

Regular, 10/14/2025 10:30:00 AM

BE IT REMEMBERED that on October 14, 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:

Notice of Meeting and Agenda
October 14, 2025

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
October 14, 2025**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **14th** day of **October 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:

8:45 a.m. – Announcement of a Workshop to receive and discuss information regarding repairs to Annex 1 exterior brick as it relates to the sidewalk work on Franklin Street adjacent to the Annex 1 building.

9:00 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to contracts being negotiated, that deliberation in open meeting, would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.

9:30 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Sec. 551.071 to consult with our attorney regarding pending or anticipated litigation.

Notice of Meeting and Agenda
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9:45 a.m. – Announcement of a Workshop to discuss and receive information regarding the Mosquito Aviation fleet.

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

10:15 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Sec. 551.071 to consult with our attorney regarding pending or anticipated litigation.

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

The following options are available:

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

Listen to audio by calling 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: Brandon Willis, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Cary Erickson, Commissioner, Precinct Two

PURCHASING:

- (a). Consider and approve Jefferson County Purchasing Department revised Policies and Procedures Manual; pursuant to Chapter 262, Texas Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.

SEE ATTACHMENTS ON PAGES 18 - 69

Motion by: Erickson

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (b). Consider and approve specifications for Invitation for Bid (IFB 25-049/CG), Term Contract for Prisoner Transportation Services for Jefferson County.

SEE ATTACHMENTS ON PAGES 70 - 135

Motion by: Erickson

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (c). Consider and approve award, execute, receive and file contract for Request for Proposal (RFP 25-035/CG), Emergency Debris Monitoring Services for Jefferson County with Tetra Tech, Inc.; Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.

SEE ATTACHMENTS ON PAGES 136 - 499

Motion by: Erickson

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (d). Rescind award of items 17, 20, 21, 26, 29, 30, 31, 48, 58, 59 and 60 of (IFB 24-038/CG), Term Contract for Paper Stock and Envelopes for Jefferson County with Staples Contract & Commercial LLC, and re-award item 26 in amount of \$191.25 per case and item 30 in amount of \$344.87 per case to Lindenmeyr Munroe and item 21 in amount of \$105.88 per case and item 48 in amount of \$113.50 per case to Western BRW Paper dba Ovol USA f/k/a Bosworth as shown in attachment A.

SEE ATTACHMENTS ON PAGES 500 - 504

Notice of Meeting and Agenda
October 14, 2025

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

- (e). Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Proposal (RFP 25-030/CG), Third Party Claims Administration, Cost Containment and/or Network Program Establishment for Jefferson County.

NO ATTACHMENTS

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

- (f). Consider and approve, execute, receive and file renewal for (IFB 23-048/MR), Term Contract for Roadbuilding Materials for Jefferson County for a second (1) one-year renewal with Modern Concrete & Materials, LLC, Texas Materials, a CRH company, Waller County Asphalt, Inc., Vulcan Construction Materials, LLC, and Martin Marietta Materials, LLC, from November 12, 2025 to November 11, 2026 with price decreases on items 4, 9 and 10 as shown on attachment B.

SEE ATTACHMENTS ON PAGES 505 - 520

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

- (g). Consider and approve, execute, receive and file renewal for (RFP 23-052/MR), Janitorial Services for Jefferson County for a second (1) one-year renewal with Southeast Texas Building Service, Inc., from November 16, 2025 to November 15, 2026.

SEE ATTACHMENTS ON PAGES 521 - 521

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

- (h). Consider and approve, execute, receive and file renewal for (IFB 23-055/MR), Term Contract for Morgue Transport Service for Jefferson County for a second (1) one-year renewal with Proctor's Mortuary, from November 12, 2025 to November 11, 2026.

SEE ATTACHMENTS ON PAGES 522 - 522

Motion by: Erickson

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (i). Consider and approve, execute, receive and file Agreement (25-056/MR) with CentralSquare Technologies, Inc. for OneSolution Software for the Jefferson County Sheriff's Office in the amount of \$386,792.50 for the first year with an annual 5% subscription fee increase from October 14, 2025 to October 13, 2030; in accordance with TIPS contract 220105.

SEE ATTACHMENTS ON PAGES 523 - 549

Motion by: Erickson

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (j). Consider and approve, execute, receive and file (Agreement 25-057/DC) with Spectrum Business for new and revised Enterprise Internet Service for Public Health Unit II/Adult Probation Building located at 800 4th Street, Pt. Arthur, Texas, 77640 in the amount of \$170.00 monthly with a one-time installation fee of \$100.00.

SEE ATTACHMENTS ON PAGES 550 - 553

Motion by: Erickson

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (k). Consider and approve, execute, receive and file (Agreement 25-058/DC) with Spectrum Business for new and revised Enterprise Internet Service for Port Arthur Courthouse located at 525 Lakeshore Drive, Pt. Arthur, Texas, 77640 in the amount of \$150.00 monthly.

SEE ATTACHMENTS ON PAGES 554 - 557

Motion by: Erickson

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

Notice of Meeting and Agenda
October 14, 2025

- (l).Consider and approve, execute, receive and file a Job Order Contract (JOC 25-059/DC) with Marsh Waterproofing, Inc. for the pinning of brick masonry back to the walls at the Jefferson County Annex 1, Beaumont, TX in the amount of \$51,000.00; in accordance with Region 5 ESC 20230601, 20250301 and 20250305. This project will be funded by Capital Projects.

SEE ATTACHMENTS ON PAGES 558 - 561

Motion by: Erickson

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (m).Consider and approve disposal of surrendered license plates to be transported to a metal salvage company and there sold for such price as it may command and return funds to the Couty as outlined in Registration and Title Bulletin (RTB) #025-12.

SEE ATTACHMENTS ON PAGES 562 - 564

Motion by: Erickson

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

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

SEE ATTACHMENTS ON PAGES 565 - 566

Motion by: Erickson

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

COUNTY AUDITOR:

- (a).Consider and approve FY 2025 budget transfer – Road & Bridge Pct. 4 – delay in delivery for two dump trucks.

SEE ATTACHMENTS ON PAGES 567 - 567

114-0000-491-8006	CAPITAL PROJECTS FND #311	\$234,381.00	
114-0409-431-6042	TRUCKS & TRAILERS		\$234,381.00

Notice of Meeting and Agenda
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Motion by: Alfred
Second by: Sinegal
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

- (b).Consider and approve FY 2025 budget transfer – Jail – additional cost for inmate meals.

SEE ATTACHMENTS ON PAGES 568 - 568

120-3062-423-3033	FOOD	\$70,000.00	
120-3062-423-4004	AIRPLANE FUEL		\$10,000.00
120-3062-423-5081	RELIEF-BOARD & LODGING		\$60,000.00

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

- (c).Consider and approve FY 2026 budget amendment – Constable Pct. 8 – office furniture.

SEE ATTACHMENTS ON PAGES 569 - 570

120-3072-425-3084	MINOR EQUIPMENT	\$1,900.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$1,900.00

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

- (d).Consider and approve acceptance of the 2025 Port Security Grant Program (PSGP) and authorizing County Auditor to submit approvals and financial related reporting through FEMA GO portal.

SEE ATTACHMENTS ON PAGES 571 - 601

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

- (e). Consider and approve Resolution designating authorized signatories for Community Development Block Grant Mitigation Resilient Communities Program through the General Land Office. Contract #23-160-11-F240.

SEE ATTACHMENTS ON PAGES 602 - 604

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (f). Receive and file order to continue to participate in the Jefferson County local health care provider participation program subject to recently enacted Chapter 292D of the Texas Health & Safety Code, amend the Jefferson County Health Care Participation Program Rules and Procedures to align with Chapter 292D, and to set mandatory payment rate for Fiscal Year 2026 pursuant to Chapter 292D of Texas Health & Safety Code and how the revenue derived from those payments is to be spent.

SEE ATTACHMENTS ON PAGES 605 - 607

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (g). Receive and file Resolution for 2026 Indigent Defense Formula grant application.

SEE ATTACHMENTS ON PAGES 608 - 608

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (h). Receive and file fully executed Texas Traffic Safety Program Grant agreement between Jefferson County, Texas and the State of Texas for the STEP Comprehensive Program for the period of 10/01/2025 to 09/30/2026.

SEE ATTACHMENTS ON PAGES 609 - 618

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

Notice of Meeting and Agenda
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- (i).Receive and file agreement with Richard D. Hughes to provide relief magistrate duties for the Criminal Courts of Jefferson County effective October 01, 2025.

SEE ATTACHMENTS ON PAGES 619 - 619

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (j).Receive and file subrecipient agreement with Jefferson County and Ducks Unlimited.

SEE ATTACHMENTS ON PAGES 620 - 638

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (k).Receive and file the SAVNS Maintenance Contract OAG No. C-02709.

SEE ATTACHMENTS ON PAGES 639 - 674

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (l).Consider and approve 2026 budget amendment – Criminal District Court - additional cost for folders.

SEE ATTACHMENTS ON PAGES 675 - 676

120-2032-412-3078	OFFICE SUPPLIES	\$3,775.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$3,775.00

Action: TABLED

- (m).Consider and approve FY 2025 budget transfer – JP Pct. 7 – add cost for fringes.

SEE ATTACHMENTS ON PAGES 677 - 677

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120-2048-412-2001	F.I.C.A. EXPENSE	\$900.00	
120-2048-412-2002	EMPLOYEES' RETIREMENT	\$400.00	
120-2048-412-1002	ASSISTANTS & CLERKS		\$1,300.00

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (n).Consider and approve electronic disbursement for \$1,936,020.19 to the State Comptroller for Intergovernmental Governmental Transfer for Jefferson County LPPF for the Aligning Technology by Linking Interoperable Systems program.

SEE ATTACHMENTS ON PAGES 678 - 678

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (o).Consider and approve County Judge to sign for a time extension request to June 30, 2026, for the Hurricane Harvey CDBG-DR grant with the Texas General Land Office grant #20-065-121-C408

SEE ATTACHMENTS ON PAGES 679 - 681

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (p).Consider and approve a Resolution Authorizing County Grant, Texas Department of Agriculture Home-Delivered Meal Grant Program for Center for Christian Services (United Board of Missions) for FY 2025-2026.

SEE ATTACHMENTS ON PAGES 682 - 682

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

Notice of Meeting and Agenda
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- (q).Consider and approve a Resolution Authorizing County Grant, Texas Department of Agriculture Home-Delivered Meal Grant Program for Nutrition & Services for Seniors for FY 2025-2026.

SEE ATTACHMENTS ON PAGES 683 - 683

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (r).Regular County Bills – Check #532746 through check #532962 (100725) and check #532963 through check #533228 (101425).

SEE ATTACHMENTS ON PAGES 684 - 702

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

COUNTY AGRILIFE EXTENSION:

- (a).Consider and possibly approve a Proclamation for the Texas Extension Education Association (TEEA) Week.

SEE ATTACHMENTS ON PAGES 703 - 703

Motion by: Alfred

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 an Order Designating Point of Contact Regarding Request for Public Information, pursuant to Section 552.234 and 552.205, Government Code.

SEE ATTACHMENTS ON PAGES 704 - 704

Motion by: Erickson

Second by: Willis

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (b).Consider and possibly approve the 2026 County Holidays.

SEE ATTACHMENTS ON PAGES 705 - 705

Notice of Meeting and Agenda
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Motion by: Erickson

Second by: Willis

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (c).Consider, possibly approve, receive and file an Order regarding pay for election judges and clerks.

SEE ATTACHMENTS ON PAGES 706 - 706

Motion by: Erickson

Second by: Willis

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (d).Consider, possibly approve and authorize the County Judge to execute the Interlocal Agreement between the Counties of Jefferson, Hardin, Orange and Jasper and with the Cities of Beaumont and Port Arthur for FY 26, pursuant to Chapter 791 of the Texas Government Code.

SEE ATTACHMENTS ON PAGES 707 - 741

Motion by: Erickson

Second by: Willis

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (e).Consider and possibly approve an order designating regular and special meeting dates of Commissioners Court, pursuant to Section 81.005(h), Local Government Code.

SEE ATTACHMENTS ON PAGES 742 - 742

Motion by: Erickson

Second by: Willis

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

COUNTY TREASURER:

- (a).Receive and File Investment Schedule for September, 2025, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 743 - 745

Motion by: Erickson

Second by: Willis

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

ENGINEERING DEPARTMENT:

- (a).Execute, receive and file Overweight Vehicle Permit 10-OW-25 and Road Use Agreement between Jefferson County and Corkran Management LLC. For the purpose of constructing apartments located on Wellsprings Drive. This project is located in Jefferson County in Precinct 2.

SEE ATTACHMENTS ON PAGES 746 - 772

Motion by: Erickson

Second by: Willis

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (b).Receive and file the Multiple Use Agreement between Jefferson County, Texas and Texas Department of Transportation regarding Sabine Lake / SH 82 Boat Ramps (aka Mesquite Point Boat Ramps). Approved by Jefferson County Commissioners Court on June 9, 1994.

SEE ATTACHMENTS ON PAGES 773 - 790

Motion by: Erickson

Second by: Willis

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (c).Consider and possibly approve the Preliminary Plat and Construction Plans of Stillwater Lake Estates Phase II, 4.041 acres of land out of the William Carroll Survey, Jefferson County, Texas. The subdivision is located off of Wellspring Drive in Precinct No. 2. Additionally, the subdivision is located in the City of Nederland ETJ. This preliminary plat and construction plans have met all of Jefferson County, Jefferson County Drainage District #7 and Jefferson County Water Control Improvement District #10 requirements.

SEE ATTACHMENTS ON PAGES 791 - 806

Motion by: Erickson

Second by: Willis

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

Notice of Meeting and Agenda
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- (d).Execute, receive and file Utility Permit 08-U-25 between Jefferson County and AT&T Communications, for the purpose of distribution of Fiber Optic Cable along several county roads Burrell Wingate Road, Wiggins Road, Old Fannett Road, Wheat Lane, Rice Lane, Boondocks Road, Patterson Road, Bayou Trace, White Perch Lane, Cypress Lane, and Wilford Road. This project is located in Jefferson County Precincts 2, 3, 4.

SEE ATTACHMENTS ON PAGES 807 - 888

Motion by: Erickson

Second by: Willis

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (e).Consider and possibly approve acceptance of Oak Forest Lane, a 60' wide right of way, being 3029.68' feet (0.57 miles) and Winding Oaks Drive, a 60' wide right of way, being 492.53' (0.09 miles) into the County Road System. These roads are out of the final plat of Madison Oaks Subdivision, recorded in Clerk's File No. 2022029185 of the Official Public Records of Jefferson County, Texas and is located in Precinct No. 4.

SEE ATTACHMENTS ON PAGES 889 - 893

Action: TABLED

PUBLIC HEALTH:

- (a).Consider and possibly approve the 2025 Third Amended Jefferson County Policy for the Disposition of Deceased Paupers pursuant to Texas Health & Safety Code Sections 694.002 (a) and (b), 691.023 and 691.024 as amended.

SEE ATTACHMENTS ON PAGES 894 - 909

Motion by: Sinegal

Second by: Willis

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

ROAD & BRIDGE PCT. 3:

- (a).Consider and possibly approve a Resolution for Kimberly Doyle.

SEE ATTACHMENTS ON PAGES 910 - 910

Notice of Meeting and Agenda
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Motion by: Erickson
Second by: Sinegal
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

VISITORS CENTER:

- (a). Consider and possibly approve Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendations for Fall 2025 grant requests.

SEE ATTACHMENTS ON PAGES 911 - 914

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

- (b). Consider and possibly approve Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendations for tabled Fall 2025 grant requests.

SEE ATTACHMENTS ON PAGES 915 - 915

Motion by: Sinegal
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.

Possible Consideration and approval of Resolutions or Proclamations not to be read during court.

Jeff R. Branick
County Judge

Notice of Meeting and Agenda
October 14, 2025

Regular, October 14, 2025

There being no further business to come before the Court at this time, same is now here adjourned on this date, October 14, 2025.



Jefferson County Purchasing Department

POLICIES and PROCEDURES MANUAL

JEFFERSON COUNTY PURCHASING BOARD:

Judge John Stevens, Criminal District Court
Judge Kent Walston, 58th District Court
Judge Baylor Wortham, 136th District Court
Commissioner Cary Erickson, Pct. 2
Commissioner Everette "Bo" Alfred, Pct. 4

COUNTY COMMISSIONERS:

Commissioner Brandon Willis, Pct. 1
Commissioner Cary Erickson, Pct. 2
Commissioner Michael Sinegal Pct. 3
Commissioner Everette "Bo" Alfred, Pct. 4

Jeff R. Branick
JEFFERSON COUNTY JUDGE

Deborah L. Clark
PURCHASING AGENT

Mistey Reeves
ASSISTANT PURCHASING AGENT

EFFECTIVE: October 14, 2025

Jefferson County Purchasing Department

1149 Pearl Street, First Floor
Beaumont, Texas 77701
409-835-8593 phone
409-835-8456 fax

Webpage: <https://www.jeffersoncountytexas.gov/Purchasing/>

REVISED BY:

Deborah Clark, Purchasing Agent
Mistey Reeves, Assistant Purchasing Agent
Jefferson County Purchasing Department

Welcome to Jefferson County Purchasing

Purchasing is an essential County government business function. Purchasing activities, which are expenditures made to the private sector for the purchase of goods and services result in the second largest expenditure of taxpayer dollars. The largest expenditure is paid out in the form of employee wages, salaries, and benefits.

The integrity and efficiency of the County Purchasing process is a crucial component of its credibility. More public officials have been criticized for real or perceived conflicts of interest in the spending of public funds than for any other financial activity. Even with the knowledge of such potential criticism, public officials often misunderstand Purchasing's significant budgetary and public relations importance.

The mere perception of public officials misusing the Purchasing process for personal or political gain threatens the public's confidence in its government. Therefore, the Commissioners' Court, all public officials, and the Purchasing Agent must ensure a high standard of professional ethics in all personnel who participate in or who can influence those involved in making Purchasing decisions.

The relationship between the Purchasing Agent and Commissioners' Court is a unique one. On the one hand, the Purchasing Agent performs a customer service function for Commissioners' Court and is responsible for ensuring that all County offices have the goods and services they need to perform the essential functions of their missions. On the other hand, the Purchasing Agent performs an expenditure control function which is the responsibility of supervising the Commissioners' Court's contracting authority and ensuring compliance with the County Purchasing Act. This relationship lends credence to the notion that the Purchasing Agent be an independent officer of the County.

This manual is intended to provide elected officials and employees with a basic understanding of Purchasing activities, the County Purchasing Act, and the role of the Purchasing Agent. It also offers good business reasons for the centralization of the County Purchasing functions and offers professional Purchasing principles for Public Officials committed to improving government operations.

A circular seal of Jefferson County, Texas, is visible in the background. The seal features a star in the center and the words "JEFFERSON COUNTY TEXAS" around the perimeter. Overlaid on the seal is a handwritten signature in black ink that reads "Deborah Clark".

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

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SECTION 1: INTRODUCTION

A. PURPOSE

The purpose of this Policies and Procedures Manual is to serve as a source of instruction to all County Departments and Employees regarding the Purchasing Policies and Procedures of Jefferson County, Texas. The adoption of this Purchasing Manual and the approval of any subsequent revisions by Jefferson County Purchasing Board and Commissioners' Court shall authorize the policies and procedures contained herein for official use in County Business.

B. SCOPE

The scope of this manual includes all Departments under the jurisdiction of Commissioners' Court, as well as all purchasing transactions that are paid for directly from County Funds under the control of Commissioners' Court.

C. DISTRIBUTION

This manual will be distributed to all County Departments and to all County Employees involved in the purchasing process. The Purchasing Department shall be responsible for distributing copies of this manual to all appropriate parties.

SECTION 2: IMPLEMENTATION

The Purchasing Agent shall be responsible for implementing and enforcing the policies and procedures set forth in this manual.

- Each Elected Official/Department Head shall be responsible for implementing and enforcing these Policies and procedures within their respective agencies.
- The Purchasing Agent, as head of the Purchasing Department, shall exercise functional authority over the County Purchasing Process for the purpose of implementing and enforcing these policies and procedures on a countywide basis, as well as in the Purchasing Department for its role in the process.
- A violation of any of the policies and procedures in this manual may be grounds for disciplinary action. In addition, a violation may result in the County's refusal to pay for any improperly ordered good or service.
- The Commissioners' Court shall have the authority, in specific cases determined to be exceptional, to waive or override the policies and procedures in this manual and to direct a different handling of each such case.

SECTION 3: REVISIONS

This manual is to serve as a permanent and up-to-date guide to County Purchasing Policies and Procedures. As necessary changes are made in policies and procedures, appropriate revisions will be made. The Purchasing Department shall be responsible for accurately maintaining this manual and for distributing revisions to all appropriate parties.

Responsible County Employees are encouraged to make recommendations on sections of this manual that, due to changing conditions, may need revision. Also, they are encouraged to make recommendations on new subjects not currently included in the manual.

Any such recommendation should be submitted through appropriate organizational channels to the Purchasing Agent for review and consideration.

The Purchasing Agent shall be responsible for approving revisions to this manual.

SECTION 4: PURCHASING AUTHORITY AND POLICY

A. APPOINTMENT OF THE PURCHASING AGENT

As outlined in the Texas Local Government Code §262.011(a), the Jefferson County Purchasing Agent is appointed by and accountable to a Board comprised of three (3) District Judges and two (2) members of the Commissioners' Court. The Purchasing Board appoints the Purchasing Agent for Jefferson County to a two-year term and approves the budget for the Purchasing Department, including the Purchasing Agent's salary.

B. PURCHASING AUTHORITY OF THE COMMISSIONERS' COURT

The authority of Texas counties to purchase one or more items under a contract that will require expenditures exceeding \$100,000 rests with the Commissioners' Court. The Commissioners' Court shall make their awards in compliance with the competitive bidding or competitive proposal procedures prescribed by the County Purchasing Act (Texas Local Government Code §262.023(a) (c)).

C. DUTIES AND AUTHORITY OF THE PURCHASING AGENT

The Purchasing Agent's authority is derived from statutes, delegation of the Commissioners' Court, and direction of the Purchasing Board. The statutory duties of the Purchasing Agent include the following as prescribed by Texas Local Government Code §262.011.

D. AUTHORITY

The Purchasing Agent shall purchase all supplies, materials, equipment, and services, and shall contract for all repairs to property used by the County, department, or employee (with the exception of purchases and contracts required by law to be made by competitive bid). **A person other than the Purchasing Agent may not make the purchase of the goods or make the contract for repairs.** The Purchasing Agent shall supervise all purchases made on competitive bids and shall see that all purchased goods are delivered to the proper department in accordance with the purchase contract. **All contracts for goods and services must be signed by the County Judge. All contracts signed by any other County Employee is not binding.**

A purchase made by the Purchasing Agent shall be paid for by a warrant drawn by the Jefferson County Auditor on funds in the County treasury in the manner provided by law (Texas Local Government Code §262.011).

E. VIOLATION AND PENALTY

A County officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Texas Local Government Code §262.023. An offense under this subsection is a Class B misdemeanor.

F. ADDITIONAL RESPONSIBILITIES OF THE PURCHASING AGENT

The Purchasing Agent, by direction of the Purchasing Board, is responsible for the following:

- The Purchasing Agent shall prepare bid or proposal specifications for all materials, supplies, and equipment for Commissioners' Court approval; and shall be responsible for subsequent solicitation

and evaluation of formal bids and proposals for any item or items under a contract that would require expenditure in excess of \$100,000.00.

- The Purchasing Agent shall supervise the employees and operations of the Purchasing and Printing Departments.
- The Purchasing Agent shall, by direction of the Purchasing Board, make all purchases of supplies and materials for Jefferson County Adult Probation Services and the Jefferson County Restitution Centers. For purchases under contracts requiring expenditures in excess of \$100,000, formal bids shall be received by the Purchasing Agent, who shall present them to the Commissioners' Court for approval and then shall award the contract to the responsible bidder who submits the lowest and best bid.

SECTION 5: INVENTORY

On July 1 of each year, the County Purchasing Agent shall file with the County Auditor and each member of the Board that appoints the County Purchasing Agent an Inventory of all property on hand and belonging to the County. The Auditor shall carefully examine the inventory and make and accounting for all property purchased or previously inventoried and not appearing on the inventory.

A. TRANSFER OF ASSETS

Upon approval from the Commissioners' Court, and in accordance with Texas Local Government Code §262.011(j), the Purchasing Agent shall transfer supplies, materials, and equipment which are no longer needed or used from a department or employee to another department or employee requiring the goods or the use of the goods. The Purchasing Agent shall furnish to the Auditor a list of transferred goods.

B. SURPLUS/SALVAGE PROPERTY

The Purchasing Agent, acting for Commissioners' Court, shall dispose of surplus or salvage property following the procedures outlined in Texas Local Government Code §263.152.

SECTION 6: JEFFERSON COUNTY PURCHASING POLICY

The Jefferson County Purchasing Policy is to:

- Seek the best quality, lowest priced goods and services that meet the needs of the County and its personnel;
- Provide all responsible Vendors and Contractors with equitable access to servicing the needs of Jefferson County and its personnel through competitive acquisition of goods and services;
- Comply with all Federal and State Laws that apply to County purchasing and comply with the policies and procedures outlined in this manual;
- Manage County assets and inventory so that replacement costs are minimized and the County can account for all assets; and
- Dispose of all surpluses, salvage, seized, and abandoned property in a manner that both provides the most benefit to the taxpayers of Jefferson County and complies with the law.

SECTION 7: THE PURCHASING ACT

The Purchasing Act, Texas Local Government Code §262.023 reads:

“(a) Before a county may purchase one or more items under a contract that will require an expenditure exceeding \$100,000, the Commissioners’ Court of the County must

- (1) Comply with the competitive bidding or competitive proposal procedures prescribed by this subchapter;
- (2) Use the reverse auction procedure, as defined by Section 2155.062, Government Code, for purchasing; or
- (3) Comply with a method described by Chapter 2269, Government Code.

“(b) The requirements established by Subsection (a) apply only to contracts for which payment will be made from current funds or bond funds or through anticipation notes authorized by Chapter 1431, Government Code, or time warrants. Contracts for which payments will be made through certificates of obligation are governed by The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271)

(b-1) A county that complies with a method described by Chapter 2269, Government Code, as provided by Subsection (a)(3), to enter into a contract for which payment will be made through anticipation notes authorized by Chapter 1431, Government Code, may not issue anticipation notes for the payment of that contract in an amount that exceeds the lesser of:

- (1) 20 percent of the county’s budget for the fiscal year in which the county enters into the contract; or
- (2) \$10 million”

“(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.”

The Purchasing Act applies to all departments: all District, County, and Precinct officials and employees and all subdivisions of all District, County, and Precinct offices.

The Purchasing Department must do all of the purchasing for all elected officials, County department heads, and employees.

SECTION 8: PURCHASING DEPARTMENT POLICIES

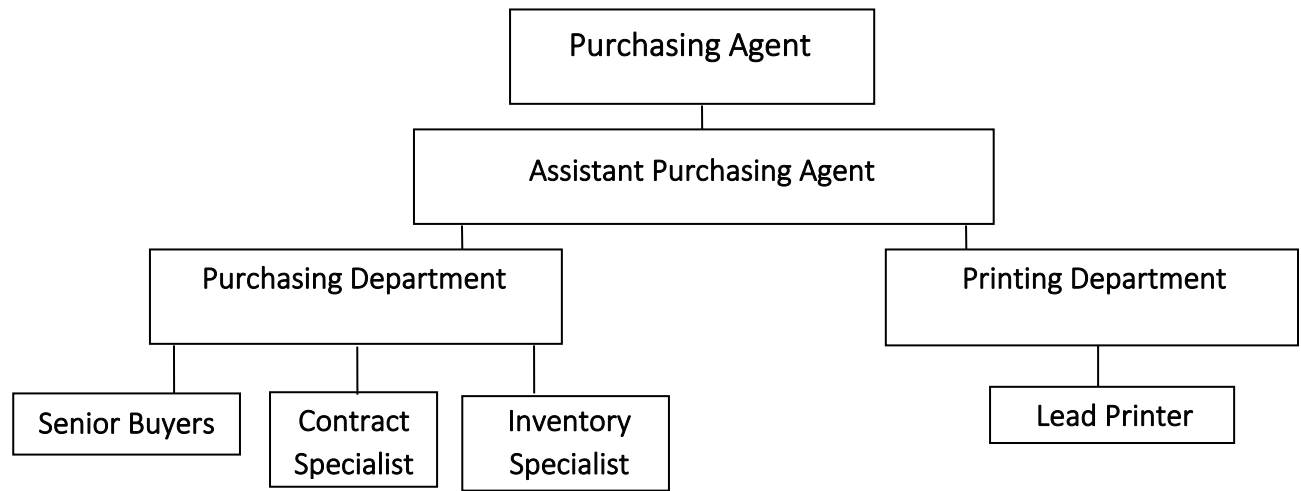
A. SPECIFICATIONS

Specifications, which shall be the basis of sealed bids or sealed proposals submitted to the Purchasing Agent, shall be written to allow for competitive bidding. The Purchasing Agent shall not write and/or approve the release Invitation for Bid (IFB) / Request for Statement of Qualification (RFQ) / Request for Proposal (RFP) specifications which, by design, exclude legitimate competitors. The specifications shall not use brand names unless a disclaimer is included opening the opportunity to respond to competing brands of approved equal quality.

B. SELECTION OF VENDORS

In the case of formal competitive bids or proposals, informal bids and informal proposals, the evaluation of bids and proposals and the selection of Vendors shall be done with a view to obtain the best value for the money spent. Therefore, the Vendor selected will be the bidder who submits the lowest and best bid. While “lowest” is self-explanatory, “best” is not. “Best” in this context means that which most completely conforms to specifications and is submitted by a responsible bidder.

SECTION 9: PURCHASING DEPARTMENT ORGANIZATION CHART



SECTION 10: EFFECTIVE DATE OF POLICIES AND PROCEDURES

The Policies and Procedures as described within this manual shall become effective upon approval by the Jefferson County Purchasing Agent and the Jefferson County Commissioners' Court.

SECTION 11: PRECEDENTS AND INTERPRETATION

These policies and procedures shall be construed liberally to accomplish their purpose.

If there is any conflict between the policies and procedures and a Texas Local Government Code or 2 Code of Federal Regulation section 200.318-327 statute or code, the stricter of the provisions prevails.

The masculine, feminine, and neuter genders shall be construed to include the other genders as required.

The singular and plural shall be construed to include the other number as required. Headings and titles at the beginning of the various sections of these policies and procedures have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing these policies.

If any provision of these policies and procedures or the application of them to any person or circumstances is held invalid, the validity of the remainder of these policies and procedures and the application of them to other persons and circumstances shall not be affected.

In general, the Purchasing Agent interprets these policies and procedures, but the Commissioners' Court shall resolve any question regarding any interpretation of these policies and procedures when there is a conflict related to an area that is not within the statutory authority of the Purchasing Agent.

SECTION 12: JEFFERSON COUNTY PURCHASING CODE OF ETHICS

A special responsibility is imposed on all people who are entrusted with the disposition of the County's funds. As purchasing personnel, we are required to perform with the highest integrity while we are constantly being asked to manage more effectively, to secure better economic results, to speed up the process, and to be innovative in accomplishing our mission.

Jefferson County Purchasing Department employees are entrusted with the safety and welfare of the citizens. In return for their confidence in County government, citizens expect that County employees' private interests will not conflict with public business.

The nature of purchasing functions makes it critical that all players in the process remain independent, free of obligation or suspicion, and completely fair and impartial. Maintaining the integrity and credibility of a purchasing program requires a clear set of guidelines, rules, and responsibilities to govern the behavior of purchasing employees. Credibility and public confidence are vital throughout the purchasing and contracting system. Any erosion of honesty, integrity, or openness tends to be more injurious to purchasing than to most other public programs. The shadow of doubt can be as harmful as the conduct itself. It is with this in mind that the following policies and procedures are set forth.

A County employee may not: Participate in work on a contract by taking action as an employee through decision, approval, disapproval, recommendation, giving advice, investigation, or similar action knowing that the employee or member of their immediate family has an actual or potential financial interest in the contract, including prospective employment; solicit or accept anything of value from an actual or potential vendor; be employed by, or agree to work for, a vendor or potential vendor; knowingly disclose confidential information for personal gain; or

A Vendor or Potential Vendor may not: Offer, give, or agree to give an employee anything of value;

If a violation occurs: When an actual or potential violation of any of these standards is discovered, the person involved shall promptly file a written statement concerning the matter with the Purchasing Agent. The person may also request written instructions and disposition of the matter.

If an actual violation occurs or is not disclosed and remedied, the employee involved may be reprimanded, suspended, or dismissed. The Vendor or potential Vendor may be barred from receiving future contracts and/or have an existing contract canceled.

SECTION 13: GENERAL PURCHASING POLICY

GENERAL INFORMATION: Jefferson County will not be obligated to purchase goods that are delivered for use on a trial basis.

The following purchasing strategies that are made with the intention of circumventing the Purchasing Act (formal competitive bidding procedures) are **in violation of the law** (Texas Local Government Code §262.023):

A. COMPONENT PURCHASES

Purchasing of component parts of an item that in normal purchasing practices would be purchased in one purchase.

B. SEPARATE PURCHASES

Purchasing goods and services in a series of separate purchases, which in normal purchasing practices would have been purchased in one purchase.

C. SEQUENTIAL PURCHASES

Purchases made over a period of time that in normal purchasing practices, would be made as one purchase.

Any commitment to acquire goods or services without an authorized purchase order is prohibited. Anyone obligating an expenditure of funds for goods or services prior to securing a purchase order may be held personally responsible for the payment.

Departments requesting to purchase goods/services not associated with official County business, for example, personal services for individuals such as hair styling, must submit a letter to Commissioners' Court for approval.

Employees must not purchase goods or services for their own personal benefit.

Departments must be cognizant of budget balances and refrain from forwarding purchase requisitions to the Auditing Department that would request expenditures in excess of those balances. Purchase requisitions for which there is not adequate funding will not be processed without the approval of the County Auditor. Departments should plan purchases in order to keep expedited purchase requisitions to a minimum. The County rarely enjoys any economic benefits from rush purchases. In most cases, Vendors attempt to charge prices for goods and services that are a premium when there is not proper time allowed for the Purchasing Department to explore sources, options, and alternatives. The Purchasing Department is committed to processing all purchase requisitions within a reasonable time frame.

Departments must provide the Purchasing Department ample time to process purchase requests:

- Departments must assure that all employees responsible for making department requests for purchases have read and understand the purchasing procedures outlined in this manual.
- The Purchasing Department must review all purchase requests to assure they are descriptive and specific but do not prevent competitive bidding of comparable goods. Since there is no central receiving point, each department is responsible for receiving goods and services. Departments should

notify the Purchasing Department of any shortages, late deliveries, damaged merchandise, or any other problems relating to the Vendor's performance.

- Departments should understand and appreciate the nature of public purchasing by reviewing and considering all purchase requests in order to promote competitive bidding.

D. MIS REVIEW OF DATA PROCESSING EQUIPMENT

The Management Information Systems Department (MIS) will review all purchase requests made by departments for soft and hard data processing equipment. This procedure is to ensure compatibility and standardization.

E. VENDOR DATABASE

The Purchasing Department maintains a Vendor Database for most products and services purchased by the County. This database is compiled utilizing information obtained from Bidders List Applications submitted by vendors to the Purchasing Department.

The Purchasing Department utilizes this vendor database as a reference resource when making direct purchases or preparing Bidder's Lists for bid opportunities.

The Purchasing Department will use reasonable efforts to include appropriate vendors from the Vendor Database in the consideration for direct purchases; as well as for RFP/RFQ/IFB Notifications Lists, *but it has no legal duty to do so*.

Vendors are encouraged to visit the Jefferson County Purchasing webpage (Notice of Bids Section) regularly to stay informed about bidding opportunities that are available.

<https://jeffersoncountytexas.gov/Purchasing/>

F. BIDDERS LIST/VENDOR DATABASE APPLICATION

A vendor may obtain a copy of the Purchasing Department's Bidders List Application by submitting a request to the Purchasing Department via telephone (below) **OR** by visiting the Purchasing webpage.

Jefferson County Purchasing Department
1149 Pearl Street, First Floor
Beaumont, Texas 77701
(409) 835-8593 office

Bidders List Application may be accessed via the Jefferson County Purchasing Department's website at:

<https://www.jeffersoncountytexas.gov/Purchasing/>

G. CONTRACT WITH PERSON INDEBTED TO COUNTY

As outlined in the Texas Local Government Code §262.0276

- (a) By an order adopted and entered in the minutes of the commissioners court and after notice is published in a newspaper of general circulation in the county, the commissioners court may adopt rules permitting the county to refuse to enter into a contract or other transaction with a person who owes a debt to the county.

- (b) It is not a violation of this subchapter for a county, under rules adopted under Subsection (a), to refuse to award a contract to or enter into a transaction with an apparent low bidder or successful proposer that is indebted to the county.
- (c) In this section, "person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the county requiring approval by the commissioners court.
- (d) In this section, "debt" includes delinquent taxes, fines, fees, and delinquencies arising from written agreements with the county.

H. AFTER HOURS/EMERGENCY PURCHASES

Emergency/after-hours purchases may only be made for an item necessary to preserve or protect the public health or safety of the residents of Jefferson County. The Department Head must submit an ICS 213 RR Resource Request Message Form to the Purchasing Agent noting the following information regarding the purchase.

- State the reason for the emergency purchase by explaining what the emergency is and/or what caused the emergency situation;
- State why the needs were not or could not be anticipated so that items could have been requisitioned

I. INTERLOCAL AGREEMENTS

All Interlocal agreements involving the purchase of goods, repairs, or maintenance agreements must be approved in writing by the Purchasing Agent before being submitted to Commissioners' Court for approval.

J. BONDING REQUIREMENTS

BID BONDS

Bid Bonds will not be required for contracts that are valued at less than \$100,000. Bid bonds will not be required from any bidder or proponent whose rates are subject to regulation by a state agency. If the Purchasing Agent determines that a bid bond is required for a particular contract, the notice to bidders or request for proposals or offers will state that a bid bond in the amount of 5% of the contract price is required and that it must be executed by a surety company authorized to do business in Texas.

PERFORMANCE BONDS

Performance bonds will not be required for contracts that are valued at more than \$50,000. Performance bonds will not be required from any bidder or proponent whose rates are subject to regulation by a state agency.

If the Purchasing Agent determines that a performance bond is required for a particular contract, the notice to bidders or request for proposals or offers will state that a performance bond in the full amount of the contract price is required. Said performance bond must be executed by a company authorized to do business in Texas before the contractor commences work and within 30 days after the signing of the contract or issuance of a purchase order.

SECTION 14: SPECIFICATIONS

A. DEFINITION

A specification is a concise description of goods or services that an entity seeks to buy, and the requirements the Vendor must meet in order to be considered for the award. A specification may include requirements for testing, inspection, or preparing any goods or services for delivery, or preparing or installing them for use. The specification is the total description of the goods or services to be purchased.

B. PURPOSE

The purpose of any specification is to provide purchasing personnel with clear guides from which to purchase, and to provide Vendors with firm criteria of a minimum standard acceptable for goods or services.

A good specification has four (4) characteristics:

- It establishes the minimum acceptability of the goods or services;
- It promotes competitive bidding;
- It contains provision for reasonable test and inspection for acceptability of the goods or services;
- It provides for an equitable award to the lowest and best bid and/or for the best value to the County from a responsible bidder.

C. PREPARATION

Specifications, which shall be the basis of sealed bids or sealed proposals submitted to the Purchasing Agent, shall be written to allow for competitive bidding. The Purchasing Agent shall not write or accept specifications which by design excludes legitimate competitors. The Purchasing Agent shall not use brand names unless a disclaimer is included opening the specification to competing brands of equal quality.

Specifications may be proposed by the user department, occupant department, or an outside agency. Acceptance of these specifications, other than those for construction projects, will rest with the Purchasing Department for compliance with legal purchasing requirements. The Commissioners' Court is the final authority for approval of specifications. This will ensure proper quality control and avoid the proliferation of conflicting specifications in the different departments of the County. The Auditor's Office will verify for the Purchasing Agent that the goods and services were considered and approved in the budget process. Any purchases that were not approved in the budget process will be submitted to Commissioners' Court before specifications are prepared and advertised.

D. TYPES OF SPECIFICATIONS

There are a number of specification types utilized by the Purchasing Department. These include:

DESIGN SPECIFICATION: A *design specification* is comprised of a detailed description of goods or services, including such things as details of construction or production, dimensions, chemical composition, physical properties, materials, ingredients and all other details needed for the provider to produce goods and services of minimum acceptability. Design specifications are usually required for construction projects, custom produced goods, and for many services.

PERFORMANCE SPECIFICATION: A *performance specification* is one in which the goods or services are described in terms of required performance. They may include such details as required power, strength of material, test methods, and standards of acceptability and recommended practices. This type of specification should be used more often for capital equipment.

BRAND NAME OR EQUAL: A *brand name or equal specification* lists goods or services by brand name, model, and other identifying specifics, except that products equal to the characteristics of the named brand are specified as acceptable. Usually the composition of a brand named good or service is provided through labeling, but broader tolerances and less consistency from item to item may be expected as compared with standard goods. Other manufacturers may provide a nearly identical good under their own name. The burden of proof of equality rests with the Vendor. Final acceptance rests with the Purchasing Department.

INDUSTRY STANDARD: An industry specification is one of the simplest specifications available. All goods made to an industry standard are identical, regardless of manufacturer and will result in acquisition of goods of uniform quality. An example is the UIL standard for electrical products.

SECTION 15: PROCEDURES FOR PURCHASES UNDER \$100,000

- A. **POLICY** : For purchases of goods and services totaling less than \$100,000, the Purchasing Agent is authorized to select the goods or services to meet the requests of departments. The Purchasing Agent is authorized to select the Vendor and to do all actions necessary to conclude a contract for the purchase of the goods and services, including execution of the contract without specific approval of the Commissioners' Court.
- B. **CONSIDERATION** : In selecting the goods or services requested by the departments, the Purchasing Agent may consider the following:
 The stated needs of the department and whether the selected goods or services meet those needs;
 Available information about sources and prices of the goods and services;
 The delivery requirements of the Vendor and the user department; and
 Any other information that a reasonable and prudent purchasing professional would consider in all circumstances of the purchase; or
 Whenever practical, surplus items from other departments may be transferred to meet departmental needs.
- C. **PROCEDURES** :

INFORMAL QUOTES:

Informal Quotations used only for purchases of items between \$500 and \$4,999. A minimum of 1 quote is required.

1. Informal quotations may be obtained by telephone, or in person or in writing.
2. The Department should encourage competition by contacting as many vendors as possible. Utmost care must be taken, however, to insure that vendors are given exactly the same information and that prices are not disclosed from one vendor to another.
3. For all purchases, the Purchasing Agent or designee shall make the determination of the "most responsive bidder".
4. For the purpose of this section, "most responsive bidder" shall be the Bidder whose proposal is determined to be the most advantageous to the County taking into consideration:
 - a. The price
 - b. The capability, integrity, and reliability of the bidder to assure good faith performance.
 - c. Any evaluation factors supplied by the Requesting Department and Purchasing Department to the Bidder.

FORMAL QUOTES:

Formal Quotation shall be used for purchases of items or services from \$5,000 to \$99,999. Written quotes must be signed on vendor letterhead or otherwise identifiable to be valid. All quotes shall contain the following information:

5. Date
6. Vendor's name
7. Contact person's name
8. Address
9. Telephone number
10. Email address
11. Fax number (if email address not available)
12. Description of product/services offered by vendor
13. Price per item/service. Service quotes must be broken down by labor and material costs.

QUOTE THRESHOLDS:

- Quote thresholds are listed in the table below.

Threshold	Quote Requirement
\$500 - \$4,999	Minimum of 1 informal quote is required.
\$5,000 - \$24,999	Minimum of 2 formal quotes required
\$25,000 - \$100,00	Minimum of 3 formal quotes required.

- The minimum quote thresholds are exempted for:
 - a) The purchase meets the requirements of an emergency purchase as defined in Section 25.
 - b) The purchase meets the requirements of a sole source purchase as defined in Section 25.
 - c) The number of vendors/contractors providing goods or services is limited to less than the minimum requirement.

The Purchasing Agent has the authority to deviate from the policy for purchases under \$100,000 if it is in the best interests of Jefferson County and will facilitate specific County operations.

Note: If cumulative purchases to one Vendor per department are anticipated to reach or exceed \$100,000 in a fiscal year, then formal bidding procedures outlined in Section 7 are required and an annual contract will be established.

SECTION 16: THE REQUISITION PROCESS

A. DEFINITION

A requisition is a formal request for a purchase to be made. It is the first step after the need for goods or services is recognized. The department's purchase requisition authorizes the Purchasing Department to enter into a contract with a Vendor in order to purchase goods or services on the user department's behalf.

B. HTE SYSTEM

Jefferson County requires all departments to submit requisitions, using the automated requisitioning system commonly referred to as the HTE System. Based on established budget line items, purchase requisitions are entered into the HTE System by the user department. Adequate budget funds **must be available** in the departmental line items before the Purchasing Department can proceed with the purchase of requested goods and services.

After the Purchasing Department receives a purchase requisition, it determines the appropriate purchasing procedures based on the cost of the purchase, the goods and services to be purchased, and the existing contracts for goods and services and other relevant factors.

Specific instructions on entering purchase requisitions into the automated HTE system are not covered in this manual. The user department may contact the Purchasing Department for training. For Departments without access to the (HTE) System or for special accounts a manual requisition may be submitted to the Purchasing Department. This form is for internal use only and cannot be used by a department to order materials directly from a Vendor.

When a requisition is sent to Purchasing, please allow adequate time for orders to be processed. Failure to allow ample time for ordering and delivery can cause problems for Vendors, the Purchasing Department, and for the end user.

C. DISCRETIONARY EXEMPTIONS

262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

- (1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;
- (2) an item necessary to preserve or protect the public health or safety of the residents of the county;
- (3) an item necessary because of unforeseen damage to public property;
- (4) a personal or professional service; (Defined in Texas Government Code 2254.002)
- (5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three-month-period;

- (6) any land or right-of-way;
- (7) an item that can be obtained from only one source, including;
 - a. items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;
 - b. films, manuscripts, or books;
 - c. electric power, gas, water, and other utility services; and
 - d. captive replacement parts or components for equipment;
- (8) an item of food;
- (9) personal property sold:
 - a. at an auction by a state licensed auctioneer;
 - b. at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or
 - c. by a political subdivision of this state, a state agency of this state, or an entity of the federal government;
- (10) any work performed under a contract for community and economic development made by a county under Section 381.004; or
- (11) Vehicle and equipment repairs.

All emergency exemption orders must be processed through the Purchasing Department. The Purchasing Agent will submit the order and agenda item for Commissioners' Court approval.

D. FIELD PURCHASE ORDERS

Field purchase orders shall be used for the purchase of small sundry items that cost less than \$500.00 (the approved threshold).

Field purchase orders shall be used for a single or aggregate purchase, but only for a single transaction.

Field purchase orders shall not be combined to purchase any item costing more than the approved threshold, and shall not be used in the manner of or in lieu of a blanket purchase order.

Field purchase orders shall be issued and authorized only to designated personnel.

Field purchase orders may be obtained by calling the Purchasing Department between the hours of 8:00 am - 5:00 pm CT, Monday through Friday. Every employee in the Purchasing Department is capable of issuing a field purchase order.

SECTION 17: PURCHASING DOCUMENTS

It is important to have a basic understanding of what is meant by “Purchasing Documents.”

These documents describe the full contractual relationship between a County and a supplier of goods or services.

Purchasing Documents are:

- **Solicitations:** include Invitation for Bid (IFB), Request for Statements of Qualification (RFQ), Request for Quotation, and Request for Proposal (RFP). These documents may result in a Binding Contract.
- **Offers:** include bids, proposals, and quotes made by businesses to supply goods or services.
- **Contracts:** final, signed agreements between the government and the supplier to buy/sell.
- **Amendments/Change Orders:** changes to solicitation documents, offers, and contracts.

Other documents to include in purchase file: Many other documents are created during the process of making a purchase and are kept in the purchase file, but they are not technically “Purchasing Documents.” *These other documents include:* Requests (requisitions) by Departments/Agencies for purchases of items; notes to the file to explain why a particular course of action was chosen; original specifications from the requesting department; final specifications; bidders notified of solicitations; and copies of advertisements.

SECTION 18: SYSTEM FOR AWARD MANAGEMENT (SAM) REQUIREMENT FOR VENDORS

ALL VENDORS in a contract with Jefferson County are **strongly encouraged to register** with The System for Award Management (SAM), with an “active” status, with no exclusions.

Below is an excerpt from SAM.gov:

The **System for Award Management (SAM)** is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov> There is no cost to use SAM.gov.

You can use this site to:

- Register to do business with the U.S. Government
- Update, renew, or check the status of your entity registration
- Search for entity registration and exclusion records
- Search for assistance listings (formerly CFDA.gov), wage determinations (formerly WDOL.gov), contract opportunities (formerly FBO.gov), and contract data reports (formerly part of FPDS.gov).
- View and submit Bio-Preferred and Service Contract Reports
- Access publicly available award data via data extracts and system accounts

What is an entity?

At SAM.gov, we use the term “entity” to refer to prime contractors, organizations or individuals applying for assistance awards, those receiving loans, sole proprietors, corporations, partnerships, and any U.S. federal government agencies desiring to do business with the government. Entity can also refer to a party that has been suspended or debarred, is covered by a prohibition or restriction, or is otherwise excluded from doing business with the government.

What are entity registrations?

You register your entity to do business with the U.S. federal government by completing the entity registration process at SAM.gov. Active registration in SAM.gov provides your entity the ability to apply for federal grants or loans or bid on government contracts.

What are exclusions?

An exclusion identifies a party excluded from receiving federal contracts, certain subcontracts, and certain types of federal financial and non-financial assistance and benefits. If your entity or any of its principals are subject to an active exclusion, it means your entity is currently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency. Awarding officials check SAM.gov to see if an exclusion exists for your entity. Always contact the issuing agency if you have questions about an exclusion record. *-End of Excerpt-*

DOCUMENTATION OF SYSTEM FOR AWARD MANAGEMENT REGISTRATION:

GRANT-FUNDED PURCHASES:

For grant-funded purchases, Purchasing Staff will visit SAM.gov to search for the vendor utilizing the “Entity Search” option. Results of the search shall be printed and included with both the Purchasing (pink) and Auditing (yellow) copies of the purchase order.

ADDITION OF DATE AND INITIALS: Purchasing Staff shall notate the date and initial the right-hand corner of the SAM Search documentation prior to including with purchase documentation.

RFP/RFQ/IFB PURCHASES:

For RFP/RFQ/IFB purchases, Purchasing Staff shall **strictly enforce** a Proof of System for Award Management (SAM) Registration Requirement for the following types of purchases: Purchases made in accordance with a Request for Proposal (RFP), Request for Statements of Qualification (RFQ), Request for Quotes, Request for Offers, and Invitation for Bids (IFBs).

Per specifications requirements: Respondents to Request for Proposal (RFP), Request for Statements of Qualification (RFQ), Request for Quotes, Request for Offers, and Invitation for Bids (IFBs) are required to provide proof of SAM Registration (printout from the SAM website). This registration should reflect that the vendor is active and free of any exclusions.

Although respondents are required (per specifications) to include proof of SAM registration within their response to an RFP/RFQ/IFB, this status will need to be **confirmed** by the Purchasing Department prior to award and/or execution of agreement or contract.

Within a *reasonable* amount of time prior to award and/or execution of agreement or contract, Purchasing Staff facilitating the project will visit the SAM website to obtain Proof of SAM registration. The vendor’s registration should be active and free of any exclusions.

PROOF OF SAM DOCUMENTATION SHOULD BE INCLUDED WITH:

- Purchase Order (pink file copy, yellow copy for Auditing to scan)
- Project File
- P: drive project file

IFB/RFQ/RFP RESPONDENTS WITH INACTIVE STATUS OR NO SAM REGISTRATION:

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

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

SECTION 19: TEXAS ETHICS COMMISSION: FORM 1295 (CERTIFICATE OF INTERESTED PARTIES)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added [section 2252.908 of the Government Code](#).

The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

What contracts apply to Form 1295?

The law applies only to a contract between a governmental entity or state agency and a business entity at the time it is voted on by the governing body or at the time it binds the governmental entity or state agency, or whichever is earlier, including an amended, extended, or renewed contract, of a governmental entity or state agency that either:

1. **requires an action or vote by the governing body of the entity or agency before the contract may be signed; or**
2. has a value of at least \$1 million, or
3. is for services that would require a person to register as a lobbyist under Chapter 305 of the government Code.

Gov't Code § 2252.908; 1 T.A.C. §§ 46.1(b), 46.3(a). The disclosure requirement applies to a contract entered into on or after January 1, 2016.

A contract does not require an action or vote by the governing body of a governmental entity or state agency if:

1. the governing body has legal authority to delegate to its staff the authority to execute the contract;
2. the governing body has delegated to its staff the authority to execute the contract; and
3. the governing body does not participate in the selection of the business entity with which the contract is entered into. 1 T.A.C. § 46.1(c).

What is an Interested Party?

It is important to note that there are **very few instances** that a business will not have any interested parties.

An Interested Party is: a person who has a **controlling interest** in a business entity with whom a governmental entity or state agency contracts; or an **intermediary**.

Controlling Interest: An interested party has a controlling interest in the business entity if the interested party meets one or more of the following conditions:

- has an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
- is a member of the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
- serves as an officer of a business entity that has four or fewer officers, or serves as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (c)

of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

Intermediary Interest: An interested party has an intermediary interest in a contract if the person actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, advisor, attorney, or representative of or agent for the business entity who meets all of the following conditions:

- receives compensation from the business entity for the person's participation;
- communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- is not an employee of the business entity or of an entity with a controlling interest in the business entity.

FORM 1295 FILING PROCESS:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity (*Purchasing Department*) or state agency must notify the commission, using the commission's filing application of the receipt of the filed Form 1295 with the certification of filing *not later than the 30th day* after the date the contract binds all parties to the contract.

It is recommended that Purchasing Staff obtain a completed Form 1295: *Prior to the Commissioners' Court Award or Authorization of Execution of an Agreement/Contract; or Issuance of a Purchase Order.*

The TEC Form 1295 Filing Application can be found at:

<https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf>

This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

NOTE: SAMPLE FORM PROVIDED ON NEXT PAGE.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																			
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY Must file online at www.ethics.state.tx.us/File																																			
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. **YOUR FIRM NAME HERE**																																					
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. **JEFFERSON COUNTY, TEXAS*																																					
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. **BID/CONTRACT/PO NUMBER GOES HERE**																																					
4 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of Interested Party</th> <th rowspan="2" style="width: 25%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%;">Controlling</th> <th style="width: 25%;">Intermediary</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="padding: 5px;"> **NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE - MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO** </td> <td></td> <td></td> </tr> <tr><td colspan="2"></td><td></td><td></td></tr> <tr><td colspan="2"></td><td></td><td></td></tr> <tr><td colspan="2"></td><td></td><td></td></tr> <tr><td colspan="2"></td><td></td><td></td></tr> <tr><td colspan="2"></td><td></td><td></td></tr> <tr><td colspan="2"></td><td></td><td></td></tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary	**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE - MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**																													
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5 Check only if there is NO Interested Party.		☐ **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**																																			
6 UNSWORN DECLARATION Vendor are to complete #6 - Unsworn Declaration																																					
My name is _____, and my date of birth is _____.																																					
My address: _____ (street) (city) (state) (zip code) (country)																																					
I declare under penalty of perjury that the foregoing is true and correct.																																					
Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year)																																					
_____ Signature of authorized agent of contracting business entity (Declarant)																																					
ADD ADDITIONAL PAGES AS NECESSARY																																					

SECTION 20: MANDATED CONTRACT PROVISIONS FOR GRANT-FUNDED PROJECTS

A Contract for purchases, services, construction, repairs, or other approved projects (procured through an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Qualifications (RFQ) or any other legal procurement process per the Texas Local Government Code); **that is funded in whole or part, by Federal Assistance in the form of grant, sub-grant, loan or reimbursement either directly to the County as a recipient or to the County as a sub-recipient of funding provided by the Federal Government to the State of Texas or to the another pass-through agency – shall be in accordance to the current version of Mandated Contract Provisions of 2 Code of Federal Regulations Section 200-318-327 at time of procurement, as applicable.**

These provisions shall be included in all IFB/RFP/RFQ specifications for which federal funds may be utilized for purchases, services, construction, repairs, or other approved projects; or should there be a possibility of utilizing federal funds for the purpose of restoring these purchase(s) made as a result of the IFB/RFP/RFQ; should improvements or disaster recovery-related restorations and/or replacements be necessary.

ADDITIONAL MANDATED CONTRACT PROVISIONS: As included in SECTION 22 (FEMA provisions) and SECTION 23 (FAA provisions) of this manual shall be included in IFB/RFP/RFQ specifications, if applicable.

This includes but is not limited the following Grantors/Grants: Federal Emergency Management Agency (FEMA), Federal Aviation Administration (FAA), Texas General Land Office (GLO), National Fish and Wildlife Foundation (NFWF), Texas Parks and Wildlife Department (TPWD), Community Development Block Grant (CDBG), and Coronavirus Air, Relief, and Improvement Grant (AIP), and Coronavirus Aid, Relief, and Economic Security Act (CARES).

While this manual incorporates some precise language from 2 CFR Section 200.318-327, it is only intended to be a summarized version for use by Jefferson County staff in the procurement process.

SECTION 21: STATE PURCHASING PROGRAMS

OVERVIEW AND STATUTORY AUTHORITY

There are five types of purchasing programs that allow local governments to purchase Goods and services using contracts previously competed by the State of Texas or other governmental entities. The Texas Comptroller of Public Accounts Procurement and Support Services (TPASS) manages two of them.

A. STATE CONTRACT PURCHASES

The state has entered into contracts for numerous Goods and services after using Competitive Purchasing Procedures. TPASS manages this program for the state. Texas Local Government Code sections 271.081 through 271.083

B. TEXAS MULTIPLE AWARD SCHEDULES (TXMAS)

The County may purchase goods and services from a schedule of multiple award contracts developed by TPASS. The schedule is adapted from General Services Administration (GSA) Federal Supply Service contracts. Texas Government Code section 2155.502

C. THE TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR)

Manages the other three programs and allows local governments to purchase computer technology through DIR from its contracted vendors. The County may purchase computer-related equipment and services through DIR and from its contracted vendors.

DBITS: The County may purchase deliverable based IT services through DIR vendors.

IT Staffing Services: The County may purchase IT Staffing Services contracts provide for temporary IT staffing augmentation services on a time (hourly) basis through DIR from its IT Staffing Services contracts. Texas Government Code Interlocal Cooperation Act, Chapter 791.

OFFICIAL REPRESENTATIVE

The Purchasing Agent acts for Jefferson County in all matters related to purchase of goods and services from a vendor under any contract based on a state purchasing program. Jefferson County is liable for making payments directly to these vendors.

STATE CONTRACT PURCHASES

The County participates in the purchasing program of TPASS for local governments. The County may purchase Goods and services from Vendors on the same terms and conditions that the state obtained through its Competitive Purchasing Procedures. The Purchasing Agent either submits Purchase Orders to TPASS under a contract or electronically sends Purchase Orders directly to selected vendors and reports to TPASS on actual purchases in compliance with its regulations. The Purchasing Agent monitors vendor compliance with all the conditions of delivery and quality of the purchased Goods and services. The Purchasing Agent signs and delivers all necessary documents for all purchases for the County under this program.

TEXAS MULTIPLE AWARD SCHEDULES (TXMAS)

The County participates in the purchasing program of TPASS using TXMAS contracts developed from contracts that have been competitively awarded by the federal government or any other governmental entity of any state. TXMAS contracts include the most favored customer (MFC) pricing and allow the County to negotiate lower prices than offered on the scheduled contract under certain circumstances. The Purchasing Agent monitors vendor compliance with all the conditions of delivery and quality of the purchased Goods and services.

JEFFERSON COUNTY PURCHASING PROCEDURES GUIDE

The Purchasing Agent signs and delivers all necessary documents for purchases for the County under this program.

DIR PURCHASES GoDirect: The Purchasing Agent either submits Purchase Orders to DIR under its contract or electronically sends Purchase Orders directly to GoDirect vendors to purchase computer-related equipment and services. The Purchasing Agent monitors vendor compliance with all the conditions of delivery and quality of the purchased Goods and services. The Purchasing Agent signs and delivers all necessary documents for purchases under this program.

DELIVERABLES BASED IT SERVICES (DBITS) are available through DIR vendors for the following services:

- (a) Application development
- (b) Application maintenance and support
- (c) Business intelligence (BI) and data warehouse
- (d) Enterprise resource planning (ERP)
- (e) Independent verification and validation (IV&V)
- (f) Information technology assessments and planning
- (g) Project management
- (h) Service oriented architecture (SOA)
- (i) Technology upgrade, migration and transformation

The Purchasing staff submit a statement of work to vendors offering the technology category requested, and negotiate pricing of deliverables and terms and conditions directly with a vendor. The vendor may begin work only after receiving a statement of work signed by both the County and the vendor, and a Purchase Order issued by the Purchasing Office. The Purchasing Agent monitors vendor compliance with all the conditions of delivery and quality of the purchased Goods and services. The Purchasing Agent signs and delivers all necessary documents for purchases under this program.

IT STAFFING SERVICES: Contract staff render services and are paid on an hourly basis. IT Staffing Service contracts do not provide for deliverables-based outsourced systems integration or application development projects. The Purchasing Agent monitors vendor compliance with all the conditions of delivery and quality of the purchased Goods and services.

The Purchasing Agent signs and delivers all necessary documents for purchases under this program.

Satisfaction of State Laws Requiring Competitive Bids:

Purchases made through the programs described in this section satisfy any state law requiring the County to seek competitive bids for the purchase.

SECTION 22: COOPERATIVE CONTRACT AND JOB ORDER CONTRACT PURCHASES

A. COOPERATIVE PURCHASING: Cooperative purchasing program participation is authorized by Texas Local Government Code §271.102. Purchases through Cooperative Purchasing Programs require a quote from the vendor referencing the cooperative contract utilized.

B. JOB ORDER CONTRACT PURCHASING: Job Order Contracts are issued based on Cooperative Purchasing Program participation. Job Order Contracts can be utilized for the maintenance, repair, alteration, renovation, remediation, or minor construction of a facility. The Purchasing Agent shall submit all Job Order Contracts to Commissioners' Court for approval.

SECTION 23: PURCHASING OF PROFESSIONAL SERVICES

A. INTRODUCTION

The two principal laws with which the Purchasing Department must comply are the **Professional Services Purchasing Act** and the **Purchasing Act**.

There are two kinds of professional services:

- (1) Those professional services specifically defined under the Professional Services Purchasing Act; and
- (2) Those “other” professional services that are not specifically defined under either the Professional Services Purchasing Act or the County Purchasing Act and which must be obtained in compliance with the County Purchasing Act. The Purchasing Agent must rely on court cases and Attorney General opinions to determine what services are included in these “other” professional services.

B. PURPOSE

The Purchasing Department may contract for professional services only if funds are budgeted for that purpose as confirmed by Auditing or the solicitation is approved by the Commissioners’ Court.

C. PROFESSIONAL SERVICES PURCHASING ACT

Definition

Professional services are defined in the Professional Services Purchasing Act as:

1. Those within the scope of the practice, as defined by state law, of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, professional nursing, or forensic science as defined by the laws of the State of Texas; and/or
2. Those performed by any licensed or registered certified public accountant, architect, landscape architect, a land surveyor, a physician including a surgeon, an optometrist, a professional engineer, a state certified or state licensed real estate appraiser, a registered nurse or a forensic analyst or forensic science expert; or
3. Provided by a person lawfully engaged in interior design, regardless of whether the person is registered as an interior designer.

The Act states that contracts for the Purchasing of these professional services **may not** be awarded on the basis of bids. Instead, services must be awarded on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price.

Procedures

Departments shall forward a requisition or a memo to the Purchasing Department when professional services are required.

The requisition or memo will identify the following:

1. Scope of work
2. Qualifications/experience requirements
3. Project description
4. Time frames
5. Budgeted amount and budget line items
6. Suggested professionals

Based on the information provided in the requisition or memo, applicable state laws and all relevant facts, the Purchasing Agent will decide as to whether a formal RFQ or an informal Purchasing process will be implemented.

Unless specifically exempted by the Commissioners' Court, all professional services anticipated to cost over \$100,000 will be procured using the formal RFQ process. The Purchasing Agent will submit all exemption orders to the Commissioners' Court. Unless there is an urgent need for the services, the exemption order will be submitted to the Commissioners' Court for approval before selecting and negotiating with any Vendors.

D. Purchasing Act***"Other" Services Defined***

As defined in this manual, "other" personal or professional services are those services usually referred to as a professional service, but not specifically defined or covered in the Professional Services Purchasing Act. Examples include computer programmers, lawyers, facilitators, etc. Various court opinions have defined these "other" professional services as services requiring technical skill and expertise; labor and skill which are predominantly mental or intellectual, rather than physical or manual; or, a special skill and experience. "Other" personal services have been defined as services that must be performed by a particular person and, by the terms of the contract, no substitutions are allowed.

SECTION 24: CONSTRUCTION PURCHASING

A. PURCHASING STATUTES

Texas Local Government Code §262.011 states, “The County Purchasing Agent shall supervise all purchases made on competitive bid...” Texas Local Government Code §271.024 states “...to award a contract for the construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property on the basis of competitive bids, and if the contract requires the expenditure of more than \$100,000...bidding on the contract must be accomplished in the manner provided by this subchapter.”

B. SUPERVISION

Construction Purchasing will be consistent with other Purchasing procedures as defined in this manual and in accordance with pertinent statutes. The Purchasing Agent will supervise all construction purchasing in conjunction with the Engineering Department.

C. CONSTRUCTION REQUEST MEMO

A memorandum submitted to the Purchasing Agent, signed by the elected Official or Department Head, will serve as the initial notification that a competitive bid is needed. A draft copy of the plans and specifications should be submitted with the memorandum. The specifications will be reviewed and approved by the Purchasing Agent for compliance with the Purchasing Act prior to submittal to Commissioners’ Court for approval.

D. ADVERTISEMENT FOR BID

The Purchasing Department will publish the advertisement for bid, which shall include:

1. Brief Description of services or goods
2. Location at which the bidding documents, plans, specifications, or other data may be obtained
3. Bid Bond requirements (if applicable)
4. Bid Due Date & Time
5. Location for Bid Submission
6. Location for Bid Opening

If the contract is to be set on a unit price basis, the notice must also include the approximate quantities of the goods and services needed that are to be bid on and the quantities must be based on the best available information.

As outlined in the Texas Local Government Code §262.025, “A notice of a proposed purchase must be published at least once a week for two consecutive weeks in a newspaper of general circulation in the County, with the first day of publication occurring at least 14 days before the date of the bid opening.”

E. BIDDERS NOTIFICATION

The Bidders Notification MUST be distributed and documented via the following methods:

Distribute to a minimum of five (5) potential bidders via Certified Mail for grant-funded projects.

Documentation to be included in Bid File: Copy of Return Receipt (Green Card) for Certified Mail.

Post on the Texas Comptroller's Electronic State Business Daily (ESBD)/TX SmartBuy website

Documentation for Bid File: Copy of Posting Confirmation Email from ESBD/TX SmartBuy.

Post on Jefferson County Purchasing Department Webpage

In addition to the required notification methods, the Bidders Notification may be distributed and documented via the following methods:

Distribute via Non-Certified Mail

Documentation for Bid File: Either make a notation on Bidders' List in bid file or copy envelopes prior to being mailed out (making sure that Bidders' mailing address visible).

Email

Documentation for Bid File: Copy of Email and Sent Receipt and/or Read Receipt if available in bid file.

Fax

Documentation for Bid File: Copy of Fax Confirmation.

F. BONDING REQUIREMENTS

No bonds will be required for construction contracts that are *less than* \$50,000.

Bid Bonds

Bid bonds will not be required for construction contracts that are less than \$100,000. Bid bonds will not be required from any bidder whose rates are subject to regulation by a state agency.

If the Purchasing Agent decides that a bid bond is required for a particular contract, the notice to bidders or request for proposals will state that a bid bond in the amount of 5% of the contract price is required. A surety company authorized to do business in Texas must execute the bid bond.

Performance Bonds

For all contracts in excess of \$50,000 for the construction, repair, or alteration of a public work, or the prosecution or completion of any public work, the contractor, before commencing work, must execute a performance bond that is:

1. Payable to Jefferson County;
2. In the full amount of the contract;
3. Conditioned on faithful performance of the work in accordance with the plans, specifications, and contract documents;
4. Solely for the protection of the County;
5. Executed by a corporate surety or sureties in accordance with the Insurance Code; and
6. In a form approved by Commissioners' Court.

Payment Bonds

For contracts in excess of \$25,000 for the construction, repair, or alteration of a public work or the prosecution of completion of any public work, the contractor, before commencing work, must execute a payment bond that is:

1. Solely for the protection of all claimants supplying labor and material in the performance of work provided in the contract;
2. Payable to Jefferson County, Texas for the use of these claimants;
3. In the full amount of the contract;
4. Executed by a corporate surety or sureties in accordance with the Insurance Code; and
5. In a form approved by the Commissioners' Court.

G. RECEIPT OF COMPETITIVE BIDS

The following procedures will be adhered to when receiving bids:

1. The County Purchasing Department will receive all bids.
2. All bids will be stamped/marked with the time and date received. The date stamp/mark in the Purchasing Department will serve as the official time clock for the purpose of identifying the date and time bids were received in the Purchasing Department.
3. No bids will be received after the opening time on the day of the bid opening. All bids received after the opening time on the day of the bid opening will be returned unopened to the bidder along with notification that the bid was received after the bid due date and time.
Exceptions: Any exceptions to the above procedure will be solely the decision of the Purchasing Agent.
4. After bids are received, a secure place will be provided by the Purchasing Department for the holding of the bids until the bid opening date. The bids are to be received sealed and shall remain sealed until opened on the advertised date and time by the Purchasing Department in a public forum.
5. The above process shall be undertaken in a manner that will preclude any notion of favoritism, revealing bid prices, or any information. Having sealed bids publicly read should inhibit the perception that the Purchasing Department is manipulating the receiving of bids.

H. PUBLIC OPENING OF BIDS

Sealed bids will be opened publicly by the Purchasing Department and will be documented. Preliminary bid tabulations will be provided to the public upon request.

The Purchasing Agent will open the bids on the date, time and place specified in the notice and provide a copy to the Commissioners' Court. The date specified in the notice may be extended by the Purchasing Agent if an error is discovered in the original specifications. A bid that has been opened may not be changed for the purpose of correcting an error in the bid price.

I. EVALUATION OF BIDS

The Purchasing Department will evaluate all bids, with assistance from the user department, and a joint recommendation will be made to Commissioners' Court. Purchasing will be responsible for placing the item on the Agenda of the Commissioners' Court.

Evaluation of bids will be based on the following factors:

1. The relative prices of the bids, including the cost of repair and maintenance of heavy equipment if that is the subject of the bid, and the cost of delivery and hauling if road construction equipment;
2. Compliance of goods and services offered with specifications;
3. The responsibility of the Vendor, including the Vendor's safety record if the Commissioners' Court has adopted a definition of safety that is included in the bid;
4. The past performance of the vendor.

When the lowest priced bid is not the best bid, clear justification for not selecting the lowest bidder must be documented to the Commissioners' Court. This recommendation will be supported by clear and concise documentation from the user department that defines the rationale for awarding to other than the lowest bidder. A joint review of the bid by the Engineering Department and the Purchasing Department is required.

J. CONTRACT AWARD

The Purchasing Agent and the Engineering Department--if applicable to the project, will recommend contract award to Commissioners' Court in session. The Court shall:

1. Award the contract to the responsive and responsible bidder who submits the lowest and best bid; or
2. Reject all bids and publish a new notice.

If two or more responsive and responsible bidders submit the lowest and best bid, the Commissioners' Court shall decide between them by drawing lots in a manner prescribed by the County Judge.

A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before the Commissioners' Court and present evidence concerning the lower bidder's responsibility. After award, the Purchasing Agent will return the bid bonds of any contractor that was not awarded a contract.

After an award is made, a contract will be processed, and copies of the contract will be sent to the contractor, the user department(s), the County Auditor, the County Clerk, and the Purchasing Department.

K. CONTRACT ADMINISTRATION

The user department will be responsible for monitoring and documenting contractor performance/compliance and provide Purchasing with copies of this documentation, thereby keeping Purchasing apprised of all performance and compliance issues. Discussions that merely explain the interpretation of the specifications may be dealt with orally by the user department. If poor performance or non-compliance with the contract is evidenced, the user department will be responsible to initiate written corrective action with the contractor. Purchasing will be provided an advance copy of any written correspondence directing correction of a discrepancy. The user department will solicit Purchasing to initiate corrective action when the user department cannot resolve any conflict through correspondence in consultation with user department.

The occupant department must not provide any instruction or requests for changes directly to the contractor. Only the Purchasing Agent has the authority to give any directions directly to the contractor and submit change orders to Commissioners' Court for approval.

The Purchasing Agent will take all steps related to correcting non-compliance with the contract but must consult with the County Attorney before taking any steps toward suspension or termination of the contract unless emergency, life safety or property damages issues require immediate temporary work stoppage. Before any letters, notices or other communication related to termination or suspension are delivered, the contents of these must be reviewed by the County Attorney as the initial steps toward potential litigation.

SECTION 25: EXEMPTIONS TO THE COMPETITIVE PURCHASING PROCESS

A. PURCHASING ACT

Many goods and services can be exempted from the competitive Purchasing process if the Commissioners' Court orders the purchase exempt. Texas Local Government Code §262.024 lists all the circumstances when exemptions are allowable for purchases made out of current funds, bond funds, or through time warrants. The following is a list of these circumstances:

1. An item that must be purchased in a case of public calamity, if it is necessary to make the purchase promptly to relieve the necessity of the citizens, or to preserve the property of the County;
2. An item necessary to preserve or protect the public health and safety of the residents of the County;
3. An item necessary because of unforeseen damage to public property;
4. A personal or professional service;
5. Any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three-month period;
6. Any land or right-of-way;
7. An item that can only be obtained from one source, including
 - A. Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;
 - B. Films, manuscripts, or books;
 - C. Electric power, gas, water, and other utility services; and
 - D. Captive replacement parts or components for equipment.
8. An item of food;
9. Personal property sold
 - A. at auction by a state licensed auctioneer,
 - B. at a going-out-of-business-sale held in compliance with Subchapter F, Chapter 17, Business and Commerce Code or
 - C. by a political subdivision of this state, state agency of this state, or any entity of the federal government;
10. Any work performed under a contract for community and economic development made by a County under §381.004; or
11. Vehicle and equipment repairs.
12. The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the Commissioner's Court by order grants the exemption and if:
 - A. The lease or agreement has gone through the competitive bidding procedure within the preceding year;
 - B. The renewal or extension does not exceed one year, and
 - C. The renewal or extension is the first renewal or extension of the lease or agreement.

A. PUBLIC PROPERTY FINANCE ACT

Texas Local Government Code §271.056 lists all the circumstances when exemptions are available for purchases made out of certificate of obligation funds

B. POLICY

Exemption orders must be processed through the Purchasing Department. In all cases except the acquisitions of interests in land for County roads, bridges, and parks, and all fee simple purchases of real property, the Purchasing Agent will request the exemption order from Commissioners' Court.

C. EMERGENCY

"Emergency" means circumstances in which an immediate response is required to provide for the safety of persons or property.

D. SOLE SOURCE GOODS AND SERVICES

Sole source goods and services require a statement from the Purchasing Agent as to the existence of only one source, and specifically noting which type of listed sole source good or service is being purchased. The statement will be submitted for acceptance by Commissioners' Court and must be entered in the minutes of the meeting of Commissioners' Court.

SECTION 26: RENEWAL OF EQUIPMENT LEASES AND MAINTENANCE CONTRACTS

The renewal or extension of a lease or of an equipment maintenance contract can be exempt from formal competitive bidding, if the Commissioners' Court, by order, grants the exemption, **and if:**

1. The lease or contract has gone through formal competitive bidding within the preceding year;
2. The renewal or extension does not exceed one year; and
3. The renewal or extension is the first renewal or extension of the lease or contract.

SECTION 27: RECEIPT OF GOODS

A. POLICY

Departments must notify the Purchasing Department if goods are not received by the due date or if damaged freight is delivered.

B. VERIFICATION OF ORDERS

Department employees receiving shipments should pay particular attention to the delivery ticket, and how it matches the County's purchase order. The person receiving goods must verify that all goods were shipped as stated on the delivery ticket, and sign on all of the appropriate receiving documentation.

C. DAMAGED FREIGHT

When a shipment arrives, the user department must inspect the condition of all cartons. If freight is undamaged, the department receiving shipment should sign the freight bill.

If freight is visibly damaged, receiving department must instruct the deliverer to note the damage on the freight bill and sign it.

If there is concealed damage, save the shipping cartons and notify Purchasing of the damages.

Damaged freight must be reported to the freight line within 15 days after delivery. After 15 days, the freight line is no longer liable for the damages. All packing materials and boxes should be kept in the event of damaged freight shipments.

D. VENDOR PERFORMANCE

Departments must notify the Purchasing Department of poor vendor performance to ensure all goods and services are received in accordance with the terms of the procurement and reduce the risk in the contract award process. Department Heads shall notify the Purchasing Agent in writing of any vendor performance issues their department has encountered including delivery time, quality of goods, poor construction and performance of services procured.

SECTION 28: ASSET INVENTORY INSTRUCTIONS

A. ALL DEPARTMENTS

Each Department Head or Elected Official has the primary responsibility for ensuring protective custody, and accounting for, all County fixed assets assigned to their department.

Note:

This responsibility includes examining the ***Asset Register by Department***, which is distributed annually by the Purchasing Department. This report is generated from fixed asset records stored in the County's HTE Fixed Asset System. All reports must be signed by the Department Inventory Coordinator and returned to the Purchasing Department by the date indicated on the cover letter. Any discrepancies should be noted directly on the report. Any appropriate documentation substantiating the discrepancies should be subsequently submitted to the Purchasing Department in care of the Purchasing Agent for reconciliation of fixed asset records via direct update to the FA module.

In general, though it is the responsibility of each County Department to account on an annual basis for all assigned County fixed assets, the Purchasing Agent may spot check or conduct a full inventory of any County Department, and recommend changes.

B. DEFINITIONS

FIXED ASSET – is tangible property (something you can touch or see) and computer software expected to be useful to the County for more than one year and has a cost of at least \$5,000.00. Examples of fixed assets include machinery, automotive vehicles, furniture, buildings, and improvement to buildings. Normal maintenance and repair is not a fixed asset. However, if the maintenance or repair is substantial and it drastically extends the life of the asset, it should be capitalized (recognized as a fixed asset).

SALVAGE PROPERTY – is defined as property that, because of use, time, or accident, is so worn, damaged, or consumed that it has no value for the purpose for which it was originally intended, but does otherwise have value.

SURPLUS PROPERTY – is property, other than salvage, not currently useful, but considered to have future usefulness, either as originally intended or otherwise.

C. ANNUAL INVENTORY

Annually, an inventory of all County property is made prior to July 1st in order to comply with State Law. The purpose of the inventory of assets in Jefferson County is to verify the accuracy of our asset records. This verification includes checking the accuracy of information on the current asset listing and reporting assets which may not be included on the list or which should be deleted. In order to accomplish this purpose, please follow the steps listed below:

1. Conduct the inventory one room at a time in your office area, making certain that all assets in the room are included on the computer printout or listed on the separate "Assets Not Listed on Printout" sheet. Place a check mark (✓) to the right of the asset number for each asset listed as you locate it. Please watch for small items that could be stored inside a desk, cabinet, or closet.

2. For each asset, check the accuracy of all information on the printout, including asset number, description, location and serial number. In most instances, you will not be able to verify the acquisition date and cost.
 - a. Corrections to the information on the printout should be made in red ink.
 - b. Watch carefully for recently acquired assets and the ones that they replaced to be sure that the correct asset is listed.
3. If assets that were previously submitted for an auction remain on your printout, please mark those items as "Auction."
4. If the location is not indicated on your printout or is different from the location shown, please make the correction.
5. Indicate whether the asset is currently **used** in your office. This information should be shown on all assets.
6. Please indicate the condition of the asset, using the following symbols:

G	Good	F	Fair
B	Bad	X	Broken
7. After all assets currently on hand have been marked on the inventory list, please review those that are not checked off on the printout. Indicate the disposition of each missing asset.
8. After you have completed the inventory, please sign and date the Asset form, which verifies that you have completed the inventory according to instructions.
9. Return one marked copy of the inventory printout, verification form, and Assets Not Listed on Printout form to the Purchasing Department as soon as you have completed the inventory. All forms should be returned within 7 – 10 working days.
10. Keep a copy of all material submitted to the Purchasing Department. A process of retagging all assets will take place during the summer. Your copy of the materials will be a good reference if questions come up at that time.

The Purchasing Department appreciates the assistance of each department in maintaining its inventory. With your help, we should be able to greatly improve the information in the asset files. Future inventories should be much easier with this updated information and the tags that will be placed on items.

SECTION 29: CLOSING

The Purchasing Agent has issued this Policy and Procedure Manual as a guideline for all County Department and County Employees to follow for all procurement procedures. The Purchasing Department works with all County Employees to ensure these policies and procedures are followed under the guidance of the Purchasing Agent's oversight and the approval of Jefferson County Commissioners' Court.

LEGAL NOTICE
Advertisement for Invitation for Bids

October 14, 2025

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 25-049/CG), Term Contract for Prisoner Transportation Services for Jefferson County**. Specifications for this project may be obtained from the Jefferson County website, <https://jeffersoncountytexas.gov/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Term Contract for Prisoner Transportation Services for Jefferson County
BID NUMBER: IFB 25-049/CG
DUE BY TIME/DATE: 11:00 AM CST, Wednesday, November 19, 2025
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytexas.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffersoncountytexas.gov.

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

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

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



Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

PUBLISH:
The Examiner:
 October 16, 2025 & October 23, 2025

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BID SUBMISSIONS:

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://jeffersoncountytexas.gov/Purchasing/>

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.

1.1 BIDS.

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

1.2 AUTHORIZED SIGNATURES.

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

1.5 WITHDRAWAL OF BID AFTER OPENING.

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

1.6 BID AMOUNTS.

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

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

1.8 ALTERNATES.

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

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

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

price cannot be determined, such as with vague wording that may include “price in effect at the time of delivery,” and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 CHANGE ORDER.

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

Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor

representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

supplier(s).

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

20. DEFINITIONS.

“County” – Jefferson County, Texas.

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

21. SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

Dallas Fort Worth MBDA Business Center

8828 N. Stemmons Freeway, Ste. 550 B

Dallas, TX 75247

214-920-2436

Website: <https://www.mbdadfw.com>

Email: admin1@mbdadallas.com

El Paso MBDA Business Center

2401 East Missouri Avenue

El Paso, TX 79903

915-351-6232

Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>

Email: treed@ephcc.org

San Antonio MBDA Business Center

501 W. Cesar E. Chavez Blvd., Ste. 3.324 B

San Antonio, TX 78207

210-458-2480

Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>

Email: Jacqueline.jackson@utsa.edu

Small and woman-owned business may be eligible for assistance from U.S. Small Business Administration (SBA):

Website: <https://www.sba.gov/local-assistance>

Dallas/Fort Worth District Office

150 West Parkway, Ste. 130

Euless, TX 76040

817-684-5500

Website: <https://www.sba.gov/district/dallas-fort-worth>

Email: dfwdo.email@sba.gov

El Paso District Office

211 N. Florence St, Ste. 201

El Paso, TX 79901

915-834-4600

Website: <https://www.sba.gov/district/el-paso>

Email: lee.vega@sba.gov

Houston District Office

8701 S. Gessner Dr, Ste. 1200

Houston, TX 77074

713-773-6500

Website: <https://www.sba.gov/district/houston>

Email: houston@sba.gov

Lower Rio Grande Valley District Office

2422 E. Tyler Ave, Suite E

Harlingen, TX 78550

956-427-8533

Website: <https://www.sba.gov/district/lower-rio-grande-valley>

Email: lrgvdo.email@sba.gov

San Antonio District Office

615 E. Houston St, Ste 298

San Antonio, TX 78205

210-403-5900

Website: <https://www.sba.gov/district/san-antonio>

Email: sado.email@sba.gov

West Texas District Office

1205 Texas Ave, Room 408

Lubbock, TX 79401

806-472-7462

Website: <https://www.sba.gov/district/west-texas>

Email: lubdo@sba.gov

HUB certification information can be found at:

Statewide Procurement Division HUB Program

P.O. Box 13528

Austin, TX 78711

512-463-5872 or 888-863-5881

Website: <https://comptroller.texas.gov/purchasing/vendor/hub>

Email: statewidehubprogram@cpa.texas.gov

PROPOSER: INSERT HUB, SBE, MBE or WBE Certification behind this page.

SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS
REQUIRED BY 2 C.F.R. §200.327 APPENDIX II TO 2 CFR §200

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of January 3, 2025.**

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Although not required for contract at or below the SAT, FEMA suggests including a remedies provision. The NFE should consult their servicing legal counsel to determine whether and how remedies for breach of contract are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. FEMA suggests including a termination for cause and for convenience in all contracts even when not required. The NFE should consult their servicing legal counsel to determine whether and how termination provisions are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 41 CFR 60-1.4 Equal opportunity clause. b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

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

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

	The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. FEMA PA and HMGP do not require these clauses unless it is a requirement for matching funds by another federal program legislation such as CDBG-DR. When required, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.	2 CFR 200 APPENDIX II (D); 40 U.S.C. §§ 3141- 3144 and 3146- 3148; supplemented by 29 C.F.R. Part 5; 40 U.S.C. § 3145; supplemented by 29 C.F.R. Part 3

	In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. Sample contract clauses are provided in the FEMA Contract Provisions Guide .	
> \$100,000+ Mechanics or Laborers	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. <u>Applicability</u> This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements <i>do not</i> apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. <u>Required Language</u> Compliance with the Contract Work Hours and Safety Standards Act. 1. <i>Overtime requirements.</i> No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 2. <i>Violation; liability for unpaid wages; liquidated damages.</i> In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. 3. <i>Withholding for unpaid wages and liquidated damages.</i> The (insert	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701- 3708; supplemented by 29 C.F.R. Part 5

	name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. 4. <i>Subcontracts.</i> The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the language below. <u>Suggested Language</u> Further Compliance with the Contract Work Hours and Safety Standards Act. 1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.	
None	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); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).

	This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.	
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). <u>Suggested Language:</u> Clean Air Act The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 <i>et seq.</i> The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA. Federal Water Pollution Control Act The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 <i>et seq.</i> The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401- 7671q; 33 U.S.C. §§ 1251-1387
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989	2 CFR 200 APPENDIX II (H); 2 C.F.R. Part 180

	Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified. <u>Suggested Language:</u> Suspension and Debarment This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.	(implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Non-procurement Debarment and Suspension, implementing 2 C.F.R. Part 180).
> \$100,000; and Certification required for all contracts greater than \$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000. <u>Required Certification:</u> CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303; (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)

Work involves the use of materials, and the contract is for more than \$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. <u>Suggested Language:</u> In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.	2 CFR 200.323; Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962)
>\$100,000	<i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i> A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). 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 contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement	

	or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. 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. D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. 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. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. 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 contract. 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 contract 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).	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:	2 CFR 200.216

	(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If	2 CFR 200.336

	paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	
None; All FEMA declarations and awards issued on or after November 12, 2020.	<u>Suggested Language:</u> If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) listed below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below. (b) Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.	2 C.F.R. § 200.321(b)(1)-(5)
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds	2 CFR 200.334; and 200.337

	must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. <u>Suggested Language for All Procurements:</u> - The Contractor agrees to provide (insert non-federal entity), the Texas Division of Emergency Management (TDEM), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. - The FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. - The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. - In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental Corporation may not enter into a governmental contract with a company that	United States Code 19 U.S.C. 2511

	is identified on a list prepared and maintained by the U.S. Department of Treasury under Executive Order 13224. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 8 U.S.C.1189(a)(1) of the United States Code.	
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental Corporation may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and will not boycott Israel during the term of the contract.	(Adhere to your State's Local Government Code)
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	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. <u>Suggested Language:</u> The CONTRACTOR 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. 94-163, 89 Stat. 871).	42 U.S.C. 6201
	The Firm 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.	Section 504 of the Rehabilitation Act of 1973, as amended.
	Pursuant to the <i>Violence Against Women Act Reauthorization of 2022</i> , the Grant Recipient must certify that local policies do not interfere with the residents' Right to Report Crime and Emergencies from One's Home. The certification will confirm that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services, or that the Grant Recipient is actively addressing such local regulations.	Pub. L. 117-103, 136 Stat. 49

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor_____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

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

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

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

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copies; with all copies to include a Completed Copy of this Specifications Packet (**in its entirety.**)

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://jeffersoncountytexas.gov/Purchasing/>

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, November 19, 2025.

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

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

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

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

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

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

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

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2025):

~~January 20 (Monday) – Martin Luther King, Jr. Day~~
~~April 18 (Friday) – Good Friday~~
~~May 26 (Monday) – Memorial Day~~
~~June 20 (Friday) – Juneteenth~~
~~July 4 (Friday) – Independence Day~~
~~September 1 (Monday) – Labor Day~~
 November 11 (Tuesday) - Veteran's Day
 November 27 & 28 (Thursday & Friday) - Thanksgiving
 December 25 & 26 (Thursday & Friday) Christmas
 January 1, 2026 (Thursday) - New Year's

Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

2. PRE-BID MEETING AND WALK-THROUGH.

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

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to Cindy Greene, Contract Specialist at: Cynthia.greene@jeffersoncountytexas.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent via email at: deb.clark@jeffersoncountytexas.gov.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **Friday, October 31, 2025.**

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

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

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

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

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

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

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

Vendors must enter the required information on Form 1295, and print a copy of the completed form.

The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department with bid submission.

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

A sample of a completed FORM 1295 is included on **PAGE 36**.

FORM 1295 Implementation Background:

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

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

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE COMPLETED FORM 1295

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY 	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE			
4 Name of Interested Party		City, State, Country (place of business)	
		Nature of Interest (check applicable)	
		Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X
5 Check only if there is NO Interested Party.		CHECK BELOW IF APPLICABLE ☐	
6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. My name is _____, and my date of birth is _____. My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20_____. (month) (year) _____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

All insurance must be written by an insurer licensed to conduct business in the State of Texas with Documentation that the Insurance Carrier is aware that Contractor is in the business of transporting inmates.

Minimum Insurance Requirements: (FCMSA Minimums)

Public Liability, including Products & Completed Operations:	\$1,500,000 (15 passengers or less)
	\$5,000,000 (16 passengers or more)

Excess Liability

\$1,000,000

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

Commercial General Liability Policy: \$3,000,000

Professional Liability: \$1,000,000

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE**11.1 Definitions:**

11.1.1 Certificate of coverage ("Certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

11.1.2 Duration of the project – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

11.1.3 Persons providing services on the project ("Subcontractor") in article 406.096 – Includes all persons or entities performing all or part of the services under the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

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

11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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

11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

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

11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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

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

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 25-049/CG) Term Contract for Prisoner Transportation Services for Jefferson County

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytexas.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or by email at deb.clark@jeffersoncountytexas.gov. Please reference Bid Number: IFB 25-049/CG.

4.0 SCOPE OF PROJECT:

Jefferson County is soliciting bids for Interstate and Intrastate Prisoner Transportation Services by land and air between Jefferson County To/From anywhere in the Continental United States, Alaska and Hawaii. The County aims to establish such services which adhere to all applicable state, federal and local laws and standards related to prisoner transport and provides for the welfare and security of prisoners from the moment custody is taken until they reach the designated destination.

Contractor must utilize trained and certified personnel and provide transport in secure, properly equipped vehicles which meet all regulations. Contractor must comply with all pertinent provisions of the United States Department of Transportation (USDOT), Federal Motor Carrier Safety Administration (FMCSA) 49 C.F.R., Parts 385, 390-396, U.S. Department of Justice regulations 28 C.F.R., Part 97 created pursuant to passage of the "Interstate Transportation of Dangerous Criminals Act of 2000", known as "Jeanna's Act", and all other pertinent federal regulations. The Contractor shall have and maintain a Satisfactory Audit Carrier Safety Rating from the FMCSA prior to the commencement of the resulting contract.

Contractor is responsible for all costs associated with the Prisoner Transportation Services, other than necessary prisoner medical costs, needed to perform the contracted services. This includes but is not limited to insurance, permits, licenses, vehicles and their maintenance and fuel, meals, trained personnel and all necessary tools, weapons, equipment, supervision and expertise.

Term: The initial contract is for a term of one (1) year with the option to renew for up to four (4) additional one-year terms.

4.1 SPECIFICATIONS:

4.1.1 Contractor shall have, in place and in operation, a ground transportation system which operates seven (7) days a week, 365 days per year and available twenty-four (24) hours per day. Jefferson County Sheriff's Department shall have communication system access with the Contractor at all times.

4.1.2 Contractor shall have the ability to provide prisoner transportation and extradition services when called upon, anywhere in the United States by vehicle, or by air, when appropriate under the circumstances and distance of travel required. These services shall be conducted under the established law and policy.

4.1.3 All prisoners shall be transported by ground unless special circumstances dictate otherwise, and those prisoners will be handled on a case-by-case basis. In the event air services are required to transport prisoners, prior written approval by the Jefferson County Sheriff's Department is required.

4.1.4 Contractor shall have vehicles that are properly equipped to transport prisoners. The vehicles shall be in good operating condition and shall meet all state and/or federal requirements for motor vehicles. All necessary maintenance and repairs shall be the Contractor's responsibility. Contractor shall provide vehicle registration as proof of ownership upon request by the Jefferson County Sheriff's Department.

4.1.5 Vehicles being used by Contractor shall be designed/modified to include the following: Separate and secure area for the driving team. Doors and windows unable to be opened from the inside of the prisoner compartment. Welded steel screens covering windows. Equipped with a reliable form of mobile communications. Operational heat/AC for the entire vehicle.

4.1.6 Contractor shall provide at least two (2) officers to each vehicle transporting a prisoner. Contractor will furnish qualified female personnel when possible when transporting female prisoners. All drivers and transport officers shall be trained and licensed to carry firearms in accordance with all State and Federal requirements.

4.1.7 Contractor shall separate male and female prisoners during transport.

4.1.8 Contractor shall secure all prisoners in their custody with restraining devices that secure their hands in front to a waist chain or similar device. Legs will be secured with leg irons or similar. These restraints will be utilized for the duration of the time the Contractor has custody of the prisoner.

4.1.9 Prior to accepting custody of any prisoner, Contractor will be required to photograph the prisoner for identification purposes. This photograph is to be attached to the prisoner transport order which contains a complete physical description. This action is to minimize the possibility of a prisoner mix-up at the holding facility and also will provide a complete physical detail in the event of a major incident. All prisoner property is to be searched by the Contractor at the holding facility to preclude the concealment of contraband items.

4.1.10 During transport, Contractors shall provide prisoners a minimum of three (3) meals per twenty-four (24) hour period.

- a. Within a twenty-four (24) period, Contractor shall provide two (2) hot meals. The third meal per twenty-four (24) hour period may be a cold meal.
- b. Meals from fast-food type restaurants or delicatessens shall be acceptable.
- c. Mealtimes shall closely correspond to typical breakfast, lunch, and dinner times as a practical and possible during transport.
- d. All meals shall be included in the bid cost of the transportation.

4.1.11 Contractor shall be authorized to obtain emergency medical treatment for prisoners whenever deemed necessary. Contractor shall immediately notify the Jefferson County Sheriff's Department of any emergency medical treatment that requires immediate attention.

4.1.12 Contractor shall be responsible for all costs that may occur during transport for its employees and prisoners; excluding medical costs for the prisoner, during the term of the contract.

4.1.13 Any delay during transport that results in lodging requirements for the prisoner(s) shall be arranged by the Contractor with the appropriate local detention facility. This includes but is not limited to inclement weather and mechanical malfunctions.

4.1.14 In the event of any unusual incident, situation or emergency which arises in the performance of this contract, Contractor shall immediately notify Jefferson County Sheriff's Department. For purpose of this subparagraph, "unusual incident, emergency or situation" includes but is not limited to, any act of violence or attempted act of violence by a prisoner or any other breach of security, an unusual delay in the transportation of a prisoner, any medical treatment, and any refusal of law enforcement agencies to release a prisoner to the Contractor as authorized agencies and directed by Jefferson County Sheriff's Department.

4.1.15 Contractor shall maintain complete documentation for all prisoners transported, including but not limited to: Prisoner receipt forms, Personal property control forms and Medical information forms.

4.2 INTERNAL AND EXTERNAL STANDARDS AND GUIDELINES

4.2.1 Contractor shall possess and maintain valid licenses, permits, and adhere to all federal, state, and local regulations.

4.2.2 Policies, practices, and procedures must be in effect to prohibit the mistreatment of prisoners, including prohibitions against the use of excessive force, and sexual misconduct.

4.2.3 Contractor must employ pre-employment screening measures for all potential employees, including but not limited to a fingerprint-based background check and a test for the use of controlled substances.

4.2.4 Employee uniforms must be worn at all times while the employee is engaged in transportation or guarding of all prisoners. The employee must display proper identification credentials, including a photograph, employee's name, and date of issuance.

4.2.5 Employees must be a United States Citizen or possess the necessary authority from the U.S. Citizenship and Immigration Services to be employed in the United States.

4.2.6 Employees must possess a valid state-issued driver's license.

4.2.7 Contractor must adhere to the maximum driving time provisions applicable to commercial motor vehicle operators, as set forth in Department of Transportation regulations at 49 CFR 395.3 (<https://www.ecfr.gov/current/title-49/subtitle-B/chapterIII/subchapter-B/part-395/subpart-A/section-395.3>) which will apply regardless of whether the Contractor is covered by Department of Transportation regulations.

4.2.8 Contractor must adhere to certain minimum standards with respect to the number of employees required to monitor violent prisoners during transportation. The Contractor must ensure that at least one guard is on duty for every two prisoners transported.

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

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

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

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

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

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

For clarification of this offer, contact:

Company Name

Address

Name & Title

City State Zip

Phone Fax

Signature of Person Authorized to Sign

E-mail

Printed Name

Title

REQUIRED FORM

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Prisoner Transportation Services for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. (IFB 25-049/CG), Term Contract for Prisoner Transportation Services for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

**BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**

Item	Ground Transport: Adult		
1	Adult Prisoner Transport	Price per mile	\$
		Is there a minimum charge per transport?	Yes____ No____
		If Yes, state minimum charge:	\$
	Cost for additional adult prisoner	Price per mile	\$
		Is there a minimum charge per transport?	Yes____ No____
		If Yes, State minimum charge:	\$

Item	Ground Transport: Juvenile		
2	Juvenile Prisoner Transport	Price per mile	\$
		Is there a minimum charge per transport?	Yes____ No____
		If Yes, state minimum charge:	\$
	Cost for additional Juvenile prisoner	Price per mile	\$
		Is there a minimum charge per transport?	Yes____ No____
		If Yes, State minimum charge:	\$

Item	Air Transport: Adult		
3	Adult Prisoner Transport by Air:	Hourly rate per officer:	\$
	Price all-inclusive other than airfare	Is there a minimum charge per transport?	Yes____ No____
	Airfare to be itemized on invoice	If Yes, state minimum charge:	\$
		Is there a markup on airfare?	Yes____ No____
		If Yes, state the Markup:	\$

Item	Air Transport: Juvenile		
4	Juvenile Prisoner Transport by Air: Price all-inclusive other than airfare Airfare to be itemized on invoice	Hourly rate per officer:	\$ _____
		Is there a minimum charge per transport?	Yes _____ No _____
		If Yes, state minimum charge:	\$ _____
		Is there a markup on airfare?	Yes _____ No _____
		If Yes, state the Markup:	\$ _____

Item	Miscellaneous	
5	Additional Fee for rush/Expedited pick up:	Yes _____ No _____
	If yes, state the fee:	\$ _____
6	Additional Fee for medical ground transport:	Yes _____ No _____
	If yes, state the fee:	\$ _____

Do you currently possess a Satisfactory Audit Rating from FMCSA? _____ Yes _____ No
(please attach FMCSA Company Snapshot)

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

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

REQUIRED FORM

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

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

REQUIRED FORM

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

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

Date

REQUIRED FORM

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

CONFLICT OF INTEREST QUESTIONNAIRE

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

Adopted 8/7/2015

REQUIRED FORM

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

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

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

☐ Yes ☐ No

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

Did the Prime Contractor/Consultant . . . ?

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

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

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM

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

☐ Yes ☐ No

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Prime Contract Amount: \$

Description of Subcontract Work to be Performed:

Date _____

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

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

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

Prime Contractor: HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity):

Address: _____

Street	City	State	Zip

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

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

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

Construction HUB Goals: 12.8% MBE::	%	12.6% WBE:	%
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Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

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

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity):

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

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

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

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

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

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

☐ Yes☐ No

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

Subcontractor Name: _____

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Subcontractor Name:

Address: _____

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

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

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

Subcontractor Name: _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Subcontractor Name:

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Name (print or type): _____

Title:

Signature: _____

Date: _____

E-mail address:

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address:

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

REQUIRED FORM

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

REQUIRED FORM

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

SENATE BILL 252 CERTIFICATION

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

Company Name

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

Purchasing Representative

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

for _____ and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said _____.
(name of firm)

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

Name and address of Bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 20____.

REQUIRED FORM

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

Notary Public in and for
the State of _____

MASTER SERVICES AGREEMENT FOR EMERGENCY DEBRIS MONITORING SERVICES

THIS AGREEMENT is made this **14th day of October 2025**, by and between **Jefferson County, Texas**, located at **1149 Pearl Street, 1st Floor, Beaumont, TX 77701** (hereinafter referred to as ("CLIENT") and **Tetra Tech, Inc.** (hereinafter referred to as ("CONTRACTOR")), located at **2301 Lucien Way, Suite 120, Maitland, FL 32751**.

WHEREAS, Client has issued **RFP 25-035/CG** for **Emergency Debris Monitoring Services for Jefferson County** which is attached hereto as **Exhibit A**.

WHEREAS, Client has reviewed Contractor's response to **RFP 25-035/CG** and wishes to enter into a contractual agreement with Contractor to provide emergency disaster debris monitoring services which the Technical Approach and Rate Schedule are attached hereto as **Exhibit B and C**.

NOW, THEREFORE in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services:** Contractor and Client agree Contractor will perform emergency disaster debris monitoring services as described in Exhibit A and B (Client's RFP and Contractor's Technical Approach), attached hereto. Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by Contractor will be determined by Client and specified in writing on each Task Order.
2. **Term:** The term of this Agreement shall begin on the date written above and be in effect for one (1) year with the option to renew for up to two (2) additional periods of one (1) year each by mutual consent.
3. **Independent Contractor:** Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of the Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.
4. **Standard of Care:** Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or contractors performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
5. **Federal Requirements:** Contractor must comply with all applicable federal regulations from 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II which are attached hereto as **Exhibit D**.
6. **Uncontrollable Forces:** Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, strike, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client. The schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Contractor for any additional costs due to the delay.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party

MASTER SERVICES AGREEMENT FOR EMERGENCY DEBRIS MONITORING SERVICES

could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

7. **Fee for Services:** The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Contractor's Billing Rates as set forth in **Exhibit C**. Special costs such as boat rental and marine expenses may be billed to the Owner at cost without mark-up

The hourly rates shall remain firm for the initial term of the agreement. The hourly rates for any extended terms shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U) (All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

8. **Compensation:** Payment terms are net thirty (30) days. Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client and shall promptly notify Contractor of any invoice discrepancies. Contractor and Client will work in good faith to resolve any such discrepancies within ten (10) days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, Client shall proceed with partial payment within Net 30 days of the date of the invoice. Under no circumstances shall payment of Contractor's invoices be contingent on reimbursement of Client by any third-party authority or funding source. Any interest charges due from Client on past due invoices are in addition to amounts otherwise due under this Agreement.

All invoices shall be delivered to:
Jefferson County Auditing Department
1149 Pearl St, 7th Floor
Beaumont, TX 77701
acctspay@jeffersoncountytexas.gov

Payment shall be made to and delivered to:
Tetra Tech, Inc.
PO Box 200191
Dallas, TX 75320-0191

9. **Indemnity:** Contractor shall save harmless the Client from all claims and liability due to activities of itself, its agents, or employees, performed under this Agreement to the extent caused by the negligent act, error or omission of the Contractor or of any person employed by the Contractor. Contractor shall also save harmless the Client from reasonable attorney fees which might be incurred by the Client in litigation or otherwise resisting said claims or liabilities which might be imposed on the Client as result of such activities by the Contractor, its agents, or employees.
10. **Insurance:** During the course of performance of the services under this agreement, Contractor will maintain the following insurance coverages:

Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$1,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit

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Professional Liability U.S. \$1,000,000 per claim and in the aggregate

Before beginning any work, Contractor shall deliver to Client, a Certificate of Insurance evidencing that the above coverages are in effect as well as naming Client as an Additional Insured. An Additional Insured Endorsement must accompany the Certificate of Insurance. Such coverage will not be canceled or materially changed without thirty (30) days written notice.

11. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor. If Client releases the Work Products to a third party, other than Client's auditors, without Contractor's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, and (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products.
12. **Limitation of Liability:** No employee of Contractor shall have individual liability to Client. To the extent permitted by law, the total liability of Contractor, its officers, directors, shareholders, employees and Subcontractors for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed the greater of one million dollars (U.S. \$1,000,000) or the amount actually paid to Contractor under this Agreement.
13. **No Consequential Damages:** In no event and under no circumstances shall Contractor be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion, or for any other economic, consequential, indirect or special damages.
14. **Information Provided by Others:** Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.
15. **Safety and Security:** Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's or Subcontractor's employees.
16. **Termination:** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Contractor for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations under this Agreement, the non-defaulting party, after giving ten (10) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued by the defaulting party, terminate this Agreement or suspend performance under this Agreement.
17. **Dispute Resolution:** Contractor and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner, and that if resolution cannot be made, the parties agree to attempt to mediate the conflict by a professional mediator. If mediation does not settle any

MASTER SERVICES AGREEMENT FOR EMERGENCY DEBRIS MONITORING SERVICES

dispute or action which arises under this Agreement, either party may pursue litigation after notifying the other party of its intentions.

18. **Successors and Assigns:** This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
19. **Notices:** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client:	Contractor:
Jefferson County Purchasing Department	Contracts Department
Attn: Debroah Clark	Tetra Tech, Inc.
1149 Pearl Street, 1 st Floor	2301 Lucien Way, Suite 120
Beaumont, TX 77701	Maitland, FL 32751
Telephone: (409) 835- 8593	(407) 803-2551 (Betty Kamara)
deb.clark@jeffersoncountytexas.gov	TDR.Contracts@tetratetech.com

20. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the remainder of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
21. **Governing Law and Venue:** This Agreement shall be construed under and governed by the laws of the State of Texas without giving effect to its principles on conflicts of law and applicable federal laws and regulations. Any disputes arising thereunder may only be brought in the appropriate state court in Jefferson County, Texas.
22. **Access and Audits:** Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least three (3) years following final payment to the Client as Federal Emergency Management Agency sub-grantee. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Contractor's place of business to the Client, FEMA Administrator, Comptroller General of the United States and their respective designees and authorized agents, for purposes of inspection, reproduction, and audit without restriction.
23. **Non-Discrimination:** The Contractor warrants and represents that all of its employees will be treated equally during employment without regard to race, color, religion, gender, age or national origin.
24. **Waiver:** A waiver by either the Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

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The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

25. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.
26. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
27. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client unless such disclosure is required by a federal or Texas law or regulation.
28. **Data Protection:** Each party shall comply with all applicable laws and regulations relating to the processing, protection, or privacy of personal data, including where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction. Each party agrees that it shall keep such personal data in a secure technological environment.
29. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.
30. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

INTENTIONALLY LEFT BLANK

**MASTER SERVICES AGREEMENT
FOR EMERGENCY DEBRIS MONITORING SERVICES**

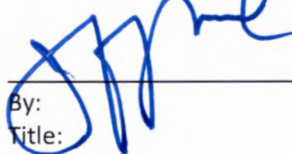
IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal name by persons authorized to execute this Agreement as of the day and year first written above.

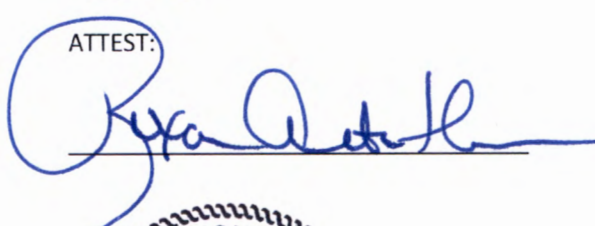
CONTRACTOR:
TETRA TECH, INC.


By: Jonathan Burgiel
Title: Business Unit President

ATTEST: 
Betty Kamara, Contracts Manager

CLIENT:
Jefferson County, Texas


By: _____
Title: _____

ATTEST: 

ATTACHMENTS:

- Exhibit A: Jefferson County, TX RFP 25-035/CG
- Exhibit B: Tetra Tech Technical Approach
- Exhibit C: Tetra Tech Fee Schedule
- Exhibit D: Federal Provisions (2CFR200)



MASTER SERVICES AGREEMENT
FOR EMERGENCY DEBRIS MONITORING SERVICES

EXHIBIT A

Jefferson County, TX RFP # 25-035/CG
For Emergency Debris Monitoring Services

LEGAL NOTICE
Advertisement for Request for Proposal

August 5, 2025

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for **Request for Proposals (RFP 25-035/CG), Emergency Debris Monitoring Services for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.** Specifications for this project may be obtained from the Jefferson County website, <https://jeffersoncountytexas.gov/Purchasing/> , or by calling 409-835-8593.

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

PROPOSAL NAME: **Emergency Debris Monitoring Services for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.**

PROPOSAL NUMBER: **RFP 25-035/CG**

DUE DATE/TIME: **11:00 AM CT, Wednesday, September 10, 2025**

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

Any questions relating to these requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or Cynthia.greene@jeffersoncountytexas.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or email at: deb.clark@jeffersoncountytexas.gov.

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

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

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



Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH: Beaumont Enterprise & Port Arthur News: August 6, 2025 The Examiner: August 7, 2025 & August 14, 2025
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PROPOSAL SUBMITTAL CHECKLIST

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

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

Proposer shall check each box indicating compliance.

REQUIRED FORM
Proposer:
Please complete this
form and include with
proposal submission.

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

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

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

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

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

 Company

 Telephone Number

 Address

 Fax Number

 Authorized Representative (Please print)

 Title

 Authorized Signature

 Date

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding Emergency Debris Monitoring Services.

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

1.1 VENDOR INSTRUCTIONS

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

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

1.2 GOVERNING LAW

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

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

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

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

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

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

1.5 PROPOSAL PREPARATION COST

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

1.6 SIGNATURE OF PROPOSAL

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

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

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

1.7 ECONOMY OF PRESENTATION

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

1.8 PROPOSAL OBLIGATION

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

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

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

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

1.10 GOVERNING FORMS

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

1.11 IMPLIED REQUIREMENTS

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

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

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

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

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

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

1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

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

INSTRUCTIONS:

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

Vendors must enter the required information on Form 1295, and print a copy of the completed form.

The form will include a certification of filing that will contain a unique certification number.

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

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

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 7.

FORM 1295 Implementation Background:

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

VENDOR:ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE

JEFFERSON COUNTY, TEXAS

VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE.

Nature of Interest (check applicable)

Controlling

Intermediary

X

x

CHECK BELOW IF APPLICABLE

VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Revised 12/22/2017

NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

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

1.16 EVALUATION

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

1.17 WITHDRAWAL OF PROPOSAL

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

1.18 SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

Dallas Fort Worth MBDA Business Center

8828 N. Stemmons Freeway, Ste. 550 B

Dallas, TX 75247

214-920-2436

Website: <https://www.mbdadfw.com>

Email: admin1@mbdadallas.com

El Paso MBDA Business Center

2401 East Missouri Avenue

El Paso, TX 79903

915-351-6232

Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>

Email: treed@ephcc.org

Houston MBDA Business Center

3100 Main Street, Ste. 701

Houston, TX 77002

713-718-8974

Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>

Email: mbda@hccs.edu

San Antonio MBDA Business Center

501 W. Cesar E. Chavez Blvd., Ste. 3.324 B

San Antonio, TX 78207

210-458-2480

Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>

Email: Jacqueline.jackson@utsa.edu

Small and woman-owned business may be eligible for assistance from U.S. Small Business Administration (SBA):

Website: <https://www.sba.gov/local-assistance>

Dallas/Fort Worth District Office

150 West Parkway, Ste. 130

Euless, TX 76040

817-684-5500

Website: <https://www.sba.gov/district/dallas-fort-worth>

Email: dfwdo.email@sba.gov

El Paso District Office

211 N. Florence St, Ste. 201

El Paso, TX 79901

915-834-4600

Website: <https://www.sba.gov/district/el-paso>

Email: Suzanne.aguirre@sba.gov

Houston District Office

8701 S. Gessner Dr, Ste. 1200

Houston, TX 77074

713-773-6500

Website: <https://www.sba.gov/district/houston>

Email: houston@sba.gov

Lower Rio Grande Valley District Office

2422 E. Tyler Ave, Suite E

Harlingen, TX 78550

956-427-8533

Website: <https://www.sba.gov/district/lower-rio-grande-valley>

Email: lrgvdo.email@sba.gov

San Antonio District Office

615 E. Houston St, Ste 298

San Antonio, TX 78205

210-403-5900

Website: <https://www.sba.gov/district/san-antonio>

Email: sado.email@sba.gov

West Texas District Office

1205 Texas Ave, Room 408

Lubbock, TX 79401

806-472-7462

Website: <https://www.sba.gov/district/west-texas>

Email: lubdo@sba.gov

HUB certification information can be found at:

Statewide Procurement Division HUB Program

P.O. Box 13528

Austin, TX 78711

512-463-5872 or 888-863-5881

Website: <https://comptroller.texas.gov/purchasing/vendor/hub>

Email: statewidehubprogram@cpa.texas.gov

PROPOSER: INSERT HUB, SBE, MBE or WBE Certification behind this page.

1.19 AWARD

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

1.20 OWNERSHIP OF PROPOSAL

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

1.21 DISQUALIFICATION OF PROPOSAL

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

1.22 CONTRACTUAL DEVELOPMENT

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

1.23 ASSIGNMENT

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

1.24 CONTRACT OBLIGATION

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

1.25 TERMINATION

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

1.26 INSPECTIONS

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

1.27 TESTING

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review.

Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.28 LOSS, DAMAGE, OR CLAIM

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

1.29 TAXES

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

1.30 NON-DISCRIMINATION

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

1.31 CONFLICT OF INTEREST

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

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

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

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

1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

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

acceptable, and will make the entire proposal submission subject to release under the Texas Public Information Act.

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

1.33 WAIVER OF SUBROGATION

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

1.34 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for this proposal. Proposer also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Proposer's proposal. The insurance requirements are part of this package.

1.35 INSURANCE REQUIREMENTS

The contractor (including any and all subcontractors as defined in Section 1.36 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability. All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 1.36 Below)

1.36 WORKERS' COMPENSATION INSURANCE

1.36.1 Definitions:

1.36.1.1 Certificate of coverage ("Certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.36.1.2 Duration of the project – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.36.1.3 Persons providing services on the project ("subcontractor") in article 406.096 – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation,

independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.36.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.35 above.

1.36.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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

1.36.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.36.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

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

1.36.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.36.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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

1.36.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

1.36.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

1.36.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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

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

1.36.9.4.2 The coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

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

1.36.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.

1.36.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.36.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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

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

SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS
REQUIRED BY 2 C.F.R. §200.327 APPENDIX II TO 2 CFR §200

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of January 3, 2025**

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Although not required for contract at or below the SAT, FEMA suggests including a remedies provision. The NFE should consult their servicing legal counsel to determine whether and how remedies for breach of contract are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. FEMA suggests including a termination for cause and for convenience in all contracts even when not required. The NFE should consult their servicing legal counsel to determine whether and how termination provisions are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 41 CFR 60-1.4 Equal opportunity clause. b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

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

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

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of

investigation to ascertain compliance with such rules, regulations, and orders.

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

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through

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

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

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

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

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out

	such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. FEMA PA and HMGP do not require these clauses unless it is a requirement for matching funds by another federal program legislation such as CDBG-DR. When required, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. Sample contract clauses are provided in the FEMA Contract Provisions Guide.	2 CFR 200 APPENDIX II (D); 40 U.S.C. §§ 3141-3144 and 3146-3148; supplemented by 29 C.F.R. Part 5; 40 U.S.C. § 3145; supplemented by 29 C.F.R. Part 3
> \$100,000+ Mechanics or Laborers	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-

	include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. <u>Applicability</u> This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements <i>do not</i> apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. <u>Required Language</u> Compliance with the Contract Work Hours and Safety Standards Act. 1. <i>Overtime requirements.</i> No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 2. <i>Violation; liability for unpaid wages; liquidated damages.</i> In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. 3. <i>Withholding for unpaid wages and liquidated damages.</i> The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may	3708; supplemented by 29 C.F.R. Part 5
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	be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. 4. <i>Subcontracts.</i> The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the language below. <u>Suggested Language</u> Further Compliance with the Contract Work Hours and Safety Standards Act. 1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.	
None	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. This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.	2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§

	or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). <u>Suggested Language:</u> Clean Air Act The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 <i>et seq.</i> The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA. Federal Water Pollution Control Act The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 <i>et seq.</i> The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.	1251-1387
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified. <u>Suggested Language:</u> Suspension and Debarment	2 CFR 200 APPENDIX II (H); 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of

	This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.	Homeland Security regulations for Non-procurement Debarment and Suspension, implementing 2 C.F.R. Part 180).
> \$100,000; and Certification required for all contracts greater than \$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000. <u>Required Certification:</u> CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303; (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
Work involves the use of materials, and the contract is for more than \$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement	2 CFR 200.323; Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962)

	program for procurement of recovered materials identified in the EPA guidelines. <u>Suggested Language:</u> In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.	
>\$100,000	<i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i> A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). 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 contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. 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. D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take	

	appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. 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. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. 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 contract. 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 contract 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).	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical	2 CFR 200.216

	infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None; All FEMA declarations and awards issued on or after November 12, 2020.	<u>Suggested Language:</u> If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) listed below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contracting with HUB, small and minority businesses, women's business	2 C.F.R. § 200.321(b)(1)-(5)

	enterprises, and labor surplus area firms. (a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below. (b) Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.	
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of	2 CFR 200.334; and 200.337

	costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. <u>Suggested Language for All Procurements:</u> a. The Contractor agrees to provide (insert non-federal entity), the Texas Division of Emergency Management (TDEM), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. b. The FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. c. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental Corporation may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the U.S. Department of Treasury under Executive Order 13224. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 8 U.S.C.1189(a)(1) of the United States Code.	United States Code 19 U.S.C. 2511
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental Corporation may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and will not boycott Israel during the term of the contract.	(Adhere to your State's Local Government Code)

Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	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. <u>Suggested Language:</u> The CONTRACTOR 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. 94-163, 89 Stat. 871).	42 U.S.C. 6201
	The Firm 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.	Section 504 of the Rehabilitation Act of 1973, as amended.
	Pursuant to the <i>Violence Against Women Act Reauthorization of 2022</i> , the Grant Recipient must certify that local policies do not interfere with the residents' Right to Report Crime and Emergencies from One's Home. The certification will confirm that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services, or that the Grant Recipient is actively addressing such local regulations.	Pub. L. 117-103, 136 Stat. 49

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM**Proposer:**

**Please complete this form and
include with proposal submission.**

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

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

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

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

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

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

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. <https://jeffersoncountytexas.gov/Purchasing/>.

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, September 10, 2025.

- Late responses will not be accepted and will be returned unopened to the Respondent.
- Jefferson County will not accept any responsibility for responses being delivered by third party carriers.
- RFP responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.
- Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP.
- All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.
- All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to Cindy Greene, Contract Specialist at 409-835-8593 or Cynthia.greene@jeffersoncountytexas.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or email at: deb.clark@jeffersoncountytexas.gov.

Courthouse Security:

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

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

Respondents are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2025):

~~January 20 (Monday) – Martin Luther King, Jr. Day~~
~~April 18 (Friday) – Good Friday~~
~~May 26 (Monday) – Memorial Day~~
~~June 20 (Friday) – Juneteenth~~
~~July 4 (Friday) – Independence Day~~
 September 1 (Monday) - Labor Day
 November 11 (Tuesday) - Veteran's Day
 November 27 & 28 (Thursday & Friday) - Thanksgiving
 December 25 & 26 (Thursday & Friday) Christmas
 January 1, 2026 (Thursday) - New Year's

Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFP closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3.2 PRE-PROPOSAL CONFERENCE

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

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

Questions may be emailed to Cindy Greene, Contract Specialist at Cynthia.greene@jeffersoncountytexas.gov or faxed to 409-835-8456. If no response in 72 hours, contact Deborah Clark, Purchasing Agent by email at: deb.clark@jeffersoncountytexas.gov.

The Deadline for asking questions or requesting additional information (in writing) is **5:00 pm, CT, Monday, August 18, 2025.**

3.4 TENTATIVE SCHEDULE OF EVENTS

August 5, 2025	Issuance of Request for Proposal
September 10, 2025	Deadline Submission (late proposals will not be considered)
September 12, 2025	Proposals distributed to Evaluation Committee
September 19, 2025	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
September 26, 2025	If Applicable: Conduct Interview/Best and Final Offer/Short List
October 7, 2025	Recommendation for Award

Please note:

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

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

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

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

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form (PAGE 53)
- G. Copy of RFP Specifications and any Addenda in their entirety.
(Note: All forms should be completed, and any information requested should be inserted/included)

4.3 TRANSMITTAL LETTER

The Proposer must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for **(90)** days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than **(90)** days for acceptance will be rejected as non-responsive.

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

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

4.4 TABLE OF CONTENTS

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

4.5 EXECUTIVE SUMMARY

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

4.6 PROPOSER IDENTIFYING INFORMATION

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

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

4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

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

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

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

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

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

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

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

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

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

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

5.1 PROJECT OBJECTIVE

Jefferson County is a coastal county and is vulnerable to natural and manmade disasters including hurricanes, tornadoes, floods, oil spills, and hazardous material releases.

Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian. One of the first essential steps in securing the community is the removal of hazardous debris to allow for security, emergency, and other service traffic. It is in the best interest of the County to enter into an agreement for a term of one (1) year with an option to renew for (2) additional years with a firm to provide debris management and monitoring services as a result of a disaster.

5.2 SCOPE OF SERVICES: DEBRIS REMOVAL MONITORING

5.2.1 Staff Mobilization

The debris monitoring firm (Monitor) will be expected to mobilize within 3 days of a written notice to proceed with key staff experienced in various aspects of debris operations (including truck certification, mapping/zone development, etc.) in order to participate in the "response" phase of the disaster event. Additional Monitor staff shall be contacted and put on standby for potential mobilization. Logistical arrangements for out of town staff, such as lodging arrangements for key staff, are the responsibility of the Monitor.

5.2.2 Field Documentation of Work

Monitor shall carefully document debris removal activities as well as hazardous trees and trees that contain hazardous hanging limbs that need to be removed. Monitor will work closely with the Owner and with FEMA/FHWA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. Monitor shall communicate with FEMA to ensure documentation supports project reimbursement. Monitor will work with FEMA in an effort to pre-validate as much eligible debris, tree and limb removal as practical.

5.2.3 Collection Monitoring of Rights-of-Way and Public Property Debris

Monitor will provide collection monitors with each of the Contractor's loading crews to ensure each load is related to the disaster and is eligible for federal reimbursement. The street address and/or GPS coordinates will be recorded on each load ticket. The Monitor will initiate a multi-part ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver, etc. The ticket will then be delivered to the Debris Management Site (DMS) or disposal site with the truck driver for load rating. Load ticketing and documentation will also be performed for hazardous tree and limb removal. This project may include monitoring the removal of abandoned cars, boats, marine debris, white goods, beach

cleaning and structure demolition. Monitor will provide similar services if debris removal from private property/right-of-entry (ROE) is approved for this project. Field monitoring of debris haulers shall be performed in accordance with current FEMA, FHWA and state requirements and in coordination with the Owner.

5.2.4 Monitor Training

Monitor **will** provide training to all employees concerning safety, eligibility for reimbursement and disaster specific information. The Monitor will be required to perform adequate training for locally hired staff at no expense to the Owner. All Monitor employees must be able to effectively communicate to a level appropriate to their responsibilities.

5.2.5 Spot Checks and Auditing of Monitors

Monitor will provide roving monitors, field coordinators and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation and are working effectively with the debris removal contractor.

5.2.6 Project Mapping

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the Owner's information, and FEMA documentation. Monitor will assist the Owner in public communication and will document and relay any citizen complaints for action by the contractor or the Owner.

5.2.7 Truck Certification

Monitor will establish a team of individuals who **will** inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each DMS/disposal site for quality control. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed.

5.2.8 Quality Control/Quality Assurance

A QC/QA program should be implemented by the Monitor to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.

5.2.9 OMS/Disposal Sites

Monitor will provide trained monitors at DMS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track and document hauling of reduced debris from DMS sites through final disposal, if applicable.

5.2.10 Data Management

Monitor will establish an advanced project data management system and enter load ticket information on a daily basis. This information can be provided to the Owner, FEMA, and the Contractor GPS coordinates or addresses for tree and stump removal, and debris removal progress, as applicable. Additionally, the staff will **work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of** payment by the Owner. Furthermore, Monitor will organize field information for FEMA documentation including photographs and/or GPS coordinates. Monitor will help track invoices for FEMA reimbursement and provide additional supporting information as requested.

5.2.11 Public Information Support

Monitor may be asked to assist the Owner in public outreach following a disaster event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to public complaints and concerns, or establishing a website. This also may include assistance with press releases, public notices and other public information functions. All functions will be performed in a manner to maximize federal and state reimbursement.

5.2.12 Funding Support

The Monitor shall assist the Owner in securing maximum reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the Owner to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the Owner and FEMA personnel with Project Worksheets, Versions, etc. Monitor shall be prepared to assist Owner with appeals based on their in-depth knowledge of FEMA and FHWA reimbursement policies. Monitor shall be prepared to assist the Owner, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. Monitor shall be prepared to assist Owner in finding additional funding reimbursement sources related to disaster mitigation.

5.2.13 Recovery Services

The Owner is interested in selecting a monitoring firm with field implementation and FEMA reimbursement experience in community recovery including, but not limited to:

- Right-of-Entry (ROE) administration and data base management
- ROW and private property vegetative/C & D hazard removal monitoring
- ROW and private property demolition coordination and monitoring
- Monitoring of marine debris removal and beach sand cleaning

5.2.14 Other Related Services

Services not specifically identified in this request, but are needed to provide a complete debris removal and documentation project.

5.2.15 Pre-Storm Coordination

Monitor will be prepared to meet with the Owner once prior to June 1st of each year to coordinate services for the upcoming storm season. Additionally, Monitor shall meet with the Owner immediately prior to a credible disaster threat. These meetings shall occur at no cost to the Owner and are meant to facilitate increased coordination of efforts, to discuss the Owner's expectations of the Monitor, and to fast track recovery activities when a disaster strikes.

5.2.16 Safety Meetings and Monitoring Updates

Safety of monitoring staff is of paramount importance. Monitor will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

5.2.17 Coordination Meetings with Contractor(s)

Monitor will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and contractor **are communicating with each other to ensure a successful project.**

5.2.18 Contractor Damages

The Monitor may be asked to develop a database application to track and help the Owner manage contractor damages.

5.2.19 Status Reports

Monitor will provide detailed daily or weekly status reports to the Owner as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to officials to provide information to the media or to their constituents.

5.3 CONTRACTUAL REQUIREMENTS

The Owner is seeking qualifications and proposals for monitoring and managing the removal of disaster generated debris from public lands, easements, and rights-of-way. Removal of debris from private property may also be included. The primary purpose of these services is to ensure that the entire debris removal, hauling, recycling and/or disposal process is done properly and expeditiously and is eligible for reimbursement under Federal Emergency Management Agency (FEMA) Public Assistance Program, Federal Highway Administration (FHWA) and state emergency management agency guidelines.

Respondent must meet the following general conditions:

- 1) be able to provide monitoring of the clean-up, removal, separation, reduction and disposal of debris as defined in the Scope of Services
- 2) be willing and capable of performing the Services, including, but not limited to, proper documentation preparation, management, and event closure services;
- 3) be knowledgeable and have experience in the provision of the Services for reimbursement through the FEMA Public Assistance and FHWA ER program; and
- 4) be able to perform the Services and any other agreed to services in a timely manner, recognizing that the Owner desires to have this project completed within 30 days following completion of debris hauling and removal.

SECTION 6. PROPOSAL REQUIREMENTS

6.1 OBJECTIVE OF PROPOSAL

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

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

6.2 PROPOSER EXPERIENCE

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

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

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

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

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

6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

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

1. Staff Mobilization
2. Field Documentation of work
3. Collection Monitoring of Rights-of-Way and Public Property Debris
4. Monitor training
5. Spot checks and Auditing of Monitors
6. Project Mapping
7. Truck Certification
8. Quality Control/ Quality Assurance
9. DMS/ Disposal Sites
10. Data Management
11. Public Information Support

12. Funding Support
13. Recovery Services
14. Other Related Services
15. Pre-Storm Coordination
16. Safety Meetings and Monitoring Updates
17. Coordination Meetings with Contactor(s)
18. Contractor Damages
19. Status Reports

6.4 LAWS AND REGULATIONS

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

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 53 of these specifications** in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 53 of these specifications**, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

7.3 EVALUATION COMMITTEE

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Evaluation Committee for this Request for Proposals. The Purchasing Agent may appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

7.4. EVALUATION PROCESS

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

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

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

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

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

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

7.5 PROPOSAL EVALUATION CRITERIA:

a. REFERENCES – 25%

References on recent projects of similar size and scope. Including two projects over 500,000 C.V.

b. CAPACITY TO RESPOND – 20%

Workplan and Capacity to Respond to major and catastrophic disasters, with few existing pre-event contracts within 500 miles of Jefferson County, Texas.

c. EXPERIENCE – 20%

Diverse project experience including: RWO, C & D debris, marine debris, private property, structure demolition, and vessel removal.

d. PERSONNEL QUALIFICATIONS – 20%

This refers to the number and qualifications of the firm and key professional personnel who would be assigned to the job.

e. FEE SCHEDULE – 15%

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

**PROPOSER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**

COST PROPOSAL FORM

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

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem. Special costs such as boat rental and marine expenses may be billed to the Owner at cost without mark-up. **Proposer may also include additional, optional positions and services.**

Name of Proposer:	
Signature:	
Title:	

Position	Hourly Rate
Project Manager	\$
Operations Manager	\$
Data Manager	\$
GIS Analyst	\$
Field Supervisor	\$
Debris Site/Tower Monitors	\$
Collection Monitor	\$
Data Entry Clerk/Clerical	\$
Billing/Invoice Analysts	\$

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

NON-DISCLOSURE AGREEMENT

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

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

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

[Printed Name of Consultant]

By: _____
 Title: _____
 Date: _____

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFP 25-035/CG), Emergency Debris Monitoring for Jefferson County

Proposer's Company/Business Name: _____

Proposer's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM**Proposer:**

**Please complete this form and
include with proposal submission.**

VENDOR REFERENCES FORM

Proposer: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

This Proposal/RFP Response shall remain in effect for **90 days** from RFP opening and shall be exclusive of federal excise and state and local sales tax (exempt).

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

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

RFP Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

REQUIRED FORM**Proposer:**

**Please complete this form and
include with proposal submission.**

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

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

Date

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

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

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

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

REQUIRED FORM

Proposer:

Please complete this form and
include with proposal submission.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

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

Adopted 8/7/2015

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

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

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE)

Determination Checklist

This information must be submitted with your proposal.

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

Did the Prime Contractor/Consultant . . .

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

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

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

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

Please complete this form and include with proposal submission.

This information must be submitted with your proposal.

☐ Yes ☐ No

Prime Contractor: HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity):

Address: _____

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

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

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

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

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

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

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

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity):

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

Address: _____

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

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Please complete this form and include with proposal submission.

PART I: Continuation Sheet (Duplicate as Needed)

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

Please complete this form and include with proposal submission.

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

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

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

Was the Jefferson County HUB Office contacted for assistance in locating HUBs?

☐ Yes☐ No

Subcontractor Name:

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

Proposed Subcontract Amount:	\$	Percentage of Prime Contract:	%
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Description of Subcontract Work to be Performed:

Subcontractor Name:

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Proposer:

Please complete this form and include with proposal submission.

Please complete this form and include with proposal submission.

RESIDENCE CERTIFICATION/TAX FORM

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

(3) “Non-resident RFP Respondent” refers to a person who is not a resident.

(4) “Resident RFP Respondent” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

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

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

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

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

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

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

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

SENATE BILL 252 CERTIFICATION

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

Company Name

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

Purchasing Representative

Date

RESPONDENT'S AFFIDAVIT

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

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

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

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

Notary Public

State of _____

CITY, STATE, ZIP CODE

My Commission Expires: _____

() _____
TELEPHONE NUMBER

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

**MASTER SERVICES AGREEMENT
FOR EMERGENCY DEBRIS MONITORING SERVICES**

EXHIBIT B

Tetra Tech Technical Approach

Work Plan (RFP Section 6.3)

Jefferson County is one of the most disaster-prone coastal regions in Texas, with a long history of devastating storms that have generated large volumes of debris and severely impacted local communities. Disasters such as hurricanes, tropical storms, tornadoes, and floods create hazardous conditions, including blocked roadways, restricted access for emergency vehicles, and widespread property damage. Removing and properly monitoring this debris is critical for restoring normalcy, protecting public safety, and ensuring that debris removal activities are fully eligible for federal reimbursement under FEMA and FHWA programs.

Tropical Storm Imelda (2019) produced record rainfall, up to 40 inches in Jefferson County, causing flooding of more than 5,000 homes and tragically leading to three fatalities. Within days, Tetra Tech mobilized 25 field monitors to the County, ensuring safe and compliant collection of more than 57,430 cubic yards of debris. Similarly, Hurricane Harvey (2017) delivered 40 to 60 inches of rain across the County, resulting in catastrophic flooding and damage to more than 21,000 homes. Tetra Tech deployed 84 monitors over three months to support debris collection operations and documented the removal of more than 149,000 cubic yards of debris. Hurricane Ike (2008) generated widespread devastation across Jefferson County, including heavy flooding and wind damage that resulted in massive debris removal needs. Tetra Tech monitored more than 206,000 cubic yards of debris and oversaw the safe removal of more than 7,500 hazardous trees, ensuring compliance with FEMA requirements and accelerating community recovery. Going back further, Hurricane Rita (2005) generated over 1.4 million cubic yards of debris in Jefferson County within just over a month. At that time, Tetra Tech provided full emergency response support, including staging operations, site approvals, daily monitoring of more than 80,000 cubic yards of vegetative debris at peak, contractor invoice reconciliation, and FEMA documentation that resulted in \$36 million in eligible funding.

These storms demonstrate both the frequency and scale of debris-generating disasters Jefferson County faces. They also highlight Tetra Tech's proven ability to deliver rapid mobilization, accurate monitoring, and FEMA-compliant documentation in partnership with the County.

Jefferson County requires a debris monitoring partner that understands both the scale of its disaster risks and the complexities of FEMA reimbursement. Tetra Tech brings unmatched institutional knowledge of Jefferson County, a proven ability to mobilize rapidly, and a track record of safeguarding federal recovery dollars. We are fully prepared to continue supporting the County in protecting its citizens, restoring normalcy, and navigating the long-term recovery process.

Tetra Tech has carefully reviewed the scope of work requested in the RFP and can assure the County that we have the experience, understanding, and knowledge to successfully perform all aspects of the scope of work including execution of the following tasks:

- 5.2.1 Staff Mobilization (Pg. 44)
- 5.2.2 Field Documentation of Work (Pg. 56)
- 5.2.3 Collection Monitoring of Rights-of-Way and Public Property Debris (Pg. 68)
- 5.2.4 Monitor Training (Pg. 62)
- 5.2.5 Spot Checks and Auditing of Monitors (Pg. 71)
- 5.2.6 Project Mapping (Pg. 59)
- 5.2.7 Truck Certification (Pg. 65)
- 5.2.8 Quality Control/Quality Assurance (Pg. 75)
- 5.2.9 DMS/Disposal Sites (Pg. 65)
- 5.2.10 Data Management (Pg. 48)
- 5.2.11 Public Information Support (Pg. 63)
- 5.2.12 Funding Support (Pg. 78)
- 5.2.13 Recovery Services (Pg. 67)
- 5.2.14 Other Related Services (Pg.)
- 5.2.15 Pre-Storm Coordination (Pg. 57)
- 5.2.16 Safety Meetings and Monitoring Updates (Pg. 55)
- 5.2.17 Coordination Meetings with Contractor(s) (Pg. 73)
- 5.2.18 Contractor Damages (Pg. 73)
- 5.2.19 Status Reports (Pg. 56)

Methodology

For clarity, we have elected to divide the key services to be performed by Tetra Tech into four critical phases: **Preparedness, Response, Recovery, and Reimbursement/Closeout**. This deliberate approach benefits our clients in several key ways. First, by breaking down complex technical concepts into manageable phases, we ensure clarity and minimize how overwhelming the debris management lifecycle can be; it's not just about being prepared or ensuring a thorough and FEMA-compliant response. There are key tasks in each phase that we need to achieve, and this approach outlines a clear path through them.

Second, this phased approach promotes transparency and accountability, as clients can track progress and provide feedback at each stage, fostering a collaborative partnership. At Tetra Tech, we understand that transparency is key in creating long-term partnerships for the better of our communities. We will always be up front with Jefferson County. Finally, by presenting the information in this manner, we empower our clients to understand the full lifecycle and how Tetra Tech can serve as a valued partner throughout the year.

	 Preparedness 1	 Response 2	 Recovery 3	 Reimbursement/Closeout 4
Key Tasks	• Debris Management Plan Development • Contractor Procurement • Debris Site Pre-Approval • ROE Gathering (PPDR) • Staff Training and Exercises	• Damage Assessment (Debris Estimation) • Public Information and Call Center • Emergency Roadway Push • Debris Site Permitting • Truck Certification	• Right of Way Monitoring • Hazardous Tree/Stump Monitoring • DMS Operations • Specialty Program (PPDR, Waterways, Drainage, etc.) • Data Management/Invoice Reconciliation • Grant Management/PW Development	• Final Closeout • PW Completion • Responding to FEMA Request for Information (RFIs) • Audit Support
On-going Tasks				
Reporting Technology Health and Safety				

Based on Tetra Tech's understanding of the County and its needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the County to adjust the timing of the specific elements below to meet the County's needs.

Prior to an event with warning (such as a hurricane), our team will begin monitoring the landfall of any tropical system at Hour-96 and will coordinate via conference call with the County.

Following an event without warning (such as tornadoes or flooding), Tetra Tech will begin response at Hour-0.

Exhibit 9. Operational Response Timeline for Debris-Generating Events

Time	Task	Deliverables/Milestones
Pre-Event Planning		
Pre-event (normal conditions)	Meet with the County to review plans and documents	• Conduct annual pre-event meeting with the County and debris contractor • Review the County's disaster recovery contracts for FEMA compliance • Update critical documents and files, including any GIS files
H-96	Review capabilities and resources	• Contact the County and initiate daily conference call • Determine resource requirements from debris model • Review the County's emergency policies and contracts • Establish contact with the County's debris hauler and ensure Tetra Tech has the most up to date copy of the debris hauler contract
Incident Planning		
H-72	Execute responsibilities and activate contracts	• Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure • Review protocols for private property, gated communities, and public drop-off sites • Review debris management site (DMS) locations and follow up with the State on permitting procedures • Estimate equipment requirements and DMS capacity to haul and stage debris • Prepare ADMS technology for mobilization
H-48	Monitor storm track and continue preparations	• Conduct regular meetings with County staff as requested • Confirm staging location and begin mobilization of resources • Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the County and Tetra Tech headquarters (if necessary) • Review list of priority roads and the operational plan • Obtain GIS files for municipalities that the County will assist with debris removal • Continue to update and gather updates from the County's debris hauler
H-24	Prepare final reports	• Save all critical documents and files to the network drive, USB drive, and laptop hard drive • Certify emergency road clearance equipment (in coordination with the County's debris hauler) • Determine emergency road clearance priorities

H-0 ARRIVAL OF NOTICE EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT		
Execution		
H +24	Emergency push	• Receive notice to proceed with not to exceed and begin emergency push • Maintain time and materials (T&M) logs for push equipment • Coordinate with the County to conduct preliminary damage assessments and road closures (if requested) • Supervisors report to pre-designated locations and prep staff on project • Begin establishing ADMS infrastructure • Begin recruiting and training monitors, project coordinators, and data staff • Initiate opening of DMS locations • Follow up with State-level environmental regulations on debris permits (if required) • Work with the County to establish public information protocols to respond to concerns and comments
H +48	Emergency push/damage assessment	• Continue emergency push • Continue preliminary damage assessment • Develop debris cost estimate required for presidential disaster declaration • Develop operational plan for disaster-specific issues • Refine health and safety plan for disaster-specific issues
H +72	Disaster debris vehicle certification/site preparation	• Begin hauling truck certification • Install ADMS tower monitor infrastructure • Train monitors on policies, ADMS, and safety • Open public drop-off sites as requested
Recovery/Disaster Debris Collection Monitoring		
H +96	Begin debris collection monitoring	• Assign monitors to trucks • Assign supervisors to monitors • Hold morning and afternoon meeting with County staff and debris hauler • Implement Quality Assurance/Quality Control (QA/QC) procedures
Week 1+	Right-of-way (ROW) debris collection monitoring	• Continue ROW collection • Address household hazardous waste (HHW) issues (if critical) • Issue daily reports/GIS maps • Hold daily meetings with the County, hauler, and/or State/FEMA as required

		• Staff citizens debris management hotline (if requested) • Define supplemental programs required (private roads, HHW) and prepare eligibility request
Week 1+	Data management and invoice reconciliation	• Provide ADMS reports and real-time monitoring access • Establish client GeoPortal to provide insight into project progress • Review truck metrics provided by <i>RecoveryTrac</i>™ • Initiate weekly reconciliation • Initial payment recommendations with retainage
Week 2+	Special projects (if required)	• Waterway debris removal; private property debris removal (PPDR) • Public drop-off sites • HHW • Mud/silt/sand removal (from storm drains, ditches, etc.) • Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency
Reimbursement and Project Closeout		
Week 1+	Reimbursement support/grant administration (FEMA, NRCS)	• Prepare damage/cost estimates • Compile supporting documentation (debris permits, debris contracts, etc.) • Liaise with local FEMA region officers, state-level emergency management representatives, U.S. Army Corps of Engineers (USACE), etc.
Week 3+	Financial recovery assistance staff engaged (if requested)	• Facilitate kickoff meetings with primary stakeholders • Draft a PA work plan • Conclude/review preliminary damage assessments • Gather documentation for project worksheet (PW) development • Identify opportunities for mitigation • Conduct site visits
Project completion	Document turnover/closeout	• Final reconciliation • Retainage release • Release hard copy files • Provide electronic database • Assist with PW development • Assist the County with long-term reimbursement • Audit assistance and appeal support if necessary

Ongoing Tasks

Throughout the duration of our project, various task areas such as technology, health and safety, and reporting are integrated seamlessly into Tetra Tech's workflow. Our daily efforts are supported by *RecoveryTrac™* automated debris management system (ADMS) software and other technology that evolves continuously, requiring constant updates and adaptations to meet project needs. Similarly, health and safety protocols are consistently monitored and adjusted to ensure the well-being of all involved. Ongoing reporting entails regular documentation to track progress and address any emerging challenges, ensuring transparency and accountability at every stage of the project. These processes occur concurrently, reflecting the dynamic nature of our project environment.

Technology

In the realm of a response following a disaster, our effectiveness is intricately linked to the technological resources at our disposal. The quality and capabilities of our response are directly proportional to the advanced tools and systems we employ, enabling us to mitigate the aftermath of any disaster scenario swiftly and efficiently. For Tetra Tech, that technology is *RecoveryTrac™* – the industry-leading software that powers our response activities.

***RecoveryTrac™* Automated Debris Management System**

Our team has spent years on research and development to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. *RecoveryTrac™* ADMS is the result of these efforts. *RecoveryTrac™* ADMS is a scalable and fully featured disaster management application designed to address the operational challenges faced during a disaster recovery project.

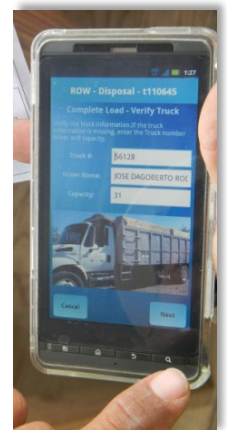
Our proprietary *RecoveryTrac™* ADMS technology was validated by the U.S. Army Corps of Engineers (USACE) in 2015 and again in 2023.

The system provides real-time collection of data and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program.

Tetra Tech has implemented *RecoveryTrac™* ADMS technology on our last 200 FEMA PA-eligible projects. On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts.

Tetra Tech's *RecoveryTrac™* ADMS system is regarded as the #1 debris tracking system in the industry for the following reasons:

- **Most Broadly Tested ADMS in the Industry** – *RecoveryTrac™* ADMS is a proven system that has been used to execute the largest USACE activations involving ADMS technology, including the State of California NORCAL Fire response and the State of Georgia Hurricane Michael statewide activations. During simultaneous response to Hurricanes Harvey and Irma in 2017, Tetra Tech deployed approximately 6,000 ADMS devices to collect and manage data for over 100 projects. **No other system has tracked and documented as much debris as *RecoveryTrac™*.**



- **Stable and Secure ADMS System** – *RecoveryTrac™* ADMS is the industry leader in secure data systems. The *RecoveryTrac™* system is securely hosted in the Microsoft Azure Government high-availability, cloud-based data center with restricted access and transaction-level auditing. The database is continually backed up and immediately replicated to an off-site location. The database is geospatially based and is maintained and synchronized with the reporting database in near real-time to maximize system performance, availability, and security.
- **Unmatched Flexibility to Meet the Needs of Any Client** – The system is designed to be fully customizable and allows for multiple data collection methods to streamline the debris collection documentation process with a focus on minimizing the cost to our clients and improving the visibility and transparency of debris project operations.
- **Unrestricted by Hardware** – Because *RecoveryTrac™* ADMS utilizes readily available hardware, there are no restrictions to the amount of ADMS units our team can provide. Our team stocks thousands of units and can expand to fit any client's needs, including multiple simultaneous activations.

Benefits of *RecoveryTrac™* ADMS

Ability to Respond. Combined with the on-hand inventory of thousands of handheld devices and the ability to rapidly procure additional equipment through preferred vendor relationships, Jefferson County can rely on our mobilization strategy for zero-day activations in disasters covering large areas with little or no-notice. **The on-hand inventory can be on-site and ready to use within 24 hours of a notice to proceed,** and additional needs can be met quickly (in most cases, 72 hours or less).

Simple and Intuitive. A key foundation of our mobilization strategy is the ability to quickly hire and train local residents and begin debris removal operations. The mobile application is simple to understand and intuitive, allowing most users to begin using the device once the standard monitor training is completed.

Cost Effective. *RecoveryTrac™* ADMS combines the advantage of automation and the desire of our customers to control costs by utilizing widely available commercial equipment and increasing the simplicity of operations.

Reliable and Stable. Based on the Android operating system, *RecoveryTrac™* ADMS is secure and reliable. This minimizes the interruptions in field operations due to technical difficulties and reduces the number of support personnel required to maintain the system.

Technical Support. *RecoveryTrac™* ADMS is designed to be self-repairing when possible; most support needs are resolved by field supervisors who are able to reach field monitors within 15–30 minutes in most cases. In addition,

RecoveryTrac™ ADMS Key Facts

- Owned and operated by Tetra Tech
- Thousands of mobile units on-hand and ready for state-wide multi-district mobilizations
- Meets USACE specifications for electronic debris monitoring handhelds
- Real-time situation awareness of field resources and efficient direction to support the County's priorities
- Real-time GIS web services for EOC information and visualization systems
- Capable of collecting data regardless of cellular service
- Automated photograph and GPS capture
- Provides reports and pass map tracking in real-time
- Minimizes chance of fraud through real-time monitoring
- Minimizes data entry and human error
- Expedites invoice reconciliation
- Intuitive and user-friendly

we have dedicated technicians at disposal sites and provide a field service center to maintain and repair equipment.

Truck Tracking. Our system is capable of providing with real-time location data for debris hauler assets. This translates into the ability to manage assets to those hardest hit locations or distribute assets more evenly based on issues such as first-pass completion, traffic patterns, and hot spots.

Real-Time, Customized Reporting. The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damages, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within *RecoveryTrac*™ provide real-time information that raises the bar for post-disaster project management.

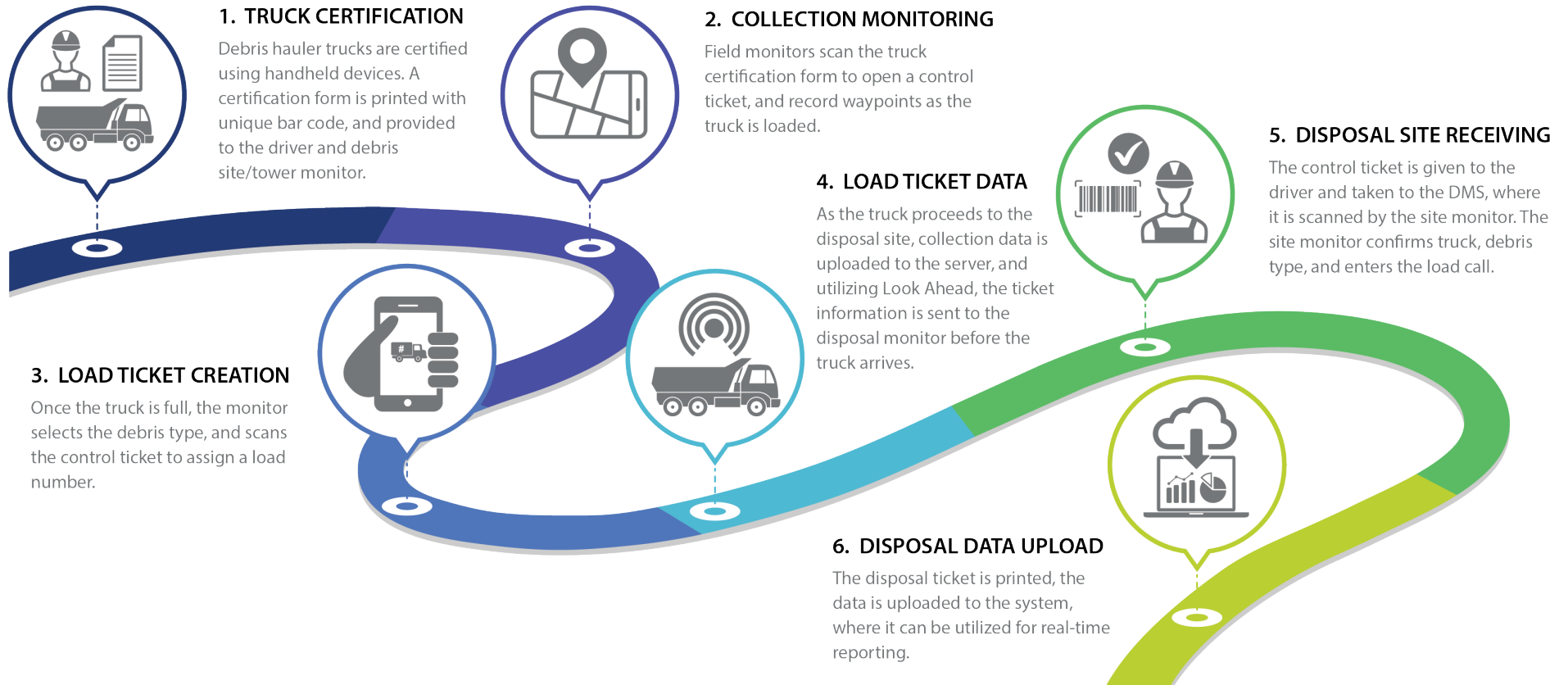
***RecoveryTrac*™ Flex: Kiosk Mode Feature**

The latest addition to *RecoveryTrac*™ suite is a kiosk mode called Flex. This function allows the completion of forms that repeat operation of the same form in a loop, increasing the monitor's efficiency. The demo at the QR code to the right walks you through the new *RecoveryTrac*™ mobile data collection tool called Flex. The demo highlights the Form Builder, Mobile Data Collection App, Completed Form Processing, and final Email Delivery. Another intuitive side of *RecoveryTrac*™ suite, users can easily push the required forms out to end users in the field. Once the field worker completes the form, the form is automatically uploaded when Internet connection is available.



The RecoveryTrac™ Process

The steps of the RecoveryTrac™ ADMS process are as follows:



Even when there is no cellular connection, the handheld devices continue to operate in connected mode; however, the data is stored on the device until a data connection is restored. The device periodically searches for this connection, and when services are device automatically uploads the stored ticket data.

RecoveryTrac™ ADMS Features

Tetra Tech brings significant experience and understanding in the design and build of disaster debris removal data management systems that offer data collection, storage, sharing, analysis, and reporting.

Because of our previous experience, we have several ready-to-use components already built and ready to deploy. These components can be quickly repurposed saving time and cost while ensuring field work starts quickly. Some examples of these existing capabilities and tools include:

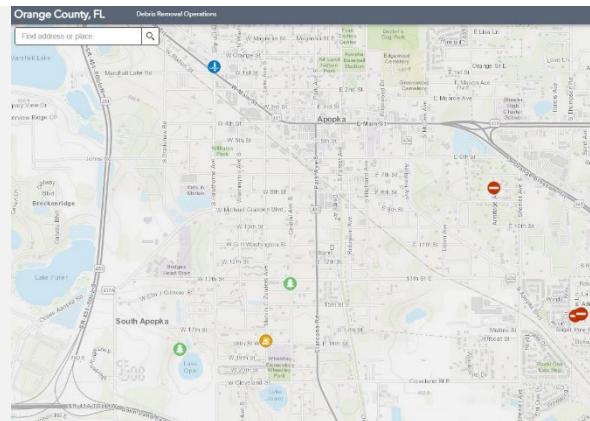
Our operational and data experience with disaster debris monitoring, combined with the best GIS and data professionals in the industry, results in **top-shelf solutions to the most complicated data and tracking needs.**

Industry-standard ArcGIS Feature Services allows us to transmit *RecoveryTrac*™ ADMS data as GIS layers by way of internet and serves as a foundational building block for client applications.

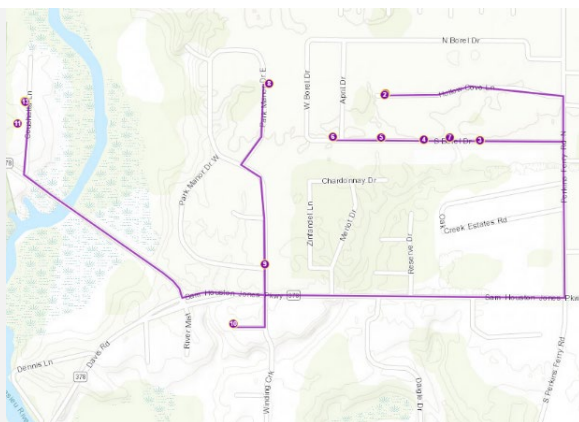
Services:

- [RT/RecoveryTrac_DebrisAuditData_RT2020](#) (FeatureServer)
- [RT/RecoveryTrac_DebrisAuditData_RT2020](#) (MapServer)
- [RT/RecoveryTrac_DebrisRemovalData_RT2020](#) (FeatureServer)
- [RT/RecoveryTrac_DebrisRemovalData_RT2020](#) (MapServer)
- [RT/RecoveryTrac_MonitorLocations_v1](#) (MapServer)
- [RT/RT2018_ProjectBoundaryData_v1](#) (FeatureServer)
- [RT/RT2018_ProjectBoundaryData_v1](#) (MapServer)
- [RT/RT2018_ProjectZoneData_v1](#) (FeatureServer)
- [RT/RT2018_ProjectZoneData_v1](#) (MapServer)
- [RT/RT2018_SiteObservationsIncidentData_v1](#) (FeatureServer)
- [RT/RT2018_SiteObservationsIncidentData_v1](#) (MapServer)
- [RT/RT2020_ProjectZoneData_v1](#) (FeatureServer)
- [RT/RT2020_ProjectZoneData_v1](#) (MapServer)

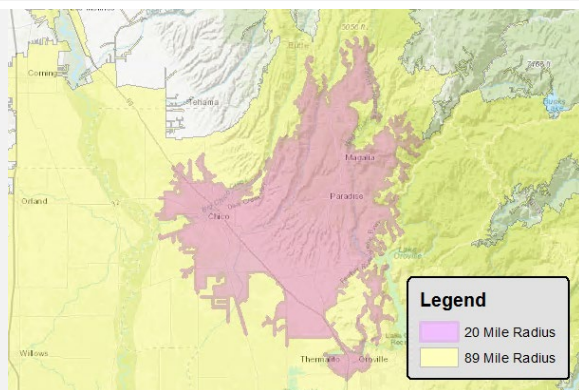
Initial Work Surveys document results of initial surveys to quickly collect, display, and summarize data into actionable operations planning. This data, including photographs, can be used to organize and deploy resources to improve speed and efficiency of the operation.



Work lists and **optimized routes** can be generated by the *RecoveryTrac™* system. As the routes are completed, the locations are marked complete.

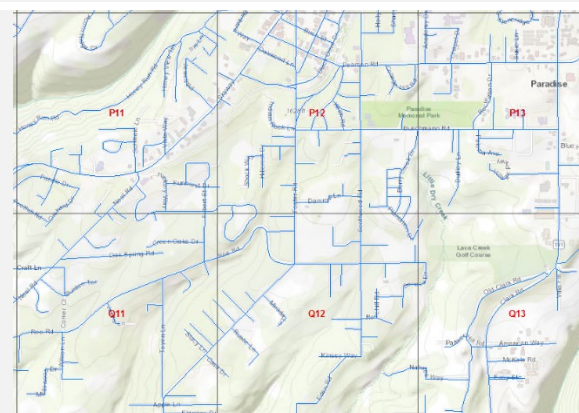


The **Driving Distance Analysis** tool is used to calculate estimated distance and drive time based on the existing road network. This planning tool is used as a parameter to design the shortest route, work list planning, and other operational factors.

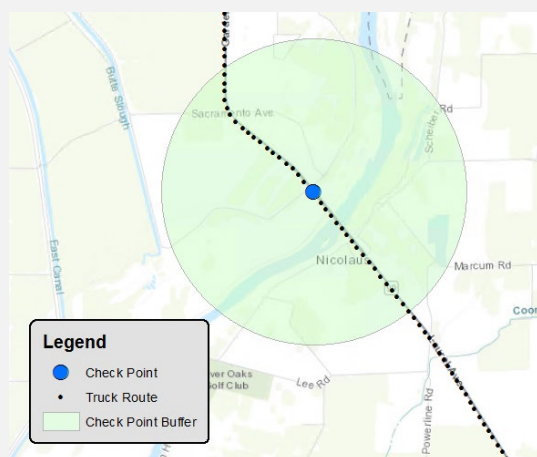


The **Standardized ROW Grid Index** layout is available in several formats, including GIS Mapping applications, mobile data collection apps, and hard copy maps.

Map segment areas are configurable for size and allow attribute modification for tasks, including contractor, quality, and safety review tasks.



An **automation tool** built to validate routes taken to TDSRS/DMS. When a vehicle enters a checkpoint buffer area, the position record is annotated as passing the checkpoint. Route maps can be created, along with custom reporting as specified by operational requirements.



Fleet tracking data provides **complete route information**. The data can be made available to show live tracking or view route history. Transportation analysis services are available, or data exports can be provided for Jefferson County's requests.

A map of the Lakeview area showing debris removal status. The map uses color-coded lines to indicate the progress of debris removal. A legend in the bottom right corner explains the line colors: red for 'Scheduled for Debris Removal', blue for 'Debris Removal In Progress', green for 'Clear of Debris', and black for 'Surveyed No Debris'. The map shows a network of roads and property boundaries. Key locations labeled include 'Lakeview' at the top, 'Pine View Mobile Village' on the right, 'Arling' in the center, and 'Lakeview Golf Club Pond' in the lower center. The map shows that most of the area is either scheduled for or in the process of debris removal, with some areas already cleared or surveyed.

Road Surveys are performed to determine if there is any remaining debris along the roadways. The extent and exact location of the frame is extracted and shown on the map as the video plays from the starting point until end point.



Health and Safety

As part of our on-site operations, Tetra Tech puts the health and safety of our staff first. Tetra Tech's employees are the foundation of our business and protecting them at all work sites is our highest priority. The company subscribes to the philosophy that all occupational incidents can be prevented and that no incident is treated as an acceptable event when we execute our work. To achieve this, the company's health and safety processes are a vital and integral part of our work.

Health and safety addressed in our operations and management systems is supported by strong leadership. Tetra Tech's leaders understand their responsibility and accountability to plan for safety and to ensure that safety measures are implemented. Preventing incidents also relies on a management system that regularly evaluates performance and identifies necessary adjustments to target continual improvement. The principal objectives of our program are codified in our written health and safety policy, which is endorsed and regularly monitored by the highest levels of our management team.

Industry Metrics for Tetra Tech's 2024 Health and Safety Performance		
0.47	0.37	0.12
US Experience Modification Rate (EMR) - average industry workers' compensation claims	2023 Enterprise-Wide Total Recordable Injury Rate (TRIR)	2023 Enterprise-Wide Lost Workday Incident Rate (LWDIR)

Tetra Tech is committed to workplace safety. As such, a project-specific health and safety plan will be developed for the scope of work. Field staff assigned to the project will be trained on the health and safety plan. Additionally, Tetra Tech project managers are well-trained and have completed courses such as OSHA HAZWOPER 40-Hour course and several FEMA independent study certifications.



Commitment to Safety

As a company that is committed to providing and maintaining a healthy and safe work environment for our employees, Tetra Tech's Health & Safety program is designed to address the hazards associated with our business and prevent injury and illness in the workplace. Tetra Tech intends to meet its responsibilities for health and safety by committing to the following:

- Complying with applicable standards, laws, and regulations
- Designating personnel accountable for implementing health and safety programs
- Communicating health and safety programs and practices throughout the organization
- Mitigating potential risks through hazard identification and assessment, employee training, and safe work practices
- Allocating sufficient resources to the program
- Implementing enforcement and accountability measures
- Establishing health and safety performance standards
- Management is responsible for ensuring that Tetra Tech workplaces are safe and that risks, hazards, and safety violations brought to their attention are investigated and promptly corrected.

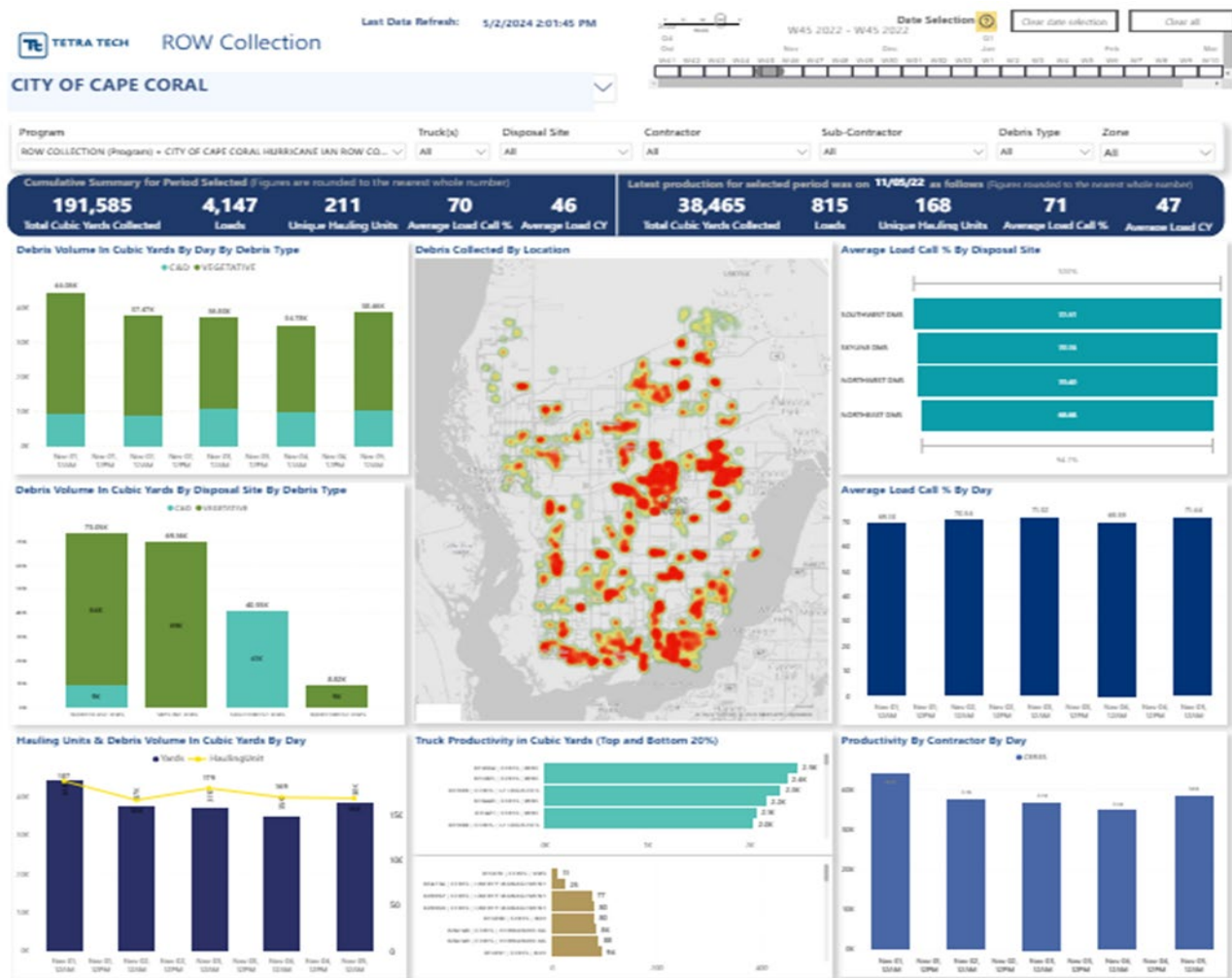
Tetra Tech employees are responsible for complying with Tetra Tech’s health and safety policy, programs and standards, and conducting their work safely and without detriment to themselves, other employees, or property. Compliance with health and safety program requirements are mandatory.

Reporting

Daily Report

Tetra Tech has a suite of reports that are automated from *RecoveryTrac™* ADMS and available in real-time via PC, tablet, or smart phone. Although the reports are available at any time to the County, Tetra Tech will submit a daily status report that includes daily cubic yards/tons collected by material and program, cumulative cubic yard/tons collected, number of debris monitors in the field, cumulative cubic yards/tons hauled to final disposal, and daily/cumulative hazard removals. Below is a sample of this report created for a recent project. Additionally, Tetra Tech takes pride in the customization of reports to meet our client’s specific needs and provided reports tailored to any metrics not captured in the generic reports.

Exhibit 10. Daily Report Sample





Preparedness

Debris Management Plan Development and Review

The goal of a disaster debris management plan (DDMP) is to better prepare state and local governments to respond to and recover from a debris-generating event. DDMPs help communities restore public services and streamline public health and safety efforts in the aftermath of a disaster by outlining the coordination and debris removal management operations and integrating with the overall emergency management plan. DDMPs also provide the organizational structure, guidance, and standardized procedures for the clearance, removal, and disposal of debris caused by a major debris-generating event and outline pre-event preparations during times of normalcy, operations immediately prior to a known disaster threat, operations following the disaster event, and demobilization and closeout following completion of debris removal efforts.

As a leading provider of emergency management services, Tetra Tech knows what it takes to respond effectively and initiate recovery activities almost simultaneously while maintaining transparency for the public and elected officials. Our active involvement in response and recovery efforts enables us to develop realistic plans that can be effectively implemented during a response. Tetra Tech offers the County support with the various phases of debris management planning, development, and review, including:

- Vulnerability assessment
- Identification of management team organizational structure
- Working with leadership and stakeholders to establish and define roles and responsibilities
- Development of pre-event, immediate threat, response, and recovery checklists
- Development of public information programs for the various stages of response and recovery
- Debris estimation
- Analysis and identification of debris management sites (DMS)
- Development and evaluation of debris removal and disposal contracts

Contractor Procurement

Tetra Tech is well-versed in collaborating with other contractors to support our clients' needs. Should Jefferson County require assistance from other contractors and vendors to achieve the full scope of work or for additional services, we can help the County procure those services. If the initial scope grows and the County requires support in procuring the right vendors, Tetra Tech is also prepared to help develop language and review additional scope of works for inclusion in Request for Proposals; our team reviews for compliance and that all the County's needs are covered.

Debris Management Site Identification/Pre-Approval

Tetra Tech has industry-leading experience assisting local and state governments with locating and permitting DMS before a disaster event as well as post-disaster. Based on State environmental agency guidelines, DMS typically require baseline soil testing before use. We work with municipalities to pre-approve potential debris sites with environmental agencies.

Right of Entry Gathering for Private/Gated Road Debris Removal

Our team has administered many of the largest private property debris removal (PPDR) programs in U.S. history. We work with each County to follow their process, should they already have one in place, when managing debris generated from private property and gated communities. Tetra Tech assists communities with ensuring they have the legal authority via local and state ordinances to enter onto private property. We also assist with preparing submittal packages for FEMA to approve the program, promoting the right-of-entry (ROE) program with homeowners' associations and residents, and ensuring the program is properly documented.

Staff Training and Exercises

Tetra Tech will schedule annual training with County staff. The purpose of the training will be to ensure that Tetra Tech and the County are operating on a common operational platform and that the County is well prepared for the upcoming season. We will explain the documentation requirements of the FEMA Public Assistance Program and review the County's permitted debris management sites for appropriate use and capacity. In planning for each year's training, Tetra Tech and County staff will work out an agenda to include any pertinent topics that the County feels should be addressed.

Pre-Event Assistance

Efficient and effective recovery requires solid planning, and there is no more critical element of disaster recovery than preparedness planning. With hundreds of fulltime in-house planners, responders, exercise design specialists and subject matter experts, Tetra Tech has the depth, experience, and track record to support the nation's largest and most complex clients in planning for disaster. Specific elements of our preparedness planning efforts include testing, training, and exercise programs, debris management planning, and DMS permitting and compliance monitoring.

Annual Planning Meetings

Tetra Tech will meet with the County on an annual basis to provide:

- **Annual coordination.** Conduct annual trainings and meetings to plan and test execution protocols and identify potential risks/mitigation opportunities. This will include a half-day debris management training session.
- **Contract review.** Review contracts for understanding of contractual requirements and possible cost savings.
- **Communication systems checks.** Verify that communication systems function as designed and reporting needs are understood. Tetra Tech will provide a list of key personnel that may be involved in the disaster debris monitoring activities, including contact information.



With a thorough Preparedness phase, Jefferson County can rest assured that Tetra Tech is ready to support the County following any event that occurs. From the formulation of a development plan that outlines specific actions the County's agencies will take to the training programs that Tetra Tech will run for County employees, the end result is a County that is prepared for the possibilities that may lay ahead.



Response

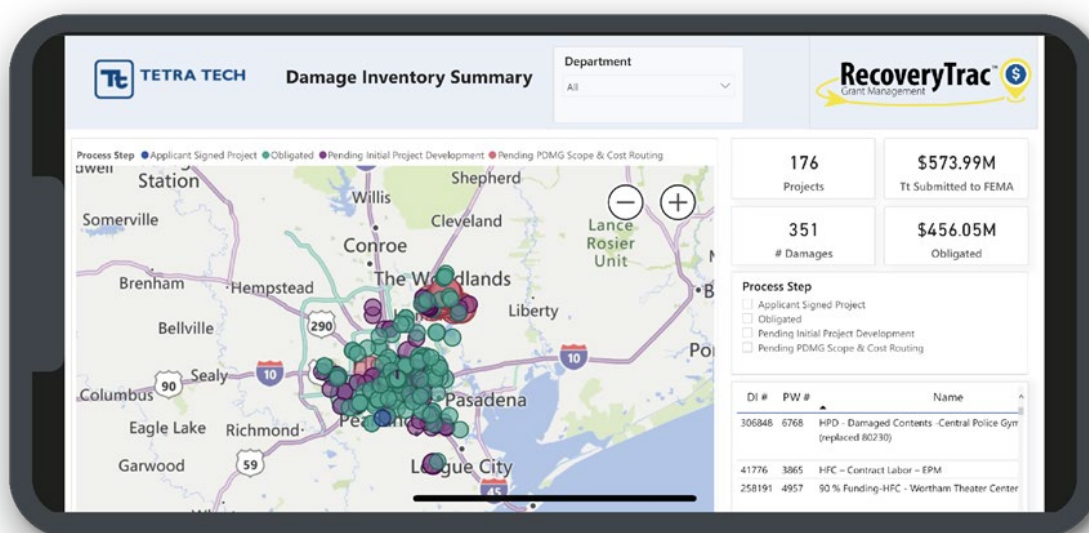
In the aftermath of a natural disaster or other event, swift action is imperative, with the first few days playing a pivotal role in the response. Upon receiving the Notice to Proceed, Tetra Tech's staff will swiftly deploy to the affected County. Their primary objective will be to set up the debris monitoring operations for success by rapidly mobilizing and training a local team, conducting damage assessments, securing the necessary permits, and more to aid in the recovery process.

Damage Assessment (Debris Estimation)

It is critical to understand estimated quantities of debris to adequately plan for project operations and mobilization. Tetra Tech has found that rather than relying on a single approach, a combination of debris-estimating methodologies generally produces a more accurate estimate. Tetra Tech's *RecoveryTrac*™ ADMS technology would be used to conduct damage assessments and collect supporting data, including photo documentation of damages.

The collected information would be reported real-time through web-based maps that depict damage assessment progress. Tetra Tech has recently supported damage assessment efforts for local governments following Hurricane Harvey in Texas and Hurricane Maria in Puerto Rico. A sample image of Tetra Tech's web-based damage assessment report is provided below.

Exhibit 11. Damage Assessment Report



Tetra Tech uses the following debris-estimating methodologies:

- **Data-driven debris-estimating model.** Tetra Tech has developed a data-driven debris-estimating model that takes into consideration factors such as hurricane strength category, estimated storm surge, coastal households, amount of vegetative cover, dockage, and other unique factors to develop debris estimates for a community.

- **Field survey.** “Boots on the ground” Tetra Tech staff will also work to estimate the expected volume of debris. Tetra Tech’s experienced field staff complete windshield surveys, and the information collected is aggregated by an experienced project manager to generate field survey-based debris estimates.
- **Aerial surveys.** Finally, Tetra Tech can develop debris estimates using Unmanned Aircraft Systems (UAS, or more commonly drones) to estimate debris quantities from inaccessible areas. Tetra Tech drones can capture topographic survey data, including orthophoto, contour, digital terrain, and dense point cloud data to develop estimated volumes of debris within an impacted community.

Tetra Tech has utilized several methods to complete and document damage estimates and will work with the County to identify and deploy the preferred solution. In addition to the assessment conducted on the ground by both Jefferson County and Tetra Tech personnel, potential tactics include:

- Public-accessible QR codes to report damage
- GIS mapping
- Social media mining to geotag photos of damages
- UAS/drone documentation to identify most heavily impacted areas

Surveying Affected Areas for Special Situations or Emergencies

Tetra Tech will customize the *RecoveryTrac*™ ADMS system to meet the data capture needs of the special situation or emergency surveys outlined in the RFP (including identifying tree stumps, root balls and associated cavities, hazardous trees, construction and demolition debris, or other potentially hazardous situations). Benefits of using digital data capture and custom electronic forms include:

- **Integration with applications.** The *RecoveryTrac*™ survey tool can be integrated into Survey123, iForms, Collector, and other standard geospatial survey tools typically used for surveying affected areas.
- **Implementation of required fields.** Tetra Tech will designate required fields that must be completed on forms before the user can move on to the next data capture event. This avoids incidents of failure to capture key information in the field due to user error.
- **Standardized data entry.** Tetra Tech will use drop-down menus and pick lists whenever practical to standardize data capture. This approach avoids use of synonyms and personalized nomenclature that can hinder data analysis and cause confusion during data interpretation.
- **Direct correlation with project-specific database.** Tetra Tech’s electronic forms and custom database are developed in concert, allowing for direct mapping between data fields captured in electronic forms and those used within the database. These tools facilitate rapid and accurate upload and storage of data, without requiring manipulation of data.

After surveying and logging findings of special situation or emergency surveys, Tetra Tech maintains a list of potentially hazardous locations and situations. The *RecoveryTrac*™ database is used to coordinate and track the appropriate dispatch of staff and equipment to remediate the hazard, as well as reporting to the County on the status of the hazard, actions taken, and post-event status.

Integrated Mapping Solutions – Unmanned Aircraft Systems

Tetra Tech provides integrated mapping solutions using state-of-the-art mapping software, airborne and mobile sensors and camera systems, and a robust information technology infrastructure. Our clients receive

accurate, innovative geospatial and mapping solutions for commercial, governmental, and defense applications.

Evidence of this innovation in action is our disaster response team's utilization of Unmanned Aircraft Systems (UAS or more commonly, "drones") in a variety of applications to enhance our documentation and provide our clients with increased visibility into project scope and operations.

Our team has used UAS technology to help conduct damage assessments in communities affected by disasters. Data and imagery provided via UAS not only provides a more complete visual than photos alone, but also allow our team to survey areas that may be inaccessible after an incident. We can leverage this technology to reduce time spent accumulating ground survey data for large areas, to collect higher resolution data, and to provide real-time data capture to our clients. In addition to damage assessments, the technology is used in a similar fashion to provide increased visibility into debris removal operations and is particularly helpful for documenting parcel demolition and site remediation to better illustrate work progression throughout the course of a project. Our project teams have also used aerial imagery obtained from UAS to illustrate the progression of debris processing and removal at DMS locations.



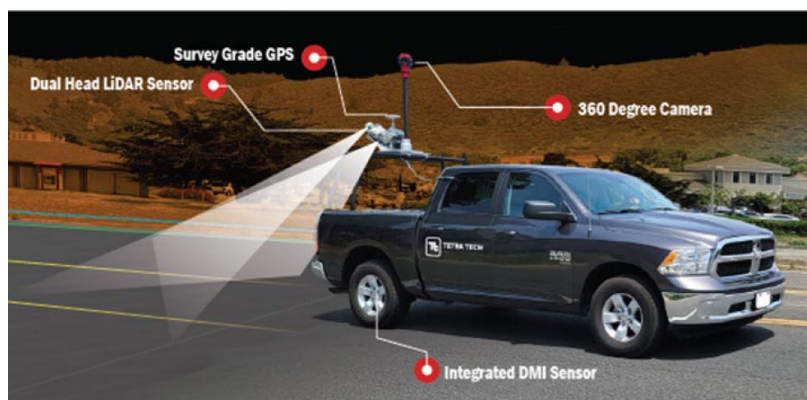
Our ASPRS-certified photogrammetrists, FAA-certified UAS pilots, certified geographic information systems professionals, LiDAR analysts, and remote sensing and survey professionals work together to provide the latest tools and technologies to support our clients' goals and objectives. Tetra Tech's geomatic technologies professionals support our clients with a full suite of services—from air, land, water, and desktop.

UAS technology is especially useful in monitoring waterway disaster debris removal projects. Oftentimes, ease of accessibility can be an issue when working the length of some waterbodies. By using the data provided by UAS, our project team can assess the area and develop smart workplans. Furthermore, aerial images provided by UAS can demonstrate work progression on waterways where visibility from the shore is obscured.

Video/LiDAR Roadside Survey

Another way that Tetra Tech can quickly capture and quantify damage resulting in faster obligation is Tetra Tech's continued focus on using "data-driven insight" such as Light Detection and Ranging (LiDAR). Tetra Tech has the capability to provide video and LiDAR roadside surveys to identify road damage and other hazards to provide a real-time, ground-level picture of the damage caused by disasters. These data captures can be taken prior to the disaster, immediately after the event, throughout operations, and upon closeout.

Once the data is collected, it is synchronized into a single geographic information services (GIS) viewer to see side-by-side comparisons at any point in



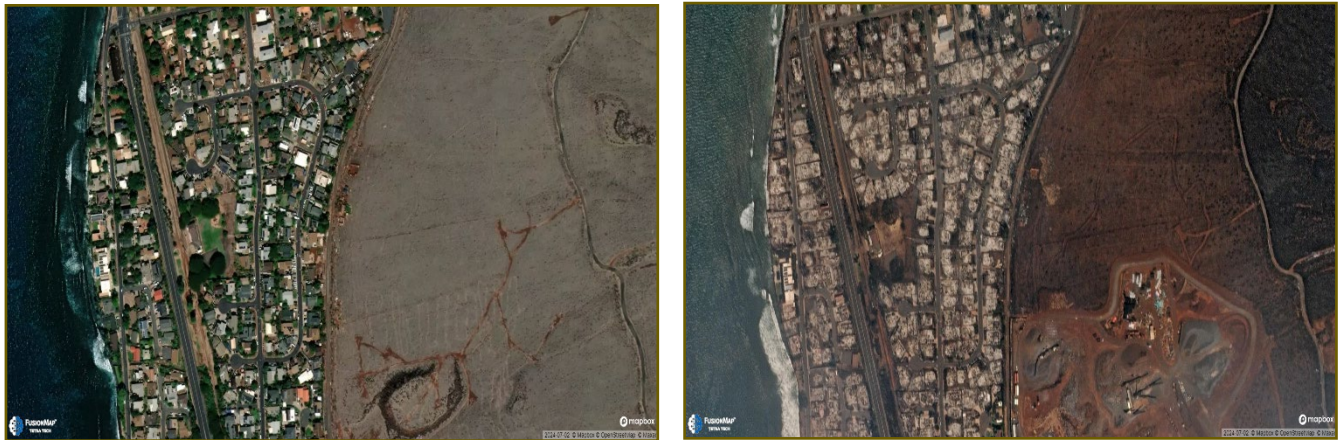
time the data capture took place. This “single viewer” approach can benefit the County whether to show progress, to identify hazards that need to be removed (e.g., hazardous hanging limbs in the right of way), or to deploy/assign resources to aid in expediting recovery.

FusionMap™ Technology

When planning for and responding to disasters, knowledge is one of our most powerful tools. The amount of damage that is caused by major disasters often means that in heavily impacted areas, response crews and the County emergency personnel may face significant barriers to assessing post-disaster impacts and may need to enter hazardous areas to survey damage.

To allow our clients to have the whole story at their fingertips, Tetra Tech has developed a unique FusionMap™ tool, which can be utilized if needed **within six hours of an event** to provide updated satellite imagery of an area post-disaster so that we can analyze and assess the situation.

Exhibit 12. Before and After Satellite Images of Lahaina in Maui County, Hawai'i



FusionMap™ is a leading-edge technology for AI-powered geospatial data visualization, asset extraction, and management with seamless GIS integration. FusionMap is scalable, modular, and easy to use. From roadway surveys to satellite image captures to AI capability of automatically detecting changes between scans, FusionMap is a forward-thinking instrument for the 21st century disaster response toolbox.

Training During an Event Response

In disaster response and recovery, training is not one-size-fits-all. Tetra Tech customizes formal trainings to the duties of each new employee, and hosts trainings in the Hiring Center with a Tetra Tech certified trainer. These trainings include modules specific to each client’s needs and requirements, complete with information to ensure accurate field monitoring and ADMS implementation. By using interactive qualifying tools throughout training modules, Tetra Tech helps trainees better retain information while also screening and selecting the most qualified personnel as field monitors.

To properly instruct newly hired employees, Tetra Tech has developed a training program that includes modules specific to the County. These modules are complete with the information required to facilitate accurate field monitoring and ADMS implementation. Tools included in the training modules assist with the

retention of the material and assist Tetra Tech in screening and selecting the most qualified personnel for the monitoring task. Training module topics include truck certification, load site monitor responsibilities, disposal monitor responsibilities, hazardous trees monitor responsibilities, and field supervisor responsibilities. Project managers, data managers, and operations managers follow standard operating procedures and protocols established in our concept of operations plan.

During a debris recovery operation, Tetra Tech project managers and supervisors routinely examine the safety of field and debris staging site operations and have the authority to shut down unsafe operations. Debris staging site monitors are equipped with the appropriate personal protective equipment, which may include hard hats, appropriate footwear, reflective vests, hearing protection, and eye protection. Additionally, Tetra Tech project managers conduct regular tailgate safety sessions with their field employees to alert them of potential work hazards and review safe work practices.

EOC Staff Augmentation

Tetra Tech stands ready to serve as a force multiplier for Jefferson County's staff in the event of an emergency, disaster, or preplanned special event by providing appropriate staff augmentation services as well as administrative support to the EOC. Tetra Tech's cadre of trained, credentialed, and experienced emergency management professionals have real-world experience in almost every EOC position from executive leadership to administrative support. Many of our team members have served on Incident Management Teams (IMT) or are former state and federal executive leaders who can provide proven expertise gained via real-world disaster response and recovery experience to serve in operational, advisory, liaison, and advocacy roles. All emergency management staff proposed to support SEOC operations have direct EOC management and operations experience.

Having served over 300 state and local government clients in response to over 90 declared presidential disasters, our staff has the experience to begin operations in multiple EOC roles on day 1 of this contract. Our work includes rapidly deploying professionals to support EOCs, logistic staging areas (LSA), FEMA's Joint Operations Centers (JOC), or Forward Operating Bases (FOB). During response operations, Tetra Tech fulfills command and general staff positions or direct support to the mission. We routinely support the following activities:

- Incident Action Plan (IAP) and Situation Report (SitRep) development
- Emergency and Recovery Support Function coordination
- Geographic Information System (GIS) Dashboard preparation
- Resource management and disaster logistics
- Preliminary damage assessment
- Finance/Administration Section support
- Joint information system/center support

Public Information

Tetra Tech is prepared to assist with developing a means for the County to manage inquiries from residents regarding the debris removal process. Tetra Tech has staffed debris hotlines for some of the largest disasters that have impacted the United States and can help the County establish and staff a debris hotline (including supplying equipment, phone lines, etc.) to respond to public inquiries and concerns.

Public information for debris operations should focus on two components: safety for handling debris and proper set-out procedures. Many hurricane-related injuries and deaths occur after the incident because citizens do not safely address disaster damage and debris. Some of these deaths and injuries could be avoided if residents were provided timely information on how to safely address disaster-related damage to their homes. Public information for residents should include safety precautions for assessing their damaged homes and operating dangerous equipment to remove debris. In addition to safety instructions, proper set-out procedures are critical to ensure that the County can maximize recycling opportunities, reduce impacts to landfill capacity, and maintain efficient debris removal operations.

Public information should include instructions for residents to properly separate their debris streams such as HHW, electric waste, construction and demolition debris, vegetative debris, and white goods. Public information should provide residents with specific instructions for separating and bundling their debris and include any information for citizen drop-off locations.

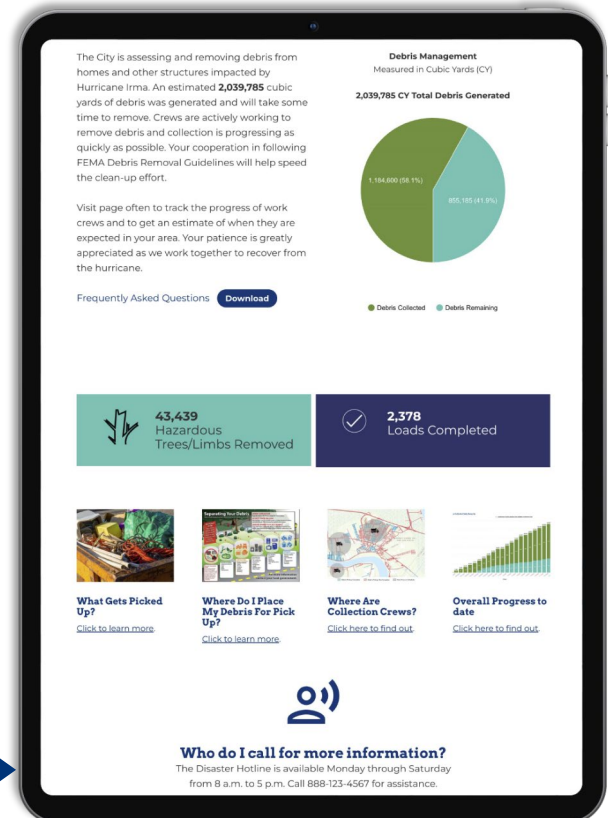
Public messages must meet the needs of the community to ensure all populations receive and understand critical information in a culturally appropriate and effective manner. Tetra Tech will coordinate with the County public information officer to ensure the correct information regarding debris operations is provided to the public in a format that is accessible to the County diverse population, in a language all can understand.

Exhibit 13. Public Information Campaign



Flyer detailing debris separation and placement guidance for residents.

Public-facing website detailing collection information, debris removal status, and more.



Call Center Operations

Emergency events place tremendous stress on public information centers. Tetra Tech routinely provides call center operations to our clients following natural disaster events. We can deploy a remote call center with

trained staff if needed by the County. With our experienced team and advanced technical infrastructure, Tetra Tech can quickly assess needs and provide an end-to-end solution that includes a communications plan, toll-free numbers, operator staffing, call documentation, and reporting. Providing this service allows our clients to focus on the problems at hand, while staying connected and responsive to the community's need for information. Tetra Tech has provided these services to communities impacted by some of the worst disasters of our time.

Tetra Tech successfully operated a call center for Harris County OHSEM following Hurricane Harvey in 2017 and stood it up within 24 hours of a Notice to Proceed. We have also provided this service to Osceola and Polk County, FL following Hurricane Irma; and the City of Houston, City of Galveston, Galveston County, and Montgomery County, Texas, following Hurricane Ike.

Emergency Roadway Push

During the emergency push period, debris removal contractors coordinate with Jefferson County crews to clear blocked roadways for emergency vehicle passage. Tetra Tech can support the County with emergency push efforts. Tetra Tech services may include the following:

- Document blocked roads that require immediate clearance
- Help staff maintain maps or databases to track road clearance progress and other essential tasks
- Administer the sign-in and sign-out of labor and equipment to track time and materials (T&M) charges
- Maintain reimbursement documentation of emergency push work
- Coordination with the County to conduct preliminary damage assessments and road closures
- Establish public information protocols to respond to concerns and comments

Debris Management Site Permitting

Once the activation has started, we work with the County to ensure we have the proper permits in place. We can assist the County in reaching out to environmental agencies to ask them to validate the pre-approval, as well as ensure a historical review is conducted. Once permits are issued, the hauling contractor can begin setting up the debris monitoring sites. We will work in conjunction with the haulers to ensure that our own operations are ready to go.

Truck Certification

Tetra Tech uses the *RecoveryTrac*™ system to electronically certify all trucks used in an activation. Our team follows a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement. Our certification includes:

- Unique truck numbers for contractor crews and equipment
- Automated truck certification form, including:
 - FEMA guidelines on truck certification documentation and volume calculations
 - Barcode for automated ticket scanning
- Vehicle notations on the truck certification form and vehicle placard, informing tower monitors of sideboards, tailgates, or other modifications
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

Exhibit 14. Truck Certification Report

Project: CITY OF TULSA - OK SEV... Certification Date: 02/13/2024

Truck: *All Show Photos? ☒ True ☐ False

CITY OF TULSA - OK SEVERE STORMS AND TORNADOES - ROW COLLECTION - Truck Certification Details

Contractor: GREENBELT TURF

Sub-Contractor 1: CAMO FARMS

Sub-Contractor 2	Truck No.	Capacity	Cert Date	Status	Vehicle Tag	Vehicle Type	Vehicle Features
☐ N/A	820040	56	02/13/2024 7:02 AM	ACTIVE	CR196 (OK)	HYDRAULIC DUMP TRAILER	CURVED/ANGLED SIDE/FLOORS;

Driver-Placard View Side View Back-Interior View Front View



Primary Box (L x W x H): 498x98x44 = 2147376.0 (+)
 Type: Other (L x W x H): 498x49x20 = 122010.0 (+ /2)
 Type: Other (L x W x H): 498x49x20 = 122010.0 (+ /2)
 Total Volume: 2635416.0 Cu Inches (/46656)= 56.49 CuYds

☐ N/A	836649	56	02/13/2024 7:24 AM	ACTIVE	BW 4019 (OK)	HYDRAULIC DUMP TRAILER	CURVED/ANGLED SIDE/FLOORS;
☐ N/A	820041	66	02/13/2024 7:56 AM	ACTIVE	PG 6097 (OK)	HYDRAULIC DUMP TRAILER	
☐ N/A	820042	66	02/13/2024 11:13 AM	ACTIVE	CW 6905 (OK)	HYDRAULIC DUMP TRAILER	DOG BOX;

Page 1 of 1



Response

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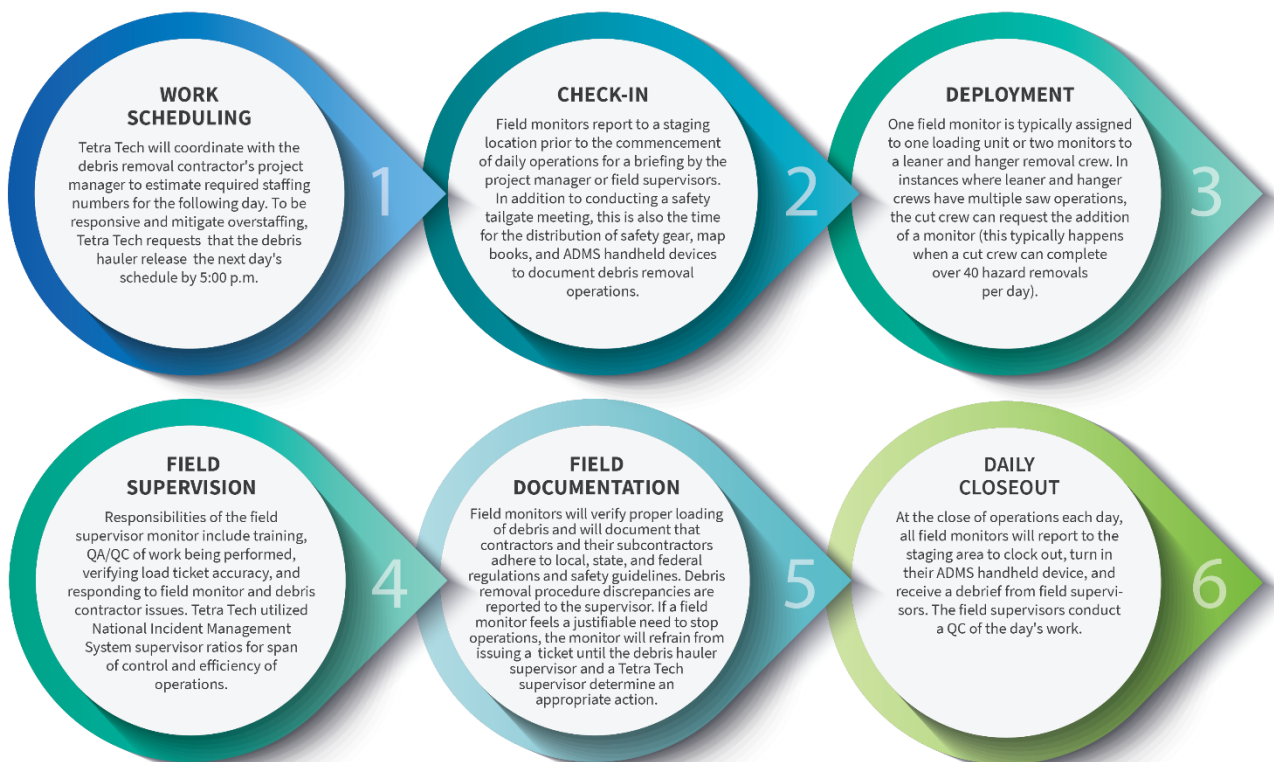
Throughout the Response phase, Tetra Tech is cognizant of the various pressures that the County is facing from its residents, elected officials, and in the case of a major event, the rest of the country. Following a notice to proceed, we activate quickly to get the community the relief it needs. Each part of this phase is integral in ensuring that life gets back to normal for the residents of Jefferson County.

Recovery



Throughout the Recovery phase, the Tetra Tech team follows a systematic approach to ensure the daily operations run smoothly. By receiving the debris hauler's schedule by 5:00 p.m. on the previous day, Tetra Tech is able to staff adequately and inform monitors if they are needed for work. A thorough check-in and assignment process gets the day started on the right foot. As the teams complete the work that is detailed on the following pages, both field monitors and field supervisors have checklists and documentation to complete throughout the day to keep compliant records. The teams return to the staging area at the end of the day to return equipment and report out before the field supervisors conduct a quality check of the work.

Exhibit 15. Daily Field Operations



Right of Way Monitoring

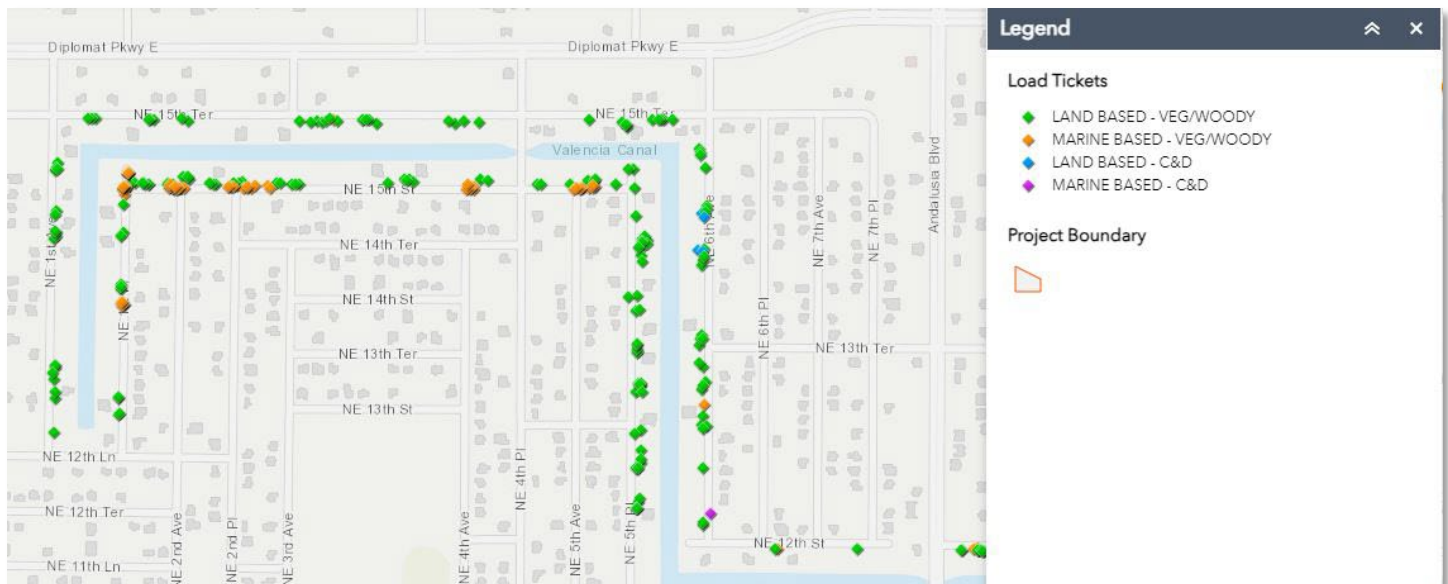
Our *RecoveryTrac™* ADMS technology allows the County to view debris collection points, truck locations, monitor locations, damage, incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to field monitoring. For the County's private/gated communities, we return to the ROEs that were collected in the Preparedness phase; for any communities that did not have the pre-work completed, we then work with them to get the paperwork completed.

At each debris collection point, the field collection monitor marks the waypoint or location of the debris pile to collect GPS coordinates. The map below displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real time and can be filtered by date. Through *RecoveryTrac™* ADMS, we have the ability to overlay road layers on the map to track pickup collections on County-maintained roads, as well as State roads once the Department of Transportation has completed their pass through.

Exhibit 16. ROW Monitoring after Hurricane Sally in Baldwin County, Alabama

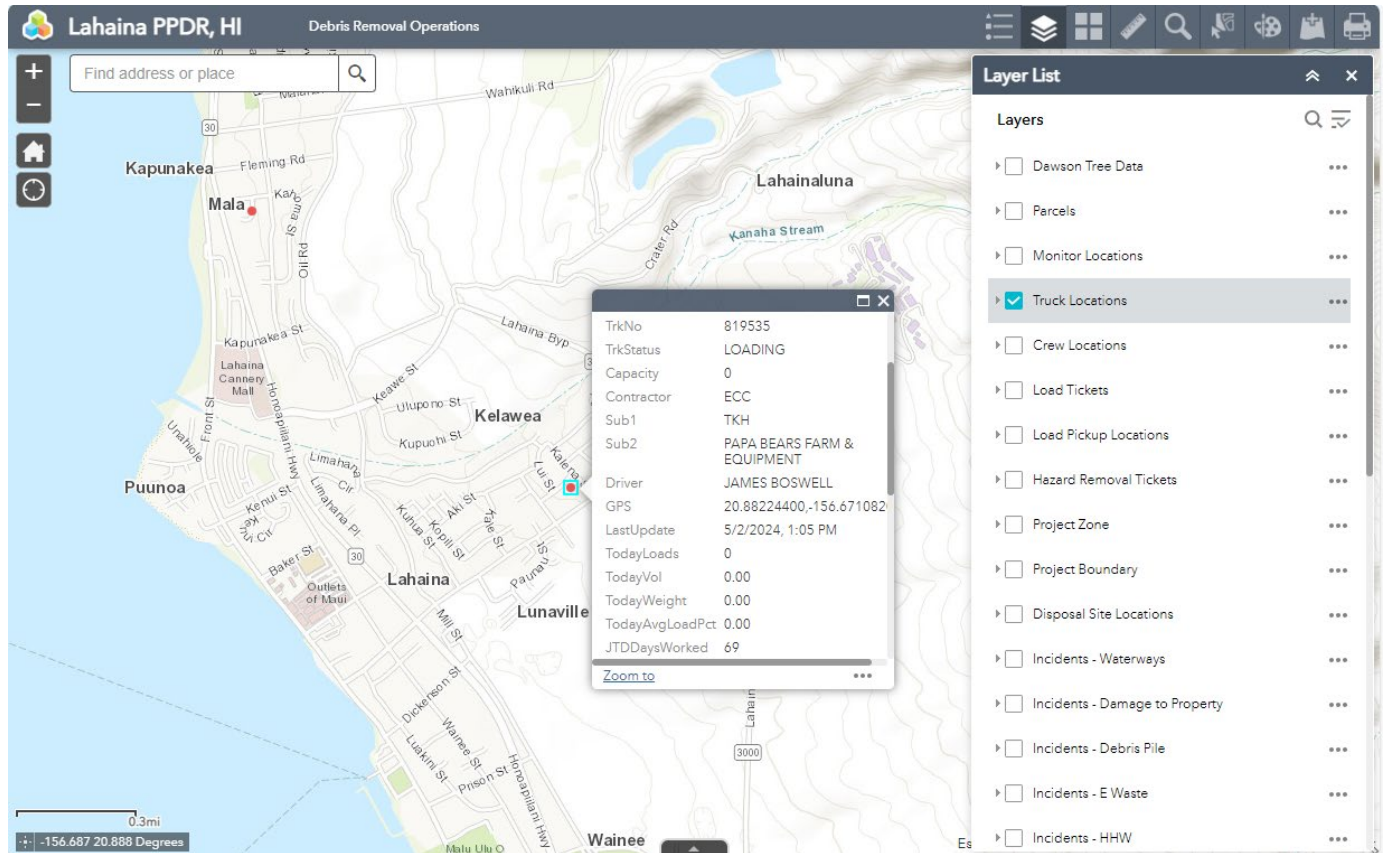


Exhibit 17. Waypoint Collections



An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this location information, Tetra Tech can view monitor locations and truck locations in real time, as demonstrated below.

Exhibit 18. Truck Locations



Hazardous Tree/Stump Monitoring

Guidance established by FEMA requires supporting photo documentation for each ticket issued for hazardous tree or hanger removal services. The previous standard for monitoring firms was to take supporting photographs with a digital camera and manually associate the photos to each tree ticket. Tetra Tech utilizes ADMS technology to automatically associate photographs for all hazardous tree and hanger removal operations, which eliminates the potentially extensive labor associated with this task. Additionally, our ADMS technology and software is designed to manage photo documentation by compressing and securely storing photos for field validations and audits in real time. The ability to associate photo documentation to unit rate tickets is critical for FEMA reimbursement, QA/QC, and fraud deterrence.

As work in the field is completed, the information and supporting photos are uploaded directly to our database for QA/QC checks. A QA/QC manager verifies that the photographs comply with FEMA regulations and that all measurements meet the County's contractual agreement with the contractor.

Exhibit 19. Hazardous Tree Removal

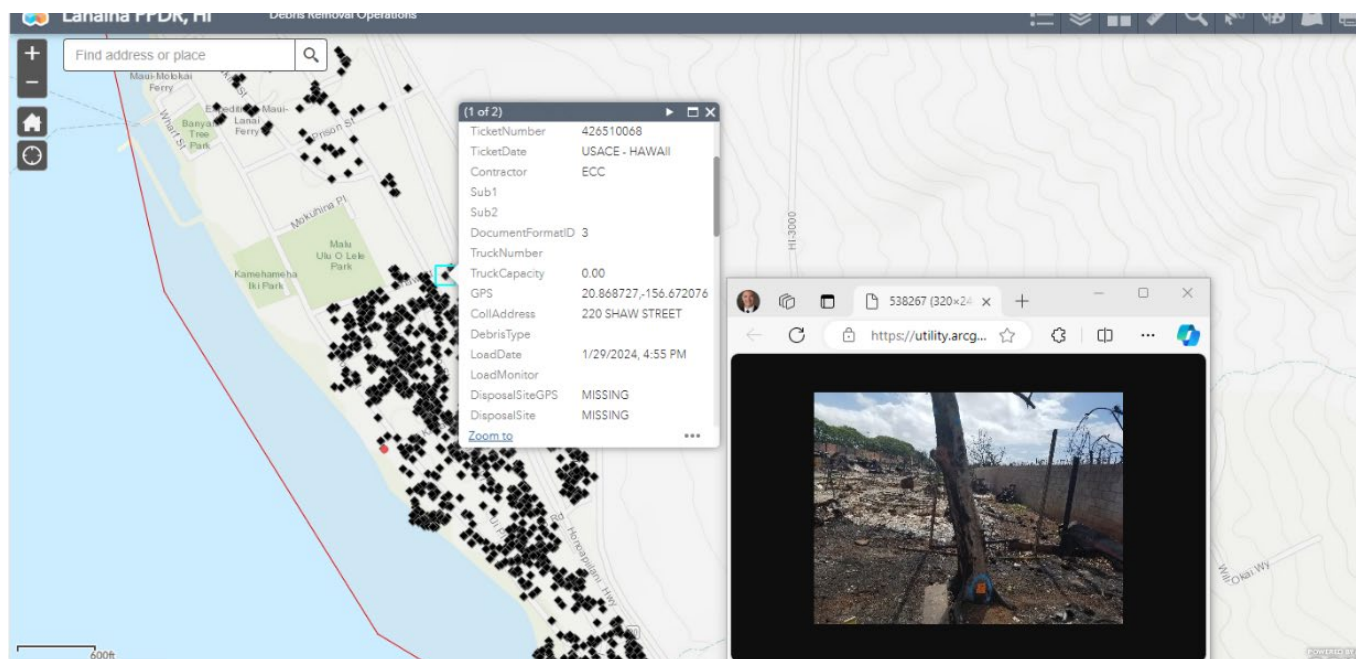


Exhibit 20. Real-Time Ticket Report

Project:

USACE LAHAINA WILDFI... ▾

Ticket Type:

LOAD TICKET ▾

View report

Show Tickets Starting:

05/01/2024 ▾

and Ending:

05/01/2024 ▾

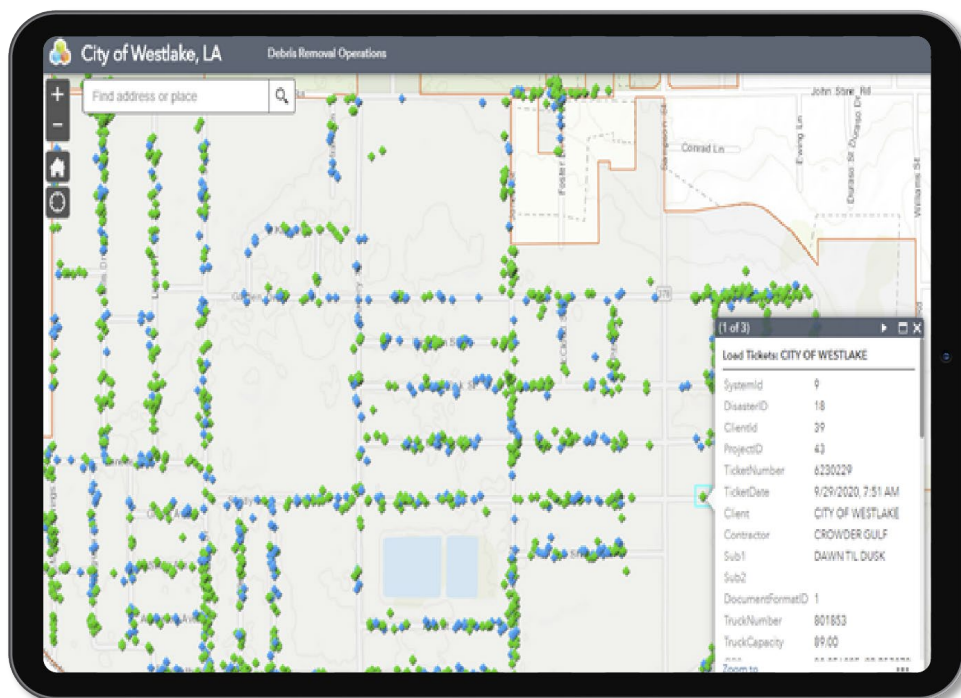
RecoveryTrac Reconciled Ticket Data Export

Date	Ticket No.	Trans No.	Quan.	UOM	Service Description	Service Code	Rate	Amount	Trk/Crw No.	Truck Cap.	Load Call
5/1/2024 12:00:00 AM	9493633	1	7.66	TON	NON-ASB CONCRETE HAULING TO RECYCLING FACILITY	1229	1.00	7.6600	819536	0.00	0
5/1/2024 12:00:00 AM	9493633	2	7.66	TON	RECYCLING - NON-ACM CONCRETE	1239	1.00	7.6600	819536	0.00	0
5/1/2024 12:00:00 AM	9493633	3	7.66	TON	ADMS TRACKING	1242	1.00	7.6600	819536	0.00	0
5/1/2024 12:00:00 AM	9654408	1	11.11	TON	NON-ASB CONCRETE HAULING TO RECYCLING FACILITY	1229	1.00	11.1100	825589	0.00	0
5/1/2024 12:00:00 AM	9654408	2	11.11	TON	RECYCLING - NON-ACM CONCRETE	1239	1.00	11.1100	825589	0.00	0
5/1/2024 12:00:00 AM	9654408	3	11.11	TON	ADMS TRACKING	1242	1.00	11.1100	825589	0.00	0
5/1/2024 12:00:00 AM	9492719	1	4.14	TON	HAULING ASH/DEBRIS/SOIL ROLLOFF TO WEST MAUI LF	1225	1.00	4.1400	836699	0.00	0
5/1/2024 12:00:00 AM	9492719	2	4.14	TON	DISPOSAL - ASH/DEBRIS/SOIL/ACM CONCRETE/VEGETATIVE	1237	1.00	4.1400	836699	0.00	0

Unit Rate Ticket Geoportal Report

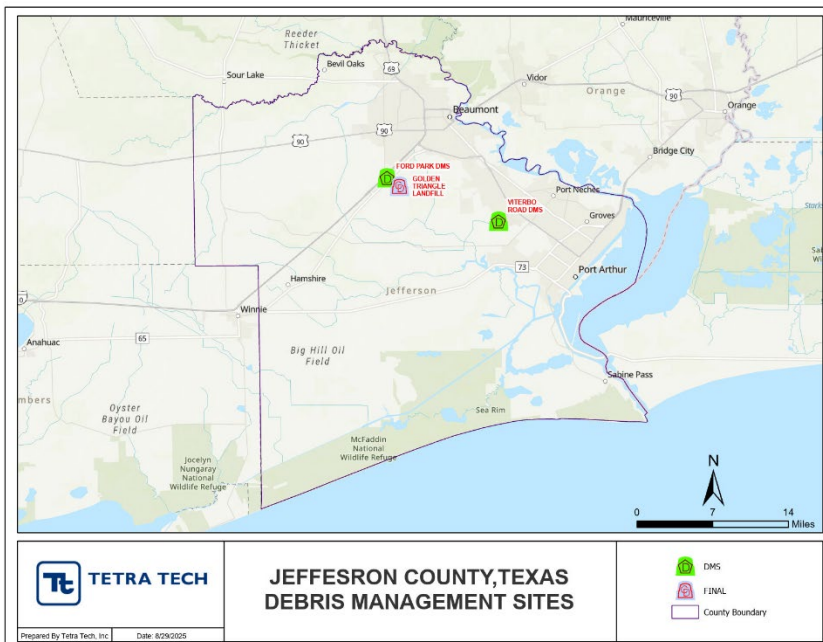
As monitors complete unit rate tickets for hazardous trees or hangers, their locations are logged and collected. The map below displays locations where hazardous tree or hanger removals were documented in the field. Clicking on the marker allows the user to review the data and photos collected by the field monitor (see example below). The unit rate ticket report is updated in real-time.

Exhibit 21. Unit Rate Ticket Map



Debris Management Site (DMS) Operations

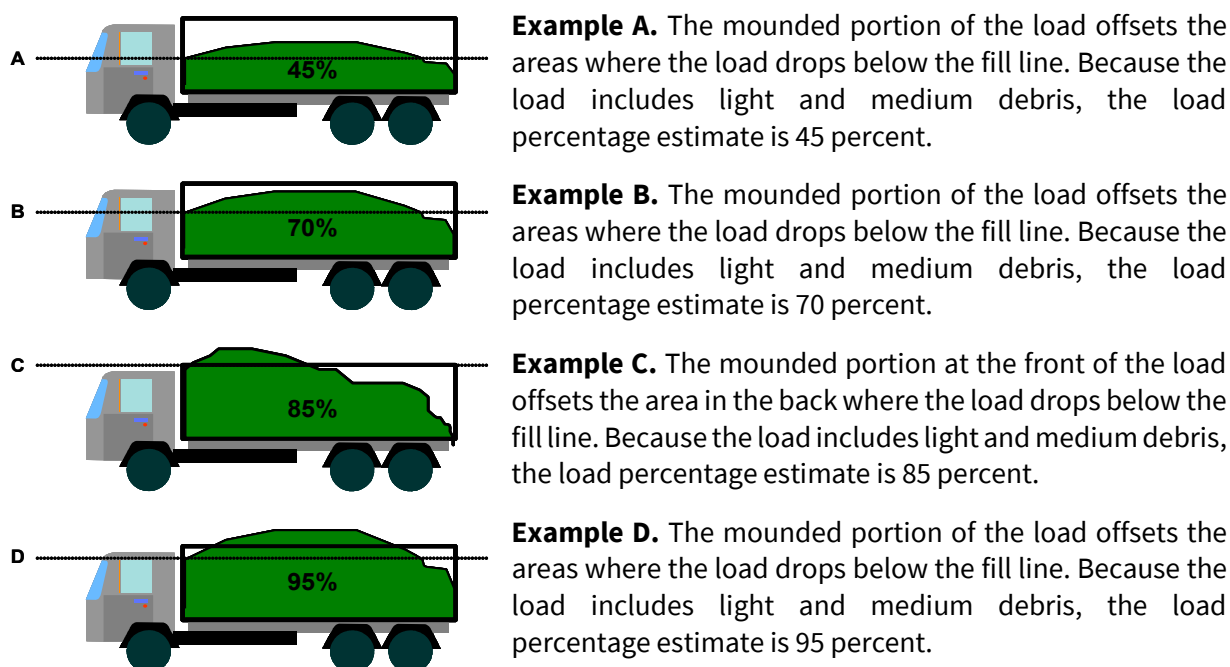
As DMS are activated, Tetra Tech will provide a minimum of two (2) disposal monitors per site, which may scale depending on site layout and operational needs. The disposal monitors will verify that the debris contractor passes through the DMS, analyze the drive time of the contractor, and verify accurate and complete documentation. Several daily audits will be performed by project managers and supervisors to verify that load call data is consistent and accurate.



Documentation kept by Tetra Tech DMS disposal monitors includes:

- **Load Ticket.** Documents that debris removal complies with all FEMA requirements.
- **Disposal Monitor Log.** Used as backup documentation as required by FEMA.
- **Scale Manifest Tickets.** For weight-based debris hauling contracts, Tetra Tech will digitize and catalog scale tickets.
- **Incident Report.** Tetra Tech will document property damage, arguments, unsafe practices, and injuries.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a DMS frequently to create a visual timeline of the site.
- **QA/QC of Field Tickets.** Disposal monitors review and verify collection monitors' work in the field.

Exhibit 22. Load Call Estimate Examples



Following the completion of work at the DMS, the baseline soil testing is used to verify site remediation is complete.

Residential Drop-Off Sites

Residential drop-off sites offer a valuable opportunity for residents to manage disaster debris onsite. To meet FEMA eligibility criteria, the County must ensure that only its residents utilize these sites, while also preventing commercial debris contractors from misusing them. Tetra Tech stands ready to support the County in monitoring these residential drop-off locations, confirming Jefferson County residency before residents unload their debris, thereby ensuring compliance with FEMA regulations.

Specialty Program (PPDR, Waterways, Drainage, etc.)

Specialty Programs	
Commercial	For commercial properties, Tetra Tech plays a crucial role in swiftly clearing debris post-disaster, minimizing disruptions to business operations. We

Specialty Programs	
	supervise the thorough removal of debris, safeguarding the property from potential structural damage and allowing for businesses to then schedule any necessary repairs. Tetra Tech helps commercial properties resume normal business operations quickly, mitigating financial losses and maintaining the trust of their tenants, customers, and stakeholders.
Private Parcel PPDR	Tetra Tech works with homeowners to ensure we have the proper right-of-entry (ROE) paperwork necessary to perform services on private parcels. Whether it's debris collection, reconstruction, demolition, or hazardous tree surveillance, we work with homeowners and ensure the projects are properly documented.
Demolition	Tetra Tech has successfully managed the demolition of over 22,000 uninhabitable residential and commercial structures. We leverage Unmanned Aircraft Systems (UAS) technology to enhance visibility during demolition operations, enabling comprehensive documentation of parcels to effectively track project progress over time.
Waterways and Drainage	Tetra Tech offers extensive services for waterway and drainage system debris removal programs. This includes support in documenting maintenance programs, assessing legal responsibilities and scope eligibility, conducting post-disaster damage assessments (including drone surveys), overseeing right of entry/access programs, and managing field monitoring and storage site operations.
Parks	Tetra Tech is often called upon by local governments to monitor the collection of debris from public parks. The collection and supervision of debris monitoring in County parks results in swift restoration, allowing these public spaces to reopen for community use. Prompt removal of debris mitigates safety hazards, preserving the integrity of park facilities and protecting visitors from potential harm. Additionally, efficient debris management enhances the overall aesthetics of the parks, fostering a sense of normalcy and well-being in the community following sometimes devastating events.
Beaches	Beaches frequently serve as the main attraction for tourists visiting communities; therefore, expeditiously reopening beaches after disasters is crucial. Eliminating hazards such as pressure-treated wood from beach walkovers is essential for public beach access restoration. Tetra Tech has a proven track record of aiding coastal communities in overseeing debris removal and sand screening/replacement operations eligible for reimbursement through the FEMA Public Assistance program.
Vehicles and Vessels	Tetra Tech can support the County in documenting the whereabouts and quantities of vessel and vehicle debris within its jurisdiction, facilitating the presentation of a compelling case to FEMA for program approval and funding. Prior to submission, the County must demonstrate its legal obligation to clear the debris and confirm that it is not the responsibility of other state or federal agencies like the USACE or the NRCS.

Data Management/Invoice Reconciliation

The *RecoveryTrac*™ system significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech.

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the *RecoveryTrac™* database to generate transactions applicable to contract terms for tickets issued to each debris contractor. Prior to the start of debris removal operations, Tetra Tech will meet with the debris contractor(s) to review:

- The invoicing processes
- Contract services established in our database
- Tetra Tech data tools available for their use
- Any other accounting needs as tasked by the County

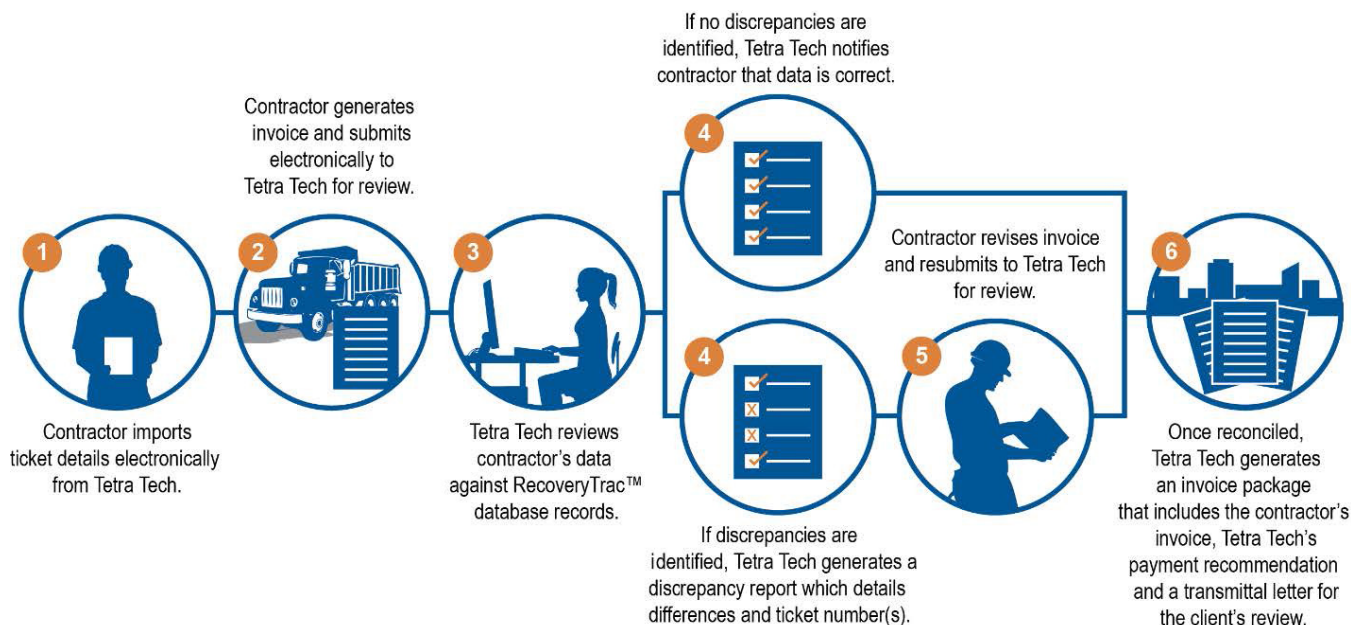
If *RecoveryTrac™* ADMS will be used to document the debris contractor's work, Tetra Tech will review the automated reports generated by the system to verify that the dataset is sufficient to reconcile with that contractor's subcontractors, and to generate invoices for payment by the County. If another cost tracking system will be used to document the debris contractor's work, Tetra Tech will review the work that has to be documented to verify that our staff will be able to capture the information needed for accounting and invoice review.

Our invoicing process includes several real-time QA/QC checks throughout the day, and a final daily comprehensive data analysis is performed at the close of operations. A final QA/QC check is completed when the debris contractor sends the invoice dataset to Tetra Tech for reconciliation. Incongruencies in the debris contractor's data are flagged for review and must be resolved prior to the issuance of a final invoice.

Whether using *RecoveryTrac™* ADMS or paper logs, Tetra Tech will use our *RecoveryTrac™* database to store and review data generated in the field documenting debris contractor work. Several QA and QC checks of data will occur before the dataset is ready for reconciliation with the contractor. Services related to debris contractor work order or change order charges are also tracked within the system.

Tetra Tech will submit invoices within the timeframes determined by the County. The process for contractor invoice reconciliation is as follows:

Exhibit 23. Summary of Contractor Invoice Reconciliation Process



Tetra Tech's Payment Recommendation Reports provide summarized and reconciled totals for contractor invoices.

Exhibit 24. Payment Recommendation Report

Payment Recommendation Report

Tuesday, April 23, 2024

Invoice Cover Information

Applicant: CITY OF TULSA
 Contractor: CTC DISASTER
 Disaster: OK- SEVERE STORMS AND TORNADOES
 Invoiced Date Range: FROM 10/29/2023 TO 11/04/2023

Invoice Number: 21624
 Date Of Invoice: 11/07/2023
 Gross Amount per Invoice: \$169,522.00
 Amount Held in Retainage: \$0.00
 Net Amount Invoiced for Payment: \$169,522.00

Supporting Electronic Backup Summary

Code	Matching Service Description	Invoiced Qty	Invoiced Rate	Invoiced Total
2C	REMOVAL OF HAZARDOUS TREES 25-36.99 IN	8.00	\$175.00	\$1,400.00
2B	REMOVAL OF HAZARDOUS TREES 13-24.99 IN	15.00	\$95.00	\$1,425.00
1A	REMOVAL OF HAZARDOUS LIMBS > 2 IN	2,476.00	\$67.00	\$165,892.00
2A	REMOVAL OF HAZARDOUS TREES 6.01-12.99 IN	18.00	\$30.00	\$540.00
2D	REMOVAL OF HAZARDOUS TREES GREATER THAN 37 IN	1.00	\$265.00	\$265.00
Total Amount of Supporting Electronic Backup Data (This amount pending reconciliation):				\$169,522.00
Amount Adjusted (Deducted) from Gross Invoice Total (Backup Difference):				\$0.00

100% Payable Transactions:

Ticket Item	Invoiced Qty	Invoiced Rate	Invoiced	Tetra Tech Match	Resolved Date	Resolved Qty	Rate	Resolved Value	Adjustment	Reason
110361028-1	1.00	\$67.00	\$67.00	110361028	10/30/2023	1.00	\$67.00	\$67.00	\$0.00	Verified and Approved
110361029-1	1.00	\$67.00	\$67.00	110361029	10/30/2023	1.00	\$67.00	\$67.00	\$0.00	Verified and Approved
110361030-1	1.00	\$67.00	\$67.00	110361030	10/30/2023	1.00	\$67.00	\$67.00	\$0.00	Verified and Approved
110361031-1	1.00	\$67.00	\$67.00	110361031	10/30/2023	1.00	\$67.00	\$67.00	\$0.00	Verified and Approved

Quality Assurance

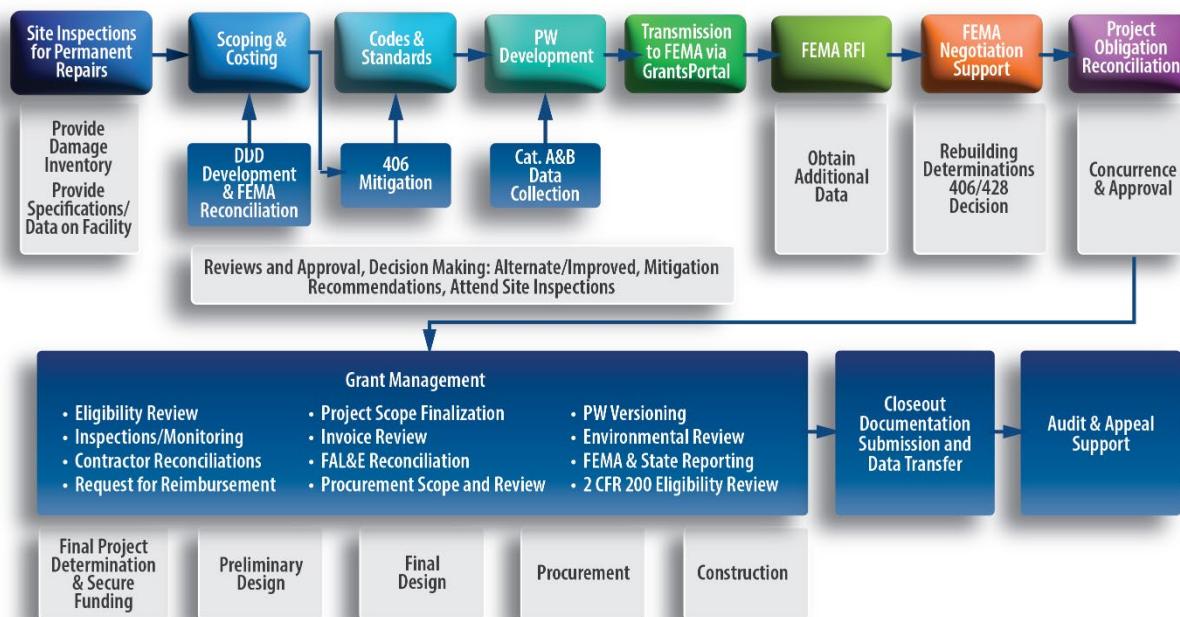
Implementing comprehensive QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Throughout years of experience assisting local governments with recovering from disasters and the subsequent audits, Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations. For example, monitors no longer have to carry a GPS device and manually write in GPS coordinates because this is logged automatically.

Due to the real-time information collected by our ADMS technology, Tetra Tech can establish a virtual command center to audit project information during the collection process and correct issues as they appear. For example, our ADMS technology provides reporting and tracking on any missed debris piles. This allows Tetra Tech to improve our responsiveness to resident complaints and provide real-time tracking tools to manage removal of these missed piles to the County.

Grant Management/PW Development

The flowchart below illustrates Tetra Tech's approach to the FEMA PA Program lifecycle. Our team has developed documentation processes to capture the data at each step along the way.

Exhibit 25. FEMA PA Program Lifecycle



Initial Damage Estimates

Tetra Tech will assist the County in a systematic approach of cataloging, reporting, and documenting disaster-generated debris. We will develop a work plan with the County, ahead of storm season to maximize the efficient use of County and Tetra Tech resources to quickly and accurately find and report debris.

A critical part of painting the picture of the disaster event for FEMA is documentation regarding damage location using mapping and the nature of the damage using photo and descriptive evidence. To support the County in conducting initial damage estimates, Tetra Tech maintains a critical focus on compliance from the outset. Tetra Tech will coordinate with the County and its departments to integrate into the incident response framework by mobilizing staff to designated locations, leveraging local partners in specific jurisdictions, and working with citizen response teams.

Immediate Needs Funding (INF)

Immediate Needs Funding (INF), also referred to as Expedited Funding, is intended to meet an applicant's urgent needs in the initial aftermath of a disaster and is often a critical part of the initial disaster response and short-term recovery. In utilizing Expedited Projects for Emergency Work, FEMA provides expedited funding for Emergency Work Projects. Eligible activities typically include debris removal and emergency protective measures; as such, the funding may be used to cover such costs as overtime payroll, equipment costs, materials purchases, and debris removal and monitoring contracts when these costs are incurred for emergency work.

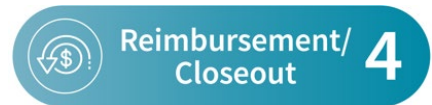
FEMA and the State normally require PA applicants to provide all supporting documentation for reimbursement for completed work, but they can relax this document requirement and provide initial funding to applicants for emergency work required in response to a declared event. Throughout the Expedited Project development process, Tetra Tech will assist the County in gathering and documenting work undertaken as well as providing a summary of the costs for emergency work not yet completed. Tetra Tech will assist the County with gathering the necessary inputs for completed work and developing and applying a sound methodology to present any projections of costs that are to be used to develop Expedited Projects.

After the receipt of the initial funding, Tetra Tech will assist the County in documenting the use of the expediting funding for eligible activities and work to develop the next version/amendment of the project, accounting for those funds and presenting any others that may have been incurred.



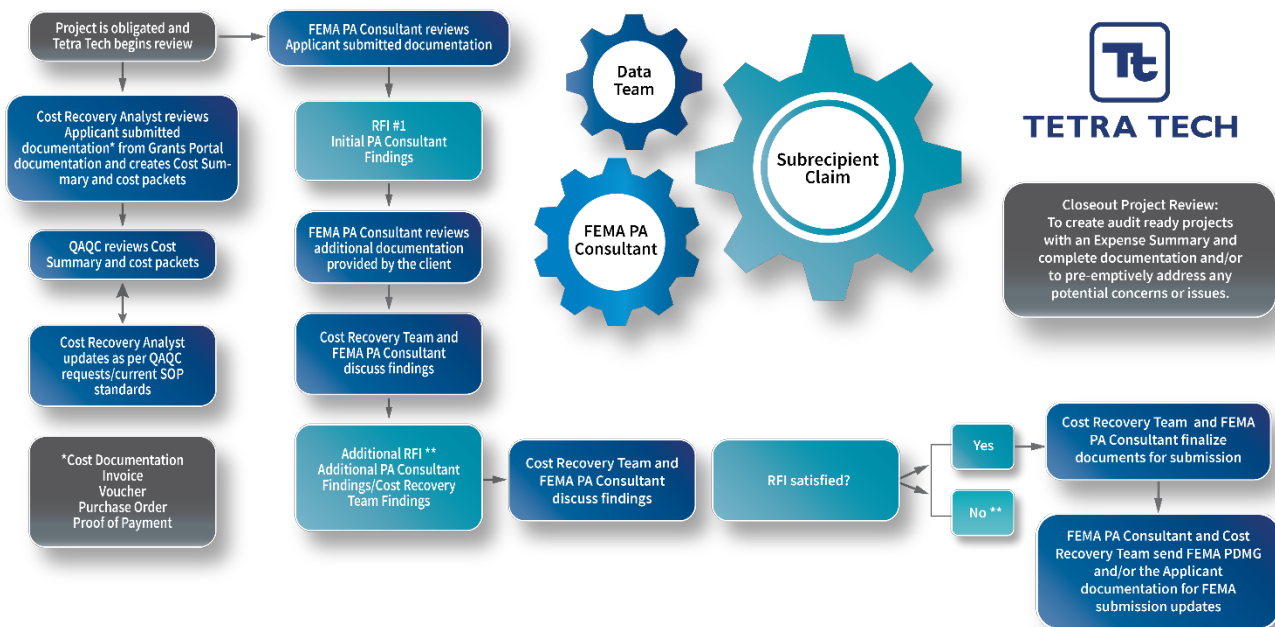
During the Recovery phase, Tetra Tech's staff is laser-focused on performing each aspect of the operations in a safe and FEMA-compliant manner. We engage our deep bench of subject matter experts and technicians to ensure that all specialty programs are performed expertly. The effectiveness of the Recovery phase positions Tetra Tech and the County for success in the final phase.

Reimbursement/Closeout



Tetra Tech has extensive experience in collecting, managing, and tracking financial and project data. Our firm has a full suite of existing reports to allow for custom reporting on all metrics requested from our clients. Tetra Tech has years of experience tracking invoice amounts and payments, budget forecasting, change order and work order attributable costs, etc. We understand the importance of accurate data and cost tracking and have developed several reports over the years to enhance visibility into essential project aspects. A sample of the variety of reports we are able to issue are summarized on the following pages.

Exhibit 26. FEMA PA Closeout Process



Final Report

Tetra Tech has extensive experience completing final reports for disaster debris removal projects. If requested, the Final Report will summarize the pre-debris removal, pre-tree removal, and post-debris and post-tree removal conditions. The Final Report typically includes the initial and final assessments, ROE, summary of quantities of materials removed, environmental sampling information, pre- and post-work photographs, and final sign off.

In addition, data can be downloaded directly from the *RecoveryTrac*™ system using ESRI's ArcGIS feature services. These feature services allow location base selection and download of the data contained within the selected area. *RecoveryTrac*™ Fleet history, including individual route history can be downloaded and is available over the life of the project.

Project Worksheet Development and Completion

Tetra Tech's experienced grant managers are poised to help the County submit its initial Request for Public Assistance and attend or provide support for State-led applicant briefings, FEMA recovery scoping meetings (formerly known as kickoff meetings), or any other meetings with FEMA or the State in the development of projects. With the changes FEMA has made to their PA Delivery Model, eligibility determinations are no longer made "in the field" and the projects are written at the Consolidated Resource Centers. Close and consistent interaction with FEMA staff is still crucial, so the County needs an experienced team to augment efforts in presenting any and all eligible costs and activities to FEMA for inclusion in projects.

Submitting a complete damage inventory is key to presenting disaster-caused damage and costs to FEMA. Experienced Tetra Tech project support staff will help gather all necessary inputs for the best possible outcomes. By timely addressing requests for information and uploading related information and documentation, Tetra Tech facilitates timely obligation of project funding and access to federal dollars for recovery.

One of the most often experienced barriers to timely obligation of projects and reimbursement of funds is lack of proper documentation. We work hand in hand with our clients to identify, gather, organize, and submit records reflecting any and all eligible activities undertaken. These records are audit-ready for our clients and paint the picture of well documented eligible work and costs to FEMA, the Department of Homeland Security's Office of Inspector General, County Inspector General, State Legislative Auditor, or others.

Tetra Tech is a nationwide leader in the administration of federal funding for disaster response and recovery. Our dedicated staff includes former federal and state level executives with decades of experience working with FEMA Region 6.

Responding to FEMA Request for Information (RFIs)

We serve as a force multiplier for your staff and recognize the importance of timely responding to any Requests for Information (RFIs) received from federal or state officials. We coordinate with all involved to minimize any "back and forth" on such requests that often result in the loss of precious time. Our team of experts can also be on site with FEMA's site inspectors to adequately capture, measure, and quantify damages. Time equals money, and our goal is to minimize the length of time the County spends waiting for return of eligible program dollars.

Audit Support

Our team has a proven track record of success in helping our clients resolve disputes with funding agencies such as FEMA or the Grantee (State). This includes support post-obligation audit and the appeal process. Throughout our FEMA-funded disaster response operations, we have only been involved with a handful of disputed projects over documentation.

We believe in remaining proactive in preventing further appeals requires frequent meetings with state partners and FEMA regions to avoid situations whenever possible.

Tetra Tech **uploads documentation and project support with consistent file naming conventions.** This organized, systematic approach enables timely and thorough review of documentation presented to FEMA and State of Texas.

Furthermore, due to our staff's in-depth knowledge of FEMA reimbursement policies, we are often hired by applicants to assist them after FEMA determination memos and Office of Inspector General (OIG) audits even when we were not involved with the applicant during the recovery period.

Recently, there has been a shift in the direct of FEMA to perform audits earlier in the disaster so that corrective actions can be made for the subrecipient or recipient. The three most common types of audits that we have supported within the first two years of the disaster include:

Exhibit 27. Most Common Audits



Tetra Tech has supported clients across disasters from 2016 through today on these up-front audits by:

1. Conducting pre-meeting with stakeholders
2. Preparing compliance checklists
3. Developing documentation notebooks
4. Attending meetings and providing subject matter expertise support
5. Responding to for Requests for Information

Elements of our audit support strategy include:

- **Maintain Data Quality:** Consistent quality checks are integrated throughout project operations to maintain data integrity from the beginning.
- **Retain the Data:** Maintain the data on our secure, cloud-based storage site to mitigate the risk of data loss.
- **Respond Quickly:** Acknowledge the question within 12 hours and respond to the audits within 48 hours of a request.
- **Maintain Communication:** Establish weekly calls with auditors that provide visibility to the County.
- **Stay Positive:** Maintaining a positive spirit between the parties to foster a solution quickly.

With a wealth of experience, cutting-edge technology, and a highly skilled team, Tetra Tech is uniquely positioned to support all our clients' needs across every stage of the disaster life cycle, ensuring resilience, efficiency, and successful outcomes in even the most challenging circumstances.

**MASTER SERVICES AGREEMENT
FOR EMERGENCY DEBRIS MONITORING SERVICES**

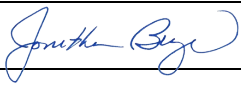
EXHIBIT C

Tetra Tech Rate Schedule

COST PROPOSAL FORM

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

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem. Special costs such as boat rental and marine expenses may be billed to the Owner at cost without mark-up. **Proposer may also include additional, optional positions and services.**

Name of Proposer:	Tetra Tech, Inc.
Signature:	
Title:	Jonathan Burgiel, Business Unit President

Position	Hourly Rate *
Project Manager	\$ 65.00
Operations Manager	\$ 55.00
Data Manager	\$ 45.00
GIS Analyst	\$ 45.00
Field Supervisor	\$ 45.00
Debris Site/Tower Monitors	\$ 36.00
Collection Monitor	\$ 36.00
Data Entry Clerk/Clerical	\$ 55.00
Billing/Invoice Analysts	\$ 45.00

*The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U) (All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

Rates for Optional, Additional Services

As stated in the RFP, various grant management and/or disaster recovery consulting roles may be activated beyond the scope of work for disaster debris monitoring. In the interest of providing the County with all needed services under one roof, we have provided a rate schedule for **optional, additional positions** that may be leveraged to fulfill **optional, additional areas of work**. If the County requires additional information, it can be provided upon request.

Optional, Additional Services Hourly Rates

Category	Hourly Rates
Customer Service Specialist	\$50.00
Site Inspector	\$60.00
Analytical Aide	\$95.00
Planning Aide	\$100.00
Consulting Aide	\$110.00
Assistant Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$115.00
Program Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$125.00
Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist I	\$135.00
Public Assistance/Grant Management Consultant	\$145.00
Consultant/Planner/Scientist/Assessor/Analyst/ Environmental Specialist II	\$155.00
Consultant/Planner/Scientist/Assessor/Analyst/ Environmental Specialist III	\$170.00
Senior Public Assistance/Grant Management Consultant	\$170.00
Supervising Public Assistance Consultant	\$180.00
Senior Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$185.00
Supervising Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$190.00
Program Manager	\$195.00
Senior Program Manager	\$205.00
Principal Consultant/Planner/Scientist/Assessor/Analyst	\$215.00
Principal in Charge/ Executive Consultant/Planner/Scientist/Assessor/Analyst	\$235.00
Subject Matter Expert	\$270.00

MASTER SERVICES AGREEMENT
FOR EMERGENCY DEBRIS MONITORING SERVICES

EXHIBIT D
FEDERAL PROVISIONS

FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED
BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

REMEDIES

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

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

TERMINATION FOR CAUSE AND CONVENIENCE

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective

MASTER SERVICES AGREEMENT FOR EMERGENCY DEBRIS MONITORING SERVICES

bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

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

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

MASTER SERVICES AGREEMENT FOR EMERGENCY DEBRIS MONITORING SERVICES

Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. *Minimum wages.*

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

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

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

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

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized

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representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

2. *Withholding.*

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

3. *Payrolls and basic records.*

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency

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

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

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

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

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

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

4. Apprentices and trainees-

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

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11246, as amended, and 29 CFR part 30.

5. *Compliance with Copeland Act requirements.*

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

6. *Subcontracts.*

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (I) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. *Contract termination: debarment.*

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

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

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

9. *Breach.*

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

10. *Disputes concerning labor standards.*

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

11. *Certification of eligibility.*

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to

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each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240l (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.
- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) (3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25

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U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

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

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

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

(d) Conditions When the Government May Obtain Title

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

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

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

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- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.
 - (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
 - (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.
- (f) *Contractor* Action to Protect the Government's Interest
- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
 - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
 - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
 - (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
 - (3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
 - (4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the *Federal agency*). The government has certain rights in the invention."
- (g) Subcontracts

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- (1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- (2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

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

(i) Preference for United States Industry

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

(j) March-in Rights

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

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

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(k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

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

CONTRACTOR

Tetra Tech, Inc.

2301 Lucien Way, Suite 120

Maitland, FL 32751

CLIENT

Jefferson County, Texas

1149 Pearl Street, 1st Floor

Beaumont, TX 77701

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

CLEAN AIR ACT

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

- (m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (o) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

MASTER SERVICES AGREEMENT FOR EMERGENCY DEBRIS MONITORING SERVICES

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

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

DEBARMENT AND SUSPENSION

Contractor must complete enclosed certification

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

BYRD ANTI-LOBBYING AMENDMENT

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

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

The Contractor certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in

MASTER SERVICES AGREEMENT FOR EMERGENCY DEBRIS MONITORING SERVICES

connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40

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

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

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

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

CHANGES

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

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

MASTER SERVICES AGREEMENT FOR EMERGENCY DEBRIS MONITORING SERVICES

DHS SEAL, LOGO, AND FLAGS

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

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

NO OBLIGATION BY FEDERAL GOVERNMENT

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

DOMESTIC PREFERENCES FOR PROCUREMENTS

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

AFFIRMATIVE SOCIOECONOMIC STEPS

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

COPYRIGHT AND DATA RIGHTS

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

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

BUILD AMERICA, BUY AMERICA ACT

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act ("BABAA") shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-

**MASTER SERVICES AGREEMENT
FOR EMERGENCY DEBRIS MONITORING SERVICES**

52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

**MASTER SERVICES AGREEMENT
FOR EMERGENCY DEBRIS MONITORING SERVICES**

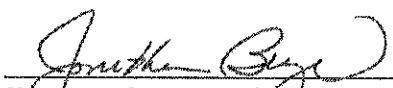
BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, Tetra Tech, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

September 17, 2025

Date

**MASTER SERVICES AGREEMENT
FOR EMERGENCY DEBRIS MONITORING SERVICES**

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

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

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid.

Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

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



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

September 17, 2025

Date

MASTER SERVICES AGREEMENT FOR EMERGENCY DEBRIS MONITORING SERVICES

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

**MASTER SERVICES AGREEMENT
FOR EMERGENCY DEBRIS MONITORING SERVICES**

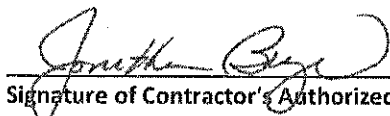
rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

September 17, 2025

Date

**MASTER SERVICES AGREEMENT
FOR EMERGENCY DEBRIS MONITORING SERVICES**

BUILD AMERICA BUY AMERICA ACT SELF-CERTIFICATION

The undersigned certifies, to the best of their knowledge and belief, that: The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." section 70914 of Public Law No. 117-58, §§ 70901-52. The undersigned certifies that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

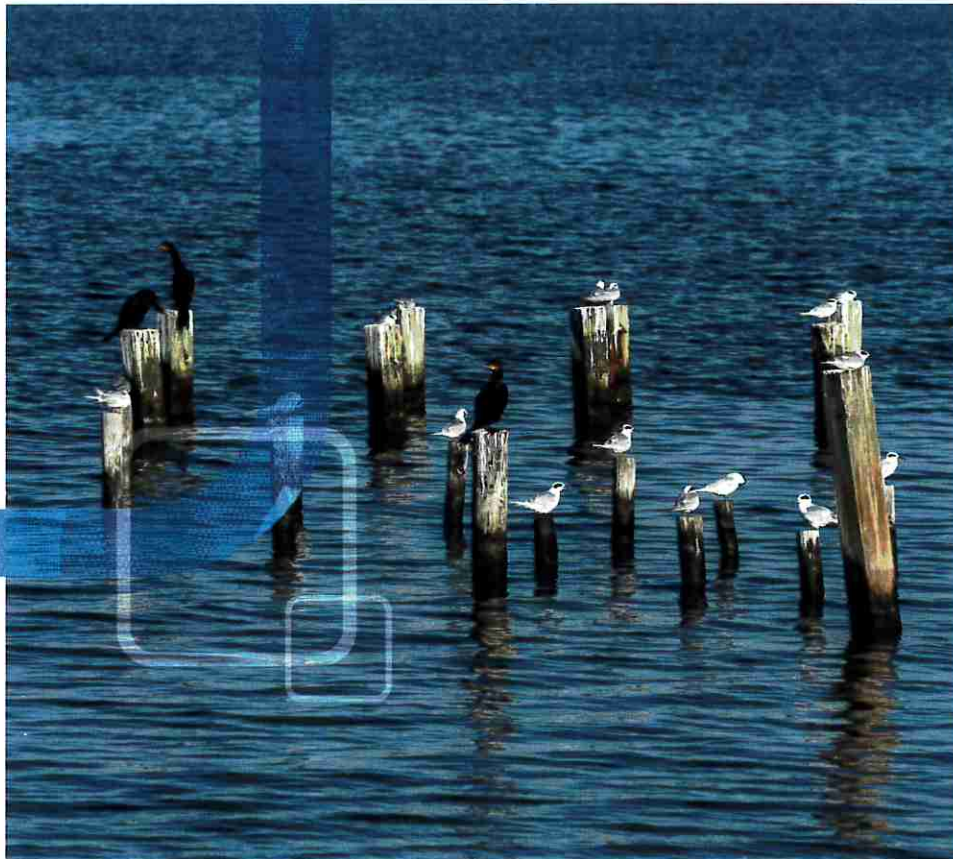
1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor, Tetra Tech, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President
Name and Title of Contractor's Authorized Official

September 17, 2025
Date



Proposal for RFP 25-035/CG
Emergency Debris Monitoring Services
Jefferson County, Texas

Original | September 2025

A. Transmittal Letter

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

September 10, 2025

Subject: Emergency Debris Monitoring Services (RFP 25-035/CG)

Dear Deborah L. Clark and Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) submits the enclosed proposal in response to Jefferson County's (County) request for proposals for Emergency Debris Monitoring services. For 25+ years, Tetra Tech has been providing disaster recovery services to communities across the country. **We are proud to serve as the County's incumbent provider for these services and look forward to continuing our partnership.** Our proposal describes our technical expertise in disaster debris management and our approach to delivering unmatched services to the County:

- National Leadership in Debris Monitoring.** Our team has successfully assisted **over 450 local and state government clients** with planning for and recovering from disasters. With extensive experience successfully managing multiple disaster response and recovery operations across the U.S. simultaneously, we have overseen and managed the removal of **over 256 million cubic yards (CYs) of debris**, resulting in more than **\$81 billion in reimbursable costs** to our clients. We have served as the ground-zero debris monitoring consultant for hundreds of clients affected by our nation's most catastrophic natural disasters, including Hurricanes Milton, Helene, Ian, Laura, Sally, Michael, Irma, Matthew, Florence, and Harvey; over a dozen wildfires; and numerous severe storm, tornado, and flooding events.
- Unmatched Debris Management Experience Throughout the State of Texas.** Since 2008, our firm has **assisted more than 100 communities in Texas** with response and recovery efforts after Hurricanes Rita, Dolly, Ike, Harvey, Hanna, Nicholas, and Laura, and more recently, the 2023 Winter Storms in the Austin area, the May 2024 severe storms in Harris County, and Hurricane Beryl in 2024. In addition, our team has assisted communities after a variety of other disasters, including tropical storms, droughts, floods, and currently the COVID-19 pandemic. Our diverse experience in the state gives us an in-depth understanding of the challenges faced by Texas communities. Additionally, Tetra Tech has 14 offices in Texas, allowing us to quickly respond to the County's needs. As proven by our extensive past performance in Texas and throughout the country, the County can rely on Tetra Tech to execute this effort successfully.
- Proven, Battle-tested Solutions for the County.** We can guarantee the County that we are prepared to seamlessly deliver disaster debris monitoring services because **we have done it for over 20 years**. Tetra Tech is a trusted and proven partner to the County, having supported the critical response to Hurricane Rita in 2005, Hurricane Ike in 2008, the 2015 floods, Hurricane Harvey in 2017, and most recently in 2019, Tropical Storm Imelda. Our team monitored the removal of more than 1,862,400 cubic yards (CYs) of total debris in the aftermath of these disasters, as well as more than 7,500 hanging trees and limbs. This experience provides our team with an in-depth understanding of the challenges faced by the County. We renew our commitment to providing the County a swift, compliant, and dedicated response during both steady-state conditions and times of disaster.

We are proud to be trusted by the County as its **incumbent debris monitoring services provider** and **proven long-term partner in disaster response and recovery**. We renew our commitment to provide swift, dedicated, and compliant service, as we have in prior activations following Hurricanes Ike and Harvey and Tropical Storm Imelda.

- **Deeply Experienced Project Management Team.** The team of disaster debris experts who were specifically selected for this engagement were chosen based on their experience, programmatic expertise, and availability to respond to Jefferson County's needs. Leading the Tetra Tech Disaster Recovery division is Mr. Jonathan Burgiel, a 35-year veteran of the industry who is a leading expert in disaster debris monitoring and Federal Emergency Management Agency (FEMA) reimbursement. **Additionally proposed Project Manager Will Barton is an expert in large-scale mobilizations, project staffing, and debris monitoring operations, and has extensive experience in disaster debris project management support under the FEMA Public Assistance Grant Program, including for past projects for Jefferson County.**
- **Proprietary, Best-in-Class Automated Debris Management System (ADMS) Technology.** Via *RecoveryTrac™* ADMS, our staff can monitor and manage a recovery effort electronically, increasing productivity while decreasing fraud, human error, and cost to the County. *RecoveryTrac™* ADMS enables real-time collection data and furnishes accurate and timely reporting to County stakeholders. ***RecoveryTrac™* ADMS has been validated by the United States Army Corps of Engineers (USACE) twice (in 2015 and 2023) and is the ADMS preferred by USACE debris contractors.**
- **Federal Emergency Management Agency (FEMA) Reimbursement Experts.** Tetra Tech maintains a staff of reimbursement experts who have recovered over \$70 billion of eligible FEMA Public Assistance reimbursement costs incurred by our clients. We have assisted clients in response to every major disaster occurring in the United States in the last 20 years, including multiple large-scale and state-level programs. As a result, we are deeply familiar with methods for maximizing FEMA funding.
- **Strong Beach, Waterways, and Vessel Qualifications and Experience.** Tetra Tech has led some of the most significant beach, waterways, and vessel debris removal programs in U.S. history. Our experience includes the removal of large vessels and lobster traps from the environmentally sensitive Florida Keys following multiple hurricanes, and we have provided comprehensive debris removal services for waterways and drainage systems across the Gulf Coast. We have successfully documented and executed debris removal programs funded by FEMA, the Natural Resources Conservation Service (NRCS), the U.S. Army Corps of Engineers, and various state agencies.
- **Cost-effective Solution for Recovering Communities.** Our team of disaster recovery experts remains on the forefront of the debris monitoring industry, and we are committed to providing the latest technological advancements, which increase efficiency and result in significant cost savings to our clients. **Tetra Tech provides the best value by arming recovering communities with unmatched expertise and reasonably priced hourly rates thanks to advancements in our proprietary ADMS technological capabilities.**

This proposal is valid for 90 days from the deadline for delivery to the County. Tetra Tech accepts the terms and conditions of the contract resulting from this RFP. For questions regarding this response, please contact the representatives listed below. As an authorized representative of the firm, I am authorized and empowered to sign this proposal and bind the firm in contractual commitments.

Technical Representative: Mr. Ralph Natale

1500 CityWest Boulevard, Ste. 1000

Houston, TX 77042

Phone: 407-803-2551 | ralph.natale@tetrattech.com

Contractual Representative: Ms. Betty Kamara

1500 CityWest Boulevard, Ste. 1000

Houston, TX 77042

Phone: 407-803-2551 | TDR.contracts@tetrattech.com

Sincerely,

Tetra Tech, Inc.



Jonathan Burgiel | Business Unit President – Tetra Tech Disaster Recovery

CERTIFICATE OF CORPORATE AUTHORITY

TETRA TECH, INC.

To: Jefferson County, Texas

I hereby certify to you that I am a duly elected and qualified Senior Vice President, General Counsel and Secretary of Tetra Tech, Inc., a Delaware corporation (the "Company"), and that, as such, I am authorized to execute this Certificate on behalf of the Company. I further certify to you on behalf of the Company that:

Jonathan Burgiel, Business Unit President within the Company's United States Government Division of the Government Services Group, is authorized and empowered, in accordance with the Company's Signature Approval Authority Matrix, as approved by the Company's Board of Directors, for and on behalf of the Company, to sign a proposal in response to Jefferson County's RFP for Emergency Debris Monitoring Services (RFP 25-035/CG). Further, Mr. Burgiel is authorized and empowered to sign any resulting contract and is authorized to bind the Company.

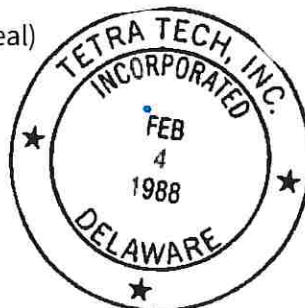
IN WITNESS WHEREOF, I have hereunto set my hand as of this 13th day of August 2025.



Preston Hopson

Senior Vice President, General Counsel and Secretary

(Seal)



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C. Executive Summary

Tetra Tech is a leading provider of consulting, engineering, environmental, and technical services worldwide. We are a **global company with over 30,000 employees** providing innovative solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources. Dedicated to helping state and local governments plan for and recover from natural and human-caused disasters, our staff members offer a field-tested and proven methodology for response and recovery.

Our team has successfully assisted over 450 local and state government clients across the nation with planning for and recovering from natural and human-caused disasters. Our team's understanding of the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA) (including recent changes), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement helps clients receive the maximum reimbursement allowed. Our team has obtained over \$81 billion in reimbursement funds for our clients from federal agencies such as FEMA, FHWA, and the Natural Resources Conservation Service (NRCS). In total, our team has successfully managed the removal of and reimbursement for over 256 million cubic yards (CYs) of debris as well as the demolition of over 22,000 uninhabitable residential and commercial structures.



Proposal Overview

While the County can't prevent disasters, it can put itself in the best position possible to recover. As such, it is the County's intention to retain the services of a contractor who can provide emergency disaster debris monitoring services. Tetra Tech has carefully reviewed the scope of work requested in the request for proposal (RFP) and can assure the County that we have the experience, understanding, and knowledge to successfully perform all aspects of the scope of work, including:

- Pre-storm coordination
- Staff mobilization
- Field documentation of work
- Collection monitoring
- Monitor training
- Damage assessment and tracking
- Status reports
- Monitor spot checks and auditing
- Project mapping
- Truck certification
- Debris management/disposal sites
- Quality control and assurance
- Safety meetings and monitoring updates
- Coordination meetings with contractors
- Data management
- Public information support
- Funding support
- Recovery services

In addition to these core elements of the scope of work, Tetra Tech also offers the County unmatched expertise across the entire disaster recovery lifecycle, from hazard mitigation and planning to long-term recovery. As detailed throughout this proposal, Tetra Tech is a proven partner to the County in disaster debris monitoring. We are grateful for the opportunity to renew our partnership and reaffirm our commitment to providing the County best-in-class service.

We have a **proven record** of success with the County.

We renew our commitment to providing the County a **swift, compliant, and dedicated response** during both steady-state conditions and times of disaster.

We can ensure the County that we are prepared to seamlessly deliver disaster debris monitoring services because we have **done it for nearly 15 years**. Tetra Tech is a trusted and proven partner to the County, having supported the critical response to Tropical Storm Imelda in 2019, Hurricane Harvey in 2017, the floods in 2015, Hurricane Ike in 2008, and Hurricane Rita in 2005.

Following these disasters, our team has monitored the combined removal of more than **1.8M CYs of debris**, as well as more than **7,500 hanging trees, stumps, and limbs**. We rapidly mobilized to respond to the County's needs, including hiring and managing a team of over **142 field monitors**.

20 Year Activation Metrics for Jefferson County

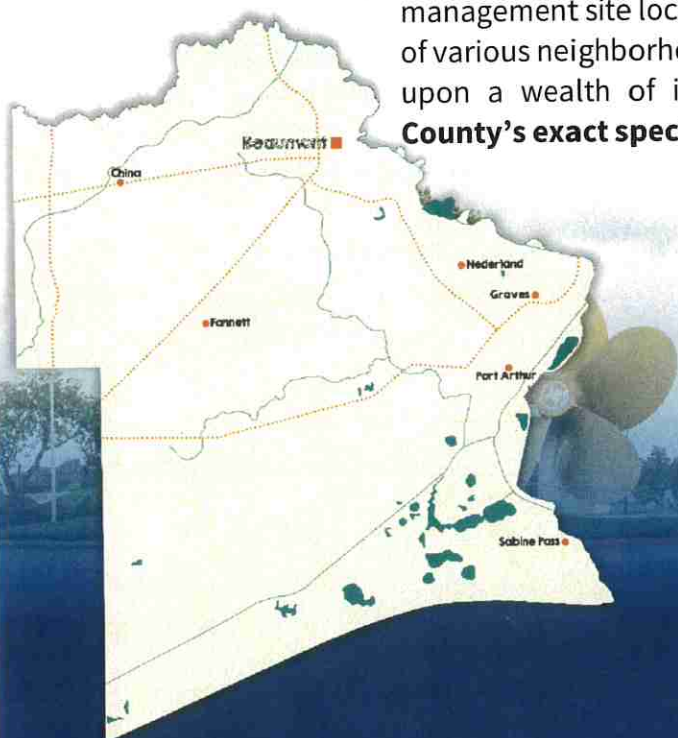
1.8M⁺ CY of Debris Monitored

7.5K⁺ Hazardous Trees & Limbs Removed

142⁺ Local Staff Hired

We know Jefferson County, from the Gulf Coast to the Neches River.

We have gained immense knowledge of Jefferson County's disaster activation expectations and workflows based on our prior disaster debris monitoring work in response to disasters over the past 20 years. From proposed debris management site locations to state and local roadway requirements, to needs of various neighborhoods throughout the County – the Tetra Tech team draws upon a wealth of institutional knowledge to **provide solutions to the County's exact specifications with zero learning curve**.



We have **unmatched** experience in Texas.

Tetra Tech has assisted more clients in Texas with comprehensive disaster recovery programs, including debris management programs, than any other firm. With 14 offices and hundreds of disaster recovery professionals throughout the State of Texas, we are able to respond quickly to our clients' needs. Over the years, Tetra Tech has monitored the removal of **over 39 million CYs of debris and more than 596,000 hangers, leaners, and stumps** for over 100 clients across the State of Texas, **including assisting Jefferson County following several disasters.**

*Multiple offices in this city

We are the **best equipped** team.

The proposed team is the best in the industry and has honed lessons learned through our multiple activations for the County to deliver an enhanced model of operations.

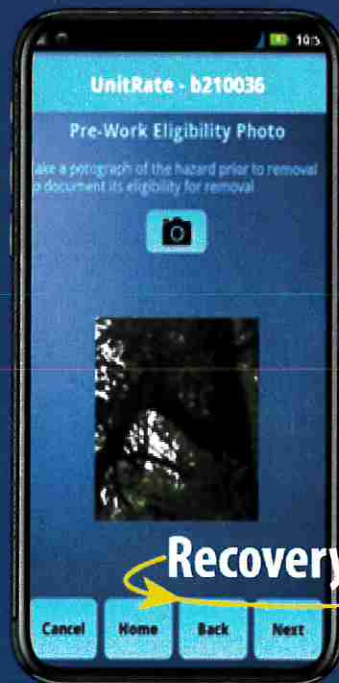


The Tetra Tech team is led by **Project Manager Will Barton**. Will has served as project and operations manager with Tetra Tech for more than 8 disaster activations since 2017.

Nothing can beat our **RecoveryTrac™** ADMS.

Tetra Tech utilizes its proprietary automated debris management system (ADMS) technology. Via *RecoveryTrac™* ADMS, our staff can monitor and manage a recovery effort electronically, increasing productivity while decreasing fraud, human error, and cost to the County. *RecoveryTrac™* ADMS enables real-time collection data and furnishes accurate and timely reporting to County stakeholders.

RecoveryTrac™ ADMS is validated by the United States Army Corps of Engineers (USACE) and is the ADMS preferred by USACE debris contractors.



RecoveryTrac™

D. Proposer Identifying Information

Firm Information

Please find the requested company information in the table below.

Requirement	Response
a. Name and Address of Firm	Tetra Tech Inc. <i>Disaster Recovery Headquarters</i> 2301 Lucien Way, Suite 120 Maitland, FL 32751
b. Type of Business Entity	Corporation
c. Place of Incorporation	Delaware
d. Name and Location of Major Offices Involved in Performance of Contract	Corporate Headquarters 3475 East Foothill Blvd. Pasadena, CA 91107
e. Principal Contact Person	Houston Office (Disaster Recovery Hub)– West 1500 CityWest Blvd., Suite 1000 Houston, TX 77042 Betty Kamara, Contracts Manager 2301 Lucien Way, Suite 120, Maitland, FL 32751 Phone: (407) 803-2551 / Fax: (321) 441-8501
f. Federal Employer Identification Number	95-4148514
f. Jefferson County Business License Number	N/A
g. Full Name and Address for Each Member, Partner, and Employee	Detail for the staff who will perform services on this project is provided within this section. Communications regarding this solicitation can be directed to the address listed above in items (a) and (e). Tetra Tech is a stable company with annual operating revenue exceeding \$5.2 billion. Our size, diversity, and financial stability give us the capacity to undertake and successfully complete projects of all sizes and complexities with no financial risk to our clients. Details further outlining our financial stability and capacity are provided on page 41.
h. Statement of Financial Stability	

Firm Overview

Dedicated to helping state and local governments plan for and recover from natural and human-caused disasters, our staff members offer a field-tested and proven methodology for emergency readiness, continuity planning, and disaster recovery. Our team is recognized for its ability to quickly respond to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations.

Likewise, our team's understanding of the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA) (including recent changes), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement helps clients receive the maximum reimbursement allowed. **Our team has obtained over \$81 billion in reimbursement funds for our clients from federal agencies such as FEMA, HUD, FHWA, and the Natural Resources Conservation Service (NRCS).** In total, our team has successfully managed the removal of and reimbursement for over **256 million cubic yards (CYs) of debris, as well as the demolition of over 22,000 uninhabitable residential and commercial structures.**

In addition to disaster recovery, Tetra Tech offers a diverse suite of solutions to complex problems in water, environment, infrastructure, resource management, energy, advanced data analytics, and more. In all, Tetra Tech has dedicated problem solvers and innovators from 60 disciplines collaborating on innovative projects worldwide.



Contractual Commitments

While Tetra Tech is an organization of over 30,000 employees with the capability to mobilize for numerous communities, we are very careful not to overextend our staff and resource capability to ensure that we can successfully meet our clients' expectations. **Upon careful consideration of these contractual obligations and the capacity of our logistics, equipment, staffing, and ability to mobilize across Texas, we certify that Jefferson County will receive our full commitment to ensure this contract's success at all times. Moreover, we are intentionally assessing future engagements in the area to ensure that we can successfully respond and deliver with dedicated attention once awarded the work.** As elaborated

throughout this proposal, we have the existing staff, systems, and policies needed to rapidly and effectively respond to the County's needs.

We have successfully accomplished large-scale, rapid deployment before, and are prepared to do it again. Following Hurricane Harvey, Tetra Tech simultaneously deployed over 1,400 staff in the State of Texas, including to Jefferson County. In 2017, Tetra Tech successfully deployed more than 6,000 field staff throughout the country to respond to clients affected by Hurricane Irma in Florida, Hurricane Harvey in Texas, Hurricane Maria in Puerto Rico, and multiple wildfires in California. Due to the nature and deep pool of resources of our firm, we are able to scale to meet the County's need regardless of size or scope of work. As demonstrated by our prior success in multiple simultaneous activations across the country, Tetra Tech's size, depth, and breadth of resources have consistently proven to be an asset for our clients. The table below lists Tetra Tech's current pre-positioned contractual obligations for debris monitoring where we serve as the primary contractor for counties and state agencies located within 500 miles of Jefferson County.

Tetra Tech has never failed to respond to our clients' deployment and mobilization needs, regardless of location or disaster. In 2024, Tetra Tech successfully deployed **more than 4,000 field staff** throughout Florida, Georgia, South Carolina, Tennessee, and Virginia in response to Hurricanes Helene and Milton.

List of Pre-Positioned Contracts

CONFIDENTIAL	Client Name	Client Name
	Association of County Commissions of Alabama	Harris County, Texas
	Acadia Parish Police Jury, Louisiana	Harris County Flood Control District, Texas
	Allen Parish Police Jury, Louisiana	Hidalgo County, Texas
	Ascension Parish, Louisiana	Jefferson County, Texas
	Jefferson Davis Parish, Louisiana	Jim Wells County, Texas
	St. James Parish, Louisiana	Liberty County, Texas
	Adams County, Mississippi	Nueces County, Texas
	Hancock County, Mississippi	Orange County, Texas
	Brazoria County, Texas	Parker County, Texas
	Cameron County, Texas	Tarrant County, Texas
	Collin County, Texas	Texas Department of Transportation
	Denton County, Texas	Trinity County, Texas
	Fort Bend County, Texas	Victoria County, Texas
	Galveston County, Texas	Walker County, Texas
	Hardin County, Texas	Williamson County, Texas

Rapid Response Methodology

In many cases, we respond rapidly within 24 hours of receiving notice-to-proceed and fully staff projects within 7 days. Our staffing process has rapidly mobilized project teams for major disaster recovery projects nationwide, leveraging both our in-house and on-call staff with demonstrated disaster response training and experience. We prioritize deploying local staff to the maximum extent practical, which not only benefits the local economy but also reduces mobilization and transportation costs. **Our team has successfully deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.** Ultimately, the strategy, structure, and staffing requirements for the project organization are based on client expectations and the desired outcome. Tetra Tech's project team can scale as needed, coordinate response, establish common processes for planning and

managing resources, and adapt organizational structure to match the needs and complexities of projects. A sample of rapid deployments is provided below.

Exhibit 1. Representative Tetra Tech Response Deployment Since 2020

Event and Year	Staff Mobilized	Mobilization Periods
LA County Fires (2025)*	350	14 days
Hurricanes Helene and Milton (2024)	4,000	21 days
Hurricane Beryl (2024)	884	15 days
Hurricane Ian (2022)	1,300	5 days
Hurricane Laura (2020)	600	4 days
Tornadoes (2020)	120	3 days
Hurricane Michael (2018)	665	4 days
California Wildfires (2018)	1,000	7 days
Hurricane Harvey (2017)	1,417	10 days
Hurricane Irma (2017)	2,452	10 days
Hurricane Matthew (2016)	800	5 days
Texas Flooding – (October 2015)	50	2 days
Texas Flooding – (May 2015)	150	3 days

*At peak, the response team to the LA County Fires reached 596 staff: 392 field staff and 204 in case management.

Rapid Recruiting

During program ramp-up, we focus on hiring locally. We deploy several methods for outreach and recruitment for local staff, including targeted outreach in community hubs, extensive networking with potential candidates, and coordination with local support groups. **We will work closely with our local business partners and project success sponsors to recruit and retain locally based staff.** Tetra Tech can hire, train, and deploy local teams within 24 hours.

Field Hiring Center

In addition to maintaining an extensive staff database, Tetra Tech can deploy our Field Human Resources Hiring Center which is designed to be quickly mobilized to allow near immediate response for staffing needs. In fact, in most cases, Hiring Centers are ready in less than 72 hours from the notice to proceed. The number of trained HR representatives can scale up to 20 at a moment's notice – allowing Tetra Tech to **hire 200+ staff per day**.

Claims and Litigation

In the normal course of business, Tetra Tech, Inc. is subject to certain claims and lawsuits typically filed against the engineering and consulting professions, including workers' compensation, personal injury and other similar lawsuits. Tetra Tech maintains insurance coverage for its business and operations, subject to certain deductibles and policy limits against such claims. As described in Tetra Tech's most recent quarterly and annual reports filed with the U.S. Securities and Exchange Commission, Tetra Tech believes that the resolution of any such claims will not have a material effect on its financial position or results of operations. Therefore, Tetra Tech certifies that it, as well as its principal/officers, have:

- No current claims, demands, contracts terminated, or lawsuits filed/threatened/pending related to disaster debris monitoring services or the payment of monies thereof for the last three (3) years.
- No administrative actions or warnings taken or issued by any federal, state or local government agency related to disaster debris monitoring services or the payment of monies thereof.

Proposer Experience (RFP Section 6.2)

59 Years in Business	25 Years in Disaster Recovery	256M CYs of Debris Monitored	\$81B Reimbursed to Clients	450+ Clients Nationwide
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Tetra Tech Disaster Recovery is a national leader in the field of disaster management. Our contracts with federal agencies and state and local governments are in diverse areas such as disaster recovery consulting and technical assistance; staff augmentation; community resilience; grant management; and disaster debris planning and preparedness. Our team offers deep understanding of the FEMA, FHWA, and other regulatory agencies' policies and procedures. We have worked closely with these agencies, recipients, and subrecipients on billions of dollars' worth of projects to determine project eligibility and to provide technical assistance, detailed damage inspection reports, cost estimates, validation and testing, audit documentation, and process reimbursements. Our team also maintains strong relationships with many of the lead federal officers, state agency leadership, local governments, and other staff.

Tetra Tech has been activated for over 100 disasters, including:



We Set the Standard.

No firm has responded to more disaster events with more personnel in a shorter amount of time than Tetra Tech.

Unmatched Debris Monitoring Experience

Our team has provided disaster management, recovery, and consulting services, including environmental permitting; monitoring of debris collection, hazardous tree programs, debris management sites (DMS), and specialized debris missions; fire damage restoration; contractor invoice reconciliation; and federal grant reimbursement support. **Profiles and references from specific projects are featured later in this section.**

Exhibit 2. Experience Matrix (2001 – Present)

OVER 100 EVENTS SINCE 2001

2025

TEXAS FLOODING - 3 Clients
LA COUNTY FIRES, CA - 1 Client

2024

BOREL FIRE, CA - 1 Client
PARK FIRE, CA - 1 Client
HURRICANE MILTON - 38 Clients
HURRICANE HELENE - 53 Clients
HURRICANE FRANCINE - 3 Clients
TROPICAL STORM ERNESTO - 1 Client
NM WILDFIRE - 1 Client
HURRICANE DEBBY - 7 Clients
VT FLOODS - 1 Client
HURRICANE BERYL - 13 Clients
TX WIND EVENT - 4 Clients
TX SEVERE STORMS - 2 Clients
FL SEVERE STORMS - 2 Clients
MAUI WILDFIRES - 1 Client

2023

HURRICANE IDALIA - 6 Clients
TYPHOON MAWAR (GUAM) - 2 Clients
MAUI WILDFIRES - 4 Clients
OK STRAIGHT-LINE WIND EVENT - 1 Client
VT FLOODING - 1 Client
OH TRAIN DERAILMENT - 1 Client
TX WINTER STORM MARA - 6 Clients
CA FLOODING EVENTS - 5 Clients
CA WINTER STORM - 1 Client
AR TORNADO - 5 Clients
MS TORNADO - 2 Clients
CA WILDFIRES - 4 Clients
HURRICANE IAN - 4 Clients
HURRICANE NICOLE - 1 Client
HURRICANE LAURA - 4 Clients
TN STORMS - 1 Client

2022

HURRICANE NICOLE - 5 Clients
HURRICANE IAN - 31 Clients
CA WILDFIRES - 4 Clients
NM WILDFIRE (USACE) - 1 Client
WINTER STORM VA - 1 Client
KY STORMS/TORNADOES - 2 Clients

2021

DIXIE FIRE - 1 Client
HURRICANE IDA - 9 Clients
BUILDING COLLAPSE - 1 Client
STORMS/TORNADOES AL - 1 Client
WINTER STORM TX - 3 Clients
STORMS/FLOODING TN - 1 Client
WINTER STORM VA - 1 Client

2020

HURRICANE ZETA - 6 Clients
HURRICANE DELTA - 4 Clients
WILDFIRES - 2 Clients
HURRICANE SALLY - 4 Clients
HURRICANE LAURA - 18 Clients
HURRICANE ISAIAS - 2 Clients
HURRICANE HANNA - 3 Clients
TORNADOES - 3 Clients
IOWA DERECHO - 1 Client

2019

TROPICAL STORM IMELDA - 3 Clients
HURRICANE DORIAN - 4 Clients
TORNADOES - 2 Clients

2018

HURRICANE MICHAEL - 13 Clients
HURRICANE FLORENCE - 12 Clients
WILDFIRES - 1 Client

2017

WILDFIRES - 2 Clients
HURRICANE MARIA - 1 Client
HURRICANE IRMA - 67 Clients
HURRICANE HARVEY - 38 Clients
TX & GA TORNADOES - 2 Clients

2016

HURRICANE MATTHEW - 34 Clients
HURRICANE HERMINE - 1 Client
STORMS & FLOODING - 2 Clients
WILDFIRES - 2 Clients
FLOODING - 6 Clients

2015

WILDFIRES - 2 Clients
SEVERE STORMS - 3 Clients
FLOODING - 10 Clients

2014

FLOODING - 1 Client
TORNADOES - 2 Clients
ICE STORM - 7 Clients

2013

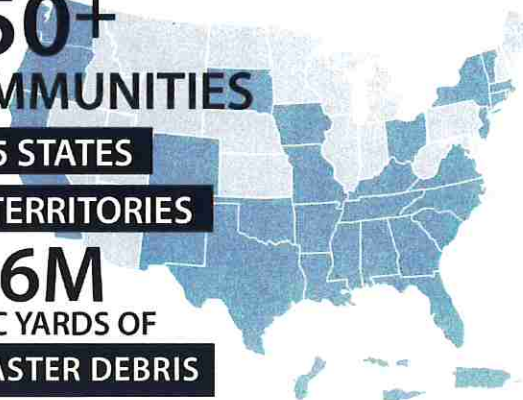
ICE STORM - 2 Clients
FLOODING - 1 Client

450+
COMMUNITIES

IN 25 STATES

& 3 TERRITORIES

256M
CUBIC YARDS OF
DISASTER DEBRIS



2012

HURRICANE SANDY - 13 Clients
HURRICANE ISAAC - 5 Clients
TROPICAL STORM DEBBY - 3 Clients

2011

WINTER STORMS - 19 Clients
TEXAS DROUGHT - 1 Client
TEXAS WILDFIRES - 1 Client
HURRICANE IRENE - 22 Clients
TORNADOES - 4 Clients

2010

FLOODING - 2 Clients
TORNADOES - 1 Client
ICE STORMS - 1 Client
TROPICAL STORM ALEX - 1 Client

2009

ICE STORMS - 1 Client
SNOW STORMS - 2 Clients
TROPICAL STORM IDA

2008

HURRICANE IKE - 78 Clients
HURRICANE GUSTAV - 7 Clients
TROPICAL STORM FAY - 3 Clients
HURRICANE DOLLY - 30 Clients
MIDWEST FLOODING - 2 Clients

2007

MIDWEST ICE STORM - 3 Clients
TORNADOES - 2 Clients
MIDWEST SNOW STORMS - 3 Clients

2006

BUFFALO SNOW STORMS - 6 Clients

2005

HURRICANE WILMA - 17 Clients
HURRICANE RITA - 3 Clients
HURRICANE KATRINA - 11 Clients
HURRICANE DENNIS - 5 Clients

2004

HURRICANE JEANNE - 2 Clients
HURRICANE IVAN - 3 Clients
HURRICANE FRANCES - 2 Clients
HURRICANE CHARLEY - 2 Clients

2002

HURRICANE LILI - 1 Client

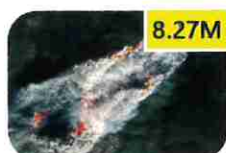
2001

TROPICAL STORM GABRIELLE - 1 Client

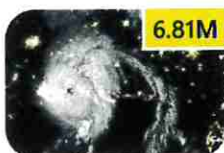
Large-Scale Debris Monitoring Experience

Clients count on us to respond in their time of need, and we have never failed to deliver. Our team of debris experts and vast resources allow us to respond to our clients' deployment and mobilization needs, regardless of size, location, or type of disaster. **More than 4,000 Tetra Tech field staff were deployed in concurrent responses to Hurricanes Helene and Milton in 2024.** From hurricanes to wildfires, these events represent some of the highest debris volumes our teams have supported to date.

Exhibit 3. Large Project Experience



CalRecycle
Camp Wildfire, 2018



Calcasieu Parish, LA
Hurricane Laura, 2020



Houston, TX
Hurricane Ike, 2008



Escambia County, FL
Hurricane Ivan, 2004



Charlotte County, FL
Hurricane Ian, 2022



Baldwin County, AL
Hurricane Sally, 2020



Lake Charles, LA
Hurricane Laura, 2020



Miami-Dade County, FL
Hurricane Katrina, 2005



Miami-Dade County, FL
Hurricane Irma, 2017



Collier County, FL
Hurricane Irma, 2017



Bolivar Peninsula, TX
Hurricane Ike, 2008



Harrison County, MS
Hurricane Katrina, 2005



Harris County, TX
Hurricane Ike, 2008



Miami-Dade County, FL
Hurricane Wilam, 2005



Gulfport, MS
Hurricane Katrina, 2005



VDOT
Hurricane Helene, 2024



Polk County, FL
Hurricane Irma, 2017



Hilton Head Island, SC
Hurricane Matthew, 2016



St. Petersburg, FL
Hurricane Milton, 2024



SCDOT
Hurricane Helene, 2024

Tetra Tech brings **full spectrum emergency management expertise**, with proven leadership in disaster debris management and monitoring. We know what it takes to manage high-pressure, high-visibility missions, and we've built the systems, team, and capacity to deliver for Jefferson County.

Unmatched Texas Comprehensive Disaster Recovery Experience

Tetra Tech has assisted more clients in Texas with comprehensive disaster recovery programs, including debris management programs, than any other firm. With eight offices and hundreds of disaster recovery professionals throughout the State of Texas, we are able to respond quickly to our clients' needs. Over the years, Tetra Tech has monitored the removal of over 33 million CYs of debris and more than 537,000 hangers, leaners, and stumps for over 100 clients across the State of Texas.

Exhibit 4. Texas Disaster Recovery Experience

2024

Hurricane Beryl
City of Angleton
Brazoria County
Fort Bend County
City of Nassau Bay
City of Brazoria

City of Bellaire
City of Kemah
City of Alvin
City of Pearland
City of Katy

Severe Storms
Harris County

2021-2023

Winter Storms | DR-4705
City of Georgetown
Williamson County
City of Austin
Travis County

Winter Storms | DR-4586
City of Austin
City of Friendswood
Harris County
COVID-19 | DR-4486
City of Frisco

Hurricane Nicholas | DR-3574
City of Brazoria
Harris County
City of Angleton

2020

Hurricane Hanna | EM-3530
City of Edinburg
City of Pharr
Hidalgo County
Nueces County

Hurricane Laura | DR-4572
Orange County
COVID-19 | DR-4485
Harris County
City of Houston

2019

Tropical Storm Imelda | DR-4466
Harris County
Jefferson County
Orange County

2017

Hurricane Harvey | DR-4332

City of Bellaire
City of Corpus Christi
City of Houston
City of Dickinson
City of Katy
City of Friendswood
City of Groves
City of League City

City of Nassau Bay
City of Nederland
City of Pasadena
City of Pearland
City of Port Aransas
City of Port Neches
City of Rockport
City of Seabrook

City of Sugar Land
City of Victoria
Town of Refugio
Aransas County
Brazoria County
Fort Bend County
Galveston County
Harris County

Jefferson County
Liberty County
Montgomery County
Nueces County
Orange County
Texas DOT
Victoria County
Port of Corpus Christi Authority

2016

Severe Storms | DR-4269 & 4272

Brazoria County
Harris County
City of Houston

Montgomery County
Waller County
Austin County

2015

Severe Storms | DR-4223 & 4245

Blanco County
Caldwell County
City of Bellaire
City of Friendswood

City of Houston
City of Martindale
City of San Marcos
Hays County

Hidalgo County
Texas State University
Town of Wimberley

2012

Drought & Wildfire | DR-4029

Bastrop County
TxDOT

City of Houston

2011

Tropical Storm Alex | DR-1931

Hidalgo County

2008

Hurricane Ike | DR-1791 | Total Clients: 77

TXDOT
City of Houston
Harris County
City of Galveston
Galveston County
City of Beaumont
Montgomery County

Chambers County
Orange County
Fort Bend County
City of Friendswood
City of Pasadena
City of Pearland
Hardin County

City of Texas City
Jefferson County
City of Sugarland
City of Santa Fe
City of Angleton
Lumberton County
City of Bellaire

City of Nederland
City of Manvel
City of Sour Lake
City of Brookside Village
City of Silsbee
City of Freeport
City of Groves

City of Webster
City of Kendleton
City of Magnolia
City of Missouri City
City of Montgomery
City of Needville
City of Oak Ridge North

City of Orchard
City of Richmond
City of Rosenberg
City of Shenandoah
City of Simonton
City of Woodbranch

Hurricane Dolly | DR-1780

Hidalgo County
Cameron County
City of Weslaco
City of Alamo
City of Alton
City of Bayview

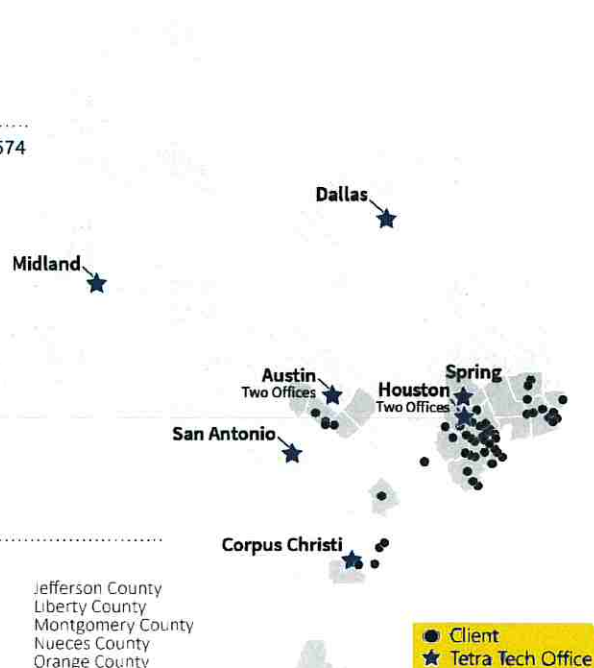
City of Donna
City of Edcouch
City of Elsa
City of Granjeno
City of Indian Lake
City of La Villa

City of Lajoya
City of Mercedes
City of Mission
City of Palm Valley
City of Palmhurst
City of Palmview

City of Penitas
City of Pharr
City of Primera
City of Progreso Lakes
City of Progreso
City of Rancho Viejo

City of Rio Hondo
City of San Benito
City of San Juan
City of Santa Rosa
City of Sullivan City

Hurricane Rita | DR-1606
Jefferson County
Montgomery County



DISASTER ACTIVATION: HURRICANE BERYL



Project Size:
1.1M+ CYs



Number of Clients:
14



Peak Intensity:
Category 5



Duration of Work:
July 2024 –
December 2024



Representative Clients:

City of Angleton, TX • City of Katy, TX • City of Dickinson, TX • City of Kemah, TX
• City of Alvin, TX • City of Nassau Bay, TX

Spotlight On:

Our Long-Term Partnership with Jefferson County

We are proud of the relationships we have built with Jefferson County over more than 15 years and are committed to maintaining a strong partnership throughout steady-state operations and times of disaster. Following each activation, our team has worked side-by-side Jefferson County staff for numerous FEMA audits of debris removal operations, which have all passed successfully. The Tetra Tech team is dedicated to the County's response and recovery operations and is prepared to mobilize in just hours upon notice. Additionally, Tetra Tech has been a part of several County-wide training exercises to discuss the latest changes in FEMA policy and debris operations. Our team has stood ready for severe weather threats to the County, such as the 2016 floods and Hurricanes Laura and Delta in 2020. **We have stood with the County before, during, and after disasters before, and we are grateful for the opportunity to continue our partnership.**

Jefferson County Activations by the Numbers

Hurricane Rita

1.4M⁺ CYs of Debris Monitored

\$36M⁺ Project Worksheets

Tropical Storm Imelda

57K⁺ CYs of Debris Monitored

25 Local Hires

Hurricane Harvey

149K⁺ CYs of Debris Monitored

117 Local Hires

Hurricane Ike

206K⁺ CYs of Debris Monitored

7.5K⁺ Hazardous Trees

Ability to Respond

Clients count on us to respond in their time of need, and we have never failed to deliver. Our ability to respond rapidly is accelerated by utilizing the following:

- Incident Command System (ICS) Structure:** Our projects are operated under the ICS structure and have a proven track record of meeting even the most challenging staffing level requirements. ICS allows the Tetra Tech project team to scale as needed, coordinate response, establish common processes for planning and managing resources, and adapt organizational structure to match the needs and complexities of projects. Tetra Tech's emergency management professionals, many of whom are certified ICS instructors, provide guidance to our disaster recovery staff on how to effectively organize and respond to disasters. Our debris project managers have spent many hours in emergency operations centers across the country and understand how ICS works at the local and state level. Our debris project managers know how to apply IC-100, 200, 700, and 800 training in the field. We understand the value ICS has in organizing for disaster activations and strive to implement these principles into our business processes. Per ICS, during disaster response operations, our structure includes an incident commander and section chiefs for operations, logistics, action planning, and finance and administration. We establish twice daily calls using Microsoft Teams with the incident command team and section chiefs to establish our incident action plan, identify resources needs, and plan for any deficiencies. We have a dedicated health and safety officer who oversees the operation and coordinates with health and safety personnel at each project location. The proposed organization structure below is based on industry best practices and an understanding of geography and the distinct management responsibilities of each position.
- Ability to Hire Rapidly:** Tetra Tech's immediate response staffing plan utilizes our vast network of disaster recovery professionals, including full-time employees, reserve staff from the Tetra Tech Disaster Recovery Unit, and local hires. Our staffing process has rapidly mobilized project teams for major disaster recovery projects nationwide. We prioritize deploying local staff, which benefits the local post-disaster economy and reduces mobilization and transportation costs. In addition to maintaining an extensive field staff database, Tetra Tech can deploy our Field Human Resources (HR) Hiring Center, which is designed to be quickly mobilized, transported, and set up to allow near immediate response for field staffing needs. The number of trained HR representatives can scale up to 20 at a moment's notice, with the ability to hire 200+ staff per day. Under this process, local teams can be hired, trained, and deployed within 24 hours.
- Depth of Resources:** Tetra Tech maintains a fully stocked warehouse located in Orlando, Florida with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. We also have dedicated logistics staff that manages resources and supplies and can have a fully functioning field office in a matter of days, and often several simultaneous offices at once. Tetra Tech has consistently deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.



Recent Debris Monitoring Experience

The exhibit below provides an abbreviated experience matrix for projects conducted in the past five years. Tetra Tech can provide specific references and additional information upon request.

Exhibit 5. Debris Monitoring Experience

Disaster	Representative Client(s) <i>*Works in Progress</i>	Client Contact Information	Project Costs**	Project Size (in CY unless noted)	Collection/Disposal Monitoring	Hazardous Tree Programs	Private Property Debris Removal	Waterways/Drainage Debris Removal	Environmental Sampling and Monitoring	FEMA PA Support
Projects Started in 2025										
Texas Flooding Clients Served: 3	TDEM*	Kyle Wong, kyle.wong@tdem.texas.gov	Ongoing	Ongoing	■	■	■			■
	City of Georgetown, TX*	Donna Cantwell, donna.cantwell@georgetowntexas.gov	Ongoing	Ongoing	■	■	■			■
	Burnet County, TX*	Megan Schumann, mschumann@burnetcountytexas.org	Ongoing	Ongoing	■	■	■			■
Hurricane Beryl (NRCS Waterways) Clients Served: 1	Brazoria County, TX*	Wael Tabara, WaelT@brazoriacountytx.gov	Ongoing	Ongoing	■			■		
Hurricane Helene (NRCS Waterways) Clients Served: 1	Aiken County, SC*	Brian Sanders, BSanders@aikencountysc.gov	Ongoing	Ongoing	■			■		
LA County Wildfires Clients Served: 1	USACE/ECC*	Matt Long, mlong@ecc.net	Ongoing	53,591 (plus 1.4 tons)	■	■			■	
Projects Started in 2024										
Hurricane Milton Clients Served: 37	Charlotte County, FL	John Elias, (941) 628-2662, john.elias@charlottecountyfl.gov	\$11,816,721	345,635	■	■				
	City of St. Petersburg, FL	Barbara Stalbird, (727) 893-7869, Barbara.stalbird@stpete.org	\$2,698,872	320,430	■	■				
	Polk County, FL	Michael Teate, (863) 535-2200, michaelteate@polk-county.net	\$11,821,453	914,598	■	■	■			
	Orange County, FL	Ralphetta Aker, (407) 836-8011, ralphetta.aker@ocfl.net	\$3,146,141	166,409	■	■				■
	Volusia County, FL	Arden Fontaine, 386-717-9224 afontaine@volusia.org	Ongoing	351,367	■	■	■			
Hurricane Helene Clients Served: 54	City of Palm Coast, FL	Marvin Calderon, (386) 986-4781, mscalderon@palmcoastgov.com	\$228,147	22,200	■	■				
	Aiken County, SC	Brian Sanders, (803) 642-2012, bsanders@aikencountysc.gov	\$1,041,651	261,386	■	■				
	Greenville County, SC	Hesha Gamble, (864) 467-7010, hgamble@greenvillecounty.org	\$13,662,511	1,180,211	■	■				
	Jefferson County, GA	Jerry Coalson, (706) 833-1923 jcoalson@jeffersoncountyga.gov	\$28,780,566	1,374,842	■	■		■		■
	South Carolina DOT	Cruz Wheeler, (803) 977-9373, wheelerjc@scdot.org	\$35,124,530	2,170,549	■	■				
	City of Greenville, SC	David Derrick, (864) 467-4335, dderrick@greenvillesc.gov	\$6,807,910	413,348	■		■			■
	USACE/AshBritt, NC	Dow Knight, dow@ashbritt.com	Ongoing	3,449,741	■	■		■		
	Buncombe County, NC	Kristy Smith, (828) 250-5473 Kristy.smith@buncombecounty.org	Ongoing	1,328,044			■	■		■
	Virginia DOT	John Watson, (276) 202-1240, jrwatson@vdot.virginia.gov	\$97,545,340	2,581,625	■	■				

Disaster	Representative Client(s) <i>*Works in Progress</i>	Client Contact Information	Project Costs**	Project Size (in CY unless noted)	Collection/Disposal Monitoring	Hazardous Tree Programs	Private Property Debris Removal	Waterways/Drainage Debris Removal	Environmental Sampling and Monitoring	FEMA PA Support
Hurricane Francine Clients Served: 5	Lafourche Parish, LA	Dillon Baronne, (985) 532-8235	\$287,762	34,125	■	■				
	City of Mandeville, LA	Melissa O'Neil, moneil@cityofmandeville.com	\$28,625	347	■	■				
Tropical Storm Ernesto Clients Served: 1	U.S. Virgin Islands	Rueben Jennings, (240) 776-4844	\$354,733	7,711	■	■				
Wildfire Clients Served: 1	State of New Mexico	Erin Larivee, ACO, (505) 231-0052, erin.m.larivee@usace.army.mil	Ongoing	31,933 tons	■	■	■		■	
Hurricane Debby Clients Served: 8	Sarasota County, FL	Lois E Rose, (941) 861-1532, leroose@scgov.net	\$163,111	11,271	■	■				
	Manatee County, FL	Chris Collins, (941) 792-8811 ext. 5275, chris.collins@mymanatee.org	\$155,723	9,820	■	■				
	City of Bradenton, FL	Irvin Lee, (941) 290-9398, Irvin.lee@bradentonfl.gov	Ongoing	6,014	■	■				
	Leon County, FL	Brent Pell, (850) 354-2252, pellb@leoncountyfl.gov	\$338,075	14,996	■	■				
Severe Flooding Clients Served: 1	State of Vermont	Steven Young, (802) 261-5823, steven.young@vermont.gov	\$3,575	34 tons	■					
	City of Angleton, TX	Harold Vandergrift, (979) 900-5370, hvandergrift@angletonpd.net	\$519,088	128,612	■					
	City of Dickinson, TX	Derek Hunt, (281) 534-3065 ex. 401, dhunt@dickinsontx.gov	\$867,602	52,001	■					
	Harris County, TX	Danielle Cioce, (713) 274-3762, Danielle.cioce@harriscountytexas.gov	\$10,002,577	434,613	■	■				■
Hurricane Beryl Clients Served: 14	Brazoria County, TX	Wael Tabara, (979) 583-7657, wael@brazoriacountytexas.gov	\$7,748,305	494,041	■					
	Fort Bend County, TX	Scott Wiegat, (832) 473-2961, scott.wiegat@fortbendcountytexas.gov	\$10,487,381	557,508	■					■
	City of Kemah, TX	Aaron Smith, (409) 941-9651, asmith@kemahTX.gov	\$59,252	4,179	■					
	City of Alvin, TX	Brandon Moody, (832) 398-0180, bmoody@psf.cityofalvin.com	\$1,043,981	76,563	■					
	City of Katy, TX	Jason Rivera, (281) 391-4796, jrivera@cityofkaty.com	\$98,293	6,407	■					
Texas Severe Storms (June) Clients Served: 2	Harris County, TX	Austin Appleton, (832) 248-1654, austin.appleton@harriscountytexas.gov	\$5,805,604	394,607	■	■				■
Florida Severe Storms Clients Served: 2	City of Tallahassee, FL	Reginald C. Ofuani, (850) 891-5252, reginald.ofuani@talgov.com	\$7,422,530	456,013	■	■				
	Leon County, FL	Brent Pell, (850) 606-1537, pellb@leoncountyfl.gov	\$6,505,098	353,815	■	■				
Texas Derecho (May) Clients Served: 4	Liberty County, TX	Madison Gonzales, 936-334-3219, madison.gonzales@co.liberty.tx.us	\$18,067	2,031	■					
	City of Dallas, TX	Clifton Gillespie, (214) 671-5345	\$1,841,608	375,955	■					
Kentucky Tornado Clients Served: 1	City of Louisville, KY	Jennifer Kern, 502-574-3925, jennifer.kern@louisvilleky.gov	\$80,351	8,179	■					
Fork Fire Clients Served: 1	Madera County, CA	Joseph Wilder, (559) 675-7770, jwilder@maderacounty.com	\$844,570	3,360 tons	■		■		■	

Disaster	Representative Client(s) <i>*Works in Progress</i>	Client Contact Information	Project Costs**	Project Size (in CY unless noted)	Collection/Disposal Monitoring	Hazardous Tree Programs	Private Property Debris Removal	Waterways/Drainage Debris Removal	Environmental Sampling and Monitoring	FEMA PA Support
Projects Started in 2023										
Maui Wildfires Clients Served: 1	USACE/ECC	Matt Long, Mlong@ecc.net	n/a	407,542 tons	■		■		■	
Hurricane Idalia Clients Served: 7	City of Dunedin, FL	William Puckrum, (727) 298-3215 ext. 1322, wpickrum@dunedinfl.net	\$12,679	802	■					
	City of St. Petersburg, FL	Barbara Stalbird, (727) 893-7869, Barbara.stalbird@stpete.org	\$93,681	12,652	■					
	Leon County, FL	Brant Pell, (850) 606-1537, pellb@leoncounty.fl.gov	\$373,956	22,807	■					
	Pasco County, FL	John Battisata, (727) 857-2780, jbattisata@pascocountyfl.net	\$81,481	5,487 (plus 285 tons)	■					
	Florida Department of Environmental Protection (FDEP) – Waterways	Byron Ward, (850) 245-2597, Byron.ward@FloridaDEP.gov	\$11,140,357	92,916	■	■		■		
	Florida Department of Environmental Protection (FDEP) – Parks	Wes Howell, (850) 245-3112, wes.howell@FloridaDEP.gov	\$5,811,107	81,084	■	■				
Guam Typhoon Mawar Clients Served: 1	USACE	Eric Haliburton, (601) 862-0140, eric.t.haliburton@usace.army.mil	Ongoing	125,591 (plus 14,422 tons)	■	■				
Oklahoma Tornado Clients Served: 1	Tulsa, City of	Brett Wallgren, (918) 908-4518, bwallgren@cityoftulsa.org	\$8,743,778	498,942	■	■				
Vermont Floods Clients Served: 1	Vermont, State of	Steven Young, (802) 261-5823, steven.young@vermont.gov	\$1,609,100	1,855 (plus 6,230 tons)	■					
Arkansas Tornadoes Clients Served: 4	Cammack Village	Shalada Toles, (501) 663-4593, stoles@cammackvillage.org	\$360,158	9,874	■					
	City of Little Rock	Jon Honeywell, JHoneywell@littlerock.gov	\$7,268,424	470,661	■	■				
	City of North Little Rock	Kim Francisco, (501) 425-8197, kim.francisco@nlrpolice.org	\$18,103,404	599,676	■	■				■
	City of Sherwood	Brian Galloway, (501) 416-0135, briang@cityofsherwood.net	\$1,062,520	50,805	■	■				■
Mississippi Tornadoes Clients Served: 2	Sharkey County	Bill Newsom, (662) 907-1498, bill@newsomconsulting.com	\$6,921,744	355,388 (plus 832,665 tons)	■	■				
California Floods Clients Served: 2	Merced County, CA	Bryan D. Behn, (209) 385-7602	\$2,627,871	55,430 (plus 2,824 tons)	■					■
	Santa Barbara County, CA	Matthew Griffin, (805) 568-3444, mgriff@countyoofsb.org	\$5,306,326	53,074	■					■
	City of Austin, TX	Amy Slagle, (512) 974-4302, Amy.Slagle@austintexas.gov	\$20,325,801	1,349,026	■	■				■

Disaster	Representative Client(s) <i>*Works in Progress</i>	Client Contact Information	Project Costs**	Project Size (in CY unless noted)	Collection/Disposal Monitoring	Hazardous Tree Programs	Private Property Debris Removal	Waterways/Drainage Debris Removal	Environmental Sampling and Monitoring	FEMA PA Support
2023 Texas Ice Storm Clients Served: 4	Travis County, TX	Dan Pacatte, (512) 854-7678, Daniel.pacatte@traviscountytexas.gov	\$6,660,555	343,768	■	■				
	City of Georgetown, TX	Jackson Daly, (512) 819-3115 jackson.daly@georgetown.org	\$1,974,680	149,347	■					
	Williamson County	J. Terror Evertson, (512) 943-3330, tevertson@wilco.org	\$4,308,390	95,550	■	■				
Mosquito Fire Clients Served: 2	El Dorado County, CA	Jon DeVille, (530) 681-0283, devillej@edso.org	\$699,326	2,700 tons	■	■				
	Placer County, CA	Cheyenne Toney, (916) 626-2987, ctoney@placer.ca.gov	\$1,027,072	4,932 tons		■	■		■	■
Projects Started in 2022										
Hurricane Ian Clients Served: 31	Florida Department of Environmental Protection, FL	Cheri Albin, (850) 245-3105, cheri.albin@FloridaDEP.gov	\$12,875,202	188,073 (plus 6,059 tons)	■					■
	Brevard County, FL	Jill Hayes, (321) 350-9240 Jill.Hayes@brevardfl.gov	\$4,041,518	172,181	■					■
	City of Cape Coral, FL	Gina Lanzilotta, (239) 574-0471, glanzilo@capecoral.gov	\$63,380,733	2,717,941	■			■		■
	Charlotte County, FL	John Elias, (941) 628-2662, john.elias@charlottecountyfl.gov	\$82,305,920	4,674,284	■			■		■
	Collier County, FL	Dan Rodriguez, (239) 252-8330, dan.rodriguez@colliercountyfl.gov	\$29,350,728	1,384,073	■			■		■
	Osceola County, FL	Danny Sheaffer, (407) 742-7752, danny.sheaffer@osceola.org	\$240,445	10,143	■					■
	Polk County, FL	Michael Teate, (863) 535-2200, michaelteate@polk-county.net	\$21,823,900	1,107,864	■					■
	St. Johns County, FL	Greg Caldwell, (904) 669-5221, gcaldwell@sjcfl.us	\$1,001,286	46,368	■					■
McKinney Fire Clients Served: 1	Siskiyou County, CA	Rick Dean, (530) 841-2100, rdean@co.siskiyou.ca.us	\$22,286,200	47,561 tons		■	■		■	■
New Mexico Wildfires Clients Served: 1	New Mexico USACE	Paul Dries (with North Wind Group) pdries@northwindgrp.com	TBD	31,933 tons	■	■	■		■	■
Oak Fire Clients Served: 1	Mariposa County, CA	Eric Sergienko, (209) 966-2000, esergienko@mariposacounty.org	\$10,928,329	39,948 tons		■	■		■	■
Virginia Winter Storms Clients Served: 1	Virginia Department of Transportation	Stephen Fritton, (804) 609-5399 Stephen.fritton@vdot.virginia.gov	\$100,272,651	4,349,978		■	■			■
Severe Storms & Tornadoes Clients Served: 2	City of Bowling Green, KY	Matt Powell, (270) 784-7796, Matt.powell@bgky.org	\$3,434,347	174,346	■	■				■
	Warren County, KY	Matt Powell, (270) 784-7796, Matt.powell@bgky.org	\$1,014,664	47,402	■	■				■
Dixie Fire Clients Served: 1	CalRecycle (State Contract)*	Alan Zamboanga, (916) 341-6450	266,354,481	552,821 tons	■	■	■	■	■	■
Projects Started in 2021										
Hurricane Ida Clients Served: 11	City of Central, LA	David Barrow, (225) 246-2306, david.barrow@central-la.gov	\$717,530	62,878	■	■	■	■		■
	Iberville Parish, LA	Randall Dunn, (225) 776-1109, dunn@ibervilleparish.com	\$260,972	10,846	■	■	■	■		■
	Tangipahoa Parish, LA*	Vicki Travis, vtravis@tangipahoa.org	\$49,921,126	3,092,064	■	■	■	■		■

Disaster	Representative Client(s) <i>*Works in Progress</i>	Client Contact Information	Project Costs**	Project Size (in CY unless noted)	Collection/Disposal Monitoring	Hazardous Tree Programs	Private Property Debris Removal	Waterways/Drainage Debris Removal	Environmental Sampling and Monitoring	FEMA PA Support
Surfside Condominium Collapse Clients Served: 1	Miami-Dade County, FL	Michael Fernandez, (786) 473-7314, michael.fernandez@miamidade.gov	\$15,148,685	10,265 tons	■	■	■	■		■
Tennessee Severe Storms and Floods Clients Served: 1	Metro Nashville and Davidson County, TN	Phillips Jones, (615) 533-2377, phillip.jones@nashville.gov	\$368,467	804 tons	■	■	■	■		■
Virginia Winter Storms Clients Served: 1	Virginia Department of Transportation	Stephen Fritton (804) 609-5399, stephen.fritton@vdot.virginia.gov	\$23,239,722	462,192	■	■	■	■		■
Projects Started in 2020										
California Wildfires Clients Served: 1	CalRecycle Northern Branch*	Stephen Eto, (916) 693-7429 Stephen.eto@calrecycle.ca.gov	\$164,567,136	501,097 tons	■	■	■	■	■	■
Hurricane Zeta Clients Served: 7	Audubon Society of LA	Cecilie Halliwill, (504) 212-5325 challiwill@auduboninstitute.org	\$674,796	9,668	■					■
	City of Diamondhead, MS	Mike Reso, (228) 222-4626 Ext. 1802 mreso@diamondhead.ms.gov	\$2,334,018	200,556	■					■
	City of Gulfport, MS	Wayne Miller, (288) 868-5740 wmiller@gulfport-ms.gov	\$7,204,267	483,147	■					■
	City of Waveland, MS	Mickey Lagasse, (228) 467-4143 mlagasse@waveland-ms.gov	\$2,207,937	216,681	■					■
	Dallas County, AL	Heath Sexton, (334) 375-1587 hsexton@dallscounty_al.org	\$4,341,570	222,732	■					■
Hurricane Delta Clients Served: 3	City of Youngsville, LA	Sally Angers, (337) 857-6925 SallyAngers@youngsvilleLA.gov	\$129,739	7,646	■					■
	St. Martin Parish, LA	Heath Babineaux, (337) 394-4798 Hbabineaux@stmartinparish.net	\$783,473	30,600	■					■
Hurricane Sally Clients Served: 4	Baldwin County, AL	Terri Graham, (251) 331-4158 TGraham@baldwincountyal.gov	\$69,210,200	4,449,278	■					■
	City of Pensacola, FL	John Pittman, (850) 435-1894 jpittman@cityofpensacola.com	\$7,702,960	574,580	■					■
	Okaloosa County, FL	Jim Reece, (850) 978-1063 jreece@co.okaloosa.fl.us	\$583,009	30,802	■					■
Hurricane Laura Clients Served: 17	Acadia Parish, LA	Chance Henry, (337) 824-7720 electchancehenry@gmail.com	\$1,525,138	105,716	■					■
	Calcasieu Parish, LA	Theresa Champeaux, (337) 540-8094 tchampeaux@calcasieuparish.gov	\$304,540,335	9,309,837	■					■
	City of Lake Charles, LA	Jeff Jones, (337) 540-1707 jjones@cityoflc.us	\$88,638,870	4,335,400	■					■
	City of Sulphur, LA	Stacy Dowden, (337) 764-8044 sdowden@sulphur.org	\$16,816,536	838,412	■					■
	Jefferson Davis Parish, LA	Renee Hicks, (337) 824-4792 renee@jdppj.net	\$3,742,033	140,874	■					■
	Orange County, TX	Leon George, (409) 238-9169, lgeorge@co.orange.tx.us	\$13,165,049	723,064	■					■
Hurricane Isaias Clients Served: 6	Town of Holden Beach, NC	Heather Finnell, (910) 842-6488 heather@hbtownhall.com	\$86,650	2,150	■					■
	Town of Ocean Isle Beach, NC	Justin Whiteside, (910) 579-3469 justin@oibgov.com	\$263,910	6,967	■					■
	Town of Oak Island, NC	Rose Braam, (910) 201-8015 rbraam@ci.oak-island.nc.us	\$1,348,395	62,394	■					■

Disaster	Representative Client(s) <i>*Works in Progress</i>	Client Contact Information	Project Costs**	Project Size (in CY unless noted)	Collection/Disposal Monitoring	Hazardous Tree Programs	Private Property Debris Removal	Waterways/Drainage Debris Removal	Environmental Sampling and Monitoring	FEMA PA Support
Hurricane Hanna Clients Served: 4	Hidalgo County, TX	Mr. Judge "J.D." Salinas, (956) 318-2600 jd.salinas@gsa.gov	\$2,215,302	187,135	■					■
S.C. Severe Storms and Tornadoes Clients Served: 1	Barnwell County, SC	Mr. Roger Riley, (803) 541-2013 rriley@barnwellsc.com	\$12,938	783	■					■
Tennessee Severe Storms and Tornadoes Clients Served: 3	City of Chattanooga, TN	Elizabeth Goss, (229) 894-4591 egoss@chattanooga.gov	\$6,672,646	322,200	■					■
	Hamilton County, TN	John Agan, (423) 315-3840 johna@HamiltonTN.gov	\$5,864,778	408,305	■					■
	Metro Nashville and Davidson County, TN	Phillips Jones, (615) 533-2377 phillip.jones@nashville.gov	\$5,918,322	308,949	■					■

Designed to Maximize Federal Grant Reimbursement

Over the course of working with hundreds of local and state governments on disaster debris management projects, our team has developed a deep understanding of FEMA, FHWA, NRCS, and other reimbursement and regulatory agencies' policies and procedures. Our efforts allow clients to maintain their focus on continuing daily operations while relying on us to oversee the management of debris removal operations in compliance with programmatic guidelines and procedures. Additionally, we have supported clients across the state and have successfully helping our clients navigate the Texas Division of Emergency Management reimbursement and closeout process. Our understanding of requirements for eligibility, documentation, and reimbursement has helped our clients obtain **over \$81 billion in reimbursed costs**.

REGION 6

The nuances presented in each Region's administration of the FEMA PA program provide their own challenges. We know Region 6's approach to administering FEMA PA and have helped clients successfully navigate it for years.

Our team has direct experience with federal grant programs, including:

- FEMA PA Program (including Section 406 mitigation and Section 428 alternative procedures program)
- FEMA Hazard Mitigation Grant Program (HMGP, Section 404 mitigation)
- FEMA Hazard Mitigation Assistance (HMA)
- FEMA Individual Assistance (IA) Program
- FHWA-Emergency Relief (FHWA-ER) Program
- FHWA Transportation Investment Generating Economic Recovery Grant
- Natural Resources Conservation Service (NRCS) Emergency Watershed Protection
- U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG)
- U.S. Treasury Coronavirus Aid, Relief, and Economic Security (CARES) Act and COVID-related funds

For this engagement, Tetra Tech anticipates that majority of reimbursement will be pursued through the FEMA PA Program. Our team holds comprehensive qualifications in working both for and with FEMA. Tetra Tech maintains six current contracts directly supporting FEMA, in addition to our routine work with FEMA as part of state and local projects seeking FEMA reimbursement.

Tetra Tech is able to maximize FEMA PA disaster debris reimbursement funding for the Jefferson County based on the following:

- **Procedures Tailored to FEMA:** Our data management and document storage procedures are tailored to facilitate FEMA review and the generation of project worksheet versions throughout the entire project. We incorporate changes or updates to the FEMA PA Program and Policy Guide (PAPPG) into our procedures for field documentation and data management as they occur. Our software systems, *RecoveryTrac™* and *RecoveryTrac™* Grants Management were designed with FEMA programs in mind and were built to interface with FEMA Grants Portal/Grants Manager.
- **Comprehensive Understanding of FEMA Regulations:** Our management team and field staff fully understand FEMA rules and regulations for hand-loaded vehicles; stump, limb, and tree removal at unit rates; volumetric load calls at temporary disposal site locations; and right-of-way (ROW) debris removal eligibility. This allows us to monitor contracts to the smallest detail while concurrently managing and documenting the operation using proven methodologies that maximize FEMA reimbursement.
- **Direct Relationships with FEMA Regional Representatives:** Our team maintains strong relationships with many of the lead federal coordinating officers, debris specialists, Public Assistance (PA) coordinators and officers, and other staff. Regular interface and communication with FEMA at the headquarters, regional, and local levels allow our team to obtain quick responses on disaster-specific guidance and issues. Having been former State and Federal officials, our employees know how to successfully navigate FEMA PA and should issues arise, who to call upon to get quick remedies.
- **Team of Grant Experts to Assist with Funding and Audits:** Our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Our FEMA appeals and funding specialists have worked with FEMA closeout officers to obtain millions of previously deobligated dollars for communities. While the best course of action is to avoid audits or appeals, there are sometimes unavoidable disagreements with program administrators. We have a bench of accountants, attorneys and program experts to draw upon to try and come to a resolution outside of the audit or appeals process, or when all else fails, appeal or arbitrate certain unacceptable decisions.

Spotlight On: Commitment from Blue Skies through Reimbursement

“Tetra Tech proved itself to be a reliable partner for the City and executed all its obligations under our continuing services agreement. On top of that, they provided excellent communication throughout the whole process and efficiently assisted in the cleanup of the City [after Hurricanes Irma and Ian]. Their diligence and precision in detail ensured proper reimbursement from FEMA on all occasions. In our experience working with Tetra Tech, they have always come to the City of St. Petersburg’s assistance when they are needed most for our residents and greater community. We would happily recommend their services to other communities and plan to continue our relationship with them into the future.”

-Mr. Bryan M. Eichler, Assistant Director, City of St. Petersburg, FL

Focus On

FEMA Programs

\$70 Billion+ Managed

Experience Summary

Our team holds comprehensive qualifications in working both for and with State/Recipient agencies and FEMA. Tetra Tech maintains six current contracts directly supporting FEMA, in addition to our routine work with FEMA Recipients and Subrecipients as part of state and local projects seeking reimbursement.

Our experience supporting clients with FEMA programs includes:

- FEMA PA Program
- Section 406 mitigation and Section 428 alternative procedures program
- FEMA Hazard Mitigation Grant Program (HMGP)
- Section 404 mitigation
- FEMA Individual Assistance (IA) Program
- FEMA Flood Mitigation Assistance Program (FMA)

Recent Sample Projects

Year	Client	Program	Site Visits/Inspections	Grant/Program Management	Data Management & Reconciliation	Quality Control & Monitoring	Client Recipient	Subrecipient Support & Monitoring	Closeout/Audit Support	Operational Planning & Support	Damage Intake Support	Project Formulation	Alternate/Improved/Pilot Program Projects
2025	Maui County, HI – Consulting	PA											
2024	City of Clearwater, FL	PA											
2024	Hillsborough County, FL	PA											
2024	Augusta-Richmond County, GA	PA											
2024	State of Connecticut	PA											
2024	Maui County, HI	PA											
2024	GEMA – Montgomery County, GA	PA											
2024	Greenville County, SC	PA											
2023	Sarasota County, FL	PA											
2023	City of Clearwater, FL	PA											
2022	City of Hew Haven, CT	ARPA											

FEMA Focus Areas



Tailored Procedures

Our procedures are tailored to facilitate FEMA review and generation of Project Worksheet versions. Tetra Tech incorporates changes and/or updates to the PAPPG, IAPPG, FEMA IHP Unified Guidance, and Hazard Mitigation Assistance Guidance into our procedures.



Understanding of FEMA Regulations

Our management team and field staff fully understand rules and regulations across FEMA programs. This allows us to monitor contracts in detail while managing and documenting the operation using proven methodologies to allow the maximum reimbursement.



Relationships Regional Reps

Our team maintains strong relationships with many of the lead federal coordinating officers, PA/IA officers, and other staff. Regular interface and communication with FEMA at the headquarters, regional, and local levels allow our team to obtain quick responses on guidance and issues.



Audits and Appeals

Our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Our FEMA appeals and funding specialists have worked with FEMA closeout officers to obtain millions of previously deobligated dollars.

Disaster Recovery Program Management Services

Our team is a national leader in providing management and support documentation for all facets of the debris removal monitoring industry, including special disaster recovery program management services.

Exhibit 6. Disaster Recovery and Special Program Management Capabilities

Disaster Recovery Program Management	
Emergency road clearance	Final debris disposal at a landfill or other end use
Curbside debris collection	Conflict and damage resolution
Operation of citizen drop-off sites	Truck certification
Data management and invoice reconciliation	Right-of-entry administration
Oversight of debris management sites	
Special Programs Management	
Animal carcass removal and disposal	Marine and waterway debris removal
Asbestos abatement	Private property demolition and debris removal
Beach remediation and restoration	Nuisance abatement ordinance administration
Construction and demolition debris removal	Saltwater killed tree removal
Creosote piling removal	Sediment dredging and removal
Drainage and canal debris removal	Subsurface storm drain debris removal
E-waste debris removal	Vessel and vehicle recovery
Hazardous waste debris removal	Wetland and parkland debris
Hazardous tree and stump removal	White goods and putrescent waste removal

Waterways Debris Removal

No other firm in the United States has monitored more projects to remove physical and environmental hazards and debris from navigable and non-navigable waterways than Tetra Tech. From large vessel and lobster trap removal programs in the Florida Keys following a series of hurricanes to assisting local and state agencies along the northern Gulf Coast with response and recovery efforts for the BP oil spill to cleaning dozens of miles of ditches in Calcasieu Parish, Louisiana following Hurricane Laura – Tetra Tech has comprehensive experience in planning and executing complex waterway and drainage system debris removal programs.

Tetra Tech can provide comprehensive services for waterway and drainage system debris removal programs including assisting with documenting maintenance programs, determination of legal responsibility and scope eligibility, performing post-disaster damage assessment (including drone surveys), managing right of entry/access programs, and field monitoring and storage site management. We have comprehensive expertise in documenting navigable and non-navigable debris removal programs funded by numerous agencies including FEMA, the Natural Resource Conservation Service (NRCS), U.S. Army Corps of Engineers, and state agency programs. Specific waterway and drainage system debris removal programs executed by Tetra Tech include:

Derelict Vessel Programs

- Escambia County, Florida (Hurricane Ivan)
- Monroe County, Florida (Hurricanes Katrina, Gustav, Ike, and Wilma)
- New Jersey Department of Environmental Protection (Hurricane Sandy)
- Florida Department of Environmental Protection (Hurricanes Michael, Matthew, and Irma)

Waterway Debris Removal Programs

- City of Sarasota, City of Fort Myers Beach, Pasco County, and Charlotte County, Florida (Hurricane Milton)
- Florida Department of Environmental Protection (Hurricane Idalia)
- City of Cape Coral, Florida (Hurricane Ian)
- Bay County, Florida (Hurricane Michael)
- Brevard County, Florida (Hurricane Matthew)
- Monroe County, FL (Hurricanes Katrina, Gustav, Ike, and Wilma)
- Beaufort County, SC (Hurricane Matthew)

Ditch and Drainage System Debris Removal Programs

- Collier County, FL (Hurricane Ian)
- Calcasieu Parish, LA (Hurricane Laura)
- Terrebonne Parish, LA (Hurricane Gustav)
- City of Galveston, TX (Hurricane Ike)
- Harris County Flood Control District, TX (Hurricane Ike)
- Collier County, FL (Hurricane Wilma)
- Jefferson County Drainage District #7 (Hurricane Ike)
- City of Lauderdale Lakes, FL (Hurricane Wilma)

Beach Debris Removal and Coastal Restoration/Resiliency

For coastal communities, beaches are economic drivers that require immediate attention following a disaster. Beaches are often a primary reason why tourist visit communities; thus, getting beaches re-opened rapidly following disaster events is of paramount importance. Removing hazards, including pressure-treated wood from beach walkovers, is vital to getting beaches re-opened to the public.

Tetra Tech has a long history of supporting coastal communities in monitoring beach debris removal and sand screening/replacement operations that are eligible for reimbursement under the FEMA Public Assistance program. Stemming back to 2004 when the pristine white sand beaches of Pensacola Beach and Perdido Key in Escambia County, Florida, were ravaged by Hurricane Ivan to some of our more recent projects including supporting debris removal and trap bag installation operations for Volusia County, Florida, Tetra Tech has gained valuable

Exhibit 7. Waterway Debris Removal following Hurricane Idalia



Spotlight on: Successful Waterways Debris Removal

“Upon inspection by the National Resources Conservation Service, the inspectors [surveying the Gordon River project] were impressed by the attention to detail in preserving native vegetation and avoiding the creation of erosion issues. The results accomplished along the water are near perfect... The success of the project is measured by the visible impact of the completed work. Completing the scope and only the scope must strike a balance between remediation and deferred maintenance that is inevitably a fine line. The feedback received yesterday is that the balance was well struck and that your team is managing the individual sites well.”

**-Pawel “Pav” Brzeski, Project Manager,
Stormwater Management, Collier
County, FL**

experience in formulating successful beach recovery operations. Relevant examples of Tetra Tech's beach debris removal operations include:

- Escambia County, FL (Hurricanes Ivan and Dennis)
- City of Ft. Lauderdale, FL (Hurricane Wilma)
- Harrison County, MS (Hurricane Katrina)
- St. Johns County, FL (Hurricanes Matthew and Irma)
- Volusia County, FL (Hurricanes Ian and Nicole)

Tetra Tech's debris monitoring teams are supported by one of the largest coastal engineering and resiliency practices in the United States. Tetra Tech delivers innovative, nature-based solutions and structural design for coastal communities seeking climate-resilient flood risk reduction and marine habitat restoration. Our interdisciplinary team is *Leading with Science*® to create industry-leading design solutions for some of the most complex issues facing coastal communities and ecosystems around the world.

Following Hurricanes Ian and Nicole, Tetra Tech supported Volusia County, Florida, in monitoring debris removal from County-maintained beaches and installing Trap Bags to provide shoreline protection to improved public and private property. Due to these disasters, Florida's coastline suffered the loss of sand and, therefore, much needed elevation. These Trap Bags are a temporary solution to protect beachfront properties before another storm hits the coast as the County continues to work on resiliency projects.

Exhibit 8. Trap Bag Installation in Volusia County, Florida



Vessel and Vehicle Recovery

Tetra Tech is able to assist the County in documenting the locations and quantities of vessel and vehicle debris in the County and presenting a case to FEMA to approve and fund the program. The County must first show that they have a legal responsibility to remove the debris and that the debris is not the responsibility of another state or federal agency such as the USACE or the NRCS. Vessel and vehicle debris on private land may present unique ingress/egress challenges and require ROE agreements for access.

Tetra Tech has monitored vessel recovery for several clients, including:

- **NJDEP** – Hurricane Sandy | 80 vessels
- **Escambia County, FL and Monroe County, FL (Florida Keys)** – Hurricane Wilma | 450 vessels
- **Beaufort County, SC** – Hurricane Matthew | 50+ vessels
- **FDEP** – Hurricanes Matthew, Michael, and Irma | 64 vessels
- **Miami-Dade County, FL** – Surfside Condo Collapse | 100 vehicles

Private Property/Right-of-Entry Debris Removal

Our team has administered many of the largest private property debris removal (PPDR) programs in U.S. history, encompassing **53,000+ parcels in the past 20 years**. Tetra Tech assists communities with ensuring they have the legal authority via local and state ordinances to enter onto private property. We also assist with preparing submittal packages for FEMA to approve the program, promoting the Right-of-Entry (ROE) program with residents, and ensuring the program is properly documented. Included below is a representative sample of our PPDR projects.

112

PRIVATE PROPERTY DEBRIS REMOVAL PROJECTS MANAGED



SCOPE TASKS

- Application Administration
- Data Management
- Debris Removal Monitoring
- Demolition Program Management
- Historical/Environmental Review
- Individual Property Debris Tracking
- Property Close Out
- Property Survey
- Public Advertisement
- Reduction/Disposal Monitoring
- Scheduling

LA County Wildfires (2025) 1 client	Detwiler Wildfire (2017) 1 client
Hurricane Helene (2024) 8 clients	Helena Wildfire (2017) 1 client
Hurricane Milton (2024) 10 clients	Flooding & Severe Storms (2016) 1 client
Hawaii Wildfires (2023) 2 clients	Flooding (2016) 1 client
Hurricane Ian (2022) 23 clients	Erskine Wildfire (2016) 1 client
CA Wildfires (2022) 3 clients	Clayton Wildfire (2016) 1 client
Surfside Condo Collapse (2021) 1 client	Butte Wildfire (2015) 1 client
Hurricane Ida (2021) 2 clients	Valley Wildfire (2015) 1 client
Wildfires (2021) 15 clients	Flooding (2014) 1 client
Hurricane Laura (2020) 1 client	Flooding (2013) 1 client
North Branch Wildfires (2020) 9 clients	Hurricane Sandy (2012) 1 client
Hurricane Michael (2018) 3 clients	Hurricane Isaac (2012) 1 client
Hurricane Florence (2018) 1 client	Wildfires (2011) 1 client
Camp Wildfire (2018) 1 client	Ice Storm (2009) 1 client
Mendocino-Complex Fire (2018) 1 client	Flooding (2008) 2 clients
Carr Wildfire (2018) 1 client	Hurricane Ike (2008) 2 clients
Severe Storms/Tornadoes (2017) 1 client	Hurricane Gustav (2008) 1 client
Hurricane Harvey (2017) 2 clients	Hurricane Katrina (2005) 2 clients
NorCal Wildfires (2017) 4 clients	Hurricane Wilma (2005) 1 client
Thomas Wildfire (2017) 1 client	

Hazardous Material Removal

Major disasters, particularly those that involve significant flooding, will result in the need to address hazardous materials. Typically, the U.S. Environmental Protection Agency (EPA) is responsible for identifying and removing large quantities of household hazardous waste (HHW) (containers over 5 gallons such as large commercial/industrial storage tanks, propane tanks, 55-gallon drums, etc.). Local governments are charged with implementing collection programs for HHW, including but not limited to containers with paints, pesticides, household cleaners, oils/solvents, and fuels. Our team has broad experience helping local governments plan, procure, implement, and track disaster-related HHW collection programs at curbside or drop-off locations. Following Hurricane Ike, a storm surge covered almost all of Galveston Island, Texas. Our team helped the City of Galveston implement one of the largest post-disaster HHW programs in U.S. history, in addition to working cooperatively with the EPA on large quantity HHW recovery.

Leaning Trees, Hanging Limbs, and Stump Removal

Tetra Tech offers expertise in reimbursement for the removal of leaning trees, hanging limbs, and stumps. Our team has extensive experience helping communities avoid the de-obligation of funds or non-reimbursement for these activities due to ineligible work. In 2024, our team monitored the removal and disposal of **over 166,000 hazardous trees, limbs, and stumps** following Hurricanes Helene and Milton across Florida, Georgia, North Carolina, South Carolina, and Virginia.

3.4 million

HAZARDOUS TREES, LIMBS, AND STUMPS REMOVED



2,733,945
HANGING LIMBS



601,041
HAZARDOUS TREES



85,600
STUMPS

FEATURED EVENTS

Hurricane Milton (2024)	27,484 Limbs 3,393 Trees 419 Stumps
Hurricane Helene (2024)	9,295 Limbs 35,096 Trees 1,176 Stumps
Hurricane Beryl (2024)	29,645 Limbs
FL Severe Storms and Tornadoes (2024)	3,919 Limbs 322 Trees
Lahaina Wildfires (2023-2024)	1,200 Trees
City of Austin Winter Storm (2023)	10,364 Limbs 598 Trees
Hurricane Ian (2022)	95,099 Limbs 16,253 Trees
CA Wildfires (2015 - 2022)	3,777 Limbs 246,140 Trees
Hurricane Ida (2021)	79,469 Limbs 3,144 Trees
Hurricane Laura (2020)	120,198 Limbs 13,160 Trees
Hurricane Zeta (2020)	34,245 Limbs 4,902 Trees
Hurricane Michael (2018)	27,562 Limbs 9,949 Trees
Hurricane Florence (2018)	14,609 Limbs 259 Trees
Hurricane Irma (2017)	316,108 Limbs 10,862 Stumps
Hurricane Matthew (2016)	183,214 Limbs 12,769 Trees
Hurricane Ike (2008)	364,860 Limbs 29,489 Trees
Midwest Winter Storm (2007)	99,382 Limbs 2,682 Trees

Asbestos-Containing Material Management

Through our team's years of demolition experience, Tetra Tech has developed best management practices for documenting and monitoring work related to asbestos-containing material (ACM). Tetra Tech will collect and catalog all pertinent information related to the ACM content for a property. Once the remediation contractor has removed and wrapped the ACM, Tetra Tech will document the transfer of custody through final disposition. As part of the ACM documentation process, Tetra Tech will also collect and pair all waste shipment records to the respective load tickets. Additionally, during the course of the project if Tetra Tech notices any lack of due diligence or potential for environmental violations, our management staff will notify County officials immediately and assist in creating a mitigation strategy. In the instance of non-ACM debris removal, Tetra Tech will collect and digitally link all DMS or landfill manifest with the corresponding load ticket. Most recently, as part of our work for CalRecycle Tetra Tech has assisted with documenting the removal of ACM for properties damaged by the devastating wildfires.

Data Management

Tetra Tech minimizes client costs and maintains consistent visibility of debris project operations by implementing our streamlined processes and utilizing our *RecoveryTrac™* ADMS. *RecoveryTrac™* ADMS is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project. Managing the enormous volume of documentation generated during a debris monitoring operation was paramount to the design of our ADMS. **This state-of-the-art technology has already shown to increase the efficiency and improve the management of debris removal efforts for hundreds of clients.**

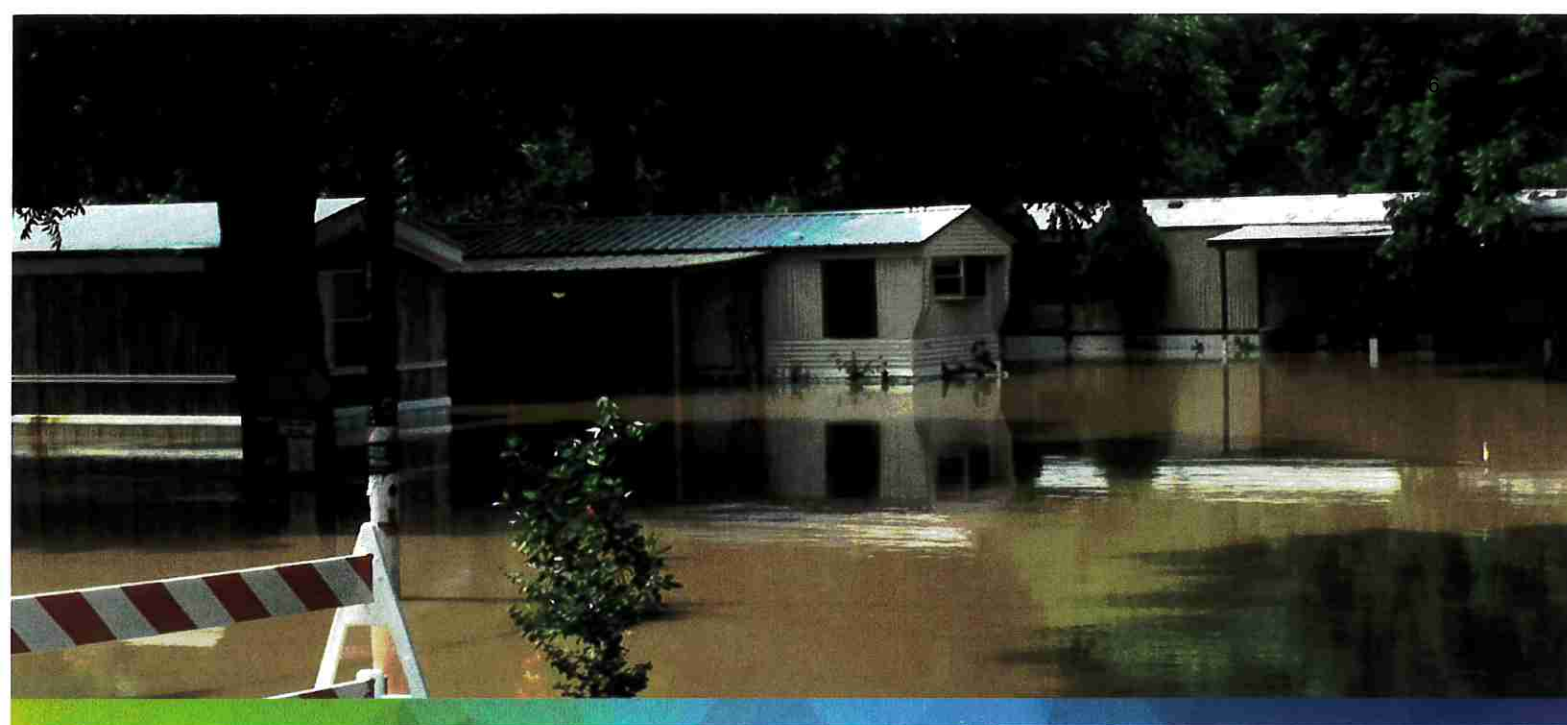
Experience Defending Client's Interests During an Audit

A representative example of past clients we have supported during dispute resolution includes, but is not limited to:

- Our team is currently retained by the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) to assist on hundreds of appeals related to 11 disasters dating back to Hurricane Katrina in 2005.
- Our team is currently working with FEMA's new VAYGo process for clients in Texas such as Fort Bend County and the City of Houston along with the Commonwealth of Puerto Rico.
- During our work with the State of Vermont, Tetra Tech worked on five (5) appeals for PWs related to Tropical Storm Irene. As a result, four appeals were overturned, and one appeal upheld.
- During our work with the Port of Galveston, our team has been involved in appeals related to storm-induced erosion and 705(c) claims. At this time, we have been successful on the appeals, with many remaining to be decided by FEMA region during first appeal.
- Our team supported the successful appeal of over \$400,000 of previously deobligated funds in response to the 2004 Hurricanes Charley, Frances, and Jeanne for Lake County, Florida. These funds were associated with debris collected on private roads and gated communities. Our team did a comprehensive GIS analysis of the debris collected in question and was able to appeal the decision and obtain reimbursement from FEMA.

References/Profiles (*RFP Section 6.2*)

The following projects are a representative sample of our experience and accomplishments in performing services that are similar in scope, complexity, and magnitude to the County. Per Jefferson County's request, we have included references on the County's reference form located in Section G.



Disaster Debris Monitoring and Grant Management

Fort Bend County and Tetra Tech have had a long-term partnership. Since 2008, Tetra Tech has assisted the County in a variety of capacities, including debris management after Hurricane Ike in 2008; plan writing, exercises, and debris management in response to the 2016 flood event; and financial recovery and resource support following Hurricane Harvey. We continue to stand “at the ready” in the event the County needs our service in the future. The following summary describes our projects with the County.

Hurricane Beryl

Most recently, Tetra Tech once again played a pivotal role in Fort Bend County’s disaster recovery efforts, completing debris monitoring services following Hurricane Beryl. This work underscores the strength of our partnership and their ongoing commitment to the safety and resilience of the community. Tetra Tech has monitored 449,341 CYs of debris for this project.

Hurricane Harvey

On August 26, 2017, Hurricane Harvey made landfall as a Category 4 storm near Rockport, TX. After making landfall, Harvey’s winds rapidly weakened, but its speed also greatly slowed and the storm stalled just inland from coastal Texas, resulting in several days of very heavy rain and massive flooding. Many locations in the area saw anywhere from 30 to 60 inches of rain. Multiple flash flood warnings were issued, and many areas were evacuated. More than 48,000 homes across the state had damage and an estimated 30,000 residents were displaced.

Client

Fort Bend County, Texas

Period of Performance

Hurricane Beryl: July-October 2024

Hurricane Harvey: September 2017-
June 2018

2016 Floods: May-August 2016

Hurricane Ike: September 2008-March
2009

Project Size

Hurricane Beryl: 449,341 CYs

Hurricane Harvey: 615,498 CYs

2016 Floods: 480,330 CYs

Hurricane Ike: 490,000+ CYs

Project Cost

Hurricane Beryl: \$3,026,798

Hurricane Harvey: \$10,137,139

2016 Floods: \$643,990

Reference Contact

Scott Wiegat, Road Commissioner

281-238-3607

scott.wiegat@fortbendcountytexas.gov

Operational Consulting and Financial Recovery and Reimbursement Services

The rainfall especially impacted Fort Bend County, causing extensive flooding and severely damaging hundreds of homes. Due to our history of successful implementation of previous mitigation projects, Fort Bend County requested our team's assistance in making substantial damage determinations on affected properties. We provided a dedicated team that safely conducted site assessments at 600 properties in eight weeks. We provided on-site staff support during those two months, as well as in the following months, to address questions from residents on the recent flooding and to provide technical assistance.

Support Site Planning and Design, Temporary Emergency Staff and Resource Augmentation, and Debris Monitoring Services

Tetra Tech staff were in close communication with County officials throughout the event and quickly mobilized resources once it was safe to enter the area. Our team helped the County complete damage assessments, develop debris estimates, and then transition into complete program management of the debris removal mission. To date Tetra Tech has monitored the **removal of over 13,500 loads, totaling over 338,000 cubic yards of debris**. Tetra Tech assisted the County to **document and submit \$4 million in force account labor expenses** for the County's emergency response to the flood.

2016 Floods

Financial Recovery and Reimbursement Services

Additionally, with an estimated \$15 million in damage, the County requested that Tetra Tech assist with applying for, administering, and managing FEMA PA funding for categories A-G. Tetra Tech deployed a team of financial recovery consultants to assist the County in preparing project worksheets and maximizing grant funding for disaster response and recovery efforts. Our assistance after the flood went beyond FEMA PA consulting to assisting the County with the Hazard Mitigation Grants Program applications, identification of substantially damaged properties, staff augmentation for permits departments, and Emergency Operations Center staff support.

HMGP Applications, Communication Support, and Operational Consulting Services

Tetra Tech collaborated with Fort Bend County to plan for submission of applications for grant funding to buyout properties in the Special Flood Hazard Area (SFHA) floodway and to elevate or buyout properties in the SFHA floodplain to mitigate and reduce the risk of flooding in Fort Bend County. After already having Tetra Tech contracted to perform Substantial Damage Determinations immediately preceding the flood, the County contracted with Tetra Tech to assist with the creation of the Hazard Mitigation Grant Program applications. To attempt this, Fort Bend County invited municipalities to participate by providing a list of the properties that were identified as being damaged during the 2016 floods.

Tetra Tech reached out to over 600 homeowners and invited them to participate in the grant programs for buyout or elevation. Tetra Tech provided a hotline phone number and email address for homeowners to contact the program and interacted with all the homeowners who chose to participate in the program. The team worked with all the owners to obtain all the application information needed for entry into the programs.

After evaluation of the properties that submitted documentation into the program, Tetra Tech and the County chose to submit three different applications to the State of Texas for consideration for funding. This included Voluntary Buyouts in the Special Flood Hazard Area, Voluntary Buyouts in the FEMA Designated Floodway, and Elevations in the Special Flood Hazard Area. Tetra Tech completed the applications and submitted them to the State of Texas for review and approval. FEMA has approved the applications for Voluntary Buyouts in the Special Flood Hazard Area and Voluntary Buyouts in the FEMA Designated Floodway; the County is still waiting on approval for the application for Elevations in the Special Flood Hazard Area. As a result of the applications Tetra Tech submitted, Fort Bend County was awarded over \$10 million in funding.

Operational Consulting and Temporary Emergency Staff and Resource Augmentation Services, Communication Support, and Development of mid-incident reviews, after-action reports, & corrective action plans

Fort Bend County requested that our team provide staff augmentation services to the Flood Recovery Permit and Information Center (FRPIC). Our team assisted with outreach efforts, community recovery meetings, staffing the recovery center, and other consulting support related to the FEMA Individual Assistance program.

Our efforts also included:

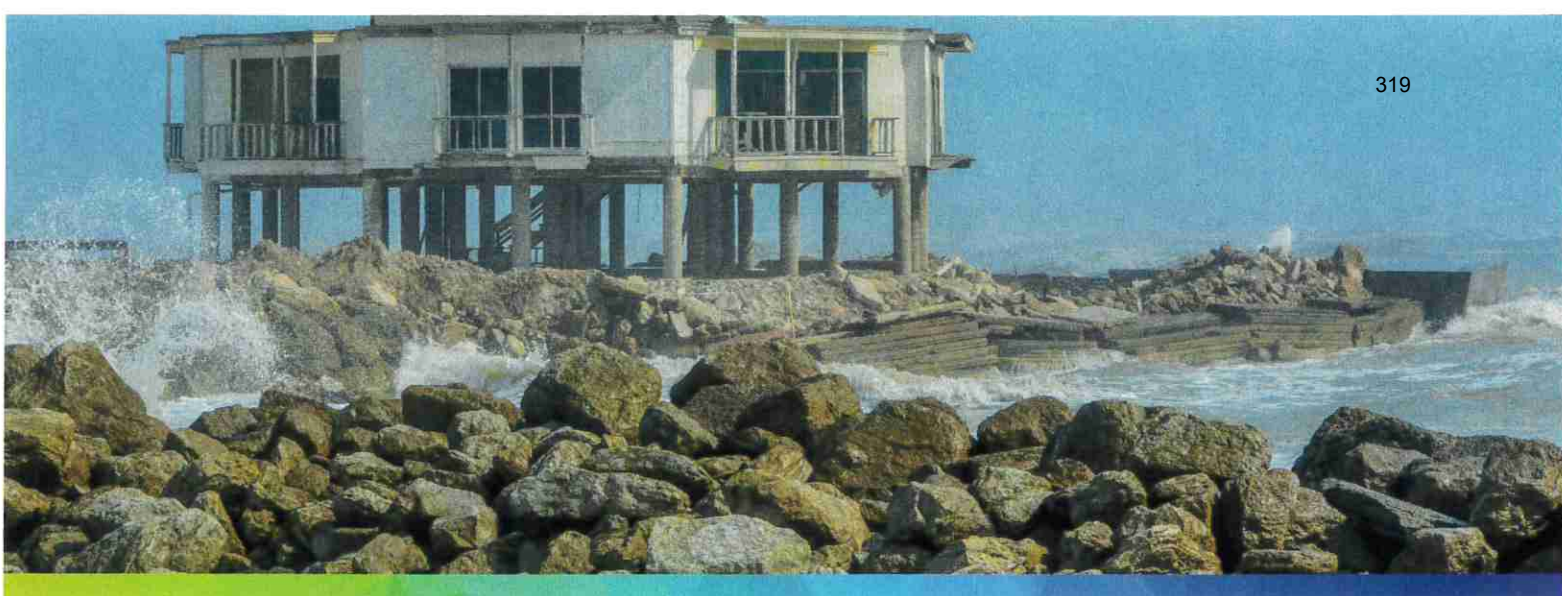
1. Development of an individual assistance long-term recovery plan
2. Presentations to Long Term Recovery groups and public meetings
3. Staffing at the Floodplain Managers Office on substantial damage claims and FRPIC

Debris Monitoring Services

On May 30, 2016, a devastating flood impacted the County, causing damage and debris across the area. Tetra Tech was tasked by the County to provide program management and monitoring services. The Tetra Tech field team **certified 28 hauling units that removed over 48,000 cubic yards of flood debris** within the County. Our *RecoveryTrac*™ automated debris management system (ADMS) was used to monitor and document debris removal activities within the County and three other municipalities that requested the County's assistance through an interlocal government agreement.

Hurricane Ike

In 2008, Tetra Tech worked with the County to develop a FEMA-approved Disaster Debris Management Plan (DDMP). Following Hurricane Ike's impact, **Tetra Tech monitored and documented the removal of over 490,000 CYs of debris, 8,300 hazardous hangers, and 590 hazardous trees, representing over \$8.5 million in reimbursable debris costs.** Later that year and into 2009, Tetra Tech developed a continuity of operations plan for the County's departments serving emergency, administrative, and public-health-related functions. Additionally, we developed a multiyear training and exercise plan to identify top priorities for enhancing the County's emergency management capabilities.



Disaster Debris Monitoring Services

Hurricane Beryl

Most recently, Tetra Tech completed debris monitoring services following Hurricane Beryl. Following Hurricane Beryl, Tetra Tech played a crucial role in disaster recovery by ensuring public safety and speeding up community restoration. To date, Tetra Tech has monitored **over 500,000 CYs of debris throughout the County.**

Hurricane Nicholas

On September 13, 2021, Hurricane Nicholas made landfall in Matagorda County as a Category 1 hurricane. Located northeast of Matagorda, Brazoria County felt the brunt of the hurricane as it slowly lumbered through the state. Hurricane Nicholas progressed across southeast Texas, bringing gusty winds and heavy rains, leaving residents without power and resulting in downed trees, downed power lines, flooding, and damage to structures.

In addition to hiring local residents to monitor the collection of disaster debris, Tetra Tech employed the use of *RecoveryTrac™*, its automated debris management system (ADMS), to track the progress of debris removal and disposal activities in real time. It also provided accurate and timely processes to document debris management activities. In total, more than **9,000 cubic yards of debris was collected in the County from Hurricane Nicholas.**

Hurricane Harvey

Hurricane Harvey devastated significant portions of the State of Texas in 2017. Tetra Tech helped Brazoria County recover from this massive hurricane by performing right of way collection and debris monitoring specifically at the County's many boat ramps. In all, 89 field monitors observed the collection of **more than 233,000 CYs of debris.**

Client

Brazoria County, Texas

Period of Performance

Hurricane Beryl: July-October 2024

Hurricane Nicholas: October 2021

Hurricane Harvey: September 2017-
January 2018

2016 Flooding: June 2016-October
2016

Project Size

Hurricane Beryl: 500,384 CYs

Hurricane Nicholas: 9,183 CYs

Hurricane Harvey: 233,843 CYs

2016 Flooding: 21,213 CYs

Project Cost

Hurricane Beryl: \$1,094,597

Hurricane Nicholas: \$147,353

Hurricane Harvey: \$5,509,593

2016 Flooding: \$470,159

Reference Contact

Wael Tabara, Assistant County
Engineer

(979) 583-7657

WaelT@brazoriacountytx.gov

Waterways Disaster Debris Removal

Tetra Tech supported the Harris County Flood Control District (HCFCD) in recovery efforts in the aftermath of Hurricane Beryl. Our team supported both FEMA PA project management as well as executing safety inspections with 45 personnel in 9 watersheds capturing 3,000 debris sites, with debris management costs of nearly \$16 million. FEMA policy is very specific on safety inspections versus site inspections in terms of eligible costs; Tetra Tech drafted safety inspection narratives to ensure that costs were validated and obligated under Category B versus Category Z, which is capped at 5% of all total costs.

Client

Harris County Flood Control District

Period of Performance

August-December 2024

Project Size

55,284 Tons

Project Cost

\$15,654,974

Reference Contact

Nic Griffin, Facilities Maintenance
Department Manager

346-286-4863

nicolas.griffin@hcfcdhctx.net

What do our clients say?

Efficiency and Agility

“Tetra Tech’s experienced project management and efficient working relationship with the City’s hauler firm made it possible to accommodate the fluctuating needs for staffing and resources. As such, the City of Alexandria was one of the first municipalities of its size to complete debris removal operations following Hurricane Laura. Based on Tetra Tech’s efficiency and agility, they have my recommendation for disaster debris services.”

-Darren Green, City of Alexandria, Louisiana

Extraordinary Service

“Tetra Tech immediately responded to the Parish...During the five-month project, we had visibility into the project’s progress thanks to the Geoportal provided by your data team. Tetra Tech’s service was extraordinary, and I highly recommend your services to any community in need of disaster response and recovery assistance following a natural disaster.”

-Jacob Dillehay, Allen Parish Police Jury, Louisiana

Understanding of Complex Operations

“Harris County activated its pre-positioned contract with Tetra Tech to provide disaster recovery and debris monitoring services in the wake of Hurricane Harvey. Tetra Tech worked with the County to provide debris monitoring services, program management, and reimbursement assistance in the removal of over 1,200,000 cubic yards of flood-related construction and demolition debris. Tetra Tech also provided the County with support on implementation of FEMA directives regarding private property and commercial debris removal...As the unprecedented 2017 Hurricane Season unfolded, the scarcity of resources throughout the Country disabled the traditional response capacity of disaster debris haulers. Tetra Tech supported Harris County’s efforts to develop strategies to utilize nonconventional debris removal techniques to support the County’s recovery from historic flooding caused by Hurricane Harvey... Their in-depth understanding of complex debris operations and knowledge of federal grant programs are why I would strongly recommend Tetra Tech to any unit of government procuring disaster recovery services.”

-Danielle Cioce, Manager, Watershed Protection Group and Debris Operations, Harris County, Texas

Professionalism Matched by None

“Tetra Tech was quickly onsite and ready to move into action with a professionalism matched by none. Tetra Tech’s management team worked hand in hand with our contractors, county crews and county staff to ensure that all FEMA compliance requirements were held to exemplary status, paying special attention to details, and the unique needs of our county and our citizens. Your entire team demonstrated outstanding skills for disaster recovery management, and I will attest to their superior management skills and team work. Tetra Tech’s diligence, initiative, and assertiveness with all contractors, FEMA, and our own staff contributed to the success of our hazardous tree removal program.”

-Clara Beckett, Bastrop County, Texas

Proposed Staff Information (RFP Section 6.2)

Tetra Tech has assembled a project team with the qualifications and expertise necessary to support the County following a disaster. The individuals selected for this project not only have national expertise from having worked on every major disaster in the past decade but also have **hands-on experience working on prior (or current) Texas-based projects**. As a result, our staff has an in-depth understanding of how disaster response and recovery works in the Lone Star State.

Senior Management and Advisory Team

Our senior management and advisory team will provide expert oversight and assistance at critical junctures. This team is prepared to provide both tactical and strategic guidance for the duration of any disaster recovery operation. These individuals bring decades of disaster debris monitoring and reimbursement expertise.



**Jonathan Burgiel,
Business Unit President**

25 Years of experience
Principal-in-Charge for 100+ projects across the country
Executive-level oversight and sponsorship to resolve complex issues



**Ralph Natale, Director of
Post-Disaster Programs**

20+ Years of experience
Oversaw removal of 66M+ CYs of debris and 1.7M hazardous trees
Expert in high-volume debris and demolition management



**John Buri, Senior Advisor
for Disaster Grant
Programs**

24 Years of experience
Trusted advisor on FEMA PA, mitigation, and long-term recovery for 100+ clients nationwide
Known for exceptional interagency coordination



**Allison McLeary, Esq.,
Senior Policy Advisor**

21 Years of experience
Former GOHSEP and FDEM Executive with FEMA and HUD program management
Deep expertise in compliance, program policy, and advocacy for local recovery priorities

Project Field Operations Team

Tetra Tech has identified a team of field staff to support the County. We have selected team members who have previous experience in similar operations. Brief summaries of each team member's experience are provided below.

Proposed Staff

Summary of Qualifications

Nick Russo

Regional Project Manager



Mr. Nick Russo has extensive experience in disaster debris management, having overseen debris removal operations for multiple federally declared disasters, including Hurricane Ike, Hurricane Harvey, and Hurricane Ian. He has managed the coordination of debris removal teams, established field operations, and ensured compliance with FEMA guidelines. His leadership in recruiting and training local debris monitors, combined with his expertise in damage assessment and regulatory coordination, has contributed to the successful recovery efforts following these significant events. **Nick was specifically chosen for this project due to his in-depth knowledge of disaster recovery operations within the State of Texas.**

Proposed Staff	Summary of Qualifications
Will Barton Project Manager <i>Former Jefferson County Project Manager</i>	Mr. Will Barton is a trained project manager for Tetra Tech who has served on various projects throughout the country in recent years. Through his work at Tetra Tech, Will has developed an extensive understanding of federal, state, and local regulations, protocols, processes, and guidance with respect to homeland security response, and recovery. Throughout his career, Will has worked with the USDA Natural Resources Conservation Service on issues involving debris in waterways after natural disasters, including managing waterway and drainage lateral debris projects for multiple clients. Will was selected for this project because of his lengthy relationship and previous experience providing project management services for Jefferson County.
James Ward Operations Manager <i>Former Jefferson County Operations Manager</i>	Mr. James Ward is an experienced and skilled professional with a strong background in disaster debris management. With extensive experience in various disaster events, he brings valuable expertise to the role. In his previous positions, James has demonstrated his ability to oversee and manage field operations effectively. As a Project Manager, he provides project implementation and oversight, serving as the primary point of contact for clients, contractors, and FEMA representatives. He also plays a key role in hiring and training local debris monitors, ensuring smooth project execution. James' experience as an Operations Manager showcases his organizational skills and resource optimization abilities.
 TX-based Benjamin Arredondo Field Supervisor	Mr. Benjamin Arredondo is a highly motivated team leader responsible for facilitating recovery efforts for areas impacted by disasters. With proficient training in FEMA Incident Command, he can coordinate a comprehensive recovery effort by effectively monitoring staff, contractor needs, and client expectations.
Ricardo Bosques Data Manager  TX-based	Mr. Ricardo Bosques is a data and automated debris management system technology specialist for Tetra Tech, where his understanding of Federal Emergency Management Agency eligibility and documentation requirements for public assistance debris removal programs have aided him in quality control and oversight of multiple projects. Ricardo is responsible for the implementation of Tetra Tech's <i>RecoveryTrac</i>™ ADMS technology as well as oversight and management of field data managers and invoice analysts. He supports the implementation of ADMS in the field, as well as establishing quality assurance and project reporting standards for disaster debris monitoring operations. Ricardo has focused on providing complete auditable datasets that maximize reimbursement and are project worksheet ready.
Jeff Dickerson GIS Analyst	Mr. Jeffrey Dickerson has more than 30 years of experience in program management, with extensive experience in technical organizational management, training, and readiness exercises. He is a military veteran with skills in leadership, training, and personnel development. As the Director of Information Technology, Jeff is responsible for the planning, development, deployment of <i>RecoveryTrac</i>™ applications supporting the delivery of professional services for our clients.
Macy Moore Project Coordinator	Ms. Macy Moore is an accomplished Regional Project Coordinator with five years of experience in the disaster recovery industry. Since joining Tetra Tech in 2017, she has supported projects in California, as well as multiple states along the Gulf and East coasts following hurricanes, tornadoes, and wildfires. Macy is responsible for onboarding, training, and assisting with the oversight of PC teams to ensure that projects run smoothly and efficiently.

Financial Stability

Tetra Tech's size, diversity, and financial stability give us the capacity to undertake and successfully complete projects of all sizes and complexities with no financial risk to our clients. Our size, diversity, and financial stability give us the capacity to undertake and successfully complete projects of all sizes and complexities with no financial risk to our clients. Tetra Tech has nearly \$1 billion of liquidity available, allowing us to meet contractual obligations for disaster response operations regardless of funding flows or payment processing during large disasters. We have proven this in management of more than \$81 billion in federal funding across our more than 650 activations in response to over 100 declared disasters.

We currently boast annual revenues of \$5.2 billion and employs 30,000 personnel in 550 offices worldwide. We ended the year with an all-time-high backlog of \$5.38 billion, up 12% from last year. While it was an exceptional year for orders, we finished the year with \$25 billion in contract capacity and more than 25,000 clients.

The County gains the **stability and resources** of a \$5.2 billion company.

\$232.7 million

Available Cash

\$800 million

Borrowings at our
disposal

\$1.03 billion

Total liquidity available

"Tetra Tech is grateful for the opportunity to renew our partnership with Jefferson County. We are supportive of this proposal from the highest levels of our organization. With over \$1 billion of liquidity available, we are confident that **Tetra Tech's financial capacity and stability exceed the potential financial demands of this contract.**"



– Steven Burdick,
Chief Financial Officer

Logistics and Sustainment

Tetra Tech's internal structure includes a Logistics Section responsible for acquisition, management, and distribution of all resources required to support our operations. Our warehouse stores over **120 fully stocked bays of supplies capable of supporting over 50 simultaneous recovery operations for over 90 days**, including supplies that may be necessary to support our staff in the field. Tetra Tech has deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.

Field Equipment

Tetra Tech ensures that all monitors have access to vehicles, typically using their own personal operating vehicles (POVs), which are appropriately equipped and reimbursed. In addition, rental vehicles are typically provided for field supervisors, operations managers, and project managers to facilitate their mobility and oversight responsibilities. We utilize **specialized monitoring equipment**, including our proprietary

RecoveryTrac™ ADMS for real-time data capture and reporting. Advanced GIS tools support mapping and data integration, while safety and communication gear ensure the safety and efficiency of our field personnel. Our resource inventory also includes thousands of ADMS handheld units, time and materials forms, truck certification forms, and ticket stubs.

Tetra Tech acknowledges the requirement that each Proposer must provide any equipment, software, or data communication lines necessary for our personnel to successfully complete the work specified in this solicitation. Tetra Tech further confirms that we will ensure all resources required to perform the scope of work are provided and maintained to meet project needs. Tetra Tech does not have any personnel related through blood or marriage to the County or to any current County employee.

Equipment for Project Sustainment

Tetra Tech maintains an inventory of placards, project manager kits, project coordinator kits, human resources kits, collection monitor kits, disposal monitor kits, leaner/hanger/stump kits, and IT kits. Additionally, we have laptops, sets of PPE, mobile wireless (Mifi) units, high-speed scanners, printers, mobile command offices, and emergency response trailers available for deployment.

Resource List	
Resource	Quantity Available
ADMS Handheld Units	6,000
Time and Materials Forms	5,000
Truck Certification Forms	70,000
ADMS Ticket Stubs	3,600,000
Haul Out Ticket Stubs	600,000
Placards	11,000
Kits	
Project Manager Kits (1 Per 100 Monitors)	200
Project Coordinator Kits (1 Per 100 Monitors)	200
Human Resources Kits (1 Per 100 Monitors)	120
Collection Monitor Kits (1 Per 25 Monitors)	550
Disposal Monitor Kits (1 Kit Per Disposal Site)	330
Leaner/Hanger/Stump Kits (1 Per 50 Monitors)	280
Equipment**	
Laptops	700
Mifi (Mobile Wireless)	90
High Speed Scanners	70
Printers	145
Mobile Command Office	2
Fuel Trucks	To Be Obtained from Pre-Contracted Vendor
Modular Work Locations	To Be Obtained from Pre-Contracted Vendor
Generators	To Be Obtained from Pre-Contracted Vendor
Portable Facilities	To Be Obtained from Pre-Contracted Vendor

**All field documents are replenished as they are needed. Tetra Tech has several emergency vendors with the ability to supplement as required.*

*** ADMS units are readily available and can be ordered as needed on a 24-hour turnaround.*

Work Plan (RFP Section 6.3)

Jefferson County is one of the most disaster-prone coastal regions in Texas, with a long history of devastating storms that have generated large volumes of debris and severely impacted local communities. Disasters such as hurricanes, tropical storms, tornadoes, and floods create hazardous conditions, including blocked roadways, restricted access for emergency vehicles, and widespread property damage. Removing and properly monitoring this debris is critical for restoring normalcy, protecting public safety, and ensuring that debris removal activities are fully eligible for federal reimbursement under FEMA and FHWA programs.

Tropical Storm Imelda (2019) produced record rainfall, up to 40 inches in Jefferson County, causing flooding of more than 5,000 homes and tragically leading to three fatalities. Within days, Tetra Tech mobilized 25 field monitors to the County, ensuring safe and compliant collection of more than 57,430 cubic yards of debris. Similarly, Hurricane Harvey (2017) delivered 40 to 60 inches of rain across the County, resulting in catastrophic flooding and damage to more than 21,000 homes. Tetra Tech deployed 84 monitors over three months to support debris collection operations and documented the removal of more than 149,000 cubic yards of debris. Hurricane Ike (2008) generated widespread devastation across Jefferson County, including heavy flooding and wind damage that resulted in massive debris removal needs. Tetra Tech monitored more than 206,000 cubic yards of debris and oversaw the safe removal of more than 7,500 hazardous trees, ensuring compliance with FEMA requirements and accelerating community recovery. Going back further, Hurricane Rita (2005) generated over 1.4 million cubic yards of debris in Jefferson County within just over a month. At that time, Tetra Tech provided full emergency response support, including staging operations, site approvals, daily monitoring of more than 80,000 cubic yards of vegetative debris at peak, contractor invoice reconciliation, and FEMA documentation that resulted in \$36 million in eligible funding.

These storms demonstrate both the frequency and scale of debris-generating disasters Jefferson County faces. They also highlight Tetra Tech's proven ability to deliver rapid mobilization, accurate monitoring, and FEMA-compliant documentation in partnership with the County.

Jefferson County requires a debris monitoring partner that understands both the scale of its disaster risks and the complexities of FEMA reimbursement. Tetra Tech brings unmatched institutional knowledge of Jefferson County, a proven ability to mobilize rapidly, and a track record of safeguarding federal recovery dollars. We are fully prepared to continue supporting the County in protecting its citizens, restoring normalcy, and navigating the long-term recovery process.

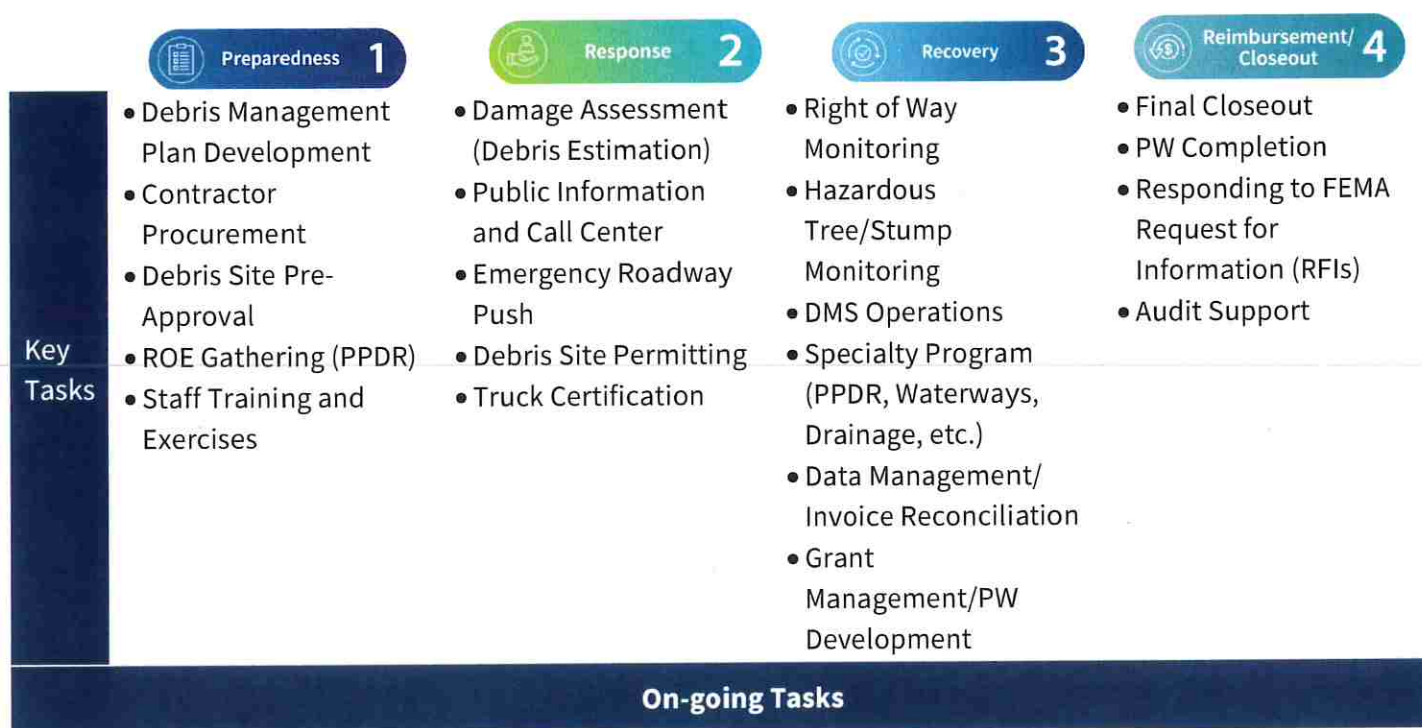
Tetra Tech has carefully reviewed the scope of work requested in the RFP and can assure the County that we have the experience, understanding, and knowledge to successfully perform all aspects of the scope of work including execution of the following tasks:

- 5.2.1 Staff Mobilization (Pg. 44)
- 5.2.2 Field Documentation of Work (Pg. 56)
- 5.2.3 Collection Monitoring of Rights-of-Way and Public Property Debris (Pg. 68)
- 5.2.4 Monitor Training (Pg. 62)
- 5.2.5 Spot Checks and Auditing of Monitors (Pg. 71)
- 5.2.6 Project Mapping (Pg. 59)
- 5.2.7 Truck Certification (Pg. 65)
- 5.2.8 Quality Control/Quality Assurance (Pg. 75)
- 5.2.9 DMS/Disposal Sites (Pg. 65)
- 5.2.10 Data Management (Pg. 48)
- 5.2.11 Public Information Support (Pg. 63)
- 5.2.12 Funding Support (Pg. 78)
- 5.2.13 Recovery Services (Pg. 67)
- 5.2.14 Other Related Services (Pg.)
- 5.2.15 Pre-Storm Coordination (Pg. 57)
- 5.2.16 Safety Meetings and Monitoring Updates (Pg. 55)
- 5.2.17 Coordination Meetings with Contractor(s) (Pg. 73)
- 5.2.18 Contractor Damages (Pg. 73)
- 5.2.19 Status Reports (Pg. 56)

Methodology

For clarity, we have elected to divide the key services to be performed by Tetra Tech into four critical phases: **Preparedness, Response, Recovery, and Reimbursement/Closeout**. This deliberate approach benefits our clients in several key ways. First, by breaking down complex technical concepts into manageable phases, we ensure clarity and minimize how overwhelming the debris management lifecycle can be; it's not just about being prepared or ensuring a thorough and FEMA-compliant response. There are key tasks in each phase that we need to achieve, and this approach outlines a clear path through them.

Second, this phased approach promotes transparency and accountability, as clients can track progress and provide feedback at each stage, fostering a collaborative partnership. At Tetra Tech, we understand that transparency is key in creating long-term partnerships for the better of our communities. We will always be up front with Jefferson County. Finally, by presenting the information in this manner, we empower our clients to understand the full lifecycle and how Tetra Tech can serve as a valued partner throughout the year.



Reporting | Technology | Health and Safety

Based on Tetra Tech's understanding of the County and its needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the County to adjust the timing of the specific elements below to meet the County's needs.

Prior to an event with warning (such as a hurricane), our team will begin monitoring the landfall of any tropical system at Hour-96 and will coordinate via conference call with the County.

Following an event without warning (such as tornadoes or flooding), Tetra Tech will begin response at Hour-0.

Exhibit 9. Operational Response Timeline for Debris-Generating Events

Time	Task	Deliverables/Milestones
Pre-Event Planning		
Pre-event (normal conditions)	Meet with the County to review plans and documents	• Conduct annual pre-event meeting with the County and debris contractor • Review the County's disaster recovery contracts for FEMA compliance • Update critical documents and files, including any GIS files
H-96	Review capabilities and resources	• Contact the County and initiate daily conference call • Determine resource requirements from debris model • Review the County's emergency policies and contracts • Establish contact with the County's debris hauler and ensure Tetra Tech has the most up to date copy of the debris hauler contract
Incident Planning		
H-72	Execute responsibilities and activate contracts	• Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure • Review protocols for private property, gated communities, and public drop-off sites • Review debris management site (DMS) locations and follow up with the State on permitting procedures • Estimate equipment requirements and DMS capacity to haul and stage debris • Prepare ADMS technology for mobilization • Conduct regular meetings with County staff as requested
H-48	Monitor storm track and continue preparations	• Confirm staging location and begin mobilization of resources • Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the County and Tetra Tech headquarters (if necessary) • Review list of priority roads and the operational plan • Obtain GIS files for municipalities that the County will assist with debris removal • Continue to update and gather updates from the County's debris hauler
H-24	Prepare final reports	• Save all critical documents and files to the network drive, USB drive, and laptop hard drive • Certify emergency road clearance equipment (in coordination with the County's debris hauler) • Determine emergency road clearance priorities

H-0 ARRIVAL OF NOTICE EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT
Execution

		• Receive notice to proceed with not to exceed and begin emergency push • Maintain time and materials (T&M) logs for push equipment • Coordinate with the County to conduct preliminary damage assessments and road closures (if requested)
H +24	Emergency push	• Supervisors report to pre-designated locations and prep staff on project • Begin establishing ADMS infrastructure • Begin recruiting and training monitors, project coordinators, and data staff • Initiate opening of DMS locations • Follow up with State-level environmental regulations on debris permits (if required) • Work with the County to establish public information protocols to respond to concerns and comments • Continue emergency push
H +48	Emergency push/damage assessment	• Continue preliminary damage assessment • Develop debris cost estimate required for presidential disaster declaration • Develop operational plan for disaster-specific issues • Refine health and safety plan for disaster-specific issues
H +72	Disaster debris vehicle certification/site preparation	• Begin hauling truck certification • Install ADMS tower monitor infrastructure • Train monitors on policies, ADMS, and safety • Open public drop-off sites as requested

Recovery/Disaster Debris Collection Monitoring

H +96	Begin debris collection monitoring	• Assign monitors to trucks • Assign supervisors to monitors • Hold morning and afternoon meeting with County staff and debris hauler • Implement Quality Assurance/Quality Control (QA/QC) procedures
Week 1+	Right-of-way (ROW) debris collection monitoring	• Continue ROW collection • Address household hazardous waste (HHW) issues (if critical) • Issue daily reports/GIS maps • Hold daily meetings with the County, hauler, and/or State/FEMA as required

Week 1+	Data management and invoice reconciliation	• Staff citizens debris management hotline (if requested) • Define supplemental programs required (private roads, HHW) and prepare eligibility request • Provide ADMS reports and real-time monitoring access • Establish client GeoPortal to provide insight into project progress • Review truck metrics provided by <i>RecoveryTrac</i>™ • Initiate weekly reconciliation • Initial payment recommendations with retainage • Waterway debris removal; private property debris removal (PPDR) • Public drop-off sites
	Special projects (if required)	• HHW • Mud/silt/sand removal (from storm drains, ditches, etc.) • Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency

Reimbursement and Project Closeout

Week 1+	Reimbursement support/grant administration (FEMA, NRCS)	• Prepare damage/cost estimates • Compile supporting documentation (debris permits, debris contracts, etc.) • Liaise with local FEMA region officers, state-level emergency management representatives, U.S. Army Corps of Engineers (USACE), etc.
Week 3+	Financial recovery assistance staff engaged (if requested)	• Facilitate kickoff meetings with primary stakeholders • Draft a PA work plan • Conclude/review preliminary damage assessments • Gather documentation for project worksheet (PW) development • Identify opportunities for mitigation • Conduct site visits • Final reconciliation • Retainage release
Project completion	Document turnover/closeout	• Release hard copy files • Provide electronic database • Assist with PW development • Assist the County with long-term reimbursement • Audit assistance and appeal support if necessary

Ongoing Tasks

Throughout the duration of our project, various task areas such as technology, health and safety, and reporting are integrated seamlessly into Tetra Tech's workflow. Our daily efforts are supported by *RecoveryTrac™* automated debris management system (ADMS) software and other technology that evolves continuously, requiring constant updates and adaptations to meet project needs. Similarly, health and safety protocols are consistently monitored and adjusted to ensure the well-being of all involved. Ongoing reporting entails regular documentation to track progress and address any emerging challenges, ensuring transparency and accountability at every stage of the project. These processes occur concurrently, reflecting the dynamic nature of our project environment.

Technology

In the realm of a response following a disaster, our effectiveness is intricately linked to the technological resources at our disposal. The quality and capabilities of our response are directly proportional to the advanced tools and systems we employ, enabling us to mitigate the aftermath of any disaster scenario swiftly and efficiently. For Tetra Tech, that technology is *RecoveryTrac™* – the industry-leading software that powers our response activities.

***RecoveryTrac™* Automated Debris Management System**

Our team has spent years on research and development to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. *RecoveryTrac™* ADMS is the result of these efforts. *RecoveryTrac™* ADMS is a scalable and fully featured disaster management application designed to address the operational challenges faced during a disaster recovery project.

Our proprietary *RecoveryTrac™* ADMS technology was validated by the U.S. Army Corps of Engineers (USACE) in 2015 and again in 2023.

The system provides real-time collection of data and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program.

Tetra Tech has implemented *RecoveryTrac™* ADMS technology on our last 200 FEMA PA-eligible projects. On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts.

Tetra Tech's *RecoveryTrac™* ADMS system is regarded as the #1 debris tracking system in the industry for the following reasons:

- **Most Broadly Tested ADMS in the Industry** – *RecoveryTrac™* ADMS is a proven system that has been used to execute the largest USACE activations involving ADMS technology, including the State of California NORCAL Fire response and the State of Georgia Hurricane Michael statewide activations. During simultaneous response to Hurricanes Harvey and Irma in 2017, Tetra Tech deployed approximately 6,000 ADMS devices to collect and manage data for over 100 projects. **No other system has tracked and documented as much debris as *RecoveryTrac™*.**



- **Stable and Secure ADMS System** – *RecoveryTrac™* ADMS is the industry leader in secure data systems. The *RecoveryTrac™* system is securely hosted in the Microsoft Azure Government high-availability, cloud-based data center with restricted access and transaction-level auditing. The database is continually backed up and immediately replicated to an off-site location. The database is geospatially based and is maintained and synchronized with the reporting database in near real-time to maximize system performance, availability, and security.
- **Unmatched Flexibility to Meet the Needs of Any Client** – The system is designed to be fully customizable and allows for multiple data collection methods to streamline the debris collection documentation process with a focus on minimizing the cost to our clients and improving the visibility and transparency of debris project operations.
- **Unrestricted by Hardware** – Because *RecoveryTrac™* ADMS utilizes readily available hardware, there are no restrictions to the amount of ADMS units our team can provide. Our team stocks thousands of units and can expand to fit any client's needs, including multiple simultaneous activations.

Benefits of *RecoveryTrac™* ADMS

Ability to Respond. Combined with the on-hand inventory of thousands of handheld devices and the ability to rapidly procure additional equipment through preferred vendor relationships, Jefferson County can rely on our mobilization strategy for zero-day activations in disasters covering large areas with little or no-notice. **The on-hand inventory can be on-site and ready to use within 24 hours of a notice to proceed,** and additional needs can be met quickly (in most cases, 72 hours or less).

Simple and Intuitive. A key foundation of our mobilization strategy is the ability to quickly hire and train local residents and begin debris removal operations. The mobile application is simple to understand and intuitive, allowing most users to begin using the device once the standard monitor training is completed.

Cost Effective. *RecoveryTrac™* ADMS combines the advantage of automation and the desire of our customers to control costs by utilizing widely available commercial equipment and increasing the simplicity of operations.

Reliable and Stable. Based on the Android operating system, *RecoveryTrac™* ADMS is secure and reliable. This minimizes the interruptions in field operations due to technical difficulties and reduces the number of support personnel required to maintain the system.

Technical Support. *RecoveryTrac™* ADMS is designed to be self-repairing when possible; most support needs are resolved by field supervisors who are able to reach field monitors within 15–30 minutes in most cases. In addition,

RecoveryTrac™ ADMS Key Facts

- Owned and operated by Tetra Tech
- Thousands of mobile units on-hand and ready for state-wide multi-district mobilizations
- Meets USACE specifications for electronic debris monitoring handhelds
- Real-time situation awareness of field resources and efficient direction to support the County's priorities
- Real-time GIS web services for EOC information and visualization systems
- Capable of collecting data regardless of cellular service
- Automated photograph and GPS capture
- Provides reports and pass map tracking in real-time
- Minimizes chance of fraud through real-time monitoring
- Minimizes data entry and human error
- Expedites invoice reconciliation
- Intuitive and user-friendly

we have dedicated technicians at disposal sites and provide a field service center to maintain and repair equipment.

Truck Tracking. Our system is capable of providing with real-time location data for debris hauler assets. This translates into the ability to manage assets to those hardest hit locations or distribute assets more evenly based on issues such as first-pass completion, traffic patterns, and hot spots.

Real-Time, Customized Reporting. The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damages, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within *RecoveryTrac*™ provide real-time information that raises the bar for post-disaster project management.

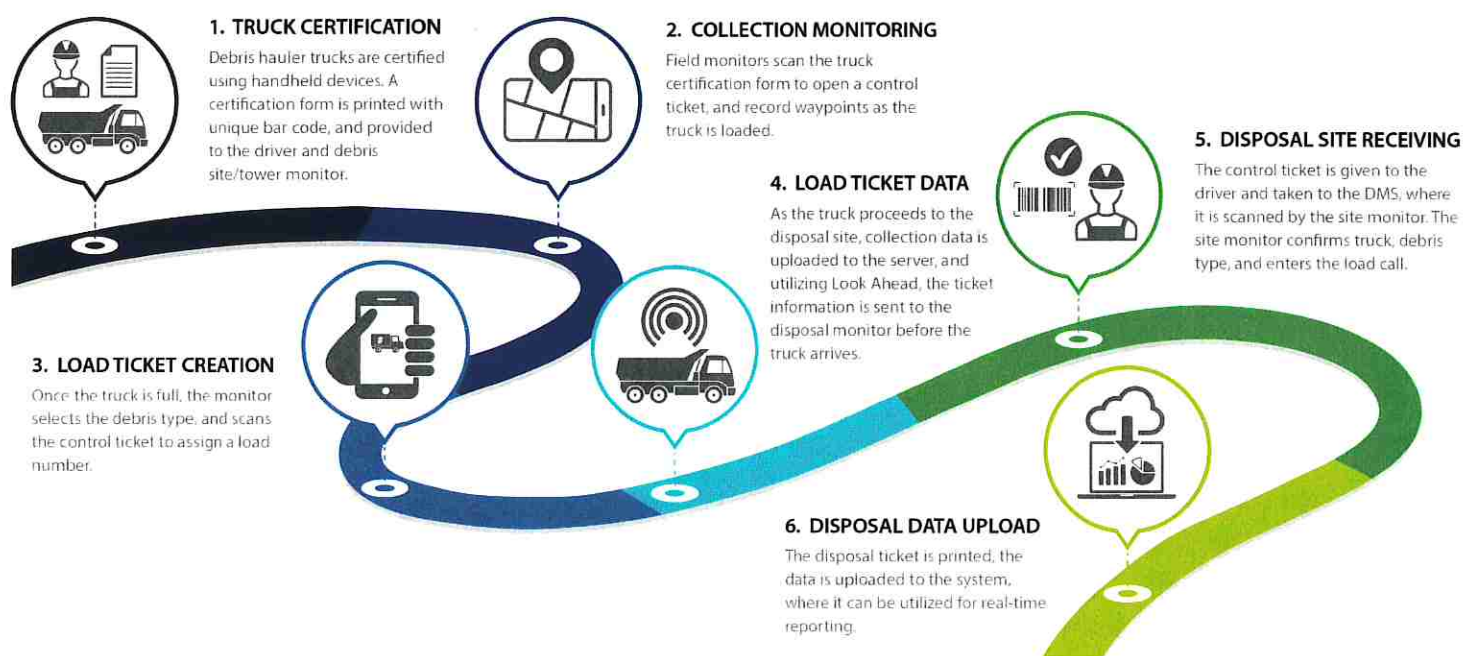
***RecoveryTrac*™ Flex: Kiosk Mode Feature**

The latest addition to *RecoveryTrac*™ suite is a kiosk mode called Flex. This function allows the completion of forms that repeat operation of the same form in a loop, increasing the monitor's efficiency. The demo at the QR code to the right walks you through the new *RecoveryTrac*™ mobile data collection tool called Flex. The demo highlights the Form Builder, Mobile Data Collection App, Completed Form Processing, and final Email Delivery. Another intuitive side of *RecoveryTrac*™ suite, users can easily push the required forms out to end users in the field. Once the field worker completes the form, the form is automatically uploaded when Internet connection is available.



The RecoveryTrac™ Process

The steps of the RecoveryTrac™ ADMS process are as follows:



Even when there is no cellular connection, the handheld devices continue to operate in connected mode; however, the data is stored on the device until a data connection is restored. The device periodically searches for this connection, and when services are device automatically uploads the stored ticket data.

RecoveryTrac™ ADMS Features

Tetra Tech brings significant experience and understanding in the design and build of disaster debris removal data management systems that offer data collection, storage, sharing, analysis, and reporting.

Because of our previous experience, we have several ready-to-use components already built and ready to deploy. These components can be quickly repurposed saving time and cost while ensuring field work starts quickly. Some examples of these existing capabilities and tools include:

Our operational and data experience with disaster debris monitoring, combined with the best GIS and data professionals in the industry, results in **top-shelf solutions to the most complicated data and tracking needs.**

Industry-standard ArcGIS Feature Services allows us to transmit *RecoveryTrac™* ADMS data as GIS layers by way of internet and serves as a foundational building block for client applications.

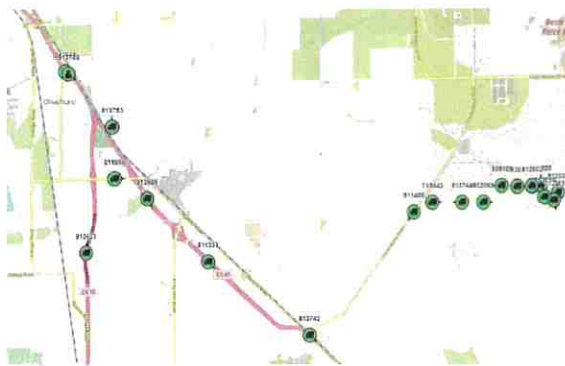
Services:

- [RT/RecoveryTrac_DebrisAuditData_RT2020](#) (FeatureServer)
- [RT/RecoveryTrac_DebrisAuditData_RT2020](#) (MapServer)
- [RT/RecoveryTrac_DebrisRemovalData_RT2020](#) (FeatureServer)
- [RT/RecoveryTrac_DebrisRemovalData_RT2020](#) (MapServer)
- [RT/RecoveryTrac_MonitorLocations_v1](#) (MapServer)
- [RT/RT2018_ProjectBoundaryData_v1](#) (FeatureServer)
- [RT/RT2018_ProjectBoundaryData_v1](#) (MapServer)
- [RT/RT2018_ProjectZoneData_v1](#) (FeatureServer)
- [RT/RT2018_ProjectZoneData_v1](#) (MapServer)
- [RT/RT2018_SiteObservationsIncidentData_v1](#) (FeatureServer)
- [RT/RT2018_SiteObservationsIncidentData_v1](#) (MapServer)
- [RT/RT2020_ProjectZoneData_v1](#) (FeatureServer)
- [RT/RT2020_ProjectZoneData_v1](#) (MapServer)

Initial Work Surveys document results of initial surveys to quickly collect, display, and summarize data into actionable operations planning. This data, including photographs, can be used to organize and deploy resources to improve speed and efficiency of the operation.



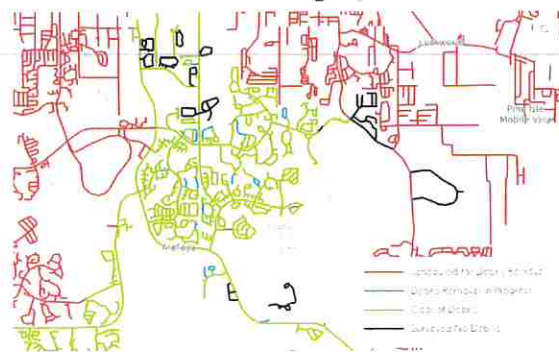
Fleet tracking is a powerful platform to manage mission resources, monitor and report on compliance. A key benefit of the *RecoveryTrac™* solution is the ability to start tracking simply and quickly without the need for expensive equipment installations, service contracts and other expenses of commercial tracking systems.



Fleet tracking data provides **complete route information**. The data can be made available to show live tracking or view route history. Transportation analysis services are available, or data exports can be provided for Jefferson County's requests.



An automated method of assigning **road pass status** to roadways. When a pick-up location is logged into the system, spatial analysis is performed to determine which roadways have been visited and which ones have yet to be cleared of debris.



Road Surveys are performed to determine if there is any remaining debris along the roadways. The extent and exact location of the frame is extracted and shown on the map as the video plays from the starting point until end point.



Health and Safety

As part of our on-site operations, Tetra Tech puts the health and safety of our staff first. Tetra Tech's employees are the foundation of our business and protecting them at all work sites is our highest priority. The company subscribes to the philosophy that all occupational incidents can be prevented and that no incident is treated as an acceptable event when we execute our work. To achieve this, the company's health and safety processes are a vital and integral part of our work.

Health and safety addressed in our operations and management systems is supported by strong leadership. Tetra Tech's leaders understand their responsibility and accountability to plan for safety and to ensure that safety measures are implemented. Preventing incidents also relies on a management system that regularly evaluates performance and identifies necessary adjustments to target continual improvement. The principal objectives of our program are codified in our written health and safety policy, which is endorsed and regularly monitored by the highest levels of our management team.

Industry Metrics for Tetra Tech's 2024 Health and Safety Performance		
0.47	0.37	0.12
US Experience Modification Rate (EMR) - average industry workers' compensation claims	2023 Enterprise-Wide Total Recordable Injury Rate (TRIR)	2023 Enterprise-Wide Lost Workday Incident Rate (LWDIR)

Tetra Tech is committed to workplace safety. As such, a project-specific health and safety plan will be developed for the scope of work. Field staff assigned to the project will be trained on the health and safety plan. Additionally, Tetra Tech project managers are well-trained and have completed courses such as OSHA HAZWOPER 40-Hour course and several FEMA independent study certifications.



Commitment to Safety

As a company that is committed to providing and maintaining a healthy and safe work environment for our employees, Tetra Tech's Health & Safety program is designed to address the hazards associated with our business and prevent injury and illness in the workplace. Tetra Tech intends to meet its responsibilities for health and safety by committing to the following:

- Complying with applicable standards, laws, and regulations
- Designating personnel accountable for implementing health and safety programs
- Communicating health and safety programs and practices throughout the organization
- Mitigating potential risks through hazard identification and assessment, employee training, and safe work practices
- Allocating sufficient resources to the program
- Implementing enforcement and accountability measures
- Establishing health and safety performance standards
- Management is responsible for ensuring that Tetra Tech workplaces are safe and that risks, hazards, and safety violations brought to their attention are investigated and promptly corrected.

Tetra Tech employees are responsible for complying with Tetra Tech's health and safety policy, programs and standards, and conducting their work safely and without detriment to themselves, other employees, or property. Compliance with health and safety program requirements are mandatory.

Reporting

Daily Report

Tetra Tech has a suite of reports that are automated from *RecoveryTrac™* ADMS and available in real-time via PC, tablet, or smart phone. Although the reports are available at any time to the County, Tetra Tech will submit a daily status report that includes daily cubic yards/tons collected by material and program, cumulative cubic yard/tons collected, number of debris monitors in the field, cumulative cubic yards/tons hauled to final disposal, and daily/cumulative hazard removals. Below is a sample of this report created for a recent project. Additionally, Tetra Tech takes pride in the customization of reports to meet our client's specific needs and provided reports tailored to any metrics not captured in the generic reports.

Exhibit 10. Daily Report Sample





Preparedness

Debris Management Plan Development and Review

The goal of a disaster debris management plan (DDMP) is to better prepare state and local governments to respond to and recover from a debris-generating event. DDMPs help communities restore public services and streamline public health and safety efforts in the aftermath of a disaster by outlining the coordination and debris removal management operations and integrating with the overall emergency management plan. DDMPs also provide the organizational structure, guidance, and standardized procedures for the clearance, removal, and disposal of debris caused by a major debris-generating event and outline pre-event preparations during times of normalcy, operations immediately prior to a known disaster threat, operations following the disaster event, and demobilization and closeout following completion of debris removal efforts.

As a leading provider of emergency management services, Tetra Tech knows what it takes to respond effectively and initiate recovery activities almost simultaneously while maintaining transparency for the public and elected officials. Our active involvement in response and recovery efforts enables us to develop realistic plans that can be effectively implemented during a response. Tetra Tech offers the County support with the various phases of debris management planning, development, and review, including:

- Vulnerability assessment
- Identification of management team organizational structure
- Working with leadership and stakeholders to establish and define roles and responsibilities
- Development of pre-event, immediate threat, response, and recovery checklists
- Development of public information programs for the various stages of response and recovery
- Debris estimation
- Analysis and identification of debris management sites (DMS)
- Development and evaluation of debris removal and disposal contracts

Contractor Procurement

Tetra Tech is well-versed in collaborating with other contractors to support our clients' needs. Should Jefferson County require assistance from other contractors and vendors to achieve the full scope of work or for additional services, we can help the County procure those services. If the initial scope grows and the County requires support in procuring the right vendors, Tetra Tech is also prepared to help develop language and review additional scope of works for inclusion in Request for Proposals; our team reviews for compliance and that all the County's needs are covered.

Debris Management Site Identification/Pre-Approval

Tetra Tech has industry-leading experience assisting local and state governments with locating and permitting DMS before a disaster event as well as post-disaster. Based on State environmental agency guidelines, DMS typically require baseline soil testing before use. We work with municipalities to pre-approve potential debris sites with environmental agencies.

Right of Entry Gathering for Private/Gated Road Debris Removal

Our team has administered many of the largest private property debris removal (PPDR) programs in U.S. history. We work with each County to follow their process, should they already have one in place, when managing debris generated from private property and gated communities. Tetra Tech assists communities with ensuring they have the legal authority via local and state ordinances to enter onto private property. We also assist with preparing submittal packages for FEMA to approve the program, promoting the right-of-entry (ROE) program with homeowners' associations and residents, and ensuring the program is properly documented.

Staff Training and Exercises

Tetra Tech will schedule annual training with County staff. The purpose of the training will be to ensure that Tetra Tech and the County are operating on a common operational platform and that the County is well prepared for the upcoming season. We will explain the documentation requirements of the FEMA Public Assistance Program and review the County's permitted debris management sites for appropriate use and capacity. In planning for each year's training, Tetra Tech and County staff will work out an agenda to include any pertinent topics that the County feels should be addressed.

Pre-Event Assistance

Efficient and effective recovery requires solid planning, and there is no more critical element of disaster recovery than preparedness planning. With hundreds of fulltime in-house planners, responders, exercise design specialists and subject matter experts, Tetra Tech has the depth, experience, and track record to support the nation's largest and most complex clients in planning for disaster. Specific elements of our preparedness planning efforts include testing, training, and exercise programs, debris management planning, and DMS permitting and compliance monitoring.

Annual Planning Meetings

Tetra Tech will meet with the County on an annual basis to provide:

- **Annual coordination.** Conduct annual trainings and meetings to plan and test execution protocols and identify potential risks/mitigation opportunities. This will include a half-day debris management training session.
- **Contract review.** Review contracts for understanding of contractual requirements and possible cost savings.
- **Communication systems checks.** Verify that communication systems function as designed and reporting needs are understood. Tetra Tech will provide a list of key personnel that may be involved in the disaster debris monitoring activities, including contact information.

Preparedness 1

With a thorough Preparedness phase, Jefferson County can rest assured that Tetra Tech is ready to support the County following any event that occurs. From the formulation of a development plan that outlines specific actions the County's agencies will take to the training programs that Tetra Tech will run for County employees, the end result is a County that is prepared for the possibilities that may lay ahead.



Response

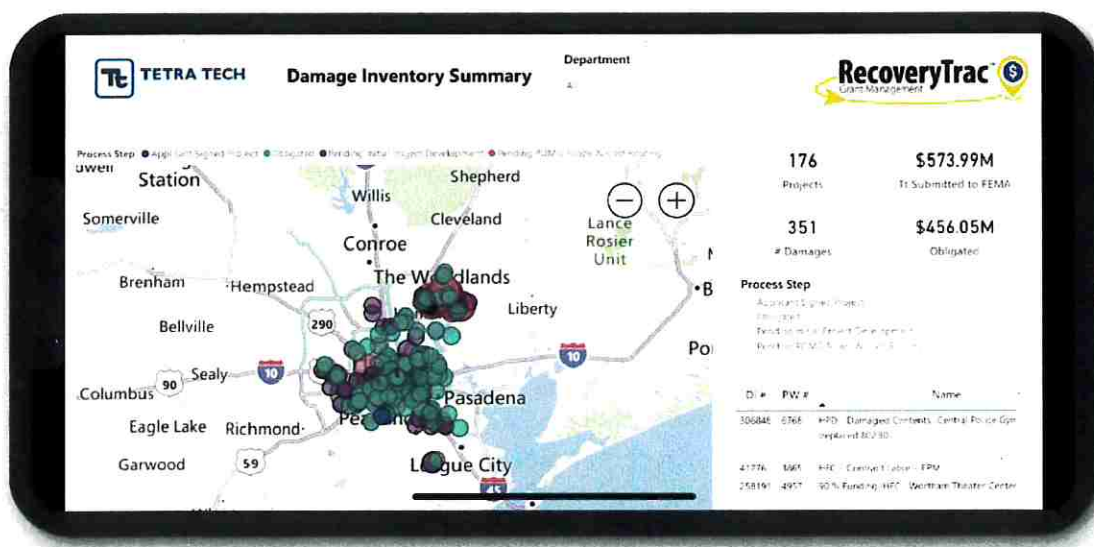
In the aftermath of a natural disaster or other event, swift action is imperative, with the first few days playing a pivotal role in the response. Upon receiving the Notice to Proceed, Tetra Tech's staff will swiftly deploy to the affected County. Their primary objective will be to set up the debris monitoring operations for success by rapidly mobilizing and training a local team, conducting damage assessments, securing the necessary permits, and more to aid in the recovery process.

Damage Assessment (Debris Estimation)

It is critical to understand estimated quantities of debris to adequately plan for project operations and mobilization. Tetra Tech has found that rather than relying on a single approach, a combination of debris-estimating methodologies generally produces a more accurate estimate. Tetra Tech's *RecoveryTrac*™ ADMS technology would be used to conduct damage assessments and collect supporting data, including photo documentation of damages.

The collected information would be reported real-time through web-based maps that depict damage assessment progress. Tetra Tech has recently supported damage assessment efforts for local governments following Hurricane Harvey in Texas and Hurricane Maria in Puerto Rico. A sample image of Tetra Tech's web-based damage assessment report is provided below.

Exhibit 11. Damage Assessment Report



Tetra Tech uses the following debris-estimating methodologies:

- Data-driven debris-estimating model.** Tetra Tech has developed a data-driven debris-estimating model that takes into consideration factors such as hurricane strength category, estimated storm surge, coastal households, amount of vegetative cover, dockage, and other unique factors to develop debris estimates for a community.

- **Field survey.** “Boots on the ground” Tetra Tech staff will also work to estimate the expected volume of debris. Tetra Tech’s experienced field staff complete windshield surveys, and the information collected is aggregated by an experienced project manager to generate field survey-based debris estimates.
- **Aerial surveys.** Finally, Tetra Tech can develop debris estimates using Unmanned Aircraft Systems (UAS, or more commonly drones) to estimate debris quantities from inaccessible areas. Tetra Tech drones can capture topographic survey data, including orthophoto, contour, digital terrain, and dense point cloud data to develop estimated volumes of debris within an impacted community.

Tetra Tech has utilized several methods to complete and document damage estimates and will work with the County to identify and deploy the preferred solution. In addition to the assessment conducted on the ground by both Jefferson County and Tetra Tech personnel, potential tactics include:

- Public-accessible QR codes to report damage
- GIS mapping
- Social media mining to geotag photos of damages
- UAS/drone documentation to identify most heavily impacted areas

Surveying Affected Areas for Special Situations or Emergencies

Tetra Tech will customize the *RecoveryTrac*™ ADMS system to meet the data capture needs of the special situation or emergency surveys outlined in the RFP (including identifying tree stumps, root balls and associated cavities, hazardous trees, construction and demolition debris, or other potentially hazardous situations). Benefits of using digital data capture and custom electronic forms include:

- **Integration with applications.** The *RecoveryTrac*™ survey tool can be integrated into Survey123, iForms, Collector, and other standard geospatial survey tools typically used for surveying affected areas.
- **Implementation of required fields.** Tetra Tech will designate required fields that must be completed on forms before the user can move on to the next data capture event. This avoids incidents of failure to capture key information in the field due to user error.
- **Standardized data entry.** Tetra Tech will use drop-down menus and pick lists whenever practical to standardize data capture. This approach avoids use of synonyms and personalized nomenclature that can hinder data analysis and cause confusion during data interpretation.
- **Direct correlation with project-specific database.** Tetra Tech’s electronic forms and custom database are developed in concert, allowing for direct mapping between data fields captured in electronic forms and those used within the database. These tools facilitate rapid and accurate upload and storage of data, without requiring manipulation of data.

After surveying and logging findings of special situation or emergency surveys, Tetra Tech maintains a list of potentially hazardous locations and situations. The *RecoveryTrac*™ database is used to coordinate and track the appropriate dispatch of staff and equipment to remediate the hazard, as well as reporting to the County on the status of the hazard, actions taken, and post-event status.

Integrated Mapping Solutions – Unmanned Aircraft Systems

Tetra Tech provides integrated mapping solutions using state-of-the-art mapping software, airborne and mobile sensors and camera systems, and a robust information technology infrastructure. Our clients receive

accurate, innovative geospatial and mapping solutions for commercial, governmental, and defense applications.

Evidence of this innovation in action is our disaster response team's utilization of Unmanned Aircraft Systems (UAS or more commonly, "drones") in a variety of applications to enhance our documentation and provide our clients with increased visibility into project scope and operations.

Our team has used UAS technology to help conduct damage assessments in communities affected by disasters. Data and imagery provided via UAS not only provides a more complete visual than photos alone, but also allow our team to survey areas that may be inaccessible after an incident. We can leverage this technology to reduce time spent accumulating ground survey data for large areas, to collect higher resolution data, and to provide real-time data capture to our clients. In addition to damage assessments, the technology is used in a similar fashion to provide increased visibility into debris removal operations and is particularly helpful for documenting parcel demolition and site remediation to better illustrate work progression throughout the course of a project. Our project teams have also used aerial imagery obtained from UAS to illustrate the progression of debris processing and removal at DMS locations.



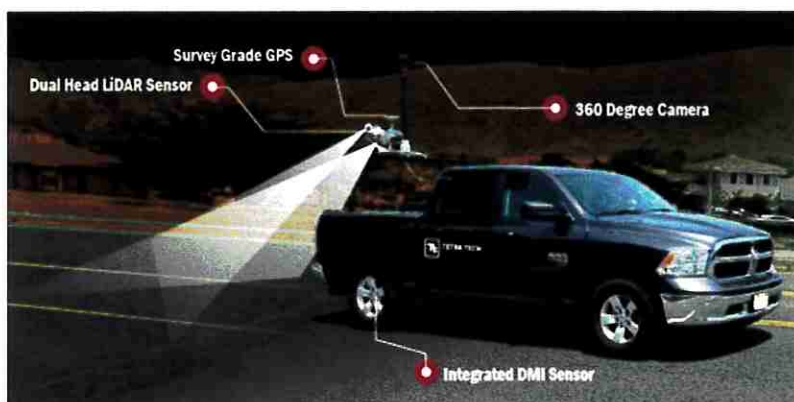
Our ASPRS-certified photogrammetrists, FAA-certified UAS pilots, certified geographic information systems professionals, LiDAR analysts, and remote sensing and survey professionals work together to provide the latest tools and technologies to support our clients' goals and objectives. Tetra Tech's geomatic technologies professionals support our clients with a full suite of services—from air, land, water, and desktop.

UAS technology is especially useful in monitoring waterway disaster debris removal projects. Oftentimes, ease of accessibility can be an issue when working the length of some waterbodies. By using the data provided by UAS, our project team can assess the area and develop smart workplans. Furthermore, aerial images provided by UAS can demonstrate work progression on waterways where visibility from the shore is obscured.

Video/LiDAR Roadside Survey

Another way that Tetra Tech can quickly capture and quantify damage resulting in faster obligation is Tetra Tech's continued focus on using "data-driven insight" such as Light Detection and Ranging (LiDAR). Tetra Tech has the capability to provide video and LiDAR roadside surveys to identify road damage and other hazards to provide a real-time, ground-level picture of the damage caused by disasters. These data captures can be taken prior to the disaster, immediately after the event, throughout operations, and upon closeout.

Once the data is collected, it is synchronized into a single geographic information services (GIS) viewer to see side-by-side comparisons at any point in



time the data capture took place. This “single viewer” approach can benefit the County whether to show progress, to identify hazards that need to be removed (e.g., hazardous hanging limbs in the right of way), or to deploy/assign resources to aid in expediting recovery.

FusionMap™ Technology

When planning for and responding to disasters, knowledge is one of our most powerful tools. The amount of damage that is caused by major disasters often means that in heavily impacted areas, response crews and the County emergency personnel may face significant barriers to assessing post-disaster impacts and may need to enter hazardous areas to survey damage.

To allow our clients to have the whole story at their fingertips, Tetra Tech has developed a unique FusionMap™ tool, which can be utilized if needed **within six hours of an event** to provide updated satellite imagery of an area post-disaster so that we can analyze and assess the situation.

Exhibit 12. Before and After Satellite Images of Lahaina in Maui County, Hawai'i



FusionMap™ is a leading-edge technology for AI-powered geospatial data visualization, asset extraction, and management with seamless GIS integration. FusionMap is scalable, modular, and easy to use. From roadway surveys to satellite image captures to AI capability of automatically detecting changes between scans, FusionMap is a forward-thinking instrument for the 21st century disaster response toolbox.

Training During an Event Response

In disaster response and recovery, training is not one-size-fits-all. Tetra Tech customizes formal trainings to the duties of each new employee, and hosts trainings in the Hiring Center with a Tetra Tech certified trainer. These trainings include modules specific to each client's needs and requirements, complete with information to ensure accurate field monitoring and ADMS implementation. By using interactive qualifying tools throughout training modules, Tetra Tech helps trainees better retain information while also screening and selecting the most qualified personnel as field monitors.

To properly instruct newly hired employees, Tetra Tech has developed a training program that includes modules specific to the County. These modules are complete with the information required to facilitate accurate field monitoring and ADMS implementation. Tools included in the training modules assist with the

retention of the material and assist Tetra Tech in screening and selecting the most qualified personnel for the monitoring task. Training module topics include truck certification, load site monitor responsibilities, disposal monitor responsibilities, hazardous trees monitor responsibilities, and field supervisor responsibilities. Project managers, data managers, and operations managers follow standard operating procedures and protocols established in our concept of operations plan.

During a debris recovery operation, Tetra Tech project managers and supervisors routinely examine the safety of field and debris staging site operations and have the authority to shut down unsafe operations. Debris staging site monitors are equipped with the appropriate personal protective equipment, which may include hard hats, appropriate footwear, reflective vests, hearing protection, and eye protection. Additionally, Tetra Tech project managers conduct regular tailgate safety sessions with their field employees to alert them of potential work hazards and review safe work practices.

EOC Staff Augmentation

Tetra Tech stands ready to serve as a force multiplier for Jefferson County's staff in the event of an emergency, disaster, or preplanned special event by providing appropriate staff augmentation services as well as administrative support to the EOC. Tetra Tech's cadre of trained, credentialed, and experienced emergency management professionals have real-world experience in almost every EOC position from executive leadership to administrative support. Many of our team members have served on Incident Management Teams (IMT) or are former state and federal executive leaders who can provide proven expertise gained via real-world disaster response and recovery experience to serve in operational, advisory, liaison, and advocacy roles. All emergency management staff proposed to support SEOC operations have direct EOC management and operations experience.

Having served over 300 state and local government clients in response to over 90 declared presidential disasters, our staff has the experience to begin operations in multiple EOC roles on day 1 of this contract. Our work includes rapidly deploying professionals to support EOCs, logistic staging areas (LSA), FEMA's Joint Operations Centers (JOC), or Forward Operating Bases (FOB). During response operations, Tetra Tech fulfills command and general staff positions or direct support to the mission. We routinely support the following activities:

- Incident Action Plan (IAP) and Situation Report (SitRep) development
- Emergency and Recovery Support Function coordination
- Geographic Information System (GIS) Dashboard preparation
- Resource management and disaster logistics
- Preliminary damage assessment
- Finance/Administration Section support
- Joint information system/center support

Public Information

Tetra Tech is prepared to assist with developing a means for the County to manage inquiries from residents regarding the debris removal process. Tetra Tech has staffed debris hotlines for some of the largest disasters that have impacted the United States and can help the County establish and staff a debris hotline (including supplying equipment, phone lines, etc.) to respond to public inquiries and concerns.

Public information for debris operations should focus on two components: safety for handling debris and proper set-out procedures. Many hurricane-related injuries and deaths occur after the incident because citizens do not safely address disaster damage and debris. Some of these deaths and injuries could be avoided if residents were provided timely information on how to safely address disaster-related damage to their homes. Public information for residents should include safety precautions for assessing their damaged homes and operating dangerous equipment to remove debris. In addition to safety instructions, proper set-out procedures are critical to ensure that the County can maximize recycling opportunities, reduce impacts to landfill capacity, and maintain efficient debris removal operations.

Public information should include instructions for residents to properly separate their debris streams such as HHW, electric waste, construction and demolition debris, vegetative debris, and white goods. Public information should provide residents with specific instructions for separating and bundling their debris and include any information for citizen drop-off locations.

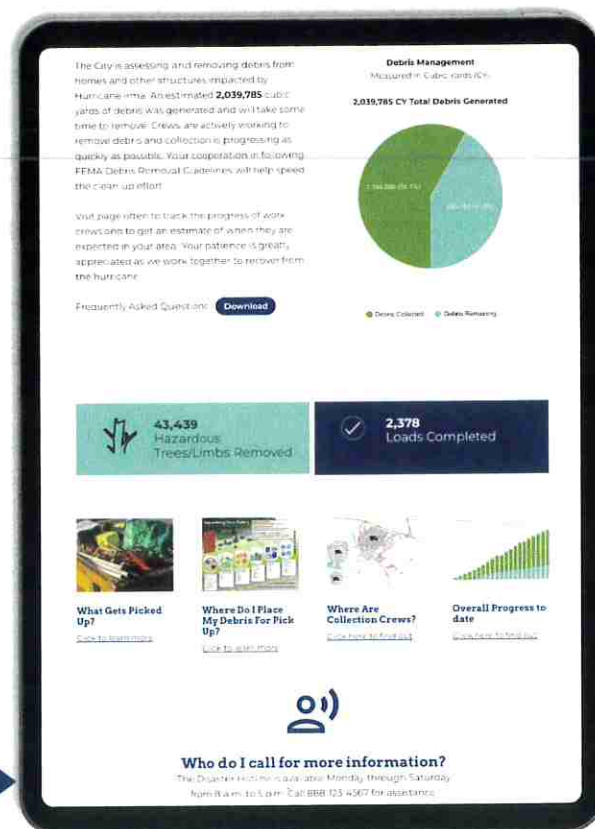
Public messages must meet the needs of the community to ensure all populations receive and understand critical information in a culturally appropriate and effective manner. Tetra Tech will coordinate with the County public information officer to ensure the correct information regarding debris operations is provided to the public in a format that is accessible to the County diverse population, in a language all can understand.

Exhibit 13. Public Information Campaign



Flyer detailing debris separation and placement guidance for residents.

Public-facing website detailing collection information, debris removal status, and more.



Call Center Operations

Emergency events place tremendous stress on public information centers. Tetra Tech routinely provides call center operations to our clients following natural disaster events. We can deploy a remote call center with

trained staff if needed by the County. With our experienced team and advanced technical infrastructure, Tetra Tech can quickly assess needs and provide an end-to-end solution that includes a communications plan, toll-free numbers, operator staffing, call documentation, and reporting. Providing this service allows our clients to focus on the problems at hand, while staying connected and responsive to the community's need for information. Tetra Tech has provided these services to communities impacted by some of the worst disasters of our time.

Tetra Tech successfully operated a call center for Harris County OHSEM following Hurricane Harvey in 2017 and stood it up within 24 hours of a Notice to Proceed. We have also provided this service to Osceola and Polk County, FL following Hurricane Irma; and the City of Houston, City of Galveston, Galveston County, and Montgomery County, Texas, following Hurricane Ike.

Emergency Roadway Push

During the emergency push period, debris removal contractors coordinate with Jefferson County crews to clear blocked roadways for emergency vehicle passage. Tetra Tech can support the County with emergency push efforts. Tetra Tech services may include the following:

- Document blocked roads that require immediate clearance
- Help staff maintain maps or databases to track road clearance progress and other essential tasks
- Administer the sign-in and sign-out of labor and equipment to track time and materials (T&M) charges
- Maintain reimbursement documentation of emergency push work
- Coordination with the County to conduct preliminary damage assessments and road closures
- Establish public information protocols to respond to concerns and comments

Debris Management Site Permitting

Once the activation has started, we work with the County to ensure we have the proper permits in place. We can assist the County in reaching out to environmental agencies to ask them to validate the pre-approval, as well as ensure a historical review is conducted. Once permits are issued, the hauling contractor can begin setting up the debris monitoring sites. We will work in conjunction with the haulers to ensure that our own operations are ready to go.

Truck Certification

Tetra Tech uses the *RecoveryTrac*™ system to electronically certify all trucks used in an activation. Our team follows a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement. Our certification includes:

- Unique truck numbers for contractor crews and equipment
- Automated truck certification form, including:
 - FEMA guidelines on truck certification documentation and volume calculations
 - Barcode for automated ticket scanning
- Vehicle notations on the truck certification form and vehicle placard, informing tower monitors of sideboards, tailgates, or other modifications
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

Exhibit 14. Truck Certification Report

Project: CITY OF TULSA - OK SEV...

Certification Date: 02/13/2024

Truck: *All

Show Photos? ☒ True ☐ False

CITY OF TULSA - OK SEVERE STORMS AND TORNADOES - ROW COLLECTION - Truck Certification Details

Contractor: GREENBELT TURF

Sub-Contractor 1: CAMO FARMS

Sub-Contractor 2	Truck No.	Capacity	Cert Date	Status	Vehicle Tag	Vehicle Type	Vehicle Features
☐ N/A	820040	56	02/13/2024 7:02 AM	ACTIVE	CR196 (OK)	HYDRAULIC DUMP TRAILER	CURVED/ANGLED SIDE/FLOORS.

Driver-Placard View

Side View

Back-Interior View

Front View



Primary Box (L x W x H): 498x98x44 = 2147376.0 (+/-)

Type: Other (L x W x H): 498x49x20 = 122010.0 (+/-2)

Type: Other (L x W x H): 498x49x20 = 122010.0 (+/-2)

Total Volume: 2635416.0 Cu Inches (/46656) = 56.49 CuYds

☐ N/A	836649	56	02/13/2024 7:24 AM	ACTIVE	BW 4019 (OK)	HYDRAULIC DUMP TRAILER	CURVED/ANGLED SIDE/FLOORS.
☐ N/A	820041	66	02/13/2024 7:56 AM	ACTIVE	PG 6097 (OK)	HYDRAULIC DUMP TRAILER	
☐ N/A	820042	66	02/13/2024 11:13 AM	ACTIVE	CW 6905 (OK)	HYDRAULIC DUMP TRAILER	DOG BOX.

Page 1 of 1



Response

2

Throughout the Response phase, Tetra Tech is cognizant of the various pressures that the County is facing from its residents, elected officials, and in the case of a major event, the rest of the country. Following a notice to proceed, we activate quickly to get the community the relief it needs. Each part of this phase is integral in ensuring that life gets back to normal for the residents of Jefferson County.

Recovery

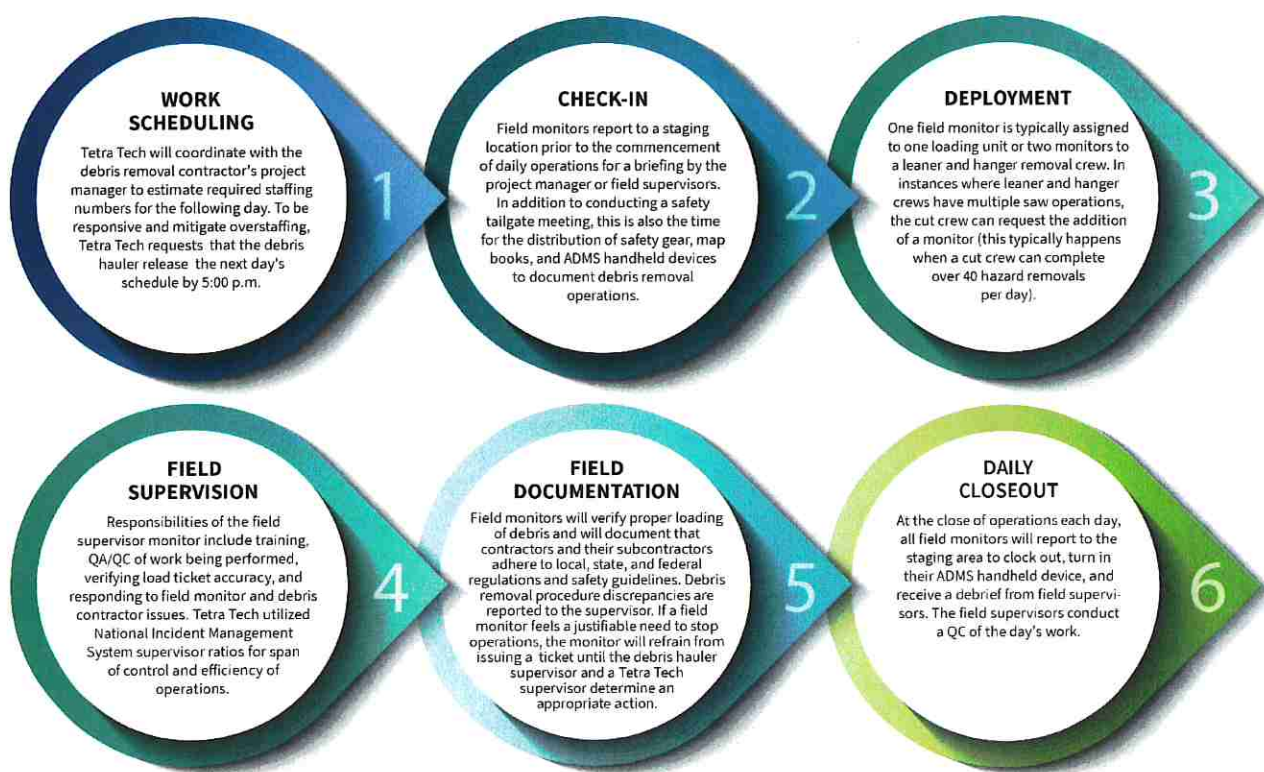


Recovery

3

Throughout the Recovery phase, the Tetra Tech team follows a systematic approach to ensure the daily operations run smoothly. By receiving the debris hauler's schedule by 5:00 p.m. on the previous day, Tetra Tech is able to staff adequately and inform monitors if they are needed for work. A thorough check-in and assignment process gets the day started on the right foot. As the teams complete the work that is detailed on the following pages, both field monitors and field supervisors have checklists and documentation to complete throughout the day to keep compliant records. The teams return to the staging area at the end of the day to return equipment and report out before the field supervisors conduct a quality check of the work.

Exhibit 15. Daily Field Operations



Right of Way Monitoring

Our *RecoveryTrac™* ADMS technology allows the County to view debris collection points, truck locations, monitor locations, damage, incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to field monitoring. For the County's private/gated communities, we return to the ROEs that were collected in the Preparedness phase; for any communities that did not have the pre-work completed, we then work with them to get the paperwork completed.

At each debris collection point, the field collection monitor marks the waypoint or location of the debris pile to collect GPS coordinates. The map below displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real time and can be filtered by date. Through *RecoveryTrac™* ADMS, we have the ability to overlay road layers on the map to track pickup collections on County-maintained roads, as well as State roads once the Department of Transportation has completed their pass through.

Exhibit 16. ROW Monitoring after Hurricane Sally in Baldwin County, Alabama

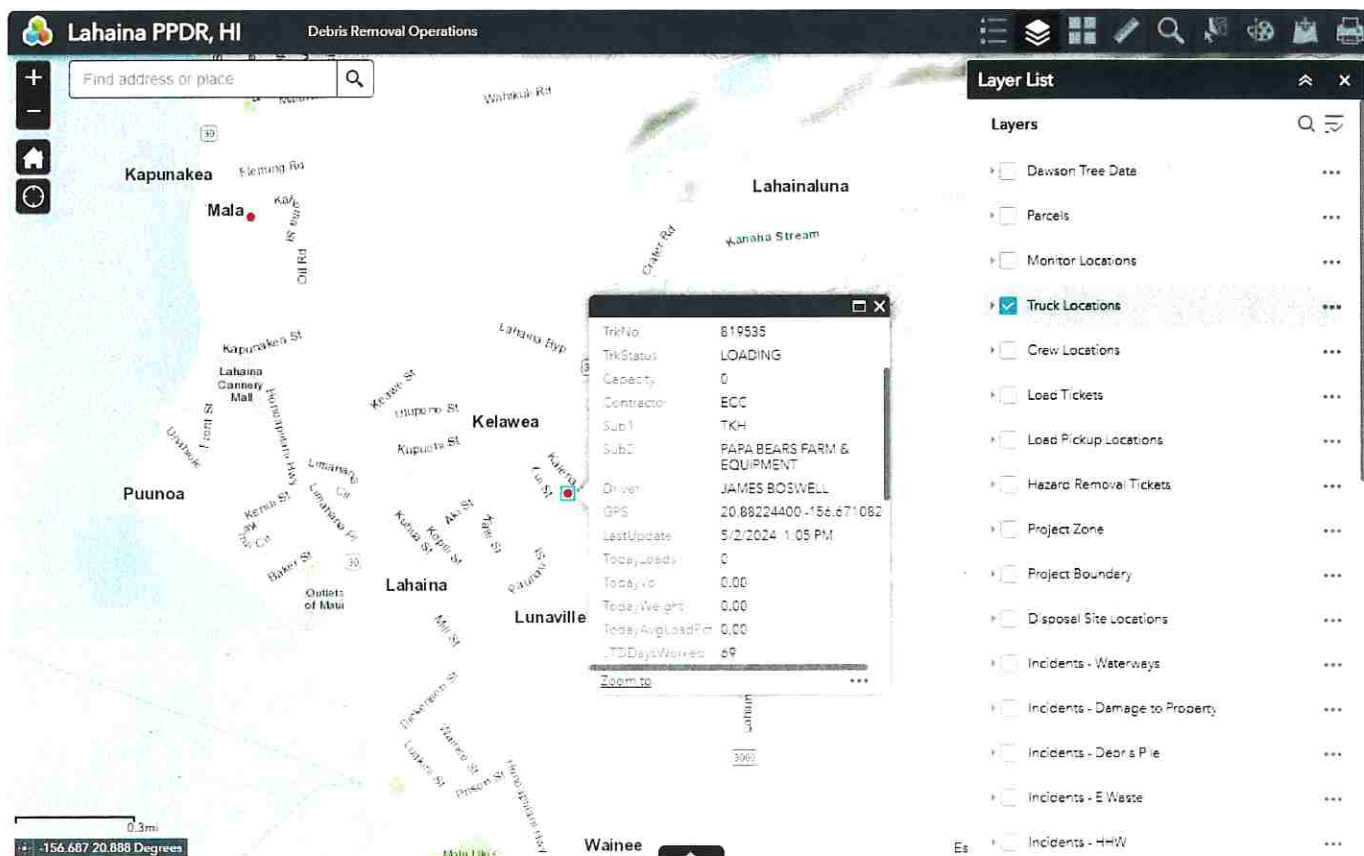


Exhibit 17. Waypoint Collections



An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this location information, Tetra Tech can view monitor locations and truck locations in real time, as demonstrated below.

Exhibit 18. Truck Locations



Hazardous Tree/Stump Monitoring

Guidance established by FEMA requires supporting photo documentation for each ticket issued for hazardous tree or hanger removal services. The previous standard for monitoring firms was to take supporting photographs with a digital camera and manually associate the photos to each tree ticket. Tetra Tech utilizes ADMS technology to automatically associate photographs for all hazardous tree and hanger removal operations, which eliminates the potentially extensive labor associated with this task. Additionally, our ADMS technology and software is designed to manage photo documentation by compressing and securely storing photos for field validations and audits in real time. The ability to associate photo documentation to unit rate tickets is critical for FEMA reimbursement, QA/QC, and fraud deterrence.

As work in the field is completed, the information and supporting photos are uploaded directly to our database for QA/QC checks. A QA/QC manager verifies that the photographs comply with FEMA regulations and that all measurements meet the County's contractual agreement with the contractor.

Exhibit 19. Hazardous Tree Removal

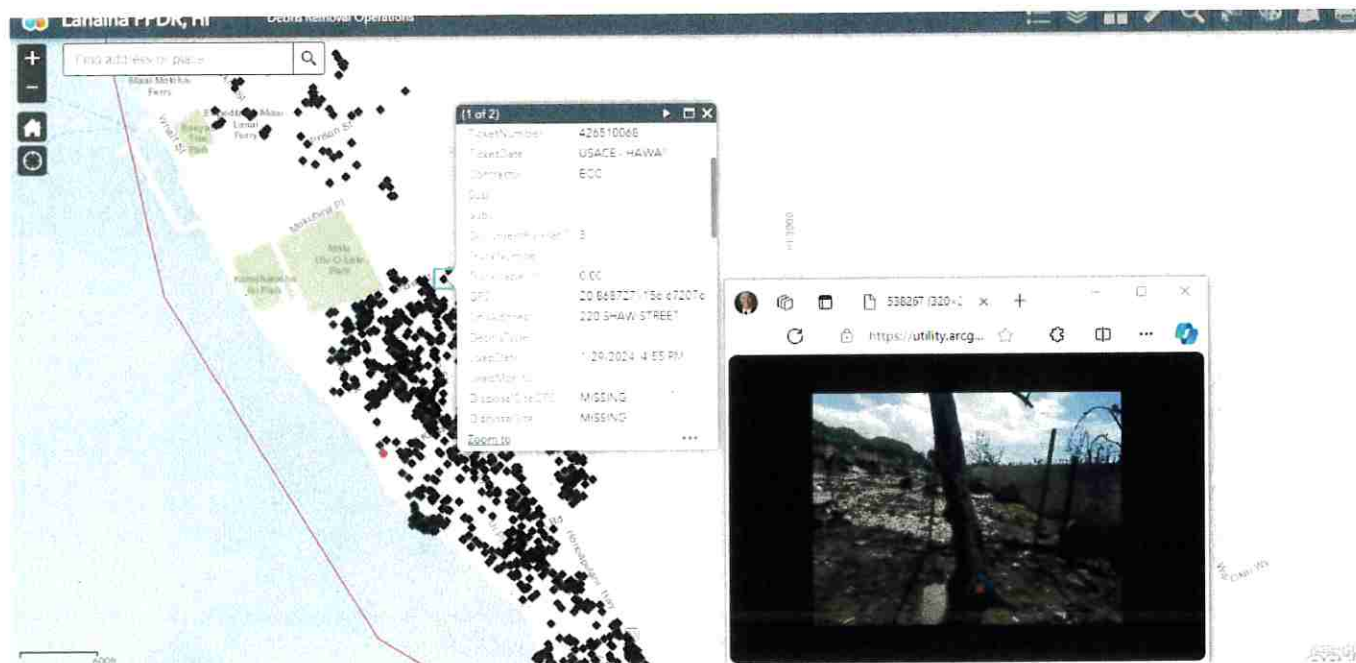


Exhibit 20. Real-Time Ticket Report

Project: USACE LAHAINA WILDFIRE

Ticket Type: LOAD TICKET

View report

Show Tickets Starting: 05/01/2024

and Ending: 05/01/2024

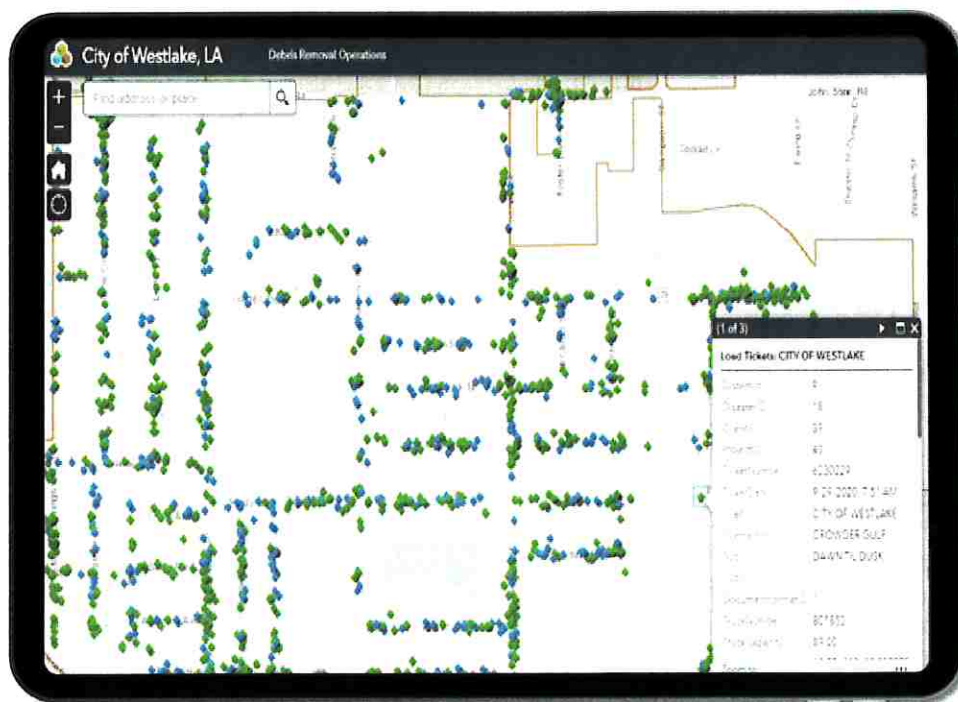
RecoveryTrac Reconciled Ticket Data Export

Date	Ticket No.	Trans No.	Quan.	UOM	Service Description	Service Code	Rate	Amount	Trk/Crw No.	Truck Cap.	Load Call
5/1/2024 12:00:00 AM	9493633	1	7.66	TON	NON-ASB CONCRETE HAULING TO RECYCLING FACILITY	1229	1.00	7.6600	819536	0.00	0
5/1/2024 12:00:00 AM	9493633	2	7.66	TON	RECYCLING - NON-ACM CONCRETE	1239	1.00	7.6600	819536	0.00	0
5/1/2024 12:00:00 AM	9493633	3	7.66	TON	ADMS TRACKING	1242	1.00	7.6600	819536	0.00	0
5/1/2024 12:00:00 AM	9654408	1	11.11	TON	NON-ASB CONCRETE HAULING TO RECYCLING FACILITY	1229	1.00	11.1100	825589	0.00	0
5/1/2024 12:00:00 AM	9654408	2	11.11	TON	RECYCLING - NON-ACM CONCRETE	1239	1.00	11.1100	825589	0.00	0
5/1/2024 12:00:00 AM	9654408	3	11.11	TON	ADMS TRACKING	1242	1.00	11.1100	825589	0.00	0
5/1/2024 12:00:00 AM	9492719	1	4.14	TON	HAULING ASH/DEBRIS/SOIL ROLLOFF TO WEST MAUI LF	1225	1.00	4.1400	836699	0.00	0
5/1/2024 12:00:00 AM	9492719	2	4.14	TON	DISPOSAL - ASH/DEBRIS/SOIL/ACM CONCRETE/VEGETATIVE	1237	1.00	4.1400	836699	0.00	0

Unit Rate Ticket Geoportal Report

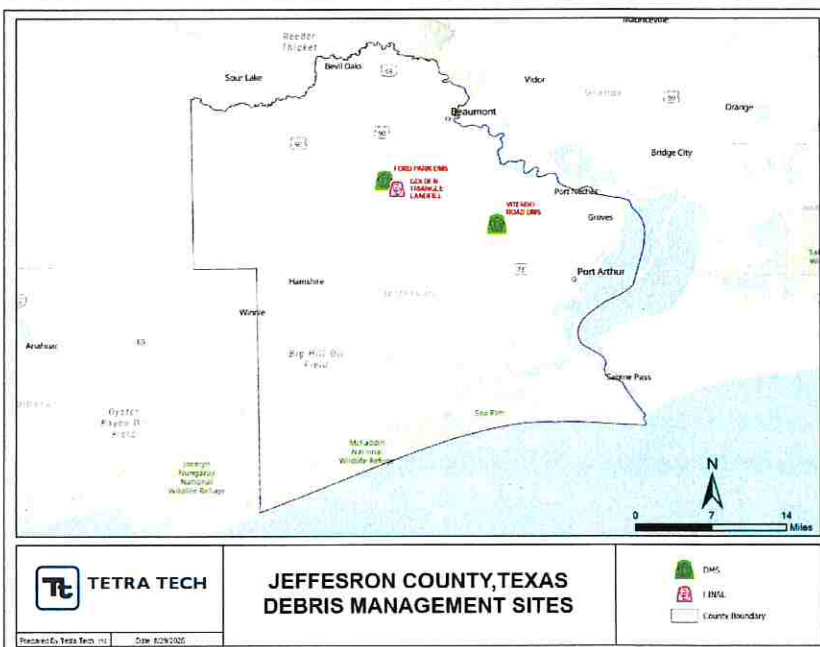
As monitors complete unit rate tickets for hazardous trees or hangers, their locations are logged and collected. The map below displays locations where hazardous tree or hanger removals were documented in the field. Clicking on the marker allows the user to review the data and photos collected by the field monitor (see example below). The unit rate ticket report is updated in real-time.

Exhibit 21. Unit Rate Ticket Map



Debris Management Site (DMS) Operations

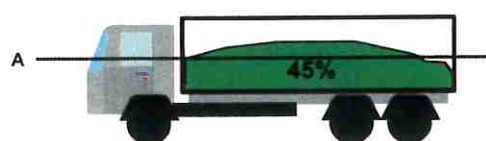
As DMS are activated, Tetra Tech will provide a minimum of two (2) disposal monitors per site, which may scale depending on site layout and operational needs. The disposal monitors will verify that the debris contractor passes through the DMS, analyze the drive time of the contractor, and verify accurate and complete documentation. Several daily audits will be performed by project managers and supervisors to verify that load call data is consistent and accurate.



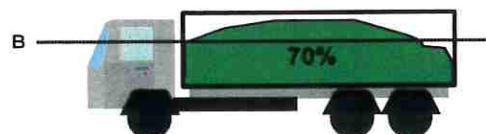
Documentation kept by Tetra Tech DMS disposal monitors includes:

- **Load Ticket.** Documents that debris removal complies with all FEMA requirements.
- **Disposal Monitor Log.** Used as backup documentation as required by FEMA.
- **Scale Manifest Tickets.** For weight-based debris hauling contracts, Tetra Tech will digitize and catalog scale tickets.
- **Incident Report.** Tetra Tech will document property damage, arguments, unsafe practices, and injuries.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a DMS frequently to create a visual timeline of the site.
- **QA/QC of Field Tickets.** Disposal monitors review and verify collection monitors' work in the field.

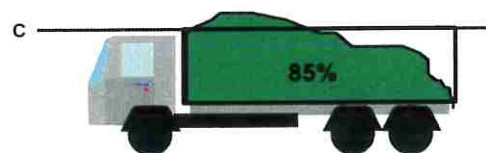
Exhibit 22. Load Call Estimate Examples



Example A. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 45 percent.



Example B. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 70 percent.



Example C. The mounded portion at the front of the load offsets the area in the back where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 85 percent.



Example D. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 95 percent.

Following the completion of work at the DMS, the baseline soil testing is used to verify site remediation is complete.

Residential Drop-Off Sites

Residential drop-off sites offer a valuable opportunity for residents to manage disaster debris onsite. To meet FEMA eligibility criteria, the County must ensure that only its residents utilize these sites, while also preventing commercial debris contractors from misusing them. Tetra Tech stands ready to support the County in monitoring these residential drop-off locations, confirming Jefferson County residency before residents unload their debris, thereby ensuring compliance with FEMA regulations.

Specialty Program (PPDR, Waterways, Drainage, etc.)

Specialty Programs

Commercial

For commercial properties, Tetra Tech plays a crucial role in swiftly clearing debris post-disaster, minimizing disruptions to business operations. We

Specialty Programs	
	supervise the thorough removal of debris, safeguarding the property from potential structural damage and allowing for businesses to then schedule any necessary repairs. Tetra Tech helps commercial properties resume normal business operations quickly, mitigating financial losses and maintaining the trust of their tenants, customers, and stakeholders.
Private Parcel PPDR	Tetra Tech works with homeowners to ensure we have the proper right-of-entry (ROE) paperwork necessary to perform services on private parcels. Whether it's debris collection, reconstruction, demolition, or hazardous tree surveillance, we work with homeowners and ensure the projects are properly documented.
Demolition	Tetra Tech has successfully managed the demolition of over 22,000 uninhabitable residential and commercial structures. We leverage Unmanned Aircraft Systems (UAS) technology to enhance visibility during demolition operations, enabling comprehensive documentation of parcels to effectively track project progress over time.
Waterways and Drainage	Tetra Tech offers extensive services for waterway and drainage system debris removal programs. This includes support in documenting maintenance programs, assessing legal responsibilities and scope eligibility, conducting post-disaster damage assessments (including drone surveys), overseeing right of entry/access programs, and managing field monitoring and storage site operations.
Parks	Tetra Tech is often called upon by local governments to monitor the collection of debris from public parks. The collection and supervision of debris monitoring in County parks results in swift restoration, allowing these public spaces to reopen for community use. Prompt removal of debris mitigates safety hazards, preserving the integrity of park facilities and protecting visitors from potential harm. Additionally, efficient debris management enhances the overall aesthetics of the parks, fostering a sense of normalcy and well-being in the community following sometimes devastating events.
Beaches	Beaches frequently serve as the main attraction for tourists visiting communities; therefore, expeditiously reopening beaches after disasters is crucial. Eliminating hazards such as pressure-treated wood from beach walkovers is essential for public beach access restoration. Tetra Tech has a proven track record of aiding coastal communities in overseeing debris removal and sand screening/replacement operations eligible for reimbursement through the FEMA Public Assistance program.
Vehicles and Vessels	Tetra Tech can support the County in documenting the whereabouts and quantities of vessel and vehicle debris within its jurisdiction, facilitating the presentation of a compelling case to FEMA for program approval and funding. Prior to submission, the County must demonstrate its legal obligation to clear the debris and confirm that it is not the responsibility of other state or federal agencies like the USACE or the NRCS.

Data Management/Invoice Reconciliation

The *RecoveryTrac™* system significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech.

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the *RecoveryTrac*™ database to generate transactions applicable to contract terms for tickets issued to each debris contractor. Prior to the start of debris removal operations, Tetra Tech will meet with the debris contractor(s) to review:

- The invoicing processes
- Contract services established in our database
- Tetra Tech data tools available for their use
- Any other accounting needs as tasked by the County

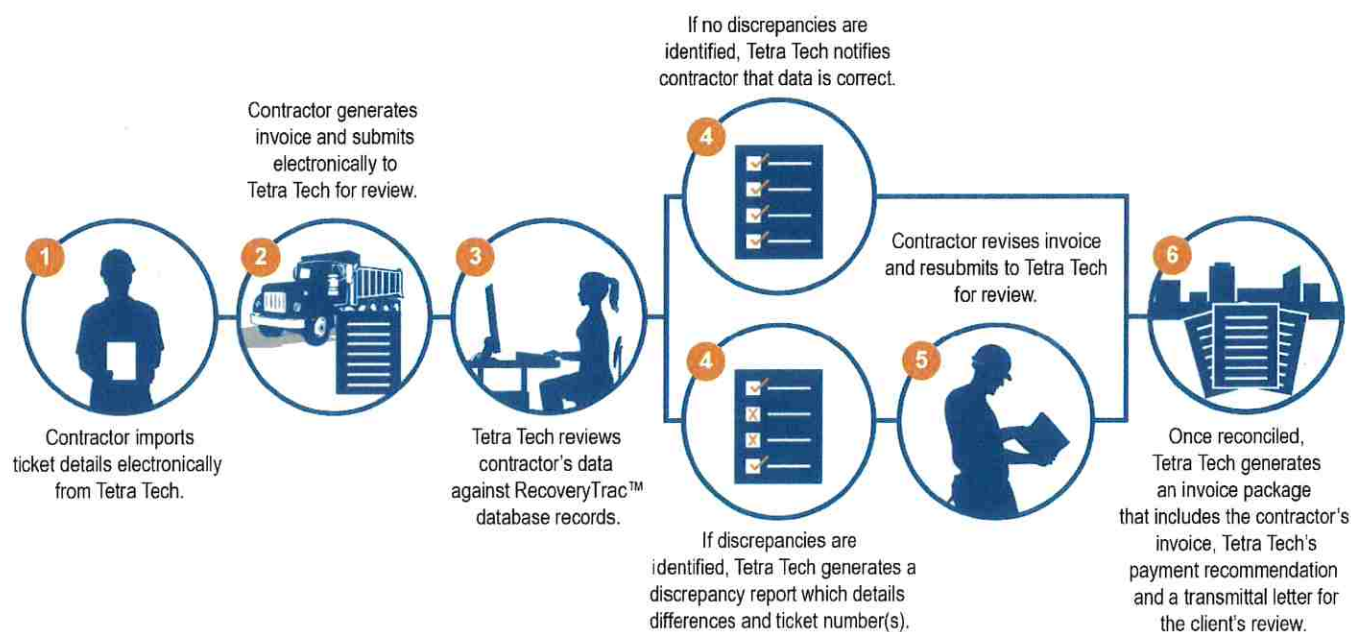
If *RecoveryTrac*™ ADMS will be used to document the debris contractor's work, Tetra Tech will review the automated reports generated by the system to verify that the dataset is sufficient to reconcile with that contractor's subcontractors, and to generate invoices for payment by the County. If another cost tracking system will be used to document the debris contractor's work, Tetra Tech will review the work that has to be documented to verify that our staff will be able to capture the information needed for accounting and invoice review.

Our invoicing process includes several real-time QA/QC checks throughout the day, and a final daily comprehensive data analysis is performed at the close of operations. A final QA/QC check is completed when the debris contractor sends the invoice dataset to Tetra Tech for reconciliation. Incongruencies in the debris contractor's data are flagged for review and must be resolved prior to the issuance of a final invoice.

Whether using *RecoveryTrac*™ ADMS or paper logs, Tetra Tech will use our *RecoveryTrac*™ database to store and review data generated in the field documenting debris contractor work. Several QA and QC checks of data will occur before the dataset is ready for reconciliation with the contractor. Services related to debris contractor work order or change order charges are also tracked within the system.

Tetra Tech will submit invoices within the timeframes determined by the County. The process for contractor invoice reconciliation is as follows:

Exhibit 23. Summary of Contractor Invoice Reconciliation Process



Tetra Tech's Payment Recommendation Reports provide summarized and reconciled totals for contractor invoices.

Exhibit 24. Payment Recommendation Report

Payment Recommendation Report

Tuesday, April 23, 2024

Invoice Cover Information

Applicant: CITY OF TULSA
 Contractor: CTC DISASTER
 Disaster: OK- SEVERE STORMS AND TORNADOES
 Invoiced Date Range: FROM 10/29/2023 TO 11/04/2023

Invoice Number: 21624
 Date Of Invoice: 11/07/2023
 Gross Amount per Invoice: \$169,522.00
 Amount Held in Retainage: \$0.00
 Net Amount Invoiced for Payment: \$169,522.00

Supporting Electronic Backup Summary

Code	Matching Service Description	Invoiced Qty	Invoiced Rate	Invoiced Total
2C	REMOVAL OF HAZARDOUS TREES 25-36.99 IN	8.00	\$175.00	\$1,400.00
2B	REMOVAL OF HAZARDOUS TREES 13-24.99 IN	15.00	\$95.00	\$1,425.00
1A	REMOVAL OF HAZARDOUS LIMBS > 2 IN	2,476.00	\$67.00	\$165,892.00
2A	REMOVAL OF HAZARDOUS TREES 6.01-12.99 IN	18.00	\$30.00	\$540.00
2D	REMOVAL OF HAZARDOUS TREES GREATER THAN 37 IN	1.00	\$265.00	\$265.00
Total Amount of Supporting Electronic Backup Data (This amount pending reconciliation):				\$169,522.00
Amount Adjusted (Deducted) from Gross Invoice Total (Backup Difference):				\$0.00

100% Payable Transactions:

Ticket Item	Invoiced Qty	Invoiced Rate	Invoiced	Tetra Tech Match	Resolved Date	Resolved Qty	Rate	Resolved Value	Adjustment	Reason
110361028-1	1.00	\$67.00	\$67.00	110361028	10/30/2023	1.00	\$67.00	\$67.00	\$0.00	Verified and Approved
110361029-1	1.00	\$67.00	\$67.00	110361029	10/30/2023	1.00	\$67.00	\$67.00	\$0.00	Verified and Approved
110361030-1	1.00	\$67.00	\$67.00	110361030	10/30/2023	1.00	\$67.00	\$67.00	\$0.00	Verified and Approved
110361031-1	1.00	\$67.00	\$67.00	110361031	10/30/2023	1.00	\$67.00	\$67.00	\$0.00	Verified and Approved

Quality Assurance

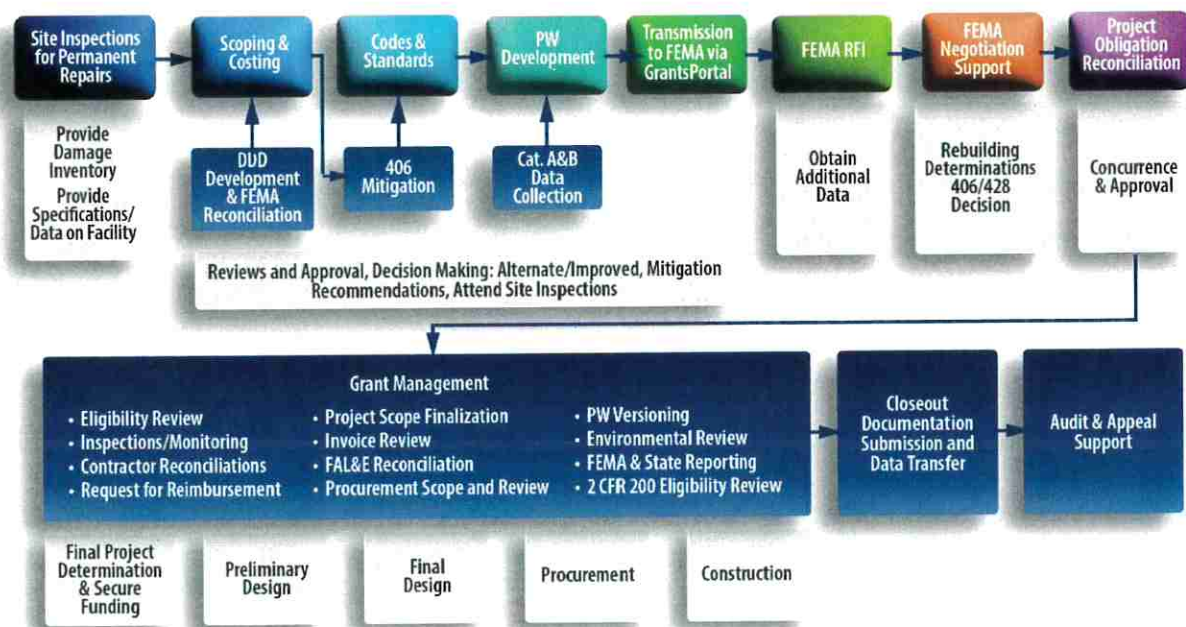
Implementing comprehensive QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Throughout years of experience assisting local governments with recovering from disasters and the subsequent audits, Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations. For example, monitors no longer have to carry a GPS device and manually write in GPS coordinates because this is logged automatically.

Due to the real-time information collected by our ADMS technology, Tetra Tech can establish a virtual command center to audit project information during the collection process and correct issues as they appear. For example, our ADMS technology provides reporting and tracking on any missed debris piles. This allows Tetra Tech to improve our responsiveness to resident complaints and provide real-time tracking tools to manage removal of these missed piles to the County.

Grant Management/PW Development

The flowchart below illustrates Tetra Tech's approach to the FEMA PA Program lifecycle. Our team has developed documentation processes to capture the data at each step along the way.

Exhibit 25. FEMA PA Program Lifecycle



Initial Damage Estimates

Tetra Tech will assist the County in a systematic approach of cataloging, reporting, and documenting disaster-generated debris. We will develop a work plan with the County, ahead of storm season to maximize the efficient use of County and Tetra Tech resources to quickly and accurately find and report debris.

A critical part of painting the picture of the disaster event for FEMA is documentation regarding damage location using mapping and the nature of the damage using photo and descriptive evidence. To support the County in conducting initial damage estimates, Tetra Tech maintains a critical focus on compliance from the outset. Tetra Tech will coordinate with the County and its departments to integrate into the incident response framework by mobilizing staff to designated locations, leveraging local partners in specific jurisdictions, and working with citizen response teams.

Immediate Needs Funding (INF)

Immediate Needs Funding (INF), also referred to as Expedited Funding, is intended to meet an applicant's urgent needs in the initial aftermath of a disaster and is often a critical part of the initial disaster response and short-term recovery. In utilizing Expedited Projects for Emergency Work, FEMA provides expedited funding for Emergency Work Projects. Eligible activities typically include debris removal and emergency protective measures; as such, the funding may be used to cover such costs as overtime payroll, equipment costs, materials purchases, and debris removal and monitoring contracts when these costs are incurred for emergency work.

FEMA and the State normally require PA applicants to provide all supporting documentation for reimbursement for completed work, but they can relax this document requirement and provide initial funding to applicants for emergency work required in response to a declared event. Throughout the Expedited Project development process, Tetra Tech will assist the County in gathering and documenting work undertaken as well as providing a summary of the costs for emergency work not yet completed. Tetra Tech will assist the County with gathering the necessary inputs for completed work and developing and applying a sound methodology to present any projections of costs that are to be used to develop Expedited Projects.

After the receipt of the initial funding, Tetra Tech will assist the County in documenting the use of the expediting funding for eligible activities and work to develop the next version/amendment of the project, accounting for those funds and presenting any others that may have been incurred.



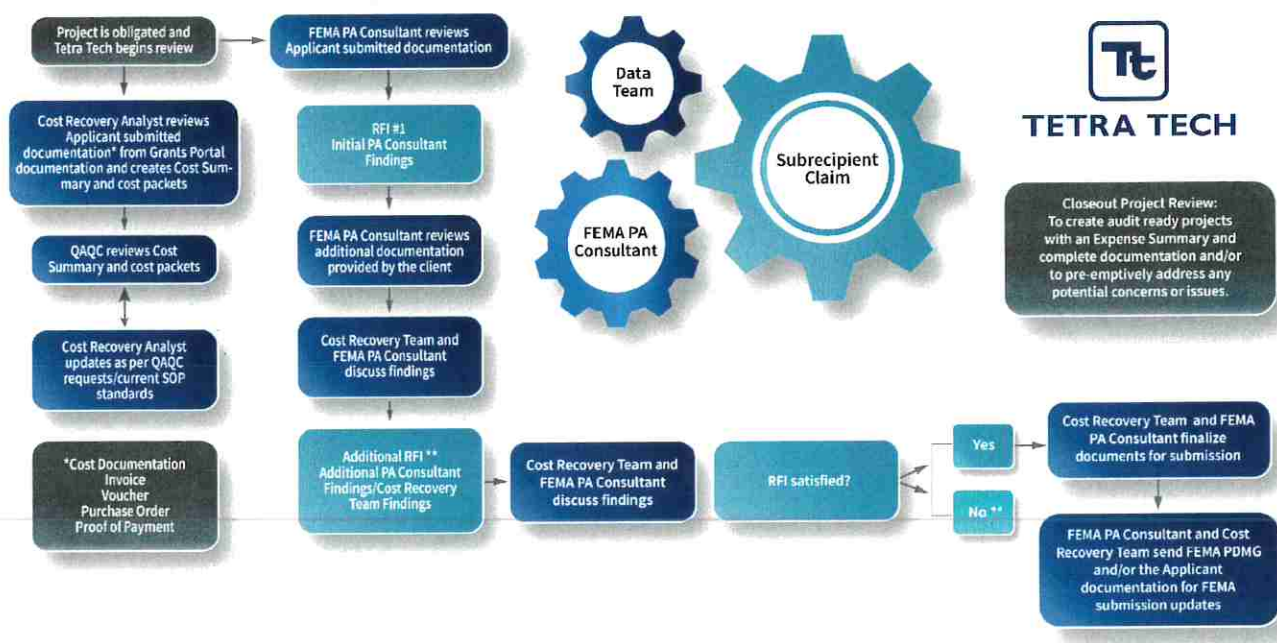
During the Recovery phase, Tetra Tech's staff is laser-focused on performing each aspect of the operations in a safe and FEMA-compliant manner. We engage our deep bench of subject matter experts and technicians to ensure that all specialty programs are performed expertly. The effectiveness of the Recovery phase positions Tetra Tech and the County for success in the final phase.

Reimbursement/Closeout



Tetra Tech has extensive experience in collecting, managing, and tracking financial and project data. Our firm has a full suite of existing reports to allow for custom reporting on all metrics requested from our clients. Tetra Tech has years of experience tracking invoice amounts and payments, budget forecasting, change order and work order attributable costs, etc. We understand the importance of accurate data and cost tracking and have developed several reports over the years to enhance visibility into essential project aspects. A sample of the variety of reports we are able to issue are summarized on the following pages.

Exhibit 26. FEMA PA Closeout Process



Final Report

Tetra Tech has extensive experience completing final reports for disaster debris removal projects. If requested, the Final Report will summarize the pre-debris removal, pre-tree removal, and post-debris and post-tree removal conditions. The Final Report typically includes the initial and final assessments, ROE, summary of quantities of materials removed, environmental sampling information, pre- and post-work photographs, and final sign off.

In addition, data can be downloaded directly from the *RecoveryTrac*™ system using ESRI's ArcGIS feature services. These feature services allow location base selection and download of the data contained within the selected area. *RecoveryTrac*™ Fleet history, including individual route history can be downloaded and is available over the life of the project.

Project Worksheet Development and Completion

Tetra Tech's experienced grant managers are poised to help the County submit its initial Request for Public Assistance and attend or provide support for State-led applicant briefings, FEMA recovery scoping meetings (formerly known as kickoff meetings), or any other meetings with FEMA or the State in the development of projects. With the changes FEMA has made to their PA Delivery Model, eligibility determinations are no longer made "in the field" and the projects are written at the Consolidated Resource Centers. Close and consistent interaction with FEMA staff is still crucial, so the County needs an experienced team to augment efforts in presenting any and all eligible costs and activities to FEMA for inclusion in projects.

Submitting a complete damage inventory is key to presenting disaster-caused damage and costs to FEMA. Experienced Tetra Tech project support staff will help gather all necessary inputs for the best possible outcomes. By timely addressing requests for information and uploading related information and documentation, Tetra Tech facilitates timely obligation of project funding and access to federal dollars for recovery.

One of the most often experienced barriers to timely obligation of projects and reimbursement of funds is lack of proper documentation. We work hand in hand with our clients to identify, gather, organize, and submit records reflecting any and all eligible activities undertaken. These records are audit-ready for our clients and paint the picture of well documented eligible work and costs to FEMA, the Department of Homeland Security's Office of Inspector General, County Inspector General, State Legislative Auditor, or others.

Tetra Tech is a nationwide leader in the administration of federal funding for disaster response and recovery. Our dedicated staff includes former federal and state level executives with decades of experience working with FEMA Region 6.

Responding to FEMA Request for Information (RFIs)

We serve as a force multiplier for your staff and recognize the importance of timely responding to any Requests for Information (RFIs) received from federal or state officials. We coordinate with all involved to minimize any "back and forth" on such requests that often result in the loss of precious time. Our team of experts can also be on site with FEMA's site inspectors to adequately capture, measure, and quantify damages. Time equals money, and our goal is to minimize the length of time the County spends waiting for return of eligible program dollars.

Audit Support

Our team has a proven track record of success in helping our clients resolve disputes with funding agencies such as FEMA or the Grantee (State). This includes support post-obligation audit and the appeal process. Throughout our FEMA-funded disaster response operations, we have only been involved with a handful of disputed projects over documentation.

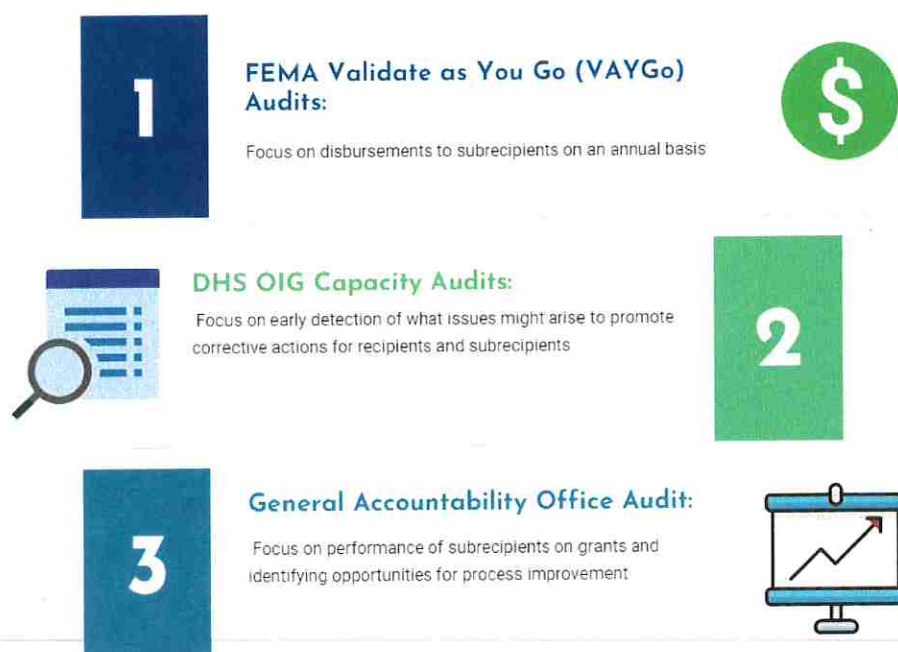
We believe in remaining proactive in preventing further appeals requires frequent meetings with state partners and FEMA regions to avoid situations whenever possible.

Tetra Tech **uploads documentation and project support with consistent file naming conventions.** This organized, systematic approach enables timely and thorough review of documentation presented to FEMA and State of Texas.

Furthermore, due to our staff's in-depth knowledge of FEMA reimbursement policies, we are often hired by applicants to assist them after FEMA determination memos and Office of Inspector General (OIG) audits even when we were not involved with the applicant during the recovery period.

Recently, there has been a shift in the direct of FEMA to perform audits earlier in the disaster so that corrective actions can be made for the subrecipient or recipient. The three most common types of audits that we have supported within the first two years of the disaster include:

Exhibit 27. Most Common Audits



Tetra Tech has supported clients across disasters from 2016 through today on these up-front audits by:

1. Conducting pre-meeting with stakeholders
2. Preparing compliance checklists
3. Developing documentation notebooks
4. Attending meetings and providing subject matter expertise support
5. Responding to for Requests for Information

Elements of our audit support strategy include:

- **Maintain Data Quality:** Consistent quality checks are integrated throughout project operations to maintain data integrity from the beginning.
- **Retain the Data:** Maintain the data on our secure, cloud-based storage site to mitigate the risk of data loss.
- **Respond Quickly:** Acknowledge the question within 12 hours and respond to the audits within 48 hours of a request.
- **Maintain Communication:** Establish weekly calls with auditors that provide visibility to the County.
- **Stay Positive:** Maintaining a positive spirit between the parties to foster a solution quickly.

With a wealth of experience, cutting-edge technology, and a highly skilled team, Tetra Tech is uniquely positioned to support all our clients' needs across every stage of the disaster life cycle, ensuring resilience, efficiency, and successful outcomes in even the most challenging circumstances.

E. Proposer Personnel and Organization

Tetra Tech has assembled a team of debris removal monitoring experts with direct experience responding to recent disasters. **Our dedicated project management team is deeply familiar with the policies, procedures, and requirements associated with delivering successful disaster debris monitoring services.**

Our staff members have **managed the removal of and reimbursement for over 256 million cubic yards (CYs) of debris as well as the demolition of over 22,000 uninhabitable residential and commercial structures.** Our record of success includes serving over 450 state and local government clients in response to over 100 presidential disaster declarations over the last decade. Our team has obtained **over \$81 billion in reimbursement funds** for our clients from federal agencies. Tetra Tech is committed to providing Jefferson County an experienced project manager and consistent project management team that will expedite recovery efforts by establishing a coordinated and organized approach to debris removal. Our dedicated team is available to Jefferson County 365 days per year. Tetra Tech's **20-year partnership with Jefferson County** in responding to several disasters provides our team with an in-depth understanding of the challenges faced by the County.

Commitment of Personnel

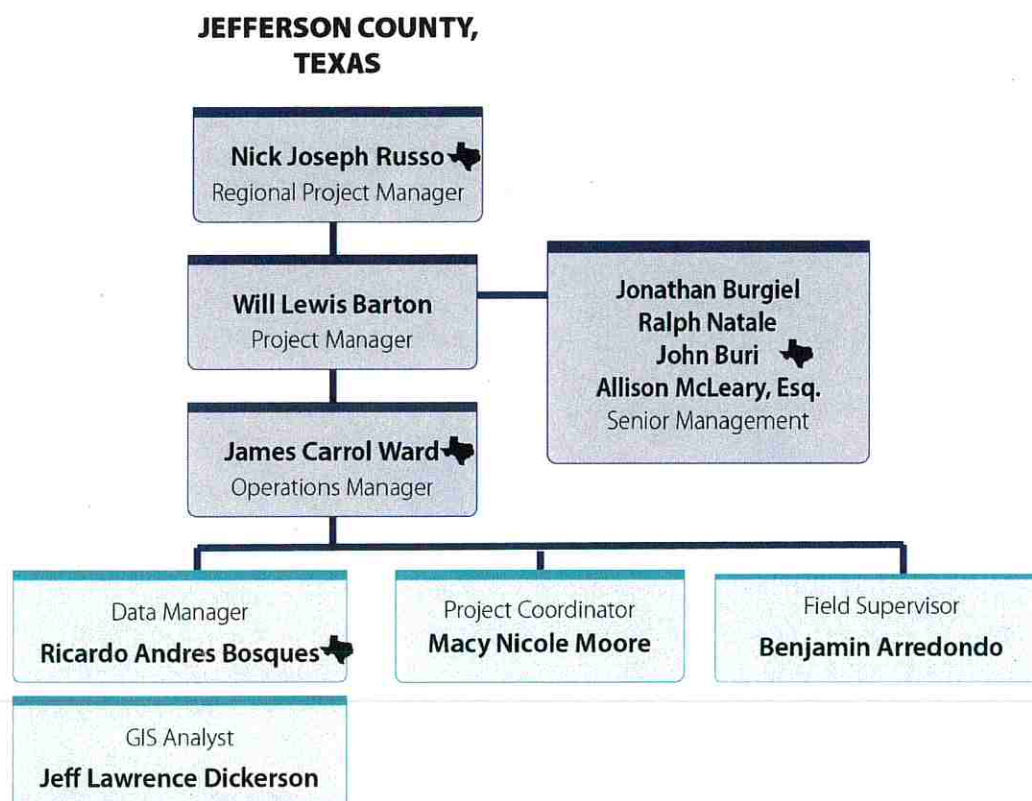
All our key personnel named within this proposal will be available to the County upon activation or as requested. Tetra Tech is 100% available and committed to meeting the County's needs. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court.

Hourly Billing Rates of Personnel

Key Personnel, Role	Hourly Billing Rate
Will Barton, Project Manager	\$65.00
James Ward, Operations Manager	\$55.00
Benjamin Arredondo, Field Supervisor	\$45.00
Ricardo Bosques, Data Manager	\$45.00
Jeff Dickerson, GIS Analyst	\$45.00
Macy Moore, Project Coordinator (Data Entry Clerk/Clerical)	\$55.00

Organizational Chart

The proposed organization structure is based on industry best practices and an understanding of geography and the distinct management responsibilities of each position. Our proposed organizational structure ensures orderly communication, distribution of information, effective coordination of activities, and accountability. Tetra Tech's project team can scale as needed, coordinate response, establish common processes for planning and managing resources, and adapt organizational structure to match the needs and complexities of projects.



Texas-based

Technical Representative: Mr. Ralph Natale

1500 CityWest Boulevard, Ste. 1000

Houston, TX 77042

Phone: 407-803-2551 | ralph.natale@tetrattech.com

Contractual Representative: Ms. Betty Kamara

1500 CityWest Boulevard, Ste. 1000

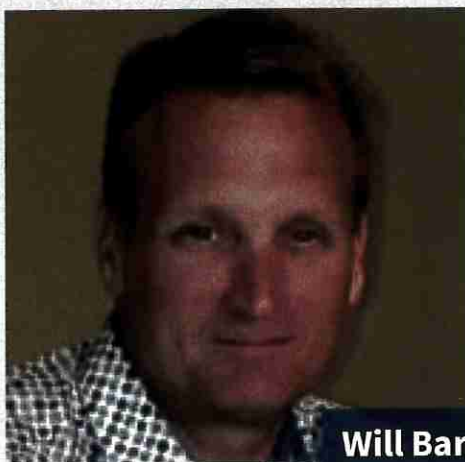
Houston, TX 77042

Phone: 407-803-2551 | TDR.contracts@tetrattech.com

Incident Command Structure

Tetra Tech's emergency management professionals, many of whom are certified ICS instructors, provide guidance to our disaster recovery staff on how to effectively organize and respond to disasters. Our debris project managers have spent many hours in emergency operations centers across the country and understand how ICS works at the local and state level. Our debris project managers know how to apply IC-100, 200, 700, and 800 training in the field. We understand the value ICS has in organizing for disasters, so we strive to implement these principles into our business processes. Per ICS, during disaster response operations, our structure includes an incident commander and section chiefs for operations, logistics, action planning, and finance and administration. We establish twice daily calls using Microsoft Teams with the incident command team and section chiefs to establish our incident action plan, identify resources needs, and plan for any deficiencies. We have a dedicated health and safety officer who oversees the operation and coordinates with health and safety personnel at each project location.

Spotlight On: Project Manager Will Barton



Will Barton

Project Manager

“While I hope Jefferson County is spared from disasters, should the need arise, I am confident that my experience responding to large-scale disasters for nearly two decades will be of great benefit. I have served in a senior management capacity for several of the country’s most high-profile disasters, including Hurricane Irma. I look forward to building a strong and trusted relationship with the County.

The Tetra Tech team is led by Project Manager Will Barton. Will has served as project and operations manager with Tetra Tech for more than 15 disaster activations since 2017. Through his work at Tetra Tech, Mr. Barton has developed an extensive understanding of federal, state, and local regulations, protocols, processes, and guidance with respect to homeland security response, and recovery.

Will is prepared to engage with County officials and residents to understand their specific operational needs.

Will’s resume is provided at the end of this section.

15⁺

Years of Experience

Dedicated to Jefferson County’s Recovery

- Experience supervising Tetra Tech operations in similar clients
- 8+ disaster activations, including activation for hurricanes, fires, and tornadoes
- Poised for rapid mobilization as resident of nearby Baton Rouge, LA

Professional Certifications, Training, and Licensing

Tetra Tech remains abreast of the latest guidance, issues being debated, and current best practices through participation in expert groups, attendance in training and conference sessions, and working with national experts in disaster recovery operations, emergency management, national security, information technology, public health, transportation, and critical infrastructure protection. **Our proposed team possesses key certifications that help them provide quality technical services and have attended numerous training courses related to debris operations and emergency management.**

Some of these include:

- Occupational Safety and Health Administration (OSHA) Disaster Site Worker Course
- OSHA 10-Hour Construction Safety Certification
- OSHA 40-Hour HAZWOPER Certification
- G-202: Debris Management
- IS 100: Introduction to Incident Command System
- IS-120: Introduction to Exercises
- IS 191: ICS/EOC Interface
- IS-200: Basic Incident Command
- IS 242: Effective Communication
- IS-288: Local Volunteer and Donations Management
- IS-230: Fundamentals of Emergency Management
- IS-547: Introduction to Continuity of Operations (COOP)
- IS-631: Public Assistance Operations I
- IS-632: Introduction to Debris Operations
- IS-634: Introduction to FEMA's Public Assistance Program
- IS-700: National Incident Management System
- IS-800: National Response Program
- ICS 300: Intermediate ICS for Expanding Incidents

Additionally, all collection and disposal monitors and field supervisors must attend a debris monitoring training session prior to working. In addition, our environmental health and safety training program helps our business operate in a manner that protects the health and safety of our employees, customers, business partners, community neighbors, and the environment. Our field teams attend daily safety sessions with field employees to discuss potential hazards and review safe work practices.

Scalability and Additional Resources

Our scalable disaster recovery operations are staffed by a deep bench of experienced disaster recovery professionals that includes:

9	88	82	155	35
Project Principals	Project Managers	Operations Managers	Field Supervisors	Project Coordinators

This core team provides management and oversight to our disaster response and recovery operations. They are seasoned experts in their field, with experience managing disaster recovery projects in response to hurricanes, floods, tornadoes, fires, ice storms, and straight-line wind events in 20 states and simultaneous activations in nine states. While the Tetra Tech senior management team has worked together for more than 15 years, the firm also frequently welcomes new talent to meet client needs. Positions will be filled using Tetra Tech's vast network of disaster recovery professionals, including full-time employees and local hires.

Staffing Numbers

Tetra Tech will comply with the County's staffing requirements and coordinate with Jefferson County and the debris removal contractor's project manager to estimate the number of field monitors that will be required for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris removal contractor release the next day's schedule by 5 p.m. so that our project manager can dispatch the appropriate number of field monitors.

Résumés

Tetra Tech has provided résumés for proposed staff on the following pages.



Jonathan Burgiel

Senior Management Team



30+ YEARS OF
EXPERIENCE

100+ PROJECTS

\$8B GRANT
FUNDING

Areas of Expertise

Disaster Recovery Program Design
and Management

Federal Grant Management

Solid and Hazardous Waste
Management

Grant Experience

FEMA PA

CDBG-DR

HMGP

Disasters

4796 Iowa Severe Storms

4781 Texas Severe Storms, Wind
Event, and Floods

4724 Maui Wildfires

4734 Hurricane Idalia

4673 Hurricane Ian

4337 FL Hurricane Irma

4332 TX Hurricane Harvey

4344 CA Wildfires

4084 Hurricane Isaac

4029 TX Wildfires

4024 Hurricane Irene

1602 Hurricane Katrina

1539 Hurricane Charley

& Several More

Education

University of Central Florida, Master
of Business Administration, 1989

Tufts University, Bachelor of Arts,
Economics, 1984

EXPERIENCE SUMMARY

As President of Tetra Tech's Disaster Recovery Business Unit, Mr. Jonathan Burgiel manages the business operations of all disaster recovery efforts, including preparedness planning, project staffing, logistics, grant administration and agency reimbursement support, program accounting/auditing oversight, and contract negotiations. Jonathan is dedicated to helping communities plan for and recover from disasters and provide the necessary documentation to receive the maximum allowable reimbursement from federal and state emergency management agencies.

Jonathan has 30+ years of solid waste and disaster recovery experience. His disaster-related work has included serving as principal in charge of over 100 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters.

Jonathan is intimately familiar with local, state, and federal solid waste and hazardous waste regulations, as well as U.S. Department of Housing and Urban Development (HUD), Federal Emergency Management Agency (FEMA), and Federal Highway Administration (FHWA) policies and reimbursement procedures as they relate to disaster management and recovery.

RELEVANT EXPERIENCE

Jonathan has provided senior management oversight to the following projects:

- Iowa Non-Congregate Sheltering – Iowa Severe Storms, 2024
- 30 communities and over 1,500 staff in Florida – Hurricane Ian, 2022-2023
- Rental and Mortgage Assistance - rental assistance to 120,000 homeowners across 5 states, and mortgage assistance in Florida and Maryland resulting from COVID pandemic
- Hurricane Maria debris mission supporting the Commonwealth of Puerto Rico Department of Transportation, comprehensive support including environmental; grant management; homeowner and infrastructure support w/HUD funding
- City of Cedar Rapids, Iowa – Severe Flooding, 2020
- 67 communities and over 2,400 staff in Florida – Hurricane Irma
- 38 communities and over 1,400 staff in Texas – Hurricane Harvey
- CalRecycle/CalOES – State of California Camp Fire Response
- Multiple communities in South and North Carolina – Hurricane Matthew

- Richland County & Lexington County, South Carolina - South Carolina 1,000-year Flooding Event - Comprehensive Disaster Recovery Services
- Hays County/City of Wimberley, Texas – Severe Flooding Disaster Recovery Assistance
- New Jersey Department of Environmental Protection (NJDEP) – Hurricane Sandy Disaster Vessel Recovery Program
- State of Connecticut – Hurricane Sandy Disaster Debris Program
- State of Louisiana – Hurricane Isaac Disaster Debris Program Management
- City of New Orleans, Louisiana – Hurricane Katrina Residential Demolitions

Principal in Charge (2018-2019)

Camp Fire Response

Jonathan is responsible for oversight of debris and environmental work related to the hazardous material removal of over 12,000 parcels located in the County of Butte. This is possibly the largest debris operation in history.

Principal in Charge (2017)

Numerous Florida Jurisdictions | Hurricane Irma

Following Hurricane Irma in September of 2017, Jonathan oversaw debris monitoring operations for over 67 communities and 2,400 personnel across Florida. This included Miami Dade County, where at peak Tetra Tech had nearly 900 monitors working in the field. Documentation was created for almost 110,000 load tickets and over 78,000 unit rate tickets. In total, Tetra Tech monitored over 4,000,000 cubic yards of debris for the County.

Principal in Charge (October 2019-2021)

St. Johns County, Florida | HUD CDBG-DR Housing Rehabilitation Program Management

Jonathan was engaged with the County immediately following contract execution to assist with managing the CDBG-DR funds for St. John's Housing Rehabilitation and Reconstruction Program. To support the long-term recovery and restoration of the impacted areas, Jonathan managed the grant allocated to the recovery activities for over 300 properties including repair and elevation; reconstruction of properties, repair/replacement of damaged manufactured homes or mobile home units (MHUs), relocation of homeowners, and mortgage payment assistance.

Principal in Charge (October 2018-2021)

North Carolina Department of Public Safety | Hurricane Matthew HUD CDBG-DR Program Management

Serving as Principal-in-Charge for all environmental services for this \$400 million CDBG-DR program addressing 3,400 homes for rehabilitation. Tetra Tech will be performing an estimated 3,400 Tier 2 Reviews, 25 Tier 1 Reviews, 1,700 lead and asbestos risk assessments, and other required specialized environmental services (e.g., CESTs, EAs, etc.) as subcontractor to IEM Inc.

Principal in Charge (November 2018-2020)

Florida Department of Economic Opportunity | HUD CDBG-DR Rehab/Reconstruction Program

Jonathan serves as program manager for Tetra Tech's performance of housing rehabilitation and reconstruction related environmental services associated with the State of Florida's \$615.9 million HUD CDBG-DR grant associated with Hurricane Irma.

- Overseeing Tetra Tech staff's development of approximately 6,000 Tier 2s
- 3,000 lead risk assessments

- Review of 8 Tier 1s, and other specialized environmental services (e.g., CESTs, EAs, etc.) as a subcontractor to IEM, Inc

Principal in Charge (October 2018-2024)

Texas General Land Office | HUD CDBG-DR Housing Rehab/Reconstruction Program

Jonathan is currently serving as program manager for Tetra Tech's performance of housing rehab and reconstruction related environmental services associated with the State of Texas' \$5.024 billion HUD CDBG-DR grant associated with Hurricane Harvey. Overseeing Tetra Tech staff's development of approximately 3,500 Tier 2s, 1,700 lead risk assessments, and other specialized environmental services (CESTs, EAs, etc.) as a subcontractor to IEM, Inc.

Senior Project Manager (June 2017-December 2017)

Restore Louisiana | HUD CDBG-DR Housing Rehabilitation

Served as Project Manager over the preparation of over 25,500 Tier 2 environmental reviews and over 6,000 lead risk assessment and clearance inspections. This \$20 million project performed by Tetra Tech utilized state of the art technology and cloud based technology to decrease the cost of performing a Tier 2 review by over 50% from prior state led residential rehab projects.

Principal in Charge (October 2015-2018)

Richland County, South Carolina | Comprehensive Post-Disaster Flood Support Services

Following the State of South Carolina's 1,000-year flooding event that took place from October 1–5, 2015, Jonathan led a team of Tetra Tech staff to provide comprehensive disaster recovery services to Richland County immediately following the historic flooding event. Services included but were not limited to FEMA PA reimbursement support, procurement package development for over 270 road and bridge repairs, well testing and disinfection program management, a post-disaster outstanding needs assessment, flood mitigation planning support, grant funding strategic plan development, and coordination and technical support activities among the County, State and FEMA agencies.

Principal-in-Charge (October 2015-October 2016)

Lexington County, South Carolina | HUD CDBG-DR Residential Buyout Programs

Jonathan served as principal-in-charge of Lexington County's residential buyout programs funded by HUD CDBG-DR grant funds. As part of this effort, Tetra Tech is providing comprehensive housing buyout activity services including applicant outreach, buy-out packet preparation and demolition cost estimating, oversight of demolition contractor activities, payment recommendation and project close out on over 100 homes. The work involves management of over \$16 million of HUD CDBG-DR grants.

Principal-in-Charge (May 2015-October 2015)

Hays County/City of Wimberley Texas | Post-Disaster Flood Support Services

Following the historic flooding event along the Blanco River where over 20 people perished, Jonathan provided technical support in the Hays County, Texas Emergency Operations Center (EOC) during and immediately following the flooding disaster. As part of these services, Jonathan supported the County and City of Wimberley in providing expert technical advice associated with providing the County/City appropriate measure for responding to the event and methods for best tracking the County's disaster-related costs to maximize the County's/City's FEMA reimbursement post-disaster.



Ralph Natale

Senior Management Team



15+ YEARS OF
EXPERIENCE

250+ PROJECTS

\$4.5B+ REIMBURSED
INVOICES

Areas of Expertise

Program Development
Documentation Management
Private Property Debris Removal
Debris Removal Planning
Debris Removal Monitoring
Packet Management
Geospatial Reporting

Grant Experience

FEMA-PA
NRCS-EWP
FHWA-ER
CDBG-DR

Disasters

4781 Texas Severe Storms, Wind
Event, and Floods
4724 Maui Wildfires
4734 Hurricane Idalia
4673 Hurricane Ian
4240 Valley and Butte Fires
& Several More

Certifications

OSHA 40-Hour Asbestos Training
IS-632: Debris Operations
HSEEP-Certified
OSHA Asbestos Health and Safety
IS-30: Mitigation Grants System
IS-100, 200, and 700: ICS and NIMS
IS-630: Intro to the PA Process

EXPERIENCE SUMMARY

Mr. Ralph Natale is the director of post-disaster programs for Tetra Tech, encompassing HUD and Case Management operations, FEMA funding operations, and debris monitoring operations. He leads the practices by developing programs, providing daily project support, and providing oversight and guidance to his team of project managers and projects. Ralph is an expert in Federal Emergency Management Agency-Public Assistance (FEMA-PA) Grant Program reimbursement policies and has administered over 250 projects in his 15-year-plus career.

Ralph specializes in large scale responses and has served as a principal in charge or project manager in response to some of the country's largest disasters, including 19 state-level responses after major hurricanes, floods, and fire events. This includes managing and documenting the removal of over 66 million cubic yards (CYs) of debris, 1.7M hazardous trees, and the program management of debris collection and demolition of over 35,000 parcels on fire removal projects and over 200,000 environmental samples. The HUD projects that Ralph has overseen have encompassed 5,000 parcels, and the Department of the Treasury ERAP projects he has overseen have benefited 100,000 residents.

RELEVANT EXPERIENCE

Senior Management Team | Grant Management, Case Management, and Debris Monitoring

As the Operations oversight for all Grant Management, Case Management, and Debris Monitoring projects, Ralph is responsible for developing and implementing strategic plans to help Tetra Tech's clients receive as much grant funding as possible in the wake of disasters. He works with the leaders in each of these practices to ensure the teams are compliant in funding requests and that they optimize resource allocation. He plays a pivotal role in administering FEMA Public Assistance and HUD CDBG programs, liaising with government agencies, and ensuring eligibility criteria are met. He oversees operational functions, streamlines processes to help the staff spend more of their time focused on their projects, and fosters a cohesive work environment. Overall, Ralph oversees a broad spectrum of responsibilities and tasks that makes Tetra Tech effective at being a full-spectrum recovery provider.

Several recent key projects include the following:

- Buncombe County, North Carolina | Comprehensive Disaster Recovery Services following Hurricane Helene (2024 – Present)
- Private Property Puerto Rico Department of Housing | Environmental Reviews (2021 – 2023)
- Texas Emergency Rental Assistance Program (2022 – 2023)
- State of Connecticut Public Assistance Services (2019 – present)
- Harris County, Texas | Environmental Review (2020 – 2022)

Subject Matter Expert | Public Assistance, Case Management, Program Management, and Debris Monitoring Services

Ralph has served as a program manager and grant consultant for state and local governments during his extensive career in disaster debris industry. This includes the largest debris projects since Hurricane Katrina for federal, State, and local government work. Ralph also supports missions as a senior consultant serving as a member of the State of Connecticut Emergency Operations Debris Task Force, where he was activated during the recovery operations following Hurricane Irene and Winter Storm Alfred.

Ralph has also served on the following projects:

- Cal OES | LA County Fires (January 2025 – Present)
- Multiple jurisdictions across the State of Florida | Hurricane Milton (2024 – 2025)
- Multiple jurisdictions across the States of Florida, Georgia, South Carolina, and Virginia | Hurricane Helene (2024 – 2025)
- Hurricane Beryl (2024 – Current)
- Texas Severe Storms, Wind Event, and Floods (2024 – Current)
- Desoto County Emergency Watershed Project (2024 – Current)
- Maui Wildfires (2023 – Current)
- Hurricane Idalia (2023 – Current)
- State of Vermont Floods (2023 – 2024)
- Hurricane Ian (2022 – 2023)
- State of California Dixie Fire Response (2021)
- Hurricane Laura (2021 – 2024)
- State of California Camp Fire Response (2018 – 2020)
- Hurricane Michael local and USACE response (2018 – 2019)
- NorCal Wildfires | USACE (2017 – 2018)
- Hurricane Harvey (2017 – 2018)
- Hurricane Ike, Severe Droughts, Floods | City of Houston, Texas (June 2009 – Present)
- Winter Storms | State of Connecticut, Interagency Debris Management Task Force (August 2010 – Present)
- Katrina New Orleans Demolitions Phase 3 (2010 – 2018)

Principal in Charge/Senior Program Manager

As director of post-disaster programs for Tetra Tech, Ralph has focused on developing and improving program management processes. These processes ensure the most efficient methods of managing debris removal programs to maximize federal reimbursement via the FEMA 325 and 327 guidelines. As a senior program

manager, Ralph ensures quality control and quality assurance of project managers' deliverables on all Tetra Tech projects. A representative list of projects he has worked on is included below.

Hurricane Ian

Following Hurricane Laura in September of 2022, Ralph oversaw debris monitoring operations for many of Tetra Tech's Gulf Coast clients, including Collier County and associated cities with over 3,000 damaged homes and \$2 billion in damage. Documentation required simultaneous tracking of right-of-way (ROW), leaner/hanger/stumps (LHS), parks, and private road debris streams from multiple applicants, with the County alone generating over 1.3 billion cubic yards of storm debris.

Hurricane Laura

Following Hurricane Laura in August of 2020, Ralph oversaw debris monitoring operations for over 11 communities and 1,000 personnel across Louisiana. This included the Calcasieu Parish/Lake Charles area, where at peak Tetra Tech had nearly 600 monitors working in conditions typical of a category 4 hurricane. Without power or infrastructure, the operational response plan was implemented, and our team had to mobilize and establish power and infrastructure for all the projects. This was completed successfully without any debris haulers having to wait on monitoring resources.

Hurricane Michael

Following Hurricane Michael in September of 2018, Ralph oversaw debris monitoring operations for several communities in the Florida Panhandle and a USACE response in Georgia that covered 12 counties. The devastation was 250 miles wide for this category 5 storm, which included working in areas that had no power or electricity for well over a month. At peak, Tetra Tech had nearly 600 monitors working in the field. Documentation was created for almost 10 million cubic yards of debris. Work also included NRCS funding of nearly 25 miles of waterways through Bay County, FL.

State of Texas Emergency Rental Assistance Program (ERAP) (2021)

The State of Texas' Department of Housing and Community Affairs was allocated a \$1,177,299,566 grant to support families struggling to pay living expenses as a result of the COVID-19 pandemic. As a subcontractor to Cohn Reznick, LLP, Tetra Tech assisted with application eligibility review, internal quality control reviews, budget creation, and appeals processing to help facilitate a fast-paced and compliant ERAP program.

City of Houston, Texas | Hurricane Harvey (August 2017 – Present)

Hurricane Harvey caused an unprecedented Citywide flooding event with a total of 13 primary debris haulers responding. Ralph helped create new systems and reports were developed to manage the debris haulers and support a live web feed on the Houston recovery webpage. To date the City and its debris haulers collected over 2.5 million cubic yards of flood debris. The project is expected to continue through the end of this year as residents continue to recover from this catastrophic event.

City of Houston, Texas | Hurricane Ike Disaster Debris Program Management (October 2008 – July 2010)

Our response to the City of Houston following Hurricane Ike included the collection of over 5.5 million CYs of debris in 256 zones throughout the City. This also included 300 parks and open spaces. Ralph also was tasked with managing the firm's largest hazardous tree removal program, involving the removal of over 214,000 hazardous trees accompanied by 630,000 photographs to document eligibility. Ralph worked closely with the City of Houston to reconcile and provide detailed information of over \$110 million in invoices and over \$3 million in FHWA funds. Ralph also helped reconcile and submit over \$9 million in force account labor.


24 YEARS OF
EXPERIENCE

\$5B+ DISASTER
RELATED
GRANTS

Areas of Expertise

Damage Assessment

Policy and Procurement

Debris Management

Disaster Housing

Grant Application Development

Grant Accounting Systems

Audit Process

Closeout Procedures

Key Disasters

4827 Tropical Storm Helene (NC)

4798 Hurricane Beryl

4781 Texas Severe Storms, Wind
Event, and Floods

4724 Maui Wildfires

4240 CA Wildfire

& Several More

Grant Experience

FHWA-ER Program

HUD CDBG-DR

FEMA PA , 404 HMGP, and HMA

Education

Texas State University

Master of Arts, Public Administration

The University of Texas

Bachelor of Arts, Government

EXPERIENCE SUMMARY

Mr. John Buri is a recognized leader in post-disaster recovery programs, bringing 24 years of expertise in helping communities navigate the complexities of disaster recovery funding with federal grants. His work includes guiding clients through recovery from devastating wildfires and managing projects in large cities and counties with complex governmental structures. With a deep understanding of FEMA, HUD, and other federal recovery programs, John ensures his clients maximize funding opportunities while adhering to strict compliance requirements.

John has managed recovery operations for over 40 disaster declarations, contributing to the successful administration of more than \$5 billion in disaster-related grants. He is trusted for his ability to simplify bureaucratic processes, foster collaboration between federal, state, and local agencies, and deliver strategies that enable clients to recover faster and build long-term resilience. From wildfire recovery in unique places such as Maui, Hawaii, to managing disaster programs in major metropolitan areas like Houston, Texas, John's leadership has consistently driven success in complex recovery efforts.

SELECT RELEVANT EXPERIENCE
Director, Post-Disaster Programs
Tetra Tech, Inc. (August 2014 – Present)

- Leads oversight and execution of disaster recovery and emergency management programs, providing strategic leadership to local and state governments in disaster-impacted areas
- Oversees multi-million dollar grant programs, ensuring proper compliance with FEMA and HUD guidelines, while maximizing recovery funding for clients
- Manages high-level coordination across agencies, including FEMA, state emergency management, and local leadership to ensure seamless recovery operations

Program Manager (2008, 2015, 2017)
City of Houston, Texas | Multi-Year Emergency Management and Disaster Recovery Services

- Managed emergency responses to major disasters including Hurricane Ike in 2008 (DR-1791), Memorial Day flood in 2015 (DR-4223), Tax Day flood in 2016 (DR-4269); and Hurricane Harvey 2017
- Following each disaster, coordinated with FEMA, Texas Division of Emergency Management (TDEM), USACE, Texas Commission on

Environmental Quality (TCEQ), city departments, elected officials, congressional offices and volunteer groups to coordinate field activities, damage site inspections, eligibility reviews, and audits

- Managed planning team for 5 task orders under the DHS' Regional Catastrophic Planning Initiative Grant and Urban Area Security Initiative grant allocated to the City of Houston Office of Homeland Security
- Program manager for the City's flood resilience initiative in supporting the City's Flood Czar conducting damage analysis, mitigation project identification and identification of grant opportunities.

Performance and Task Manager

Various Clients – US | Hazard Mitigation Grant Program

- Overall responsibility for the management and performance of task orders supporting \$90+ in HMGP Grant applications across Texas, Georgia, Florida, South Carolina and North Carolina.
- Developed processes and implementation strategies for outreach, intake and verification for 100 elevations and 200 acquisition/demolitions.

Program Manager (2008 – 2016)

Montgomery County, Texas | Multi-Year Emergency Management and Disaster Recovery Services

John managed emergency responses to multiple major disasters including Hurricane Ike in 2008 (DR-1791) and two floods in 2016 (DR-4269 and DR-4272). He directed various task orders following disasters including project formulation, technical assistance on the PA grant program, conducting substantial damage estimation of 250 flooded properties, data collection for PA grant program and grant application for FEMA FMA grant program. He served as the client point of contact, prepared cost and technical task order proposals, assigned resources, reviewed deliverables, and tracked costs and schedules to ensure compliance with statements of work and approved budgets

Subject Matter Expert/Senior Management Oversight (October 2015 – Ongoing)

Richland County, South Carolina | Public Assistance Consulting

John has been an integral part of Tetra Tech's Richland County disaster recovery team assisting the Project Manager and consultants with obtain data, policy interpretation and general grant consulting. John has focused his time assisting with navigating the on-going challenges associated with dam reconstruction, road damage restoration and long term recovery.

Program Manager (May 2015 – 2016)

Hays County, Texas | Full Services Disaster Grant Management Consulting and Debris Management | May 2015 (DR 4223) and October 2015 Floods (DR-4245)

John is currently leading the Tetra Tech team supporting Hays County following two (2) major disaster declarations in 2015 including the May Memorial Day Flood and October All-Saints Day Flood that. This includes providing technical assistance to County leadership regarding FEMA PA, HMGP and CDBG-DR grant programs.

Subject Matter Expert/Senior Management Oversight (May 2015 – Ongoing)

City of Houston, Texas | Disaster Debris Monitoring and Public Assistance Consulting

Following the May 2015 Memorial Day Flood in Houston, John worked closely with the City of Houston's Disaster Recovery team on debris and FEMA reimbursement related issues. John developed operational plans, press releases, USACE/FEMA coordination, and daily progress reports along with contractor and force account labor documentation for submission to FEMA.

Senior Management Oversight (February 2014 – May 2014)**Counties of Barnwell; Colleton; Dorchester; Hampton; Sumter, South Carolina; City of Sumter, South Carolina; City of Augusta, Georgia | Winter Storm Pax Disaster Debris Program Management**

Following the destructive effects of Winter Storm Pax in February 2014, our team was tasked with providing disaster debris program management to numerous communities in the States of South Carolina and Georgia. John was instrumental in the immediate deployment of our team and is currently overseeing all disaster recovery operations, including leaner and hanger removal. In addition, John is currently working with each community to ensure that all eligible reimbursement is captured and documented.

Program Manager (2013)**Boulder County, Colorado | Disaster Grant Management Consulting**

- Overall responsibility for the management and performance of our task order for \$8M in consulting services associated with the administration and documentation to support disaster grants
- Managed the grant administration of \$300M in FEMA PA, FEMA HMGP, FHWA-ER, NRCS-EWP and HUD CDGB-DR recovery grants following the front-range floods.
- Coordinated recovery efforts between the County, USACE, NRCS, FEMA, Colorado Department of Local Affairs (DOLA), Colorado Division of Homeland Security and Emergency Management (DHSEM), Colorado Department of Transportation, Town of Lyons and Jamestown, internal county departments and elected officials.
- Facilitated strategic planning meetings with community stakeholders to identify long term recovery initiatives.

Subject Matter Expert/Senior Management Oversight (February 2013 – January 2014)**New Jersey Department of Environmental Protection | Hurricane Sandy Waterway Debris Removal Project**

John provided subject matter expertise in the development and implementation of numerous protocols and procedures to effectively manage the New Jersey Department of Environmental Protection's (NJDEP) waterways debris removal program. John oversaw the implementation of our automated debris management system (ADMS) technology, which increased NJDEP's visibility to the day-to-day operations and provided real-time reporting of debris quantities. Due to the excellent senior and project management provided by our team, NJDEP then tasked our team with monitoring the sediment removal process in the northern and southern region.

Senior Management Oversight (March 2013 – January 2014)**New Jersey Department of Environmental Protection – Liberty State Park | Hurricane Sandy FEMA PA Program Management**

Hurricane Sandy's effect on the NJDEP's Liberty State Park was epic, covering the entire park in several feet of seawater and affected nearly all of the park's facilities and infrastructure, which included the Central Railroad of New Jersey Terminal Building. John managed a team of senior consultants that were immediately deployed to assist with the park's federal grant management. John oversaw all catalogued eligible damage, established relationships with FEMA and state officials, and oversaw the submission of project worksheets (PWs). John also was instrumental in working with NJDEP's engineers to develop comprehensive hazard mitigation proposals to protect the facilities against future similar storms, including a \$2 million hazard mitigation plan for the Terminal Building.

Allison McLeary, Esq.

Senior Management



21

YEARS OF
EXPERIENCE

Areas of Expertise

Disaster Response & Recovery
Grant Administration
Stafford Act Compliance
Alternative Procedures

Grant Experience

FEMA Public Assistance
CARES Act
USDA Agriculture Recovery Block
Grants
HUD CDBG
ARPA

Education

Auburn University, Bachelor of
Arts, March 2000

Louisiana State University- Paul
M. Hebert Law Center, Juris
Doctorate, May 2004

Louisiana State University- Paul
M. Hebert Law Center, Bachelor of
Civil Law, May 2004

EXPERIENCE SUMMARY

Ms. Allison McLeary is a **seasoned emergency management executive** with a strong track record of implementing and managing complex grant programs. As former Recovery Bureau Chief of the Florida Division of Emergency Management, she offers more than three years of direct experience administering grant programming throughout the State of Florida. In her role, she excelled at building meaningful relationships across all levels of government to drive impactful outcomes for applicants. Allison also served as Recovery Counsel for the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), where she contributed to the development and management of statewide programs aimed at enhancing public safety and infrastructure resilience. Allison is a **recognized expert in the realm of grant management** and is frequently invited to present at national conferences, where she shares her **insights on effective strategies for grant administration and implementation**. With Tetra Tech, Allison is currently a **program management advisor for state-level contracts for 29 states and 2 territories**.

RELEVANT EXPERIENCE

Director, Federal Grant Programs (March 2021 – Present) Tetra Tech, Inc.

Allison serves as Director, Federal Grant Programs, providing policy guidance and program support. Allison is an expert in FEMA policies, building and maintaining relationships with State and FEMA representatives. She analyzes policy and provides policy guidance to clients. She supports the Tetra Tech team to build programs that align with federal expectations and comply with client/federal requirements. She maximizes operational efficiencies by analyzing individual projects with a holistic lens, leveraging best practices from Tetra Tech management operations throughout the nation. Additionally, Allison coordinates relationships with funding agencies and local partners to streamline project operations.

During Allison's tenure at Tetra Tech, she has worked on several high-profile projects, inclusive of the following:

State of Iowa

Most recently, Allison has supported the State's Non-Congregate Sheltering operations for survivors following several severe storms in the spring of 2024. She is actively involved in supporting Iowa's Department of Homeland

Security and Emergency Management (HSEMD) with arbitrations and appeals of FEMA Public Assistance determinations. Additionally, she has been involved in Iowa's Mitigation and Building Resilient Infrastructure and Communities (BRIC) programs as a subject matter expert. Iowa HSEMD has also contracted with Tetra Tech to facilitate an assessment of Iowa's equity and diversity in disaster management plans, policies, and procedures. The multi-phase effort is designed to improve how Iowa prepares for, responds to, and assists underserved communities and historically marginalized populations with recovering from all types of disasters. The project focuses on identifying activities to improve Iowa's emergency management process and accessibility. Tetra Tech's "Equity Assessment in Emergency Management Tool" was utilized to provide consistent assessment of the State's programs and plans.

Florida Department of Emergency Management – Water and Infrastructure Response and Recovery

In response to the devastation from Hurricane Ian in Lee County, FDEM took an active approach and utilized Tetra Tech to directly support the water utilities throughout the County. In less than four days, the whole of Tetra Tech's leadership had committed to supporting the recovery efforts in Florida, including Tetra Tech President Jill M. Hudkins. Allison served as Senior Project Manager for this project, as well as the liaison to the FDEM Director and senior leadership at the State's Emergency Operations Center. The initial scope covered the assessment of 13 County water plants and wastewater plants. Once the County witnessed the value that Tetra Tech brought to the project, the scope expanded to 48 plants throughout the County, not just the original ones that were County-owned. These 48 water and wastewater facilities were assessed for safety and operability, and service was restored within the first week to all facilities capable of receiving and pumping water. An additional 323 wastewater lift stations were assessed through these efforts.

Maui County

Tetra Tech is supporting Maui County's long-term recovery following the Maui Wildfires in 2023. Allison is serving as the program lead, overseeing operations that occur in the recovery efforts. Tetra Tech is aiding individuals throughout the County as they engage with FEMA's full suite of response and recovery programs. These efforts from Tetra Tech include repairing critical infrastructure, rebuilding housing, restoring natural resources, and supporting local businesses. Additionally, efforts encompass community services such as mental health support and emergency preparedness initiatives. Allison is also active in the collaborative planning and advocacy for policy reforms, which will be essential to enhance resilience and mitigate future wildfire risks in the State of Hawaii.

State of Connecticut

Allison supports the Tetra Tech team that is supporting the State of Connecticut's FEMA PA program. This state-level contract involves comprehensive coordination from initial assessment to closeout at the Recipient level. This includes meticulous documentation of disaster-related damages, efficient processing of grant applications, and transparent allocation of funds to eligible projects. Throughout the process, effective communication between the State, FEMA representatives, and applicants ensures smooth implementation and compliance with federal guidelines, ultimately leading to successful project completion and grant closeout.

Recovery Bureau Chief (March 2020 – February 2021)

Compliance and Appeals Officer (December 2018 – February 2020)

Florida Division of Emergency Management

- Administered all FEMA Stafford Act programs for the State of Florida (\$9.8+ Billion over 26 federally declared events under management)

- Validated and Paid through Florida Division of Emergency Management (FDEM) an unprecedented \$4.1 Billion in Recovery funds in the period January 2019-February 2021, including \$2.7 Billion in PA and over \$300 Million in USDA Agriculture Recovery Block Grants
- Developed and implemented the State strategy for \$1.275 Billion in CARES-Coronavirus Relief Fund payments to 55 medium and small counties. (\$1.07 Billion validated and paid June 2020-February 2021)
- Served as Alternate Governor's Authorized Representative and Deputy State Coordinating Officer for all FEMA declared events in Florida
- Created a comprehensive FEMA PA Compliance program, including risk assessments, monitoring, and technical assistance and programmatic guidance tailored to address specific compliance risks

Recovery Legal Counsel (January 2017 – November 2018)

Louisiana Governor's Office of Homeland Security and Emergency Preparedness

- Served as Recovery counsel advising on all matters of emergency management and whole community recovery, covering programs such as FEMA/Stafford Act programs and HUD-Community Development Block Grants (CDBG-DR)
- Audit liaison to US Department of Homeland Security- Office of Inspector General and FEMA
- Developed and delivered a comprehensive outreach and education technical assistance strategy to grant subrecipients in Louisiana

FirstNet Program Manager (February 2015 – January 2017)

Louisiana Division of Administration, Office of Technology Services

- Oversaw a team effort to identify needs, perform gap analyses, and plan for the buildout of the State's portion of the Nationwide Broadband network, known as FirstNet
- Identified the needs and expectations of the State's 62,000+ first responders and worked with the U.S. Department of Commerce and the FirstNet Authority to include those inputs in the \$7 billion RFP for the buildout and operation of the FirstNet network

State Police Legal Counsel (August 2003 – May 2013)

Louisiana Department of Public Safety and Corrections, Louisiana State Police, Office of Legal Affairs

- Counseled to State Police on matters of policy, operations, public records law, personnel management, emergency management/crisis response, and investigations
- Served as legislative liaison and helped draft numerous bills and testified in committee on several measures, including revisions to the electronic surveillance framework and the regulation of private security, and the role of volunteers in emergency response
- Represented the Louisiana Oil Spill Coordinator's Office and was assigned Attorney Supervisor throughout the response to the Deepwater Horizon event
 - Led a multi-agency team of in house, state agency lawyers in the early days of the disaster
 - Coordinated efforts among state agency counsel to ensure that necessary inputs needed for the response, damage assessment and claims under the Oil Pollution Act of 1990, Clean Water Act and other applicable federal and state laws were supported.


20+ YEARS OF
EXPERIENCE

Areas of Expertise

Disaster Recovery

Debris Management

Resiliency Planning

Sustainability

Storm Water Management

Wetlands & Natural Resources

Green Infrastructure

Environmental Planning

Key Training/Certifications

Envision ENV-SP

Wetland Delineation

NIMS ICS

Education

Texas A&M University, Master of
Science in Water Management &
Hydrological Science, 2009

Texas State University, Bachelor
of Science in General
Agriculture, 2002

EXPERIENCE SUMMARY

Mr. Nick Russo has extensive experience in disaster debris management, having overseen debris removal operations for multiple federally declared disasters, including Hurricane Ike, Hurricane Harvey, and Hurricane Ian. He has managed the coordination of debris removal teams, established field operations, and ensured compliance with FEMA guidelines. His leadership in recruiting and training local debris monitors, combined with his expertise in damage assessment and regulatory coordination, has contributed to the successful recovery efforts following these significant events.

Nick was specifically chosen for this project due to his in-depth knowledge of disaster recovery operations within the State of Texas.

RELEVANT EXPERIENCE
Regional Project Manager

As a Regional Project Manager, Nick supports the Project Managers that are dedicated to each project. He coordinates debris removal efforts with the clients, contractors, and program managers across multiple projects to make the best use of resources.

- Brazoria County, Harris County, City of Bellaire, and City of Humble, TX – Hurricane Beryl, 2024

Project Manager

- Harris County Flood Control District, Harris County, City of Brazoria, City of Pearland, Fort Bend County, City of Katy, City of Dickinson, City of Kemah, City of Nassau Bay, and Texas Department of Transportation for Brazoria County – Hurricane Beryl, 2024 – Nick provided project implementation and oversight and served as the primary point of contact for client staff, contractors, and FEMA representatives. He also oversaw operations and the hiring and training of local debris monitors, where he was deployed for project setup and to establish field operations.
- Harris County, Texas – Severe Floods and Derecho Event, May 2024-Present – Nick has led project implementation and oversight, serving as the main point of contact for client staff, contractors, and FEMA representatives. He also managed operations, including the recruitment and training of local debris monitors, and was deployed to initiate project setup and establish field operations.

- Lee County, Florida – CDBG-DR Program (August-December 2023) – Nick managed technical program and preparation of an EA (Tier 1 /Broad Review) for response to Hurricane Ian for Individual Housing Rehabilitation, Reconstruction & Elevation – Owner and Renter Occupied Program, and Voluntary Residential Buyout Program in Lee County Florida.
- Sarasota County, Florida – Resilient SRQ Program (September-December 2023) – Nick managed technical program and preparation of an EA (Tier 1 /Broad Review) for response to Hurricane Ian for Homeowner Rehabilitation/Reconstruction Program, Homeowner Reimbursement Program, and Voluntary Home Buyout Program.

Director of Environmental Services

- State of Texas – Rebuild Texas CDBG Program (March 2022-Present) – Nick managed the HUD-mandated environmental reviews program and staffing (Tier II Site Specific Reviews), Damage Assessment Inspection/Cost Estimate and LBP Inspection program in accordance with 24 CFR Part 58 and the Texas General Land Office (GLO) Program Environmental Review (Tier II) Procedures for an estimated 1,200 flood damaged properties.
- Puerto Rico Department of Housing (PRDOH) – Re-Grow Puerto Rico Urban-Rural Agricultural Program (September 2022-Present) – Nick prepared 17 Environmental Assessments (EAs) for agricultural improvement projects across Puerto Rico. He also served as an advisor on HUD NEPA procedures and compliance.
- PRDOH – R3 Puerto Rico CDBG Program (March 2022-Present) – Nick managed technical program and staffing for the HUD-mandated environmental reviews (Tier II Site Specific Reviews), Damage Assessment Inspection/Cost Estimate, LBP, and Asbestos Inspection program in accordance with 24 CFR Part 58 and the current Puerto Rico PRHOH R3 Program Environmental Review Procedures for an estimated 60,000 hurricane and flood damaged properties as a result of Hurricane Maria in 2017.
- Harris County, TX – Project Recovery CDBG Program (March 2022-Present) – Nick managed technical program and staffing for the HUD-mandated environmental reviews (Tier II Site Specific Reviews), Damage Assessment Inspection/Cost Estimate, and LBP program in accordance with 24 CFR Part 58 and the current Puerto Rico PRHOH R3 Program Environmental Review (Tier II) Procedures for an estimated 2,500 hurricane and flood damaged properties as a result of Hurricane Harvey in 2017.
- State of Florida – Rebuild Florida CDBG Program (March 2022-Present) – Nick managed technical program and staffing for the HUD-mandated environmental reviews (Tier II Site Specific Reviews), Damage Assessment Inspection/Cost Estimate and LBP Inspection program in accordance with 24 CFR Part 58 and the current Florida Department of Economic Opportunity (DEO) Program Environmental Review (Tier II) Procedures for an estimated 7,000 flood damaged properties.
- Oregon Housing and Community Services (OHCS) – CDBG Program (April 2022-December 2023) – Nick managed technical program and staffing for the HUD-mandated environmental reviews (Tier I Environmental Reviews for seven counties) in support of federal grants to benefit disaster survivors and impacted communities in Oregon, as a result of the major disasters that occurred during Labor Day weekend of 2020 when wildfires caused the loss of nearly 4,200 homes with seven counties.

ADDITIONAL EXPERIENCE

Director of Environmental & Sustainability Services (2021-2022)

Harris County Engineering Department | Houston, TX

- Led the environmental services team in achieving program goals, objectives, and sustainability metrics. Coordinated sustainability programs with other county departments
- Provided research and guidance to executives, clients, and other county departments, regarding federal, state, and local environmental regulations, initiatives, and programs
- Provided environmental regulatory planning, oversight, and agency coordination as a key member of the emergency management team within the Engineering Department
- Served as Debris Operations Manager for the response following Winter Storm Uri in 2021. Coordinated damage assessments, managed set-up and operations of public debris drop-offs within the County, and managed right-of-way debris removal in heavily impacted areas of the County

Planning Section Leader – COVID-19 Non-Congregate Medical Shelter (March-May 2020)

Harris County Engineering Department | Houston, TX

- Mobilized a “Field Hospital” at the County’s NRG Stadium Complex within 7 Days due to the rampant increase in COVID-19 infection and hospitalization rates
- Researched and negotiated a contract for a general contractor to fully mobilize and provide medical staff turnkey
- Planned and executed setup of the field hospital (NCMS) on time and under budget with an estimated cost of \$30M
- Fully mobilized setup, monitored regional needs, and demobilized the operation over 30 days

Planning Section Leader – COVID-19 Continuity of Government Task Force (March 2020-March 2022)

Harris County Engineering Department | Houston, TX

- Developed Harris County’s COOP/COG plan specific to the COVID-19 Pandemic
- Created an online department web dashboard for the purpose of tracking the impact to county essential operations and manpower losses due to quarantine or illness
- Evaluated shelter contingencies for housing criminal justice populations
- Developed a Resource Guide with guidelines and procedures for implementation of 50 county departments to follow

Environmental Compliance Officer (2017-2021)

Harris County Engineering Department | Houston, TX

Nick served as an executive staff member within the Office of the County Engineer, assisted in overseeing daily operations for the entire 700-member organization.

- Implemented and oversaw sustainability and regulatory compliance for seven divisions within the department including capital project management, facility management, and recovery & resiliency programs
- Served as Project Manager for \$31M in grant funded recovery/resiliency/stormwater projects

Will Barton | Project Manager

EXPERIENCE SUMMARY

Mr. Will Barton is a trained project manager for Tetra Tech who has served on various projects throughout the country in recent years. Through his work at Tetra Tech, Will has developed an extensive understanding of federal, state, and local regulations, protocols, processes, and guidance with respect to homeland security response, and recovery. Throughout his career, Will has worked with the USDA Natural Resources Conservation Service on issues involving debris in waterways after natural disasters, including managing waterway and drainage lateral debris projects for multiple clients.

Will was selected for this project because of his lengthy relationship and previous experience providing project management services for Jefferson County.

RELEVANT EXPERIENCE

Project Manager

As project manager, Will is responsible for implementation of specific programs tasked by the client through task orders. He is also responsible for program oversight, task order preparation, forecasting, and quality assurance. He also serves as a consistent point of contact for the client's debris managers and provides a bridge between any preparedness and post-disaster response activities. For the recent wildfires in Hawaii, Will has been navigating the difficulty of limited space for debris management sites and enough workers to provide the support necessary to handle the amount of debris.



19 YEARS OF
EXPERIENCE

Areas of Expertise

Disaster Debris Management
Right-of-Way Debris Removal
FEMA Compliance Monitoring
Supervision of Field Operations
Risk Management
Regulatory Compliance

Key Training/Certifications

OSHA 40-Hour HAZWOPER
FEMA ICS 100 and 200

Education

Louisiana State University, Bachelor
of Science, Business Administration

Client	Project	Dates Worked	Programs	CYs/Tons	Staff	Project Cost
Sarasota County, FL	Hurricane Milton	October 2024-Ongoing	ROW, Parks, and Waterways	2,379,582 CYs	450 Staff	\$64,168,777
Manatee County, FL	Hurricane Milton	October 2024-Ongoing	ROW	2,658,325 CYs	363 Staff	\$55,569,570
City of Bradenton, FL	Hurricane Milton	October-November 2024	ROW	162,483 CYs	72 Staff	\$2,882,682
City of Venice, FL	Hurricane Milton	October-November 2024	ROW	106,930 CYs	26 Staff	\$731,914
Sarasota County, FL	Hurricane Helene	September 2024-Ongoing	ROW	2,396 CYs	15 Staff	\$73,089
Manatee County, FL	Hurricane Helene	September-October 2024	ROW	12,006 CYs	20 Staff	\$187,115
City of Venice, FL	Hurricane Helene	September-November 2024	ROW	277 CYs	5 Staff	\$2,495
City of Bradenton, FL	Hurricane Helene	September-November 2024	ROW	1,609 CYs	8 Staff	TBD
Sarasota County, FL	Hurricane Debby	August-November 2024	ROW	11,271 CYs	11 Staff	\$163,111
USACE Maui County, HI	Lahaina Fire	2023-Ongoing	Wildfires PPDR, HHW Collection, and Vehicle Removal	46,500 Tons	30 Staff	See note**
USACE Maui County, HI	Lahaina Fire – Kula Upcountry Fire	August-December 2023	ROE and PPDR	5,509 Tons	12 Staff	See note**
USACE Guam	Mawar Typhoon	May 2023-August 2023	ROW and Hazardous Trees	125,591 CYs plus 14,421 Tons	36 Staff	See note**

Client	Project	Dates Worked	Programs	CYs/Tons	Staff	Project Cost
Calcasieu Parish, LA	Hurricane Laura	2021	Parks and Waterways	2,263,733 CYs	241 Staff	\$162,171,725
City of Chattanooga, TN	Tornado	April-July 2020	ROW	322,200 CYs	48 Staff	\$6,672,646
Collier County, FL	Hurricane Irma	May-September 2018	Waterways	57,772 CYs plus 2,215 Tons	63 Staff	\$18,273,161

Regional Project Manager

Following the impact of Hurricane Ian on the Florida coast, Will was deployed as a regional manager to oversee multiple projects in the Sarasota area. Will coordinated staff training for multiple projects, oversaw all aspects of day-to-day operations, and serves as the primary point of contact for client, staff, and contractors.

Immediately following the impact of Hurricane Ida on the Louisiana Gulf Coast, Will was deployed as a regional manager to oversee the successful initiation of multiple engagements in Eastern Louisiana. Will coordinated staff training for multiple unique activations, liaised with Tetra Tech logistics to the appropriate supply of assets and equipment were available immediately and worked with Tetra Tech's health and safety managers to develop unique health and safety plans for each unique activation.

Eight contracts were activated throughout Broward County following Hurricane Irma. Will was assigned to the region to oversee the project managers and their programs. As the senior manager overseeing debris removal operations that spanned a region of over 1 million residents, Will's primary responsibilities included overseeing 16 separate debris hauling contracts, proper segregation at disposal sites used by multiple municipalities, data and reporting integrity, staffing and training.

Client	Project	Dates Worked	Programs	CYs/Tons	Staff	Project Cost
Sarasota County, FL	Hurricane Ian	September 2022-February 2023	ROW and Hazardous Trees, Mobile Home Parks, Waterways, and School Board Collection	3,400,677 CYs	492 Staff	\$56,223,800
St. Helena Parish, LA	Hurricane Ida	August 2021-March 2022	ROW and Hazardous Trees	350,250 CYs	86 Staff	\$6,440,965
St. James Parish, LA	Hurricane Ida	August 2021-April 2022	ROW and Hazardous Trees	97,634 CYs	67 Staff	\$2,364,640
Broward County, FL	Hurricane Irma	August-November 2017	ROW	449,340 CYs plus 3,349 Tons	212 Staff	\$9,116,094

Debris Group Supervisor

Will worked with CalRecycle as debris group supervisor to outline debris removal and property assessment in six counties including Butte, Siskiyou, Trinity, Shasta, Plumas, and Placer Counties. Managed property assessments, debris management site oversight, coordinated with debris removal contractors. Provided project management for 150 personnel. Weekly meetings with CalRecycle and CalOES to further define scope and outline progress. The project included 1,700 properties.

Client	Project	Dates Worked	Programs	CYs	Staff	Project Cost
CalRecycle, CA	Northern Branch Wildfire	November 2020-July 2021	PPDR	501,097 Tons	314 Staff	\$249,261,377

Operations Section Chief

Will served as an Operations Section Chief for the largest wildfire in California State History. In his role as Operations Section Chief, Will served as a conduit between State agencies, Tetra Tech and Debris Removal Contractors. Will had purview over the day-to-day activities of employees and oversaw the management and documentation from the safe and eligible remediation of 3,500 fire damaged and destroyed properties.

Client	Project	Dates Worked	Programs	Tons	Staff	Project Cost
CalRecycle, CA	Camp Fire, CA	January 2019-March 2020	ROW, PPDR, and Hazardous Trees	3,674,813 Tons	504 Staff	\$1,114,883,816

Field Project Manager

Will served a lead field project manager for the Early County, Georgia USACE mission to remove debris that was a result of Hurricane Michael in the State of Georgia. He was responsible for the field supervisor, dispatch, and quality assurance/quality control of field quality control monitors that documented debris removal efforts.

Client	Project	Dates Worked	Programs	CYs/Tons	Staff	Project Cost
USACE Early County, GA	Hurricane Michael	November-December 2018	ROW and PPDR	237,650 CYs plus 183 Tons	152 Staff	See note**

Deputy Operations Section Chief

Will served as a Deputy Operations Section Chief supporting the oversight of debris removal from nearly 1,300 structures following the September 2018 Carr Fire in Shasta County, CA.

Client	Project	Dates Worked	Programs	CYs	Staff	Project Cost
CalRecycle, CA	Carr Fire	September-November 2018	PPDR	522,333 CYs	106 Staff	\$100,684,228

Lead Field Manager

In October of 2017, more than 250 wildfires erupted and burned throughout Northern California (NORCAL). Due to the scale and severity of the fires, the United States Army Core of Engineers (USACE) was tasked with the assignment of the debris removal mission. USACE selected three prime contractors to work in the three fire damaged regions and Tetra Tech provided the documentations services for all three contractors. Will served as a Lead Field Manager for the northern region and was responsible for the management and implementation of *RecoveryTrac*™ Automated Debris Management System (ADMS) to document debris removal efforts.

Client	Project	Dates Worked	Programs	Tons	Staff	Project Cost
USACE Sonoma County, CA	NORCAL Fires	November 2017-February 2018	PPDR	210,264 Tons	456 Staff	See note**

**Detailed project information available upon request.

13 YEARS OF
EXPERIENCE

Areas of Expertise

Disaster Debris Management

Right of Way (ROW)

Right of Entry (ROE)

Private Property

Hazardous Tree Program

Grant Experience

FEMA PA

Key Training/Certifications

RecoveryTrac™ ADMS

OSHA HAZWOPER 40-Hour

FEMA ICS 100 and 200

Education

Louisiana Tech University,

Bachelor of Science in Education

EXPERIENCE SUMMARY

Mr. James Ward is an experienced and skilled professional with a strong background in disaster debris management. With extensive experience in various disaster events, he brings valuable expertise to the role. In his previous positions, James has demonstrated his ability to oversee and manage field operations effectively. As a Project Manager, he provides project implementation and oversight, serving as the primary point of contact for clients, contractors, and FEMA representatives. He also plays a key role in hiring and training local debris monitors, ensuring smooth project execution.

James's experience as an Operations Manager showcases his organizational skills and resource optimization abilities. He initiated projects, identified debris management sites, and managed the hiring and training of debris monitors. He excelled in coordinating field staff and interacting with clients to streamline debris recovery efforts. Additionally, James has a strong background in hazardous tree assessment and removal. As an Area Leader, he oversaw the monitoring and removal of hazardous trees in the right-of-way, ensuring safety and compliance.

RELEVANT EXPERIENCE
Operations Manager

James assisted with project initiation, the identification of local debris management sites, and the hiring and training of locally hired debris monitors. As an Operations Manager, James was responsible for managing debris monitoring resources, overseeing field staff, and interacting with clients and partners to efficiently recover disaster debris. This includes scheduling debris monitoring resources, providing field staff with appropriate training, submitting dispatches to account for staff and their hours worked, and documenting recovery efforts.

- City of Brazoria, City of Angleton, and Brazoria County, TX – Hurricane Beryl, 2024
- Polk County, FL – Hurricane Ian, October 2022- February 2023
- St. John the Baptist Parish, LA – Hurricane Ida, 2021
- City of Lake Charles, LA – Hurricane Laura, September 2020-May 2022
- City of Gulfport, MS – Hurricane Zeta, November 2020-February 2021
- Allen Parish, LA – Hurricane Laura, 2020
- CalRecycle, CA | NorCal – Wildfires, 2017

- Ascension Parish, LA – Severe Storms and Flooding, August 2016-February 2017
- Harris County, TX – Severe Storms and Flooding, April-May 2016

Project Manager

As a Project Manager, James provided project implementation and oversight and served as the primary point of contact for client staff, contractors, and FEMA representatives. He also oversaw operations and the hiring and training of local debris monitors, where he was deployed for project setup and to establish field operations.

- Travis County, TX – 2023 Severe Winter Storm, February 2023-January 2024
- Florida Dept. of Environmental Protection – Hurricane Ian, October 2022- February 2023
- City of Slidell, LA – Hurricane Zeta, October-November 2020
- Brazoria County, TX – Hurricane Harvey, September 2017-January 2018
- City of Port Orange, FL – Hurricane Matthew, October 2016-January 2017

Area Leader

James was responsible for the oversight of hazardous tree assessment and hazardous tree removal. He oversaw a team of monitors and trained arborists monitoring the removal of hazardous trees in the right-of-way.

- CalRecycle Northern Branch – California Wildfires, November 2020-June 2022

Deputy Project Manager

James assisted the Project Manager in overseeing field operations, scheduling, health and safety, inventory control, equipment distribution, field staff management, and quality assurance and quality control.

- Virginia Department of Transportation – Winter Storms, 2021

Deputy Section Chief/Branch Director

James oversaw the hazardous tree removal program, including field operations and contractual/business aspects. He enforced the provisions of the client's contract with collection contractors and served as the primary point of contact for client staff. Additionally, he implemented quality assurance and control measures and reviewed daily contractor activity and invoices.

- CalRecycle – Camp Fire, January-September 2019
- CalRecycle – Carr Fire, September 2018-January 2019

Field Supervisor

James' responsibilities as a Field Supervisor include field monitor dispatch, health and safety, reimbursement documentation, and oversight of loading site monitoring activities. James also worked closely with data managers and ADMS specialists to document and track operations.

- City of Cape Coral, FL – Hurricane Ian, October 2022-March 2023
- City of Houston, TX – Severe Storms and Flooding, May-August 2015



Benjamin Arredondo

Field Supervisor

4

YEARS OF
EXPERIENCE

Areas of Expertise

Field Supervision

Quality Control and Quality Assurance

Key Training/Certifications

OSHA HAZWOPER 40-hour Certification

FEMA ICS 100, 200, 700 & 800

Education

South Texas College, Certification Computer Engineering & Graphics, 2011

EXPERIENCE SUMMARY

Mr. Benjamin Arredondo is a highly motivated team leader responsible for facilitating recovery efforts for areas impacted by disasters. With proficient training in FEMA Incident Command, he can coordinate a comprehensive recovery effort by effectively monitoring staff, contractor needs, and client expectations.

RELEVANT EXPERIENCE

Field Supervisor (2020 – Ongoing)

Various Clients and Projects

Benjamin is responsible for the quality control of debris site/tower monitors, field coordinators, and project inspectors and ensuring that all documentation that is being captured is FEMA-compliant during debris removal operations.

- CalRecycle, CA – Merced County Floods
- Tulare County, CA – Severe Winter Storm and Flooding
- City of Santa Barbara, CA – Winter Storm and Flooding
- VDOT, VA – Winter Storm
- Calcasieu Parish, LA – Hurricane Laura

Quality Control Specialist (2022)

USACE | New Mexico Wildfires, Flooding, and Mudflows

Benjamin works closely with field monitors and supervisors and the data team to ensure quality assurance and quality control (QA/QC).

Task Force Leader (August 2020)

Various Clients and Projects

Benjamin assisted with logistical responsibilities, such as tracking and collecting inventory. Additionally, he was responsible for hazardous tree assessment and removal where he served as a Task Force Leader for the following projects:

- CalRecycle, CA – Dixie Fire (October 2021 – Ongoing)
- CalRecycle, CA – Northern Branch Wildfires (August 2020 – August 2022)

Disposal Monitor (July – September 2020)

Hidalgo County, TX | Hurricane Hanna

Benjamin served as a disposal monitor responsible for recording information for load tickets, monitoring contractor safety, and reporting any damage resulting in the removal of debris.

9+YEARS OF
EXPERIENCE**20+**

DISASTERS

\$8.2M+GRANT
FUNDING**Areas of Expertise**

Disaster Debris Management

Data Collection, Utilization, and
Validation

Data Management

Report designs

Reimbursement Policies and
Procedures

Public Relations

Invoice Reconciliation

EducationUniversity of Texas at San Antonio,
Bachelor of Science in Biology with a
Concentration in Microbiology/
Immunology**EXPERIENCE SUMMARY**

Mr. Ricardo Bosques is a data and automated debris management system (ADMS) technology specialist for Tetra Tech, where his understanding of Federal Emergency Management Agency (FEMA) eligibility and documentation requirements for public assistance debris removal programs have aided him in quality control and oversight of multiple projects. Ricardo is responsible for the implementation of Tetra Tech's *RecoveryTrac*™ ADMS technology as well as oversight and management of field data managers and invoice analysts. He supports the implementation of ADMS in the field, as well as establishing quality assurance and project reporting standards for disaster debris monitoring operations. Ricardo has focused on providing complete auditable datasets that maximize reimbursement and are project worksheet ready.

RELEVANT EXPERIENCE**Senior Data Manager (2020-Present)****Various Clients and Projects**

Ricardo handles overall project setup for various Tetra Tech disaster response monitoring operations through *RecoveryTrac*™ ADMS. He also creates and oversees specialized reporting requested by the clients, handles debris contractor invoicing data and documentation, provides client demonstrations of the geoportal GIS tracking system, abiding and following FEMA compliance pertaining to the debris removal operations, and data tracking.

Ricardo has supported the following projects as the Senior Data Manager:

- Hurricane Helene – Multiple Clients in Florida, Georgia, South Carolina, and North Carolina, 2024
- Hurricane Milton – Multiple Clients in Florida, 2024
- Hurricane Idalia – Florida Department of Environmental Protection: Parks and Waterways, Leon County, Pasco County, and City of St. Petersburg, Florida, 2023
- New Mexico Wildfires – United States Army Corps of Engineers, 2023
- Severe Storms and Floods – State of Vermont, 2023
- Severe Storms and Tornadoes – City of Tulsa, Oklahoma, 2023
- Severe Storms and Tornadoes – City of Rolling Fork, Mississippi, 2023
- Severe Storms and Tornadoes – City of Sherwood and City of North Little Rock, Arkansas, 2023

- Hurricane Ian – Sarasota County, Charlotte County, Collier County, Polk County, Manatee County, Volusia County, Highlands County, Seminole County, Orange County, and the City of Cape Coral, Florida, 2022
- Severe Winter Storms – Warren County and City of Bowling Green, Kentucky
- Lake Houston Silt Removal | 2022 – City of Houston, Texas, 2022
- Hurricane Ida – Audubon Nature Institute, City of Central, City of Covington, Iberville Parish, St. John the Baptist Parish, St. Helena Parish, St. James Parish, Tangipahoa Parish, Town of Gramercy, and Town of Litcher, Louisiana, 2021
- Hurricane Zeta – Dallas County, Marengo County, and Wilcox County, Alabama; City of Diamondhead, City of Gulfport, and Hancock County, Mississippi, 2020
- Hurricane Laura – Orange County, Texas; Jefferson Davis Parish, City of Lake Charles, Calcasieu Parish, Acadia Parish, Rapides Parish, City of Dequincy, City of Crowley, City of Sulphur, City of Vinton, City of Westlake, and Town of Iowa, Louisiana, 2020

Invoice Reconciliation Manager (January 2019-December 2019)

CalRecycle | Camp Fire

Ricardo served as the invoice reconciliation manager for the prime debris contractor Ceres Environmental, Inc. following the Camp Fire incident.

- Provided oversight, quality control, and guidance during the invoice reconciliation process for over 6.6 million cubic yards of debris removed across 2,800 parcels

Regional ADMS/Data Manager (August 2017-2018)

City of Houston, Texas | Hurricane Harvey

While Hurricane Harvey made landfill near Rockport, Texas, the slow moving tropical system brought bands of heavy rain. An average of 40 inches of total rainfall, the equivalent of 1.2 trillion gallons of water, dropped onto Harris County and the City of Houston. As a result, the City experienced widespread flooding and activated program management and monitoring services from Tetra Tech.

- Ricardo, a local resident of the City, was designated as the lead data manager and has overseen the documentation of over 1.4 million cubic yards of debris removed.
- He oversaw the reconciliation with the multiple prime contractors the City tasked with debris removal following Hurricane Harvey.

Data Manager

As part of the selected contractor's team, Tetra Tech provided data management and administrative functions to support debris removal efforts of fire related debris and hazards from private property in the impacted areas. Ricardo oversaw data management efforts and validated the documentation. He managed a variety of projects related to Post-Event recovery and monitoring services, and also interacted with clients, consultants, staff members and strategic partners to accurately document and efficiently recover disaster debris. He produced reports, documents, graphs, and other management tools for tracking project process, and provided ongoing communication and project management tasks for both client and company use, utilizing a variety of technology to ensure both client satisfaction and project success. Ricardo was responsible for monitoring site safety and maintaining safety awareness to ensure safe working environment. He can also prepare daily status reports to provide the client with visibility into debris removal operations and worked with the client and FEMA to meet supporting documentation requests needed for the development of PWs.

- Town of Hilton Head, South Carolina – Hurricane Matthew, October 2016-May 2017
- CalRecycle, CA – Erskine Fire Remediation, August-October 2016
- Calaveras County, CA – Wildfires (PPDR Program), January-August 2016
- City of San Marcos, TX – Severe Storms and Flooding, October 2015-January 2016
- Hays County, TX – Memorial Day Flooding, October 2015-March 2016



Jeff Dickerson

GIS Analyst

30+ YEARS OF
EXPERIENCE

13+ APPLICATIONS
MANAGED

6K+ APPLICATION
USERS

Areas of Expertise

Recovery Technology Solutions /
ADMS

Resource Deployment and
Tracking

Readiness Training and Exercises

Disaster Operations Support

20+ Years Military Experience

Grant Experience

CDBG-DR

Key Training/Certifications

FEMA IS-632, IS-700, IS-922

Disasters

4798 Hurricane Beryl

4781 Texas Severe Storms, Wind
Event, And Floods

4724 Maui Wildfires

4734 Hurricane Idalia

4673 Hurricane Ian

4337 Hurricane Irma

4340 Hurricane Maria

4240 CA Wildfires

4223 TX Flooding

4087 Hurricane Sandy

4106 CT Winter Storm

1609 Hurricane Wilma

Education

Thomas Edison University,
Associate of Science, Nuclear
Engineering Technology, 1997

EXPERIENCE SUMMARY

Mr. Jeffrey Dickerson has more than 30 years of experience in program management, with extensive experience in technical organizational management, training, and readiness exercises. He is a military veteran with skills in leadership, training, and personnel development. As the Director of Information Technology, Jeff is responsible for the planning, development, deployment of *RecoveryTrac*™ applications supporting the delivery of professional services for our clients.

Jeff has extensive experience in process improvement and application of advanced technology to boost efficiency in delivery of services. He has presented at the National Hurricane Conference on the use and application of technology to improve disaster response cost efficiency as well as supporting Client technology seminars.

Jeff has led the development and support of Tetra Tech's *RecoveryTrac*™ suite of applications most notably the Automated Debris Management System (ADMS). Validated by the USACE on both 2015 and 2023, it is the preferred provider by the USACE debris contractors, providing ADMS services to 7 of 8 USACE districts globally. *RecoveryTrac*™ ADMS flexibility and GIS capabilities provide best-in-class reporting and analysis tools. Additionally, *RecoveryTrac*™ ADMS technology web-based data feeds enable direct integration into client GIS and emergency management systems.

RELEVANT EXPERIENCE

Senior Management Team | Technology Solutions for Debris Removal Monitoring, Grant Management, Case Management and Logistics

Responsible for the technology solutions used to deliver professional services projects to Tetra Tech's Clients, Jeff is responsible for the planning, development, and customization of the *RecoveryTrac*™ software suite of applications. The *RecoveryTrac*™ suite includes Grant Management, Case Management, Debris Removal ADMS, Time Tracking, Logistics/Sheltering and Fleet Management/Tracking. He works closely with delivery teams and management to ensure the software meets and exceeds regulatory and statutory requirements for disaster related reimbursement programs. He has directly managed projects and/or software solutions under the FEMA Public Assistance, HUD CDBG-DR, Department of the Treasury ERAP, and several State and Local Logistics and Sheltering programs.

Notable recent key projects include the following:

- Tetra Tech's *RecoveryTrac*™ suite's SOC2 Certification (2023-2024)
- State and Local Sheltering and Logistic Tracking Programs (2022-2024)
- State and Local Emergency Rental Assistance Program (2022 – 2023)
- Puerto Rico Department of Housing | Environmental Reviews (2019 – 2022)

Subject Matter Expert | *RecoveryTrac*™ ADMS Software Services (July 2012 – Present)

Jeff designed and oversaw the development testing and continuous improvement of the *RecoveryTrac*™ ADMS software application over the last 12 years of ADMS deployments. It can operate in the harshest environments, simple and straight forward to use, proven in the field and is the most widely used ADMS solution in the market.

Placed in service in 2012 and used exclusively since, *RecoveryTrac*™ Debris celebrates the following achievements:

- Only USACE validated ADMS system in both 2015 and 2023, ADMS provider for 7 of 8 USACE districts.
- Activated on 5 separate ADMS missions from 2017-2024.
- Used on just over 400 FEMA debris removal projects from 2012-Present.
- During simultaneous activations for Hurricanes Harvey (TX) and Irma (FL) over 6,000 ADMS devices in use

The ADMS application and related services continue to adapt to the changing industry and regulatory changes. For example, integration with *RecoveryTrac*™ Time continue to improve the end-to-end documentation with ADMS records to support reimbursement and reduce the time to address any questions arising from submissions or subsequent audits.

Subject Matter Expert | *RecoveryTrac*™ Geospatial (GIS) Software Services (August 2013 – Present)

Beginning shortly after the introduction of *RecoveryTrac*™ ADMS, Jeff introduced the industry first geospatial integration and extension of debris removal data generated by ADMS. Referred to as a “Geoportal”, the ADMS data was automatically converted to GIS objects and visualized in an easy-to-use Web-based application allowing Clients direct access to debris data and photos allowing online review and interaction. The Geoportal offered several other “firsts” including near-real time Truck, Crew and Monitor locations and an incident tool to document operational issues like damage to property, surveys, and safety related reports. All these features were available to every Tetra Tech Client along with the *RecoveryTrac*™ ADMS software. Several other GIS features have also been made available including:

- GIS based road condition and debris surveys with integrated video
- Transportation modeling to determine debris disposal site coverage for distance and time
- Debris removal truck route determination using Fleet tracking data and pre-set route gateways
- Automated GIS hazard analysis of potential debris disposal sites (Flood plain, Wetland, and Archaeology)
- 3D Drone capture and AI analysis of Wildfire burn scar including determination of damaged buildings

Subject Matter Expert | *RecoveryTrac*™ Environmental Case Management Software Services (August 2017 – Present)

Jeff managed development of the software solution, Client deliverables and staffing for the HUD-CDBG-DR mandated environmental reviews (Tier II Site Specific Reviews), Damage Assessment Inspection/Cost Estimate,

LBP, and Asbestos Inspection program in accordance with 24 CFR Part 58 for several State level programs for a total of nearly 68,000 hurricane and flood damaged properties, these CDBG-DR programs included:

- Puerto Rico Department of Housing (2019 – Present)
- State of Florida Department of Economic Opportunity (2018 – Present)
- State of Texas General Land Office (2018 – 2022)
- State of North Carolina Office of Recovery and Resiliency (2018 – 2019)
- State of Louisiana Office of Community Development (2017 – 2020)

The *RecoveryTrac*™ Case Management of Environmental Reviews software was built and configured to streamline the HUD environmental review process by creating automation to evaluate applicant properties quickly and accurately. In larger programs, the cost to perform a standard Tier 2 review was reduced by nearly 75% and capacity was dramatically increased. For example, in the Louisiana program, average weekly review capacity approached 1,000 reviews per week and peaked at over 1,500 reviews for the week. Mobile Inspection tools were combined with report automation to reduce the on-site time and increase productivity by not having to manually create reports. The tracking tools provided exceptional pipeline management and ensured applicant properties requiring specialized reviews were processed within contract requirements but more importantly minimized the delays in the applicants receiving the needed program assistance dollars.



Macy Moore

Project Coordinator

7 YEARS OF
EXPERIENCE

Areas of Expertise

Project Coordination

Project Setup

Staff Training

Organization

QA/QC

Scheduling and Dispatch

Adherence to State Labor Laws

Key Training/Certifications

HAZWOPER 40

FEMA ICS-100 and ICS-200

Education

Hilton Head High, HS Diploma,
2014

Charleston Southern University

EXPERIENCE SUMMARY

Ms. Macy Moore is an accomplished Regional Project Coordinator with five years of experience in the disaster recovery industry. Since joining Tetra Tech in 2017, she has supported projects in California, as well as multiple states along the Gulf and East coasts following hurricanes, tornadoes, and wildfires. Macy is responsible for onboarding, training, and assisting with the oversight of PC teams to ensure that projects run smoothly and efficiently.

RELEVANT EXPERIENCE

Regional Project Coordinator

Macy's responsibilities include the hiring and oversight of local project coordinators, coordination between project management and field staff, HR and payroll liaison, and QA/QC of project documentation and time records. She was responsible for conducting interviews for potential administrative staff. Macy provided day-to-day support for operations and was responsible for the organization and tracking of licenses used for Tetra Tech's Tetraforms system. Macy is also responsible for ensuring that employees are in compliance with state policies and labor laws.

- Multiple Clients in Texas (City of Alvin, City of Pearland, City of Angleton, and Brazoria County) – Hurricane Beryl, July 2024-Present
- Leon County and City of Tallahassee, FL – Severe Storms, 2024-Present
- City of Louisville, KY – Tornado, 2024-Present
- DeSoto County, FL – Emergency Watershed Project, 2024-Present
- Maui County, HI – Wildfires, 2023-2024
- Southwest Florida (Collier County, Charlotte County, and Lee County) – Hurricane Ian, September 2022-Present
- CalRecycle, CA – Dixie-Caldor Fire, October 2021-September 2022
- CalRecycle, CA – Northern Branch Complex Fire, November 2020-October 2021
- Various Clients in Alabama, Florida, and Louisiana – Hurricane Laura and Hurricane Sally, September-November 2020

Project Coordinator

As a project coordinator, Macy was responsible for the onboarding of field monitors, I9 processing, and payroll assistance. Macy also oversaw onboarding and training field monitors, hiring local project coordinators, and monitoring Tetra Tech's time keeping system. She was responsible for processing payroll and Health and Safety documentation and served as a liaison between field and office staff. Macy also assisted with debris monitoring and disposal sites, and documentation of the haul out process. At

the end of some projects, Macy has also been responsible for assisting with QA/QC of right-of-way documentation and other final reporting tasks.

- Multiple Clients in Florida (Brevard County, St Johns County, Seminole County, City of Vero Beach, and City of Cape Coral) – Hurricane Milton, October 2024-Ongoing
- Alachua County and City of Gainesville, FL – Hurricane Helene, October 2024-Ongoing
- Buncombe County, McDowell County, and Polk County, NC – Hurricane Helene, October-November 2024
- U.S. Virgin Islands – Tropical Storm Ernesto, August-October 2024
- Hernando County, Leon County, and Sarasota County, FL – Hurricane Debby, August-October 2024
- City of Edinburgh, TX (Remote Support) – Hurricane Hanna, July-August 2020
- Hamilton County and City of Chattanooga, TN – Tornado, April-May 2020
- Various Clients in South Carolina – Hurricane Dorian, September-October 2019
- CalRecycle, CA – Camp Fire, January 2019-September 2020
- Various Clients in North Carolina – Hurricane Florence, September-Dec. 2018
- Town of Brookfield and Town of New Fairfield, Connecticut – Severe Storms, June-August 2018
- Miami-Dade County, Miami-Dade County Parks, and City of Miami – Hurricane Irma, September 2017-April 2018

F. Cost Proposal Form

Please find the cost proposal form on the following page.

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

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem. Special costs such as boat rental and marine expenses may be billed to the Owner at cost without mark-up. **Proposer may also include additional, optional positions and services.**

Name of Proposer:	Tetra Tech, Inc.
Signature:	
Title:	Jonathan Burgiel, Business Unit President

Position	Hourly Rate *
Project Manager	\$ 65.00
Operations Manager	\$ 55.00
Data Manager	\$ 45.00
GIS Analyst	\$ 45.00
Field Supervisor	\$ 45.00
Debris Site/Tower Monitors	\$ 36.00
Collection Monitor	\$ 36.00
Data Entry Clerk/Clerical	\$ 55.00
Billing/Invoice Analysts	\$ 45.00

*The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U) (All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

Rates for Optional, Additional Services

As stated in the RFP, various grant management and/or disaster recovery consulting roles may be activated beyond the scope of work for disaster debris monitoring. In the interest of providing the County with all needed services under one roof, we have provided a rate schedule for **optional, additional positions** that may be leveraged to fulfill **optional, additional areas of work**. If the County requires additional information, it can be provided upon request.

Optional, Additional Services Hourly Rates

Category	Hourly Rates
Customer Service Specialist	\$50.00
Site Inspector	\$60.00
Analytical Aide	\$95.00
Planning Aide	\$100.00
Consulting Aide	\$110.00
Assistant Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$115.00
Program Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$125.00
Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist I	\$135.00
Public Assistance/Grant Management Consultant	\$145.00
Consultant/Planner/Scientist/Assessor/Analyst/ Environmental Specialist II	\$155.00
Consultant/Planner/Scientist/Assessor/Analyst/ Environmental Specialist III	\$170.00
Senior Public Assistance/Grant Management Consultant	\$170.00
Supervising Public Assistance Consultant	\$180.00
Senior Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$185.00
Supervising Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$190.00
Program Manager	\$195.00
Senior Program Manager	\$205.00
Principal Consultant/Planner/Scientist/Assessor/Analyst	\$215.00
Principal in Charge/ Executive Consultant/Planner/Scientist/Assessor/Analyst	\$235.00
Subject Matter Expert	\$270.00

G. Copy of RFP Specifications and Addenda

Please find the entire RFP as well as all addenda released by the County in the following pages. All requested forms within the RFP have been completed and requested information has been provided.

**JEFFERSON COUNTY PURCHASING DEPARTMENT***Deborah L. Clark, Purchasing Agent***1149 Pearl Street
1st Floor, Beaumont, TX 77701****OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456****LEGAL NOTICE****Advertisement for Request for Proposal**

August 5, 2025

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for **Request for Proposals (RFP 25-035/CG), Emergency Debris Monitoring Services for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327. Specifications for this project may be obtained from the Jefferson County website, <https://jeffersoncountytexas.gov/Purchasing/>, or by calling 409-835-8593.**

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

PROPOSAL NAME: Emergency Debris Monitoring Services for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.

PROPOSAL NUMBER: RFP 25-035/CG

DUE DATE/TIME: 11:00 AM CT, Wednesday, September 10, 2025

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

Any questions relating to these requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or Cynthia.greene@jeffersoncountytexas.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or email at: deb.clark@jeffersoncountytexas.gov.

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

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

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

A handwritten signature in black ink that reads "Deborah Clark".

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:**Beaumont Enterprise & Port Arthur News:**

August 6, 2025

The Examiner:

August 7, 2025 & August 14, 2025

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PROPOSAL SUBMITTAL CHECKLIST

REQUIRED FORM
Proposer:
 Please complete this
 form and include with
 proposal submission.

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

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

Proposer shall check each box indicating compliance.

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

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

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

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

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

Tetra Tech, Inc.

Company

2301 Lucien Way, Ste. 120, Maitland, FL, 32751

Address

Jonathan Burgiel

Authorized Representative (Please print)

Authorized Signature

(407) 803-2551

Telephone Number

(321) 441-8501

Fax Number

Business Unit President

Title

9/8/2025

Date

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding Emergency Debris Monitoring Services.

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

1.1 VENDOR INSTRUCTIONS

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

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

1.2 GOVERNING LAW

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

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

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

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

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

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

1.5 PROPOSAL PREPARATION COST

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

1.6 SIGNATURE OF PROPOSAL

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

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

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

1.7 ECONOMY OF PRESENTATION

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

1.8 PROPOSAL OBLIGATION

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

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

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

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

1.10 GOVERNING FORMS

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

1.11 IMPLIED REQUIREMENTS

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

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

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

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

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

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

1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

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

INSTRUCTIONS:

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

Vendors must enter the required information on Form 1295, and print a copy of the completed form.

The form will include a certification of filing that will contain a unique certification number.

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

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

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 7.

FORM 1295 Implementation Background:

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE COMPLETED FORM 1295

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY 	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X
5 Check only if there is no Interested Party. CHECK BELOW IF APPLICABLE ☐			
6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. My name is _____, and my date of birth is _____. My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) _____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

425
FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1355154

Date Filed:
08/26/2025

Date Acknowledged:

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

Tetra Tech, Inc.
Houston, TX United States

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

Jefferson County Purchasing Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 25-035/CG
Emergency Debris Monitoring Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Jonathan Burgiel, and my date of birth is May 2, 1962.

My address is 2301 Lucien Way, Ste. 120, Maitland, FL, 32751, USA.
(city) (state) (zip code) (country)

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

Executed in Orange County, State of Florida, on the 26 day of August, 2025.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

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

1.16 EVALUATION

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

1.17 WITHDRAWAL OF PROPOSAL

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

1.18 SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

Dallas Fort Worth MBDA Business Center

8828 N. Stemmons Freeway, Ste. 550 B

Dallas, TX 75247

214-920-2436

Website: <https://www.mbdadfw.com>

Email: admin1@mbdadallas.com

El Paso MBDA Business Center

2401 East Missouri Avenue

El Paso, TX 79903

915-351-6232

Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>

Email: treed@ephcc.org

Houston MBDA Business Center

3100 Main Street, Ste. 701

Houston, TX 77002

713-718-8974

Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>Email: mbda@hccs.edu**San Antonio MBDA Business Center**

501 W. Cesar E. Chavez Blvd., Ste. 3.324 B

San Antonio, TX 78207

210-458-2480

Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>Email: Jacqueline.jackson@utsa.edu

Small and woman-owned business may be eligible for assistance from U.S. Small Business Administration (SBA):

Website: <https://www.sba.gov/local-assistance>**Dallas/Fort Worth District Office**

150 West Parkway, Ste. 130

Euless, TX 76040

817-684-5500

Website: <https://www.sba.gov/district/dallas-fort-worth>Email: dfwdo.email@sba.gov**El Paso District Office**

211 N. Florence St, Ste. 201

El Paso, TX 79901

915-834-4600

Website: <https://www.sba.gov/district/el-paso>Email: Suzanne.aguirre@sba.gov**Houston District Office**

8701 S. Gessner Dr, Ste. 1200

Houston, TX 77074

713-773-6500

Website: <https://www.sba.gov/district/houston>Email: houston@sba.gov**Lower Rio Grande Valley District Office**

2422 E. Tyler Ave, Suite E

Harlingen, TX 78550

956-427-8533

Website: <https://www.sba.gov/district/lower-rio-grande-valley>Email: lrgvdo.email@sba.gov**San Antonio District Office**

615 E. Houston St, Ste 298

San Antonio, TX 78205

210-403-5900

Website: <https://www.sba.gov/district/san-antonio>Email: sado.email@sba.gov

West Texas District Office

1205 Texas Ave, Room 408

Lubbock, TX 79401

806-472-7462

Website: <https://www.sba.gov/district/west-texas>

Email: lubdo@sba.gov

HUB certification information can be found at:

Statewide Procurement Division HUB Program

P.O. Box 13528

Austin, TX 78711

512-463-5872 or 888-863-5881

Website: <https://comptroller.texas.gov/purchasing/vendor/hub>

Email: statewidehubprogram@cpa.texas.gov

PROPOSER: INSERT HUB, SBE, MBE or WBE Certification behind this page.

1.19 AWARD

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

1.20 OWNERSHIP OF PROPOSAL

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

1.21 DISQUALIFICATION OF PROPOSAL

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

1.22 CONTRACTUAL DEVELOPMENT

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

1.23 ASSIGNMENT

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

1.24 CONTRACT OBLIGATION

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

1.25 TERMINATION

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

1.26 INSPECTIONS

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

1.27 TESTING

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review.

Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.28 LOSS, DAMAGE, OR CLAIM

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

1.29 TAXES

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

1.30 NON-DISCRIMINATION

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

1.31 CONFLICT OF INTEREST

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

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

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

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

1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

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

acceptable, and will make the entire proposal submission subject to release under the Texas Public Information Act.

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

1.33 WAIVER OF SUBROGATION

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

1.34 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for this proposal. Proposer also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Proposer's proposal. The insurance requirements are part of this package.

1.35 INSURANCE REQUIREMENTS

The contractor (including any and all subcontractors as defined in Section 1.36 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability. All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 1.36 Below)

1.36 WORKERS' COMPENSATION INSURANCE

1.36.1 Definitions:

1.36.1.1 Certificate of coverage ("Certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.36.1.2 Duration of the project – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.36.1.3 Persons providing services on the project ("subcontractor") in article 406.096 – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation,

independent contractors, subcontractor, leasing companies, motor carriers, owner-operators,⁴³³ employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.36.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.35 above.

1.36.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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

1.36.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.36.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

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

1.36.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.36.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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

1.36.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

1.36.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

1.36.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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

1.36.9.4.1 A certificate of coverage, prior to the other person beginning work⁴³⁴
on the project; and

1.36.9.4.2 The coverage period, if the coverage period shown on the current
certificate of a new certificate of coverage showing extension of coverage, prior to
the end of coverage ends during the duration of the project.

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

1.36.9.6 Notify the governmental entity in writing by certified mail or personal
delivery, within ten (10) days after the person knew or should have known, of any
change that materially affects the provision of coverage of any person providing
services on the project; and

1.36.9.7 Contractually require each person with whom it contracts to perform as
required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be
provided to the person for whom they are providing services.

1.36.10 By signing this contract or providing or causing to be provided a certificate of
coverage, the Contractor is representing to the governmental entity that all employees
of the contractor who will provide services of the project will be covered by workers'
compensation coverage for the duration of the project, that the coverage will be based
on proper reporting of classification codes and payroll amounts, and that all coverage
agreements will be filed with the appropriate insurance carrier or, in the case of a
self-insured, with the commission's Division of Self-Insurance Regulation. Providing
false or misleading information may subject the contractor to administrative penalties,
criminal penalties, civil penalties, or other civil actions.

1.36.11 The Contractor's failure to comply with any of these provisions is a breach of
contract by the Contractor which entitles the governmental entity to declare the
contract void if the Contractor does not remedy the breach within ten (10) days after
receipt of notice of breach from the governmental entity.

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

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



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
09/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Tetra Tech, Inc. 3475 E. Foothill Boulevard Pasadena, CA 91107 USA	INSURER A: Safety National Casualty Corp 15105	
	INSURER B: American International Group UK Ltd AA1120187	
	INSURER C: Allied World Surplus Lines Insurance Co 24319	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSH LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ X, C, U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GL6676804	10/01/2024	10/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			CA 6676805	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$100,000			62785232	10/01/2024	10/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	LDC4068970 AOS PS4068969 WI	10/01/2024	10/01/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Professional Liability and Contractor's Pollution Liability			03120276 Prof/Poll-Claims Made Cov SIR applies per policy terms & conditions	10/01/2024	10/01/2025	Each claim \$5,000,000 Aggregate \$5,000,000

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

CERTIFICATE HOLDER
CANCELLATION

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS
REQUIRED BY 2 C.F.R. §200.327 APPENDIX II TO 2 CFR §200

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of January 3, 2025**

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Although not required for contract at or below the SAT, FEMA suggests including a remedies provision. The NFE should consult their servicing legal counsel to determine whether and how remedies for breach of contract are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. FEMA suggests including a termination for cause and for convenience in all contracts even when not required. The NFE should consult their servicing legal counsel to determine whether and how termination provisions are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

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

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

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of

investigation to ascertain compliance with such rules, regulations, and orders.

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through

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

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

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

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

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out

	such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. FEMA PA and HMGP do not require these clauses unless it is a requirement for matching funds by another federal program legislation such as CDBG-DR. When required, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. Sample contract clauses are provided in the FEMA Contract Provisions Guide.	2 CFR 200 APPENDIX II (D); 40 U.S.C. §§ 3141- 3144 and 3146- 3148; supplemented by 29 C.F.R. Part 5; 40 U.S.C. § 3145; supplemented by 29 C.F.R. Part 3
> \$100,000+ Mechanics or Laborers	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-

	include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. <u>Applicability</u> This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements <i>do not</i> apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. <u>Required Language</u> Compliance with the Contract Work Hours and Safety Standards Act. 1. <i>Overtime requirements.</i> No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 2. <i>Violation; liability for unpaid wages; liquidated damages.</i> In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. 3. <i>Withholding for unpaid wages and liquidated damages.</i> The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may	441 3708; supplemented by 29 C.F.R. Part 5
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	be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. 4. <i>Subcontracts.</i> The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the language below. <u>Suggested Language</u> Further Compliance with the Contract Work Hours and Safety Standards Act. 1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.	
None	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. This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.	2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401- 7671q; 33 U.S.C. §§

	or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). <u>Suggested Language:</u> Clean Air Act The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 <i>et seq.</i> The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA. Federal Water Pollution Control Act The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 <i>et seq.</i> The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.	443 1251-1387
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified. <u>Suggested Language:</u> Suspension and Debarment	2 CFR 200 APPENDIX II (H); 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of

	This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.	⁴⁴⁴ Homeland Security regulations for Non-procurement Debarment and Suspension, implementing 2 C.F.R. Part 180).
> \$100,000; and Certification required for all contracts greater than \$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000. <u>Required Certification:</u> CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303; (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
Work involves the use of materials, and the contract is for more than \$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement	2 CFR 200.323; Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962)

	program for procurement of recovered materials identified in the EPA guidelines. <u>Suggested Language:</u> In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.	
>\$100,000	<i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i> A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). 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 contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. 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. D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take	

	appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. 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. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. 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 contract. 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 contract 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).	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical	2 CFR 200.216

	infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None; All FEMA declarations and awards issued on or after November 12, 2020.	<u>Suggested Language:</u> If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) listed below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contracting with HUB, small and minority businesses, women's business	2 C.F.R. § 200.321(b)(1)-(5)

	enterprises, and labor surplus area firms. (a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below. (b) Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.	448
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of	2 CFR 200.334; and 200.337

	costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. <u>Suggested Language for All Procurements:</u> a. The Contractor agrees to provide (insert non-federal entity), the Texas Division of Emergency Management (TDEM), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. b. The FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. c. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental Corporation may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the U.S. Department of Treasury under Executive Order 13224. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 8 U.S.C.1189(a)(1) of the United States Code.	United States Code 19 U.S.C. 2511
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental Corporation may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and will not boycott Israel during the term of the contract.	(Adhere to your State's Local Government Code)

Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	450 Optional
	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. <u>Suggested Language:</u> The CONTRACTOR 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. 94-163, 89 Stat. 871).	42 U.S.C. 6201
	The Firm 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.	Section 504 of the Rehabilitation Act of 1973, as amended.
	Pursuant to the <i>Violence Against Women Act Reauthorization of 2022</i> , the Grant Recipient must certify that local policies do not interfere with the residents' Right to Report Crime and Emergencies from One's Home. The certification will confirm that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services, or that the Grant Recipient is actively addressing such local regulations.	Pub. L. 117-103, 136 Stat. 49

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor Tetra Tech, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

9/8/2025

Date

REQUIRED FORM**Proposer:**

**Please complete this form and
include with proposal submission.**

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

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

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

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



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

9/8/2025

Date

REQUIRED FORM**Proposer:**

**Please complete this form and
include with proposal submission.**

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

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

REQUIRED FORM**Proposer:**

Please complete this form and include with proposal submission.


Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

9/8/2025

Date

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

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

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

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

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. <https://jeffersoncountytexas.gov/Purchasing/>.

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, September 10, 2025.

- Late responses will not be accepted and will be returned unopened to the Respondent.
- Jefferson County will not accept any responsibility for responses being delivered by third party carriers.
- RFP responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.
- Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP.
- All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.
- All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to Cindy Greene, Contract Specialist at 409-835-8593 or Cynthia.greene@jeffersoncountytexas.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or email at: deb.clark@jeffersoncountytexas.gov.

Courthouse Security:

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

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

Respondents are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2025):

~~January 20 (Monday) – Martin Luther King, Jr. Day~~
~~April 18 (Friday) – Good Friday~~
~~May 26 (Monday) – Memorial Day~~
~~June 20 (Friday) – Juneteenth~~
~~July 4 (Friday) – Independence Day~~
 September 1 (Monday) - Labor Day
 November 11 (Tuesday) - Veteran's Day
 November 27 & 28 (Thursday & Friday) - Thanksgiving
 December 25 & 26 (Thursday & Friday) Christmas
 January 1, 2026 (Thursday) - New Year's

Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFP closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3.2 PRE-PROPOSAL CONFERENCE

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

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

Questions may be emailed to Cindy Greene, Contract Specialist at Cynthia.greene@jeffersoncountytexas.gov or faxed to 409-835-8456. If no response in 72 hours, contact Deborah Clark, Purchasing Agent by email at: deb.clark@jeffersoncountytexas.gov.

The Deadline for asking questions or requesting additional information (in writing) is **5:00 pm, CT, Monday, August 18, 2025**.

3.4 TENTATIVE SCHEDULE OF EVENTS

August 5, 2025	Issuance of Request for Proposal
September 10, 2025	Deadline Submission (late proposals will not be considered)
September 12, 2025	Proposals distributed to Evaluation Committee
September 19, 2025	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
September 26, 2025	If Applicable: Conduct Interview/Best and Final Offer/Short List
October 7, 2025	Recommendation for Award

Please note:

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

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

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

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

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form (PAGE 53)
- G. Copy of RFP Specifications and any Addenda in their entirety.
(Note: All forms should be completed, and any information requested should be inserted/included)

4.3 TRANSMITTAL LETTER

The Proposer must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than (90) days for acceptance will be rejected as non-responsive.

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

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

4.4 TABLE OF CONTENTS

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

4.5 EXECUTIVE SUMMARY

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

4.6 PROPOSER IDENTIFYING INFORMATION

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

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

4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

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

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

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

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

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

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

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

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

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

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

5.1 PROJECT OBJECTIVE

Jefferson County is a coastal county and is vulnerable to natural and manmade disasters including hurricanes, tornadoes, floods, oil spills, and hazardous material releases.

Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian. One of the first essential steps in securing the community is the removal of hazardous debris to allow for security, emergency, and other service traffic. It is in the best interest of the County to enter into an agreement for a term of one (1) year with an option to renew for (2) additional years with a firm to provide debris management and monitoring services as a result of a disaster.

5.2 SCOPE OF SERVICES: DEBRIS REMOVAL MONITORING

5.2.1 Staff Mobilization

The debris monitoring firm (Monitor) will be expected to mobilize within 3 days of a written notice to proceed with key staff experienced in various aspects of debris operations (including truck certification, mapping/zone development, etc.) in order to participate in the "response" phase of the disaster event. Additional Monitor staff shall be contacted and put on standby for potential mobilization. Logistical arrangements for out of town staff, such as lodging arrangements for key staff, are the responsibility of the Monitor.

5.2.2 Field Documentation of Work

Monitor shall carefully document debris removal activities as well as hazardous trees and trees that contain hazardous hanging limbs that need to be removed. Monitor will work closely with the Owner and with FEMA/FHWA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. Monitor shall communicate with FEMA to ensure documentation supports project reimbursement. Monitor will work with FEMA in an effort to pre-validate as much eligible debris, tree and limb removal as practical.

5.2.3 Collection Monitoring of Rights-of-Way and Public Property Debris

Monitor will provide collection monitors with each of the Contractor's loading crews to ensure each load is related to the disaster and is eligible for federal reimbursement. The street address and/or GPS coordinates will be recorded on each load ticket. The Monitor will initiate a multi-part ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver, etc. The ticket will then be delivered to the Debris Management Site (DMS) or disposal site with the truck driver for load rating. Load ticketing and documentation will also be performed for hazardous tree and limb removal. This project may include monitoring the removal of abandoned cars, boats, marine debris, white goods, beach

cleaning and structure demolition. Monitor will provide similar services if debris removal from private property/right-of-entry (ROE) is approved for this project. Field monitoring of debris haulers shall be performed in accordance with current FEMA, FHWA and state requirements and in coordination with the Owner.

5.2.4 Monitor Training

Monitor **will** provide training to all employees concerning safety, eligibility for reimbursement and disaster specific information. The Monitor will be required to perform adequate training for locally hired staff at no expense to the Owner. All Monitor employees must be able to effectively communicate to a level appropriate to their responsibilities.

5.2.5 Spot Checks and Auditing of Monitors

Monitor will provide roving monitors, field coordinators and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation and are working effectively with the debris removal contractor.

5.2.6 Project Mapping

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the Owner's information, and FEMA documentation. Monitor will assist the Owner in public communication and will document and relay any citizen complaints for action by the contractor or the Owner.

5.2.7 Truck Certification

Monitor will establish a team of individuals who **will** inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each DMS/disposal site for quality control. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed.

5.2.8 Quality Control/Quality Assurance

A QC/QA program should be implemented by the Monitor to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.

5.2.9 OMS/Disposal Sites

Monitor will provide trained monitors at DMS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track and document hauling of reduced debris from DMS sites through final disposal, if applicable.

5.2.10 Data Management

Monitor will establish an advanced project data management system and enter load ticket information on a daily basis. This information can be provided to the Owner, FEMA, and the Contractor GPS coordinates or addresses for tree and stump removal, and debris removal progress, as applicable. Additionally, the staff will **work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of** payment by the Owner. Furthermore, Monitor will organize field information for FEMA documentation including photographs and/or GPS coordinates. Monitor will help track invoices for FEMA reimbursement and provide additional supporting information as requested.

5.2.11 Public Information Support

Monitor may be asked to assist the Owner in public outreach following a disaster event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to public complaints and concerns, or establishing a website. This also may include assistance with press releases, public notices and other public information functions. All functions will be performed in a manner to maximize federal and state reimbursement.

5.2.12 Funding Support

The Monitor shall assist the Owner in securing maximum reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the Owner to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the Owner and FEMA personnel with Project Worksheets, Versions, etc. Monitor shall be prepared to assist Owner with appeals based on their in-depth knowledge of FEMA and FHWA reimbursement policies. Monitor shall be prepared to assist the Owner, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. Monitor shall be prepared to assist Owner in finding additional funding reimbursement sources related to disaster mitigation.

5.2.13 Recovery Services

The Owner is interested in selecting a monitoring firm with field implementation and FEMA reimbursement experience in community recovery including, but not limited to:

- Right-of-Entry (ROE) administration and data base management
- ROW and private property vegetative/C & D hazard removal monitoring
- ROW and private property demolition coordination and monitoring
- Monitoring of marine debris removal and beach sand cleaning

5.2.14 Other Related Services

Services not specifically identified in this request, but are needed to provide a complete debris removal and documentation project.

5.2.15 Pre-Storm Coordination

Monitor will be prepared to meet with the Owner once prior to June 1st of each year to coordinate services for the upcoming storm season. Additionally, Monitor shall meet with the Owner immediately prior to a credible disaster threat. These meetings shall occur at no cost to the Owner and are meant to facilitate increased coordination of efforts, to discuss the Owner's expectations of the Monitor, and to fast track recovery activities when a disaster strikes.

5.2.16 Safety Meetings and Monitoring Updates

Safety of monitoring staff is of paramount importance. Monitor will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

5.2.17 Coordination Meetings with Contractor(s)

Monitor will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and contractor **are communicating with each other to ensure a successful project.**

5.2.18 Contractor Damages

The Monitor may be asked to develop a database application to track and help the Owner manage contractor damages.

Monitor will provide detailed daily or weekly status reports to the Owner as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to officials to provide information to the media or to their constituents.

5.3 CONTRACTUAL REQUIREMENTS

The Owner is seeking qualifications and proposals for monitoring and managing the removal of disaster generated debris from public lands, easements, and rights-of-way. Removal of debris from private property may also be included. The primary purpose of these services is to ensure that the entire debris removal, hauling, recycling and/or disposal process is done properly and expeditiously and is eligible for reimbursement under Federal Emergency Management Agency (FEMA) Public Assistance Program, Federal Highway Administration (FHWA) and state emergency management agency guidelines.

Respondent must meet the following general conditions:

- 1) be able to provide monitoring of the clean-up, removal, separation, reduction and disposal of debris as defined in the Scope of Services
- 2) be willing and capable of performing the Services, including, but not limited to, proper documentation preparation, management, and event closure services;
- 3) be knowledgeable and have experience in the provision of the Services for reimbursement through the FEMA Public Assistance and FHWA ER program; and
- 4) be able to perform the Services and any other agreed to services in a timely manner, recognizing that the Owner desires to have this project completed within 30 days following completion of debris hauling and removal.

6.1 OBJECTIVE OF PROPOSAL

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

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

6.2 PROPOSER EXPERIENCE

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

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

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

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

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

6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

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

1. Staff Mobilization
2. Field Documentation of work
3. Collection Monitoring of Rights-of-Way and Public Property Debris
4. Monitor training
5. Spot checks and Auditing of Monitors
6. Project Mapping
7. Truck Certification
8. Quality Control/ Quality Assurance
9. DMS/ Disposal Sites
10. Data Management
11. Public Information Support

12. Funding Support
13. Recovery Services
14. Other Related Services
15. Pre-Storm Coordination
16. Safety Meetings and Monitoring Updates
17. Coordination Meetings with Contactor(s)
18. Contractor Damages
19. Status Reports

6.4 LAWS AND REGULATIONS

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

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 53 of these specifications** in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 53 of these specifications**, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

7.3 EVALUATION COMMITTEE

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Evaluation Committee for this Request for Proposals. The Purchasing Agent may appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

7.4. EVALUATION PROCESS

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

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

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

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

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

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

7.5 PROPOSAL EVALUATION CRITERIA:

a. REFERENCES – 25%

References on recent projects of similar size and scope. Including two projects over 500,000 C.V.

b. CAPACITY TO RESPOND – 20%

Workplan and Capacity to Respond to major and catastrophic disasters, with few existing pre-event contracts within 500 miles of Jefferson County, Texas.

c. EXPERIENCE – 20%

Diverse project experience including: RWO, C & D debris, marine debris, private property, structure demolition, and vessel removal.

d. PERSONNEL QUALIFICATIONS – 20%

This refers to the number and qualifications of the firm and key professional personnel who would be assigned to the job.

e. FEE SCHEDULE – 15%

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

**PROPOSER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**

**JEFFERSON COUNTY PURCHASING DEPARTMENT***Deborah L. Clark, Purchasing Agent***1149 Pearl Street
1st Floor, Beaumont, TX 77701****OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456****Addendum to RFP**

RFP NUMBER: RFP 25-035/CG

RFP TITLE: Emergency Debris Monitoring Services for Jefferson County

RFP DUE BY: September 10, 2025

ADDENDUM NO.: 1

ISSUED (DATE): August 19, 2025

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

Reason for Issuance of this Addendum: Vendor Questions

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

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

ATTEST:

Witness

Witness

Jonathan Burgiel
Approved by _____ Date: August 19, 2025


Authorized Signature (Respondent)Business Unit President

Title of Person Signing Above

Jonathan Burgiel, Tetra Tech, Inc.

Typed Name of Business or Individual

1500 City West Boulevard, Ste. 1000Houston, TX 77042

Address

**JEFFERSON COUNTY PURCHASING DEPARTMENT***Deborah L. Clark, Purchasing Agent***1149 Pearl Street
1st Floor, Beaumont, TX 77701****OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456**

1. Question: To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award?

Answer: Proposal Evaluation Criteria can be found in section 7.5

2. Question: What is the required onsite response time?

Answer: See Staff Mobilization in Section 5.2.1

3. Question: What is the total mileage of roads within the scope of the service area?

Answer: This information is unavailable at this time.

4. Question: Are any specific professional credentials required to qualify for the contract?

Answer: No. The Contractor is responsible to provide for the diverse scope of services as outlined in RFP 25-035/CG with individuals and/or sub-contractors qualified or licensed to perform each task.

5. Question: Will the resulting contract include a guaranteed minimum payment to the vendor?

Answer: No

6. Question: Are there any superseding prior agreements that may impact this contract?

Answer: No

7. Question: When/what was the most recent event that precipitated the activation of the existing or previous contract?

Answer: TS Imelda 2019

8. Question: Approximately how many cubic yards of debris were collected from the most recent event?

Answer: This information is not available

9. Question: What estimated or actual dollars were paid to the incumbent(s) after the most recent event?

Answer: \$208,610.25 paid for services following TS Imelda.

10. Question: How many times have the incumbent's services been utilized in the previous five years?

Answer: None

11. Question: Please reconfirm the due date for this procurement by providing it in response to answers to questions.

Answer: As stated in the Legal Notice attached to the specifications, in the submission instructions on page 37, and the schedule of events on page 39, the proposals are due by 11:00 am CST, Wednesday, September 10, 2025.

12. Question: Why has this bid been released at this time?

Answer: The current contract is expiring and all renewals have been exhausted.

**JEFFERSON COUNTY PURCHASING DEPARTMENT***Deborah L. Clark, Purchasing Agent***1149 Pearl Street
1st Floor, Beaumont, TX 77701****OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456**

13. Question: When is the anticipated contract start date?

Answer: Estimated start date is **October of 2025**

14. Question: When is the anticipated award date?

Answer: See **Section 3.4: Tentative Schedule of Events**

15. Question: Can you please provide greater details regarding your bid bond and/or performance bond requirements related to this contract? For example, what is required with the proposal, and what is required to comply during the term of the contract?

Answer: **There are no bid bond requirements for this project.**

16. Question: Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?

Answer: **See Cost Proposal Form and instructions on page 53.**

17. Question: Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable.

Answer: **There are no issues or concerns with current vendor.**

18. Question: The manual process of filling out load tickets can jeopardize proper FEMA reimbursement if human error occurs. Utilizing electronic load tickets, computer tablets, and systems employing electronic contractor IDs with an Automated Debris Management System (ADMS) has become the industry standard and is critical for any successful debris operation. Because of the factors listed, we would like to confirm that any charges for the use of an ADMS are to be fully burdened in the proposed debris monitoring positions hourly rates provided and not as a separate hourly rate or separate position, separate flat rate, or substitutional charge for any listed position.

Answer: **As noted on the Cost Proposal Form on page 53: Each Proposer's charges must include the entire cost of providing the services identified in this RFP. Proposer may also include additional, optional positions and services.**

19. Question: Will the county please clarify how proposers receive the maximum amount of points in the various evaluation criteria? For example, Criteria (a) requires the proposer to submit "References on recent projects of similar size and scope. Including two projects over 500,000 C.V.". If contractor submits 2 references for recent projects of similar size and scope, both of which meet the \$500K C.V. requirement, will Proposer receive the full 20%?

Answer: **Each member of the evaluation committee will assign points at their discretion based on the criteria in section 7.5.**

20. Question: Will the County please clarify how the fee schedule is being evaluated and what is expected from proposers to obtain the full 15%?

Answer: **See question and answer 19.**

**JEFFERSON COUNTY PURCHASING DEPARTMENT***Deborah L. Clark, Purchasing Agent***1149 Pearl Street
1st Floor, Beaumont, TX 77701****OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456**

21. Question: Can the County please confirm that this opportunity is full and open and not a small business set aside?

Answer: Yes. This opportunity is full and open.

22. Question: Understanding that the County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process will there be additional points provided to offerors that partner with DBEs, M/WBEs, and/or HUBs?

Answer: No. This is not part of the evaluation criteria.

23. Question: Is there an incumbent for this work, and if so can the county provide the name of the incumbent contractor?

Answer: Yes. The incumbent is Tetra Tech Inc.

24. Question: Please confirm that if we do not plan to utilize subcontractors, we do not need to complete the Good Faith Effort form.

Answer: All "Required Forms" are required and must be completed.

25. Question: Can the County please clarify how the "number" of key professional personnel assigned to the job will be evaluated as part of the "Personnel Qualifications" evaluation criteria? Please specify if there's a minimum/maximum number of personnel that are to be provided or if it is to be up to the discretion of the offeror.

Answer: There is no minimum/maximum. It is up to the discretion of the offeror. See question and answer 19.

26. Question: Are offerors required to complete the Notice of Intent to Subcontract with HUBs and the subcontracting participation declaration forms even if they do not intend to utilize subcontractors?

Answer: See question and answer 24.

COST PROPOSAL FORM

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

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem. Special costs such as boat rental and marine expenses may be billed to the Owner at cost without mark-up. **Proposer may also include additional, optional positions and services.**

Name of Proposer:	Tetra Tech, Inc.
Signature:	
Title:	Jonathan Burgiel, Business Unit President

Position	Hourly Rate *
Project Manager	\$ 65.00
Operations Manager	\$ 55.00
Data Manager	\$ 45.00
GIS Analyst	\$ 45.00
Field Supervisor	\$ 45.00
Debris Site/Tower Monitors	\$ 36.00
Collection Monitor	\$ 36.00
Data Entry Clerk/Clerical	\$ 55.00
Billing/Invoice Analysts	\$ 45.00

*The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U) (All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

Rates for Optional, Additional Services

As stated in the RFP, various grant management and/or disaster recovery consulting roles may be activated beyond the scope of work for disaster debris monitoring. In the interest of providing the County with all needed services under one roof, we have provided a rate schedule for **optional, additional positions** that may be leveraged to fulfill **optional, additional areas of work**. If the County requires additional information, it can be provided upon request.

Optional, Additional Services Hourly Rates

Category	Hourly Rates
Customer Service Specialist	\$50.00
Site Inspector	\$60.00
Analytical Aide	\$95.00
Planning Aide	\$100.00
Consulting Aide	\$110.00
Assistant Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$115.00
Program Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$125.00
Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist I	\$135.00
Public Assistance/Grant Management Consultant	\$145.00
Consultant/Planner/Scientist/Assessor/Analyst/ Environmental Specialist II	\$155.00
Consultant/Planner/Scientist/Assessor/Analyst/ Environmental Specialist III	\$170.00
Senior Public Assistance/Grant Management Consultant	\$170.00
Supervising Public Assistance Consultant	\$180.00
Senior Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$185.00
Supervising Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$190.00
Program Manager	\$195.00
Senior Program Manager	\$205.00
Principal Consultant/Planner/Scientist/Assessor/Analyst	\$215.00
Principal in Charge/ Executive Consultant/Planner/Scientist/Assessor/Analyst	\$235.00
Subject Matter Expert	\$270.00

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

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

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

[Printed Name of Consultant]

Tetra Tech, Inc.

By: 

Title: Jonathan Burgiel, Business Unit President

Date: 9/8/2025

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

RESPONDENT INFORMATION FORM

478

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

RFP Number & Name: (RFP 25-035/CG), Emergency Debris Monitoring for Jefferson County

Proposer's Company/Business Name: Tetra Tech, Inc.

Proposer's TAX ID Number: 95-4148514

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

Contact Person: Jonathan Burgiel **Title:** Business Unit President

Phone Number (with area code): (407) 803-2551

Alternate Phone Number if available (with area code): N/A

Fax Number (with area code): (321) 441-8501

Email Address: TDR.contracts@tetrattech.com

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

Address

City, State, Zip Code

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

VENDOR REFERENCES FORM

Proposer: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM

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

REFERENCE ONE

Government/Company Name: Fort Bend County, Texas

Address: 301 Jackson St., Richmond, TX 77469

Contact Person and Title: Scott Wiegat, Road Commissioner

Phone: (281) 238-3607 Fax: N/A

Email Address: scott.wiegat@fortbendcountytexas.gov Contract Period: September 2008 - Present

Scope of Work: Disaster Debris Monitoring and Grant Management

REFERENCE TWO

Government/Company Name: Brazoria County, Texas

Address: 451 N Velasco, Suite 230, Angleton, Texas 77515

Contact Person and Title: Wael Tabara, Assistant County Engineer

Phone: (979) 583-7657 Fax: (979) 864-1270

Email Address: WaelT@brazoriacountytexas.gov Contract Period: June 2016 - Present

Scope of Work: Disaster Debris Monitoring

REFERENCE THREE

Government/Company Name: Harris County Flood Control District

Address: 9900 Northwest Freeway, Houston, Texas 77092

Contact Person and Title: Nic Griffin, Facilities Maintenance Department Manager

Phone: (346) 286-4863 Fax: (713) 684-4102

Email Address: nicolas.griffin@hcfcdhctx.net Contract Period: August-December 2024

Scope of Work: Waterways Disaster Debris Removal

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

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

This Proposal/RFP Response shall remain in effect for **90 days** from RFP opening and shall be exclusive of federal excise and state and local sales tax (exempt).

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

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

Tetra Tech, Inc.

RFP Respondent (Entity Name)

2301 Lucien Way, Ste. 120

Street & Mailing Address

Maitland, FL 32751-7024

City, State & Zip

(407) 803-2551

Telephone Number

TDR.contracts@tetrattech.com

E-mail Address

Signature

Jonathan Burgiel, Business Unit President

Print Name

9/8/2025

Date Signed

(321) 441-8501

Fax Number

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

 Jonathan Burgiel, Business Unit President

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

 9/8/2025

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

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

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

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	Report Type: _____ a. initial filing _____ b. material change
Name and Address of Reporting Entity: _____ Prime _____ Sub-awardee Tier _____, if Known: Congressional District, if known:		If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Jonathan Burgiel Title: Business Unit President Telephone No.: (407) 803-2551 Date: 9/8/2025	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

REQUIRED FORM**Proposer:**

Please complete this form and
include with proposal submission.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. None		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information in this section is being disclosed. None Name of Officer This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No N/A B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No N/A C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more? ☐ Yes ☐ No N/A D. Describe each employment or business and family relationship with the local government officer named in this section.		
4 Signature of vendor doing business with the governmental entity Tetra Tech, Inc. Jonathan Burgiel Business Unit President 9/8/2025 Date		

Adopted 8/7/2015

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.		Not Applicable to Tetra Tech, Inc.
1 Name of Local Government Officer		OFFICE USE ONLY Date Received
2 Office Held		
3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code		
4 Description of the nature and extent of employment or other business relationship with vendor named in item 3		
5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B). Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ (attach additional forms as necessary)		
6 AFFIDAVIT I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code. _____ Signature of Local Government Officer AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office. _____ Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath		

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

Determination Checklist*This information must be submitted with your proposal.*

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

Did the Prime Contractor/Consultant . . .

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

If "No" was selected, please explain and include any pertinent documentation with your proposal.

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

Jonathan Burgiel

Printed Name of Authorized Representative



Signature

Business Unit President

Title

September 5, 2025

Date

REQUIRED FORM**Proposer:**

Please complete this form and include with proposal submission.



Outlook

Request for Bid re: Jefferson County, TX RFP 25-035/CG for Emergency Debris Monitoring Services

From Menendez, Victoria <VICTORIA.MENENDEZ@tetrattech.com>

Date Thu 8/14/2025 8:30 AM

To TDR Contracts <tdr.contracts@tetrattech.com>

Bcc nitesh@acstaffing.com <nitesh@acstaffing.com>; info@ara-gs.com <info@ara-gs.com>; pedro.ramirez@becinc.com <pedro.ramirez@becinc.com>; clax@claxgroup.com <clax@claxgroup.com>; pontresstousant@crstexas.us <pontresstousant@crstexas.us>; chudson@govistapro.com <chudson@govistapro.com>; lavanya@hireblazer.com <lavanya@hireblazer.com>; amoledina@kupplin.com <amoledina@kupplin.com>; richard.tovar@lodstaffing.com <richard.tovar@lodstaffing.com>; moody995@gmail.com <moody995@gmail.com>; ksegler@netconsultingdynamics.com <ksegler@netconsultingdynamics.com>; rolivier@olivier-inc.com <rolivier@olivier-inc.com>; management@premieragencyusa.com <management@premieragencyusa.com>; angela.ward@proskillsolutions.com <angela.ward@proskillsolutions.com>; info@prosystemsus.com <info@prosystemsus.com>; bwomack@redvolutionalliance.com <bwomack@redvolutionalliance.com>; salvakhan@synergyemc.com <salvakhan@synergyemc.com>; stephanie.lane@veassis.com <stephanie.lane@veassis.com>; carehomewellj@gmail.com <carehomewellj@gmail.com>; karen@craterlakeconsulting.com <karen@craterlakeconsulting.com>

2 attachments (499 KB)

SCOPE_Jefferson County, TX - RFP - Emergency Debris Monitoring Services.pdf; Standard Subcontract Ts&Cs.pdf;

Good Morning :

Tetra Tech, Inc. (Tetra Tech) is currently working on preparing a proposal in response to the Jefferson County, Texas RFP 25-035/CG for Emergency Debris Monitoring Services. Tetra Tech officially invites you to provide a Statement of Qualifications for services relevant to your organization, as described in the attached RFP scope.

The specific requirements for these services can be found in the attached file.

This solicitation does not commit Tetra Tech or Jefferson County, Texas to pay any costs incurred in the preparation and submission of an offer in any form, or to subcontract for said services or supplies. This is not a commitment to team or subcontract with any firms for said services at this time. The purpose of this request is to pre-qualify potential firms and assess our approach moving forward. It is also brought to each offeror's attention that the Tetra Tech procurement representative or designee is the only individual who can commit Tetra Tech into expenditure of funds in connection with any subcontract resulting from this solicitation.

If you intend to respond to this invitation to bid, the following instructions are required:

1. Please submit a brief company overview and any past history/experience with Jefferson County, Texas.
2. Please submit resumes for the key positions that apply to your company's service capabilities -- see the RFP's scope for Staffing Requirements and the description of the key personnel and required qualifications.
3. If your company is DBE, WBE, MBE, etc. please provide relevant vendor identification number(s) and certificates.
4. CAREFULLY review the Terms and Conditions contained in the entirety of the RFP's scope and Tetra Tech's General Conditions (Example attached) which would be incorporated into any subcontract/master agreement or purchase order awarded as a result of the solicitation. Tetra

Tetra Tech will require you to adhere to the terms and conditions described therein, in addition to entering into a standard Teaming Agreement during the submission of proposal and award period.

If you are interested in submitting a proposal, it would be helpful for you to please provide your Key Personnel References and Statement of Qualifications as soon as possible!

All bids must be received no later than September 1, 2025 at 5:00 PM CDT

Offeror must e-mail its proposal submission to:

TDR.Contracts@tetratech.com

For your bid to be considered, please send it ONLY to the above email address and include the following subject line in your email submission

"YOUR COMPANY NAME – Bid Submission re: Jefferson County, TX RFP 25-035/CG for Emergency Debris Monitoring Services"

Award of a Subcontractor/Master Agreement as a result of this solicitation is governed by the terms and conditions of an executed teaming agreement with Tetra Tech and is contingent upon Tetra Tech award of a contract by Jefferson County, Texas. Tetra Tech may or may not issue Subcontracts/Master Agreements as a result of this solicitation.

Offeror agrees and acknowledges that any subcontract awarded shall contain Tetra Tech terms, insurance requirements, health and safety requirements, and any applicable flow-down provision of Tetra Tech's prime contract with Jefferson County, Texas.

Questions regarding this solicitation shall be directed to (TDR.Contracts@tetratech.com).

Tetra Tech, Inc. | [Leading with Science](#)® | Tetra Tech Disaster Recovery



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

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This information must be submitted with your proposal.

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

☐ Yes ☒ No

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

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

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

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

**Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form**

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Page 1 of 4

This information must be submitted with your proposal.

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

☐ Yes ☒ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

**Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form**

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Page 2 of 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

**Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form**

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Page 3 of 4

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

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

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

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

Was the Jefferson County HUB Office contacted for assistance in locating HUBs?

☐ Yes ☒ No

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

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

(3) "Non-resident RFP Respondent" refers to a person who is not a resident.

(4) "Resident RFP Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

☒ I certify that Tetra Tech, Inc. [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is Pasadena, California (city and state).

Taxpayer Identification Number (T.I.N.):	95-4148514
Company Name submitting bid/proposal/response:	Tetra Tech, Inc.
Mailing address:	2301 Lucien Way, Ste. 120, Maitland, FL, 32751
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
N/A	N/A

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

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

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

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

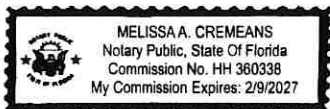

Signature of Company Representative

9/8/2025
Date

On this 8 day of September, 2025, personally appeared

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

Notary Seal



 Melissa Cremeans
Notary Signature

9/8/2025
Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

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

Tetra Tech, Inc.

Company Name

RFP 25-035/CG

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

RESPONDENT'S AFFIDAVIT

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

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Tetra Tech, Inc.

NAME OF BUSINESS

BY:


SIGNATURE

Jonathan Burgiel, Business Unit President

NAME & TITLE, TYPED OR PRINTED

2301 Lucien Way, Ste. 120

MAILING ADDRESS

Maitland, FL 32751-7024

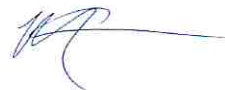
CITY, STATE, ZIP CODE

(407)803.2551

TELEPHONE NUMBER

Sworn to and subscribed before me

this 8 day of
September, 2025



Melissa Cremeans

Notary Public

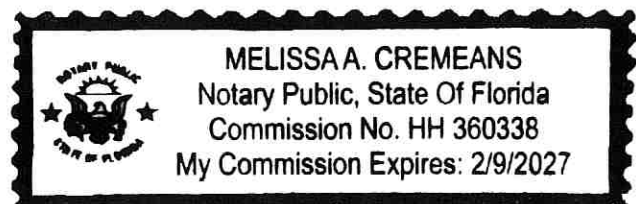
State of Florida

My Commission Expires: 2/9/2027

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**





JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, County Purchasing Agent

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

IFB 24-038/CG

Term Contract for Paper Stock and Envelopes for Jefferson County

Awarded: September 17, 2024

CURRENT PRICING

updated 9/17/2024

I. Paper Stock

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
1	20 lb. Bond Paper, long grain, white 8½x11, Paper grade: Premium #4	Suzan Report	\$6.85	5000	\$34.25	Western BRW Paper dba Ovol USA
2	20 lb. Bond Paper, long grain, white 8½x11, 3-hole punched – Paper grade: Premium #4	Domtar Lettermark	\$10.10	5000	\$50.50	Western BRW Paper dba Ovol USA
3	20 lb. Bond Paper, long grain, white 8½x14, Paper grade: Premium #4	Domtar Lettermark	\$12.79	5000	\$63.96	Western BRW Paper dba Ovol USA
4	20 lb. Bond Paper, long grain, white 11x17, Paper grade: Premium #4	Domtar Lettermark	\$20.30	2500	\$50.75	Western BRW Paper dba Ovol USA
5	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x11 – ream wrap only (combined total), Paper grade: Premium #4	Domtar Lettermark	\$12.82 \$13.47	5000	\$64.10 \$67.35	Western BRW Paper dba Ovol USA
6	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x14 – ream wrap only (combined total), Paper grade: Premium #4 (Ivory/grey available in 24#)>>>>>>>>	Sylvamo Hammermill	\$21.05 \$20.50 Ivory/grey 24# \$24.55	5000	\$105.25 \$102.50 Ivory/grey \$122.75	Lindenmeyr Munroe
7	20 lb. Bond Paper, colors (buff, salmon, goldenrod, pink, blue, canary, green), 8½x11	Domtar Lettermark	\$12.82 \$13.47	5000	\$64.10 \$67.35	Western BRW Paper dba Ovol USA
8	20 lb. Bond Paper, long grain, colors (ivory, goldenrod, pink, blue, canary, green), 8½x14	Domtar Lettermark	\$17.54 \$18.45	5000	\$87.70 \$92.25	Western BRW Paper dba Ovol USA
9	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x11. Paper grade: #1 Atlas Bond imaging 25%	Neenah Royal Cotton	\$50.85 \$51.35	4000	\$203.40 \$256.75	Lindenmeyr Munroe
10	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x14. Paper grade: #1	No Bid	No Bid	No Bid	No Bid	No Bid

II. Card Stock

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
11	67 lb. Vellum cover stock (white) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	Domtar Lettermark	\$25.94 \$26.295	2000	\$50.09 \$52.59	Western BRW Paper dba Ovol USA
12	67 lb. Vellum cover stock (aqua, green, gold, blue, pink, ivory, yellow, grey) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	Domtar Lettermark	\$25.98 \$27.305	2000	\$51.98 \$54.61	Western BRW Paper dba Ovol USA
13	20 lb. #1 White Sulfite, long grain white, 8½x11 Hammermill. Paper grade: Grade 1 watermark	No Bid	No Bid	No Bid	No Bid	No Bid
14	Brite Hue – 60 lb. text & cover 8½x11 (red, violet, green, orange, ultra fuchsia)	Neenah Astrobrights	\$22.70 \$23.96	5000	\$113.50 \$119.80	Western BRW Paper dba Ovol USA
15	#80 8½x11 Classic Crest Avon Brilliant White	Neenah Classic Crest	\$122.90 \$128.60	2000	\$245.80 \$257.20	Lindenmeyr Munroe
16	#80 8½x11 Classic Crest Avon Ivory	Neenah Classic Crest	\$124.20 \$128.60	2000	\$248.40 \$257.20	Lindenmeyr Munroe
17	Olmsted-Kirk 80 lb, Starwhite Smooth Text Archiva, 8½x11	International Paper Hammermill	\$63.96	250	\$15.99	Staples Contract & Commercial LLC

II. Envelopes

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
18	24 lb. catalog envelopes 10"x13" white woven	Lindenmeyr Envelope	\$123.55 \$123.25	500	\$61.77 \$61.62	Lindenmeyr Munroe
19	28 lb. white catalog envelopes 9"x12"	Cenevo	\$96.00	500	\$48.00	Western BRW Paper dba Ovol USA
20	15"x10" brown kraft gummed flap document envelopes 32#	Staples	\$171.50	400	\$17.15	Staples C&G
21	#9 window envelopes – 24 lb. white wove	Staples	\$33.36	500 2500	\$16.68 \$105.88* Call for current pricing	Staples C&G Western BRW Paper dba Ovol USA
22	#9 regular envelopes – 24 lb. white wove	Cenevo	\$13.34	2500	\$66.70	Western BRW Paper dba Ovol USA
23	#10 window envelopes – 24 lb. white wove (hard boxes)	Cenevo	\$15.32	2500	\$76.60	Western BRW Paper dba Ovol USA
24	#10 regular envelopes – 24 lb. white wove (hard boxes)	Cenevo	\$13.34	2500	\$66.70	Western BRW Paper dba Ovol USA
25	#11 window envelopes – 28 lb. white wove	Cenevo Printmaster	\$79.95 \$83.05	2500	\$499.87 \$207.63	Lindenmeyr Munroe
26	#11 regular envelopes – 28 lb. white wove	Staples Printmaster	\$49.98 \$76.50	500 2500	\$24.99 \$191.25	Staples C&G Lindenmeyr Munroe
27	#12 window envelopes – 24 lb. white wove	No Bid	No Bid	No Bid	No Bid	No Bid
28	#12 regular envelopes – 24 lb. white wove	Cenevo Printmaster	\$88.45 \$92.90	2500	\$221.13 \$232.25	Lindenmeyr Munroe
29	#10 brown kraft envelopes – 28 lb.	Esselte America Quality Park	\$89.98	500	\$44.99	Staples Contract & Commercial LLC
30	#12 brown kraft envelopes – 28 lb.	Staples Printmaster	\$59.98 \$137.95	500 2500	\$29.99 \$344.87	Staples C&G Lindenmeyr Munroe
31	#14 brown kraft envelopes – 28 lb.	Esselte America Quality Park	\$89.98	500	\$44.99	Staples Contract & Commercial LLC
32	Opaque envelopes - 4½x9 (blue, green, natural, cream, gold, pink, gray, ivory, yellow)	Sylvamo Hammermill	\$48.70 \$51.25	2500	\$121.75 \$128.13	Lindenmeyr Munroe
33	Hammermill Offset 60T #10 Canary	Sylvamo Hammermill	\$48.70 \$51.25	2500	\$121.75 \$128.13	Lindenmeyr Munroe

IV. No Carbon Required Paper

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
34	8½x11 2-part black image carbonless reverse collated	Nekoosa	\$24.41 \$25.64	5000	\$122.05 \$128.20	Western BRW Paper dba Ovol USA
35	8½x11 Mead 3-part black image carbonless reverse collated	Nekoosa	\$27.49 \$28.87	5000	\$137.45 \$144.35	Western BRW Paper dba Ovol USA
36	8½x11 Mead 4-part black image carbonless reverse collated	Nekoosa	\$29.38 \$30.85	5000	\$146.92 \$154.25	Western BRW Paper dba Ovol USA
37	8½x11 Mead 5-part black image carbonless reverse collated	Nekoosa	\$54.00 \$56.70	5000	\$270.00 \$283.50	Western BRW Paper dba Ovol USA
38	8½x14 Mead 2-part black image carbonless reverse collated	Nekoosa	\$30.80 \$32.34	5000	\$154.00 \$161.70	Western BRW Paper dba Ovol USA
39	8½x14 Mead 3-part black image carbonless reverse collated	Nekoosa	\$62.00 \$65.10	5000	\$310.00 \$325.50	Western BRW Paper dba Ovol USA
40	8½x14 Mead 4-part black image carbonless reverse collated	Nekoosa	\$66.40 \$69.72	5000	\$332.00 \$348.60	Western BRW Paper dba Ovol USA
41	8½x14 Mead 5-part black image carbonless reverse collated	Nekoosa	\$77.35 \$81.216	5000	\$386.75 \$406.08	Western BRW Paper dba Ovol USA

V. Specialty Paper

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
42	65 lb 8 ½ x11 Lynx Digital Smooth cover white	Domtar Lynx	\$27.00 \$28.32	2500	\$67.50 \$70.80	Western BRW Paper dba Ovol USA
43	80 lb 8 ½ x 11 Cougar Digital Cover Smooth Natural	Domtar Cougar	\$51.23 \$53.79	2000	\$102.46 \$107.58	Western BRW Paper dba Ovol USA
44	80 lb 8 ½ x 11 Lynx Digital Smooth Cover White	Domtar Lynx	\$33.62 \$35.20	2000	\$67.04 \$70.40	Western BRW Paper dba Ovol USA
45	67 lb 8 ½ x 14 Exact Vellum Bristol White	Neenah Exact	\$44.95 \$47.24	2000	\$89.90 \$94.48	Western BRW Paper dba Ovol USA
46	70 lb 8 ½ x 11 Lynx Digital Smooth Text White	Domtar Lynx	\$15.72 \$16.505	4000	\$62.88 \$66.02	Western BRW Paper dba Ovol USA
47	Blazer Digital Gloss Text White 11 x 17 -80-31M-L	Sappi Flo Gloss Text	\$34.17	2000	\$68.34	Western BRW Paper dba Ovol USA
48	8½x11 Astro Bright Text, 60T	Neenah Astrobrights	\$19.90 \$22.70	500 5000	\$9.95 \$113.50	Staples C & G Western BRW Paper dba Ovol USA
49	8½x11 Astro Bright Cover, 65C	Neenah Astrobrights	\$45.10 \$47.46	2000	\$90.20 \$94.92	Western BRW Paper dba Ovol USA

VI. Miscellaneous

Item	Description	Manufacturer & Brand	Sheets per case	Unit Price	Vendor
50	30" Brown Craft Paper roll	Total Products	roll	\$40.60	Lindenmeyr Munroe
51	36" Brown Craft Paper roll	Total Products	roll	\$46.45 \$49.25	Lindenmeyr Munroe
52	NCR Paper Brand Fanapart high strength padding adhesive gallon	Nekoosa	each	\$175.00 \$183.75	Western BRW Paper dba Ovol USA
53	NCR Paper Brand Fanapart high strength padding adhesive quart	Nekoosa	each	\$56.95 \$59.79	Western BRW Paper dba Ovol USA
54	Liquid Padding Compound-gallon	HAR	each	\$25.00 \$26.25	Western BRW Paper dba Ovol USA
55	18" stretch film roll	Amtopp	4/ctn	\$80.00 \$68.00	Lindenmeyr Munroe
56	GBC Heatseal Ultima 65 25" standard roll lamination film 3 mil	No Bid	No Bid	No Bid	No Bid
57	GBC Heatseal Ultima 65 25" standard roll lamination film 1.5 mil	No Bid	No Bid	No Bid	No Bid
58	8.9" x 11.4" laminating pouches	Staples	50	\$3.45	Staples Contract & Commercial LLC
59	9 1/8" x 14 1/2" laminating pouches	Fellowes	50	\$15.47	Staples Contract & Commercial LLC
60	11.4" x 17.4" laminating pouches	Staples	25	\$4.84	Staples Contract & Commercial LLC

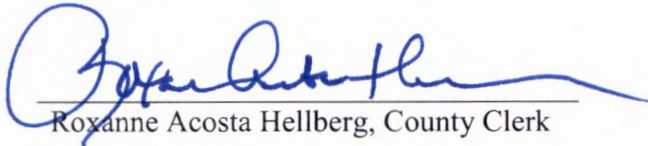
Lindenmeyr Munroe 9565 West Wingfoot Houston TX 77041 attn: Eva Pillow epillow@lindenmeyr.com ph: 713-868-1531	Western-BRW Paper Co. dba Ovol USA 10425 Okanella #600 Houston TX 77041 attn: Joseph T. Jordan jtjordan@ovol.us ph: 713-460-5060 fx: 713-460-2037	Staples Contract and Commercial LLC 500 Staples Dr. Framingham, MA 01702 attn: Teresa Votaw Teresa.Votaw@Staples.com ph: 720-744-1272
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CONTRACT RENEWAL FOR IFB 23-048/MR **TERM CONTRACT FOR ROADBUILDING MATERIALS FOR** **JEFFERSON COUNTY**

The County entered into a contract with Modern Concrete & Materials, LLC for one (1) year, from November 14, 2023 to November 13, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from November 12, 2025 to November 11, 2026.

ATTEST:

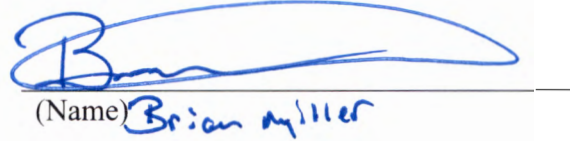

 Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS


 Jeff Branick, County Judge



CONTRACTOR:
 Modern Concrete & Materials, LLC


 (Name) Brian Miller

CONTRACT RENEWAL FOR IFB 23-048/MR **TERM CONTRACT FOR ROADBUILDING MATERIALS FOR** **JEFFERSON COUNTY**

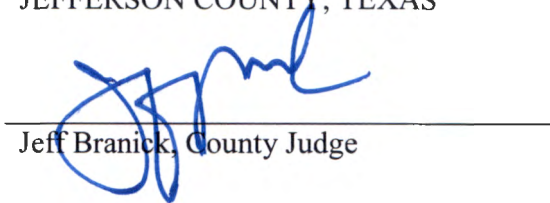
The County entered into a contract with Texas Materials, a CRH Company for one (1) year, from November 14, 2023 to November 13, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from November 12, 2025 to November 11, 2026.

ATTEST:


 Roxanne Acosta Hellberg, County Clerk

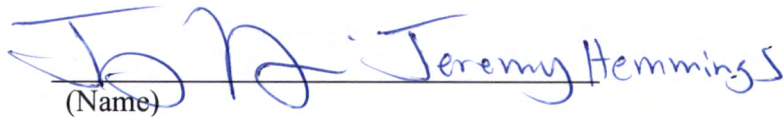
JEFFERSON COUNTY, TEXAS


 Jeff Branick, County Judge



CONTRACTOR:

Texas Materials, a CRH Company

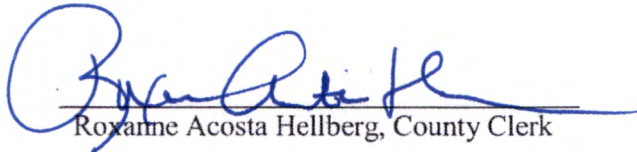

 (Name)

**CONTRACT RENEWAL FOR IFB 23-048/MR
TERM CONTRACT FOR ROADBUILDING MATERIALS FOR
JEFFERSON COUNTY**

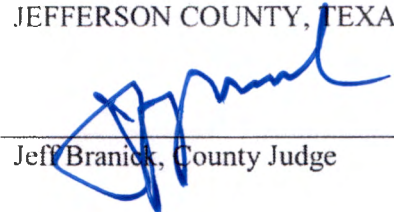
The County entered into a contract with Waller County Asphalt, Inc. for one (1) year, from November 14, 2023 to November 13, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from November 12, 2025 to November 11, 2026.

ATTEST:

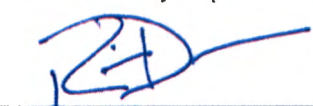

Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge



CONTRACTOR:
Waller County Asphalt, Inc.

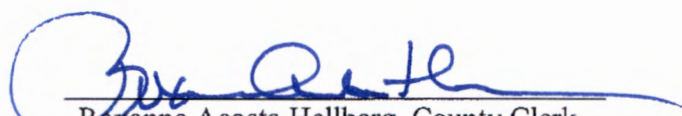

(Name)

CONTRACT RENEWAL FOR IFB 23-048/MR
TERM CONTRACT FOR ROADBUILDING MATERIALS FOR
JEFFERSON COUNTY

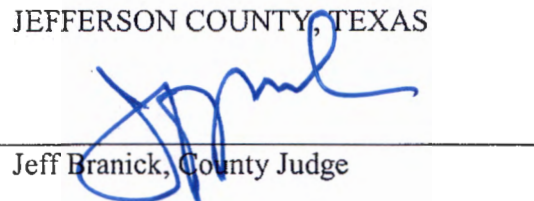
The County entered into a contract with Vulcan Construction Materials, LLC for one (1) year, from November 14, 2023 to November 13, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from November 12, 2025 to November 11, 2026.

ATTEST:


Roxanne Acosta Hellberg, County Clerk

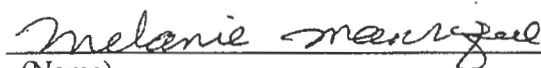
JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge



CONTRACTOR:

Vulcan Construction Materials, LLC

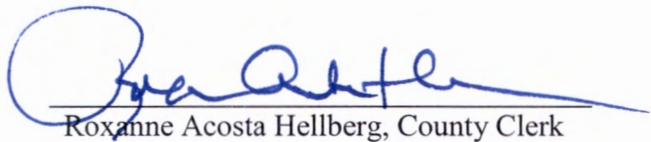

(Name)

**CONTRACT RENEWAL FOR IFB 23-048/MR
TERM CONTRACT FOR ROADBUILDING MATERIALS FOR
JEFFERSON COUNTY**

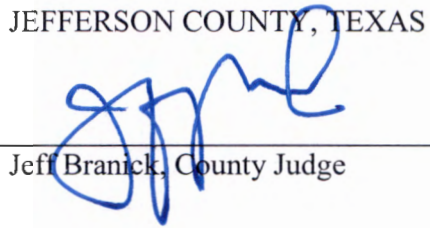
The County entered into a contract with Martin Marietta Materials, LLC for one (1) year, from November 14, 2023 to November 13, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from November 12, 2025 to November 11, 2026.

ATTEST:


Roxanne Acosta Hellberg, County Clerk

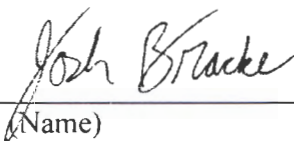
JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge



CONTRACTOR:

Martin Marietta Materials, LLC


(Name)

Attachment B

510

Current Pricing

(IFB 23-048/MR) Term Contract for Road Building Materials for Jefferson County

Awarded: November 14, 2023

Renewal 1: 11/13/2024 to 11/12/2025

Updated 12/3/2024

1. Rock Asphalt Item 302 - Truck Delivery

Description		Location							
A.	Uncoated Limestone Rock Asphalt Aggregate for Surface Treatments:	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.	7780 Boyt Rd.	2202 Hebert Rd.
1.	Item 302 Type B Grade 3, Non-Lightweight	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2.	Item 302 Type B Grade 4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3.	Item 302 Type B Grade 4S	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Vulcan Construction Materials * Item B1 is not Non-Leightweight.									
B.	Precoated Limestone Rock Asphalt Aggregate for Surface Treatments:	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.	7780 Boyt Rd.	2202 Hebert Rd.
1.	Item 302 Type B Grade 3, Non-Lightweight	\$120.08/ton	\$132.08/ton	\$129.20/ton	\$132.56/ton	\$126.80/ton	\$129.20/ton	\$129.20/ton	\$131.60/ton
2.	Item 302 Type PB Grade 4	\$120.08/ton	\$132.08/ton	\$129.20/ton	\$132.56/ton	\$126.80/ton	\$129.20/ton	\$129.20/ton	\$131.60/ton
3.	Item 302 Type PB Grade 4S	\$120.08/ton	\$132.08/ton	\$129.20/ton	\$132.56/ton	\$126.80/ton	\$129.20/ton	\$129.20/ton	\$131.60/ton

2. Rock Asphalt Item 302- Railroad Delivery

Description		Location							
A.	Uncoated Limestone Rock Asphalt Aggregate for Surface Treatments:	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.	7780 Boyt Rd.	2202 Hebert Rd.
1.	Item 302 Type B Grade 3, Non-Lightweight	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2.	Item 302 Type B Grade 4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3.	Item 302 Type B Grade 4S	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Vulcan Construction Materials * Item B1 is not Non-Leightweight. Minimum order 4,000 tons

B.	Precoated Limestone Rock Asphalt Aggregate for Surface Treatments:	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.	7780 Boyt Rd.	2202 Hebert Rd.
1.	Item 302 Type B Grade 3, Non-Lightweight	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton
2.	Item 302 Type PB Grade 4	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton
3.	Item 302 Type PB Grade 4S	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton

3. Flexible Base, Item 247 Type A Grade 1-2 (Minimum P.I. 4 - Maximum P.I. 10)

Truck Delivery - Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

A. Delivery to Job Site		Martin Marietta Materials	
Distance		Vehicle Type	
		Tandem Dump	Trailer
1.	1 - 10 Miles	\$43.50/ton	\$43.50/ton
2.	11 - 20 Miles	\$45.50/ton	\$45.50/ton
3.	21 - 30 Miles	\$48.00/ton	\$48.00/ton
4.	31+ Miles	\$51.00/ ton	\$51.00 /ton

Martin Marietta Materials								
B. Delivery to Storage Yard	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.	7780 Boyt Rd.	2202 Hebert Rd.
Tanden Dump	\$43.50/ton	\$43.50/ton	\$45.50/ton	\$45.50/ton	\$45.50/ton	\$43.50/ton	\$43.50/ton	\$43.50/ton
Trailer	\$43.50/ton	\$43.50/ton	\$45.50/ton	\$45.50/ton	\$45.50/ton	\$43.50/ton	\$43.50/ton	\$43.50/ton

Martin Marietta Materials				
C. Hopper Pick -Up		Address	Hours of Hopper Operation	Prices F.O.B. for Pick-Up
1.	Beaumont	11800 Hwy 90 (Iron Horse Terminal)	7:00 am - 5:00 pm	\$38.00/ton
2.	Port Neches	No Bid	No Bid	No Bid
3.	Port Arthur	2190 South Gulfway Drive (Hwy 87)	7:00 am - 5:00 pm	\$38.00/ton
4.	Other	2525 Dollinger Rd, Beaumont, TX	7:00 am - 5:00 pm	\$38.00/ton
5.	Other	No Bid	No Bid	No Bid

4. Flexible Base, Item 247 Type D Grade 1-2, Crushed Concrete (Minimum P.I. 4 - Maximum P.I. 10)

Truck Delivery - Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

A. Delivery to Job Site.		Modern Concrete & Materials, LLC	
		Vehicle Type	
		Tandem Dump	Trailer
Distance			
1.	1 - 10 Miles	\$38.00 \$33.00/ton	\$38.00 \$33.00/ton
2.	11 - 20 Miles	\$39.00 \$34.50/ton	\$39.00 \$34.50/ton
3.	21 - 30 Miles	\$43.00 \$35.50/ton	\$43.00 \$35.50/ton
4.	31+ Miles	\$45.00 \$38.00/ton	\$45.00 \$38.00/ton

Modern Concrete & Materials, LLC								
B. Delivery to Storage Yard	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.	7780 Boyt Rd.	2202 Hebert Rd.
Tanden Dump	\$40.00 \$35.00/ton	\$40.00 \$35.00/ton	\$40.00 \$35.00/ton	\$40.00 \$35.00/ton	\$40.00 \$35.00/ton	\$40.00 \$35.00/ton	\$40.00 \$35.00/ton	\$40.00 \$35.00/ton
Trailer	\$40.00 \$35.00/ton	\$40.00 \$35.00/ton	\$40.00 \$35.00/ton	\$40.00 \$35.00/ton	\$40.00 \$35.00/ton	\$40.00 \$35.00/ton	\$40.00 \$35.00/ton	\$40.00 \$35.00/ton

C. Hopper Pick -Up		Modern Concrete & Materials, LLC		
Location		Address	Hours of Hopper Operation	Prices F.O.B. for Pick-Up
1.	Beaumont	6016 MLK Parkway	7:00 am - 5:00 pm	\$33.00 \$28.00/ton
2.	Port Neches	No Bid	No Bid	No Bid
3.	Port Arthur	No Bid	No Bid	No Bid
4.	Other	No Bid	No Bid	No Bid
5.	Other	No Bid	No Bid	No Bid

5. DMS-9202 Gradation IV Asphaltic Concrete Patching Material (Stockpile Storage)

Truck Delivery - Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

A. Delivery to Job Site		Waller County Asphalt *\$0.38/ton mile over 40 miles	
		Vehicle Type	
Distance		Tandem Dump	Trailer
1.	1 - 10 Miles	\$113.80/ton	\$113.80/ton
2.	11 - 20 Miles	\$117.60/ton	\$117.60/ton
3.	21 - 30 Miles	\$121.40/ton	\$121.40/ton
4.	31+ Miles	\$125.20/ton	\$125.20/ton

Waller County Asphalt								
B. Delivery to Storage Yard	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.	7780 Boyt Rd.	2202 Hebert Rd.
Tanden Dump	\$148.76/ton	\$162.44/ton	\$163.96/ton	\$163.58/ton	\$163.96/ton	\$159.21/ton	\$159.78/ton	\$163.96/ton
Trailer	\$148.76/ton	\$162.44/ton	\$163.96/ton	\$163.58/ton	\$163.96/ton	\$159.21/ton	\$159.78/ton	\$163.96/ton

C. Hopper Pick -Up		Waller County Asphalt		
Location		Address	Hours of Hopper Operation	Prices F.O.B. for Pick-Up
1.	Beaumont	No Bid	No Bid	No Bid
2.	Port Neches	No Bid	No Bid	No Bid
3.	Port Arthur	No Bid	No Bid	No Bid
4.	Other	22010 Fairgrounds Rd, Hempstead, TX	7:00 am - 5:00 pm	\$110.00/ton
5.	Other	No Bid	No Bid	No Bid

6. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

Truck Delivery - Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

A. Delivery to Job Site		Texas Materials	
		Vehicle Type	
Distance		Tandem Dump	Trailer
1.	1 - 10 Miles	\$132.00/ton	\$132.00/ton
2.	11 - 20 Miles	\$134.00/ton	\$134.00/ton
3.	21 - 30 Miles	\$137.00/ton	\$137.00/ton
4.	31+ Miles	\$143.00/ ton	\$143.00/ ton

Texas Materials								
B. Delivery to Storage Yard	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.	7780 Boyt Rd.	2202 Hebert Rd.
Tanden Dump	\$135.00/ton	\$135.00/ton	\$135.00/ton	\$135.00/ton	\$137.00/ton	\$135.00/ton	\$135.00/ton	\$135.00/ton
Trailer	\$135.00/ton	\$135.00/ton	\$135.00/ton	\$135.00/ton	\$137.00/ton	\$135.00/ton	\$135.00/ton	\$135.00/ton

C. Hopper Pick -Up					Texas Materials			
Location		Address		Hours of Hopper Operation		Prices F.O.B. for Pick-Up		
1.	Beaumont	860 Pine Street		7:00 am - 4:00 pm		\$123.00/ton		
2.	Port Neches	No Bid		No Bid		No Bid		
3.	Port Arthur	No Bid		No Bid		No Bid		
4.	Other	No Bid		No Bid		No Bid		
5.	Other	No Bid		No Bid		No Bid		

7. Hot-Mix Cold-Laid Asphalt Concrete Pavement, Item 8013, Type D (Patching Material)

Truck Delivery - Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

A. Delivery to Job Site		Texas Materials	
		Vehicle Type	
Distance		Tandem Dump	Trailer
1.	1 - 10 Miles	\$127.00/ton	\$127.00/ton
2.	11 - 20 Miles	\$129.00/ton	\$129.00/ton
3.	21 - 30 Miles	\$132.00/ton	\$132.00/ton
4.	31+ Miles	\$138.00/ ton	\$138.00/ ton

Texas Materials								
B. Delivery to Storage Yard	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.	7780 Boyt Rd.	2202 Hebert Rd.
Tanden Dump	\$130.00/ton	\$130.00/ton	\$130.00/ton	\$130.00/ton	\$132.00/ton	\$130.00/ton	\$130.00/ton	\$130.00/ton
Trailer	\$130.00/ton	\$130.00/ton	\$130.00/ton	\$130.00/ton	\$132.00/ton	\$130.00/ton	\$130.00/ton	\$130.00/ton

C. Hopper Pick -Up		Texas Materials		
		Address	Hours of Hopper Operation	Prices F.O.B. for Pick-Up
1.	Beaumont	860 Pine Street	7:00 am - 4:00 pm	\$118.00/ton
2.	Port Neches	No Bid	No Bid	No Bid
3.	Port Arthur	No Bid	No Bid	No Bid
4.	Other	No Bid	No Bid	No Bid
5.	Other	No Bid	No Bid	No Bid

8. Cement Stabilized Base, Item 276 (Plant Mixed) Crushed Limestone

Truck Delivery - Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

A. Delivered to Job Site		Modern Concrete & Materials, LLC			
		Description			
Distance		1 1/2 sack/ton	2 sack/ton	3 sack/ton	4 sack/ton
1.	1-10 Miles	\$54.50/ton	\$59.50/ton	\$68.00/ton	\$75.50/ton
2.	11-20 Miles	\$55.50/ton	\$60.50/ton	\$69.00/ton	\$76.50/ton
3.	21-30 Miles	\$59.50/ton	\$64.50/ton	\$73.00/ton	\$80.50/ton
4.	31+ Miles	\$61.50/ton	\$66.50/ton	\$75.00/ton	\$82.50/ton

B. Hopper Pick Up		Modern Concrete & Materials, LLC					
		Address	Hours of Operation	1 1/2 sack/ton	2 sack/ton	3 sack/ton	4 sack/ton
1.	Beaumont	2120 N. 7th St.	7:00 am- 5:00 pm	\$49.50/ton	\$54.50/ton	\$63.00/ton	\$70.50/ton
2.	Port Neches	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3.	Port Arthur	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4.	Other	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
5.	Other	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

9. Cement Stabilized Base, Item 276 (Plant Mixed) Crushed Concrete

Truck Delivery - Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

A. Delivered to Job Site		Modern Concrete & Materials, LLC			
		Description			
Distance		1 1/2 sack/ton	2 sack/ton	3 sack/ton	4 sack/ton
1.	1-10 Miles	\$52.00 \$47.75/ton	\$56.00 \$52.00/ton	\$63.00 \$60.50/ton	\$71.00 \$68.00/ton
2.	11-20 Miles	\$53.00 \$49.25/ton	\$57.00 \$53.50/ton	\$64.00 \$62.00/ton	\$72.00 \$69.50/ton
3.	21-30 Miles	\$57.00 \$50.25/ton	\$61.00 \$54.50/ton	\$68.00 \$63.00/ton	\$76.00 \$70.50/ton
4.	31+ Miles	\$59.00 \$52.75/ton	\$63.00 \$57.00/ton	\$70.00 \$65.50/ton	\$78.00 \$73.00/ton

B. Hopper Pick up		Modern Concrete & Materials, LLC					
		Address	Hours of Operation	1 1/2 sack/ton	2 sack/ton	3 sack/ton	4 sack/ton
1.	Beaumont	6025 Highland Ave.	7:00 am- 5:00 pm	\$47.00 \$42.75/ton	\$51.00 \$47.00/ton	\$58.00 \$55.50/ton	\$66.00 \$63.00/ton
2.	Port Neches	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3.	Port Arthur	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4.	Other	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
5.	Other	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

10. Cement Stabilized Sand, Item 400, Plant Mixed

Truck Delivery - Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

A. Delivered to Job Site		Modern Concrete & Materials, LLC			
		Description			
Distance		1 1/2 sack/ton	2 sack/ton	3 sack/ton	4 sack/ton
1.	1-10 Miles	\$40.00 \$36.50/ton	\$45.00 \$40.00/ton	\$52.50 \$51.00/ton	\$60.50 \$59.50/ton
2.	11-20 Miles	\$41.00 \$38.00/ton	\$46.00 \$41.50/dm	\$53.50 \$52.50/ton	\$61.50 \$61.00/ton
3.	21-30 Miles	\$45.00 \$39.00/ton	\$50.00 \$42.50/ton	\$57.50 \$53.50/ton	\$65.50 \$62.00/ton
4.	31+ Miles	\$47.00 \$41.50/ton	\$52.00 \$45.00/ton	\$59.50 \$56.00/ton	\$67.50 \$64.50/ton

Truck Delivery - Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

B. Hopper Pick up		Modern Concrete & Materials, LLC					
		Address	Hours of Operation	1 1/2 sack/ton	2 sack/ton	3 sack/ton	4 sack/ton
1.	Beaumont	2120 N. 7th St/ 6025 Highland Ave.	7:00 am- 5:00 pm	\$35.00 \$31.50/ton	\$40.00 \$35.00/ton	\$47.50 \$46.00/ton	\$55.50 \$54.50/ton
2.	Port Neches	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3.	Port Arthur	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4.	Other	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
5.	Other	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

11. Flowable Backfill, Item 401

Truck Delivery - Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

		Martin Marietta Materials
Distance		Cost
1.	1 - 10 Miles	\$116.00/C.Y.
2.	11 - 20 Miles	\$116.00/C.Y.
3.	21 - 30 Miles	\$116.00/C.Y.
4.	31+ Miles	\$116.00/C.Y.

12. Dense-Graded Hot-Mix Asphalt, Item 340, Gradation D, PG64-22, Max 20% RAP, No RAS

Hopper Pick -Up		Texas Materials		
Location		Address	Hours of Hopper Operation	Prices F.O.B. for Pick-Up
1.	Beaumont	860 Pine Street	7:00 am - 4:00 pm	\$135.00/ton
2.	Port Neches	No Bid	No Bid	No Bid
3.	Port Arthur	No Bid	No Bid	No Bid
4.	Other	No Bid	No Bid	No Bid
5.	Other	No Bid	No Bid	No Bid

13. Dense-Graded Hot-Mix Asphalt, Item 340, Gradation F, PG64-22, Max 20% RAP, No RAS

Hopper Pick -Up		Texas Materials		
Location		Address	Hours of Hopper Operation	Prices F.O.B. for Pick-Up
1.	Beaumont	860 Pine Street	7:00 am - 4:00 pm	\$148.00/ton
2.	Port Neches	No Bid	No Bid	No Bid
3.	Port Arthur	No Bid	No Bid	No Bid
4.	Other	No Bid	No Bid	No Bid
5.	Other	No Bid	No Bid	No Bid

14. Hydraulic Cement Concrete, Item 421

Truck Delivery - Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

		Modern Concrete & Materials, LLC		
A. Delivered to Job Site		Description		
Distance		Item 421, Type A	Item 421, Type B	Item 421, Type S6
1.	1-10 Miles	\$140.00/C.Y.	\$130.00/C.Y.	\$150.00/C.Y.,
2.	11-20 Miles	\$140.00/C.Y.	\$130.00/C.Y.	\$150.00/C.Y.,
3.	21-30 Miles	\$140.00/C.Y.	\$130.00/C.Y.	\$150.00/C.Y.,
4.	31+ Miles	\$140.00/C.Y.	\$130.00/C.Y.	\$150.00/C.Y.,

Modern Concrete & Materials, LLC

P.O. Box 21557
Beaumont, TX 77720
Attn: Trent Almond
Phone: (409) 840-2080

talmond@modernconcretetx.com
jfrederick@modernconcretetx.com

Vulcan Construction Materials, LLC

P.O. Box 791550
San Antonio, TX 78279
Attn: Melanie Manrique
Phone: (210) 965-0448

manriquem@vmcmail.com

Texas Materials, a CRH Company

12907 US Highway 90
Beaumont, TX 77713
Attn: Jeremy Hemmings
Phone (409) 718-8082

jeremy.hemmings@texasmaterials.com

Martin Marietta Materials, LLC

5675 Fannett Road
Beaumont, TX 77705
Attn: Bill Kelley
Phone (409) 835-4933

william.kelley@martinmarietta.com

Waller County Asphalt, Inc.

22010 Fairgrounds Rd.
Hempstead, TX 77445
Attn: Kyle Dawson

Phone: (979) 826-7075

info@wcasphalt.com

CONTRACT RENEWAL FOR RFP 23-052/MR JANITORIAL SERVICES FOR JEFFERSON COUNTY

The County entered into a contract with Southeast Texas Building Service, Inc. for one (1) year, from November 18, 2023 to November 17, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from November 16, 2025 to November 15, 2026.

ATTEST:



Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge



CONTRACTOR:

Southeast Texas Building Service, Inc.



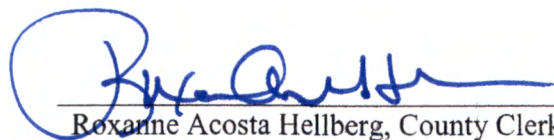
(Name)

**CONTRACT RENEWAL FOR IFB 23-055/MR
TERM CONTRACT FOR MORGUE TRANSPORT SERVICE FOR
JEFFERSON COUNTY**

The County entered into a contract with Proctor's Mortuary for one (1) year, from November 14, 2023 to November 13, 2024, with an option to renew the contract for up to a five (5) year period.

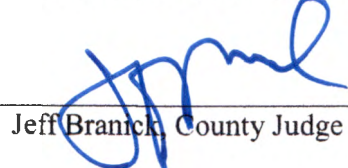
Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from November 12, 2025 to November 11, 2026.

ATTEST:



Roxanne Acosta Hellberg, County Clerk

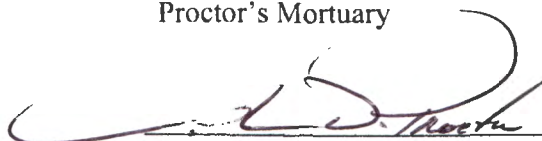
JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge



CONTRACTOR:
Proctor's Mortuary



(Name)

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **Jefferson County, TX** for the benefit of the **Jefferson County Sheriff's Office** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	Jefferson County
1000 Business Center Drive Lake Mary, FL 32746	1149 Pearl Street Beaumont, TX 77701
DocuSigned by: By: <i>Ron Anderson</i> D0E45FA2938A4EB...	By: <i>[Signature]</i>
Print Name: Ron Anderson	Print Name: <i>Jeff Branick</i>
Print Title: Chief Revenue Officer	Print Title: <i>County Judge</i>
Date Signed: 10/3/2025	Date Signed: <i>[Signature]</i>

Solution: ONESolution PS

Term.

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) year(s) from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

Non-Renewal. Either Party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other Party six (6) months prior to the expiration of the Agreement term.

Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

Standard Terms and Conditions

1. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:
 - 1.1. **"Affiliate"** means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.
 - 1.2. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.
 - 1.3. **"Baseline Solution"** means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.
 - 1.4. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
 - 1.5. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
 - 1.6. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.
 - 1.7. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
 - 1.8. **"Delivery"** means:
 - 1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.
 - 1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.
 - 1.9. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.
 - 1.10. **"End User Training"** means the process of educating general users of the Software on the operation of the Software.
 - 1.11. **"Entity"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.
 - 1.12. **"Hardware"** means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.
 - 1.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
 - 1.14. **"Managed Services Hardware"** means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.
 - 1.15. **"Maintenance"** means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support).
 - 1.16. **"New or Major Releases"** means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.

- 1.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 1.18. **"Professional Services"** means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 1.19. **"Project Kickoff"** is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.
- 1.20. **"Reliability Period"** is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.
- 1.21. **"Software"** means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.
- 1.22. **"Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.
- 1.23. **"Solutions"** means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 1.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 1.25. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. **License, Access, and Title.**

- 2.1. **License Grant.** For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.
- 2.2. **Access Grant.** For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

- 2.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 2.4. Application Programming Interface "API". If the Customer has purchased any Application Programming Interface (API) license or subscription, Customer may use such API for Customer's own internal use to develop interfaces which enable interfacing with the applicable CentralSquare Software purchased herein. The development and use of such interfacing applications is specifically permitted under the use granted herein and shall not be deemed derivative works provided that they are not, in fact, derived from the CentralSquare Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the usage rights granted herein, Customer shall not acquire any right, title or interest in the CentralSquare Software or API by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Should Customer desire to provide or share the API to a third-party, the third-party must enter into an API Access Agreement by and between the third-party and CentralSquare directly to govern the usage rights and restrictions of the applicable API.
- 2.5. Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.
- 2.6. Managed Services Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any Defect or warranty claims in accordance with Exhibit 8.
- 2.7. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.
3. Use Restrictions. Authorized Users shall not:
- 3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
 - 3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
 - 3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
 - 3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;
 - 3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
 - 3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
 - 3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
 - 3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.
4. Audit.
- 4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and

records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. Customer Obligations.

- 5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.
- 5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.
- 5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. Professional Services.

- 6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.
- 6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.
- 6.3. Federal Grant Funds. CentralSquare shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to their compensation, terms, conditions, or privileges of employment. Additionally, CentralSquare shall not discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee based on race, color, religion, sex, national origin, age, medical condition, marital status, sexual orientation, gender identity, genetic information, veteran status, or disability, or any other characteristic or classification protected by applicable law. Not Applicable.
- 6.4. Criminal Justice Information Services. To the extent permissible, the parties acknowledge that any employee of CentralSquare who has been granted Criminal Justice Information Services ("CJIS") clearance in any state within the United States shall be deemed to have satisfied the CJIS clearance requirements under this Agreement. This provision is based on the principle of reciprocity, recognizing the validity of CJIS clearance across state lines.

Notwithstanding the foregoing, CentralSquare shall ensure that all employees comply with the applicable laws and regulations of the state in which services under this Agreement are performed. CentralSquare shall also ensure that all employees continue to meet the standards required for CJIS clearance and shall promptly notify Customer of any changes in an employee's CJIS clearance status.

7. Confidentiality.

- 7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. "**Confidential Information**" means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and

future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.

- 7.2. **Exceptions.** A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.
- 7.3. **Public Record.** As this Agreement is public record, CentralSquare is permitted to disclose Customer as a Customer. However, CentralSquare shall not make any statements or representations regarding Customer's opinion of CentralSquare or its services. CentralSquare may reach out to Customer from time to time for references or marketing engagements, subject to Customer's written approval.

8. Security.

- 8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
- 8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.
- 8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

9. Personal Data. If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

- 9.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
- 9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and
- 9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. Representations and Warranties.

- 10.1. **Intellectual Property Warranty.** CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.
- 10.2. **Intellectual Property Remedy.** In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.

- 10.3. **Software Warranty.** CentralSquare warrants to Customer that: (i) for a period of one year from Delivery (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of Delivery the Software does not contain any virus or other malicious code.
- 10.4. **Software Remedy.** If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option and as the sole remedy, reinstall the Software or correct the Defects pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 10.5. **Services Warranty.** CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.
- 10.6. **Disclaimer of Warranty.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

11. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare	CentralSquare Technologies, LLC 1000 Business Center Dr. Lake Mary, FL 32746 Phone: 407-304-3235 Attention: Legal/Contracts
If to Customer:	Jefferson County 1149 Pearl Street Beaumont, TX 77701 Phone: (409) 835-8447 Email: jeff.ross@jeffersoncountytexas.gov Attention: Jeff Ross

12. **Force Majeure.**

Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. **Indemnification.**

- 13.1. **CentralSquare Indemnification.** CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection

with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2. Customer Indemnification. Intentionally Omitted.

13.3. **"Claim"** in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. Termination.

14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.

14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.

14.3. **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 forty-five (45) 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.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and

15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the date of the termination or expiration, including anything that accrues within those thirty (30) days.

15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.

15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.

15.5. **Return of Customer Data.** If Customer requests in writing at least ten (10) days prior to the date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

15.6. **Deconversion.** In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.

15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.

16. **Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.
17. **Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:
- 17.1. **Good Faith Negotiations.** The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.
- 17.2. **Escalation to Mediation.** If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.
- 17.3. **Confidential Mediation.** The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 17.4. **Litigation.** If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction in Jefferson County, Texas.
18. **Waiver/Severability.** The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
19. **LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:**
- 19.1. **NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND**
- 19.2. **CENTRAL SQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRAL SQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.**
20. **Insurance.** During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.
21. **Third-Party Materials.** CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
22. **Subcontractors.** CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.
23. **Entire Agreement.** This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and

contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

24. **Amendment.** Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.
25. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
26. **Counterparts.** This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
27. **Material Adverse Change.** If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant* extra costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
28. **Cooperative Purchases.** The Parties agree that other entities ("Cooperative Customers") may use this Agreement as a purchasing vehicle for similar CentralSquare software and services. Terms and conditions specific to each Cooperative Customer's purchase, including but not limited to pricing, payment terms, and scope of work, shall be negotiated separately between CentralSquare and the Cooperative Customer. A separate contract and any necessary supplemental documents shall be developed independently from this Agreement for each Cooperative Customer, and each such contract shall be fully independent of the others. The original Customer shall not be a party to any agreements made between CentralSquare and Cooperative Customers and will not incur any liability related to specifications, delivery, payment, or any other aspect of purchases made by Cooperative Customers.
29. **Order of Precedence.**
- 29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:
- 29.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.
- 29.2. Customer's purchase order terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.
- 29.3. Incorporated Exhibits to this Agreement:
- Exhibit 1:** Solution(s) and Services Fee Schedule
 - Exhibit 2:** Maintenance & Support
 - Exhibit 3:** CentralSquare Access Management Policy
 - Exhibit 4:** Certificate of Insurance (Evidence of Coverage)
 - Exhibit 5:** Summary of Services
 - Exhibit 6:** Service Level Commitments

EXHIBIT 1
Solution(s) and Services Fee Schedule

Quote #: Q-220309

TIPS# 220105

:

WHAT SOFTWARE IS INCLUDED?

FREEDOM

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	OneSolution Freedom Premium Annual Subscription Fee	50	240.00	- 600.00	11,400.00
2.	OneSolution Freedom Server Annual Subscription Fee	1	2,100.00	- 105.00	1,995.00

Freedom Software Subtotal 14,100.00 USD
Freedom Software Discount - 705.00 USD
Freedom Software Total 13,395.00 USD

INTERFACES

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
3.	ONESolution Automated Secure Alarm Protocol Interface (ASAP) Annual Subscription Fee	1	9,000.00	- 450.00	8,550.00
4.	ONESolution Generic CAD Event Export-Law/Fire/EMS Annual Subscription Fee	1	4,500.00	- 225.00	4,275.00
5.	ONESolution Incode Courts System Interface Annual Subscription Fee	1	6,000.00	- 300.00	5,700.00
6.	ONESolution Odyssey Warrant Interface Annual Subscription Fee	1	5,100.00	- 255.00	4,845.00

Interfaces Software Subtotal 24,600.00 USD
Interfaces Software Discount - 1,230.00 USD
Interfaces Software Total 23,370.00 USD

ONESOLUTION CAD/MCT

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
7.	CentralSquare ONESolution CAD Cloud Dispatch Position Annual Subscription Fee	3	4,000.00	- 600.00	11,400.00
8.	CentralSquare ONESolution CAD Cloud MCT Position Annual Subscription Fee	100	700.00	- 3,500.00	66,500.00

9.	CentralSquare ONESolution CAD Cloud Platform Annual Subscription Fee	1	90,000.00	- 4,500.00	85,500.00
10.	ONESolution CAD Site License Upgrade Annual Subscription Fee	1	1,200.00	- 60.00	1,140.00
11.	ONESolution MCT Site License Upgrade Annual Subscription Fee	1	7,000.00	- 350.00	6,650.00

ONESOLUTION CAD/MCT Software Subtotal	180,200.00 USD
ONESOLUTION CAD/MCT Software Discount	- 9,010.00 USD
ONESOLUTION CAD/MCT Software Total	171,190.00 USD

ONESOLUTION RMS

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
12.	CentralSquare ONESolution RMS Cloud Officer Annual Subscription Fee	100	750.00	- 3,750.00	71,250.00
13.	CentralSquare ONESolution RMS Cloud Platform Annual Subscription Fee	1	90,000.00	- 4,500.00	85,500.00
14.	ONESolution Field Training Online-Cloud Annual Subscription Fee	1	3,750.00	- 187.50	3,562.50
15.	ONESolution Intelligence Annual Subscription Fee	1	4,000.00	- 200.00	3,800.00
16.	ONESolution Property & Evidence Annual Subscription Fee	1	4,000.00	- 200.00	3,800.00
17.	ONESolution Quartermaster Annual Subscription Fee	1	4,000.00	- 200.00	3,800.00
18.	ONESolution RMS Site License Upgrade Annual Subscription Fee	1	7,500.00	- 375.00	7,125.00

ONESOLUTION RMS Software Subtotal	188,250.00 USD
ONESOLUTION RMS Software Discount	- 9,412.50 USD
ONESOLUTION RMS Software Total	178,837.50 USD

SOFTWARE SUMMARY

Software Subtotal	407,150.00 USD
Software Discount	- 20,357.50 USD
Software Total	386,792.50 USD

WHAT SERVICES ARE INCLUDED?

DATA CONVERSION

DESCRIPTION	TOTAL
1. Public Safety Consulting Services - Fixed Fee	2,340.00
2. Public Safety Project Management Services - Fixed Fee	2,340.00
3. White Box Implementation Services - Fixed Fee	11,356.25

Data Conversion Services Subtotal	16,036.25 USD
Data Conversion Services Discount	- 240.00 USD
Data Conversion Services Total	15,796.25 USD

IMPLEMENTATION

DESCRIPTION	TOTAL
4. ONESolution CAD Cloud Migration Services (1-45 CAD Positions) - Fixed Fee	10,000.00
5. ONESolution RMS Cloud Migration Services (1-2,500 Sworn) - Fixed Fee	10,000.00

Implementation Services Subtotal	20,000.00 USD
Implementation Services Discount	- 1,026.00 USD
Implementation Services Total	18,974.00 USD

TRAINING

DESCRIPTION	TOTAL
6. Public Safety Consulting Services - Fixed Fee	21,060.00
7. Public Safety Project Management Services - Fixed Fee	8,190.00
8. Public Safety Technical Services - Fixed Fee	780.00
9. Public Safety Training Services - Fixed Fee	18,330.00

Training Services Subtotal	48,360.00 USD
Training Services Discount	- 2,480.00 USD
Training Services Total	45,880.00 USD

SERVICES SUMMARY

Services Subtotal	84,396.25 USD
Services Discount	- 3,746.00 USD
Services Total	80,650.25 USD

QUOTE SUMMARY

Software Subtotal	407,150.00 USD
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Services Subtotal	84,396.25 USD
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Quote Subtotal 491,546.25 USD

Discount - 24,103.50 USD

Quote Total 467,442.75 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	386,792.50
FIRST YEAR RECURRING SERVICES TOTAL	0.00

Payment Terms:**Subscriptions:**

- If applicable, Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- Annual Subscription Fees shall increase by 5% each year

Services:**Payment Schedule:**

	Implementation Services
30%	Due on Effective Date
20%	Due at End User CAD Training
20%	Due at End User RMS Training
25%	Due at Go Live
5%	Due at completion of Reliability Period

- If applicable, non-fixed fee professional services shall be due as incurred on a time and materials basis. Non-fixed fee professional services are not included in the percentages outlined in the above Payment Schedule.
- If applicable, non-fixed fee travel expenses shall be due as incurred, invoiced monthly for the travel expenses of the preceding month. Non-fixed fee travel expenses are not included in the percentages outlined in the above Payment Schedule.
- If applicable, Fixed Fee travel expenses are included in the percentages outlined in the above Payment Schedule.

Hardware:

- If applicable, Non-subscription Hardware Fees are due on the Effective Date.

Licenses:

- If applicable, License Fees are due on the Delivery Date.

Support & Maintenance

- If applicable, Support & Maintenance Fees are due annually, starting prior to the first anniversary of the Delivery Date and annually thereafter.
- Annual Software Maintenance Fees shall increase by 5% each year.

Third Party:

- If applicable, Third-Party Software Fees are due on the Effective Date. Third-Party software subscriptions and/or support fees shall be due annually thereafter on the anniversary of the Effective Date. Third-Party Software fees are subject to increase each year.
- If applicable, Third-Party Services shall be due 50% at Effective Date, 25% at completion of 1st End User Training Session, and 25% at Go Live.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

ANCILLARY FEES

- Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2

Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. Product Updates and Releases

- 1.1. **Software Version.** "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.
- 1.2. **Updates.** From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.
- 1.3. **Releases.** Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

- 2.1. CentralSquare shall provide to Customer support via toll-free phone number 833-278-7877 or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.
- 2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a Defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. Online Support Portal

Online support is available via <https://support.centalsquare.com/s/contact-us>, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Customer Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

- 5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.
- 5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

- 5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;
- 5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and
- 5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. **Priorities and Support Response Matrix**

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 – Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Non-Critical Priority 3 issues must be reported via https://support.centalsquare.com/s/contact-us
Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Minor Priority 4 issues must be reported via https://support.centalsquare.com/s/contact-us

7. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:
- 7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented Defect.
 - 7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.
 - 7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.
 - 7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.
8. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have no defined resolution time.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

9. Cases needing development. Support cases that require code development (e.g. writing, modifying or reviewing source code to create new functionality, resolve issues, or improve existing features) will be transferred to the appropriate product development team. Cases transferred to product development will be reviewed to determine the nature of the request, the severity of the impact on the performance of the solution, and the availability of a resolution. CentralSquare reserves the right to close out Non-Critical (Priority 3) and Minor (Priority 4) support cases, without resolution, for development items that do not reasonably fall within the current product roadmap.
10. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.
 - 10.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.
 - 10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.
11. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.
12. **Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.
13. **Technology Life Expectancy.** Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 3
CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting <https://securesupport.centalsquare.com>.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

EXHIBIT 4
Certificate of Insurance (Evidence of Coverage)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, LLC.
TWO ALLIANCE CENTER
3560 LENOX ROAD, SUITE 2400
ATLANTA, GA 30326

CONTACT

NAME:

PHONE:

FAX:

E-MAIL:

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Charter Oak Fire Insurance Co.

25615

INSURER B: Phoenix Insurance Company

25623

INSURER C: Travelers Property Casualty Company Of America

25674

INSURER D: Travelers Casualty And Surety Company

19036

INSURER E: AIG Specialty Insurance Company

28883

INSURER F:

CN130114897-8/31-5M-25-28

INSURED
CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746

COVERAGES

CERTIFICATE NUMBER:

ATL-006076984-00

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	H-860-8575860-COF-25	08/31/2025	08/31/2028	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	BA-65783539-25-13-G	08/31/2025	08/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C UMBRELLA LIAB ☐ EXCESS LIAB ☒ DED ☒ RETENTIONS \$ 10,000	CUP-65801390-25-B	08/31/2025	08/31/2028	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	UB-65783668-25-13-G	08/31/2025	08/31/2028	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E E&O/Cyber	01-232-82-83	08/31/2025	08/31/2026	Limit \$ 5,000,000 SIR \$ 1,000,000

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

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

James C. White

ACORD 25 (2016/03)

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EXHIBIT 5
Summary of Services

(Attached)



SUMMARY OF SERVICES

CentralSquare On Premise to Cloud Migration – ONESolution

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not detailed requirements or designs of solution.

Project Scheduling

Parties agree that a schedule will be provided for services within **sixty days** from the execution of the applicable quote.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined below) to complete the necessary steps for successful deployment of the contracted services. All Services are performed remotely.

Business Hours

All project services will be performed during normal business hours, defined as 8:00-5:00 PM local time. If Client desires to perform the services outside of these hours, additional fees will apply.

CentralSquare Connectivity to On-Premises Systems

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to on-premises Customer systems and/or data. These solutions meet all requirements as contained in the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enables Customer agencies to remain CJIS compliant for the purposes of FBI and/or state regulatory agency audits.

Services Scope of Project

The project includes the following scope of services.

Migration to Cloud

The migration process involves backing up the on-premise environment, uploading critical data to the cloud, and deploying the latest software versions in the cloud environment. CentralSquare is responsible for ensuring the cloud environment functions as expected, while the Customer must review and provide feedback on the cloud deployment.

System Installation

Cloud provisioning will be the responsibility of CentralSquare. On-premise hardware provisioning is the responsibility of the Customer. The installation of CentralSquare software on on-premise hardware is the responsibility of CentralSquare.

This implementation will be a combination of cloud and on-premise components.

Cloud Components:

The CentralSquare Cloud Team will provision the CentralSquare software in the cloud. This will entail a planning meeting with the Customer/Network Administrator and other CentralSquare staff (Project Manager, Engineering), configuration of the connection, advising on network communications, and configuring access to the provisioned system.

The administration services of the cloud environment are the responsibility of CentralSquare, including support, operation, and maintenance of the underlying infrastructure. Access to any resources by the Customer will not be allowed except through applications and programmatic connections.



SUMMARY OF SERVICES

The Customer will be responsible for their side of the connection with CentralSquare maintaining the AWS environment.

On-Premise Components:

CentralSquare will give guidance on virtual provisioning of on-premise servers using the existing hardware from the current CentralSquare environment. Specifications for virtual servers to support the software suite will be provided as part of the project documentation. Unless specifically contracted as part of the project's professional services, the Customer is responsible for initial provisioning and basic configuration of virtual servers.

The administration services of the On-Premise environment is the responsibility of the Customer, including support, operation, and maintenance of the underlying infrastructure.

On-Premise installation of CentralSquare software takes place after On-Premise servers are provisioned and prepared for installation.

On-Premise Reporting Server *If applicable*

CentralSquare will replicate data to an on-premise reporting server. The Customer handles user access control, and CJIS compliance regarding the replicated data.

Geographical Information Services (GIS) *If applicable*

The migration from on-premise to cloud will include GIS. The Customer maintains ownership for updating and maintaining the data using CentralSquare provided GIS tools.

Interfaces

The standard interfaces and integrations currently maintained by CentralSquare that are fully operational, and in the production environment, will be transitioned to the cloud production environment as part of this project. Any interface(s) currently under implementation will need to be reviewed with CentralSquare.

The Customer will be responsible for the facilitation of discussions and the acquisition of materials from those third parties that are necessary for the configuration of interfaces. If there are any additional costs from the third parties the Customer is responsible for those costs.

Additional Services, Products and Interfaces

Addition of Child Agency

Constables (add-on agency) will join the Jefferson County (parent agency) ONESolution RMS system.

- CentralSquare will create the new agency within ONESolution RMS

Workshops and Training

CentralSquare will perform the following ONESolution Workshops and Training classes.

- CAD – System Administrator Workshop (SAW) (24 hr workshop/Remote)
- CAD – System Options/User Group Admin Workshop (12 hr workshop/Remote)
- CAD – End User Training (32 hr training/Remote)
- MCT – Admin Training (4 hr training/Remote)
- Freedom – User Training (14 hr training/Remote)



SUMMARY OF SERVICES

- RMS – System Administrator Workshop (SAW) (24 hr workshop/Remote)
- MFR – System Administrator Workshop (SAW) (24 hr workshop/Remote)
- RMS – End User Training (24 hr training/Remote)
- MFR – End User Training (24 hr training/Remote)

Data Parsing

CentralSquare's subcontractor White Box Technologies will perform a data parse of Jefferson County's data from the Beaumont data.

PROJECT NAME: Jefferson County-Data Separation

DATE: 5/23/2025

This Statement of Work (SOW) sets forth the roles and responsibilities, assumptions, scope, constraints (with an estimated schedule TBD) that will govern the project detailed below. The content of this document is intended to provide framework for the project processes to ensure mutual understanding, clear expectations and successful results.

PERIOD OF PERFORMANCE: 6/1/25-to thirty days after final delivery

PROJECT SUMMARY: White Box will perform a process to separate and parse out Jefferson data from the Beaumont OSSI Database. White Box will then put the data in a separate database in the current OSSI format and deliver back to Jefferson.

Roles and responsibilities:

Central Square

- Project Manager and System Engineer
 - Manage project scope, schedule and performance, coordinate conversion activities with White Box
 - Coordinate access for Whitebox to access customer's environment

Jefferson

- CentralSquare to facilitate access to Agency Legacy System Subject Matter Expert and IT Support to:
 - Provide backup of OSSI legacy data files and deliver to White Box
 - Answer any technical or data related questions

White Box

- Project Manager
 - Manage project scope, schedule, and performance, coordinate conversion activities with Central Square.
- Engineer
 - Create process to separate/parse agency data to an OSSI compatible format
 - Remove agency data from White Box Systems 45 days after delivery.

Assumptions and Constraints:

- No code mappers will be built by White Box, any code mapping to be completed will be a change request.
- White Box will not be manipulating, cleansing or altering the data received by agency
- Each data backup received by White Box must be in the same format per backup
- Up to two parsing deliveries are included, one for testing and one for final delivery. Any additional delivery of parsed/extracted data will be a change request.
- White Box can assist with a data extraction if needed
- All work performed on White Box Internal environment. Anything contrary may result in a change request



SUMMARY OF SERVICES

- White Box will not be converting data into any other system or application. If a data conversion into a new target system is required, a separate Work Order will be supplied by White Box.
- A list of Tables and Data counts to be provided by the Agency from the source system to White Box.
- Should any additional processes other than what is outlined above need to be performed, or an additional separation process created for any other database not listed previously, a separate Work Order will be submitted for both time and cost
- White Box is not responsible nor held accountable for any conflict-political or otherwise, arising between the agencies where each respective agency data resides.
- Work performed under this Statement of Work is under warranty by White Box for thirty (30) days following delivery of the extracted and parsed data. For any issues that are the direct result of a White Box error and found within the 30-day warranty period, WB will fix those errors. Errors or omissions in data that result from application, database, source data changes or requested changes to the extraction logic made by Central Square or Jefferson after delivery of the extracted and parsed data or found after the 30-day warranty period are not included in this Statement of Work and will be subject to a change request.

Estimated Key project milestones:

Milestone	Responsibility
Deliver Source data to White Box	Jefferson/Central Square
Deliver Parsed/Separated Data	White Box
Review of Parsed Data	Jefferson
Deliver Final Parsed/Separated Data	White Box
Cut off for reporting issues (30 day Warranty Period, after delivery of parsed data)	Jefferson/Central Square

Source System(s):

- OSSI

Target System (s):

- OSSI

Parsed Data will be formatted to be loaded into Jefferson OSSI database.

EXHIBIT 6**Service Level Commitments**

The following applies to any cloud-hosted CentralSquare software only. The following does not apply to any on-premise software, hardware, or third-party products.

1. Service Level Commitments

- A. **Availability.** During any calendar month, the availability of the Solution shall be no less than 99.99%, excluding scheduled maintenance. CentralSquare shall provide Customer with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the Solution, as well as continual periodic updates during the unscheduled downtime regarding CentralSquare's progress in remedying the unavailability and estimated time at which the Solution shall be available.
- B. **Measurement.** Service availability is measured as the total time that the solutions are available during each calendar month for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment only, and the points of measurement for all monitoring shall be the servers and the internet connections at CentralSquare's hosted environment.
- C. **Calculation.** Service availability for a given month shall be calculated using the following calculation:
 - I. The total number of minutes which the service was not available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
 - II. Service availability targets are subject to change due to the variance of the number of days in a month.
 - III. The total number of minutes which the service was not available in a given month shall exclude minutes associated with scheduled or emergency maintenance.
- D. **Remedy.** If the service period target measurement is not met, then the customer shall be entitled to a credit calculated as follows:

Service Availability Target not Met	Percentage of Credit to be provided for the subsequent calendar month
Less than 99.99% but greater than or equal to 99.9%	1%
Less than 99.9% but greater than or equal to 99.5%	5%
Less than 99.5%	10%

- E. Credit must be requested by the customer within sixty (60) days of the failed target. Any credit awarded shall be applied to the next applicable invoice. Customer shall not be eligible for credits where customer is more than thirty (30) days past due on their account.
2. **Exceptions.** The Service Level Commitments and availability stated in this Exhibit do not cover services interruptions or performance issues that are caused by factors outside of CentralSquare or its hosting partner's control. Such factors may include, but are not limited to:
- A. **Internet Access.** Issues relating to Customer's internet access. Any outages, slowdowns, or other problems related to the internet connection are explicitly disclaimed;
 - B. **Customer's Internal Network Issues.** Issues originating from Customer's internal network such as network congestion, network equipment failure, or misconfigurations are explicitly disclaimed;
 - C. **Third-Party Acts.** Issues caused by the acts or omissions of third-parties, including providers of internet services, or for issues arising from third-party software or hardware that is not provided by CentralSquare is explicitly disclaimed;

- D. Gross Negligence or Willful Misconduct. Issues relating to the failure or delay in performance to the extent caused by the acts or omissions of Customer or its agents constituting gross negligence or willful misconduct are explicitly disclaimed; and,
 - E. Force Majeure. A force majeure event such as natural disasters, acts of God, or any other cause constituting force majeure are explicitly disclaimed.
- 3. Server Performance & Capacity. The standard provisioning of storage for the cloud solutions is 1 terabyte. If Customer requests to add additional Software, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply at per unit (gigabyte, hour, license, etc).
 - 4. Releases. Customer agrees keep the software up-to-date with the cloud release cycle as determined by centralsquare. Staying current is essential to address security, performance, and infringement issues, and is required for receiving software support. All modifications, revisions, and updates to the software will be provided through new releases, accompanied by documentation updates whenever the centralsquare deems necessary.
 - 5. Non-Production Environments. Included in the subscription fee is access to the training environment during the hours of 8:00am – 4:00pm EST, Monday through Friday. Should the Customer require extended access for items such as internal training, CentralSquare can make exceptions provided that Customer provide reasonable advance written notice. CentralSquare will then work with the Customer to enable access in accordance with an agreed upon schedule.



Agreement 25-057/DC

SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Business - Enterprise Commercial Terms of Service posted at, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Contact Information

Contact: Altoria Prince

Telephone: 409-217-1760

Email: altoria.prince@charter.com

Customer Information

Customer Name
JEFFERSON COUNTY (HQ)

Order #
14344001

Address
1149 PEARL ST BEAUMONT TX 77701

Telephone
(409) 835-8466

Email:
jeff.branick@jeffersoncountytexas.gov

Contact Name
Jeff Branick

Telephone
(409) 835-8466

Email:
jeff.branick@jeffersoncountytexas.gov

Billing Address
1149 PEARL ST BEAUMONT TX 77701

Billing Contact Name

Telephone

Email:

NEW AND REVISED SERVICES AT 800 4th St , Port Arthur TX 77640

Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Enterprise Internet 500Mbps	36 Months	1	\$150.00	\$150.00
Static IP Address	36 Months	1	\$20.00	\$20.00
TOTAL*				\$170.00

ONE TIME CHARGE(S) AT 800 4th St , Port Arthur TX 77640

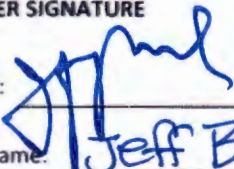
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Enterprise Internet Install	1	\$100.00	\$100.00
TOTAL*			\$100.00



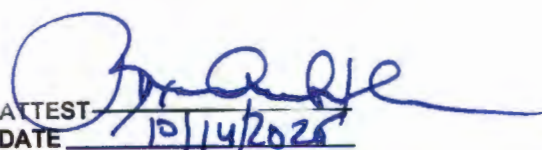


1. TOTAL CHARGE(S). TOTAL MONTHLY RECURRING CHARGES AND TOTAL ONE-TIME CHARGES ARE DUE IN ACCORDANCE WITH THE MONTHLY INVOICE.
2. TAXES. PLUS APPLICABLE TAXES, FEES, AND SURCHARGES AS PRESENTED ON THE RESPECTIVE INVOICE(S).
3. SPECIAL TERMS.

By signing below, the signatory represents they are duly authorized to execute this Service Order.

CUSTOMER SIGNATURE	
Signature:	
Printed Name:	Jeff Branick
Title:	County Judge
Date:	10/14/2025



ATTEST 
DATE 10/14/2025



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Agreement 25-058/DC

SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Business - Enterprise Commercial Terms of Service posted at, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Contact Information

Contact: Altoria Prince
 Telephone: 409-217-1760
 Email: altoria.prince@charter.com

Customer Information

Customer Name JEFFERSON COUNTY (HQ)		Order # 14942328
Address 1149 PEARL ST BEAUMONT TX 77701		
Telephone (409) 835-8466		Email: jeff.branick@jeffersoncountytexas.gov
Contact Name Jeff Branick	Telephone (409) 835-8466	Email: jeff.branick@jeffersoncountytexas.gov
Billing Address 1149 PEARL ST BEAUMONT TX 77701		
Billing Contact Name	Telephone	Email:

NEW AND REVISED SERVICES AT 525 Lakeshore Dr Unit FLR1, Port Arthur TX 77640

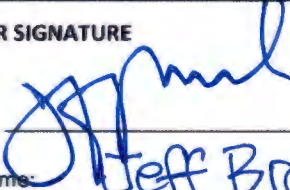
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Enterprise Internet 500Mbps	36 Months	1	\$150.00	\$150.00
TOTAL*				\$150.00

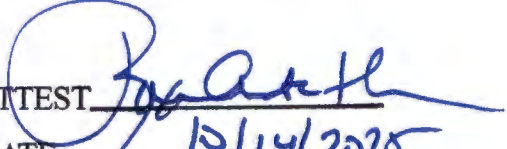




1. **TOTAL CHARGE(S).** TOTAL MONTHLY RECURRING CHARGES AND TOTAL ONE-TIME CHARGES ARE DUE IN ACCORDANCE WITH THE MONTHLY INVOICE.
2. **TAXES.** PLUS APPLICABLE TAXES, FEES, AND SURCHARGES AS PRESENTED ON THE RESPECTIVE INVOICE(S).
3. **SPECIAL TERMS.**

By signing below, the signatory represents they are duly authorized to execute this Service Order.

CUSTOMER SIGNATURE	
Signature:	
Printed Name:	Jeff Branick
Title:	County Judge
Date:	10/14/2025

ATTEST 

DATE 10/14/2025



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Marsh Waterproofing, Inc.

Specializing in Building Restoration

Physical Address:
240 South Main St. Suite #2
Vidor, TX 77662

Mailing Address:
P.O. Drawer 968
Vidor, TX 77670-0968

Ph# 409-769-0459
Toll free: 1-866-251-0234
Fax# 409-769-1682

Email: office@marshwaterproofing.com

October 8, 2025

JOC 25-059/DC

Attn : Jefferson County
Greg.Keller@jeffersoncountytexas.gov

RE : Jefferson County Courthouse Annex

Our recommendations and specifications are based on the information received from your engineer or representative. We will furnish at the above building, all labor, materials, tools, equipment, supervision, Workmen's Compensation, Public Liability and Property Damage Insurance necessary to complete in a thoroughly workmanlike manner all the work described below:

Scope of Work; Pinning Brick Masonry to Back up Walls

1. At all brick columns and other select areas of flat brick masonry walls, starting 10 ft from ground, level up to terracotta stone. Stainless steel spiral masonry anchors will need to be installed through mortar joints into back up wall.
2. Predrill hole through mortar joints into back up wall. Using a special designed tool, install stainless steel spiral anchors to desired depth. 8-inch anchors will be used at the brick columns. 6-inch anchors will be used at the other select areas.
3. After anchors are installed, install mortar over the face of the anchors.
4. These anchors will be installed in a pattern to ensure brick masonry stability. Approximately every foot will have vertical and horizontal spacing.

Price: \$51,000.00

Alternate Scope of Work:

Cleaning of Masonry Façade

1. Chemical clean with Bioclean or SureClean Restoration cleaners, designed to remove dirt, mildew stain from masonry. Cold or hot water pressure clean with pressure not exceeding 3000 PSI, so not to further damage the aging limestone.

Remove Rust From Steel Lintels & Treat in Areas

1. Remove one row of brick masonry as needed to remove rust in prevention of any further masonry damage. In areas of severe masonry damage, apply rust inhibitor to steel lintels to help kill further deterioration. Apply one coat of red oxide primer, and if space is allowed, install self adhered flashing over lintels before reinstalling bricks.

Caulk All Corner Joints, Expansion Joints, Penetrations through Brick, Stone Masonry Walls

1. ***Apply backer rod as needed in any joints with voids.***
2. Apply Sika Urethane Sealant to all corner joints, columns, penetrations, lintels, etc., tool to a neat uniform appearance.

Necessary Brick Replacement

1. Remove and replace broken bricks throughout that are severely deteriorated.

Necessary Tuckpointing Mortar Joint in Brick Stone

1. Remove cracked and loose mortar joints between limestone panels, with power grinding equipment to a minimum depth of ½ inch to a maximum depth of 1 inch.
2. Air or water clean all joints to remove dust and loose particles of mortar.
3. Wet down all joints before applying new mortar.
4. Repoint all mortar joints with Tamm's Thin Patch Pointing Mortar filling joints flush with limestone panels. Then striking all joints until uniform in appearance.
5. Protect limestone panels and etc. from staining of mortar.

Limestone Repairs

1. Remove all loose, cracked, spalled limestone by hammer and chisel method down to a sound surface.
2. Treat all distorted or rusted steel before repairs are made to manufacturer's specifications.
3. Apply Tamm's Red Line architectural patching mortar, specially blended to match existing limestone in color and texture. Then hand float to a smooth finish.

Caulking and Glazing of Windows

1. Apply G.E. Silpruf sealant to all frame to limestone and frame to glass. Then hand tool to a straight neat watertight finish, color to match frames.

Transparent Waterproofing

1. Apply Prosoco Weatherseal to exterior of all limestone masonry by low pressure spraying in strict accordance with manufacturer specifications. Protect area not being waterproofed.
2. Apply two coats at the rate of 1 gallon per 100 sq. ft. per coat.

Price: \$81,000.00

Region 5 ESC:

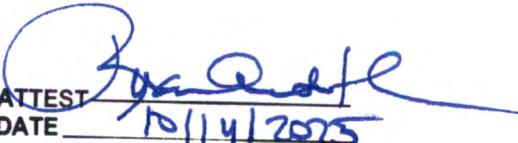
- Job Order Contract (JOC) contract #20230601-2 for 2025-2026
- Building Materials, Supplies & Services #20250301 - 5/1/25 - 4/30/2026
- Paint Supplies and/or Services #20250305 - 5/1/25 - 4/30/26

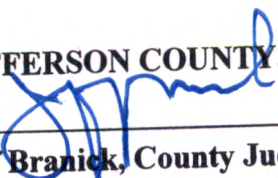
Respectfully Submitted,
Tim Marsh
 President
 Marsh Waterproofing, Inc.

Acceptance Signature & Date: _____

NOTES – VALID FOR 30 DAYS

- If needed, Owner to furnish two (2) 110-volt amp outlets and one (1) 220 volt 50-amp single phase outlet and connect contractors power cord as supplied by contractor.
- If needed, Owner to furnish cold water at spigot in work area.
- If needed, Owner will cooperate with contractor in moving cars, etc. to minimize the risk of overspray.
- This proposal does not include any asbestos removal, encapsulation, or disposal of the same.
- We are not responsible for the relocation or covering of any product or production areas that could get damaged by dust, dirt, falling deck or water during the project.
- If needed, Owner will furnish interior and exterior storage area, parking space for trucks and storage trailers.
- If needed, Owner to move all non-permanently mounted items away from surfaces to be treated.
- If needed, Owner to cut back any existing landscaping a minimum of two feet away from the building prior to work commencing if needed.
- The scope of work under this contract expressly does NOT include investigation, detection, abatement, replacement, removal or detoxification of and Hazardous Environmental Condition.
- "Hazardous Environmental Condition" means any type or form of asbestos, lead or fungus, including mildew, mold, rot, rust, mycotoxins, spores, scents or byproducts produced or released by fungi.
- Our quote is based on the fact that this specification meets your insurance company approval and local code approval.

ATTEST 
 DATE 10/14/2025

JEFFERSON COUNTY, TEXAS

 Jeff Branick, County Judge



- If needed, Owner to furnish two (2) 110-volt amp outlets and one (1) 220 volt 50-amp single phase outlet and connect contractors power cord as supplied by contractor.
- If needed, Owner to furnish cold water at spigot in work area.
- If needed, Owner will cooperate with contractor in moving cars, etc. to minimize the risk of overspray.
- This proposal does not include any asbestos removal, encapsulation, or disposal of the same.
- We are not responsible for the relocation or covering of any product or production areas that could get damaged by dust, dirt, falling deck or water during the project.
- If needed, Owner will furnish interior and exterior storage area, parking space for trucks and storage trailers.
- If needed, Owner to move all non-permanently mounted items away from surfaces to be treated.
- If needed, Owner to cut back any existing landscaping a minimum of two feet away from the building prior to work commencing if needed.
- The scope of work under this contract expressly does NOT include investigation, detection, abatement, replacement, removal or detoxification of and Hazardous Environmental Condition.
- "Hazardous Environmental Condition" means any type or form of asbestos, lead or fungus, including mildew, mold, rot, rust, mycotoxins, spores, scents or byproducts produced or released by fungi.
- Our quote is based on the fact that this specification meets your insurance company approval and local code approval.

SECTION 27: RECEIPT OF GOODS

A. POLICY

Departments must notify the Purchasing Department if goods are not received by the due date or if damaged freight is delivered.

B. VERIFICATION OF ORDERS

Department employees receiving shipments should pay particular attention to the delivery ticket, and how it matches the County's purchase order. The person receiving goods must verify that all goods were shipped as stated on the delivery ticket, and sign on all of the appropriate receiving documentation.

C. DAMAGED FREIGHT

When a shipment arrives, the user department must inspect the condition of all cartons. If freight is undamaged, the department receiving shipment should sign the freight bill.

If freight is visibly damaged, receiving department must instruct the deliverer to note the damage on the freight bill and sign it.

If there is concealed damage, save the shipping cartons and notify Purchasing of the damages.

Damaged freight must be reported to the freight line within 15 days after delivery. After 15 days, the freight line is no longer liable for the damages. All packing materials and boxes should be kept in the event of damaged freight shipments.

D. VENDOR PERFORMANCE

Departments must notify the Purchasing Department of poor vendor performance to ensure all goods and services are received in accordance with the terms of the procurement and reduce the risk in the contract award process. Department Heads shall notify the Purchasing Agent in writing of any vendor performance issues their department has encountered including delivery time, quality of goods, poor construction and performance of services procured.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark 
Purchasing Agent

Date: October 14, 2025

Re: Disposal of Scrap Property

Consider and possibly approve disposal of surrendered license plates to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County as outlined in Registration and Title Bulletin (RTB) #025-12.

Thank you.

**Jefferson County
Tax Office**

Memo

To: Deborah Clark, Purchasing Department
From: Kate Carroll, Tax Assessor-Collector
Date: October 1, 2025
Re: Recycling Vehicle License Plates

The Texas Department of Motor Vehicles encourages counties to recycle license plates surrendered in their offices as outlined in Registration and Title Bulletin (RTB) #025-12. In accordance with these guidelines, we give permission for surrendered license plates to be transported to a metal salvage company to destroy license plates received from our office.

Further instruction from the Texas Department of Motor Vehicles states any revenue generated as a part of the recycling of plates may be retained by the county. Please let me know if you need additional information.

KC/hs
Attachment
cc: Sylvia Moore



Texas Department of Motor Vehicles

HELPING TEXANS GO. HELPING TEXAS GROW.

April 28, 2015

Re: Recycling Vehicle License Plates

To Whom It May Concern:

Transportation Code, Sec. 504.007 requires a customer receiving replacement license plates to surrender each plate in their possession unless they certify that it was lost or stolen. Texas Administrative Code, 217.285(c)(1), states that if the vehicle for which specialty plates are issued is currently registered, the owner must surrender the plates currently displayed on the vehicle before specialty plates may be issued. In addition, Transportation Code, Sec. 501.0275, requires a "Title Only" applicant to surrender any license plates issued to the vehicle.

This leaves a question of what the counties are to do with these surrendered license plates.

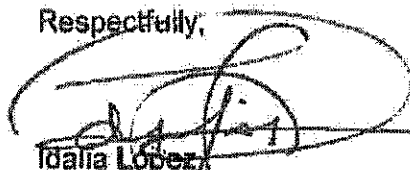
Until further notice, the Texas Department of Motor Vehicles encourages the counties to follow regulations outlined in Registration and Title Bulletin (RTB) #025-12. This RTB states that surrendered license plates must be made unusable, destroyed, or processed by a recycling facility. Since license plates are aluminum, we encourage recycling; however, deface the front of the plates with a permanent marker before delivering to a recycling center. If necessary, coordinate with your local TxDMV Regional Service Center to pick up plates that have been surrendered and cannot be recycled, destroyed or made unusable.

Note that surrendered Exempt plates are still to be submitted to your local TxDMV Regional Service Center.

Any revenue generated as a part of the recycling of plates may be retained by the county to be used as they deem fit.

If you have any questions, please contact our office at (409) 895-3200.

Respectfully,



Idalia Lopez
Beaumont RSC, Supervisor



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

A handwritten signature in dark ink, appearing to be "DC" or a stylized version of the name, is written over the printed name "Deborah Clark".

Date: October 14, 2025

Re: Disposal of Salvage Property

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

Thank you.

October 14, 2025

10.14.25

Jefferson County



Precinct Four

Everette "Bo" Alfred
Commissioner

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

MEMO

TO: Ms. Rebekah Patin, Auditing
FROM: Commissioner Everette Alfred
DATE: September 30, 2025
RE: **Transfer Funds**

Please make the following transfer as indicated. Thank you.

- Transfer **\$234,381.00** from account # 114-0409-431.60-42 (Trucks & Trailers) [PO # 095448 Chastang Ford] into account # 114-0000-491.80-06 (Transfer Out / Capital Projects FND # 311) for delay in delivery of Dump Trucks.

EA/nr



JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

1001 Pearl Street
Beaumont, TX 77701
(409) 835-8411

Donta Miller
Chief of Law Enforcement
donta.miller@jeffersoncountytexas.gov

John Shaubarger
Chief of Corrections
john.schaubarger@jeffersoncountytexas.gov

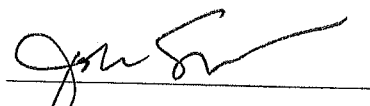
TO: Rebekah Patin
Jefferson County Auditing Department

FROM: Chief John Shaubarger
Jefferson County Sheriff's Office

RE: Transfer Funds FY 2025

DATE: September 25, 2025

Please consider and possibly approve a budget transfer of \$60,000.00 from budget account 120-3062-423-50-81 Relief Board and Lodging and \$10,000.00 from 120-3062-423-40-04 Airplane Fuel to 120-3062-423-30-33 Food for inmate meals.


Chief John Shaubarger

Gene A. Winston, Jr.

Constable PCT. 8
525 Lakeshore Drive
Port Arthur, TX 77640



Willie Jane Briscoe
Senior Office Specialist

Phone: 409-983-8311

Fax: 409-983-8303

jcp8@jeffersoncountytexas.gov

October 3, 2025

Jefferson County Commissioner's Court
Jefferson County Courthouse
1149 Pearl Street
Beaumont, Texas 77701

Honorable Judge and Commissioners,

On behalf of Constable Gene Winston, Precinct 8, I respectfully submit this request to amend \$1,899.98 into our Fiscal Year 2026 budget.

This request stems from an oversight in the FY2025 purchasing process. Constable Winston takes full responsibility for the error, which was based on a misunderstanding of the year-end purchasing requirements. We believed that submitting a purchase order by September 30, 2025 would be sufficient to obligate the funds, as has been the case in prior years for items such as uniforms, vests, and other equipment. However, we were recently informed that the actual shipment must be received by the fiscal year-end for it to be properly charged to FY2025.

Because the items in question will not be received by the September 30th deadline, the FY2025 funds cannot be utilized. As such, we are requesting that the amount of \$1,899.98 be carried over and amended into the FY2026 budget to ensure that the purchase can still be completed.

We greatly appreciate the Court's consideration of this request and your continued support of Constable Winston's efforts to provide professional and effective service to the residents of Precinct 8. Should any additional information or documentation be required, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in black ink that reads "G.A. Winston Jr." with a stylized flourish at the end.

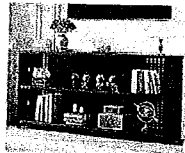
Gene A. Winston, Jr.
Constable, Pct. 8



Pay \$1,899.98 \$1,819.98 for this order. Get a \$80 Amazon Gift Card instantly upon approval for the Amazon Store Card.

[Learn more](#)

Shopping Cart



LVB Industrial Horizontal Bookcase, Rustic Wood 4 5 6 7 8 Cube Bookshelf, Modern Wide Long Low Book Shelf, Vintage Large Open Cube Storage Organizer for Office Bedroom...

Price

\$199.99

In Stock

Shipped from: LVB Furniture

FREE delivery Oct 7 - 9

Gift options not available. [Learn more](#)

Color: Dark Gray Oak

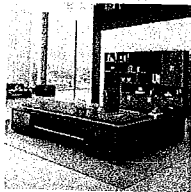


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Save for later

Compare with similar items

Share



Fverngsang L-Shaped Executive Office Desk and Chair Set, L-Shaped Executive Desk with Double Cabinet, Modern Luxury Manager Workstation with Large Desktop (Left-Dark O...

\$1,699.99

Usually ships within 6 to 7 days

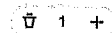
Shipped from: souxiang

FREE delivery Nov 12 - 24

Gift options not available. [Learn more](#)

Color: Left-dark Oak

Size: 79"L



Delete

Save for later

Share

Subtotal (2 items): \$1,899.98

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/27/2025



FEMA

Fran Lee
JEFFERSON COUNTY
1149 PEARL STREET 7TH FLOOR
BEAUMONT, TX 77701

EMW-2025-PU-05203

Dear Fran Lee,

Congratulations on behalf of the Department of Homeland Security, your application submitted for the Fiscal Year 2025 Port Security Grant Program (PSGP), has been approved in the amount of \$852,693.00 in Federal funding. This award of federal assistance is executed as a Grant. As a condition of this award, you are required to contribute non-Federal funds equal to or greater than \$284,231.00 for a total approved budget of \$1,136,924.00. Please see the Fiscal Year 2025 Port Security Grant Program (PSGP) for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Award Summary - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- Fiscal Year 2025 Port Security Grant Program (PSGP) Notice of Funding Opportunity
- The Preparedness Grant Manual (PGM)

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in cursive script, appearing to read "Stacey Street".

Stacey Street
Deputy Assistant Administrator
Grants Program Directorate

Award Summary

Program: Fiscal Year 2025 Port Security Grant Program

Recipient: JEFFERSON COUNTY

UEI-EFT: EKC1BVNLJXA8

Award number: EMW-2025-PU-05203

Summary description of award

The Port Security Grant Program provides funds to state, local, and private sector maritime partners to support increased port-wide risk management and protect critical surface transportation infrastructure from acts of terrorism, major disasters, and other emergencies.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$1,101,852.00
Supplies	\$0.00
Contractual	\$35,072.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$852,693.00
Non-federal	\$284,231.00
Total	\$1,136,924.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2025 PSGP NOFO.

Approved request details:

Investment

14SW-01-VIDA Systems, Video Assessment, Security

DESCRIPTION

Portable Solar powered mobile surveillance unit for monitoring areas impacted by storms, flooding etc.. Can be used for general monitoring as needed.

QUANTITY	UNIT PRICE	TOTAL
2	\$50,926.00	\$101,852.00

BUDGET CLASS

Equipment

Investment

Equipment

DESCRIPTION

Purchase of a 29-foot Patrol Safe Boat. AEL # 17WC-00-BOAT

QUANTITY	UNIT PRICE	TOTAL
1	\$600,000.00	\$600,000.00

BUDGET CLASS

Equipment

Investment

Contractual

DESCRIPTION

Aerial Overwatch and Threat Assessment training *NY-002-PREV

QUANTITY	UNIT PRICE	TOTAL
1	\$35,072.00	\$35,072.00

BUDGET CLASS

Contractual

CHANGE FROM APPLICATION

Unit price from \$25,000.00 to \$35,072.00

JUSTIFICATION

Adjusted to meet funding amount.

Investment

Equipment

DESCRIPTION

(4) Yamaha F300NCB 30" Right Hand Rotation, (4) Yamaha F300NCB 30" Left Hand Rotation, 4x Twin engine DEC Helm master EX rigging kits (8) Yamaha props

QUANTITY	UNIT PRICE	TOTAL
4	\$100,000.00	\$400,000.00

BUDGET CLASS

Equipment

Of the total Federal funds, \$852693.00 has been placed on hold. See the following terms in the Agreement Articles for more details:

Article number	Title	Payment hold
Article 55	Summary Description of Award	\$852693.00

Agreement Articles

Program: Fiscal Year 2025 Port Security Grant Program

Recipient: JEFFERSON COUNTY

UEI-EFT: EKC1BVNLJXA8

Award number: EMW-2025-PU-05203

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Article 1 Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

Article 2 General Acknowledgements and Assurances

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: <https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance>.

Article 3 Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4 Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5 Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6 Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7 Best Practices for Collection and Use of Personally Identifiable Information

(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8**CHIPS and Science Act of 2022, Public Law 117-167 CHIPS**

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A "reported individual" refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9 Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 10 Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11 Communication and Cooperation with the Department of Homeland Security and Immigration Officials

(1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

Article 12 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 13 Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 14 Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 15 Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

Article 16 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

Article 17 Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 18 Equal Treatment of Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 19 Anti-Discrimination

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means “diversity, equity, and inclusion.” (b) DEIA means “diversity, equity, inclusion, and accessibility.” (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States. (2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

Article 20 False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 21 Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article 22 Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

Article 23 Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 24 Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 25 John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 26**Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 27**Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 28**National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 29**National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254**

(1) Recipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. "Covered institutions" means recipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of \$50 million per year."

Article 30 Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 31 Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 32 Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 33 Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

Article 34 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 35 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 36 Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 37 Reporting Subawards and Executive Compensation

For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39 SAFECOM

Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Article 40 Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

Article 41 System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

Article 42 Termination of a Federal Award

(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.

Article 43 Terrorist Financing

Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44 Trafficking Victims Protection Act of 2000(TVPA)

Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

Article 45 Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56

Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175-175c.

Article 46 Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 47 Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 4701-41 U.S.C. § 4712.

Article 48**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49**Applicability of DHS Standard Terms and Conditions to Tribal Nations**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50 Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

Article 51 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

Article 52 Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 53 Indirect Cost Rate

2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 54 Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55 Summary Description of Award

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient at any time before or after the award date are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and subsequent reviews by FEMA. Post-award documents uploaded into FEMA GO for this award will be incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent reviews by FEMA. All projects must receive approval from FEMA prior to commencing.

Article 56 PSGP Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the capability gaps identified in their vulnerability assessment or other relevant documentation or sustains existing capabilities per the FEMA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR.

Article 57 Compliance with Federal Immigration Law

1. Prohibition a. The state, territorial, or local government recipient is prohibited from being designated by the Department of Homeland Security or Department of Justice as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates the state, territory, or local government as a sanctuary jurisdiction after the Department of Homeland Security has made the grant award, the state, territorial, or local government recipient is prohibited from making any financial obligations under the grant award on or after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. The Department of Homeland Security will suspend the grant award and not make payments to the state, local, or territorial recipient on or after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. b. The state, local, or territorial recipient is prohibited from making subawards to a state, local, or territorial government that the Department of Homeland Security or Department of Justice has designated as sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state, local, or territorial government as a sanctuary jurisdiction after the recipient makes a subaward, the recipient must suspend the subaward, the recipient must not make any additional payments to the subrecipient, and the subrecipient is prohibited from making any financial obligations under the subaward on and after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. c. The Department of Homeland Security designates a state, local, or territorial government as a sanctuary jurisdiction if it fails to comply with the requirements set forth in paragraphs 2.a.i to v of this term and condition. 2. Certification a. The state, territorial, or local government recipient and all state, territorial, and local government subrecipients must certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other federal, state, or local government entity. ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of

information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state, local, or territorial recipient must require a state, local, or territorial subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance This term and condition is material to the Department of Homeland Security's decision to make this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state, territorial, or local government recipient or any state, territorial, or local government subrecipient fails to comply with this term and condition.

Article 58

Non-Applicability of Specific Terms and Agreement Articles

Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package.

Article 59

Impact of San Francisco v. Trump Preliminary Injunction

Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No. 3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "Compliance with Federal Immigration Law" Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the "Compliance with Federal Immigration Law" Agreement Article will immediately become effective.

Article 60 Impact of State of Illinois v. FEMA Injunction

Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206 (D. R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "Compliance with Federal Immigration Law" Agreement Article. If the injunction is stayed, vacated, or extinguished, the "Compliance with Federal Immigration Law" Agreement Article will immediately become effective.

Article 61 Non-Applicability of Specific Agreement Articles

Notwithstanding its inclusion in this award package, the following Agreement Article does not apply to this grant award: 1. Termination of a Federal Award. This provision is consistent with any terms of the Notice of Funding Opportunity that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Refer to the Notice of Funding Opportunity for the terms governing award termination.

Article 62 Funding Hold: Detailed Cost Breakdown & Justification Required

FEMA has placed a funding hold on this award, and \$ 852,693.00 is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the following investments/projects. Investment 1: Trailer-Mounted Solar-Powered Surveillance System Investment 2: SAFEBOAT Investment 3: HELICOPTER ASSET TRAINING Investment 4: Replacement boat engines To release the funding hold, the recipient must provide a detailed cost breakdown and justification for the investments/projects listed above. FEMA will rescind the funding hold upon its review and approval of the detailed cost breakdown and justification. If you believe this funding hold was placed in error, please contact the relevant Program Analyst or Preparedness Officer or Grants Management Specialist.

Obligating document

1. Agreement No. EMW-2025-PU-05203	2. Amendment No. N/A	3. Recipient No. 746000291	4. Type of Action AWARD	5. Control No. WX04780N2025T		
6. Recipient Name and Address JEFFERSON COUNTY 1149 PEARL ST BEAUMONT, TX 77701		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Fran Lee		9a. Phone No. 4098358501	10. Name of FEMA Project Coordinator Port Security Grant Program Grant Program		10a. Phone No. 1-877-585-3242	
11. Effective Date of This Action 09/27/2025	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 09/01/2025 to 08/31/2028 Budget Period 09/01/2025 to 08/31/2028		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
PSGP	97.056	2025-FA-GC01 - P410-xxxx-4101-D	\$0.00	\$852,693.00	\$852,693.00	See Totals
Totals			\$0.00	\$852,693.00	\$852,693.00	\$284,231.00
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Stacey Street, Deputy Assistant Administrator Grants Program Directorate	09/27/2025

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION (CDBG-MIT) RESILIENT COMMUNITIES PROGRAM THROUGH THE GENERAL LAND OFFICE – CONTRACT NUMBER 23-160-112-F240

WHEREAS, Jefferson County, Texas has received a CDBG-MIT Resilient Communities Program grant award from the General Land Office for an updated Comprehensive Plan for the Jefferson County, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the General Land Office, and;

WHEREAS, an original signed copy of the *Depository/Authorized Signatories Designation Form* is to be submitted with a copy of this Resolution, and;

WHEREAS, Jefferson County, Texas acknowledges that in the event that an authorized signatory of the County changes (elections, illness, resignations, etc.), the County must provide the General Land Office with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised *Depository/ Authorized Signatories Designation Form*.

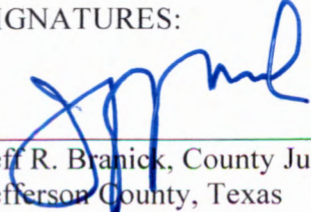
THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS, THAT:

The **County Judge** and the **County Auditor** will be authorized to execute contractual documents for the CDBG-MIT Resilient Communities Program through the General Land Office.

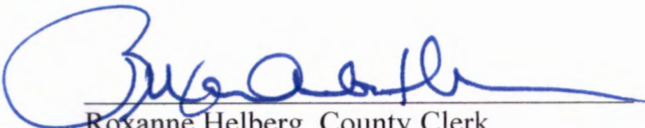
The **County Judge** and the **County Auditor** will be authorized to execute the Request for Payment Form documents required for requesting funds approved in the CDBG-MIT Resilient Communities Program through the General Land Office.

PASSED AND APPROVED this 14 day of October, 2025.

SIGNATURES:


 Jeff R. Branick, County Judge
 Jefferson County, Texas

ATTEST:


 Roxanne Helberg, County Clerk
 Jefferson County, Texas





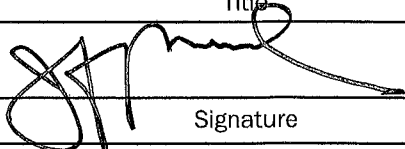
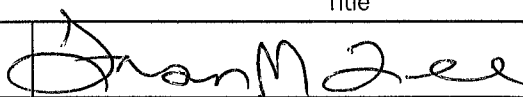
COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office

Depository/Authorized Signatories Designation Form

Subrecipient:	Jefferson County	Contract Number:	23-160-112-F240
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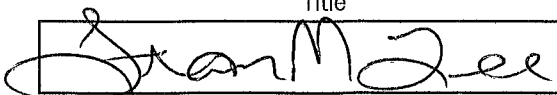
The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

JEFF BRANICK	FRAN LEE
Name	Name
COUNTY JUDGE	COUNTY AUDITOR
Title	Title
	
Signature	Signature
Name	Name
Title	Title
Signature	Signature

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

STELLAR BANK	
Name of Lending Institution	
PO BOX 41314	
Address	
HOUSTON, TX 77241-1314	
City, State, Zip Code	
Fund Account Number:	1004221717

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

FRAN LEE	JEFF BRANICK
Name	Name
COUNTY AUDITOR	COUNTY AUDITOR JUDGE
Title	Title
	
Signature	Signature



COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office

Depository/Authorized Signatories Designation Form

REBEKAH PATIN	ERICA BELL
Name	Name
FIRST ASSISTANT COUNTY AUDITOR	FINANCIAL MANAGER
Title	Title
<i>Rebekah Patin</i>	<i>Erica Bell</i>
Signature	Signature

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

Order Authorizing Jefferson County's Participation in a County Health Care Provider Participation Program, Collection of a Mandatory Payment, and Use of Funds from Mandatory Payments

WHEREAS, pursuant to Chapter 292D of the Health and Safety Code, the commissioner's court of a county may by order authorize the county to participate in a county health care provider participation program;

WHEREAS, the purpose of participation in a county health care provider participation program is to generate revenue from a mandatory payment that may be required by the county from an institutional health care provider to fund certain intergovernmental transfers;

WHEREAS, pursuant to Chapter 292D of the Health and Safety Code, the commissioner's court of a county that participates in a county health care provider participation program may, by an affirmative vote of the majority of the members of the commissioner's court authorize the county to collect a mandatory payment from each institutional health care provider located in the county; and

WHEREAS, pursuant to new Chapter 292D, a county that participates in a county health care provider participation program may use the funds collected through mandatory payments only for specified purposes;

NOW THEREFORE, BE IT ORDERED that the commissioner's court of Jefferson County authorizes Jefferson County to:

1. The Jefferson County Commissioners Court authorizes the County to continue to participate in the Jefferson County local health care provider participation program subject to Chapter 292D of the Texas Health and Safety Code; and
2. All references to Chapter 300 of the Texas Health and Safety Code in the Jefferson County Health Care Provider Participation Program Rules and Procedures (adopted on November 1, 2022) are replaced with Chapter 292D of the Texas Health and Safety Code; and
3. The fiscal year 2026 mandatory payment rate applicable to the Jefferson County local provider participation program shall be 6.0% of the net patient revenue of an institutional health care provider located in Jefferson County, and revenue derived from those payments is to be spent in accordance with Section 292D.103(c) of the Texas Health and Safety Code.

Passed, approved, and adopted this the 23rd day of September, 2025.

Jeff Braniok, County Judge

Attest:

Roxanne Acosta-Hellberg, County Clerk

Approved as to form:

Kathleen Kennedy, Legal Advisor



Jefferson LPPF
FY26 Mandatory Payment Schedule

Schedule of FY26 Mandatory Payments

Facility	System	2023 Net Patient Revenue	FY25 Rate	Q1 Mandatory Pmt Due 10/31/2025	Q2 Mandatory Pmt Due 1/2/2026	Q3 Mandatory Pmt Due 4/1/2026	Q4 Mandatory Pmt Due 6/30/2026
CHRISTUS Southeast Texas St. Elizabeth	CHRISTUS	\$ 417,070,437.00	\$ 25,024,226.25	\$ 6,256,056.50	\$ 6,256,056.50	\$ 6,256,056.50	\$ 6,256,056.50
Kate Dishman Rehabilitation	CHRISTUS	\$ 9,594,489.00	\$ 575,669.25	\$ 143,917.25	\$ 143,917.25	\$ 143,917.25	\$ 143,917.25
Baptist Hospitals of Southeast Texas	Baptist	\$ 365,267,445.00	\$ 21,916,046.75	\$ 5,479,011.75	\$ 5,479,011.75	\$ 5,479,011.75	\$ 5,479,011.75
PAM Rehabilitation Hospital of Beaumont	PAM	\$ 15,780,449.00	\$ 946,827.00	\$ 236,706.75	\$ 236,706.75	\$ 236,706.75	\$ 236,706.75
The Medical Center of Southeast Texas	HSA	\$ 125,216,554.00	\$ 7,512,993.25	\$ 1,878,248.25	\$ 1,878,248.25	\$ 1,878,248.25	\$ 1,878,248.25
TOTAL		\$ 932,929,374.00	\$ 55,975,762.50	\$ 13,993,940.50	\$ 13,993,940.50	\$ 13,993,940.50	\$ 13,993,940.50

FY26 Jefferson LPPF Rate Analysis

WORKING DRAFT
SUBJECT TO CHANGE

I. Jefferson LPPF FY26 Rate Analysis

Facility	System	2023 Net Patient Revenue	FY26 Rate 6.00%	FY26 Quarterly Mandatory Pmt
CHRISTUS Southeast Texas St. Elizabeth	CHRISTUS	\$ 417,070,437	\$ 25,024,226	\$ 6,256,056.50
Kate Dishman Rehabilitation	CHRISTUS	\$ 9,594,489	\$ 575,669	\$ 143,917.25
Baptist Hospitals of Southeast Texas	Baptist	\$ 365,267,445	\$ 21,916,047	\$ 5,479,011.75
PAM Rehabilitation Hospital of Beaumont	PAM	\$ 15,780,449	\$ 946,827	\$ 236,706.75
The Medical Center of Southeast Texas	HSA	\$ 125,216,554	\$ 7,512,993	\$ 1,878,248.25
TOTAL		\$ 932,929,374	\$ 55,975,762	\$ 13,993,940.50

**2026 Jefferson County Resolution
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

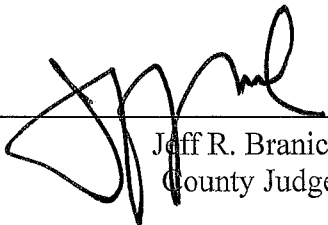
WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Jefferson County Commissioners Court has agreed that in the event of loss or misuse of the funds, Jefferson County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

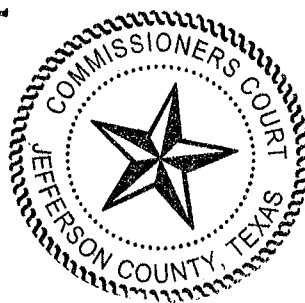
Adopted this 30 day of September, 2025.



Jeff R. Branick
County Judge

Attest: 

County Clerk



Texas Traffic Safety eGrants

Fiscal Year 2026

Organization Name: Jefferson County Sheriff's Office

Legal Name: County of Jefferson

Payee Identification Number: 17460002912002

Project Title: STEP Comprehensive

ID: 2026-JeffersonCoSO-S-1YG-00074

Period: 10/01/2025 to 09/30/2026

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **County of Jefferson** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2025.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

ALN Number:
ALN Title:
Funding Source: Section **402**
Unique Entity Identifier (UEI) : **EKC1BVNIJXA8**
FAIN:
300004020TX0
300004020TX0

Project Title: **STEP Comprehensive**
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2025** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2026** unless terminated or otherwise modified.

Total Awarded: **\$32,909.20**
Amount Eligible for Reimbursement by the Department: **\$25,878.30**
Match Amount provided by the Subgrantee: **\$7,030.90**

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

Subgrantee Signature

X By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name: Mr. Ryan G Bodley Sr.

Title: Sergeant-Traffic Division

Date: Sep 18 2025 9:03AM

TxDOT Signature

X By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name: David Palmer

Title: Behavioral Traffic Safety Section Director

Date: Sep 26 2025 8:15AM

RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend grant related training as requested by the Department

D. Attend meetings according to the following:

1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for grant related activities.

2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement.

G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.

H. Ensure that this grant will in no way supplant (replace) funds from other sources.

Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

I. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, Enforcement Zone identifier, mileage (including starting and ending mileage), hours worked, type of warning or citation issued or arrest made, officer and supervisor signatures.

J. All STEP agencies must provide the following provision in all daily activity report forms:

"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

The above language should be added to the activity reports immediately above the signature lines of the officer and supervisor.

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

M. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

N. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

O. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

P. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

Revised: 11/07/2017

RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
 - 1. review of periodic reports
 - 2. physical inspection of project records and supporting documentation
 - 3. telephone conversations
 - 4. e-mails and letters
 - 5. quarterly review meetings
 - 6. eGrants
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
 - 1. Ascertain whether or not the project objectives were met
 - 2. Review project accomplishments (performance measures completed, targets achieved)
 - 3. Account for any approved Program Income earned and expended
 - 4. Identify exemplary performance or best practices

GENERAL INFORMATION

Project Title:STEP Comprehensive

Project Description:

Program Elements

When performing enforcement activities under this grant, officers should make the enforcement of the STEP elements listed below their top priority, although any traffic-related probable cause can be used to initiate a vehicle stop

1. DWI : Driving While Intoxicated
2. Speed: Speed Enforcement
3. OP: Occupant Protection (Safety Belt and Child Safety Seat)
4. ITC: Intersection Traffic Control
5. DD: Distracted Driving

Holiday Periods

Enforcement activities under this grant may be conducted on any day at any time of day the agency deems appropriate. However, subgrantee should make it a priority to conduct enforcement activities during state and federally determined holiday periods, which are:

1. Christmas/New Year's
2. Spring Break
3. Memorial Day
4. Independence Day
5. Labor Day

STEP Mobilization Calendar is available on [eGrantsHelp](#) page

X Agency agrees to enforce the above Program Elements and Holiday Periods as part of the Selective Traffic Enforcement Program

GOALS AND STRATEGIES

- Goal:** To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, injuries and fatalities.
- Strategies:** Increase and sustain high visibility enforcement of traffic safety-related laws.
Increase public education and information campaigns regarding enforcement activities.
- Goal:** To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of DWI laws.
- Goal:** To increase occupant restraint use, including child-safety seats, in all passenger vehicles and trucks.
- Strategy:** Increase and sustain high visibility enforcement of occupant protection laws.
- Goal:** To reduce the number of speed-related crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of speed-related laws.
- Goal:** To reduce intersection-related motor vehicle crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.
- Goal:** To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.
- Strategies:** Increase and sustain high visibility enforcement of state and local ordinances on cellular and texting devices.
Increase public information and education on Distracted Driving related traffic issues.

☒ I agree to the above goals and strategies.

Please mark all of your proposed zones on a single heat map and upload that map here. Click [here](https://egrants.bts.txdot.gov/_Upload/1408656_341467-JeffCo_COMP_HEAT[1].pdf) to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 480 and rounding to the nearest whole number. [https://egrants.bts.txdot.gov/_Upload/1408656_341467-JeffCo_COMP_HEAT\[1\].pdf](https://egrants.bts.txdot.gov/_Upload/1408656_341467-JeffCo_COMP_HEAT[1].pdf)

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number	Not Applicable
Reduce the number of Alcohol-Involved (DWI/DUI) KA crashes to	9	
Reduce the number of Speed-related KA crashes to	16	
Reduce the number of All OP-related (Seatbelt and Child Passenger Safety) KA crashes to	10	
Reduce the number of ITC-related KA crashes to	9	

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E OBJECTIVE/PERFORMANCE MEASURE

XI agree to the below efforts with a public information and education (PI&E) program.

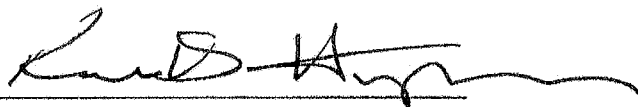
- a. Conduct a minimum of five (5) presentations
- b. Conduct a minimum of five (5) media exposures (e.g. news conferences, news releases, and interviews)
- c. Conduct a minimum of two (2) community events (e.g. health fairs, booths)

AGREEMENT

I, Richard D Hughes, agree to provide magistrate duties for the Criminal Courts of Jefferson County, Texas, on days that other magistrates are unavailable as assigned by the Criminal District, 252nd District and the Drug Impact Courts designed to expedite the processing of felony criminal cases.

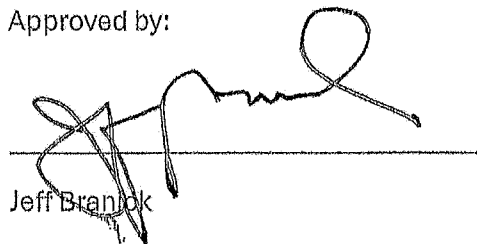
Payment for such service will be at the rate of \$350 per court session during weekdays, and \$400 per court session on holiday, weekends, or when juvenile detention hearings are held.

This agreement begins on October 1, 2025, for a term of one year. This agreement will continue to be renewed for one-year periods until either parties gives a 30-day cancellation notice.



Richard D Hughes

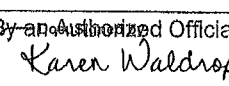
Approved by:



Jeff Brantok

County Judge

Jefferson County, Texas

FDP Cost Reimbursement Subaward			
Federal Awarding Agency: Other [Type in Agency]		U.S. Department of Interior-Gulf of Mexico Energy Security Act	
Pass-Through Entity (PTE): County of Jefferson, Texas		Subrecipient: Ducks Unlimited, Inc.	
PTE PI: Jeff Branick		Sub PI: Todd Merendino, Ph.D.	
PTE Federal Award No: JeffCo-GOMESA ALN 15.435		Subaward No: GOMESA-2025-DU	
Project Title: Jefferson County GOMESA Projects			
Subaward Budget Period: Start: 10/01/2025 End: 06/30/2029		Amount Funded This Action (USD): \$ 2,960,000.00	
Estimated Period of Performance: Start: 10/01/2025 End: 06/30/2029		Incrementally Estimated Total (USD): \$	
Terms and Conditions			
1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an Independent entity and not an employee or agent of PTE. 2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A. 3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report. 4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient. 5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4. 6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Authorized Official Contact and the Subrecipient's Authorized Official Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B. 7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Bilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B. 8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. 9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Authorized Official Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable. 10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.			
By an Authorized Official of the PTE:  Name: Jeff Branick Title: County Judge Date: 9/30/25		By an Authorized Official of the Subrecipient:  Name: Karen Waldrop Title: Chief Conservation Officer Date: 9/30/2025	

Attachment 1
Certifications and Assurances

Subaward Number:

GOMESA-2025-DU**Certification Regarding Lobbying (2 CFR 200.450)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

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

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 2
Federal Award Terms and ConditionsSubaward Number
GOMESA-2025-DU**Required Data Elements**

The data elements required by Uniform
Guidance are incorporated **In the attached Federal Award.**

This Subaward Is:

☒ Research & Development ☐ Subject to FFATA

Awarding Agency Institute (If Applicable)

Federal Award Issue Date	FAIN	Assistance Listing No.
Assistance Listing Program Title (ALPT)		
Key Personnel Per NOA		

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

See Attachment 5

2. 2 CFR 200

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

4. Applicable Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

Administrative except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the **Administrative** Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income: **Additive**

Special Terms and Conditions:**Data Sharing and Access:**

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: **Subrecipient**

If applying its own COI policy, by execution of this Subaward, **Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: U.S. Department of Interior-Gulf of Mexico Energy Security**

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

- ☐ No Human or Vertebrate Animals
- ☐ Human Subjects
- ☐ Human Subjects Exempt
- ☐ Vertebrate Animals

The PTE requires verification of IRB and/or IACUC approval be sent to the Administrative Contact as required above:

Subrecipient agrees that any non-exempt human and/or vertebrate animal research protocol conducted under this Subaward shall be reviewed and approved by the appropriate Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will maintain current and duly approved research protocols for all periods of the Subaward involving human and/or vertebrate animal research. Subrecipient certifies that the appropriate IRB and/or IACUC are in full compliance with applicable state and federal laws and regulations. The Subrecipient certifies that any submitted IRB / IACUC approval represents a valid, approved protocol that is entirely consistent with the Project associated with this Subaward. In no event shall Subrecipient invoice or be reimbursed for any human or vertebrate animals related expenses incurred in a period where any applicable IRB / IACUC approval is not properly in place.

Human Subjects Data (Select One) Not Applicable

This section left intentionally blank

This section left intentionally blank

Additional Terms

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

GOMESA-2025-DU

PTE Information

Entity Name: County of Jefferson, Texas

Legal Address: 1149 Pearl 4th Floor
Beaumont, TX 77701

Website:

PTE Contacts

Central Email:

Principal Investigator Name: Jeff Branick

Email: jeff.branick@jeffersoncountytexas.gov

Telephone Number: 409-835-8466

Administrative Contact Name: Fran Lee

Email: Fran.Lee@jeffersoncountytexas.gov

Telephone Number: 409-835-8500

COI Contact email (if different to above):

Financial Contact Name: Michayla Davis

Email: Michayla.davis@jeffersoncountytexas.gov

Telephone Number: 409-835-8500

Email invoices? ☒ Yes ☐ No Invoice email (if different): acctspay@jeffersoncountytexas.gov

Authorized Official Name: Jeff Branick

Email: jeff.branick@jeffersoncountytexas.gov

Telephone Number: 409-835-8466

PI Address:

Same as above

Administrative Address:1149 Pearl 7th Floor
Beaumont, TX 77701**Invoice Address:**1149 Pearl 7th Floor
Beaumont, TX 77701

Attachment 3B**Subrecipient Contacts**

Subaward Number:

GOMESA-2025-DU

Subrecipient Information for FFATA reporting

Entity's UEI Name: Ducks Unlimited, Inc.

EIN No.: 13-5643799

Institution Type: Nonprofit without 501c3 Status (other than Inst. of Higher Ed.)

UEI: RZBMKCDW36Q8

Currently registered in SAM.gov: ☒ Yes ☐ NoExempt from reporting executive compensation: ☐ Yes ☒ No (If no, complete 3Bpg2)

Parent UEI:

Place of Performance Address

This section for U.S. Entities:

Zip Code Look-up

Congressional District: TX-22

Zip Code+4:

915 Richmond Parkway
Richmond, TX 77469**Subrecipient Contacts**

Central Email:

Website:

Ducks.org

Principal Investigator Name: Todd Merendino, Ph.D.

Email: tmerendino@ducks.org

Telephone Number:

Administrative Contact Name: Nina B. Dortch

Email: ndortch@duck.org

Telephone Number: 601-206-5456

Financial Contact Name: Brian Terrell

Email: bterrell@ducks.org

Telephone Number: 6012065465

Invoice Email: sroap@ducks.org

Authorized Official Name: Jerry Holden

Email: jholden@ducks.org

Telephone Number: 6012065445

Legal Address:Ducks Unlimited, Inc.
One Waterfowl Way
Memphis, TN 38120**Administrative Address:**Ducks Unlimited, Inc.
915 Richmond Parkway
Richmond, TX 77469**Payment Address:**Ducks Unlimited, Inc.
193 Business Park Drive, Ste. E
Ridgeland, MS

Attachment 3B-2
Highest Compensated Officers

Subaward Number:

GOMESA-2025-DU

Subrecipient:

Institution Name: Ducks Unlimited, Inc.

PI Name: Todd Merendino, Ph.D.

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name: Adam Putnam, Chief Executive Officer

Officer 1 Compensation: \$565,644.00

Officer 2 Name: E. Nichols Wiley, Chief Operating Officer

Officer 2 Compensation: \$493,184.00

Officer 3 Name: Karen Waldrop, Chief Conservation Officer

Officer 3 Compensation: \$358,440.00

Officer 4 Name: Daniel Thiel, Executive Secretary, DUI and WAT

Officer 4 Compensation: \$354,511.00

Officer 5 Name: Richard B. Smith, Chief Development Officer

Officer 5 Compensation: \$349,142.00

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

GOMESA-2025-DU

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- ☐ Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of the end of the month.
- ☒ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Administrative Contact.
- ☐ Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Administrative Contact. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☒ A Final technical/progress report will be submitted to the PTE's Administrative Contact within 60 days of the end of the Project Period or after termination of this award, whichever comes first.
- ☐ Technical/progress reports on the project as may be required by PTE's Administrative Contact in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Carryover is automatic**Other Reports:**

- ☐ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via designated portal and PTE's Administrative Contact within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required:

- ☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

B. Reporting Requirements. The Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by the County including, but not limited to, the GOMESA Reporting Requirements attached to this Agreement as Exhibit B. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:

GOMESA-2025-DU

Statement of Work

☐ Below ☒ Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

SUBRECIPIENT AGREEMENT FOR GULF OF MEXICO ENERGY SECURITY ACT

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied % Rate Type: Modified Total Direct Costs	Cost Sharing No If Yes, include Amount: \$
--	--

Budget Details

☐ Below ☐ Attached, pages

Budget Totals

Direct Costs \$ Indirect Costs \$ Total Costs \$

All amounts are in United States Dollars

ATTACHMENT 5**SUBRECIPIENT AGREEMENT FOR GULF OF MEXICO ENERGY SECURITY ACT**

This Subrecipient Agreement ("Agreement") is entered into by and between the County of Jefferson, Texas (the "County") and Ducks Unlimited (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties." The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the County by the U.S. Department of Interior ("Interior") pursuant to Sections 101-105 of the Gulf of Mexico Energy Security Act of 2006, Pub. L. No. 109-432 (Dec. 20, 2006), which authorized the Gulf of Mexico Energy Security Act ("GOMESA") to enable the Subrecipient to carry out specific eligible activities on behalf of the County; and

WHEREAS, the County has received GOMESA; and

WHEREAS, the County is authorized by GOMESA to disburse all or a portion of its GOMESA funds to Subrecipients, which carry out eligible uses on behalf of the County; and

WHEREAS, the Subrecipient has applied to the County for eligible use of GOMESA funds; and

WHEREAS, based on the Subrecipient's project information and request for GOMESA funds in the form attached hereto as **Exhibit A1-A6**, the County has determined that the Subrecipient's Project in **Exhibit A1-A6** is an eligible use of GOMESA funds; and

WHEREAS, the County has awarded the Subrecipient GOMESA funds, representing the Exhibit A1-A6 project cost (the "Award"), in the amount of \$2,960,000, subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the Subrecipient agree as follows:

1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS

- A. The County shall pay the Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application (the "Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the terms of this Agreement shall govern.
- B. The Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible under GOMESA and this Agreement.
- C. The Subrecipient may revise the scope of the Project with the approval from the Jefferson County Commissioners Court, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of GOMESA funds or constitute a change in the category of eligible use of GOMESA funds. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of GOMESA funds by the County unless Subrecipient makes a request to the County for additional funds. The Jefferson County Commissioners Court, in its sole discretion, may approve and authorize additional GOMESA funds for the Project. However, no such additional allocation is guaranteed.
- D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on September 30, 2029. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with GOMESA and this Agreement shall be deemed automatically extended until said audit and reporting is completed.

3. PAYMENTS

- A. *Reimbursement Payment.* The County shall pay the Award to Subrecipient on a reimbursement basis. The Subrecipient shall submit reimbursement requests to the County Auditor no later than 15 days after the end of each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include, where applicable for construction projects, certification by the Subrecipient's engineer that the amounts are eligible Project costs. The Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* The County, in its discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipients actual, immediate cash requirements in carrying out and completing the work of the Project.
- C. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the County Auditor.
- E. *Recoupment.* The Award is subject to recoupment by the County for the Subrecipient's failure to use the funds for the Project in strict accordance with GOMESA and this Agreement.

4. EXPENDITURE TIMING REQUIREMENTS AND REPORTING REQUIREMENTS

- A. *Timing Requirements.* Subrecipient may use Award funds to cover eligible costs incurred from October 1, 2025 to June 30, 2029,
- B. *Reporting Requirements.* The Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by the County including, but not limited to, the GOMESA Reporting Requirements attached to this Agreement as **Exhibit B**. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

In addition to the requirements set forth in GOMESA use of the Award may be subject to various other Federal, State, and Local laws. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

6. RETURN OF FUNDS; RECOUPMENT

The Subrecipient must return Award funds not expended by September 30, 2029.

If the County determines that the Subrecipient's use of the Award does not comply with GOMESA or this Agreement, the County shall provide the Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from Treasury or the County, the Subrecipient may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment or (2) written consent to the notice of recoupment.

If the Subrecipient has not submitted a reconsideration request, or if the County denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

7. FAILURE TO PERFORM

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency;
- B. or suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under GOMESA and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 8 below. The County may also consider performance under this Agreement when considering future awards.

8. TERMINATION

- A. *Termination for Cause.* The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
 - 1. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
 - 2. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
 - 3. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the Subrecipient of its intent to

terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have 30 calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within 30 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the Subrecipient are subject to recoupment by the County in accordance with GOMESA and this Agreement. Any costs resulting from obligations incurred by the Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

- B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.
- C. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

9. CLOSEOUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by the Subrecipient, the County will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. The Subrecipient shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with the Subrecipient are completed. Any unused Award funds in Subrecipient's possession or control shall be immediately returned to the County.

10. INDEMNIFICATION

Any Award funds which are determined by the County to be ineligible under GOMESA shall be subject to recoupment. To the greatest extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its appointed and elected officials, representatives and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

11. NOTICES

Any notices required to be given by the County or the Subrecipient shall be in writing and delivered to the following representatives for each party:

Jefferson County, Texas
Judge Jeff Branick – County Judge
1149 Pearl 4th Floor
Beaumont, TX 77701

Texas Gulf Coast – Ducks Unlimited
Todd Merendino, Ph.D. – Director of Conservation Program
915 Richmond Parkway
Richmond, TX 77469

jeff.branick@jeffcotx.us

www.ducks.org

12. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

13. FURTHER ASSURANCE

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline identified in Exhibit A. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

14. ASSIGNMENT

The Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

15. AMENDMENTS

This Agreement cannot be amended or modified except in writing, signed by both Parties.

16. VENUE AND CHOICE OF LAW

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Subrecipient agree that the proper venue for such action is Jefferson County, Texas. This Agreement shall be governed by the laws of the State of Texas, both as to interpretation and performance.

17. SEVERABILITY

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

18. INTEGRATED DOCUMENT

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

19. NO THIRD-PARTY BENEFICIARY

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third-party beneficiary under this agreement.

20. HEADINGS

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

21. AUTHORITY TO SIGN

The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

GOMESA REPORTING REQUIREMENTS

A. Applicable Statutes, Rules, and Guidance

The statutes, rules, and regulations set forth in the Agreement apply with respect to the reporting obligations set forth herein. All terms used herein have the definitions set forth in the Agreement or, if not specified in the Agreement, as set forth in GOMESA publications or as defined by the County. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance") and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide") apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

B. Important Concepts

Recipients, Subrecipients, Subawards, and Projects

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act, 31 CFR § 3. In this case and as set forth in the Agreement, the County is the recipient of GOMESA funds.

A "subrecipient" includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the GOMESA program.

A "subaward" is an award of GOMESA funds provided to a subrecipient by a recipient to carry out the GOMESA program.

"Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose or "new or existing eligible government services or investments funded in whole or in part by GOMESA funding."

Expenditure

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards define "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34. However, the definition does not clarify whether the "non-Federal entity" is the recipient or the subrecipient.

For purposes of this Agreement and the Subrecipient's reporting under this Agreement and Exhibit, the County will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

C. Required Information for Project and Expenditure Reports

The Subrecipient is required to provide the County with the necessary information on the Subrecipient's Project in a timely manner so that the County can comply with its subrecipient monitoring requirements. The Subrecipient shall provide necessary information to the County within 15 days of the end of each quarter.

Subrecipients **must be** registered in SAM.gov and must provide a Unique Entity Identifier (UEI) number and its Taxpayer Identification number (TIN), to the County in order to receive GOMESA funds.

EXHIBIT A1-A6

Ducks Unlimited / Jefferson County GOMESA Projects

1. Keith Lake Fish Pass Baffle (\$135,000)
 - a. Funding needed to procure engineering firm (Freese Nichol) for velocity analysis.
 - b. *DU has other funding in hand for DU staff time and USACE permitting.*
2. Needmore Ditch – (\$500,000)
 - a. Funding needed for DU staff time for preliminary project assessment.
 - b. Funding needed to procure a H@H analysis in concert with Jefferson County DD6.
 - c. Funding needed to procure a consultant to provide for partner meeting coordination with several state, federal, and local agencies.
3. McFaddin NWR – Regrading ditches and levees (\$1,500,000)
 - a. Funding needed for DU engineering / biological staff time for engineering.
 - b. Funding needed to procure consultant firm for USACE and regulatory permitting.
 - c. Funding needed to procure contractor to construct the repairs (note that funding for item C wouldn't be needed for at least 18 months).
4. J.D. Murphree Compartment 11 (\$125,000)
 - a. Funding needed to procure a geotechnical survey.
 - b. Funding needed to procure a submerged lands survey.
 - c. Funding needed to procure consultant firm for USACE / regulatory permitting.
 - d. *DU has other funding in hand for our engineering and biological staff time.*
5. McFaddin NWR (\$300,000)
 - a. Funding needed for DU engineering / biological staff time.
 - b. Funding to procure geotechnical assessment at each water control structure.
 - c. Funding needed to procuring consultant firm for USACE/ regulatory permitting.
6. Texas Point NWR – (\$400,000)
 - a. Funding needed for DU engineering / biological staff time.
 - b. Funding needed to procure water velocity analyses assessment in Texas Bayou.
 - c. Funding needed to procure a consultant to provide for partner meeting coordination with several state, federal, and local agencies.

Subaward Number:

GOMESA-2025-DU

Attachment 6

Notice of Award (NOA) and any additional documents

- ☒ The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- ☐ Not incorporating the NOA or any additional documentation to this Subaward.



INTERNAL CORRESPONDENCE

DUCKS UNLIMITED, INC. NATIONAL HEADQUARTERS

TO: Karen Waldrop, Ph.D., Chief Conservation Officer

FROM: Nina Dortch, Manager, Conservation Services DATE: September 30, 2025

SUBJECT: **NON-STANDARD CONTRACT
SIGNATURE ROUTING - CCO**

Project #: Multiple

Project Name: Various

Partner/Cooperator Name(s): Jeff County-GOMESA

Agreement Funding Details				
Party	Amount	Source	Secured	DU Funding Obligation ¹
DU				\$
Partner	\$2,960,000.00			
Total²	\$2,960,000.00			

Project Type:	Habitat Development
Geographic Area:	Jefferson County, TX
Reason for Non-Standard Designation by Legal:	>\$1m
Additional Comments:	

Reviewed and approved by:

Regional Office (Director Level): _____ Date: _____

NHQ/Legal³: _____ Date: _____

¹ DU Funding Obligation includes only those funds that originate from DU, including major gift and unrestricted dollars, or in-kind work. Agreements with a DU Funding Obligation in excess of \$1m shall be approved (but not necessarily signed) by the President of DU. Contracts that with a DU Funding Obligation in excess of \$5m shall be approved by the Board of Directors.

² If total agreement funding does not exceed \$1,000,000 and the Agreement is designated by Legal as a Standard Conservation Agreement, the Agreement may be signed by Regional Office Director of Operations. All other Conservation Agreements shall be signed by the CCO (or CAO, COO or CEO).

³ Preferably Paula Booker; if Legal, copy Paula Booker on final contract for tracking.



RE: FY 2026 SAVNS Grant Contract

Contract Number: C-02709

Grantee: Jefferson County

Amount: \$30,639.36

Executed: 10/3/2025 | 9:48 AM CDT

Term: September 1, 2025 – August 31, 2026

Budget Coding:

ORG	PCA	Agy Obj
B310000	11300	76125137

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-02709

This contract ("Grant Contract") is executed between the Office of the Attorney General (OAG) and Jefferson County (GRANTEE). The OAG and GRANTEE may be referred to in this Grant Contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSES OF THIS GRANT CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities"), including GRANTEE, the OAG makes Grant Funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor selected by the OAG to provide victim notification services.

The OAG entered into a contract with a single vendor to provide statewide automated victim notification services ("SAVNS Services"). The initial term of the OAG SAVNS Services Contract is from September 1, 2025, to August 31, 2026 ("Initial Term"). The SAVNS vendor selected by the OAG to provide victim notification services is SylogistGov, Inc. using their Integrated Victim Services Suite (IVSS) solution.

SECTION 2. TERM OF THIS GRANT CONTRACT

This Grant Contract shall begin on September 1, 2025, and shall terminate August 31, 2026, unless it is terminated earlier in accordance with another provision of this Grant Contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Participating Entity Services Agreement. GRANTEE shall execute a service agreement with the OAG's SAVNS vendor to provide services consistent with, and subject to the limitations contained in, the OAG SAVNS Services Contract and documents incorporated therein. Specifically, the Participating Entity Services Agreement attached hereto as Exhibit B shall be used by GRANTEE in entering into a contractual relationship with the OAG's SAVNS vendor. All Grant Funds provided under this Grant Contract shall be conditioned on the GRANTEE's use of the exemplar Participating Entity Services Agreement, as attached hereto, and in addition to any

requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Participating Entity Services Agreement, or to any executed Participating Entity Services Agreement between GRANTEE and the OAG's SAVNS vendor, except as specifically authorized within this Grant Contract in section 3.1.1 below, as otherwise separately authorized by the OAG in writing, or to accomplish an amendment, renewal, or extension made or otherwise exercised by GRANTEE pursuant to Section 1 therein. Notwithstanding the foregoing, GRANTEE is encouraged to negotiate and include additional terms and conditions individually tailored to meet the GRANTEE's unique needs related to the SAVNS program, only to the extent any such additional terms and conditions do not limit or otherwise conflict with the exemplar Participating Entity Services Agreement attached hereto as Exhibit B.

3.1.1 Executed Copy of Financial Participating Entity Services Agreement Required.

GRANTEE is hereby placed on immediate financial hold, consistent with section 9.2 of this Grant Contract, and will remain on financial hold until OAG receives an executed copy of the Participating Entity Services Agreement along with any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 2 therein in accordance with and as required by this section. To the extent the executed Participating Entity Services Agreement includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Services Agreement, attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Entity Services Agreement in accordance with and as required by this section and consistent with the exemplar Participating Entity Services Agreement attached here as Exhibit B.

3.2 GRANTEE Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate, and relevant to support the SAVNS Services; verify the OAG's SAVNS vendor's performance according to the Participating Entity Services Agreement; satisfactorily discharge GRANTEE's obligations as described in the Participating Entity Services Agreement; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Participating Entity Services Agreement.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor, and verify the performances required of the OAG's SAVNS vendor as provided in the Participating Entity Services Agreement as well as this Grant Contract. GRANTEE will execute a Participating Entity Services Agreement with the OAG's SAVNS vendor for the term of this Grant Contract. GRANTEE will verify that offender data (the jail and court data elements used by the SAVNS system) is entered accurately and on a timely basis in accordance with established business processes.

GRANTEE will allow on-site monitoring visits to be conducted by the OAG or the OAG's authorized representative(s).

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE, and the other Statewide Stakeholders in the overall monitoring, inspection, and verification of the OAG's SAVNS vendor's performances.

3.5 Scope of Services. For the purpose of this Grant Contract, the requirements, duties, and obligations contained in section 3 of this Grant Contract are collectively referred to as the "Scope of Services." As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

3.6 Special Conditions. The OAG may, in its sole discretion, impose additional requirements not specifically provided for in this Grant Contract based on a need for information, ("Special Conditions") on GRANTEE, without notice and without amending this Grant Contract. The OAG, at its sole discretion, may also supplement, amend, or adjust any Special Conditions imposed on GRANTEE. The imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2 of this Grant Contract, without further notice, until all Special Conditions are satisfied.

3.7 SylogistGov, Inc., Integrated Victim Services Suite (IVSS) Training. GRANTEE shall complete IVSS training via self-paced training materials to ensure jail and court staff can enter offender data when the automated data transfer connections are inoperable. GRANTEE will ensure staff are knowledgeable of the IVSS capabilities and seek assistance from the OAG SAVNS vendor or the OAG's Crime Victim Services Division, when required, to troubleshoot outages, audit data, or confirm reporting tools.

3.8 Integrated Victim Services Suite Enrollment. The OAG's SAVNS vendor uses the Integrated Victim Services Suite (IVSS) system as the database for victim notifications in Texas. GRANTEE must register applicable staff in the online notification system as elevated access persons using organizational email addresses. There must be at least one individual registered as an administrator and an Emergency Operations Person (EOP) to contact in case of outages or other issues. The EOP can be changed and/or updated by contacting the OAG SAVNS vendor or the OAG's Crime Victim Services Division.

3.9 IVSS Review and Monitoring. GRANTEE must review offender information in the IVSS system quarterly to ensure information in the system is accurate and current. If GRANTEE also has their district or county court enrolled in the SAVNS program, cases uploaded to IVSS must also be reviewed quarterly to verify that prohibited case information is not visible to registered victims. GRANTEE must work with the OAG SAVNS vendor to remove inaccurate or prohibited information in a timely manner after initial discovery. If requested by the OAG, GRANTEE must show documentation that the check has been conducted, and if issues were discovered, documentation of resolution of issues with the SAVNS vendor.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall provide to the OAG all applicable reports and forms as specified by the OAG. GRANTEE shall ensure that it provides each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and documents that GRANTEE is required to provide to the OAG shall be promptly sent. The OAG may require additional information from GRANTEE upon request.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official; or GRANTEE Contact. GRANTEE must submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing or authority under applicable law. Such notice must be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change; provided, however, that such notice concerning a new address or main telephone number must be provided at least thirty (30) calendar days in advance of any such change.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with legal authority to act on behalf of GRANTEE. To change the Grant Program contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures to ensure the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include, without limitation: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures; compliance with applicable federal and state laws and other applicable requirements; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any terms, provisions, or other requirements referenced in this Grant Contract shall not constitute a defense or basis for waiving or failing to comply with such terms, provisions, or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include, without limitation: budgets that adequately reflect all

functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5 Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules, regulations, or other applicable requirements. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.1.6 Texas Public Information Act. Information, documentation, and other material in connection with this Grant Contract or the underlying Grant Program may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Texas Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with the OAG, the State of Texas, or any other State agency pursuant to this Grant Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the OAG, the State of Texas, or any other State agency.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports to the extent requested by OAG, in a format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the OAG's SAVNS vendor, or the GRANTEE varies from the projected performance thereof as provided in the Maintenance Plan required by section 3.2 above. In addition to the written explanation, GRANTEE must promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its Designees.

GRANTEE shall submit service delivery reports required by this Grant Contract or self-evaluations of performance and other reports requested by the OAG in an appropriate format, and on a timely basis, and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its Designees.

4.2.4 “Problem Log.” GRANTEE shall establish a “Problem Log” that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem, and when the problem was resolved. GRANTEE shall provide the OAG with any and all Problem Logs at the OAG’s request.

4.3 Financial Matters

4.3.1 Grant Budget. With regard to the use of funds pursuant to this Grant Contract, GRANTEE will immediately review the budget for the State fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Requests for Reimbursement. OAG Grant Funds will be paid on a cost-reimbursement basis no more frequently than quarterly pursuant to the process below. The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the term of this Grant Contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination or expiration of this Grant Contract. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the OAG’s SAVNS vendor for services within the “Scope of Services” of this Grant Contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the OAG’s SAVNS vendor for services within the “Scope of Services” of this Grant Contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

a. GRANTEE shall submit a request for reimbursement to the OAG for the prior billing period by the twentieth day (20th) of the next month following the end of the billing period. The four quarters for each State fiscal year covered by the term of this Grant Contract end respectively on November 30, February 28, May 31, and August 31. The two biannual periods for each State fiscal year covered by the term of this Grant Contract end respectively on February 28 and August 31.

b. GRANTEE shall include a verification with its request for reimbursement stating that the GRANTEE received the services from the OAG’s SAVNS vendor during the preceding billing period and incurred the actual and allowable allocable costs for which GRANTEE seeks reimbursement.

c. If GRANTEE does not submit the required request for reimbursement and verification to the OAG within twenty (20) days of the next month following the end of any billing period, the OAG will determine what steps will be taken next, including placing the Grant Contract on financial hold or terminating the Grant Contract. If an OAG Grant Contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with OAG’s SAVNS vendor. The OAG will not be responsible for collection efforts on behalf of the OAG’s SAVNS vendor.

4.3.3 Limited Pre-Reimbursement Funding to GRANTEE. Notwithstanding section 4.3.2 above, the OAG, may, in its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

- a. A fully executed Participating Entity Services Agreement with the OAG's SAVNS vendor for the time period covered by this Grant Contract;
- b. An invoice from the OAG's SAVNS vendor which includes the dates covered under this Grant Contract;
- c. A completed OAG form "Verification of Continuing Production Record" which shall be provided by the OAG upon request;
- d. An invoice to the OAG that complies with the requirements of the OAG; and
- e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

4.3.4 Fiscal Year End Required Reports. GRANTEE must submit fiscal year-end required reports to the OAG on or before September 20 of each year covered by the term of this Grant Contract. The year-end reports shall include the following:

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior State fiscal year.
- b. **Equipment Inventory Report.** To the extent the purchase of equipment is authorized under this Grant Contract and GRANTEE purchases equipment with Grant Funds, GRANTEE will submit a report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with Grant Funds ("Equipment Inventory Report").

4.3.5 Annual Independent Financial Audit Report. GRANTEES that are required to undergo a Single Audit must complete and submit the Single Audit of the complete program and/or organization and management letter of the audit findings within nine (9) months of the end of the GRANTEE's fiscal year. The audit will meet Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR Part 200, and Texas Grant Management Standards (TxGMS) requirements. GRANTEES whose expenditures require the completion of a Single Audit, must submit a Single Audit to the OAG, an Annual Independent Financial Audit will not satisfy the audit requirement. GRANTEES that are required to undergo an Annual Independent Financial Audit by statute, regulation, or organizational policy must submit the Annual Financial Audit of the complete program and/or organization and management letter of the audit findings if requested by the OAG. GRANTEES who do not meet the expenditure threshold of the Single Audit and are not required by statute, regulation, or organizational policy to complete an Annual Audit, are not required to submit an Annual Audit to the OAG.

4.3.6 Close Out Invoice. GRANTEE must submit a final invoice no later than twenty (20) days

after the earlier of (1) the termination of this Grant Contract; or (2) the end of each State fiscal year covered by the term of this Grant Contract.

4.3.7 Refunds and Deductions. If the OAG determines that an overpayment of Grant Funds under this Grant Contract has occurred, such as payments made inadvertently, pre-reimbursement payments that were not expended, or payments made but later determined not to be actual and allowable allocable costs, then the OAG may seek a refund from GRANTEE and/or the OAG's SAVNS vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment from any amount owed as a reimbursement under this Grant Contract, or may require a payment directly from GRANTEE and/or the OAG's SAVNS vendor rather than offset and deduct any amount. GRANTEE and/or the OAG's SAVNS vendor must promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; and Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with Grant Funds. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request (in addition to the Equipment Inventory Report called for in section 4.3.4(b) above); however, as between the OAG and GRANTEE, title for equipment will remain with GRANTEE.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with Grant Funds under this Grant Contract to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to, the equipment purchased under this Grant Contract, it must use the proceeds to repair or replace said equipment.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG, and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

4.3.10 Debts and Delinquencies. GRANTEE agrees that any payments due under this Grant Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

4.4 Notification of Change in Jail Management System and/or Court Management System. GRANTEE shall submit written notice to the OAG of any change in the following: Jail Management System and/or Court Management System Vendor; Jail Management System and/or Court Management System software or version of software; or any change in the hardware supporting these systems (router, hard drive, etc.) that may impact the transference of data to the SAVNS Vendor. Such notice for change in management vendors or software shall be provided at

least sixty (60) days in advance of such change. Notice of change in hardware supporting the systems must occur as soon as possible after the issue occurred that caused the need for replacement but prior to replacement.

4.5 Compromising Matters

4.5.1 Reporting of Suspected Fraud, Waste, or Abuse to the OAG. GRANTEE must have a policy in place to prevent, detect, and remedy incidences of fraud, waste, or abuse and provide a copy of the policy to the OAG upon request. In the event of any actual, attempted, or suspected fraud, waste, or abuse of Grant Funds the GRANTEE discovers, the GRANTEE shall notify the OAG within five (5) business days of discovery.

For purposes of this Grant Contract: (i) fraud includes, without limitation, the deliberate misuse or misapplication of Grant Funds; (ii) waste includes, without limitation, the extravagant, careless, or needless expenditure of Grant Funds; and (iii) abuse includes, without limitation, the misuse of one's title, position, or authority to obtain a personal benefit or to attempt to damage another individual. GRANTEE understands that the failure to notify the OAG within the required timeframe of actual, attempted, or suspected fraud, waste, or abuse may result in the termination of this Grant Contract. GRANTEE also agrees to report any actual, attempted, or suspected fraud, waste, or abuse of Grant Funds to the State Auditor's Office pursuant to section 7.5 of this Grant Contract.

4.5.2 Reporting of Phishing, Hacking, or Compromised Computer Systems. GRANTEE agrees to notify the OAG of any Phishing, Hacking, or any other related activity that resulted in loss of funds, or compromised banking information, within five (5) business days of discovery. Failure to report in the required timeframe may result in termination of this Grant Contract.

4.5.3 Reporting of Data Security Incidents. GRANTEE agrees to notify the OAG of any data security incident that has or may impact GRANTEE's ability to complete the services and deliverables, or otherwise fully perform its responsibilities under this Grant Contract within five (5) business days of discovery. Failure to report in the required timeframe may result in termination of this Grant Contract.

For purposes of this Grant Contract, a data security incident is an event or action that could or does jeopardize the confidentiality, integrity, or availability of information relevant to GRANTEE's participation in the Grant Program.

4.5.4 Conduct Unbecoming. GRANTEE warrants that during the term of this Grant Contract, and in relation to GRANTEE's participation in the Grant Program, neither GRANTEE nor GRANTEE's agents will take any act or make any representation that would constitute an actual or potential conflict of interest with the OAG, reasonably create the appearance of impropriety, bring discredit to the OAG, or be against the interest of the State of Texas. GRANTEE acknowledges that violation of this section may result in termination of this Grant Contract. GRANTEE agrees that exhibiting a lack of good character (for example, without limitation,

dishonesty, falsifying records, theft, fraud, abuse of authority, malfeasance, or failure to report unethical or illegal behavior) is prejudicial to the proper use of public funds. GRANTEE certifies that GRANTEE and GRANTEE's agents will perform the duties called for by this Grant Contract in a professional manner, and with the highest degree of integrity, consistent with the purposes of the Grant Program.

4.5.5 Criminal or Civil Indictment, Charges, or Convictions. GRANTEE warrants that neither its principals, agents, nor any other individual involved with the daily operations or oversight of GRANTEE and/or the Grant Funds or services provided under the Grant Program are (a) presently under indictment or otherwise criminally or civilly charged by any governmental entity (federal, state, local, or international) for crimes or offenses related to fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, perjury or making other criminally or civilly liable false statements, receiving stolen property, deceptive trade practices, antitrust violations, data security or privacy violations, or any crime or violation of any kind whatsoever in connection with obtaining, attempting to obtain, or performing a publicly funded transaction or contract (whether by grant, appropriation, or any other funding source at any level of federal, state, or local government), or (b) have been convicted, indicted, or charged with any such offenses, crimes, or violations within the three (3) calendar years preceding the effective date of this Grant Contract. GRANTEE represents and warrants that it will notify the OAG in writing within five (5) business days of any changes to the representations or warranties in this section and understands that failure to so timely update the OAG would be a material breach of this Grant Contract and grounds for termination. Pursuant to sections 4.3.7 and 9.2 of this Grant Contract, any Grant Funds that GRANTEE obtained improperly must be refunded to the OAG (or may be offset by the OAG in its sole discretion), and the OAG may place GRANTEE on a financial hold pending review of any change in circumstances under this section.

SECTION 5. OBLIGATIONS OF THE OAG

5.1 Monitoring. The OAG will monitor GRANTEE to ensure the effective and efficient use of Grant Funds to accomplish the purposes of this Grant Contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this Grant Contract executed between the OAG and GRANTEE.

5.3 Payment of Authorized Costs. The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this Grant Contract up to the maximum liability set forth in Exhibit A. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than ten percent (10%) of the annual budget, and/or adding new line items to any awarded budget category.

Notwithstanding the foregoing, should GRANTEE wish to alter the scope of the grant or change the goals of the grant by adding or eliminating goals which were included in the GRANTEE's final "Scope of Services" included in section 3 above, such alteration or change may only be achieved by a written, duly executed amendment to this Grant Contract.

5.4 Contract Not Entitlement or Right. Reimbursement with Grant Funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions, and provisions of this Grant Contract. The OAG and GRANTEE agree that any act, action, or representation by either Party, including their agents or employees, that purports to increase the maximum liability of the OAG is void, unless a written amendment to this Grant Contract is first executed. GRANTEE agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this Grant Contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this Grant Contract is subject to the actual receipt by the OAG of Grant Funds (state and/or federal) awarded and/or appropriated to the OAG. GRANTEE agrees that, for the purpose of this Grant Contract, the Grant Funds, if any, received from the OAG are limited by the term of each State fiscal biennium and by specific appropriation authority to, and the spending authority of, the OAG. **GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not awarded or appropriated the Grant Funds, or if the OAG does not receive the awarded or appropriated funds for this Grant Program, or if the funds awarded or appropriated to the OAG for this Grant Program are required to be reallocated to fund other State programs or purposes, the OAG is not liable to pay GRANTEE any remaining balance on this Grant Contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, in its sole discretion, terminate this Grant Contract, without recourse, liability, or penalty, upon providing written notice to the other Party at least thirty (30) calendar days before the effective date of such termination.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions, and provisions of this Grant Contract, or if the OAG receives financial reporting which indicates high financial risk, the OAG may, upon written notice to GRANTEE, immediately terminate all or any part of this Grant Contract.

6.2.1 Termination for Failure to Maintain Financial Viability. The OAG may terminate this Grant Contract if, in its sole discretion, the OAG has a good faith belief that GRANTEE no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities, under this Grant Contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy and is in addition to any other rights and remedies provided in equity,

by law, or under this Grant Contract.

Termination, for any reason, or expiration, of this Grant Contract shall not release the Parties from any liability or obligation set forth in this Grant Contract that is expressly stated to survive any such termination or expiration, or by its nature would be intended to be applicable following any such termination or expiration. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Grant Contract: Sections 4 (Obligations of GRANTEE), 5 (Obligations of the OAG), 7 (Audit Rights; Records Retention), 11 (Special Terms and Conditions), and 12 (Construction of Grant Contract and Amendments).

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this Grant Contract is accomplished, then the OAG may require the GRANTEE and/or the OAG's SAVNS vendor to refund all or some of the Grant Funds paid under this Grant Contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this Grant Contract.

6.5 Notices to OAG's SAVNS vendor. Any termination of this Grant Contract will also be forwarded by the terminating Party to the OAG's SAVNS vendor.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this Grant Contract. GRANTEE shall also maintain any records deemed necessary by the OAG, the OAG's auditor, the State Auditor's Office, or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Grant Contract.

7.2 Records Retention. GRANTEE shall maintain and retain records for a period of seven (7) years after this Grant Contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this Grant Contract or documents are resolved. The records include, but may not be limited to, the Grant Contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under this Grant Contract, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered. The OAG may, in its discretion, direct GRANTEE to retain documents for a longer period of time or transfer certain records to the OAG's custody when it is determined the records possess longer term retention value. GRANTEE must include the substance of this clause in all subcontracts related to the Grant Program.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability

for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit, verify contractually required performances, and establish individual accountability for any action that could potentially cause the generation or modification of, or access to, confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to, and make available, all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its Designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or through a subcontract under this Grant Contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this Grant Contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.

7.5 State Auditor. In addition to, and without limitation on, the other audit provisions of this Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office ("SAO") may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the SAO, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information it considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the SAO in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The SAO shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the SAO.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to the OAG or its Designees, on GRANTEE's premises (or if the

audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, and office-related equipment and duplicating services as the OAG or its Designees may reasonably require to perform the audits described in this Grant Contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate the proper methods for the delivery of information to the OAG by GRANTEE. The OAG generally requires submission of information via email. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this Grant Contract including, without limitation, semi-annual statistical reports, annual performance reports, financial status reports, requests for reimbursement, Annual Compiled Financial Statement Report, and any other reports, notices, or information must be submitted in the manner directed by the OAG. The manner of delivery may be subject to change during the term of this Grant Contract, in the sole discretion of the OAG.

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this Grant Contract, the OAG, in its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase in monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce this Grant Contract amount; and/or terminate this Grant Contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines are in the best interest of the State of Texas.

9.2 Financial Hold. The OAG may, in its sole discretion, place GRANTEE on a financial hold, immediately and without first requiring a corrective action plan, in the event of any of the following circumstances: failure to comply with submission deadlines for required reports, invoices, or other requested information, indicators of financial risk; conflict(s) or suspected conflict(s) of interest; a change in the circumstances detailed in sections 4.5.4 or 4.5.5 of this Grant Contract; or potential or actual fraud, waste, and abuse. No reimbursements will be processed until all information requested by the OAG is submitted and approved by the OAG. If GRANTEE is placed on financial hold, the OAG, in its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to any financial hold, the OAG, in its sole discretion and with no obligation to require a corrective action plan first, may impose sanctions, including, without

limitation, one or more of the following: withholding or suspending funding; offsetting previous reimbursements; requiring repayment; disallowing claims for reimbursement; reducing funding; terminating this Grant Contract; and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, GRANTEE remains responsible for complying with this Grant Contract's terms and conditions. Corrective action plans, financial holds, and/or sanctions do not excuse or operate as a waiver of any prior failure to comply with this Grant Contract. GRANTEE is charged with full knowledge of all terms, conditions, and other requirements of this Grant Contract and all documents incorporated herein, and ignorance of any terms, conditions, or other requirements referenced in this Grant Contract and all documents incorporated herein shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules, regulations, directives, guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this Grant Contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement controls.

10.2 Uniform Grant Management Act, TxGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies including Texas Government Code, Chapter 783, and the Texas Grant Management Standards (TxGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with TxGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE. GRANTEE shall also follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Contract.

10.4 Dealings with Public Servants; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic

opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. Further, GRANTEE represents and warrants that in the administration of the Grant Funds, it will comply with all conflict of interest prohibitions and disclosure requirements required by any applicable laws, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of this Grant Contract or GRANTEE's participation in the Grant Program, GRANTEE shall promptly notify the OAG. GRANTEE will establish safeguards to prohibit its principals, employees, and other agents from using their positions for a purpose that constitutes or presents the appearance of, a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract or other change in circumstances relevant to this section 10.4.

10.5 Does Not Boycott Israel. To the extent required by Texas Government Code Section 2271.002, GRANTEE represents and warrants, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this Grant Contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee (if allowable). For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Section 808.001(1).

10.6 Law Enforcement Funding. To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01, of the General Appropriations Act for the term covered by this Grant Contract, funds may only be expended under this Grant Contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law Enforcement has certified that GRANTEE is in the process of achieving compliance.

10.7 Restriction on Abortion Funding. GRANTEE acknowledges that, under article IX, section 6.24, of the General Appropriations Act for the term covered by this Grant Contract, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

10.8 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits, and authorizations necessary to perform the responsibilities of this Grant Contract and currently is, and will remain, in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas

Comptroller of Public Accounts, and federal governmental bodies related to GRANTEE's right to operate and/or conduct business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinances or state or federal laws.

10.9 Restriction on Immigration Services. GRANTEE shall not use any Grant Funds for the provision of assistance with immigration related services (including, without limitation, any time spent by employees that is invoiced to the OAG for reimbursement under this Grant Contract). GRANTEE represents and warrants that the OAG's payments to GRANTEE and GRANTEE's receipt of Grant Funds under this Grant Contract, or other awarded or appropriated funds related to the Grant Program, shall not be used for immigration related services. Failure to comply with this section 10.9 would be a material breach of this Grant Contract and grounds for termination. Pursuant to section 4.3.7 of this Grant Contract, any Grant Funds that GRANTEE obtained improperly must be refunded to the OAG (or may be offset by the OAG in its sole discretion).

10.10 No Agency Status Between the Parties. Neither GRANTEE nor GRANTEE's employees are agent(s) or representative(s) of the OAG or the Attorney General of Texas by virtue of this Grant Contract. The OAG and its employees are not agents of GRANTEE, and will not act on behalf of GRANTEE, pursuant to this Grant Contract. As such, neither GRANTEE nor the OAG will represent itself or its employees as an agent of the other Party to its employees or to third parties. All persons furnished, used, retained, or hired by or on behalf of GRANTEE or, if applicable, any of GRANTEE's contractors/subcontractors shall be considered solely the employees or agents of GRANTEE or GRANTEE's contractors/subcontractors. GRANTEE is not a partner of, or part of any joint venture, or joint enterprise with, the OAG or the State of Texas by virtue of this Grant Contract or their performance hereunder

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Indemnification.

GRANTEE and/or its contractors or subcontractors, as applicable, are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, without limitation, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. TO THE EXTENT PERMISSIBLE UNDER THE TEXAS CONSTITUTION AND LAWS PROMULGATED THEREUNDER, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OAG AND THE STATE OF TEXAS, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE

EXECUTION OR PERFORMANCE OF THIS GRANT CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THIS GRANT CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OAG. THE OAG AND GRANTEE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG or the Attorney General of the State of Texas, directly or indirectly, nor may GRANTEE authorize anyone else to do so, in any media release, social media posting, public service announcement, or public service disclosure relating to this Grant Contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act (Texas Government Code Chapters 551 and 552, respectively).

11.3 Intellectual Property. GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed or produced, wholly or partially, out of funds obtained under this Grant Contract, subject to a royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. GRANTEE hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any are authorized by the OAG) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this Grant Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, GRANTEE shall promptly bring such refusal to the attention of the OAG Program Manager for this Grant Contract and not proceed with the agreement in question without further authorization from the OAG Grants Administration Division.

11.4 Program Income. Gross income directly generated from Grant Funds through a project or activity performed under this Grant Contract is considered "Program Income." Unless otherwise required under the terms of this Grant Contract, any Program Income shall be used by GRANTEE to further the program objectives of the project or activity funded by this Grant Contract, and the Program Income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report Program Income in accordance with the OAG's reporting instructions. GRANTEE must expend Program Income during the Contract Term, and any Program Income not expended during the Contract Term must be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this Grant Contract to replace or substitute existing funding from other sources that also support the activities that are the subject of this Grant Contract.

11.6 No Solicitation or Receipt of Funds on Behalf of the OAG. It is expressly agreed that any solicitation for, or receipt of, funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for, or receipt of, funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG; and GRANTEE's Oversight Responsibilities. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this Grant Contract without the prior written approval of the OAG. The OAG shall maintain complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this Grant Contract, and the OAG may withhold its approval for any reason or no reason. Any attempted subcontracting, assignment, or delegation in violation of this provision will be void and without effect.

In the event the OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Grant Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Contract and that the OAG shall not be liable in any manner to GRANTEE's contractor(s)/subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that its contractor(s)/subcontractor(s) perform in accordance with the terms, conditions, and specifications of their contracts, subcontracts, or purchase orders.

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this Grant Contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties expressly agree that no provision of this Grant Contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Grant Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the OAG.

GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue of the suit, action or proceeding is improper.

11.11 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this Grant Contract who will be working on any matter covered by this Grant Contract.

11.12 No Use of Grant Money for Lobbying. GRANTEE shall not use any Grant Funds provided by the OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office. GRANTEE represents and warrants that the OAG'S payments to GRANTEE and GRANTEE'S receipt of appropriated or other funds under this Grant Contract or Grant Program are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

11.13 Dispute Resolution Process. The dispute resolution process provided for in Chapter 2009 of the Texas Government Code shall be used to resolve any dispute arising under this Grant Contract including specifically any alleged breach of this Grant Contract by the OAG.

11.14 Child Support Obligation Affirmation. Under Section 231.006 of the Texas Family Code, GRANTEE certifies that it is not ineligible to receive the specified Grant Funds and hereby acknowledges that this Grant Contract may be terminated and payment withheld if this certification is inaccurate. GRANTEE represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) of the business entity submitting the bid or application."

11.15 Excluded Parties. GRANTEE certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

11.16 Executive Head of a State Agency Affirmation. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a State agency, GRANTEE certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four (4) years before the date of this Grant Contract was the executive head of the OAG, or (3) a person who employs a current or former executive head of the OAG.

11.17 Political Polling Prohibition. GRANTEE represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by,

any entity which performs political polling.

11.18 Financial Participation Prohibited Affirmation. Under Section 2155.004(b) of the Texas Government Code, GRANTEE certifies that the individual or business entity named in this Grant Contract is not ineligible to receive the specified contract or Grant Funds and acknowledges that the contract may be terminated and all payments withheld if this certification is inaccurate.

11.19 Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this Grant Contract is not ineligible to receive this Grant Contract or Grant Funds and acknowledges that this Grant Contract may be terminated and all payments withheld if this certification is inaccurate.

11.20 Cybersecurity Training Program. All GRANTEES must complete a cybersecurity training. If GRANTEE is a local unit of government, GRANTEE represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If the GRANTEE has access to any State computer system or database, GRANTEE shall complete cybersecurity training and verify completion of the training program to the OAG pursuant to and in accordance with Section 2054.5192 of the Texas Government Code.

11.21 Debarment and Suspension. GRANTEE certifies that it and its principals are not suspended or debarred from doing business with the State or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

11.22 Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations. GRANTEE represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

11.23 Legal Authority. GRANTEE represents that it possesses legal authority to enter into this Grant Contract. A resolution, motion, or similar action has been duly adopted or passed as an official act of the GRANTEE'S governing body, authorizing the execution of this Grant Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of GRANTEE to act in connection with the Grant Contract and to provide such additional information as may be required.

11.24 Limitations on Grants to Units of Local Government. GRANTEE acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- a. Parts 2 and 3 of the Texas General Appropriations Act, article IX, except there is no requirement for increased salaries for local government employees;
- b. Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- c. Sections 2113.012 and 2113.101 of the Texas Government Code

11.25 Open Meetings. If the GRANTEE is a governmental entity, GRANTEE represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

11.26 Public Camping Ban. GRANTEE certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code Section 364.003. If GRANTEE is currently being sued under the provisions of Local Government Code Section 364.003, or is sued under that Section at any point during the duration of this Grant Contract, GRANTEE must immediately disclose the lawsuit and its current posture to the OAG.

11.27 Disaster Recovery Plan. Upon request of OAG, GRANTEE shall provide the descriptions of its business continuity and disaster recovery plans.

11.28 Discrimination Prohibited. To the extent applicable, in accordance with Section 2105.004 of the Texas Government Code, GRANTEE represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

11.29 Force Majeure. Neither GRANTEE nor the OAG shall be liable to the other for any delay in, or failure of performance of, any requirement included in this Grant Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, epidemics or pandemics, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

11.30 Executive Order GA-55 Prohibiting All Forms of Race Discrimination. GRANTEE certifies that it will comply with the color-blind guarantee of both the Texas and United States Constitutions by ensuring, without limitation, that all GRANTEE rules, policies, employment practices, communications, curricula, services provided, use of Grant Funds, participation in the Grant Program, and any other organizational actions, treat people equally, regardless of race.

11.31 Former Agency Employees. GRANTEE represents and warrants that none of its employees including, but not limited to, those authorized to provide services under this Grant

Contract, were former employees of the OAG during the twelve (12) month period immediately prior to the date of execution of this Grant Contract.

11.32 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. In accepting Grant Funds, the GRANTEE:

- a. represents and warrants that GRANTEE neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described herein; and
- b. certifies that if GRANTEE discovers or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to the OAG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so OAG.

11.33 Disclosure of Prior State Employment. In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, GRANTEE certifies that it does not employ an individual who has been employed by the OAG or another agency at any time during the two (2) years preceding the submission of the Grant Application or, in the alternative, GRANTEE has disclosed in its Grant Application the following: (i) the nature of the previous employment with the OAG or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

SECTION 12. CONSTRUCTION OF GRANT CONTRACT AND AMENDMENTS

12.1 Construction of the Grant Contract. The provisions of section 1 above are intended to be a general introduction to this Grant Contract. To the extent the terms and conditions of this Grant Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Contract.

12.2 Entire Agreement, including All Exhibits, and Order of Precedence. This Grant Contract, including all exhibits (if any) and documents incorporated by reference, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits (if any) and documents incorporated by reference. In the event of a conflict between the provisions of this Grant Contract document and any Exhibits, or other documents incorporated herein by reference, the following order of precedence applies: (1) the OAG SAVNS Services Contract; (2) Exhibit B, Participating Entity Services Agreement (Service Agreement);

(3) this Grant Contract and Exhibit A.

12.3 Amendment. This Grant Contract shall not be modified or amended except in writing, signed by authorized representatives of both Parties. Any properly executed amendment of this Grant Contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Severability and Partial Invalidity. If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. It is the intent and agreement of the Parties to this Grant Contract that the resulting Grant Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal, and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Contract will continue in full force and effect.

12.5 No Implied Waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Grant Contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Grant Contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are executing and performing this Grant Contract only in their official capacities.

12.7 Signature Authority. The undersigned Parties represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective Parties.

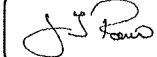
12.8 False Statements. GRANTEE agrees and acknowledges that if GRANTEE signs the Grant Contract with a false statement or it is subsequently determined that GRANTEE has violated any of the representations, warranties, guarantees, certifications, or affirmations included in this Grant Contract, or any documents submitted in connection with this Grant Contract, then GRANTEE will have breached this Grant Contract and the OAG may exercise any of its rights associated with such circumstances including, without limitation, termination of this Grant Contract for cause.

IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS GRANT CONTRACT.

**OFFICE OF THE ATTORNEY
GENERAL**

Jefferson County

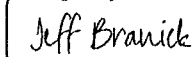
DocuSigned by:



F33DA093DEBC4E9...

Printed Name: Josh Reno
Office of the Attorney General

Signed by:



0D8A8AC934DC456...

Printed Name: Jeff Branick
Authorized Official

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-02709

EXHIBIT A

Population Size: 253,241 Pricing Tier: 5

The total liability of the OAG for any type of liability, directly or indirectly, arising out of this Grant Contract and in consideration of GRANTEE'S full, satisfactory, and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this Grant Contract or arising out of any performance herein shall not exceed the following:

Annual Cost for Jail	Annual Cost for District Court	Annual Cost for County Court	MAXIMUM REIMBURSABLE COSTS
\$24,445.41	\$6,193.95		\$30,639.36

The annual costs listed above will be billed by the Vendor on a quarterly basis pursuant to the terms of Participating Entity Service Agreement (Exhibit B). The OAG is not obligated to pay for services prior to the commencement or after the termination of this Grant Contract.

EXHIBIT B
PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE STATEWIDE
AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)

CONTRACT NUMBER: 52025-SYZ- [County/Entity Name]

The Office of the Attorney General (OAG) is the Texas State agency tasked with providing a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, Community Supervision Departments, courts, clerks, district attorneys, county attorneys, and others that are participating in the SAVNS (“Participating Entities”). The OAG conducted a competitive solicitation and contracted with SylogistGov, Inc. as the statewide vendor to provide SAVNS to each of the Participating Entities.

[Insert County]

This Agreement is entered into by and between the _____ (“Named Entity”), and SylogistGov, Inc. (“Contractor”), (collectively, “the Parties”).

1. Purpose of the Agreement.

This Participating Entities Services Agreement (“Agreement”) is issued in order for Contractor to provide all of the SAVNS services to (“Named Entity”) as described in the Contract Documents referenced in Section 5 of this Agreement which are fully incorporated herein by reference.

2. Contract Term.

This Agreement shall be effective upon execution and the subscription term for the SAVNS solution shall begin on May 1, 2025 when modification and access to the Integrated Victim Services System (IVSS) is initiated. The agreement shall end on August 31, 2026. The Agreement may be renewed for two (2) optional, two (2) year renewal terms, only to the extent the OAG Contract No. C-02213 for SAVNS remains in effect and is renewed. Any such renewals shall be subject to the requirements of this Agreement and all of the Contract Documents referenced in Section 5 of this Agreement. For clarity, all of the terms regarding Termination shall apply to this Agreement as set out in the OAG Contract No. C-02213 for SAVNS referenced in Section 5 of this Agreement and incorporated herein, and the Named Entity/Participating Entity has all of the same requirements, rights, and remedies as the OAG as set out in the Termination sections of that Contract.

3. Compensation and Invoicing.

The Parties stipulate and agree that the total amount to be paid to Contractor in consideration of full and satisfactory performance of all Contractor’s duties, services, and obligations as set forth in this Agreement shall be billed on a recurring bi-annual basis, in accordance with Form B – SAVNS Pricing, and not to exceed the bi-annual fee per calendar year, in accordance with the Contract Documents referenced in Section 5 of this Agreement which are incorporated herein. The SAVNS services shall be performed for the bi-annual fee, which will be billed and invoiced in accordance with Form B – SAVNS Pricing and pursuant to the terms of this Agreement.

Invoices will contain all pertinent information such as this Agreement's contract number, the dates of services rendered, and outages or performance issues, if any, all in accordance with the Contract Documents referenced in Section 5 of this Agreement.

4. Appropriated Funds.

Payments are subject to the availability of appropriated funds. Whereas OAG provides grant funds to the Participating Entities as a reimbursement of the bi-annual fees due hereunder, Contractor acknowledges and agrees that payments for Participating Entity Services provided are contingent upon OAG's receipt of funds appropriated by the Texas Legislature.

5. Contract Documents and Order of Precedence.

This Agreement consists of the following documents in order of precedence:

- a. This Agreement;
- b. OAG Contract C-02213 for SAVNS;
- c. SAVNS RFP dated February 14, 2025; and
- d. Contractor's response to SAVNS RFP dated March, 7 2025.

Each of the above-referenced documents, together with all their attachments and supporting documents, are hereby incorporated into this Agreement by reference.

6. Entire Agreement.

The Parties acknowledge that this Agreement constitutes the entire understanding between them with respect to the SAVNS. No other agreements or understandings, whether written or oral, that are not contained in this Agreement and its supporting Contract Documents shall be binding or valid.

[County/Entity Name]

SylogistGov, Inc.

Name & Title

Nathan Branscome
Senior Director VSS

Date

Date



Certificate Of Completion

Envelope Id: 96329842-E8C0-45D8-A30C-D602A3FC8956

Status: Completed

Subject: Please DocuSign SAVNS Award Contract

Template ID:

Template ID Usage Tracking:

Division Designed Templates:

Template ID Usage Tracking - List 2:

Division Designed Templates - List 2:

Source Envelope:

Document Pages: 29

Signatures: 2

Envelope Originator:

Certificate Pages: 7

Initials: 0

Sarah Cook

AutoNav: Enabled

PO Box 12548

Envelope Stamping: Disabled

Austin, TX 78711-2548

Time Zone: (UTC-06:00) Central Time (US & Canada)

Sarah.Cook@oag.texas.gov

IP Address: 75.27.137.97

Record Tracking

Status: Original

9/5/2025 5:18:44 PM

Holder: Sarah Cook

Sarah.Cook@oag.texas.gov

Location: DocuSign

Signer Events

Jeff Branick

fred.jackson@jeffcotx.us

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

0D8A8AC934DC456...

Signature Adoption: Pre-selected Style

Using IP Address: 67.204.4.26

Timestamp

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Viewed: 9/8/2025 9:09:01 AM

Signed: 9/16/2025 11:57:43 AM

Electronic Record and Signature Disclosure:

Accepted: 9/8/2025 9:09:01 AM

ID: eae44389-f591-4caf-b947-2d417e3faf2b

James Bracken

James.Bracken@oag.texas.gov

Deputy Chief

Signing Group: Grants Administration Division Chief

Security Level: Email, Account Authentication
(None), Login with SSO

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Completed

Using IP Address: 74.194.137.62

Sent: 9/16/2025 11:57:46 AM

Viewed: 9/18/2025 3:25:16 PM

Signed: 9/18/2025 3:25:32 PM

Lane M. Brown

Lane.Brown@oag.texas.gov

Chief, Crime Victim Services

Office of the Attorney General of Texas - Executive
Project Management Office

Signing Group: Crime Victim Services - Director

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Completed

Using IP Address: 166.137.115.41

Signed using mobile

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Viewed: 9/18/2025 7:37:03 PM

Signed: 9/18/2025 7:37:28 PM

Anastasia Broadfoot

anastasia.broadfoot@oag.texas.gov

Signing Group: GCD Attorneys

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Completed

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Viewed: 9/19/2025 9:04:46 AM

Signed: 9/19/2025 9:05:04 AM

Signer Events

Summer Puentes
 Summer.Puentes@oag.texas.gov
 Signing Group: Budget Analysts (Non-CS)
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signature**Completed**

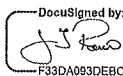
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Timestamp

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 Viewed: 9/19/2025 11:29:47 AM
 Signed: 9/19/2025 11:29:50 AM

Josh Reno
 Josh.Reno@oag.texas.gov
 Deputy Attorney General for Criminal Justice
 Office of the Attorney General of Texas
 Signing Group: Deputy Attorney General for Criminal
 Justice
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

DocuSigned by:

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Signature Adoption: Pre-selected Style
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 Signed: 10/3/2025 9:48:49 AM

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Accounting - DocuSign Contracts
 ACC_DocuSign_Contracts@oag.texas.gov
 Victoria Ojeda
 Victoria.Ojeda@oag.texas.gov
 Signing Group: Accounting - DocuSign Contracts
 Inbox
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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Sent: 10/3/2025 9:48:53 AM

General Counsel Division - Contracts
 GCDContracts@oag.texas.gov
 GCD Contracts
 Office of the Attorney General
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 2/14/2024 9:28:00 AM
 ID: eecf43d8-1763-44c6-85c7-b376774aebfc

COPIED

Sent: 10/3/2025 9:48:55 AM

GAD Contract Box
 gadcontracts@oag.texas.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 10/3/2025 9:48:57 AM

Witness Events**Signature****Timestamp**

Notary Events**Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Certified Delivered	Security Checked	10/3/2025 9:48:41 AM
Signing Complete	Security Checked	10/3/2025 9:48:49 AM
Completed	Security Checked	10/3/2025 9:48:57 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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From time to time, Office of the Attorney General (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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The Public Information Act, chapter 552 of the Texas Government Code, applies to all information we send and receive. The Public Information Act protects information from public disclosure if it is confidential by any law or rule. If we receive a written request for information, the Public Information Act requires us to publicly disclose requested information that is not confidential by law or rule or otherwise excepted from public disclosure. If you receive any information from us in error, you are not authorized to read, print, retain, copy, or disseminate the information. Any information you receive in error may be confidential information that cannot be disclosed without violating the criminal provisions of the Public Information Act or Texas Penal Code section 39.06. If you receive information in error, please immediately send an e-mail to servicedesk@oag.texas.gov to notify us of the error and delete all copies of the information you received.

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At any time, you may request from us a paper copy of any record we provided or made available electronically to you through the DocuSign system. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Office of the Attorney General

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: servicedesk@oag.texas.gov

To advise Office of the Attorney General of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at servicedesk@oag.texas.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To request delivery from us of paper copies of the notices and disclosures we previously provided to you electronically, you must send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Office of the Attorney General

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

Required hardware and software

Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: https://docucdn-a.akamaihd.net . DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Office of the Attorney General as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to me by Office of the Attorney General during the course of my relationship with you.



CHAMBERS OF
JUDGE JOHN B. STEVENS, JR.
CRIMINAL DISTRICT COURT
JEFFERSON COUNTY COURTHOUSE

October 7, 2025

Fran Lee
Auditor – Jefferson County

RE: Funds for Criminal District Court file folders

Greetings;

Due to the District Court office no longer purchasing file folders for newly indicted felony Criminal cases, the Criminal District Court and the Drug Impact court will need to purchase them for use in our respective courts. The quote from Coastal Business Forms for 1500 file folders is for \$5,775.00.

Since we were unaware of the cost of the files, we need to reallocate funds from our office supplies accounts (\$1,000.00 each) with the remainder needing to be a budget amendment for \$3,775.00 from the contingency fund.

Thank you for your prompt attention to this most important request.

Sincerely,

John Stevens, Presiding Judge

120-2055-412-3078 Court Master Office Supplies	\$1000.00
--	-----------

120-2032-412-3078 Criminal District Court	\$1000.00
---	-----------

To be requested as a Budget Amendment from Commissioner's court:

120-999-415-9999 Contingency	\$3,775.00
------------------------------	------------

Total for 1500 files: \$5,775.00

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET TRANSFER
DATE: OCTOBER 7, 2025

The following FY 2025 budget transfer for is necessary for JP Pct 7 – add cost for fringes.

120-2048-412-2001	FICA	\$900
120-2048-412-2002	Employer Retirement	\$400
120-2048-412-1002	Assistants & Clerks	\$1,300



Outlook

ATLIS SFY25 Third IGT - Jefferson LPPF

From Caroline Simpson <caroline@ahcv.com>

Date Tue 10/7/2025 12:12 PM

To Fran Lee <Fran.Lee@jeffersoncountytx.gov>; Rebekah Patin <Rebekah.Patin@jeffersoncountytx.gov>

Cc Kimberly Lam <Kimberly@ahcv.com>; Justin Flores <justin@ahcv.com>; Colt Sullivan <colt@ahcv.com>; Sherra Mershon <smershon@ahcv.com>

 1 attachment (483 KB)

20250925 FY25 ATLIS Third IGT Allocation Form - Jefferson LPPF.xlsx;

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Good afternoon, Jefferson County team,

As you know, the upcoming ATLIS SFY25 Third IGT took place on Thursday, October 2nd. Accordingly, the hospitals participating in the Jefferson LPPF would like to request the following IGT amounts noted below. (Please review the accompanying allocation.)

ATLIS SFY25 Third Round – Total Requested IGT amount \$1,936,020.19

- **Jefferson SDA - \$1,936,020.19**

HHSC requires these amounts to be entered into TexNet no later than the close of business **10/14/2025 with a settlement date of 10/15/2025**. These funds will need to be placed in the “ATLIS” Bucket. Upon successful completion of the IGT, please submit a PDF of the TexNet trace sheets and allocation forms to HHSC_ATLIS_Payments@hhs.texas.gov.

AHCV also kindly requests to be copied on the TexNet trace sheet submission to HHSC on or before the deadline noted above.

Please do not hesitate to reach out to the team with any questions.

Best Regards,

Caroline Simpson | Senior Financial Analyst
Adelanto Healthcare Ventures, L.L.C.

Mobile: 270-991-6430

Web: www.ahcv.com

Email: caroline@ahcv.com

174 Saundersville Road, Suite 503 & 504
Hendersonville, TN 37075

Jefferson County Courthouse
P.O. Box 4025
Beaumont, Texas 77704



JEFF R. BRANICK
County Judge

Beaumont (409) 835-8466
Pt. Arthur (409) 727-2191 Ext. 8466
Facsimile (409) 839-2311

10/14/2025

Terri Spencer, Grant Manager
Community Development & Revitalization Texas General Land Office
1700 N. Congress
Austin, TX 78701

RE: Hurricane Harvey Grant # 20-065-121-C408

Ms. Spencer:

Jefferson County would like to request an extension of its Hurricane Harvey Infrastructure grant. The infrastructure grant would be extended to June 30, 2026, to allow for the closeout of the Taylor's Bayou Bridge- Highway 124 improvement project by TXDOT and final excavation activities by Drainage District No. 6.

Thank you again for your assistance.

Sincerely,

Jeff Branick
County Judge



8450 EASTEX FREEWAY, BEAUMONT, TEXAS 77708 | 409.924.6521 | WWW.TXDOT.GOV

September 30, 2025

CSJ: 0368-02-046
Project: C 368-2-46
Highway: US124
County: Jefferson

Vivian Ballou,

This letter is to inform you of Texas Department of Transportation's Project Closeout Process. The project closeout is a two-step process, beginning with project record keepers in the Area Office (AO) and finished by the District Construction Office (DCO).

- When all work has been completed and barricades have been removed, the Area Engineer has 25 days to accept the project.
- After the AE accepts the project the District Construction Office has 10 days to give final acceptance on the project.
- Once final acceptance is granted, the closeout has to be completed within 60 days from the date of final acceptance.

Work on the project listed above is scheduled to be completed in December 2025. The closeout process will begin at that time.

If you have any questions or concerns, please feel free to contact me at 409-924-6521.

Sincerely,

DocuSigned by:

3BC0318CAAFF4E1
Dave Collins, P.E.
Area Engineer
Beaumont Area Office

OUR VALUES: People • Accountability • Trust • Honesty
OUR MISSION: Connecting You With Texas

An Equal Opportunity Employer

Jefferson County
Drainage District No. 6
 6550 Walden Rd. • Beaumont, Texas 77707
 Telephone (409) 842-1818 Fax (409) 842-2729
 Established in 1920

Board of Directors:

Joshua W. Allen Sr.
 President

Charles "Chuck" Gullory
 Secretary

Bernard Daleo Jr.
 Vice President

Anthony "Tony" Malley III
 Director

Charlie O. Reneau
 Director

Wallace "Butch" Wilson, PE, CFM
 General Manager

October 8, 2025

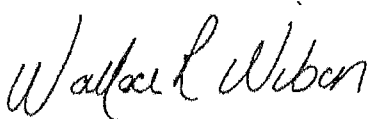
Vivian Ballou
 Grants Administrator
 Griffith, Moseley, Johnson & Associates
 2901 Turtle Creek Dr., Suite 445
 Port Arthur, Texas 77642

Re: Jefferson County Drainage District No. 6 Extension Request: SH 124 Taylor Bayou Bridge
 Replacement

Dear Ms. Ballou:

Jefferson County Drainage District No. 6 (the District) will begin the excavation in Taylors Bayou, outside of TxDOT right of Way, in December 2025, or upon TxDOT completion and site evacuation, whichever comes first. The District will require 6 months for excavation, and an additional 2 months for close-out. The extension request is based on the completion of the work carried out under the TxDOT agreement.

Sincerely,



Wallace "Butch" Wilson, PE, CFM
 General Manager
 Jefferson County Drainage District No. 6



RESOLUTION AUTHORIZING COUNTY GRANT PROGRAM YEAR 2026

A resolution of the County of Jefferson(County) Texas certifying that the County has made a grant to Center for Christian Services(Organization), an organization that provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability, and certifying that the County has approved the Organization's accounting system or fiscal agent.

WHEREAS, the Organization seeks to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability pursuant to the Home-Delivered Meal Grant Program (Program);

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules further require the County approve the Organization's accounting system or fiscal agent in order for the Organization to be eligible to receive Program grant funds;

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$6,000 to be paid and used between the:

1 of October 2025 and the 30 of September 2026

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 14 day of October, 2025.

Signature

Signature of Authorized Official of the County

Jeff Branick, County Judge

Typed Name and Title



RESOLUTION AUTHORIZING COUNTY GRANT PROGRAM YEAR 2026

A resolution of the County of **Jefferson**(County) Texas certifying that the County has made a grant to **Nutrition & Services for Seniors**(Organization), an organization that provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability, and certifying that the County has approved the Organization's accounting system or fiscal agent.

WHEREAS, the Organization seeks to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability pursuant to the Home-Delivered Meal Grant Program (Program);

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules further require the County approve the Organization's accounting system or fiscal agent in order for the Organization to be eligible to receive Program grant funds;

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$75,000 to be paid and used between the:

1 of October 2025 and the 30 of September 2026

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this **14** day of October, 2025.

Signature

Signature of Authorized Official of the County

Jeff Branick, County Judge

Typed Name and Title

PGM: GMCOMMV2	DATE	PAGE: 1
NAME	10-07-2025	
	AMOUNT	CHECK NO. 685 TOTAL
JURY FUND		
KIRKSEY'S SPRINT PRINTING	10,717.96	532779
ROAD & BRIDGE PCT.#1		10,717.96**
BEAUMONT TRACTOR COMPANY	1,919.06	532750
M&D SUPPLY	936.97	532781
ROMCO EQUIPMENT, INC.	83.64	532787
SANITARY SUPPLY, INC.	17.75	532788
ACE IMAGEWEAR	68.53	532791
SMART'S TRUCK & TRAILER, INC.	446.32	532792
TRAILER HITCH DEPOT	6,495.00	532808
ADVANCE AUTO PARTS	231.67	532870
MARTIN MARIETTA MATERIALS	90,469.04	532884
REPUBLIC SERVICES # 862	73.61	532886
ODP BUSINESS SOLUTIONS, LLC	160.30	532932
AMAZON CAPITAL SERVICES	265.23	532936
ROAD & BRIDGE PCT.#2		101,167.12**
AUDILET TRACTOR SALES	1,966.28	532748
CITY OF NEDERLAND	58.93	532758
RITTER @ HOME	591.18	532786
ACE IMAGEWEAR	19.92	532791
W. JEFFERSON COUNTY M.W.D.	194.40	532802
SUPERIOR SUPPLY & STEEL	110.00	532811
BUMPER TO BUMPER	640.65	532836
NEW WAVE WELDING TECHNOLOGY	194.68	532848
ACT PIPE AND SUPPLY	4,053.08	532849
ASCO	1,418.00	532873
REPUBLIC SERVICES # 862	83.13	532886
GULF COAST	6,451.65	532912
PATHMARK TRAFFIC EQUIPMENT, LLC	7,183.40	532923
CHARTER COMMUNICATIONS	413.83	532928
ROAD & BRIDGE PCT. # 3		23,379.13**
SPIDLE & SPIDLE	6,797.41	532747
BEAUMONT TRACTOR COMPANY	367.88	532750
CERTIFIED LABORATORIES	2,723.35	532754
CINTAS, INC.	45.00	532755
FARM & HOME SUPPLY	122.40	532766
INTERSTATE BATTERIES OF BEAUMONT/PA	252.94	532773
CASH ADVANCE ACCOUNT	1,368.27	532777
ACE IMAGEWEAR	84.00	532791
AT&T	50.84	532795
VULCAN MATERIALS CO.	51,217.62	532801
W. JEFFERSON COUNTY M.W.D.	29.93	532802
MARTIN PRODUCT SALES LLC	770.00	532840
ROSS RIDGE SAND COMPANY LP	1,950.00	532844
ALL SERV INDUSTRIAL LLC	133.38	532851
ON TIME TIRE	260.00	532865
REPUBLIC SERVICES # 862	73.61	532886
TEXAS ASSOCIATION OF COUNTIES	275.00	532897
O'REILLY AUTO PARTS	129.43	532906
GERALD T PELTIER JR	200.00	532913
ROAD & BRIDGE PCT.#4		66,851.06**
SPIDLE & SPIDLE	4,956.31	532747
CINTAS, INC.	128.97	532755
CITY OF BEAUMONT - WATER DEPT.	35.18	532757
ENERGY	1,454.95	532771
W. JEFFERSON COUNTY M.W.D.	164.60	532802
SUBURBAN PROPANE L.P.	346.00	532877
REPUBLIC SERVICES # 862	226.45	532886
WAUKESHA-PEARCE INDUSTRIES LLC	2,800.00	532893
IMAGE 360 BEAUMONT	680.51	532902
O'REILLY AUTO PARTS	26.97	532906
GULF COAST	851.85	532912
MODERN CONCRETE & MATERIALS LLC	292.13	532938
DYNAMIC POWER SYSTEMS	235.83	532945
PARKS & RECREATION		12,199.75**

PGM: GMCOMMV2	DATE 10-07-2025	PAGE: 2
NAME	AMOUNT	CHECK NO. 686 TOTAL
CURETON & SON	1,198.00	532761
ENTERGY	346.65	532771
W. JEFFERSON COUNTY M.W.D.	59.86	532802
GENERAL FUND		1,604.51**
TAX OFFICE		
ACE IMAGEWEAR	43.75	532791
UNITED STATES POSTAL SERVICE	469.49	532823
MICHELLE FARNIE	53.20	532871
REPUBLIC SERVICES # 862	36.80	532886
ODP BUSINESS SOLUTIONS, LLC	2,413.34	532932
COUNTY HUMAN RESOURCES		3,016.58*
UNITED STATES POSTAL SERVICE	31.81	532823
BAPTIST PHYSICIAN NETWORK	259.00	532824
AUDITOR'S OFFICE		290.81*
UNITED STATES POSTAL SERVICE	28.81	532823
KATRENA THERIOT	34.30	532910
ODP BUSINESS SOLUTIONS, LLC	643.68	532932
ERICA BELL	16.31	532962
COUNTY CLERK		723.10*
FED EX	62.44	532768
UNITED STATES POSTAL SERVICE	319.58	532823
ODP BUSINESS SOLUTIONS, LLC	79.46	532932
COUNTY JUDGE		461.48*
CAYLA CALAMIA	3,600.00	532753
THOMAS O. MOSES	500.00	532838
KIMBERLY PHELAN, P.C.	900.00	532839
JEFF R BRANICK	593.24	532841
KATY LEIGH CORCORAN	500.00	532850
JERRY JOHN BRAGG	500.00	532853
ODP BUSINESS SOLUTIONS, LLC	15.19	532932
EVA COLETTE SHELANDER	900.00	532958
RISK MANAGEMENT		7,508.43*
UNITED STATES POSTAL SERVICE	5.60	532823
COUNTY TREASURER		5.60*
UNITED STATES POSTAL SERVICE	286.14	532823
TIM FUNCHESS	1,232.80	532856
CLINTON TURNER	980.25	532949
PRINTING DEPARTMENT		2,499.19*
CINTAS CORPORATION	110.78	532888
BOSWORTH PAPERS	4,465.36	532919
ODP BUSINESS SOLUTIONS, LLC	544.12	532932
AMAZON CAPITAL SERVICES	448.15	532936
PURCHASING DEPARTMENT		5,568.41*
THE EXAMINER	370.00	532765
PORT ARTHUR NEWS, INC.	312.16	532783
UNITED STATES POSTAL SERVICE	73.30	532823
GENERAL SERVICES		755.46*
CITY OF BEAUMONT - CENTRAL COLLECTI	69,541.41	532756
CASH ADVANCE ACCOUNT	25.00	532777
SPINDLETOP MHMR	38,984.75	532780
VERIZON WIRELESS	417.89	532821
CROWN CASTLE INTERNATIONAL	2,059.98	532832

PGM: GMCOMMV2	DATE	PAGE: 3
NAME	10-07-2025	
	AMOUNT	CHECK NO. 687 TOTAL
K2 TOWERS III, LLC	34,090.00	532921
DATA PROCESSING		145,119.03*
DELL MARKETING L.P.	1,324.90	532762
ODP BUSINESS SOLUTIONS, LLC	111.96	532932
VOTERS REGISTRATION DEPT		1,436.86*
UNITED STATES POSTAL SERVICE	248.03	532823
ELECTIONS DEPARTMENT		248.03*
CASH ADVANCE ACCOUNT	488.80	532777
ELECTION SYSTEMS & SOFTWARE LLC	127.38	532810
UNITED STATES POSTAL SERVICE	2.51	532823
DISTRICT ATTORNEY		618.69*
HERNANDEZ OFFICE SUPPLY, INC.	9,768.92	532772
TDCAA BOOK ORDERS	3,825.00	532796
UNITED STATES POSTAL SERVICE	162.23	532823
DISTRICT CLERK		13,756.15*
CASH ADVANCE ACCOUNT	1,039.34	532777
KIRKSEY'S SPRINT PRINTING	25.95	532779
UNITED STATES POSTAL SERVICE	402.26	532823
ODP BUSINESS SOLUTIONS, LLC	1,145.90	532932
AMAZON CAPITAL SERVICES	546.91	532936
CRIMINAL DISTRICT COURT		3,160.36*
THOMAS J. BURBANK PC	8,348.75	532752
NATHAN REYNOLDS, JR.	800.00	532785
TAMARA DEROUEN	2,299.00	532805
UNITED STATES POSTAL SERVICE	23.15	532823
60TH DISTRICT COURT		11,470.90*
UNITED STATES POSTAL SERVICE	8.88	532823
BLUE TRITON BRANDS INC	31.20	532955
136TH DISTRICT COURT		40.08*
UNITED STATES POSTAL SERVICE	6.18	532823
172ND DISTRICT COURT		6.18*
JEFFERSON CTY. BAR ASSOCIATION	165.00	532775
252ND DISTRICT COURT		165.00*
THOMAS J. BURBANK PC	1,500.00	532752
UNITED STATES POSTAL SERVICE	64.38	532823
ODP BUSINESS SOLUTIONS, LLC	123.31	532932
279TH DISTRICT COURT		1,687.69*
JENNIFER DELAGE	5,500.00	532891
ALICIA K HALL PLLC	110.00	532916
ODP BUSINESS SOLUTIONS, LLC	56.11	532932
317TH DISTRICT COURT		5,666.11*
THOMAS J. BURBANK PC	325.00	532752
LAIRO DOWDEN, JR.	325.00	532763
KEVIN PAULA SEKALY PC	1,750.00	532789
GLEN M. CROCKER	1,325.00	532826
JOEL WEBB VAZQUEZ	325.00	532834
JUSTICE COURT-PCT 1 PL 1		4,050.00*

PGM: GMCOMMV2	DATE 10-07-2025	PAGE: 4
NAME	AMOUNT	CHECK NO. 688 TOTAL
UNITED STATES POSTAL SERVICE	53.93	532823
JUSTICE COURT-PCT 1 PL 2		53.93*
UNITED STATES POSTAL SERVICE	38.48	532823
JUSTICE COURT-PCT 2		38.48*
THOMSON REUTERS-WEST	137.38	532875
ODP BUSINESS SOLUTIONS, LLC	164.08	532932
JUSTICE COURT-PCT 4		301.46*
DEPARTMENT OF INFORMATION RESOURCES	.44	532809
JUSTICE COURT-PCT 6		.44*
UNITED STATES POSTAL SERVICE	42.85	532823
AMAZON CAPITAL SERVICES	218.49	532936
JUSTICE COURT-PCT 7		261.34*
DEPARTMENT OF INFORMATION RESOURCES	.05	532809
COUNTY COURT AT LAW NO.1		.05*
UNITED STATES POSTAL SERVICE	3.70	532823
COUNTY COURT AT LAW NO. 2		3.70*
CHARLES ROJAS	700.00	532807
UNITED STATES POSTAL SERVICE	32.19	532823
JOEL WEBB VAZQUEZ	350.00	532834
JENNIFER DELAGE	350.00	532891
THE LAW OFFICE OF CHRISTY L CAUTHEN	350.00	532942
UNITED STATES TREASURY	350.00	532946
COUNTY COURT AT LAW NO. 3		2,132.19*
THOMAS J. BURBANK PC	425.00	532752
MARVA PROVO	425.00	532784
NATHAN REYNOLDS, JR.	775.00	532785
UNITED STATES POSTAL SERVICE	8.14	532823
JOEL WEBB VAZQUEZ	700.00	532834
BLUE TRITON BRANDS INC	39.48	532956
COURT MASTER		2,372.62*
LAWRENCE E THORNE III	4,320.66	532855
KENT W JOHNS	1,000.00	532860
MEDIATION CENTER		5,320.66*
SOUTHEAST TEXAS WATER	38.00	532793
4IMPRINT, INC.	1,176.87	532827
KARA HAWTHORN	195.88	532861
COMMUNITY SUPERVISION		1,410.75*
ODP BUSINESS SOLUTIONS, LLC	1,099.36	532932
AMAZON CAPITAL SERVICES	1,580.83	532936
SHERIFF'S DEPARTMENT		2,680.19*
M&D SUPPLY	346.72	532781
DEPARTMENT OF INFORMATION RESOURCES	537.28	532809
UNITED STATES POSTAL SERVICE	1,498.10	532823
FIVE STAR FEED	106.00	532831
RITA HURT	275.00	532864
COASTAL BUSINESS FORMS	864.00	532874
GALLS LLC	1,025.96	532883
REPUBLIC SERVICES # 862	73.61	532886
CHARTER COMMUNICATIONS	130.68	532926

PGM: GMCOMMV2	DATE 10-07-2025	PAGE: 5
NAME	AMOUNT	CHECK NO. ⁶⁸⁹ TOTAL
ODP BUSINESS SOLUTIONS, LLC	185.39	532932
CENTRALSQUARE TECHNOLOGIES LLC	9,047.42	532941
		14,090.16*
CRIME LABORATORY		
VERIZON WIRELESS	37.99	532820
ODP BUSINESS SOLUTIONS, LLC	485.93	532932
		523.92*
JAIL - NO. 2		
BOB BARKER CO., INC.	115.50	532749
CITY OF BEAUMONT - WATER DEPT.	257.74	532757
ECOLAB	10,734.82	532764
W.W. GRAINGER, INC.	1,663.09	532770
ULINE SHIPPING SUPPLY SPECIALI	1,702.87	532800
COOK'S CORRECTIONAL	12,780.75	532825
MONUMENT CONSTRUCTORS	139,650.60	532837
REPUBLIC SERVICES # 862	5,563.52	532886
FERGUSON ENTERPRISES INC	15,721.00	532894
ADVANTAGE INTERESTS INC	1,150.00	532895
MOORE-ALL TEX SUPPLY	350.43	532900
ACME SUPPLY CO LTD	12,063.00	532901
TRINITY SERVICES GROUP INC	52,622.81	532911
AMAZON CAPITAL SERVICES	3,364.91	532936
PTS OF AMERICA LLC	3,196.00	532954
CLAIBORNE PARISH SHERIFF AND EX	422.24	532960
		261,359.28*
JUVENILE PROBATION DEPT.		
FED EX	100.86	532769
UNITED STATES POSTAL SERVICE	20.78	532823
SHANNA CITIZEN	42.00	532829
HERA GOFFNEY	13.30	532961
		176.94*
JUVENILE DETENTION HOME		
BEN E KEITH COMPANY	9,451.05	532833
A1 FILTER SERVICE COMPANY	299.00	532863
REPUBLIC SERVICES # 862	519.60	532886
ADVANTAGE INTERESTS INC	650.00	532895
		10,919.65*
CONSTABLE PCT 1		
UNITED STATES POSTAL SERVICE	74.13	532823
GOT YOU COVERED WORK WEAR & UNIFORM	548.84	532922
		622.97*
CONSTABLE-PCT 2		
TEXAS STATE UNIVERSITY SAN MARS	225.00	532794
CHRISTOPHER BATES	63.00	532869
ODP BUSINESS SOLUTIONS, LLC	279.65	532932
		567.65*
CONSTABLE-PCT 6		
COCOMO JOE'S	54.00	532760
FAST SIGNS, INC.	355.00	532767
ULINE SHIPPING SUPPLY SPECIALI	52.80	532800
MOTOROLA SOLUTIONS INC	213.21	532806
UNITED STATES POSTAL SERVICE	11.97	532823
SILSBEE FORD INC	358.09	532878
BLUE360 MEDIA	355.95	532896
		1,401.02*
COUNTY MORGUE		
PROCTOR'S MORTUARY INC	14,125.00	532854
		14,125.00*
AGRICULTURE EXTENSION SVC		
UNITED STATES POSTAL SERVICE	4.44	532823
TEXAS AGRILIFE EXTENSION SERVICE	125.00	532846
DAVID OATES	188.03	532887
TYLER FITZGERALD	400.13	532908
AMAZON CAPITAL SERVICES	1,100.97	532936
		1,818.57*
HEALTH AND WELFARE NO. 1		

PGM: GMCOMMV2	DATE	PAGE: 6
NAME	10-07-2025	
	AMOUNT	CHECK NO. ⁶⁹⁰ TOTAL
UNITED STATES POSTAL SERVICE	82.95	532823
EZEAL D EDE MD	350.00	532918
MUNROS DRY CLEANERS	10.17	532951
HEALTH AND WELFARE NO. 2		443.12*
AMERICAN MEDICAL ASSOCIATION	280.00	532845
MELANCON'S FUNERAL HOME	658.00	532857
TOCCARA JOHNSON	127.00	532899
KAYLEE BENNETT	41.30	532915
EZEAL D EDE MD	350.00	532918
CHARTER COMMUNICATIONS	208.53	532927
ODP BUSINESS SOLUTIONS, LLC	1,673.70	532932
NURSE PRACTITIONER		3,338.53*
LESLIE RIGGS	188.79	532880
ENVIRONMENTAL CONTROL		188.79*
AT&T	48.22	532795
ODP BUSINESS SOLUTIONS, LLC	704.23	532932
INDIGENT MEDICAL SERVICES		752.45*
CARDINAL HEALTH 110 INC	34,725.26	532876
CORLISS R RANDLE	1,200.00	532909
KAYLEE BENNETT	200.00	532915
OUTCOMES OPERATING INC	73.80	532943
CLIFTON R LEWIS	4,800.00	532952
MAINTENANCE-BEAUMONT		40,999.06*
WURTH LOUIS AND COMPANY	153.39	532746
BINSWANGER GLASS CO.	86.80	532751
CITY OF BEAUMONT - WATER DEPT.	315.33	532757
COBURN SUPPLY COMPANY INC	3,741.88	532759
ENTERGY	42,013.85	532771
JOHNSON CONTROLS, INC.	4,320.83	532778
M&D SUPPLY	239.96	532781
SANITARY SUPPLY, INC.	1,494.56	532788
ACE IMAGEWEAR	250.14	532791
DEPARTMENT OF INFORMATION RESOURCES	2.99	532809
VOSS LIGHTING	447.74	532842
A1 FILTER SERVICE COMPANY	927.50	532863
CRAWFORD ELECTRIC SUPPLY COMPANY	736.22	532868
CAT5 RESOURCES LLC	3,714.14	532879
REPUBLIC SERVICES # 862	1,558.80	532886
ADVANTAGE INTERESTS INC	9,385.00	532895
REXEL USA INC	4,174.30	532898
UNITED REFRIGERATION INC	369.76	532917
RALPH'S INDUSTRIAL ELECTRONICS SUPP	1,536.15	532933
TRIANGLE ART AND FRAME UNLIMITED	621.00	532950
MAINTENANCE-PORT ARTHUR		76,090.34*
M&D SUPPLY	192.03	532781
AT&T	514.26	532795
LOWE'S HOME CENTERS, INC.	65.99	532828
TEXAS GAS SERVICE	500.99	532830
SHERWIN-WILLIAMS	140.99	532858
PRO CHEM INC	487.02	532867
PARKER'S BUILDING SUPPLY	286.93	532934
MAINTENANCE-MID COUNTY		2,188.21*
BEAUMONT TRACTOR COMPANY	134.08	532750
CITY OF NEDERLAND	155.53	532758
M&D SUPPLY	156.08	532781
TRIANGLE BLUE PRINT CO., INC.	145.00	532799
W. JEFFERSON COUNTY M.W.D.	51.99	532802
FRED MILLER'S OUTDOOR EQUIPMENT LLC	787.15	532882
REPUBLIC SERVICES # 862	83.13	532886
SERVICE CENTER		1,512.96*

PGM: GMCOMMV2	DATE 10-07-2025	PAGE: 7
NAME	AMOUNT	CHECK NO. 691 TOTAL
CINTAS, INC.	73.73	532755
J.K. CHEVROLET CO.	157.01	532774
TATE & CO., INC.	14,954.19	532798
DEPARTMENT OF INFORMATION RESOURCES	.01	532809
JEFFERSON CTY. TAX OFFICE	7.50	532812
JEFFERSON CTY. TAX OFFICE	7.50	532813
JEFFERSON CTY. TAX OFFICE	7.50	532814
JEFFERSON CTY. TAX OFFICE	7.50	532815
JEFFERSON CTY. TAX OFFICE	7.50	532816
JEFFERSON CTY. TAX OFFICE	7.50	532817
JEFFERSON CTY. TAX OFFICE	7.50	532818
JEFFERSON CTY. TAX OFFICE	7.50	532819
BUMPER TO BUMPER	678.61	532836
LIBERTY TIRE RECYCLING LLC	336.38	532852
REPUBLIC SERVICES # 862	83.13	532886
CINTAS CORPORATION	179.96	532888
DENNIS LOWE	176.85	532889
COATS COMPANY LLC	154.85	532939
TRIANGLE EQUIPMENT II LLC	206.55	532948
		17,061.27*
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	3.18	532823
BLUE TRITON BRANDS INC	29.89	532957
		33.07*
		671,042.91**
MOSQUITO CONTROL FUND		
JACK BROOKS REGIONAL AIRPORT	447.95	532776
DEPARTMENT OF INFORMATION RESOURCES	.03	532809
REPUBLIC SERVICES # 862	83.13	532886
CHARTER COMMUNICATIONS	92.19	532925
		623.30**
FEMA EMERGENCY		
TEXAS DIVISION OF EMERGENCY MANAGEM	123,181.10	532914
		123,181.10**
BREATH ALCOHOL TESTING		
CASH ADVANCE ACCOUNT	456.60	532777
		456.60**
EMPG GRANT		
AMAZON CAPITAL SERVICES	398.00	532936
TREVIPAY	664.99	532959
		1,062.99**
COMMUNITY SUPERVISION FND		
SASSI INSTITUTE	3,112.00	532804
DEPARTMENT OF INFORMATION RESOURCES	.11	532809
UNITED STATES POSTAL SERVICE	67.29	532823
HIGGINBOTHAM INSURANCE AGENCY INC	500.00	532881
		3,679.40**
DWI PRETRIAL DIVERSION		
ODP BUSINESS SOLUTIONS, LLC	1,099.40	532932
		1,099.40**
MISDEMEANOR PRE-TRIAL		
ODP BUSINESS SOLUTIONS, LLC	1,099.71	532932
		1,099.71**
COUNTY CLK RECORDS ARCHIV		
IDOCKET.COM LLC	59,500.00	532953
		59,500.00**
COUNTY RECORDS MANAGEMENT		
TRIANGLE BLUE PRINT CO., INC.	1,285.00	532799
		1,285.00**
FAMILY PROTECTION FEE FND		
JEFFERSON CTY. VICTIM'S ASSISTANCE	3.83	532835
		3.83**
DEPUTY SHERIFF EDUCATION		

PGM: GMCOMMV2	DATE 10-07-2025	PAGE: 8
NAME	AMOUNT	CHECK NO. 692 TOTAL
CASH ADVANCE ACCOUNT	375.20	532777
TTPOA	200.00	532797
		575.20**
HOTEL OCCUPANCY TAX FUND		
CINTAS, INC.	213.91	532755
M&D SUPPLY	342.39	532781
ULINE SHIPPING SUPPLY SPECIALI	112.48	532800
WILDSEED FARMS	466.00	532803
DEPARTMENT OF INFORMATION RESOURCES	1.18	532809
4IMPRINT, INC.	4,835.14	532827
LA RUE ROUGEAU	81.20	532843
JESSIE DAVIS	32.20	532847
SIGN DOCTOR, INC	270.00	532859
COUNTY HOME AND RANCH LP	28.00	532862
REPUBLIC SERVICES # 862	83.13	532886
GRINNELL COMPUTERS	200.55	532892
FERGUSON ENTERPRISES INC	669.61	532894
US FLAG AND FLAGPOLE SUPPLY	434.51	532903
GEORGE WEST	26.60	532924
ODP BUSINESS SOLUTIONS, LLC	6.98	532932
OUTFRONT MEDIA LLC	504.00	532944
		8,307.88**
CAPITAL PROJECTS FUND		
L&L GENERAL CONTRACTORS	185,170.45	532872
		185,170.45**
AIRPORT FUND		
CITY OF NEDERLAND	363.46	532758
W.W. GRAINGER, INC.	224.30	532770
LOWE'S HOME CENTERS, INC.	56.28	532828
REPUBLIC SERVICES # 862	415.66	532886
F&W ELECTRICAL CONTRACTORS, INC	3,534.30	532904
HARTJE GRAHAM AIR CONDITIONING	1,405.85	532905
TITAN AVIATION FUELS	19,959.03	532907
		25,958.88**
SETEC FUND		
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	532866
REPUBLIC SERVICES # 862	580.00	532886
		2,232.00**
LANGUAGE ACCESS FUND		
RUBEN ZAPATA	400.00	532937
		400.00**
ARPA CORONAVIRUS RECOVERY		
L&L GENERAL CONTRACTORS	266,270.55	532872
PREFERRED FACILITIES GROUP-USA, LLC	357,682.44	532920
BRAVE/ARCHITECTURE INC	9,103.72	532947
		633,056.71**
J C ASSISTANCE DISTRICT 4		
ENTERGY	11.19	532771
		11.19**
GUARDIANSHIP FEE		
ORGAIN BELL & TUCKER LLP	300.00	532782
		300.00**
MARINE DIVISION		
CITY OF NEDERLAND	26.20	532758
RITTER @ HOME	36.16	532786
SETZER HARDWARE, INC.	133.07	532790
BUMPER TO BUMPER	19.95	532836
NAASCO NORTHEAST CORP	2,930.00	532885
REXEL USA INC	245.00	532898
PARACLETE AVIATION LIFE SUPPORT LLC	156.82	532940
		3,547.20**
SHERIFF - COMMISSARY		
COOK'S CORRECTIONAL	2,727.92	532825
		2,727.92**
		1,941,241.20***

PGM: GMCOMMV2	DATE 10-14-2025	PAGE: 1
NAME	AMOUNT	CHECK NO. 693 TOTAL
JURY FUND		
DAWN DONUTS	43.50	533131
ROAD & BRIDGE PCT.#1		43.50**
SCOOTER'S LAWNMOWERS	996.44	533029
ADVANCE AUTO PARTS	150.34	533118
ASCO	2,114.00	533119
MARTIN MARIETTA MATERIALS	34,282.47	533128
REPUBLIC SERVICES # 862	73.61	533130
FUNCTION 4 LLC	31.00	533144
DYNAMIC POWER SYSTEMS	901.48	533209
ROAD & BRIDGE PCT.#2		38,549.34**
EASTEX RUBBER & GASKET	158.55	532997
ENTERGY	1,239.40	533006
PHILPOTT MOTORS, INC.	377.50	533023
ACE IMAGEWEAR	19.92	533032
TRI-CITY FASTENER & SUPPLY	103.00	533048
SOUTHERN TIRE MART, LLC	564.58	533061
BUMPER TO BUMPER	65.65	533095
REPUBLIC SERVICES # 862	83.13	533130
FUNCTION 4 LLC	31.00	533144
AMAZON CAPITAL SERVICES	428.25	533196
TRP CONSTRUCTION GROUP LLC	11,007.85	533198
ROAD & BRIDGE PCT. # 3		14,078.83**
BEAUMONT TRACTOR COMPANY	238.20	532988
CINTAS, INC.	45.00	532991
ENTERGY	487.07	533006
VULCAN MATERIALS CO.	13,605.66	533050
TEXAS GAS SERVICE	226.35	533088
BEAUMONT FREIGHTLINER WESTERN STAR	2,930.52	533097
WINDSTREAM	49.10	533102
REPUBLIC SERVICES # 862	73.61	533130
FUNCTION 4 LLC	62.00	533144
ALL TERRAIN EQUIPMENT CO	99.87	533148
ROAD & BRIDGE PCT.#4		17,817.38**
CINTAS, INC.	128.97	532991
COASTAL WELDING SUPPLY INC	150.53	532995
ENTERGY	21.94	533006
M&D SUPPLY	383.19	533018
SOUTHEAST TEXAS WATER	125.50	533038
TRANTEX, INC.	1,782.28	533066
MCKESSON MEDICAL-SURGICAL INC	687.64	533067
UNITED STATES POSTAL SERVICE	2.37	533077
INTERSTATE ALL BATTERY CENTER - BMT	295.90	533107
REPUBLIC SERVICES # 862	226.45	533130
FUNCTION 4 LLC	52.00	533144
O'REILLY AUTO PARTS	169.28	533156
FUNCTION4	60.00	533185
ENGINEERING FUND		4,086.05**
FUNCTION 4 LLC	220.16	533144
PARKS & RECREATION		220.16**
ENTERGY	11.30	533006
ALL TERRAIN EQUIPMENT CO	115.80	533148
GENERAL FUND		127.10**
JEFFERSON CTY. CLERK	30.00	532982
TAX OFFICE		30.00*

PGM: GMCOMMV2	DATE 10-14-2025	PAGE: 2
NAME	AMOUNT	CHECK NO. ⁶⁹⁴ TOTAL
THE LABICHE ARCHITECTURAL GROUP	1,900.00	532987
PITNEY BOWES INC	351.00	533024
POSTMASTER	40,000.00	533025
SOUTHEAST TEXAS WATER	237.70	533036
AT&T	95.88	533044
UNITED STATES POSTAL SERVICE	298.25	533077
UNITED STATES POSTAL SERVICE	18.60	533078
ROCHESTER ARMORED CAR CO INC	378.40	533109
NEMO-Q	310.00	533121
REPUBLIC SERVICES # 862	36.80	533130
FUNCTION 4 LLC	155.00	533144
PREFERRED FACILITIES GROUP-USA, LLC	36,203.93	533174
WAVE SOLUTIONS LLC	2,957.46	533187
ODP BUSINESS SOLUTIONS, LLC	1,239.03	533191
		84,182.05*
COUNTY HUMAN RESOURCES		
MOORMAN & ASSOCIATES, INC.	1,605.00	533021
PRE CHECK, INC.	308.24	533070
UNITED STATES POSTAL SERVICE	1.48	533077
BAPTIST PHYSICIAN NETWORK	78.00	533080
FUNCTION 4 LLC	31.00	533144
		2,023.72*
AUDITOR'S OFFICE		
SOUTHEAST TEXAS WATER	39.95	533039
FRAN M. LEE	150.00	533057
UNITED STATES POSTAL SERVICE	5.92	533077
FUNCTION 4 LLC	31.00	533144
ODP BUSINESS SOLUTIONS, LLC	549.51	533191
MICHAYLA DAVIS	27.23	533228
		803.61*
COUNTY CLERK		
UNITED STATES POSTAL SERVICE	226.38	533077
UNITED STATES POSTAL SERVICE	5.15	533078
FUNCTION 4 LLC	467.00	533144
FUNCTION4	695.72	533185
ODP BUSINESS SOLUTIONS, LLC	389.19	533191
AMAZON CAPITAL SERVICES	129.59	533196
		1,913.03*
COUNTY JUDGE		
UNITED STATES POSTAL SERVICE	9.17	533077
FUNCTION 4 LLC	31.00	533144
		40.17*
RISK MANAGEMENT		
UNITED STATES POSTAL SERVICE	15.70	533077
FUNCTION 4 LLC	31.00	533144
		46.70*
COUNTY TREASURER		
UNITED STATES POSTAL SERVICE	134.53	533077
FUNCTION 4 LLC	62.00	533144
		196.53*
PRINTING DEPARTMENT		
FUNCTION 4 LLC	1,260.51	533144
BOSWORTH PAPERS	769.20	533173
		2,029.71*
PURCHASING DEPARTMENT		
BEAUMONT ENTERPRISE	460.30	532998
UNITED STATES POSTAL SERVICE	5.18	533077
FUNCTION 4 LLC	31.00	533144
		496.48*
GENERAL SERVICES		
CASH ADVANCE ACCOUNT	80.00	533014
SECOND AD JUD REGION	41,825.50	533030
TEXAS WILDLIFE DAMAGE MGMT FUND	3,200.00	533045
INTERFACE EAP, INC	1,352.70	533060

PGM: GMCOMMV2	DATE	PAGE: 3
NAME	10-14-2025	
	AMOUNT	CHECK NO. 695 TOTAL
NATIONAL ASSN. OF COUNTIES	5,131.00	533062
LJA ENGINEERING INC	1,589.83	533115
FIBERLIGHT LLC	2,009.00	533169
DEBTBOOK	11,168.75	533177
K2 TOWERS III, LLC	2,435.00	533181
TEX-21	20,000.00	533183
		88,791.78*
DATA PROCESSING		
CDW COMPUTER CENTERS, INC.	11,066.81	533065
TAGITM	175.00	533079
SIRIUS COMPUTER SOLUTIONS INC.	1,478.90	533086
SPS VAR LLC	20,000.00	533087
FUNCTION 4 LLC	31.00	533144
TYLER TECHNOLOGIES INC	775,215.95	533163
PRECISELY SOFTWARE INCORPORATED	2,500.00	533179
CENTRAL SQUARE TECHNOLOGIES LLC	150,046.08	533204
STORMWIND LLC	7,080.00	533227
		967,593.74*
VOTERS REGISTRATION DEPT		
UNITED STATES POSTAL SERVICE	534.79	533077
US POSTAL SERVICE	30,000.00	533081
FUNCTION 4 LLC	31.00	533144
ACCESS IMAGING SOLUTIONS, LLC	15,144.00	533184
		45,709.79*
ELECTIONS DEPARTMENT		
ELECTION SYSTEMS & SOFTWARE LLC	145,771.50	533068
UNITED STATES POSTAL SERVICE	55.05	533077
AT&T MOBILITY	161.39	533129
FUNCTION 4 LLC	31.00	533144
AMG PRINTING & MAILING LLC	4,436.76	533147
ADVANTAGE INTERESTS INC	455.00	533149
WALMART CAPITAL ONE	238.62	533178
ODP BUSINESS SOLUTIONS, LLC	160.98	533191
BLUE TRITON BRANDS INC	126.36	533223
		151,114.70*
DISTRICT ATTORNEY		
MIKE LAIRD	530.90	533017
TEXAS DISTRICT & COUNTY ATTY ASSN.	1,000.00	533046
JAMES ARCENEUX	69.70	533075
UNITED STATES POSTAL SERVICE	171.53	533077
LUKE NICHOLS	1,676.84	533101
CORY KNEELAND	100.00	533137
FUNCTION 4 LLC	155.00	533144
ANGELA KNEELAND	100.00	533146
ODP BUSINESS SOLUTIONS, LLC	1,561.44	533191
CAMEO TRAVEL SERVICE	885.46	533192
AMAZON CAPITAL SERVICES	522.02	533196
		6,772.89*
DISTRICT CLERK		
COUNTY & DISTRICT CLERK ASSN. OF TX	10.00	533056
UNITED STATES POSTAL SERVICE	458.91	533077
FUNCTION 4 LLC	631.00	533144
		1,099.91*
CRIMINAL DISTRICT COURT		
CASH ADVANCE ACCOUNT	176.00	533014
MATUSKA LAW FIRM	900.00	533123
FUNCTION 4 LLC	62.00	533144
SUSAN BAETZ BROWN	137.20	533197
		1,275.20*
58TH DISTRICT COURT		
FUNCTION 4 LLC	31.00	533144
		31.00*
60TH DISTRICT COURT		
FUNCTION 4 LLC	31.00	533144
		31.00*
136TH DISTRICT COURT		

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NAME	AMOUNT	CHECK NO. ⁶⁹⁶ TOTAL
TERI DAIGLE, CSR, RPR FUNCTION 4 LLC	346.40 31.00	533069 533144
172ND DISTRICT COURT		377.40*
FUNCTION 4 LLC	31.00	533144
252ND DISTRICT COURT		31.00*
CASH ADVANCE ACCOUNT	88.00	533014
UNITED STATES POSTAL SERVICE	.74	533077
FUNCTION 4 LLC	62.00	533144
ODP BUSINESS SOLUTIONS, LLC	408.62	533191
279TH DISTRICT COURT		559.36*
SOUTHEAST TEXAS WATER	44.70	533040
UNITED STATES POSTAL SERVICE	1.03	533077
FUNCTION 4 LLC	31.00	533144
ODP BUSINESS SOLUTIONS, LLC	135.11	533191
317TH DISTRICT COURT		211.84*
FUNCTION 4 LLC	31.00	533144
JUSTICE COURT-PCT 1 PL 1		31.00*
UNITED STATES POSTAL SERVICE	137.00	533077
FUNCTION 4 LLC	31.00	533144
JUSTICE COURT-PCT 1 PL 2		168.00*
UNITED STATES POSTAL SERVICE	20.72	533077
FUNCTION 4 LLC	31.00	533144
JUSTICE COURT-PCT 2		51.72*
UNITED STATES POSTAL SERVICE	105.08	533078
ODP BUSINESS SOLUTIONS, LLC	514.81	533191
JUSTICE COURT-PCT 4		619.89*
TEXAS STATE UNIVERSITY SAN MARS	450.00	533043
FUNCTION 4 LLC	31.00	533144
ODP BUSINESS SOLUTIONS, LLC	90.57	533191
JUSTICE COURT-PCT 6		571.57*
UNITED STATES POSTAL SERVICE	57.75	533077
FUNCTION 4 LLC	31.00	533144
ODP BUSINESS SOLUTIONS, LLC	282.67	533191
JUSTICE COURT-PCT 7		371.42*
TEXAS STATE UNIVERSITY SAN MARS	450.00	533042
ODP BUSINESS SOLUTIONS, LLC	1,011.66	533191
JUSTICE OF PEACE PCT. 8		1,461.66*
UNITED STATES POSTAL SERVICE	71.78	533078
FUNCTION 4 LLC	31.00	533144
AMAZON CAPITAL SERVICES	159.99	533196
COUNTY COURT AT LAW NO.1		262.77*
UNITED STATES POSTAL SERVICE	37.00	533077
FUNCTION 4 LLC	31.00	533144
COUNTY COURT AT LAW NO. 2		68.00*
TODD W LEBLANC	350.00	532983
THOMAS J. BURBANK PC	250.00	532990
UNITED STATES POSTAL SERVICE	21.46	533077

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NAME	AMOUNT	CHECK NO. 697 TOTAL
MATUSKA LAW FIRM	350.00	533123
FUNCTION 4 LLC	31.00	533144
LAW OFFICE OF GILES R COLE & ASSOC	350.00	533175
UNITED STATES TREASURY	350.00	533211
COUNTY COURT AT LAW NO. 3		1,702.46*
JOHN EUGENE MACEY	700.00	533019
UNITED STATES POSTAL SERVICE	5.18	533077
LANGSTON ADAMS	400.00	533085
JOEL WEBB VAZQUEZ	350.00	533093
KIMBERLY PHELAN, P.C.	425.00	533099
JENNIFER DELAGE	2,450.00	533138
FUNCTION 4 LLC	31.00	533144
COURT MASTER		4,361.18*
UNITED STATES POSTAL SERVICE	3.70	533077
LAWRENCE E THORNE III	2,766.78	533108
FUNCTION 4 LLC	31.00	533144
RICHARD D HUGHES ATTORNEY AT LAW	1,450.00	533171
MEDIATION CENTER		4,251.48*
4IMPRINT, INC.	4,498.58	533082
KARA HAWTHORN	110.21	533113
AMANDA TRIM	18.76	533136
FUNCTION 4 LLC	31.00	533144
WALMART CAPITAL ONE	460.26	533178
PAMELA MCGEE	16.08	533186
ODP BUSINESS SOLUTIONS, LLC	3,151.08	533191
COMMUNITY SUPERVISION		8,285.97*
FUNCTION 4 LLC	124.00	533144
ODP BUSINESS SOLUTIONS, LLC	249.55	533191
SHERIFF'S DEPARTMENT		373.55*
CITY OF NEDERLAND	37.19	532994
FED EX	94.75	532999
ENTERGY	791.93	533006
M&D SUPPLY	411.84	533018
SABINE NECHES CHIEFS ASSOCIATION	300.00	533027
AT&T	49.83	533044
TEXAS DISTRICT & COUNTY ATTY ASSN.	850.00	533046
UNITED STATES POSTAL SERVICE	2,881.68	533077
UNITED STATES POSTAL SERVICE	.74	533078
FIVE STAR FEED	219.65	533090
REPUBLIC SERVICES # 862	73.61	533130
3L PRINTING COMPANY	40.00	533132
FUNCTION 4 LLC	310.00	533144
BEARCOM / KAY ELECTRONICS	2,055.00	533159
HILL COUNTRY DOG CENTER, LLC	3,600.00	533182
AMAZON CAPITAL SERVICES	379.47	533196
WILLIAM O HORN	1,100.00	533210
3R TRUCK SERVICES LLC	1,251.56	533226
CRIME LABORATORY		14,447.25*
ALLOMETRICS INC.	183.00	532984
COLLABORATIVE TESTING SERVICES	2,770.00	532996
FED EX	45.81	533000
FISHER SCIENTIFIC	1,132.11	533001
SOUTHEAST TEXAS WATER	1,869.90	533037
CLINIOA CORPORATION	1,197.80	533094
FUNCTION 4 LLC	31.00	533144
CLEAN EARTH ENVIRONMENTAL SOLUTIONS	2,461.17	533164
PEAK SCIENTIFIC, INC	4,599.40	533203
JAIL - NO. 2		14,290.19*
CARRIER CORPORATION	287,569.00	532981

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NAME	AMOUNT	CHECK NO. 698 TOTAL
COASTAL WELDING SUPPLY INC	175.39	532995
GULF COAST SCREW & SUPPLY	107.16	533004
ENTERGY	41,091.80	533006
KIRKSEY'S SPRINT PRINTING	24.95	533015
WHOLESALE ELECTRIC SUPPLY CO.	2,278.08	533053
WORTH HYDROCHEM OF THE GULF COAST	390.00	533054
MOTOROLA SOLUTIONS INC	11,415.92	533064
TRACE ARCHITECTURAL SPECIALTIES LLC	2,186.00	533111
24 HR SAFETY LLC	1,795.98	533124
REPUBLIC SERVICES # 862	5,563.52	533130
FUNCTION 4 LLC	217.00	533144
LASALLE CORRECTIONS VI LLC	72,825.00	533157
TRINITY SERVICES GROUP INC	100,584.78	533160
VICTORY SUPPLY LLC	2,583.36	533161
WALMART CAPITAL ONE	8.97	533178
ODP BUSINESS SOLUTIONS, LLC	1,315.61	533191
AMAZON CAPITAL SERVICES	28.60	533196
PAVLICH PLUMBING LLC	5,095.90	533208
MASSEY SERVICES INC	1,800.00	533216
PTS OF AMERICA LLC	1,912.00	533222
		538,969.02*
JUVENILE PROBATION DEPT.		
CASH ADVANCE ACCOUNT	906.38	533014
LARONDA TURNER	277.90	533022
CHERYL TARVER	140.00	533059
UNITED STATES POSTAL SERVICE	11.24	533077
LATRICIA COLEMAN	476.70	533084
SUMMER KENNERSON	210.70	533139
FUNCTION 4 LLC	93.00	533144
CHARITY HIGHTOWER	162.40	533153
BRENDA WOOD	70.00	533170
LAQUITA TORRES	84.00	533200
NAKIA FOBBS	339.50	533215
		2,771.82*
JUVENILE DETENTION HOME		
ENTERGY	6,941.15	533006
CASH ADVANCE ACCOUNT	609.55	533014
BEN E KEITH COMPANY	808.45	533092
REPUBLIC SERVICES # 862	519.60	533130
FUNCTION 4 LLC	31.00	533144
BIG THICKET PLUMBING INC	180.00	533152
VEQUAL ROBERTS	400.00	533172
SOUTHERN FOLGER CONTRACTING, INC	9,188.00	533176
BRAEKO INC	900.00	533212
		19,577.75*
CONSTABLE PCT 1		
UNITED STATES POSTAL SERVICE	81.97	533077
FUNCTION 4 LLC	31.00	533144
		112.97*
CONSTABLE-PCT 2		
ODP BUSINESS SOLUTIONS, LLC	37.98	533191
		37.98*
CONSTABLE-PCT 4		
FUNCTION 4 LLC	31.00	533144
		31.00*
CONSTABLE-PCT 6		
KIRKSEY'S SPRINT PRINTING	646.24	533015
UNITED STATES POSTAL SERVICE	10.17	533077
FUNCTION 4 LLC	31.00	533144
ODP BUSINESS SOLUTIONS, LLC	192.20	533191
AMAZON CAPITAL SERVICES	350.68	533196
		1,230.29*
CONSTABLE PCT. 8		
TEXAS STATE UNIVERSITY SAN MARS	75.00	533041
CDW COMPUTER CENTERS, INC.	872.98	533065
FUNCTION 4 LLC	31.00	533144
		978.98*
AGRICULTURE EXTENSION SVC		

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NAME	AMOUNT	CHECK NO. ⁶⁹⁹ TOTAL
UNITED STATES POSTAL SERVICE	74.00	533077
DAVID OATES	127.40	533133
FUNCTION 4 LLC	31.00	533144
WALMART CAPITAL ONE	706.24	533178
		938.64*
HEALTH AND WELFARE NO. 1		
CITY OF BEAUMONT	40.00	532986
ENTERGY	70.00	533009
UNITED STATES POSTAL SERVICE	109.43	533077
FUNCTION 4 LLC	62.00	533144
EZEA D EDE MD	3,297.95	533168
BLUE TRITON BRANDS INC	382.79	533224
		3,962.17*
HEALTH AND WELFARE NO. 2		
GABRIEL FUNERAL HOME, INC.	900.00	533002
ENTERGY	70.00	533010
CDW COMPUTER CENTERS, INC.	377.33	533065
UNITED STATES POSTAL SERVICE	238.43	533078
FUNCTION 4 LLC	62.00	533144
EZEA D EDE MD	3,297.95	533168
ODP BUSINESS SOLUTIONS, LLC	236.30	533191
LISA WASHINGTON	239.40	533195
AMAZON CAPITAL SERVICES	399.00	533196
BLUE TRITON BRANDS INC	94.93	533225
		5,915.34*
NURSE PRACTITIONER		
FUNCTION 4 LLC	31.00	533144
		31.00*
ENVIRONMENTAL CONTROL		
JACKSON-HIRSH, INC.	150.04	533012
FUNCTION 4 LLC	31.00	533144
ODP BUSINESS SOLUTIONS, LLC	17.82	533191
		198.86*
INDIGENT MEDICAL SERVICES		
CARDINAL HEALTH 110 INC	9,605.13	533120
DUVALL'S RV LLC	170.78	533150
ODP BUSINESS SOLUTIONS, LLC	99.95	533191
		9,875.86*
EMERGENCY MANAGEMENT		
SABINE NECHES CHIEFS ASSOCIATION	300.00	533027
WALMART CAPITAL ONE	51.53	533178
		351.53*
MAINTENANCE-BEAUMONT		
M&D SUPPLY	41.21	533018
ACE IMAGEWEAR	279.43	533032
S.E. TEXAS BUILDING SERVICE	24,342.17	533033
WESCO DISTRIBUTION, INC.	327.85	533051
WORTH HYDROCHEM OF THE GULF COAST	290.00	533054
OTIS ELEVATOR COMPANY	2,808.46	533091
CENTERPOINT ENERGY RESOURCES CORP	723.01	533096
REPUBLIC SERVICES # 862	1,558.80	533130
FUNCTION 4 LLC	31.00	533144
VECTOR SECURITY	1,579.44	533145
REXEL USA INC	1,265.34	533151
ROESSLER EQUIPMENT CO INC	280.00	533202
MASSEY SERVICES INC	326.00	533216
		33,852.71*
MAINTENANCE-PORT ARTHUR		
CITY OF PORT ARTHUR - WATER DEPT.	1,571.61	532993
ARMADILLO GRAPHICS	385.00	533055
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	95.00	533106
FUNCTION 4 LLC	93.00	533144
PARKER'S BUILDING SUPPLY	25.99	533194
DYNAMIC POWER SYSTEMS	362.69	533209
		2,533.29*
MAINTENANCE-MID COUNTY		

PGM: GMCOMMV2	DATE 10-14-2025	PAGE: 8
NAME	AMOUNT	CHECK NO. 700 TOTAL
ENTERGY	2,960.98	533006
SANITARY SUPPLY, INC.	200.14	533028
SETZER HARDWARE, INC.	53.09	533031
ACE IMAGEWEAR	41.21	533032
REPUBLIC SERVICES # 862	83.13	533130
FUNCTION 4 LLC	31.00	533144
		3,369.55*
SERVICE CENTER		
CINTAS, INC.	73.73	532991
J.K. CHEVROLET CO.	132.52	533011
PHILPOTT MOTORS, INC.	125.42	533023
VIN'S PAINT & BODY, INC.	16,896.91	533063
JEFFERSON CTY. TAX OFFICE	16.75	533071
JEFFERSON CTY. TAX OFFICE	16.75	533072
JEFFERSON CTY. TAX OFFICE	7.50	533073
VOYAGER FLEET SYSTEM, INC.	28,185.48	533089
BUMPER TO BUMPER	3,804.05	533095
AIRPORT GULF TOWING LLC	300.00	533100
ADVANCE AUTO PARTS	319.17	533118
REPUBLIC SERVICES # 862	83.13	533130
DENNIS LOWE	486.45	533135
FUNCTION 4 LLC	31.00	533144
JCN OIL SERVICE	90.00	533165
TRIANGLE EQUIPMENT II LLC	520.00	533213
MASSEY SERVICES INC	72.50	533216
		51,161.36*
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	23.34	533078
FUNCTION 4 LLC	62.00	533144
		85.34*
		2,082,665.18**
MOSQUITO CONTROL FUND		
CITY OF NEDERLAND	50.09	532994
ENTERGY	589.08	533006
JACK BROOKS REGIONAL AIRPORT	306.69	533013
SETZER HARDWARE, INC.	45.87	533031
ACE IMAGEWEAR	164.09	533032
AT&T	45.98	533044
LJA ENGINEERING INC	3,100.00	533115
REPUBLIC SERVICES # 862	83.13	533130
TEXAS A&M AGRILIFE EXTENSION SERVIC	180.00	533134
FUNCTION 4 LLC	31.00	533144
O'REILLY AUTO PARTS	30.21	533156
BOEING DIGITAL SOLUTIONS, INC	432.00	533162
		5,058.14**
FAMILY GROUP CONFERENCING		
FUNCTION 4 LLC	31.00	533144
		31.00**
J.C. FAMILY TREATMENT		
MARY BEVIL	1,386.00	533167
		1,386.00**
SECURITY FEE FUND		
GALLS LLC	421.14	533127
		421.14**
LAW LIBRARY FUND		
FUNCTION 4 LLC	31.00	533144
		31.00**
SHSP/CCP2005/RURAL LAW EN		
LAKE COUNTRY CHEVROLET, INC.	108,530.40	533155
		108,530.40**
EMPG GRANT		
FUNCTION 4 LLC	51.60	533144
		51.60**
JUVENILE PROB & DET. FUND		

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NAME	10-14-2025	
	AMOUNT	CHECK NO. 701 TOTAL
KOMMERICAL KITCHENS	8,349.50	533016
VERIZON WIRELESS	65.62	533074
		8,415.12**
GRANT A STATE AID		
TCSI, LLC	28.18	533166
		28.18**
COMMUNITY SUPERVISION FND		
BEAUMONT TROPHIES	843.25	532989
CASH ADVANCE ACCOUNT	1,996.33	533014
UNITED STATES POSTAL SERVICE	41.44	533077
UNITED STATES POSTAL SERVICE	48.10	533078
JCCSC	1,607.00	533110
FUNCTION 4 LLC	62.00	533144
		4,598.12**
MISDEMEANOR PRE-TRIAL		
ODP BUSINESS SOLUTIONS, LLC	490.71	533191
		490.71**
COMMUNITY CORRECTIONS PRG		
FUNCTION 4 LLC	31.00	533144
		31.00**
DRUG DIVERSION PROGRAM		
FUNCTION 4 LLC	31.00	533144
		31.00**
SHERIFF'S TRAINING GRANT		
LEAN SERVICES LLC	850.74	533126
		850.74**
LAW OFFICER TRAINING GRT		
ENTERGY	357.95	533006
BROWNELLS, INC.	229.47	533058
ODP BUSINESS SOLUTIONS, LLC	248.53	533191
		835.95**
COUNTY CLERK - RECORD MGT		
JEFFERSON CTY. CLERK	30.00	532982
		30.00**
COUNTY CLK RECORDS ARCHIV		
JEFFERSON CTY. CLERK	30.00	532982
KOFILE TECHNOLOGIES INC	152,747.23	533114
IDOCKET.COM LLC	59,500.00	533220
		212,277.23**
DEPUTY SHERIFF EDUCATION		
CASH ADVANCE ACCOUNT	1,457.35	533014
PUBLIC AGENCY TRAINING COUNCIL	625.00	533026
		2,082.35**
CONST. PCT. 2 EDUCATION		
CASH ADVANCE ACCOUNT	1,573.93	533014
		1,573.93**
TAX OFFICE AUTO DEALER		
PREFERRED FACILITIES GROUP-USA, LLC	27,400.00	533174
WAVE SOLUTIONS LLC	6,267.54	533187
		33,667.54**
HOTEL OCCUPANCY TAX FUND		
CINTAS, INC.	461.07	532991
CITY OF BEAUMONT - WATER DEPT.	185.54	532992
AT&T	108.90	533044
TRIANGLE BLUE PRINT CO., INC.	778.00	533047
DISH NETWORK	146.44	533104
LANDSCAPER'S WHOLESALE MARKET	114.42	533112
REPUBLIC SERVICES # 862	304.13	533130
FUNCTION 4 LLC	339.83	533144
MASSEY SERVICES INC	335.00	533216
		2,773.33**
DISTRICT CLK RECORDS MGMT		

PGM: GMCOMMV2	DATE 10-14-2025	PAGE: 10
NAME	AMOUNT	CHECK NO. 702 TOTAL
FUNCTION 4 LLC	62.00	533144 62.00**
CAPITAL PROJECTS FUND		
MONUMENT CONSTRUCTORS	69,825.30	533098 69,825.30**
AIRPORT FUND		
SPIDLE & SPIDLE	1,723.11	532985
CINTAS, INC.	142.89	5332991
W.W. GRAINGER, INC.	179.18	5330003
ENTERGY	12,664.83	5330008
LOWE'S HOME CENTERS, INC.	1,529.23	5330883
DISH NETWORK	131.44	5331103
CRAWFORD ELECTRIC SUPPLY COMPANY	347.50	5331117
SOUTHEAST TEXAS PARTS AND EQUIPMENT	12.16	5331222
REPUBLIC SERVICES # 862	785.66	5331300
EAGLE PUMP & METERS INC	12,296.00	5331400
FUNCTION 4 LLC	62.00	5331444
IMAGE 360 BEAUMONT	1,261.86	5331544
TITAN AVIATION FUELS	20,254.70	5331588
WAVE SOLUTIONS LLC	109,561.00	5331877
ODP BUSINESS SOLUTIONS, LLC	419.40	5331911 161,370.96**
SE TX EMP. BENEFIT POOL		
SECURIAN LIFE INSURANCE COMPANY	23,762.45	5332006
MADISON NATIONAL LIFE INSURANCE COM	7,702.84	5332007
LIVINITI LLC	266,530.37	5332117
RXCOMPASS LLC	18,578.00	5332118
LANTERN SPECIALTY CARE	123.60	5332211 316,697.26**
SETEC FUND		
REPUBLIC SERVICES # 862	1,775.00	5331300 1,775.00**
LIABILITY CLAIMS ACCOUNT		
JEFFERSON CTY - WORKERS COMP	6,664.56	5332011 6,664.56**
WORKER'S COMPENSATION FD		
JEFFERSON CTY - WORKERS COMP	26,395.62	5332011 26,395.62**
PAYROLL FUND		
JEFFERSON CTY. - FLEXIBLE SPENDING	19,281.93	5329633
CLEAT	3,539.00	5332964
JEFFERSON CTY. TREASURER	11,308.68	5332965
INTERNAL REVENUE SERVICE	6,208.00	5332966
JEFFERSON CTY. COMMUNITY SUP.	6,194.39	5332967
JEFFERSON CTY. TREASURER - HEALTH	590,329.72	5332968
JEFFERSON CTY. TREASURER - PAYROLL	2,154,601.92	5332969
JEFFERSON CTY. TREASURER - PAYROLL	712,530.31	5332970
POLICE & FIRE FIGHTERS' ASSOCIATION	2,948.36	5332971
TEXAS CHILD SUPPORT SDU	415.38	5332972
JEFFERSON CTY. TREASURER - TCDS	849,643.39	5332973
JEFFERSON COUNTY TREASURER	3,629.57	5332974
JEFFERSON COUNTY - TREASURER -	11,224.47	5332975
NECHES FEDERAL CREDIT UNION	31,326.65	5332976
JEFFERSON COUNTY - NATIONWIDE	59,827.56	5332977
ALLSTATE BENEFITS	8,890.73	5332978
SECURIAN LIFE INSURANCE COMPANY	1,145.91	5332979
CHUBB	5,040.15	5332980 4,472,086.12**
LANGUAGE ACCESS FUND		
RUBEN ZAPATA	600.00	533199 600.00**
ARPA CORONAVIRUS RECOVERY		
W. JEFFERSON COUNTY M.W.D.	388,858.49	533052
JEFFERSON COUNTY:REVISION	15,607.42	533205 404,465.91**
GLO DISASTER RECOVERY		

PGM: GMCOMMV2	DATE	PAGE: 11
NAME	10-14-2025	
	AMOUNT	CHECK NO. 703 TOTAL
WHITELEY OLIVER ENGINEERING, LLC	952.00	533180
MARINE DIVISION		952.00**
ENTERGY	128.88	533006
JACK BROOKS REGIONAL AIRPORT	970.92	533013
SOUTHEAST TEXAS WATER	54.50	533034
SOUTHEAST TEXAS WATER	16.95	533035
TRI-CON, INC.	12,829.52	533049
THE DINGO GROUP-PETE JORGENSEN MARI	9,602.03	533105
INDUSTRIAL & COMMERCIAL MECHANICAL	7,965.00	533116
ARROW AVIATION CO LLC	32,295.05	533125
AERO PERFORMANCE	513.48	533193
		64,376.33**
SHERIFF - COMMISSARY		
MAVERICK COMMUNICATIONS, INC.	31,919.91	533020
WALMART CAPITAL ONE	904.55	533178
EPOXY FLOORS OF TEXAS INC	9,990.00	533219
		42,814.46**
DIVERSION/SHER SPIND MENT		
ATLAS TECHNICAL CONSULTANTS LLC	2,838.75	533214
		2,838.75**
		8,111,706.29***



PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners’ Court of Jefferson County, Texas, held on the ____ day of _____, 2025, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Proclamation was adopted:

Texas Extension Education Association (TEEA) Week

WHEREAS, the Texas Extension Education Association of Jefferson County believes strong families are basic to the wellbeing of Texas; and

WHEREAS, they have education programs that address critical needs impacting Texas families and communities; and

WHEREAS, they see education as a lifelong learning process; and

WHEREAS, they believe it is vital to develop leadership skills for personal growth in volunteers and opportunities for further development; and

WHEREAS, cultural, ethnic diversity and global awareness in programs and membership is present; and

WHEREAS, the Texas Extension Education Association cooperates with Texas A&M AgriLife Extension Service to attain mutual goals and October 12-18, 2025 is Texas Extension Education Association Week in Texas.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas does hereby proclaim the week of OCTOBER 12-18, 2025 TEXAS EXTENSION EDUCATION ASSOCIATION WEEK IN JEFFERSON COUNTY, TEXAS

Signed this ____ day of _____, 2025

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER BRANDON WILLIS
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER CARY ERICKSON
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

ORDER DESIGNATING POINT OF CONTACT REGARDING REQUESTS FOR PUBLIC INFORMATION

Pursuant to Section 552.234 AND 552.205, Government Code, the Commissioners Court must designate a point of contact for persons requesting that appropriate records and public information must be produced to the requestor.

Whereas, the Commissioners Court of Jefferson County deems it appropriate that the County Judge and his staff attorney be designated as Points of Contact who direct that each request for information be forwarded to the appropriate department that will provide the requested information, as required by Chapter 552, Texas Government Code and the responding department will notify the County Judge and his staff attorney of their compliance; and

Whereas, Jefferson County is required to post that Requests for Public Information may be submitted by email, fax or in letter form.

It is Hereby Ordered, that the County Clerk will post a Public Notice and that a website will be established on the Jefferson County Website as pocpia@jeffersoncountytexas.gov for requests by email, requests may be faxed to 409-8392311 and letter requests will be received at 1149 Pearl St., Beaumont, TX 77701.

It Is Further Ordered that each department and elected official of Jefferson County will designate a person who has been appropriately trained to timely comply with the requirements of the Public Information Act who will promptly respond to each request for public information submitted to that department or official and also provide the "Points of Contact" with a record of their response.

Signed this 14th day of October, 2025

Jeff R. Branick, County Judge

Attest: County Clerk





2026 County Holidays

January 1 (Thursday)
New Year's Day

January 19 (Monday)
Martin Luther King, Jr. Day

April 3 (Friday)
Good Friday

May 25 (Monday)
Memorial Day

June 19 (Friday)
Juneteenth Day

July 3 Observed (Friday)
Independence Day

September 7 (Monday)
Labor Day

November 11 (Wednesday)
Veteran's Day

November 26 & 27 (Thursday &
Friday) Thanksgiving

December 24 & 25 (Thursday &
Friday)
Christmas Eve & Christmas Day

Order Regarding Pay for Election Judges and Clerks

Whereas, the Commissioners Court of Jefferson must approve payments to compensate those who serve as Election Judges and Clerks for their services during elections pursuant to Sec. 32.091-32.094, Texas Election Code; and

Whereas, the Commissioners Court of Jefferson is aware that an adequate number of Election Judges and Clerks will be willing to serve in their respective capacities unless they are adequately compensated; and

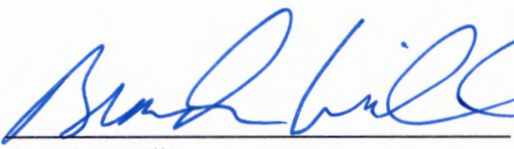
Whereas, there has been no increase in pay for these necessary workers for several years.

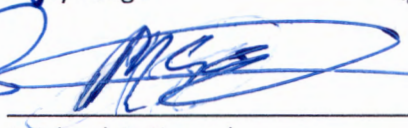
Therefore, the Commissioners Court of Jefferson County does approve and Order, for the election to general election be held in November, 2025, that the Election Judges shall receive eighteen (\$18.00) dollars per hour and the Election Clerks shall receive sixteen (\$16.00) dollars per hour.

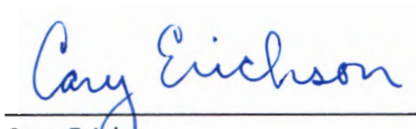
Signed this 14 day of October, 2025

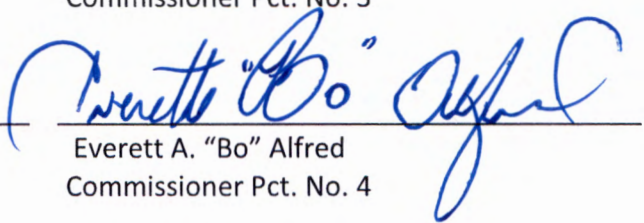

JEFF R. BRANICK
County Judge




Brandon Willis
Commissioner Pct. No.1


Michael S. Sinegal
Commissioner Pct. No. 3


Cary Erickson
Commissioner Pct. No. 2


Everett A. "Bo" Alfred
Commissioner Pct. No. 4

To: Honorable Judge Jeff Branick

From: Lt. Lance Tiner

Re: FY 2026 Interlocal Agreement for the Southeast Texas Auto Theft Task Force

Judge Branick,

Attached for your consideration is the FY 2026 Interlocal Agreement with the Southeast Texas Auto Theft Task Force, as a requirement by the Motor Vehicle Crime Prevention Authority, for the FY2026 grant. I am requesting your signature on page 16 of the attachment. Once the document has been signed, you may return the signed copy/attachment by email or please contact me and I will have someone pick it up. Please do not return the document by fax, as it distorts the quality of the document. If you have any questions, please call my office or cellular number listed below. Once the signed form is received, a complete copy will be provided for you. Thank you for your time, in this matter.

Respectfully,

Lieutenant Lance Tiner
Beaumont Police Department
SE Texas ATTF
(409)842-1522 Office
(409) 673-4620

City of Beaumont Taskforce Grant Application for Fiscal Year 2026

**The Application was submitted by Kenneth Williams at 4/16/2025 9:27:08 AM and is now locked.
The confirmation Number is 2025041600436.**

Primary Agency / Grantee Legal Name: *City of Beaumont*

Organization Type: *Law Enforcement*

Organization ORI (if applicable): *TX1230100: BEAUMONT PD (MIP)*

Program Title Please enter a short description of the proposed program that can be used as the title.

Southeast Texas Auto Theft Task Force

Application Category (See **Request for Applications [RFA]** for category details and descriptions RFA Priority Funding Section):

New Grant - 2026 is the first year of the MVCPA Taskforce Grants. All 2026 grant applicants use the new grant category.

MVCPA Program Category (see **RFA** and TAC 43, 3 §57.14). Check all that apply.

- Law Enforcement, Detection and Apprehension
- Prevention, Anti-Theft Devices and Motor Vehicle Registration
- Reduction of the Sale of Stolen Vehicles or Parts
- Education Programs and Marketing

Taskforce Grant Participation and Coverage Area

Provide a General Description of the Participating and Coverage Area of this Grant Application

Jefferson County, Orange County, Hardin County, Jasper County, and all municipalities located within the aforementioned counties.

Define in the tables below the grant relationships and geographic area of the taskforce:

Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown. Use the *Add as Participating Agency* or *Add as Coverage Agency* button to populate the list.

Participating Agencies are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources. [Note: Interlocal/interagency agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

Coverage Agencies are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the taskforce. Letters of support with the application from the participating agencies are strongly recommended.

Participating Agencies	Coverage Agencies
TX1230000 JEFFERSON CO SO	TX1000000 HARDIN CO SO
TX1230100 BEAUMONT PD (MIP)	TX1000100 KOUNTZE PD
TX1230700 PORT ARTHUR PD (AE)	TX1000200 SILSBEE PD
	TX1000300 SOUR LAKE PD
	TX1000900 LUMBERTON PD (IBR)

TX1210000 JASPER CO SO
 TX1210100 JASPER PD
 TX1210200 KIRBYVILLE PD
 TX1230300 GROVES PD
 TX1230500 NEDERLAND PD
 TX1230800 PORT NECHES PD
 TX1231000 LAMAR UNIVERSITY PD
 TX1810000 ORANGE CO SO
 TX1810100 BRIDGE CITY PD
 TX1810200 ORANGE PD
 TX1810300 PINEHURST PD
 TX1810400 VIDOR PD
 TX1810500 WEST ORANGE PD
 TX1810800 ROSE CITY PD

• **Other Coverage** (Use if ORI not listed or explanation is necessary.):

Kirbyville PD is a small agency in Jasper County, between Silsbee and Jasper, located on SH96. Bridge City ISD PD, Vidor ISD PD, and Beaumont ISD PD are also school district police departments that are located in the SE Texas ATTF coverage area.

Resolution: Complete a Resolution and submit to local governing body for approval. [Sample Resolution](#) is found in the Request for Application or send a request for an electronic copy to grantsMVCPA@txdmv.gov. The completed and executed Resolution must be attached to this on-line application.

Grant Budget Form

MVCPA recommends that the applicant complete the total costs (MVCPA and Cash Match combined) for this program. The applicant can then enter the desired amount of Cash Match (not less than 20% per TAC Title 43, Â§57.36). The system will then calculate the correct grant and match amounts.

Budget Entry Option:

Enter MVCPA and Cash Match Amounts

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
<i>Personnel</i>	\$314,131	\$0	\$314,131	\$319,860
<i>Fringe</i>	\$116,000	\$0	\$116,000	\$122,000
<i>Overtime</i>	\$30,000	\$0	\$30,000	
<i>Professional and Contract Services</i>	\$183,000	\$74,000	\$257,000	
<i>Travel</i>	\$15,050	\$880	\$15,930	
<i>Equipment</i>	\$3,600	\$900	\$4,500	
<i>Supplies and Direct Operating Expenses (DOE)</i>	\$98,460	\$77,050	\$175,510	\$10,440
Total	\$760,241	\$152,830	\$913,071	\$452,300
Cash Match Percentage		20.10%		

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Personnel						
Program Director / Commander	Investigator/LEO	100	\$0	\$0	\$0	\$124,380
Program Manager / Supervisor	Investigator/LEO	100	\$114,504	\$0	\$114,504	
Investigator 1	Investigator/LEO	100	\$100,680	\$0	\$100,680	
Investigator 2	Investigator/LEO	100	\$98,947	\$0	\$98,947	
Investigator 3	Investigator/LEO	100	\$0	\$0	\$0	\$98,280
Investigator 4	Investigator/LEO	100	\$0	\$0	\$0	\$97,200
Total Personnel		600	\$314,131	\$0	\$314,131	\$319,860
Fringe						
Program Director / Commander	Investigator/LEO		\$0	\$0	\$0	\$45,000
Program Manager / Supervisor	Investigator/LEO		\$40,000	\$0	\$40,000	
Investigator 1	Investigator/LEO		\$38,000	\$0	\$38,000	
Investigator 2	Investigator/LEO		\$38,000	\$0	\$38,000	
Investigator 3	Investigator/LEO		\$0	\$0	\$0	\$39,000
Investigator 4	Investigator/LEO		\$0	\$0	\$0	\$38,000
Total Fringe			\$116,000	\$0	\$116,000	\$122,000

Description		Pct Time	MVCPA Funds	Cash Match	Total	711 In-Kind Match
Overtime						
Program Director / Commander	Investigator/LEO		\$5,000	\$0	\$5,000	
Program Manager / Supervisor	Investigator/LEO		\$5,000	\$0	\$5,000	
Investigator 1	Investigator/LEO		\$5,000	\$0	\$5,000	
Investigator 2	Investigator/LEO		\$5,000	\$0	\$5,000	
Investigator 3	Investigator/LEO		\$5,000	\$0	\$5,000	
Investigator 4	Investigator/LEO		\$5,000	\$0	\$5,000	
Total Overtime			\$30,000	\$0	\$30,000	
Professional and Contract Services						
Jefferson County	Investigator/LEO - personnel	100	\$87,000	\$0	\$87,000	
Port Arthur	Investigator/LEO - personnel	100	\$96,000	\$0	\$96,000	
Jefferson County	Investigator/LEO - fringe	100	\$0	\$35,000	\$35,000	
Port Arthur	Investigator/LEO - fringe	100	\$0	\$39,000	\$39,000	
Total Professional and Contract Services		400	\$183,000	\$74,000	\$257,000	
Travel						
Annual TAVTI	Law enforcement In-State		\$5,300	\$0	\$5,300	
MVCPA Board Meetings	Law enforcement In-State		\$0	\$880	\$880	
Auto Crime Related Training	Law enforcement In-State		\$3,000	\$0	\$3,000	
Investigative or Administrative	Law enforcement In-State		\$1,500	\$0	\$1,500	
MVCPA Conference / Grant Award / Board Meeting	Law enforcement In-State		\$5,250	\$0	\$5,250	
Total Travel			\$15,050	\$880	\$15,930	
Equipment						
Rugged laptop computer (2)			\$3,600	\$900	\$4,500	
Total Equipment			\$3,600	\$900	\$4,500	
Supplies and Direct Operating Expenses (DOE)						
Office & Warehouse Lease			\$55,000	\$0	\$55,000	
Office Utilities			\$6,600	\$0	\$6,600	
Office Field and Operational Supplies			\$12,000	\$0	\$12,000	
Office Phone and Data Service			\$6,060	\$0	\$6,060	
Bait and Tracking Air Time			\$1,380	\$0	\$1,380	
Cell Phone Service			\$3,480	\$0	\$3,480	
Vehicle Lease 1			\$10,440	\$0	\$10,440	
Vehicle Lease 2			\$0		\$0	\$10,440
Vehicle Fuel, Maintenance and Repair:BPD			\$0	\$50,400	\$50,400	
TAVTI Registration Fees			\$1,500	\$0	\$1,500	
Public Education and Awareness (Billboards)			\$0	\$26,000	\$26,000	
4- Covert Trackers Annual Service			\$2,000	\$0	\$2,000	
Auto Crimes Related Training Fees			\$0	\$650	\$650	
Total Supplies and Direct Operating Expenses (DOE)			\$98,460	\$77,050	\$175,510	\$10,440

Budget Narrative

A. Personnel

Narrative: Personnel: Commander: The Task Force commander will hold the rank of Lieutenant of the Beaumont Police Department and serve as the Program Director; oversee all task force personnel and associated task force operations; manage financial affairs pertaining to the grant; compile weekly payroll; direct task priorities, establish expectations and ensure accountability; work jointly with

Budget Narrative

MVCPA, Beaumont Chief of Police, Beaumont CFO Office and its grant coordinator and the program manager to sustain grant compliance and ensure positive outcomes; liaison with officials of participating and coverage agencies; attend appropriate meetings, seminars, training and webinars; administer or supervise any official task force webpage or social media presence; function as the official Task Force spokesperson and media contact; ensure that required MVCPA reports are submitted by the program manager; monitor progress and document accordingly; and delegate assignments to personnel as needed. The Commander will spend 100% of work hours on task force and grant related activities or objectives. The position will be funded as an In-Kind Match. All fringe benefits will be cash matched. Only actual figures will be submitted. Supervisor: The Task Force supervisor will hold the rank of Sergeant of the Beaumont Police Department and serve as the Program Manager; supervise task force investigators, monitor law enforcement activities in a front line basis, schedule personnel, set goals, manage after hour callouts, review and assign offense reports; analyze intelligence for trends or patterns; complete paperwork, organize special operations, including overt and covert activities as well as proactive enforcement; assess risk; assign tasks and data collection reports to investigators; compile and draft activity summaries for periodic reports; complete and submit MVCPA quarterly reports; assist investigators, and perform additional duties or assignments as directed by the Program Director. The supervisor will dedicate 100% of work hours to task force duties or functions. The supervisor position will be MVCPA funded and based on actual figures. Beaumont Police Investigators (1-4): The BPD investigators will conduct investigations of auto-related cases as assigned, prepare and present completed cases to the District Attorney identify and develop suspects; recover stolen vehicles and property associated with auto-related crimes; write, get approved and execute appropriate search warrants; assist with other cases outside of Beaumont within the coverage area, as well as, assisting with any cases outside that area that will further investigations for the task force, or with other auto theft task forces / agencies, that further the mission of reducing motor vehicle crimes in the State of Texas. They will also make recommendations to the task force supervisor on special operations based on intelligence and trends, liaison and convey intelligence to the appropriate agencies in and out of the coverage area, complete seizure and auction paperwork, assist with special operations; Conduct 68(A) inspections, salvage yard and repair shop inspections; and complete other duties and assignments assigned by the Program Manager or Program Director. Pursuant to Taskforce goals and MVCPA expectations, as individually assigned, investigators will also develop and present crime prevention and awareness presentations; conduct media interviews; disseminate public information on taskforce accomplishments or cases; upon approval by Commander or Supervisor, issue official press releases to media or agency public relations; email suspect BOLO reports inter-departmentally; attend relevant neighborhood association or community-led meetings; liaison with participating agencies; obtain and maintain crime statistics for coverage areas; as appropriate, mail or email case update notices to crime victims; assist other task force personnel with assigned duties including investigations, inspections, and back up; maintain all surveillance equipment and assist with its use during investigations or covert operations; cooperate with probation and parole offices to stay informed of the statuses of known auto crime recidivists; coordinate and conduct inspections of salvage dealers and repair shops within the scope of the taskforce jurisdiction as priorities permit; monitor local auctions where insurance-totaled vehicles are sold; in conjunction with the Supervisor, organize covert sting operations as needed to identify illegal activities by salvage dealers or repair shops; coordinate and conduct VTR-68A inspections; complete seizure paperwork, organize seized property inventory, prepare seized property for auction, and work closely with personnel who are associated with the process; and, complete other assignments as directed by the Supervisor or Commander. All fringe benefits will be cash-matched. All BPD investigators will devote 100% of work hours toward auto-crime and grant-related activities. Three (3) BPD salaries (Supervisor: \$114,504, Investigator 1: \$100,680, and Investigator 2: \$98,947) will be funded by MVCPA, totaling \$314,131. Three (3) will be an in-kind match. Only actual figures will be submitted. The commander's salary (\$124,380) and the two investigator salaries (Investigator 3: \$98,280 and Investigator 4: \$97,200) will total \$319,860 for In-Kind Match.

B. Fringe

Narrative: Fringe: Fringe benefits include FICA, retirement withholding, and health insurance. City of Beaumont withholds FICA - Med at rate of 1.45% (except a Sgt. who was hired before April 1, 1986). TMRS Retirement withholdings including agency contributions: City of Beaumont (20.70% Rate). Only actual figures will be submitted. The In-Kind match will cover the commander (\$45,000), and two BPD investigators (\$39,000 and \$38,000) respectively in Fringe, for a total of \$122,000.

C. Overtime

Narrative: In most circumstances, task force personnel will flex hours to accommodate events or unexpected incidents that require an extended period of work beyond what is scheduled. There are however occasions where overtime will be required and unavoidable due to the complexity of an incident; the hour it originated; the inability to flex the time due to personnel already having met the 40-hour limitation per week; or, stipulations of a Collective Bargaining Labor Contract. During the 2022-2024 grant, task force personnel were paid \$21,247.00 for overtime involving motor vehicle crime investigations, surveillance and direct grant related activities. It could be reasonably forecast that there would be double the amount of overtime expended in the upcoming grant year. This is due to the plans of expanding the Task forces Pro-active operations, over and above, what is already being done and wage increases over the last year. Planning and executing more operations will result in more Motor Vehicle Theft investigations. That would equate to approximately \$5,000 per investigator / Program Manager / Supervisor per year, raising the amount for overtime to \$30,000 total.

D. Professional and Contract Services

Narrative: Professional and Contract Services: The Investigators (PAPD, JCSO) will lead investigations of auto-related cases as assigned by each investigator's respective agency; prepare and present completed cases to the District Attorney; identify and develop suspects; recover stolen vehicles and auto-crime property; prepare and execute applicable search warrants; complete seizure paperwork; make recommendations to the Supervisor on special projects based on identifiable trends; forward information on suspects and trends to the Supervisor; assist with special projects and operations; complete any data collection reports as assigned by Supervisor; assist with 68A inspections and inspections of salvage yards and repair shops when necessary; and, complete other duties or assignments as directed. All contracted Task Force Officers will assist on auto-related cases and operations within coverage jurisdiction. JCSO and PAPD salaries will be fully funded by MVCPA (\$87,000 + \$96,000 = \$183,000). Only actual figures will be submitted. Fringe benefits include FICA, retirement withholding, and health insurance for all contributing agencies. Workers Compensation and TEC figures for Jefferson County and the City of Port Arthur. Workers Comp and TEC are figured together for Jefferson County at 5% whereas The City of Port Arthur is at 2% (WC) and 4% (TEC) respectively. FICA is withheld at a rate of 7.65%. Retirement withholdings including agency contributions are taken at the following rates: Jefferson County (14.9%), City of Port Arthur (13.1%). Health insurance for Jefferson County will be about \$15,000 for FY24 and Port Arthur will be about \$16,000 for FY24.

Participating agencies are expected to submit only actual figures up to a maximum cash match up to \$35,000 (JCSO) and \$39,000 (PAPD), respectively, for a total cash match of \$74,000.

E. Travel

Narrative: The Annual TAVTI Conference / Board Meeting (\$5300): Estimated price is \$140 per room per night (\$700 per week (5 days) per person for 4 nights and 6 attendees; one attendee has lodging paid for by TAVTI, due to a position on the TAVTI Executive Board, but does not include per diem) for a total of \$3500 for lodging. The estimate for per diem is based on the current GSA for Houston at \$60 per day per person ($60 \times 5 \times 6 = \1800). The conference attendees would include Task Force investigators, the supervisor and the commander, all of which are law enforcement personnel and are funded by the grant, cash matched or in-kind matched. MVCPA Workshops / Board Meetings (\$800): Estimated price per night \$173 per room. Estimating the budget for potentially 4 separate occasions. One room for 3 nights ($4 \times 173 = \$700$). The current GSA (2023) per diem rate for Austin is estimated at \$60 a day per person ($60 \times 3 = 180$) (Per diem @ \$180 = Rooms @ \$700 = \$880). Attendees would include the program manager or the program director, who are law enforcement personnel whose salaries are completely funded by grant funds or in-kind match. Auto Theft Training (\$3700): Potential training for any newly assigned investigator(s) or other training suitable for current task force members. Estimated price per night is \$140 per room. One room for five nights ($140 \times 5 = 700$) and estimating for the possibility of three training opportunities ($3 \times 700 = \$2100$). Per Diem estimated at \$60 per person ($60 \times 5 \times 3$ attendees = \$900). Estimated training fees of \$650 Shown in SDOE). Attendees would include any task force member in need of training who is either funded directly by the grant, cash matched or an in-kind match of the grant. Only actual figures will be submitted if this line item is used. Unplanned Investigative or Administrative Travel (\$1500): During the course of the grant year, unplanned meetings may be scheduled or investigations lead out of town and become an unfunded expense. If needed, only law enforcement personnel listed on the MVCPA grant will use these funds for purposes that have been approved prior to any travel. These purposes will be directly related to fulfilling grant objectives or purposes. These funds are being designated to prevent budget adjustments for unexpected travel. Only actual costs, if any, will be filed for reimbursement. MVCPA Conference / Board Meeting / Grant Award (\$5250): Attendees will be law enforcement task force members and at least one Financial Officer that oversees the grant for the City of Beaumont. Four attendees which are the Program Director, Program Manager and two task force investigators and at least one civilian financial officer from the City of Beaumont that oversees the grant. Room price is estimated at \$150 per night. ($150 \times 5 \times 5 = \3750) Per diem is estimated at \$60 per person per day ($60 \times 5 \times 5 = \$1,500$). These are estimates, not allocations. Only actual costs will be submitted for reimbursement. The total amount for conference and board meetings is \$5250.

F. Equipment

For FY 2026 we are requesting the purchase of two new Rugged laptops, for the commander and the supervisor of the Task Force. This will allow us to monitor the operations of the bait vehicles, drones, and also to assist us in the administrative functions, in the day-to-day operations of the Task Force. The total requested expenditure for the laptops is \$4500 (\$2250 each). The Rugged laptops have 16 GB RAM, 512 GB SSD hard drive, with cellular case, and wireless Mouse. Each laptop will also include air time, for internet use in the field, for night time operations, when it would be needed for officers to have internet access to access ISO (NICB, web based platforms for the bait vehicle, trackers, and drones. It will also allow us to access FUSUS and Flock systems, already in existence. The requested MVCPA funding for the Laptops is \$3600, with a \$900 Cash Match.

G. Supplies and Direct Operating Expenses (DOE)

Narrative: Supplies and Direct Operating Expenses (DOE): Office Lease (\$55,000): The current lease is for two neighboring sections of the same building, owned by the same lessor. One section (Suite C) is office space for investigators and a portion is garage space, which houses a vehicle lift used for assistance in vehicle inspections and / or investigations. The other section (Suite D) is warehouse space for storage of seized property pending court dispositions, recovered stolen property, task force vehicles, other task force property, such as tools, equipment and other supplies. Based on the current lease, monthly payments are \$4,407, with any potential increase capped at \$55,000 per year. Office Utilities (\$6,600): Electricity, natural gas and water utilities for the two adjacent suites (C and D) average cost is approximately \$550 per month for a total annual cost of \$6,600. This is an estimate, not an allocation. Only actual costs will be submitted for reimbursement. Office, Field and Operational Supplies (\$12,000): These funds are utilized to procure standard office supplies such as printing paper, photo paper, digital media storage, toner, printer ink cartridges, materials for presentations, binding services, ink pens, letterhead, business cards and other essential office supplies. This is also for field and operational supplies which are needed such as paper towels, degreaser, paint stripper, paint, sandpaper, sanding blocks, acid restoration ingredients, hand cleaner, OBDII readers, computer accessories, vehicle accessories, mechanical tools, grinding wheels, disposable gloves, Task Force logo outerwear, digital graphics, website fees, signage, postage, shipping expenses, mechanical vehicle repair during travel, certified scale fees and any other non-inventory supplies needed for task force operations or duties. This line item is intended as a readily accessible fund for unexpected expenses to assist the task force without budget adjustments. These are estimates, not allocations. Only actual costs will be submitted for reimbursement. Office Phone & Data Service (\$6,060) This expense is for the multiple business lines (office phones and internet service) and a designated secure data line for city and county computers. The following are estimates of average usages and are not allocations. Only actual expenses will be submitted for reimbursement. Bait and Tracking Air Time (\$1,380): The Task Force bait vehicle system will require monthly GPRS communication. The Task Force also intends to operate a web-based camera system and tracker that each require purchased air time. These are estimates, not allocations. Only actual costs will be submitted for reimbursement. The Task Force has 4 "Tactitrac" Covert Trackers, used for attaching to bait and/or target vehicles (with a tracking warrant). The annual cost for 1 Year Unlimited Tracking & Alerts and Historical Data Retention for these 4 devices is \$499.99 per device, ($500.00 \times 4 = \2000.00). Cell Phone Service (\$3,480): Service cost based on reasonable monthly average allowance of \$40 per month. There are eight task force members, which would total \$3,840 annually. These are estimates, not allocations. Only actual costs will be submitted for reimbursement. Vehicle Lease 1 (\$10,440) & Vehicle Lease 2 (\$10,440) are calculated at \$870 per month based on a local dealer estimate for a statewide leasing program to law enforcement agencies. The Beaumont Police Department currently provides two lease vehicles for investigators as part of the Task Force fleet. Vehicle Lease 1 will be submitted for reimbursement. Vehicle Lease 2 will be shown as In-Kind Match (\$10,440.00). Fuel, Maintenance, & Repair (\$48,150): Fuel costs are estimated based on 14,000 miles per year, 14 miles per gallon @ \$2.75 per gallon, totaling approximately \$2,750 per vehicle, per year. Oil changes and other maintenance costs are estimated at \$2,600 per vehicle, per year to include expendables such as tires, brakes, shocks, or other necessary repairs. Combining estimates result in an average cost of \$5350 per year multiplied by nine (9) vehicles totaling \$48,150. Only actual costs will be submitted for reimbursement. TAVTI Conference Registration Fees (\$1500): Fees for up to six (6) taskforce members to attend the annual

Budget Narrative

conference and membership dues. Auto Crimes related training Fees (\$650): These fees would be for any newly assigned personnel training; current personnel who might get additional training which would further the mission of investigating Motor Vehicle Crimes. Public Education and Awareness Billboard Campaign (\$20,000) This campaign will be geared toward educating the public and increasing awareness of how to avoid becoming a victim of Motor Vehicle Crimes. The strategy is to focus on motor vehicle owners, hence the billboards, which will be in high profile areas of the freeways and roadways in the coverage area. The billboards will convey messages to citizens to remember and practice locking vehicles, taking valuable items out of vehicles, especially firearms, taking keys out of vehicles and not leaving vehicles running. The campaign will involve rotating billboards to new locations and digital billboards.

Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

Source of Cash Match

Jefferson County	Subgrantee	\$35,000
City of Port Arthur	Subgrantee	\$39,000
City of Beaumont	Grantee	\$78,830
Total Cash Match		\$152,830

Source of In-Kind Match

City of Beaumont	Grantee	\$452,300.00
Total In-Kind Match		\$452,300.00

Statistics to Support Grant Problem Statement

Reported Cases	2023			2024		
	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)
Beaumont PD	392	883	8	281	791	5
Jefferson County SO	62	43	0	37	6	0
Port Arthur PD	182	220	0	120	182	0
Groves PD	26	19	0	14	16	0
Nederland PD	19	32	0	23	24	0
Port Neches PD	4	17	0	11	14	0
Hardin County SO	66	25	0	76	22	0
Kountze PD	2	0	0	3	0	0
Silsbee PD	17	6	0	7	6	0
Sour Lake PD	1	1	0	1	0	0
Lumberton PD	13	13	0	6	10	0
Jasper County SO	28	7	0	20	2	0
Jasper PD	12	20	0	16	14	0
Kirbyville PD	0	0	0	0	0	0
Lamar University PD	4	0	0	1	2	0
Orange PD	59	37	0	40	39	0
Orange County SO	66	23	0	67	9	0
Vidor PD	25	14	0	14	19	0
Pinehurst PD	3	5	0	1	3	0
West Orange PD	6	1	0	1	3	0
Rose City Marshall	6	1	0	3	1	0
Bridge City PD	8	7	0	9	15	0
Bridge City ISD PD	0	0	0	0	1	0
Beaumont ISD PD	0	0	0	0	0	0
Vidor ISD PD	0	0	0	0	0	0

Application Narrative

Grant Introduction (Executive Summary) and General Information

- 1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)

The Southeast Texas Auto Theft Task Force has provided a multi-agency, multi-jurisdictional effort to reduce motor vehicle crimes within Jefferson, Orange, Hardin, and Jasper Counties since 1993. The Task Force is staffed by sworn personnel from Beaumont Police Department, Port Arthur Police Department and the Jefferson County Sheriff's Office. The Southeast Texas Auto Theft Task Force has been and will continue to be the tip of the spear in the fight to reduce the incidence of motor vehicle crimes and make an impact on the communities in the project area by; developing suspects through the use of intelligence gathering from case intake and law enforcement, information received and /or solicited from the community, analyzing crime patterns and trends and acting on the intelligence gathered. The actions include, but are not limited to; surveillance, covert operations, internet sources, other law enforcement agencies, Crime Stoppers program, use of the media, salvage and repair business inspections and VTR68(A) inspections. The goal as always is to reduce the occurrence of motor vehicle crimes in the project area by identifying and arresting the actors in these crimes, as well as recovering stolen property. The Task Force will also work with the Judicial system to see that the cases presented, are thoroughly investigated and offenders are prosecuted to the fullest extent possible. Crime prevention awareness and education presentations and involvement in the community through other law enforcement events and programs, will be utilized in order to promote the message of preventing and reducing motor vehicle crimes to the citizens of our communities. These efforts will continue to have an impact on the citizens and businesses in the project area, by reducing the incidence of motor vehicle crimes, ensuring thorough investigation and prosecution of offenders, educating the citizens on how to reduce the chances of being a victim and fostering relationships with the law enforcement agencies in and out of the coverage area, allowing our communities to have a safe and more secure quality of life.

- 1.2 Describe the taskforce governing, organization and command structures. Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)?

The Southeast Texas Auto Theft Task Force is a part of the Beaumont Police Department Criminal Investigations Division. The Division has a Captain, with Lieutenants over each of the units in the Division. The Auto Theft Task Force has a Lieutenant over the unit, that is also designated as the Commander / Program Director. The Lieutenant is responsible for oversight of all aspects of the Auto Theft Task Force and the grant. The Task Force Commander has a Sergeant that is designated as the Supervisor / Program Manager. The Sergeant is responsible for case assignments, monthly reports, quarterly progress reports and all other daily / weekly / monthly supervisory duties pertaining to case investigations, proposed activities or operations which further the grant goals and ensure that they are met. Investigators are responsible for case investigations and all other duties that are assigned. There are four investigators from the Beaumont Police Department, one investigator from the Jefferson County Sheriff's Department and one investigator from the Port Arthur Police Department. There will be Interlocal agreements in place with each of the four counties included in the coverage area, as well as the participating sub-grantee Departments, Jefferson County Sheriff's Department and Port Arthur Police Department. There will also be letters of agreement with the District Attorney's of each county in the coverage area. The four-county project area is comprised of numerous communities and according to the most recent US Census estimate (2020) the counties have a combined population of approximately 430,000, with nearly 60% residing in Jefferson County. The four-county project area is located in the southeast corner of the state, with a combined area of 2,361 square miles. There are 22 law enforcement agencies in the coverage area. The major roadways which bisect the coverage area are as follows: Interstate 10 goes directly through Orange and Jefferson Counties, and is the major southern coast to coast interstate highway in the United States. Highway 90 is also a major highway which cuts through the center of the City of Beaumont east to west. State Highway 105 also comes through Beaumont from the northwest. Highway 69/96/287 is the major north south highway coming directly through Jasper and Hardin counties into Beaumont and Port Arthur. There is also Highway 73, which runs south closer to the coast of the Gulf of Mexico. The Port of Beaumont, the port of Port Arthur and the Port of Orange are also in the coverage area. The Coverage area is bounded by the Gulf of Mexico to the south and the Neches and Sabine Rivers to the East abutting the Louisiana state line in Orange County. Beaumont is the largest city along Interstate 10 between Houston and Baton Rouge, LA. There are over 100,000 vehicles per day that pass through the city limits of Beaumont on Interstate 10. (TXDOT TTP Web Viewer AADT) TXDOT reported there were over 390,000 vehicles registered within our four-county coverage area in 2024. More than half of these vehicles are in Jefferson County, which is primarily urban and suburban areas. There were 1,001 auto thefts reported in the four-county project area for 2023 and 751 auto thefts reported for 2024. (Numbers obtained from Texas DPS Crime in Texas On- Line) The entire population of the coverage area will be served by the task force. The amount of service will be dictated by the need for assistance from agencies in the coverage area, investigations that lead to different specific areas and on the rise or fall in the frequency of motor vehicle crimes in that specific community or geographic area.

Grant Problem Statement

- 2.1 Provide an assessment of the burglary from a motor vehicle (including theft of parts) problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

There were more than 2500 auto burglaries and thefts from vehicles reported in the coverage area during 2023-2024. These crimes equate to a large financial loss for the citizens and businesses of the coverage area. There was a slight reduction in auto burglaries for the entire project area in 2024. The auto burglary trends that have been noted in the past still remain the same. Unlocked car doors are the overwhelming majority of the auto burglaries reported and firearms, cash, electronics, purses, backpacks and credit cards are all higher priority targets. The City of Beaumont reported in 2023 that there were 883 auto burglaries and 152 firearms reported stolen from vehicles, of which 127 of those firearms were taken from unlocked vehicles, with 25 of firearms taken where force was used to gain entry. That means more than 85% of all firearms taken in auto burglaries were taken from unlocked vehicles. The City of Beaumont reported in 2024 that there were 791 auto burglaries and 153 firearms stolen from vehicles, of which 137 were taken from unlocked vehicles, with 16 firearms taken where force was used to gain entry. That means 89% of all firearms taken were taken from unlocked vehicles. These numbers and percentages have remained steady for the last five years. Predatory theft

(Jugging) from vehicles has remained steady, though it is down somewhat from years past. The vast majority of these targeted BMV's involve actors from Houston, usually in a rented vehicle with a paper plate and actors dressed in non-descript clothing, with masks and gloves, making the ability to solve the crimes difficult. Juveniles continue to be a pervasive problem, working in groups and "Car-Hopping" through parking lots and neighborhoods. These juvenile offenders are responsible for a substantial percentage of the firearm thefts and as stated in the past, difficult to identify and very rarely serve any time in a correctional facility. These stolen firearms have been and are being used in drive-by shootings and other juvenile gang violence. The Southeast Texas Auto Theft Task Force works diligently with the Juvenile Division of the Beaumont Police Department and has had good success by collaborating on the juvenile crime issue, pertaining to the motor vehicle crime problem in the area. This, however, is an on-going issue which is perpetuated every year with new offenders and repeat offenders as they become adults. A significant portion of the Auto Burglaries reported are attempted auto thefts, targeting Kia and Hyundai vehicles. These BMV's comprised 11% of all auto burglaries in 2023 and 7% in 2024.

- 2.2 Provide an assessment of the motor vehicle theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

The Southeast Texas Auto Theft Task Force coverage area did experience a slight reduction in Motor Vehicle Theft between 2023 and 2024. There were 1,001 auto thefts reported in the four-county project area for 2023 and 751 auto thefts reported for 2024. This is a 24% decrease in the auto theft rate, which according to NICB is a national trend, denoting an overall national decrease of 17% for 2024. The reduction for the coverage area, can in part be attributed to a reduction in the thefts of Kia and Hyundai vehicles. Many of the offenders in these cases, mostly juveniles, reached the age of 17 and were dealt with as adults in UUMV cases, as well as other types of crimes and were actually spending some time in jail or prison. This definitely affected the decrease in the Kia / Hyundai thefts. Actors are still using stolen vehicles to commit other motor vehicle crimes. This usually entails what starts as a auto burglary and the actors find a key in the vehicle, or in the case of Kia or Hyundai, they break the column and steal the vehicle. This starts a cycle which includes picking up other actors and repeating the process, potentially ending up with numerous BMV's and UUMV's in one crime spree. In many instances the stolen vehicles are hidden in wooded areas or at abandoned houses and stored for a later time and another crime spree. Juveniles and juvenile gangs are still a factor and have required task force personnel to maintain a constant intelligence exchange with the juvenile division of the Beaumont Police Department, in order to target and identify these juvenile actors. The Southeast Texas Auto Theft Task force has worked extensively with the Jefferson County DA's Office as well as the other Counties DA's Offices and have made headway in getting cases presented and accepted by the DA's in the coverage area. The real issue is getting sentencing commensurate with the crimes. Convictions on good cases are occurring, the length of the terms of confinement are not increasing overall, creating the "In-and Out" for offenders of Motor Vehicle Crimes. The same holds true in the Juvenile system. Motor Vehicle Thefts disrupt everyday life for the working men and women in the communities that the Southeast Texas Auto Theft Task Force serves. The citizens not only feel less secure, they are also forced into circumstances that cause them to miss work, the ability to get their children to school, even being able to get food for their families. Businesses also suffer from the inability to continue providing the services that they would normally supply, thereby affecting other businesses as well, causing a domino effect and in some instances crippling a business or independent businessman, whose sole means of providing the service is the vehicle that was stolen. This equates to an enormous economic impact on the citizens and businesses in the coverage area.

- 2.3 Provide an assessment of the fraud-related motor vehicle crime problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

The Southeast Texas Auto Theft Task Force has not noticed an increase in Fraud Related Motor Vehicle Crimes over the past years. There have been some title frauds, some insurance frauds and VIN frauds (Clones from out of the area). The 2023 grant year showed only eight fraud cases investigated by the task force. There were five FRMVC cases that the Task Force worked in 2023 grant year. With the increase of internet sales from dealerships, remarkably, this area has seen very few cases arise from these sales. The Task Force did successfully execute a controlled delivery in the current grant year, (2025) which originated in Houston and the fraudulent buyer wanted the vehicle, a 2021 Cadillac Escalade (valued at \$110,000.00) delivered to Beaumont. The Task Force made the arrest of the fraudulent buyer without incident, utilizing a covert operation. Title frauds have been minimal and almost all of the cases in the past have been vehicles purchased in Houston and brought to the Beaumont area to be registered, where it was discovered that the title(s) were in fact fraudulent, either through the DMV office or 68(A) inspections.

- 2.4 Provide an assessment of motor vehicle crime not covered above like insurance fraud, preventing stolen vehicles from entering Mexico, bridge/port stolen vehicle export crime, disruption of cartels and organized criminal enterprises related to motor vehicle crime, etc...

The Port of Beaumont has its own Police Department, as well as the Jefferson County Marine Unit and the U.S. Coast Guard, which patrols the Port of Beaumont and the Neches and Sabine Rivers. These rivers are the inlets from the Gulf of Mexico which actually puts the Port of Beaumont, 42 miles inland but is still a deep water Port. The Port of Beaumont is also served by three rail carriers, BNSF, Kansas City Southern and Union Pacific. The Port of Beaumont is primarily a bulk cargo port, meaning very few if any vehicles go through the port for transport. The vehicles that do go through the port are almost exclusively U.S. Military vehicles. The Port of Beaumont is one of the main ports in the nation used for Military equipment transportation due to its location on the Gulf of Mexico and it is the Headquarters for the U.S. Army's 842nd Transportation Battalion, which specializes in port logistics. The Southeast Texas Auto Theft task Force has a working relationship with the Port Police and are rarely, if ever, called upon by them in regard to a vehicle of interest. This is due to the type of cargo that enters and exits the port.

Grant Goals and Activities

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civilian staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals

below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the reimbursement being denied. 717

Part 1

3.1 Functions of the proposed program related to burglary from a motor vehicle (including theft of parts)

Strategy: Reduce the incidence of Burglary of a Motor Vehicle and Theft From a Vehicle / Catalytic Converter Theft Goals: - Identify and Target Offenders and Prolific Offenders - Collect Intelligence - Collaborate with Law Enforcement Agencies and other Organizations - Community Crime Prevention Campaign Activities: Identify and target Offenders and Prolific Offenders: Offenders in motor vehicle burglary and theft from a motor vehicle will be identified through analysis of incoming offense reports, intelligence gained from arrests, informants, other law enforcement agencies, surveillance observations, bait vehicle operations, repair shop inspections, salvage yard inspections, metal recycler inspections, as well as, parts resale location inspections. The Beaumont Police Department Real Time Crime Center, is also used to determine patterns or trends in these offenses, as well as identifying offenders and vehicles used in the commission of the crimes. The offenders will be the target of investigations based on the method of the crime (MO), types of vehicles burglarized, property taken, geographical location of the crimes and any information or evidence pointing to or linking them to the crime(s). Covert operations will be used to target burglary of a motor vehicle offenders, such as, buys of stolen property from auto burglaries, Bait Operations and predatory theft ("juggler") bait operations, to identify and determine if there is an organized criminal enterprise involved. Catalytic Converter Theft will be addressed as well. FLOCK Cameras and LPR's will be utilized as well as the Real Time Crime Center to collect and analyze data within time frames and determine if there is a viable suspect vehicle and or actor. Intelligence collection, analysis and collaboration with other law enforcement agencies, in and out of the coverage area will be essential. Developing relationships with privately owned businesses, in and out of the coverage area, that deal in catalytic converter sales or purchases, will be needed in order to obtain information or intelligence on potential or confirmed actors in these thefts. That type of networking is already in place and work is being done to expand those contacts. Collaboration with other law enforcement agencies and other organizations: Collaboration with law enforcement agencies in and out of the project area and other MVCPA Auto Theft Task Forces to determine crime trends, patterns, suspected offenders and recover stolen property, through intelligence sharing. This includes information or intelligence involving juvenile offenders. Assist other agencies with auto crime cases, which involve Burglary of a Motor Vehicle or Theft of Property or Parts from a Motor Vehicle. This collaboration will be necessary in determining if the crimes are being committed by an organized ring, if it is one individual or a crime of opportunity. The collaboration will also include the District Attorney's Offices in the jurisdictions affected, to help them understand the scope and importance of the crime(s) and provide any additional information that might be needed to properly prosecute the offender(s) for maximum result. Community Crime Prevention and Awareness is a component of the overall program. Information and instruction for the public is important to aid in the prevention of even one auto related crime. The Task Force will continue the efforts to educate the public in as many forums as are available; Neighborhood Association Meetings, Civic Organizations, Citizens Police Academy, Media Interviews, Police / Community Events, and Public Service Announcements through the Beaumont Police Department, along with Social Media and a Billboard advertising Motor Crimes Prevention campaign. The billboard advertising campaign will be as high profile as possible, focusing on Prevention tips to reduce burglary of a motor vehicle and presenting a constant reminder via the billboards. The goal will be educating the public on locking vehicles, removing items of value, especially firearms, as well as personal identification, taking the keys out of the vehicle and learning how to reduce the chances of becoming a victim of a Motor Vehicle Crime. This strategy will be to give constant reminders of Motor Vehicle Crime Prevention by a saturation of messages via billboards which specifically target motor vehicle owners in high profile areas along major freeways, and roadways in the coverage area, concentrating on the highest populated areas where exposure will reach the biggest audience.

3.2 Functions of the proposed program related to motor vehicle theft.

The Southeast Texas Auto Theft Task Force will employ multiple Strategies, Goals and Activities to reduce the incidence of Motor Vehicle Theft in a comprehensive program to confront and reduce the problem. Strategy: Reduce the Incidence of Motor Vehicle Theft Goals: - Identify and Target Offenders and Prolific Offenders - Collect Intelligence - Collaborate with Law Enforcement Agencies and other Organizations - Community Crime Prevention Campaign Activities: Identify and target Offenders and Prolific Offenders: Offenders involved in motor vehicle theft will be identified through intelligence gained from offense reports, arrests, informants, other law enforcement agencies, surveillance observations, bait vehicle operations, use of the LPR systems, such as, FLOCK Cameras and LPR's; such as the Axon Camera system which acts as an LPR and are installed on all Beaumont Police Department patrol vehicles, will be utilized, as well as, the Real Time Crime Center to collect and analyze data within time frames and determine if there is a viable suspect and/ or actor. Intelligence collection, analysis and collaboration with other law enforcement agencies, in and out of the coverage area will be essential; Repair shop inspections, used car dealership inspections, salvage yard inspections, metal recycler inspections, as well as parts resale location inspections. The offenders would be the target of investigations based on the method of the crime (MO), types of vehicles stolen, other property taken, geographical location of the crimes and any information or evidence pointing to or linking them to the crime(s). The utilization of covert operations, such as surveillance of offenders and buys of stolen vehicles and/or parts to determine the origin and assist in the identification of other offenders or chop shops. The use of legally obtained search warrants for places, things, phones, phone records and other data bases will be employed to thoroughly investigate the cases, as well as tracking orders and other surveillance techniques as needed. Collaborate with other law enforcement agencies and other organizations: Collaborate with law enforcement agencies in and out of the project area, to determine crime trends, patterns, suspected offenders and recover stolen vehicles and other property, through intelligence sharing, including juvenile offenders. Assist other agencies with auto crime cases, which involve Theft of a Motor Vehicle, or Theft of Component Parts from a Motor Vehicle. This collaboration will be necessary in determining if the crimes are being committed by an organized ring, if it is one individual, or a crime of opportunity. The collaboration would include the District Attorney's Offices in the jurisdictions affected, in order to help them understand the scope and importance of the crime(s), and provide any additional information that might be needed to properly prosecute the offender(s) for maximum result. The collaboration would also include working with other MVCPA Auto Theft Task forces, NICB and insurance companies on insurance fraud cases, cargo thefts, and cloned or altered vehicles. It would also entail working with the Texas Department of Motor Vehicles and local tax offices on fraudulent titles, and conducting 68A inspections, to determine if vehicles are stolen. Community Crime Prevention and Awareness is a component of the overall program. Information and instruction for the public is important to aid in the prevention of even one auto related crime. The Task Force will continue the efforts to educate the public in as many forums as are available; Neighborhood Association Meetings, Civic Organizations, Citizens

Police Academy, Media Interviews, Police / Community Events, and Public Service Announcements through the Beaumont Police Department, along with Social Media and a billboard advertising campaign. The billboard advertising campaign will be as high profile as possible, focusing on Prevention tips to reduce Motor Vehicle Theft, presenting constant reminders via the billboards. The goal will be educating the public on locking vehicles, removing items of value, especially firearms, as well as personal identification, taking the keys out of the vehicle and learning how to reduce the chances of becoming a victim of a Motor Vehicle Crime. This strategy will be to give constant reminders of Motor Vehicle Crime Prevention by a saturation of messages via billboards, which specifically target motor vehicle owners, in high profile areas along major freeways, and roadways in the coverage area, concentrating on the highest populated areas where exposure will reach the biggest audience. Messages that inform citizens and citizens will hopefully practice, taking the keys out of their vehicles, not leaving their vehicles running unattended, locking their vehicles and not leaving important personal identification and / or vehicle titles in the vehicle. This would include not buying vehicles without a title.

3.3 Functions of the proposed program related to fraud-related motor vehicle crime (such as title and registration fraud)

The Southeast Texas Auto Theft Task Force will Identify and Target Offenders and Prolific Offenders involved in Fraud Related Motor Vehicle Crimes. These actors will be identified through Intelligence gained from arrests, Informants, other Law Enforcement Agencies and Anonymous Tips with corroboration of the information received. The Task Force will utilize LPR's and data-mining to Develop and Identify Offenders, as well as, 68(A) inspections and NICB. The Offenders will be Targets of investigations based on the Method of the crime, types of vehicles stolen, where the vehicle is recovered and any information pointing to or linking the offender(s) to the crime(s). The Task Force will utilize covert operations to target offenders of these crimes, to include buying stolen vehicles using the internet, using undercover operatives to target Fraud-Related Motor Vehicle Theft offenders. The objective of these investigations will be to Identify, arrest and charge the actors, as well as determining if there is a criminal nexus to any organized criminal enterprises, which would broaden the investigations to reveal as many offenders as possible. The use of legally obtained search warrants for places, things, phones, phone records and other data bases will be employed to thoroughly investigate the cases, as well as tracking orders and other surveillance techniques as needed. The Southeast Texas Auto Theft Task Force will Collaborate with Law Enforcement Agencies both in and out of the Project area, Other MVCPA State Task Forces, Tax Offices, TXDMV, NICB and Insurance Companies to ascertain crime trends, patterns, suspected offenders, recover stolen vehicles, property and share intelligence. The collaboration will include assisting other law enforcement agencies with Motor Vehicle Thefts. By doing so, essential intelligence and information can be used to determine if the crimes are being committed by individual or an Organized Criminal Network. The Task Force will also collaborate with District Attorney's Offices in the affected jurisdictions to help them understand the scope and importance of the crime(s) and provide additional information or expertise that would aid in the effective prosecution of the offender to provide a positive outcome for the victims, the community, the State of Texas and insurance companies as well. The Southeast Texas Auto Theft Task Force will also conduct Law Enforcement and Community Education Awareness Presentations / Classes. The purpose of the presentations for Law Enforcement would be to increase their knowledge and awareness of Fraud-Related motor vehicle crime information, pertaining to trends in fraudulent titles, Registration Fraud, Insurance Fraud, Odometer Fraud, Vin Fraud and Identity Fraud Sales. The information presented to Law Enforcement officers will deal directly with detection and prevention of Fraud-Related Motor Vehicle Crimes. This would also allow officers to relay information to citizens personally and further educate the community about methods to avoid becoming a victim of a Fraud-Related Motor Vehicle Crime. The Southeast Texas Auto Theft Task force has established a good working relationship and rapport with the community that we have served over that last 33 years. The Community Presentations would be used to strengthen that relationship and establish new contacts. Updated, relevant information pertaining to steps citizens can take to avoid becoming a victim of a fraud-related motor vehicle crime, would be presented in an effort to educate the community. This education would help reduce incidences of this type of crime. Things such as, always get a title and look closely at the title when purchasing vehicles from individuals and even dealerships. Also, if the deal looks too good to be true, it usually is. Other things would pertain to how the purchase, such as an internet sale, should be handled to avoid not just fraud, but bodily harm. Driving to pick-up an internet purchase with a large quantity of cash at a location of the sellers choosing is always a very bad idea. The task force would strive to stress the importance of safety and legality to avoid becoming a victim.

3.4 Functions of the proposed program related to preventing motor vehicle crime (motor vehicle theft, burglary from a motor vehicle and fraud-related motor vehicle crime)

The Southeast Texas Auto Theft Task Force will continue to reach out to the communities in the project area in an effort to increase the awareness and educate the public on the various types of motor vehicle crimes. The focus will remain, as it has been in the past, to instruct citizens in ways to avoid becoming a victim. Motor Vehicle Theft- The public will be educated in the manners in which a vehicle can be stolen, without giving away instructions on how to steal a vehicle. Leaving keys or FOB's in vehicles, leaving a vehicle running and unattended, loaning a vehicle and owning a vehicle that is prone to, or easily stolen, are all methods for theft of a vehicle. Keys left in vehicles are the highest percentage of Motor Vehicle Thefts and reiterating this point to the public is a priority. Making sure all keys are accounted for and not leaving a spare in the vehicle. Taking the keys out of the vehicle every time it is left and making sure it is locked. Leaving a vehicle running to warm it up, or cool it off, unattended; Leaving a vehicle running at the store unattended, or leaving the keys laying around in a public place where others have access to them will also be stressed. Vehicles that are prone to being stolen, such as older model trucks, where the steering column can be broken and the vehicle will start. Ideas for steering wheel immobilizing bars could be used, such as the old school "Club". Newer model vehicles such as Kia and Hyundai's can also use a "Club", but more importantly, there are now updates for these vehicles that will prevent easy thefts, which many in the public are not aware of. Presentations to citizens will be conducted in numerous forums, such as using the local media interviews, social media, Neighborhood Association Meetings, Civic group meetings, Church group meetings, Cops and Kids events and Public Service Announcements and a billboard advertising campaign stressing the importance of locking your vehicle, taking valuables from the vehicle, especially firearms and never leaving the keys in the vehicle or leaving the vehicle running unattended. Burglary of a Motor Vehicle The public will be educated on the importance of taking valuables, especially firearms, out of the vehicle, leaving nothing in view from the outside of the vehicle, locking the vehicle and taking the keys. The public will receive instruction on personal safety as well. When parking a vehicle, paying attention to the surroundings, parking in well lit or visible areas. Ensuring that when they arrive, they thought ahead and hid or removed any items of value that are not going with them. Predators will wait in parking lots at the mall, gym, grocery store, hike and bike trails, parks, soccer fields, gas pumps or any other place to watch for a victim to hide their purse, laptop, or other items of value after arriving and walk away. The Predator now knows exactly what was hidden and where. When

leaving a financial institution victims often walk out with envelopes in their hand. These predators are watching and will follow these victims to their first stop and as soon as the victim walks away, the offenders will strike and take the money that the victim just received. Paying attention to the surroundings, especially when leaving or arriving to a destination will be stressed. Presentations to citizens will be conducted in numerous forums, such as using the local media interviews, social media, Neighborhood Association Meetings, Civic group meetings, Church group meetings, Cops and Kids events and Public Service Announcements and a billboard Motor Vehicle Crimes Prevention advertising campaign, focusing on locking vehicles, taking valuables out of the vehicle, especially firearms; never leaving the keys in the vehicle or leaving the vehicle running unattended. The billboards, which will be in high profile areas along freeways and roadways in the coverage area, will target motor vehicle owners and users as they are driving the roadways of the coverage area. The billboards will be rotated and digital billboards will also be employed. Fraud Related Motor Vehicle Crimes: Updated, relevant information pertaining to steps citizens can take to avoid becoming a victim of a fraud-related motor vehicle crime, would be presented in an effort to educate the community. This education would help reduce incidences of this type of crime. Things such as, always get a title and look closely at the title when purchasing vehicles from individuals and even dealerships. Also, if the deal looks too good to be true, it usually is. Other things would pertain to how the purchase, such as an internet sale, should be handled to avoid not just fraud, but bodily harm. Driving to pick-up an internet purchase with a large quantity of cash at a location of the sellers choosing is always a very bad idea. The task force would strive to stress the importance of safety and legality to avoid becoming a victim. Presentations to citizens will be conducted in numerous forums, such as using the local media for televised / radio interviews, social media, Neighborhood Association Meetings, Civic group meetings, Church group meetings, Cops and Kids events and Public Service Announcements.

- 3.5 Functions of the proposed program for other motor vehicle crimes investigations and activities consistent with the statutory requirements (preventing stolen vehicles from entering Mexico, stopping illegal export of stolen vehicle from bridge/ outbound port operations, disruption of cartel or organized criminal enterprises using stolen motor vehicles or fraud related motor vehicle crime, insurance fraud, etc...)

The Port of Beaumont has its own Police Department as well as the Jefferson County Marine Unit and the U.S. Coast Guard, which patrols the Port of Beaumont and the Neches and Sabine Rivers. These rivers are the inlets from the Gulf of Mexico which actually puts the Port of Beaumont, 42 miles inland and is still a deep water Port. The Port of Beaumont is also served by three rail carriers, BNSF, Kansas City Southern and Union Pacific. The Port of Beaumont is primarily a bulk cargo port, meaning very few if any vehicles go through the port for transport. The vehicles that do go through the port are almost exclusively U.S. Military vehicles. The Port of Beaumont is one of the main ports in the nation used for Military equipment transportation due to its location on the Gulf of Mexico and it is the Headquarters for the U.S. Army's 842nd Transportation Battalion, which specializes in port logistics. The Southeast Texas Auto Theft task Force has a working relationship with the Port Police and are rarely, if ever, called upon by them in regard to a vehicle of interest. This is due to the type of cargo that enters and exits the port.

- 3.6 Collaboration Effort -- Describe the taskforce method to collaborate, and not duplicate existing activities. Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.

The Southeast Texas Auto Theft Task Force, for the last 33 years, has established long-running working relationships with all of the law enforcement agencies in the coverage area, as well as, taskforces and multiple other law enforcement agencies in the State of Texas, as well as the Federal Justice system. The reputation of the Southeast Texas Auto Theft Task Force is one of dedication, expertise and willingness to help throughout the region, state and even other states. Intelligence sharing and assistance to outside agencies, both in and out of the Project area, has created and strengthened these relationships and friendships. The Southeast Texas Auto Theft Task Force has always set the bar high and prioritized the relationships, which are reciprocal. The task force continues to strive to be the best and most reliable task force for assistance and expertise in any type of motor vehicle crime, by constantly striving to be informed of the latest and most accurate motor vehicle crime trends. This expertise extends beyond law enforcement to Judicial agencies as well. The relationships with the four county coverage area District Attorney's Offices are good and cooperation is the "norm" on both sides. These collaborations have involved numerous cases of organized criminal activity as well as individuals and these relationships continue and grow stronger. The Task Force will also collaborate with numerous other state agencies, such as TXDMV, DPS, tax offices and other task forces throughout the state. These collaborations will include 68(A) inspections, title frauds at tax offices, TXDMV field offices and registration issues and crimes that will arise from those agencies. Communication and intelligence sharing with law enforcement and multiple points of contact within the task force, enable the task force to work with other task forces, other law enforcement and civilian services related to combating motor vehicle crimes. This communication ensures that duplication of tasks is kept to a minimum.

- 3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rational for the request.

There are no exceptions or deviations requested at this time.

Part II

Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program.

Click on the link above and select the method by which statutory measures will be collected. Law Enforcement programs must also estimate targets for the MVCPA predetermined activities. The MVCPA board has determined that grants programs must document specific activities that are appropriate under each of the three goals. Applicants are allowed to write a limited number of user defined activities.

ID	Activity	Measure	Target
Statutory Motor Vehicle Theft Measures Required for all Grantees.			
1.1.15	Increase the recovery rate of stolen motor vehicles	Report the number of vehicles recovered by taskforce	
1.1.16	Increase the clearance rate of MVTs	Report the number of MVT cases cleared	
1.1.17	Increase the number of persons arrested for motor vehicle theft	Report the number of persons arrested for motor vehicle theft by taskforce	
Statutory Burglary of a Motor Vehicle Measures Required for all Grantees			
2.1.12	Increase the clearance rate of motor vehicle burglaries	Report the number of BMV including parts cases cleared	
2.1.13	Increase the number of persons arrested for motor vehicle burglary	Report the number of persons arrested for burglary by taskforce	
Statutory Fraud-Related Motor Vehicle Crime Measures Required for all Grantees			
8.1.1	Increase the clearance rate of fraud-related motor vehicle crime cases.	Report the number of fraud-related motor vehicle cases cleared	
8.1.2	Increase the number of persons arrested for fraud-related motor vehicle crimes.	Report the number of persons arrested for fraud-related motor vehicle crimes	
Measures for Grantees. Add Target values for those that you will measure.			
1	Goal 1: Reduce the Incidence of Motor Vehicle Theft through Enforcement Strategies		
1.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Motor Vehicle Theft		
1.1.1	Identify groups of auto theft offenders through intelligence gathering, crime analysis and the use of informants	Number of MVT groups identified. Include gangs, cartels or other criminal enterprise with two or more members	15
1.1.2	Identify and document/record prolific MVT offenders [Prolific is defined as "linked to MVT offenses three or more times"]	Number identified/documented offenders	15
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other). (see 1.3.3 to report the number of vehicles inspected in these businesses)	Number of businesses inspected	40
1.1.6	Conduct bait vehicle operations that target MVT offenders	Number of bait vehicle deployments. Include BMV bait operations here.	12
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed. Deploy: If stationary unit then total number of days or partial days unit was operable and on. Mobile unit number of days the unit was on and operable.	
1.1.9	Respond to taskforce license plate reader (LPR) alert notifications	Number of times investigators responded to taskforce LPR alert notifications regardless of whether vehicle was located	
1.1.12	Conduct covert operations targeting MVT offenders	Number of covert operations	4
1.1.13	Conduct warrant "round-up" operations targeting motor vehicle crime offenders, including people wanted for MVTs, motor vehicle burglaries, theft of vehicle parts and motor vehicle fraud related crime.	Number of warrant round-up operations performed for MVT, BMV and FRMVC.	
1.1.20	Number of Altered Vehicles Recovered	Report the total number of vehicles recovered with altered Vehicle Identification Number. Note: Please remember that a vehicle recovered must be reported in 1.1.15	
1.2	Strategy 2: Conduct Collaborative Efforts that Result In Reduction of Incidents of Motor Vehicle Theft		
1.2.1	Provide Agency Assists for MVT and motor vehicle related fraud	Number of agency assists related to MVT. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	100
1.2.2	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) within the taskforce department(s) where a motor vehicle was used in the commission of the crime (includes identification of	Number of times collaborated within departments or SOs participating in taskforce related to MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects	100

ID	Activity	Measure	721	Target
	vehicles). Include all participating jurisdiction departments here.	and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.		
1.2.3	Collaborate with all other outside LE agencies and other organizations that assist in the reduction of MVTs. Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of MVTtheft investigations.		80
1.2.5	Conduct intelligence information-sharing (Personal attendance)	Number of intelligence meetings attended (include attending as presenter, participant or attendee)		35
1.2.6	Conduct intelligence information-sharing (Written information)	Crime analysis bulletins disseminated (include information distributed to law enforcement agencies via text, e-mail, or intra-net communications)		35
1.2.7	Collaborate with other MVCPA taskforces	Number of times collaborated with other MVCPA taskforces that assist in the reduction in MVT, BMV and FRMVC.		10
1.3	Strategy 3: Prevent and Reduce the Incidence of Fraud-Related Motor Vehicle Activities			
1.3.1	Collaborate with agencies relating to investigation and enforcement of vehicle insurance fraud and FRMVC	Number of collaborations		10
1.3.2	Conduct confidential 68(A) inspections (for TxDMV assignment or reassignment of VIN required by Tx Trans. Code §501.032)	Number of vehicles inspected to complete a TxDMV 68A inspection form per TxDMV (VIN assignment, reassignment, bonded title)		500
1.3.3	Conduct VIN verification inspections. (All other reasons except bridge or port)	Number of vehicles inspected by taskforce to identify the vehicles not reported in confidential (68A) or bridge and port sections.		50
1.3.4	Coordinate with TxDMV/Tax Offices relating to investigation and enforcement of fraudulent titles and registration of stolen vehicles	Number of collaborations with TxDMV HQ, TxDMV Regional Service Centers or County Tax Assessor Collector offices.		15
2	Goal 2: Reduce the Incidence of Theft from Motor Vehicles through Enforcement Strategies			
2.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories			
2.1.1	Conduct bait vehicle operations that target vehicle burglary offenders	Number of bait vehicle burglary deployments		12
2.1.2	Identify "prolific BMV offenders" through informants and intelligence [Prolific is defined as "linked to BMV and theft of vehicle parts and accessories offenses three or more times"]	Number of offenders identified		
2.2	Strategy 2: Conduct Collaborative Efforts that Result in the Reduction of Incidents of Theft From a Motor Vehicle			
2.2.1	Provide Agency Assists BMV.	Number of agency assists related to BMV or stolen parts. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.		60
2.2.2	Collaborate with other units or divisions within the taskforce department(s) (i.e. homicide, vice, narcotics, etc.) where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of BMV theft investigations.		50
2.2.3	Collaborate with all other outside LE agencies and other organizations where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation,		100

ID	Activity	Measure	722	Target
		contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.		
3	Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Motor Vehicle Theft, Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories			
3.1	Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens			
3.1.1	Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches		2
3.1.2	Conduct educational presentations to the public	Number of presentations. Presentation means in person, on-line, original written document, article, or webpage.		10
3.1.4	Conduct vehicle identification initiative/event	Number of etching events. Include windows, component parts, VIN stamps and catalytic converters.		2
3.1.4.1	Conduct vehicle identification initiative/event	Number of Participants/Attendees (Vehicles Marked)		
3.1.5	Purchase advertisements in local outlets	Number of advertisements purchased or provided complimentary for taskforce. Include all types of media purchased or provided free (social, tv, utility inserts, billboards, transportation, etc.). Describe in 6.1.1.		12
3.1.6	Conduct vehicle report card initiatives.	Number report cards issued		100
3.1.7	Utilize social media outlets (Facebook, Twitter, Instagram, etc.)	Number of postings in social media outlets		30
3.1.8	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)		12
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches		10
3.2	Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property			
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes provided for TCOLE credit		1
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes or presentations. Presentations may include electronic roll call documents, shift BOLOs and other written or presented materials based on local practices.		10
Grant Evaluation				
4.1	Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the applicant agency to determine effectiveness or cost efficiency of the program. <i>The local evaluation process establishes accountability and measurement of progress through collection of data and information throughout the chain of command. Investigators are required to keep activity logs and submit monthly reports to the Program Manager. The Task Force Supervisor reviews cases and monitors the activities of investigators. The Program Director oversees the entire operation, including the field supervisor, and maintains records of activity and spending. The Program Director works closely with the Beaumont CFO's grant coordinator and reports as necessary to the department heads of the participating agencies to discuss progress and/or problems. NIBRS data for all agencies within the project area will be closely monitored to determine the overall impact of Task Force efforts. Personal activity logs and specific reports will be maintained to log progress on stated objectives. These include information detailing such things as the number of bait operations, inspections and public awareness initiatives performed. They will also record other items like arrests made, cases filed, vehicles recovered, properties seized NADA and other values of the property, as well as the dispositions of the property upon completion of the cases. Progress of the program will be evaluated monthly. Each investigator will complete a monthly report based on MVCPA reporting categories and the specific strategies, activities and goals of this grant. Each report will be accompanied by documentation supporting the information given. The Project Manager will then compile that information into the quarterly Progress Reports that are forwarded to MVCPA. All other MVCPA required reporting will be completed by the Program Manager, such as the year end progress report.</i>			
4.2	Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate. <i>None noted at this time.</i>			
TxGMS Standard Assurances by Local Governments				
☒ We acknowledge reviewing the TxGMS Standard Assurances by Local Governments as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.				

Current Documents in folder

[Other.pdf](#) (8/6/2025 2:50:08 PM)

[Resolution.pdf](#) (5/7/2025 11:21:52 AM)

[Signed Statement of Grant Award.pdf](#) (8/6/2025 2:49:04 PM)

Certifications

The certifying official is the authorized official, Kenneth Williams, City Manager.

By submitting this application I certify that I have been designated by my jurisdiction as the authorized official to accept the terms and conditions of the grant. The statements herein are true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

By submitting this application I certify that my jurisdiction agrees to comply with all terms and conditions if the grant is awarded and accepted. I further certify that my jurisdiction will comply with all applicable state and federal laws, rules and regulations in the application, acceptance, administration and operation of this grant.

TxDMV - MVCPA, ppri.tamu.edu © 2017

INTERLOCAL AGREEMENT

SOUTHEAST TEXAS AUTO THEFT TASK FORCE
FY 2026

STATE OF TEXAS §
COUNTY OF JEFFERSON §

This Interlocal Agreement is entered into by and between the City of Beaumont, a municipal corporation situated in Jefferson County, Texas (“**Beaumont**”), the City of Port Arthur, a municipal corporation situated in Jefferson County, Texas (“**Port Arthur**”), Jefferson County, a political subdivision of the State of Texas (“**Jefferson County**”), Hardin County, a political subdivision of the State of Texas (“**Hardin County**”), Jasper County, a political subdivision of the State of Texas (“**Jasper County**”), and Orange County, a political subdivision of the State of Texas (“**Orange County**”), pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, Beaumont, Port Arthur, Hardin County, Jasper County, Jefferson County, and Orange County, collectively herein after referred to as **“Parties”**, have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$760,241.00 for the Southeast Texas Auto Theft Task Force, and,

WHEREAS, the **Parties** has agreed to contribute the total of \$152,830.00 in matching funds and \$452,300.00 in in-kind matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **Parties** believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **Parties** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow **Beaumont** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as **Exhibit “A”** and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2025 and to end August 31, 2026.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, the **Parties** agrees to contribute a total of \$152,830.00 in matching funds and \$452,300.00 in in-kind matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Task Force Office and Warehouse Lease	\$55,000.00	Cash Match Expenditures paid by City of Beaumont (Supplies and Direct Operating Expenses)
Investigator’s Benefits (Port Arthur employee)	\$39,000.00	Fringe paid by City of Port Arthur in lieu of match (Professional and Contractual Services)
Investigator’s Benefits (Jefferson County employee)	\$35,000.00	Fringe paid by Jefferson County in lieu of match (Professional and Contractual Services)
Hardin County	0	
Jasper County	0	
Orange County	0	
Total Source of Cash Match	\$129,000.00	

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
City of Beaumont (Personnel, Fringe, Overtime, Travel, Supplies and Direct Operating Expenses)	\$452,300.00	In kind Match Expenditures paid by Beaumont
City of Port Arthur (Supplies and Direct Operating Expenses)	0	In kind Match Expenditures paid by Port Arthur
Jefferson County (Supplies and Direct Operating Expenses)	0	In kind Match Expenditures paid by Jefferson County
Hardin County	0	
Jasper County	0	
Orange County	0	
Total Source of In-Kind Match	\$452,300.00	

ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the **Parties** fund is set out in the attachment to this Agreement, marked as **Exhibit “B”**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall 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.

ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment - Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation - Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act - Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements - Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight - Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act - Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program - Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act - Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension - Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies - Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan - Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law - Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution - The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties - Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation - Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation - Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue - This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification - to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or

suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction - Grantee on behalf of Southeast Texas Auto Theft Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority - Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction - Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or

grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State - Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity - The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings - Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act - Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance - Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant - Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct - Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit - The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring - Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that sub-award performance goals are achieved.

ARTICLE X. FINANCIAL ADMINISTRATION

10.01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting - Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records - Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control - Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control - Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost - Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation - Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management - Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant - All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period - Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor

Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management - The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

ARTICLE XII. ENTIRE AGREEMENT

12.01 This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all Parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2022.

EXECUTED by the City of Beaumont this _____ day of
_____, 2025

CITY OF BEAUMONT, TEXAS

By: _____
Kenneth Williams, City Manager

EXECUTED by the City of Port Arthur this _____ day of
_____, 2025

CITY OF PORT ARTHUR, TEXAS

By: _____
Ronald Burton, City Manager

EXECUTED by Jefferson County this 14th day of
October, 2025

JEFFERSON COUNTY, TEXAS

By: _____

Jeff Branick, County Judge



ATTEST _____

DATE _____

10/14/2025

EXECUTED by Hardin County this _____ day of
_____, 2025

HARDIN COUNTY, TEXAS

By: _____
Wayne McDaniel, County Judge

EXECUTED by Jasper County this _____ day of

_____, 2025

JASPER COUNTY, TEXAS

By: _____
Mark Allen, County Judge

EXECUTED by Orange County this _____ day of
_____, 2025

ORANGE COUNTY, TEXAS

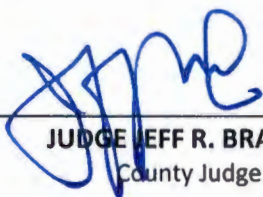
By: _____
John Gothia, County Judge

ORDER DESIGNATING REGULAR & SPECIAL MEETING DATES OF COMMISSIONERS COURT

Pursuant to Section 81.005(h), Local Government Code and Attorney General Opinion GA-1001, the Commissioners Court does hereby order that regular meeting date of the Jefferson County Commissioners Court will be on every Tuesday of each month at 10:30 a.m. unless an individual Court meeting must be rescheduled for exigent circumstances, in which case the rescheduling will be duly posted as required by law. All meetings of the Commissioners Court will continue to be held in the Commissioners Courtroom on the 4th floor of the Jefferson County Courthouse unless circumstances dictate otherwise.

Read and Adopted this _____ day of _____, 2025 by a vote of _____ ayes and _____ nays.

Signed this _____ day of _____, 2025.


JUDGE JEFF R. BRANICK
 County Judge




COMMISSIONER BRANDON WILLIS
 Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3


COMMISSIONER CARY ERICKSON
 Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4



Clint Turner
Chief Deputy
E-Mail
Clint.Turner@jeffcotx.us

Tim Funchess
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
tim.funchess@jeffcotx.us

October 8, 2025

Judge Jeff R. Branick and
Commissioners Court
Jefferson County Courthouse
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of September 30, 2025, including interest earnings.

The weighted average yield to maturity on the County's investments is 4.327%. The 90 day Treasury discount rate on September 30, 2025 was 3.86% and the interest on your checking accounts for the month of September was 3.80

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda October 14, 2025, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO
Enclosure

Agenda should read:

Receive and File Investment Schedule for September, 2025, including the year to date total earnings on County funds.

JEFFERSON COUNTY
MONTH END SEPTEMBER 30, 2025 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE COUPON	Coupon paid TO DATE	BOOK VALUE ACCRUED INT.
INVESTMENTS																
TEXAS CLASS		\$20,000,000.00	\$20,000,000.00	100	4.189%		NONE			TX-01-0485-4001	TEXAS CLASS	\$20,000,000.00			\$420,002.75	\$20,000,000.00
CDs and Securities																
FHLB 4.65%	23-Dec-24	\$5,000,000.00	\$5,000,000.00	100	4.650%	23-Dec-27	23-Dec-25	814	1095	3130B4DU7	NATIONAL ALLIANCE	\$5,001,450.00	\$100.0290	\$62,645.83	\$116,250.00	\$5,064,095.83
FNMA 4.55%	13-Jan-25	\$5,000,000.00	\$5,000,000.00	100	4.550%	13-Jan-28	13-Jan-26	835	1095	3136GAS6M7	NATIONAL ALLIANCE	\$4,996,500.00	\$99.9300	\$48,659.72	\$113,750.00	\$5,045,159.72
FHLB 4.50%	15-Jan-25	\$5,000,000.00	\$5,000,000.00	100	4.500%	15-Jan-27	15-Jan-26	472	730	3130B4MH1	NATIONAL ALLIANCE	\$4,997,400.00	\$99.9480	\$46,875.00	\$112,500.00	\$5,044,275.00
FNMA 4.50%	18-Feb-25	\$5,500,000.00	\$5,500,000.00	100	4.500%	18-Feb-28	18-Feb-26	871	1095	3136GAAH2	NATIONAL ALLIANCE	\$5,508,910.00	\$100.1620	\$28,875.00	\$123,750.00	\$5,537,785.00
FHLB 4.35%	03-Mar-25	\$5,000,000.00	\$5,000,000.00	100	4.350%	03-Mar-28	03-Mar-26	885	1096	3130B5FB9	NATIONAL ALLIANCE	\$4,997,300.00	\$99.9460	\$16,312.50	\$108,750.00	\$5,013,612.50
FNMA 4.11%	27-Mar-25	\$5,300,000.00	\$5,300,000.00	100	4.100%	24-Mar-28	24-Mar-27	906	1093	3136GADG1	NATIONAL ALLIANCE	\$5,318,126.00	\$100.3420	\$3,630.50	\$5,321,756.50	\$5,321,756.50
FECB 4.30%	30-Jun-25	\$5,000,000.00	\$5,000,000.00	100	4.300%	30-Jun-28	30-Jun-26	1004	1096	3133ETMX2	NATIONAL ALLIANCE	\$5,019,350.00	\$100.3870	\$53,750.00	\$107,099.75	\$5,073,100.00
FHLB 4.25%	22-May-25	\$4,105,000.00	\$4,105,000.00	100	4.250%	22-Nov-27	22-May-26	783	914	3130B6JZ0	NATIONAL ALLIANCE	\$4,107,011.45	\$100.0490	\$62,031.11	\$0.00	\$4,169,042.56
FHLB 4.25% (NEW)	14-Aug-25	\$3,000,000.00	\$3,000,000.00	100	4.250%	14-Aug-28	14-Aug-26	1049	1096	3130B7BL7	NATIONAL ALLIANCE	\$3,009,990.00	\$100.3330	\$16,291.67	\$0.00	\$3,026,281.67
FHLB 4.25% (NEW)	22-Aug-25	\$5,000,000.00	\$5,000,000.00	100	4.250%	22-Aug-28	18-Feb-26	1053	1092	3130B7JQ8	NATIONAL ALLIANCE	\$5,003,650.00	\$100.0730	\$22,430.56	\$0.00	\$5,026,080.56
FHLB 4.25%	25-Oct-24	\$1,700,000.00	\$1,700,000.00	100	4.250%	22-Oct-27	22-Apr-26	752	1092	3130B3G72	NATIONAL ALLIANCE	\$1,702,329.00	\$100.1370	\$31,709.72	\$35,723.61	\$1,734,038.72
FHLB 4.20%	25-Oct-24	\$3,300,000.00	\$3,300,000.00	100	4.200%	22-Oct-27	22-Apr-26	752	1092	3130B3FG3	NATIONAL ALLIANCE	\$3,303,300.00	\$100.1000	\$60,830.00	\$68,145.00	\$3,364,130.00
FMCA 4.50%	04-Nov-24	\$5,000,000.00	\$5,000,000.00	100	4.500%	04-Nov-27	04-Nov-25	765	1095	3142AVQ08	NATIONAL ALLIANCE	\$4,997,850.00	\$99.9570	\$91,250.00	\$112,500.00	\$5,089,100.00
					WEIGHTED AVG. YLD	EQUVALENT TREAS. RATE			WEIGHTED AVG.	MATURITY		TOTAL MARKET VALUE				TOTAL BOOK VALUE
INVESTMENT ACCTS		\$20,000,000.00	\$20,000,000.00									\$20,000,000.00		0.00	\$420,002.75	
CDs and Securities		\$57,905,000.00	\$57,905,000.00		4.327%	3.626%			627	DAYS		\$57,963,166.45		545,291.61	\$898,468.36	\$78,508,458.06
TOTALS ALL ACCTS:		\$77,905,000.00	\$77,905,000.00									\$77,963,166.45		545,291.61	\$1,318,471.11	
PLEDGE COLLATERAL REPORT WELLS FARGO																
ALL COUNTY FUNDS																
AS OF SEPTEMBER 30, 2025																
COMPLIANCE STATEMENT																
This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act																
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.																
<i>Tim Furbess</i>																
Tim Furbess, Jefferson County Treasurer/Investment Officer																
MARKET VALUE OF PLEDGE SECURITIES			\$250,000,000.00													
BALANCE IN ALL ACCOUNTS:			\$129,906,325.06													
OVER OR (UNDER) AMOUNT:			\$120,093,674.94													
			192.45%													

SEPTEMBER 2025, JEFFERSON COUNTY INVESTMENT MATURITIES
MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	
INVESTMENTS												
TEXAS CLASS	02-Apr-25	\$20,000,000.00	\$20,000,000.00	100	4.241%		01-Sep-25				\$68,994.47	
FHLB 4.35%	03-Mar-25	\$5,000,000.00	\$5,000,000.00	100	4.350%	03-Mar-28	03-Sep-25	1096	3130B5FB9	NATIONAL ALLIANCE	\$108,750.00	COUPON
FHLB 4.00%	25-Sep-24	\$5,000,000.00	\$5,001,111.11	100	4.000%	10-Sep-27	10-Sep-25	1080	3130B2JF0	NATIONAL ALLIANCE	\$100,000.00	COUPON CALLED
FNMA 4.11%	27-Mar-25	\$5,300,000.00	\$5,300,000.00	100	4.110%	24-Mar-28	24-Sep-25	1093	3136GADG1	NATIONAL ALLIANCE	\$107,099.75	COUPON
											\$384,844.22	
CHECKING INTEREST												
POOLED CASH ACCT		SEPTEMBER INTEREST			3.80%			30	1004421717	STELLAR BANK	\$303,974.23	
OTHER COUNTY ACCTS		SEPTEMBER INTEREST			3.80%			30		STELLAR BANK	\$21,974.10	
TAX LICENSE ACCT		SEPTEMBER INTEREST			3.80%			30	10044224083	STELLAR BANK	\$2,246.58	
TOTAL		\$35,300,000.00	\$35,301,111.11								\$713,039.13	\$713,039.13

FISCAL YEAR 2024-2025

746

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL RATE	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	4.440%	\$773,427.18	4.270%		
NOVEMBER	4.390%	\$704,354.07	4.190%		
DECEMBER	4.230%	\$724,783.38	4.140%		
JANUARY	4.200%	\$777,958.63	3.980%		
FEBRUARY	4.200%	\$861,013.10	3.950%		
MARCH	4.210%	\$710,176.79	3.950%		
APRIL	4.200%	\$788,645.47	3.960%		
MAY	4.250%	\$848,485.86	3.950%		
JUNE	4.240%	\$658,060.81	4.000%		
JULY	4.240%	\$816,507.19	3.990%		
AUGUST	4.050%	\$588,428.06	3.990%		
SEPTEMBER	3.860%	\$713,039.13	3.800%		
ANNUAL TOTALS		\$8,964,879.67		\$0.00	\$8,964,879.67

09/26/25

Application Date

N/A

State Permit Number
(If Applicable)

10 - OW -25

Permit Number

2

Precinct Number



JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Business Name: Corkran Management LLC. Phone Number: 409-728-1369Business Address: 3514 Hwy 69 North Nederland Tx 77627Local Representative: Brian KempDescription of Work/Type/Location: Construction of Apartments to be located on a tract of land at the end of Wellsprings Drive.Description of Route: Hwy 69 along Wellsprings DriveBond Number: LSM5045046Bond Amount: \$41,000.00

Check Applicable Boxes: ☒ Under 100,000 Lbs. ☐ Over 100,000 Lbs. ☐ Over 200,000 Lbs.
☐ 90 Day Renewal Permit (\$200 Fee) Original Permit Number: _____
☒ One (1) Year Annual Permit (\$500 Fee)

Permit Approved: ☒ Yes ☐ No (If No Reason) _____

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Corkran Management LLC.

Business Name

3514 Hwy 69 North, Nederland Tx 77627

Mailing Address

Brian Kemp

Representative Name and Title

Representative Signature and Date

09/26/25

Jefferson County

County Engineer

Precinct Superintendent

Engineering Specialist

Bond No.: LSM5045046Jefferson COUNTY ROAD AND BRIDGE

(ANNUAL)

THE STATE OF TEXAS

COUNTY OF Jefferson

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

Corkran ManagementOF Nederland, Texas AS PRINCIPAL, ANDRLI Insurance Company, A CORPORATION DULY LICENSED TO DO BUSINESS
IN THE STATE OF TEXAS, AS SURETY, ARE HELD AND FIRMLY BOUND UNTO Jefferson

COUNTY, TEXAS, STATE OF TEXAS IN THE PENAL SUM OF _____

Forty One Thousand and 00/100DOLLARS (\$ 41,000.00), TO THE PAYMENT OF WHICH WELL AND TRULY TO BE MADE, WE HEREBY BIND
OURSELVES, OUR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS.

THE CONDITION OF THE ABOVE OBLIGATION, IS SUCH, THAT THE SAID PRINCIPAL WILL
MAKE PAYMENT TO THE COUNTY OF Jefferson, STATE OF TEXAS OF AND
FOR ANY AND ALL DAMAGES THAT MAY BE SUSTAINED TO ANY ROAD BRIDGE OR OTHER STRUCTURE
UNDER THE JURISDICTION OF THE COUNTY OF Jefferson STATE OF TEXAS BY
VIRTUE OF THE OPERATION OF ANY EQUIPMENT BY THE SAID PRINCIPAL, FOR WHICH A PERMIT IS ISSUED
TO OPERATE.

NOW THEREFORE, IF THE SAID PRINCIPAL SHALL PAY TO THE COUNTY OF _____
Jefferson STATE OF TEXAS, ANY AND ALL DAMAGES THAT MAY BE
SUSTAINED TO ANY ROAD, BRIDGE OR OTHER STRUCTURE AS ABOVE RECITED BY VIRTUE OF THE
OPERATION OF ANY EQUIPMENT DURING A PERIOD BEGINNING WITH THE DATE OF THIS BOND AND ENDING
October 1, 2026 FOLLOWING, THEN THIS OBLIGATION TO BE NULL AND VOID, OTHERWISE TO
REMAIN IN FULL FORCE AND VIRTUE AT LAW.

DATED THIS THE 25th DAY OF September, 2025.Corkran Management

PRINCIPAL

BY: [Signature]RLI Insurance CompanyBY: [Signature]

Eric Raudins

Sr. Vice President



COUNTERSIGNED

BY: N/A

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

Bond No. LSM5045046

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Eric Raudins in the City of Broadview Heights, State of Ohio, as its true and lawful Agent and Sr. Vice President, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, for the following described bond.

Principal: Corkran Management

Obligee: Jefferson County

Type Bond: County Road and Bridge Bond

Bond Amount: \$ 41,000.00

Effective Date: October 1, 2025

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Sr. Vice President with its corporate seal affixed this 25th day of September, 2025.



RLI Insurance Company

By: Eric Raudins
Eric Raudins Sr. Vice President

CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 25th day of September, 2025.

RLI Insurance Company

By: Christina Dean
Christina Dean Corporate Secretary

A0006221_R

State of Ohio

County of Cuyahoga

} SS

On this 25th day of September, 2025, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott
Jill A. Scott Notary Public



JILL A. SCOTT
Notary Public, State of Ohio
My Commission Expires
September 22, 2030



STATE OF TEXAS
COUNTY OF JEFFERSON

COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

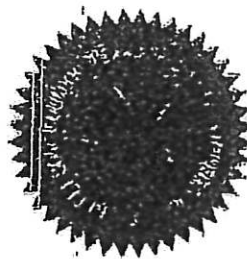
AN ORDER REGARDING ROAD USE IN
JEFFERSON COUNTY

1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013




JUDGE JEFF R. BRANICK
County Judge

STATE OF TEXAS
COUNTY OF JEFFERSON

§
§
§

ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY
AND Corkran Management LLC.

WHEREAS, Corkran Management LLC (hereinafter "Company") intends to conduct Apartment Construction [describe operation], (hereinafter the "Project") at a site located on End of Wellspring Drive county road name) located in Precinct No. 2; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1st road name] and County [2nd road name]:

1. County Road Wellspring Drive
2. County Road ; and

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

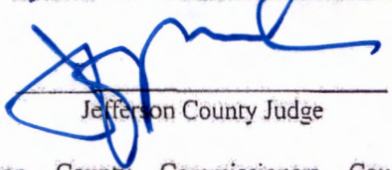
WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road Wellspring Drive and County road for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of October 20 25 to a termination date of October 20 26. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.
3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: Wellspring Drive If Needed] and County [2nd road name:] for additional support.
Only necessary if recommended by the Jefferson County Engineer at the Precincts Request.

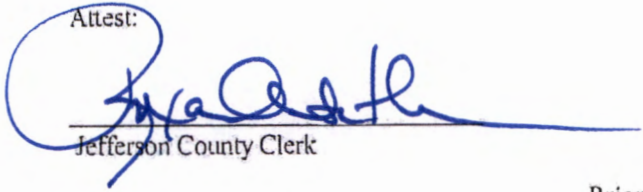
4. Company shall provide a surety bond in the sum of [\$ 41,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.
5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. 2 of Jefferson County, Texas before transporting any equipment on County [road name: Wellspring Drive and County [2nd road name: _____] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 14th day of October, 2025


Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 14th day of October, 2025

Attest:


Jefferson County Clerk

Brian Kemp

Authorized Agent for Corkran Management LLC



THE STATE OF TEXAS,
COUNTY OF JEFFERSON

§
§
§

I, Megan Gould a notary public, do hereby certify that on this 24 day of September, 2025, personally appeared before me Brian Kemp, being by me first duly sworn, declared that he is the owner of Corkran Management LLC and that he has been duly authorized to execute the foregoing document on behalf of the Company.

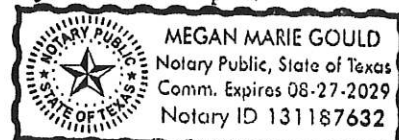
SWORN TO AND SUBSCRIBED before me on this 24 day of September, 2025

Megan Gould

Notary Public, State of Texas

Notary's Typed/Printed Name

My commission expires



Megan Gould

Notary

Exhibit I

Estimate of Cost:

Length of [1st road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:
 Length of [2nd road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:

Anticipated cost of Repair:

Repeat for each Road: [1st road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$ 35 per hour x _____ hours = \$ _____

Equipment Operator \$ 28 per hour x _____ hours = \$ _____

Other \$ 25 per hour x _____ hours = \$ _____

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).

Truck \$ 110 per hour x _____ hours = \$ _____

Grader \$ 110 per hour x _____ hours = \$ _____

Other \$ 110 per hour x _____ hours = \$ _____

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ 168 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Asphalt \$ 168 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Other at \$ 168 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Total for [1st road name] \$ _____
 WellSpring Drive

See Attached Material Rate Sheets.

Current Pricing

(IFB 23-048/MR) Term Contract for Road Building Materials for Jefferson County

Awarded: November 14, 2023

Renewal 1: 11/13/2024 to 11/12/2025

Updated 12/3/2024

1. Rock Asphalt Item 302 - Truck Delivery

Description		Location							
A.	Uncoated Limestone Rock Asphalt	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.	7780 Boyt Rd.	2202 Hebert Rd.
	Item 302 Type B Grade 3, Non-1. Lightweight	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Item 302 Type B Grade 4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Item 302 Type B Grade 4S	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Vulcan Construction Materials * Item B1 is not Non-Lightweight.									
B.	Precoated Limestone Rock Asphalt	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.	7780 Boyt Rd.	2202 Hebert Rd.
	Item 302 Type B Grade 3, Non-1. Lightweight	\$120.08/ton	\$132.08/ton	\$129.20/ton	\$132.56/ton	\$126.80/ton	\$129.20/ton	\$129.20/ton	\$131.60/ton
	Item 302 Type PB Grade 4	\$120.08/ton	\$132.08/ton	\$129.20/ton	\$132.56/ton	\$126.80/ton	\$129.20/ton	\$129.20/ton	\$131.60/ton
	Item 302 Type PB Grade 4S	\$120.08/ton	\$132.08/ton	\$129.20/ton	\$132.56/ton	\$126.80/ton	\$129.20/ton	\$129.20/ton	\$131.60/ton

2. Rock Asphalt Item 302- Railroad Delivery

Description		Location							
A.	Uncoated Limestone Rock Asphalt								
	Aggregate for Surface Treatments:	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.	7780 Boyt Rd.	2202 Hebert Rd.
	Item 302 Type B Grade 3, Non-1. Lightweight	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Item 302 Type B Grade 4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Item 302 Type B Grade 4S	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Vulcan Construction Materials * Item B1 is not Non-Leightweight. Minimum order 4,000 tons									
B.	Precoated Limestone Rock Asphalt								
	Aggregate for Surface Treatments:	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.	7780 Boyt Rd.	2202 Hebert Rd.
	Item 302 Type B Grade 3, Non-1. Lightweight	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton
	Item 302 Type PB Grade 4	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton
	Item 302 Type PB Grade 4S	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton

4. Flexible Base, Item 247 Type D Grade 1-2, Crushed Concrete (Minimum P.I. 4 - Maximum P.I. 10)

Truck Delivery - Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

A. Delivery to Job Site.	Modern Concrete & Materials, LLC	
	Vehicle Type	
Distance	Tandem Dump	Trailer
1. 1 - 10 Miles	\$38.00/ton	\$38.00/ton
2. 11 - 20 Miles	\$39.00/ton	\$39.00/ton
3. 21 - 30 Miles	\$43.00/ton	\$43.00/ton
4. 31+ Miles	\$45.00/ton	\$45.00/ton

Modern Concrete & Materials, LLC						
B. Delivery to Storage Yard	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.
Tandem Dump	\$40.00/ton	\$40.00/ton	\$40.00/ton	\$40.00/ton	\$40.00/ton	\$40.00/ton
Trailer	\$40.00/ton	\$40.00/ton	\$40.00/ton	\$40.00/ton	\$40.00/ton	\$40.00/ton
						2202 Hebert Rd.
						\$40.00/ton
						\$40.00/ton

Modern Concrete & Materials, LLC		
C. Hopper Pick -Up	Address	Prices F.O.B. for Pick-Up
1. Beaumont	6016 MLK Parkway	\$33.00/ton
2. Port Neches	No Bid	No Bid
3. Port Arthur	No Bid	No Bid
4. Other	No Bid	No Bid
5. Other	No Bid	No Bid

6. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

Truck Delivery - Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

A. Delivery to Job Site	Texas Materials	
	Vehicle Type	
Distance	Tandem Dump	Trailer
1. 1 - 10 Miles	\$132.00/ton	\$132.00/ton
2. 11 - 20 Miles	\$134.00/ton	\$134.00/ton
3. 21 - 30 Miles	\$137.00/ton	\$137.00/ton
4. 31+ Miles	\$143.00/ ton	\$143.00/ ton

Texas Materials						
B. Delivery to Storage Yard	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.
	Tanden Dump	\$135.00/ton	\$135.00/ton	\$135.00/ton	\$137.00/ton	\$135.00/ton
Trailer		\$135.00/ton	\$135.00/ton	\$135.00/ton	\$137.00/ton	\$135.00/ton
						2202 Hebert Rd.
						\$135.00/ton
						\$135.00/ton

Texas Materials		
C. Hopper Pick -Up	Address	Prices F.O.B. for Pick-Up
	Hours of Hopper Operation	
1. Beaumont	860 Pine Street	7:00 am - 4:00 pm
2. Port Neches	No Bid	No Bid
3. Port Arthur	No Bid	No Bid
4. Other	No Bid	No Bid
5. Other	No Bid	No Bid

8. Cement Stabilized Base, Item 276 (Plant Mixed) Crushed Limestone

Truck Delivery - Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

A. Delivered to Job Site		Modern Concrete & Materials, LLC			
		Description			
Distance		1 1/2 sack/ton	2 sack/ton	3 sack/ton	4 sack/ton
1.	1-10 Miles	\$54.50/ton	\$59.50/ton	\$68.00/ton	\$75.50/ton
2.	11-20 Miles	\$55.50/ton	\$60.50/ton	\$69.00/ton	\$76.50/ton
3.	21-30 Miles	\$59.50/ton	\$64.50/ton	\$73.00/ton	\$80.50/ton
4.	31+ Miles	\$61.50/ton	\$66.50/ton	\$75.00/ton	\$82.50/ton

B. Hopper Pick Up		Modern Concrete & Materials, LLC				
		Location	Address	Hours of Operation	1 1/2 sack/ton	2 sack/ton
1.	Beaumont		2120 N. 7th St.	7:00 am- 5:00 pm	\$49.50/ton	\$54.50/ton
2.	Port Neches		No Bid	No Bid	No Bid	No Bid
3.	Port Arthur		No Bid	No Bid	No Bid	No Bid
4.	Other		No Bid	No Bid	No Bid	No Bid
5.	Other		No Bid	No Bid	No Bid	No Bid

10. Cement Stabilized Sand, Item 400, Plant Mixed

Truck Delivery - Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

A. Delivered to Job Site		Modern Concrete & Materials, LLC			
		Description			
Distance		1 1/2 sack/ton	2 sack/ton	3 sack/ton	4 sack/ton
1.	1-10 Miles	\$40.00/ton	\$45.00/ton	\$52.50/ton	\$60.50/ton
2.	11-20 Miles	\$41.00/ton	\$46.00/ton	\$53.50/ton	\$61.50/ton
3.	21-30 Miles	\$45.00/ton	\$50.00/ton	\$57.50/ton	\$65.50/ton
4.	31+ Miles	\$47.00/ton	\$52.00/ton	\$59.50/ton	\$67.50/ton

Truck Delivery - Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

B. Hopper Pick up		Modern Concrete & Materials, LLC						
	Location	Address	Hours of Operation	1 1/2 sack/ton	2 sack/ton	3 sack/ton	4 sack/ton	
1.	Beaumont	2120 N. 7th St/ 6025 Highland Ave.	7:00 am- 5:00 pm	\$35.00/ton	\$40.00/ton	\$47.50/ton	\$55.50/ton	
2.	Port Neches	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
3.	Port Arthur	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
4.	Other	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
5.	Other	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	

11. Flowable Backfill, Item 401

Truck Delivery - Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

Martin Marietta Materials	
Distance	Cost
1. 1 - 10 Miles	\$116.00/C.Y.
2. 11 - 20 Miles	\$116.00/C.Y.
3. 21 - 30 Miles	\$116.00/C.Y.
4. 31+ Miles	\$116.00/C.Y.

Waller County Asphalt, Inc.

22010 Fairgrounds Rd.
Hempstead, TX 77445
Attn: Kyle Dawson
Phone: (979) 826-7075
info@wcasphalt.com

Texas Materials, a CRH Company

12907 US Highway 90
Beaumont, TX 77713
Attn: Jeremy Hemmings
Phone (409) 718-8082
jeremy.hemmings@texasmaterials.com

Martin Marietta Materials, LLC

5675 Fannett Road
Beaumont, TX 77705
Attn: Bill Kelley
Phone (409) 835-4933
william.kelley@martin-marietta.com

Modern Concrete & Materials, LLC

P.O. Box 21557
Beaumont, TX 77720
Attn: Trent Almond
Phone: (409) 840-2080
talmond@modernconcretetx.com
jfrederick@modernconcretetx.com

Vulcan Construction Materials, LLC

P.O. Box 791550
San Antonio, TX 78279
Attn: Melanie Manrique
Phone: (210) 965-0448
manrique@vmcmail.com

Current Pricing**IFB 21-003/YS****Term Contract for Limestone Rock Asphalt for Jefferson County****Awarded: March 2, 2021****Renewal 1: 3/01/22 to 2/28/23****Renewal 2: 02/28/23 to 02/27/24****Renewal 3: 02/27/24 to 02/26/25****Updated 02/23/2024**

		Vulcan Construction Materials, LLC
Item	Description	Price per Ton F.O.B. Delivered Various Locations in Jefferson County
1	PICK UP Limestone Rock Asphalt premix, Type I CC	\$39.00 \$57.00 \$58.00 \$71.00 per ton pick up
2a	TRUCK DELIVERY – Rosedale , Limestone Rock Asphalt premix, Type I CC	\$99.45 \$130.53 \$150.88 \$160.01 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2b	TRUCK DELIVERY – LaBelle , Limestone Rock Asphalt premix, Type I CC	\$97.59 \$127.68 \$147.28 \$156.56 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2c	TRUCK DELIVERY – Hamshire , Limestone Rock Asphalt premix, Type I CC	\$99.30 \$130.91 \$151.36 \$160.47 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2d	TRUCK DELIVERY – Hebert , Limestone Rock Asphalt premix, Type I CC	\$98.99 \$130.53 \$150.88 \$160.01 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2e	TRUCK DELIVERY– China Road , Limestone Rock Asphalt premix, Type I CC	\$97.90 \$131.10 \$151.60 \$160.70 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2f	TRUCK DELIVERY – Viterbo Road , Limestone Rock Asphalt premix, Type I CC	\$99.45 \$131.48 \$152.08 \$161.16 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2g	TRUCK DELIVERY – Boyt Road , Limestone Rock Asphalt premix, Type I CC	\$98.21 \$131.29 \$151.84 \$157.48 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed

Vulcan Construction Materials, LLC

PO Box 791550

San Antonio TX 78279

attn: Julia Farrar

Farrarj@vmcmail.com

ph: 210-965-0419/fx: 210-524-3555



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, County Purchasing Agent

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

CURRENT PRICING

IFB 19-056/YS

Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County

Awarded: November 19, 2019

Renewal 1: 11/18/2020-11/17/2021

Renewal 2: 11/16/2021 – 11/15/2022

Renewal 3: 11/15/2022 – 11/14/2023

Renewal 4: 11/14/2023 – 11/13/2023

Extension : 11/13/2024 – 01/12/2025

updated: 10/15/2024

	Gulf Coast, a CRH Company		Knife River Corporation - South	
A. Gray Limestone Base - delivered from vendor's hopper to job site.	Price per ton, tandem dump	Price per ton, trailer	Price per ton, tandem dump	Price per ton, trailer
1. 1 - 10 miles	\$36.75 \$50.00 \$60.00	\$36.75 \$50.00 \$60.00 \$70.00		No Bid
2. 11 – 20 miles	\$39.45 \$52.00 \$62.00	\$36.75 \$52.00 \$62.00 \$72.00		No Bid
3. 21 – 30 miles	\$42.60 \$54.00 \$64.00	\$37.75 \$54.00 \$64.00 \$74.00		No Bid
4. 31 + miles	\$44.95 \$57.00 \$67.00	\$39.75 \$57.00 \$67.00 \$77.00		No Bid

B. Hopper Pick Up	Gulf Coast, a CRH Company		Knife River Corporation – South	
Location	Address	Price per ton	Address	Price per ton
1. Beaumont	860 Pine Street	\$31.75 \$42.00 \$50.00 \$58.00		
2. Port Neches				
3. Port Arthur				
4. Other			Bridge City	\$38.00 \$45.00
5. Other				
Hours of Hopper Operation	Mon-Fri, 7am - 4 pm			
Loose weight in lbs/cy	2500 lbs/cy			

Gulf Coast, a CRH Company
PO Box 20779
Beaumont TX 77720
attn: Jeremy Hemmings
jeremy.hemmings@texasmaterials.com
ph: 409-718-8082

Knife River Corporation—South
PO Box 20257
Beaumont TX 77720
attn: Toby C. Burns
toby.burns@kniferiver.com
ph: 409-842-9393



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, County Purchasing Agent

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

Current Pricing

IFB 24-050/CG

Term Contract for Liquid Soil Stabilizer for Jefferson County

Awarded: Tuesday, December 3, 2024

	Base Seal International
Price Per Gallon	\$25.00
Drum Size	55 gallons
Dilution Rate	Dilution rate is approximately 32 to 1, water to product, and is necessary to achieve optimum moisture content of the soil mixture being stabilized.
Coverage Rate Linear Feet Per Gallon	23.5
Total:	\$1,375.00 per 55 gal drum

Base-Seal International, Inc.

9107 Hudson Court

Houston TX 77024

attn: Carol and Danny Bowers

base-seal@att.net

ph: 281-497-7743

fx: 855-311-8604

Current Pricing
 IFB 22-033/MR
 Term Contract for Asphalt Products for Jefferson County
 Awarded 8/02/2022

Renewal 1: 08/01/2023 – 07/31/2024
 Renewal 2: 07/31/2024 – 07/30/2025

Updated: August 1, 2024

I. Asphalt Products – Direct Pick Up at Vendor's Asphalt Storage/Production Facility		
	1. Grade CRS-2 Emulsion	\$2.80 Per gallon
	2. Grade SS-1	\$ 2.80 Per gallon
	3. Grade AE-P	\$3.25 Per Gallon
	Vendor's Shipping Point Address:	100112 East Pt. Neches, Pt. Neches, TX 77654
	Hours of Hopper Operation:	7:00 am – 4:00 pm

II. Asphalt Products – Delivery to Precinct 3 Storage Tank, Port Arthur Service Center		
	1. Grade CRS-2 Emulsion	\$2.98 Per gallon
	2. Grade AE-P	\$3.43 Per Gallon
	Vendor's Shipping Point Address:	300 Christy Place South, Houston, TX 77587
	Hours of Hopper Operation:	24 hours a day / 7 days a week
	Delivery and Return Charge for Tanker:	Delivery \$901 / Return \$450

III. Asphalt Products – Delivery to Project Location (Location will vary)		
	1. Grade CRS-2 Emulsion	\$2.98 Per gallon
	2. Grade SS-1	\$2.98 Per gallon
	3. Grade AE-P	\$3.43 Per Gallon
	Vendor's Shipping Point Address:	300 Christy Place South, Houston, TX 77587
	Hours of Hopper Operation:	24 hours a day / 7 days a week
	Delivery and Return Charge for Tanker:	Delivery \$901 / Return \$450
	Additional Mileage Cost	None

Martin Asphalt Company
 3 Riverway #400
 Houston TX 77056
 attn: Victoria Espino
victoria.espino@martinmlp.com
 ph: 713-350-6852
 fx: 713-350-2801

Jefferson County's Overweight Policy

COUNTY OF JEFFERSON §

STATE OF TEXAS §

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 23rd day of August, 1999, on motion made by Jimmie P. Cokinos, Commissioner of Precinct No. 1, and seconded by Waymon D. Hallmark, Commissioner of Precinct No. 3, the following Resolution was adopted:

WHEREAS, a public hearing was held on the 9th day of August, 1999 at 10:00 A.M. in the Jefferson County Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, Beaumont, Texas to discuss the establishment of maximum load limits for all county roads in Jefferson County, and

WHEREAS, notice of said public hearing was published in a newspaper with county wide circulation one time, giving at least seven (7) days but not more than thirty (30) days notice of said hearing as required by Section 251.152, Transportation Code.

It is therefore RESOLVED and ORDERED that the following weight limitations be and hereby are established for all vehicular traffic on county roads pursuant to and in accordance with the county's authority under Section 621.301, Transportation Code.

(a) A vehicle or combination of vehicles may not be operated over or on a county road if the vehicle or combination exceeds the maximum weight of load as specified in Section 621.101, Transportation Code, to wit:

(1) an axle that carries a load heavier than:

- A. 16,000 pounds on high-pressure tires; or
- B. 20,000 pounds on low-pressure tires, including all enforcement tolerances as established in the Transportation Code.

(2) a tandem axle weight heavier than 34,000 pounds, including all enforcement tolerances as established in the Transportation Code.

(3) an overall gross weight on a group of two or more consecutive axles heavier than the weight computed using the following formula and rounding the result to the nearest 500 pounds:

$$W = 500((LN/(N - 1)) + 12N + 36)$$

Where:

"W" is maximum overall gross weight on the group;

"L" is distance in feet between the axles of the group that are the farthest apart; and

"N" is number of axles in the group;

(4) a weight heavier than:

- A. 600 pounds for each inch of tire width concentrated on the surface of the highway on a wheel using high-pressure tires; or
- B. 650 pounds for each inch of tire width concentrated on the surface of the highway on a wheel using low-pressure tires; or

(5) a wheel that carries a load heavier than:

- A. 8,000 pounds on high-pressure tires; or
- B. 10,000 pounds on low-pressure tires.

(b) Notwithstanding Subsection (a)(3), two consecutive sets of tandem axles may carry a gross load of not more than 34,000 pounds each if the overall distance between the first and last axles of the consecutive sets is 36 feet or more. The overall gross weight on a group of two or more consecutive axles may not be heavier than 80,000 pounds, including all enforcement tolerances as established in the Transportation Code.

(c) For the purposes of this ORDER, the load carried on an axle is the total load transmitted to the road by all wheels the centers of which can be included between two parallel transverse vertical planes 40 inches apart, extending across the full width of the vehicle.

Notwithstanding any other provision of this Resolution, the following roads are excluded from the Resolution and are limited to the gross weight limits as indicated:

- Hillebrant Road from Humble Road to Hwy. 365 – in Precinct No. 4 and 2. – 10,000 pounds.
- Labelle Road from Steinhagen Road to Hwy. 365 – in Precinct No. 4 and 2 – 32,000 pounds.
- Keith Rd. from Hwy. 105 to Calder – in Precinct No. 1 – 32,000 pounds.
- Walden Rd. from Major Dr. to South Pine Island – in Precinct No. 1 – 32,000 pounds.
- South Pine Island to Hwy. 90 – in Precinct No. 1 – 32,000 pounds
- Tram Rd. from Hwy. 105 to County Line - in Precinct No. 1 – 32,000 pounds
- Tolivar Canal Rd. – in Precinct No. 1 – 32,000 pounds
- Gentry Road – from Reins Road to Dishman – in Precinct No. 1 – 32,000 pounds
- Grayburg Road – from FM 362 to Highway 90 – in Precinct No. 1 – 32,000 pounds
- Moore Road – from Reins Road to Old Sour Lake Road – in Precinct No. 1 – 32,000 pounds
- Dishman Road – from Major Drive to Reins Road – in Precinct No. 1 – 32,000 pounds

Westbury – from Broadway to Old Sour Lake Road – in Precinct No. 1 – 32,000 pounds

Reins Road – from Highway 105 to Moore Road – in Precinct No. 1 – 32,000 pounds

Aggie Drive – from Old Sour Lake Road to Highway 90 – in Precinct No. 1 – 32,000 pounds

Old Sour Lake Road – from Calder Avenue to Bayou – in Precinct No. 1 – 32,000 pounds

Broadway – from Highway 90 to North China Road – in Precinct No. 1 – 32,000 pounds

Broadway – from Highway 90 to South China Road – in Precinct No. 1 – 32,000 pounds

South China to County Line – in Precinct No. 1 – 32,000 pounds

North China Road to Old Sour Lake Road – in Precinct No. 1 – 32,000 pounds

Labelle Rd. from Hwy. 73 North to Burrell Wingate Rd.- in Precinct No. 2- 24,000 pounds.

Jap Rd. from Patterson Rd. South to Hwy. 73- in precinct No. 2 – 28,000 pounds.

Craigen Rd. from Clark Refining entrance east to Paterson Rd.- in Precinct No. 2 – 32,000 pounds.

Wilber Rd. from New Park Industries entrance South to East Hamshire Rd. – in Precinct 2 and 3 - 32,000 pounds.

Santa Fe Trail – in Precinct No. 3 – 32,000 pounds.

Mesa lane – in Precinct No. 3 – 32,000 pounds.

Mustang Trail – in Precinct No. 3 – 32,000 pounds.

Sandy Lane – from FM 365 to Dead End in Precinct No. 3 – 32,000 pounds

Southfork Dr. – in Precinct No. 3 – 32,000 pounds

Azlea Drive – Precinct No. 3 – 32,000 pounds

Oleander Ave. – Precinct No. 3 – 32,000 pounds

Orchid Ave. – Precinct No. 3 – 32,000 pounds

Camellia Dr. – Precinct No. 3 – 32,000 pounds

Magnolia Dr. – Precinct No. 3 – 32,000 pounds

Holly Ave. – Precinct No 3 – 32,000 pounds

Coon Road – Precinct No. 3 – 32,000 pounds

Gordon Road – Precinct No 3 – 32,000 pounds

Gordon Road – Precinct No. 3 – 32,000 pounds

Glen Road – Precinct No. 3 – 32,000 pounds
East Hamshire Rd. – Precinct No. 3 – 32,000 pounds
North Wilber Rd. – Precinct No. 3 – 32,000 pounds
Bayou Trace – Precinct No. 3 – 32,000 pounds
Cyress Lane – Precinct No. 3 – 32,000 pounds
Wise Road – Precinct No. 3 – 32,000 pounds
Maverick Lane – Precinct No. 3 – 32,000 pounds
Marsh Road – Precinct No. 3 – 32,000 pounds
McCall Road – Precinct No. 3 – 32,000 pounds
League Road – Precinct No. 3 – 32,000 pounds
Alamo Street – Precinct No. 3 – 32,000 pounds
2nd Street – Precinct No. 3. – 32,000 pounds
Main Street – Precinct No. – 32,000 pounds
San Jacinto - Precinct No. 3 – 32,000 pounds
Hall Road – Precinct No. 3 – 32,000 pounds
Fig Plant Rd. – Precinct No. 3 – 32,000 pounds
Powers Road – Precinct No. 3 – 32,000 pounds
West Powers Rd. – Precinct No. 3 – 32,000 pounds
Martin Street – Precinct No. 3 – 32,000 pounds
Glory Road – Precinct No. 3 – 32,000 pounds
Old Big Hill Rd. – Precinct No. 3 – 32,000 pounds
Wilford Road – Precinct No. 3 – 32,000 pounds
Clifton Ave. – Precinct No. 3 – 32,000 pounds
Jackie road – Precinct No. 3 – 32,000 pounds
Dell Dale Ave – Precinct No. 3 – 32,000 pounds
Ward Circle – Precinct No. 3 – 32,000 pounds
Bergeron Drive – Precinct No. 3 – 32,000 pounds

Sandell Drive – Precinct No. 3 – 32,000 pounds

Horton Drive – Precinct No. 3 – 32,000 pounds

Buccaneer Road – Precinct No. 3 – 32,000 pounds

Heckaman Loop – Precinct No. 3 – 32,000 pounds

French Village – Precinct No. 3 – 32,000 pounds

Gallier Road – Precinct No. 3 – 32,000 pounds

Hamshire Rd from Hwy 124 to IH-10 – Precinct No. 3 – 32,000 pounds

Rollins Rd from Englin Rd. to Hwy 124 – Precinct No. 3 – 32,000 pounds

Kiker Rd. from Hwy 124 to Hwy 73 – Precinct No. 3 – 32,000 pounds

Brush Island from Hampshire Rd. to Rollins Rd.-Precinct No. 32,000 pounds

It is further RESOLVED and ORDERED that any vehicular traffic exceeding any of the foregoing weight limits be and hereby is divided into two categories:

CATEGORY 1: OVERWEIGHT VEHICLES – Vehicles exceeding any of the foregoing weight limits but which does not exceed 100,000 pounds in overall gross weight on a group of two or more consecutive axles.

CATEGORY 2: SUPERHEAVY VEHICLES – Vehicles exceeding any of the foregoing weight limits with an overall gross weight on a group of two or more consecutive axles exceeding 100,000 pounds.

It is further RESOLVED and ORDERED that any vehicular traffic classified in Category 1 and not possessing a valid State permit for overweight vehicles must first notify the precinct Commissioner and/or foreman in the precinct or precincts in which it will operate and then obtain a permit from the Jefferson County Engineer. The initial permit granted by the County Engineer shall be valid for a period of ninety (90) days from the date of its issuance. During this ninety (90) day period it shall be the duty of anyone desiring to operate overweight vehicles to request a permit from the Jefferson County Commissioners' Court. An operator of an overweight vehicle may be required by the Commissioner's Court to execute a bond in an amount sufficient to guarantee the payment of any damages to any County road or County bridge sustained as a consequence of the transportation authorized by the State or County permit. The granting of permits under this provision shall be in accordance with Section 623.018, Transportation Code.

It is further RESOLVED and ORDERED that any vehicular traffic classified in Category 2 and not possessing a valid state permit for overweight vehicles will be allowed to operate on county roads after notifying the precinct Commissioner and/or foreman in the precinct or precincts in which it will operate, and after obtaining a Category 2 overweight permit from the County Engineer. The initial permit granted by the County Engineer shall be valid for a ninety (90) day period; it shall be the duty of anyone desiring to operate superheavy vehicles to request a permit from the Jefferson County Commissioners' Court. An operator of a superheavy vehicle may be required by the Commissioners' Court to execute a bond in an amount sufficient to guarantee the payment of any damages to any County road or County bridge sustained as a consequence of the transportation authorized by the County permit. The granting of

permits under this provision shall be in accordance with Section 623.018, Transportation Code. A \$200.00 fee shall be charged for Category 2 superheavy permits.

It is therefore RESOLVED and ORDERED that the following:

Who Must Apply

Any person, company or corporation wishing to operate a motor vehicle, trailer, semitrailer, or combination of those vehicles, or a truck-tractor or combination of a truck-tractor and one or more other vehicles, that is in itself overweight, oversize or overlength, or while in the action of transporting a commodity, is overweight, oversize or overlength, on the roadways of Jefferson County, or in the opinion of the County Engineer could severely damage the roadway.

A maximum weight set under this resolution does not apply to a vehicle delivering groceries or farm products to a destination requiring travel over a road for which the maximum is set.

A maximum weight or load set under this policy becomes effective on a highway or road when appropriate signs giving notice of the maximum weight or load are erected on the highway or road under order of the Commissioners Court.

Any person, company or corporation in possession of a valid and current overweight vehicle permit issued by the State of Texas, as defined in the State of Texas' Transportation Code, section 623.011, "Permit For Excess Axle Or Gross Weight", is exempt from having to obtain an overweight vehicle permit from Jefferson County. Any person, company or corporation issued a state permit under the above section must provide copies of the issued permit and bonds provided to the state, along with the completed permit application to the address listed below under Application.

The permittee shall comply with all rules, regulations, principals and specifications herein contained and any others subsequently adopted by the Jefferson County Commissioners' Court prior to the issuance of the permit.

Application

The permittee must complete seven (7) copies of the form herein contained, outlining in detail the purpose and route of the overweight vehicle. A plat of the project area identifying the location and route of the overweight vehicle, including roads, major stream crossings, survey lines, scale, northerly direction and property ownership.

A current USGS (United States Geological Survey) 7.5' Quad map with the location and route of the overweight vehicle, including roads, major stream crossings, survey lines, scale, northerly direction and property ownership will satisfy the plat requirements.

The completed application forms and maps must be returned to:

Jefferson County Engineering Department

1149 Pearl Street – 5th Floor

Beaumont, Texas 77701

Changes and Alterations

Advance notification in writing will be required for any changes or alterations in the Overweight Vehicle Permit except in emergency situations where the safety of the public would be endangered.

In any such emergency, contact the County Engineer by phone (409) 835-8584 and inform him/her of the emergency situation and any proposed solution. As soon as practical, but no later than 48 hours after starting the emergency response, the permit holder shall notify the County Engineer in writing of the emergency response effected, in detail and the reason(s) immediate action was necessary.

Time Limits

The permit holder is allowed ninety (90) days from the granting of the permit to complete operations. If the permit holder can not complete the work within the allowed time frame specified, the permit holder may re-apply. Any re-application must be completed prior to the expiration of the previously issued permit.

Bonds

Permit holder shall have in force with Jefferson County a performance bond in the principal amounts of **\$10,000.00** for each roadway crossing and **\$100,000.00** per mile or fraction thereof or **\$25,000.00** per culvert crossing. The bond shall be payable to Jefferson County for the use and benefit of protecting against damage to Jefferson County's property.

The bond shall provide that it may not be cancelled, altered or otherwise modified without fifteen (15) days prior written notice to Jefferson County. The bond shall be good and in effect for the length of the permit or such time as operations may be reasonably expected to be in effect.

Violations of this order shall be adjudicated in accordance with Section 251.161, Transportation Code which provides that a violation of a County Weight Limit Order is a misdemeanor which will be punished by a fine not to exceed \$50.00 for the first offense; a fine not to exceed \$200.00 for the second offense; and for each subsequent offense a fine not to exceed \$500.00; confinement in the county jail for a period not to exceed 60 days; or both the fine and confinement.

This resolution supersedes and repeals the 1986 resolution of the Jefferson County Commissioners' Court concerning maximum weight limits for County roads, and shall be in full force and effect from the 23rd day of August, 1999.

PASSED this 23rd day of August, 1999.



[Download Overweight Vehicle Permit](#)

[Back to Engineering](#)





Resolution

STATE OF TEXAS

§

COMMISSIONERS'
COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY,
TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 14th day of June, 2010, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

Resolution Concerning Overweight Trucks

WHEREAS, overweight trucks are causing extensive damage to Jefferson County roads and thereby causing our county taxpayers to absorb an unfair burden to repair that damage; and

WHEREAS, the Texas Senate Transportation and Homeland Security Committee has conducted hearings to consider requests by the transportation industry to increase weight permit limits from 84,000 to 97,000 pounds; and

WHEREAS, allowing an increase in current overweight truck permits would ignore the increased cost and safety issues resulting from the current overweight truck permits; and

WHEREAS, most of our ^{county} roads are normally designed for a 42,000-pound capacity and a single overweight truck is causing as much road damage as 10,000 automobiles; and

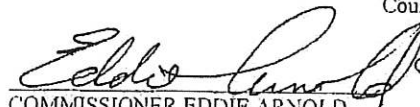
WHEREAS, the Jefferson County budget is grossly underfunded and any savings achieved by the transportation industry from an increase of overweight truck limits will be eclipsed by the cost to taxpayers to repair damage to our roads; and

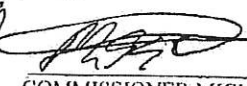
NOW THEREFORE, be it resolved that the Commissioners' Court of Jefferson County, Texas urges all state elected officials to:

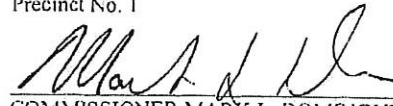
1. Abolish the statewide overweight truck permit;
2. To triple the fines for overweight vehicles; and
3. Allocate a portion of the motor fuel tax to Jefferson County for road repair and improvement.

SIGNED this 14th day of June, 2010.

JUDGE RONALD WALKER
County Judge


COMMISSIONER EDDIE ARNOLD
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER MARK L. DOMINGUE
Precinct No. 2


COMMISSIONER EVERETT D. ALFRED
Precinct No. 4





Memorandum

774 file
CS
JD

TO: Mr. David Hearnberger
Beaumont District

DATE: June 9, 1994

FROM: Walter W. Chambers, P.E.
Director, Construction
and Maintenance Division

ORIGINATING OFFICE:
Carilyn Jirasek
(512) 416-3196

SUBJECT: Multiple Use Agreement
Boat Ramp on SH 82 at Sabine Lake
Jefferson County

Attached are two fully executed copies of the subject Agreement. Please retain one copy for your files and distribute the other to Jefferson County.

Should you have any questions concerning this Agreement, you may contact Carilyn Jirasek at the above telephone number.

ORIGINAL SIGNED BY
WALTER W. CHAMBERS, P.E.

 CGJ
Attachments

O:\DATA\WP51\AGREE\MUA\SABINELK.BMT

Revised April 1994

Sabine Lake/SH 82 Boat Ramp
MULTIPLE USE AGREEMENT
 Jefferson County

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and Jefferson County, hereinafter called the "County", party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the 23rd day of May, 1994, the governing body for Jefferson County, entered into Resolution No. 255 herein after identified by reference, authorizing Jefferson County's participation in this agreement with the State; and

WHEREAS, Jefferson County has requested the State to permit the construction, maintenance and operation of a public boat ramp on the highway right of way on SH 82 at Sabine Lake in Jefferson County; shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the County will enter into agreements with the State for the purpose of determining the respective responsibilities of the County and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

I.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. CONSTRUCTION PLANS

The parties hereto will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances from highway structures, adequate landscape treatment, and general layout; and they shall also delineate and define the construction responsibilities of both parties hereto and when approved shall be attached to the agreement and made a part thereof in all respects. Any future revisions or additions of permanent improvements shall be made after prior written approval of the State.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1 ½ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

4. PROHIBITIONS/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Maintenance and operation of the facility shall be entirely the responsibility of the County. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by policy patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonable objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonable objectionable dripping, droppings or discharge of any kind, including rain or snow.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operation thereof, and shall be subject to State approval.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgement of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgement that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous material is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The County shall provide written notification to the State that such facility will be discontinued for the purposed defined herein. The County shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

The County shall, insofar as it is legally permitted and subject to such limitations, indemnify the State against any and all damages and claims for damages, including those resulting from injury

to or death of persons or for loss of or damage to property, arising out of, incident to or in any manner connected with its construction, maintenance or operation of the facility, which indemnification shall extend to and include any and all court costs, attorney's fees and expenses related to or connected with any claims or suits for damages and shall, if connected with any claims or suits for damages and shall, if requested in writing by the State to do so, assist that State with or relieve the State from defending any suit brought against it. Neither party hereto intends to waive, relinquish, limit or condition its right to avoid any such liability by claiming its governmental immunity.

When notified by the State to do so, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from its construction, maintenance or operation of the facility, or its duly authorized agents or employees, and shall promptly reimburse the State for costs of construction and/or repair work made necessary by reason of such damages.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the County. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State and the County, but the County shall become fully subrogated to the State and shall be entitled to maintain any action over and against the third party which may be liable for have caused the County to pay or disburse any sum of money hereunder.

13. INSURANCE

Jefferson County shall provide necessary safeguards to protect the public on State-maintained highways including adequate insurance for payment of any damages which might result during the construction of the facility occupying such airspace or thereafter, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the State's right of way, the County's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 20.102 (Rev. 12-91) and shall maintain the required coverages during the construction of the facility.

14. USE OF RIGHT OF WAY

It is to be understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for right of way purposes when it is required for the construction or reconstruction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein, but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The County shall be

responsible for obtaining such additional consent or agreement as may be necessary due to this agreement. This includes, but is not limited to, public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Federal-Aid Highway Program Manual, shall be attached to and become a part of this agreement.

II.

17. CIVIL RIGHTS ASSURANCES

The County, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the County shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title IV of the Civil Rights Act of 1964, as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this agreement.

20. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

TEXAS DEPARTMENT
OF TRANSPORTATION

P.O. Box 3468

Beaumont, TX 77704

JEFFERSON COUNTY

1149 Pearl Street

Beaumont, Texas 77701

List of Attached Exhibits:

Exhibit A - General Layout

Exhibit B - Metes and Bounds Description

Exhibit C - Approved Construction Plans

Exhibit D - Certificate of Insurance (TxDOT Form 1560)

Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the 25th
 day of May, 1994, and the State on the
9th day of June, 1994.

B. P. LeBlanc, Jr.

By: County Judge

Title

STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission under the authority of Minute Order 100002.

ATTEST:

Andrea S. Wilson, Chief Deputy
 Title County Clerk

By: John Aldridge, P.E.

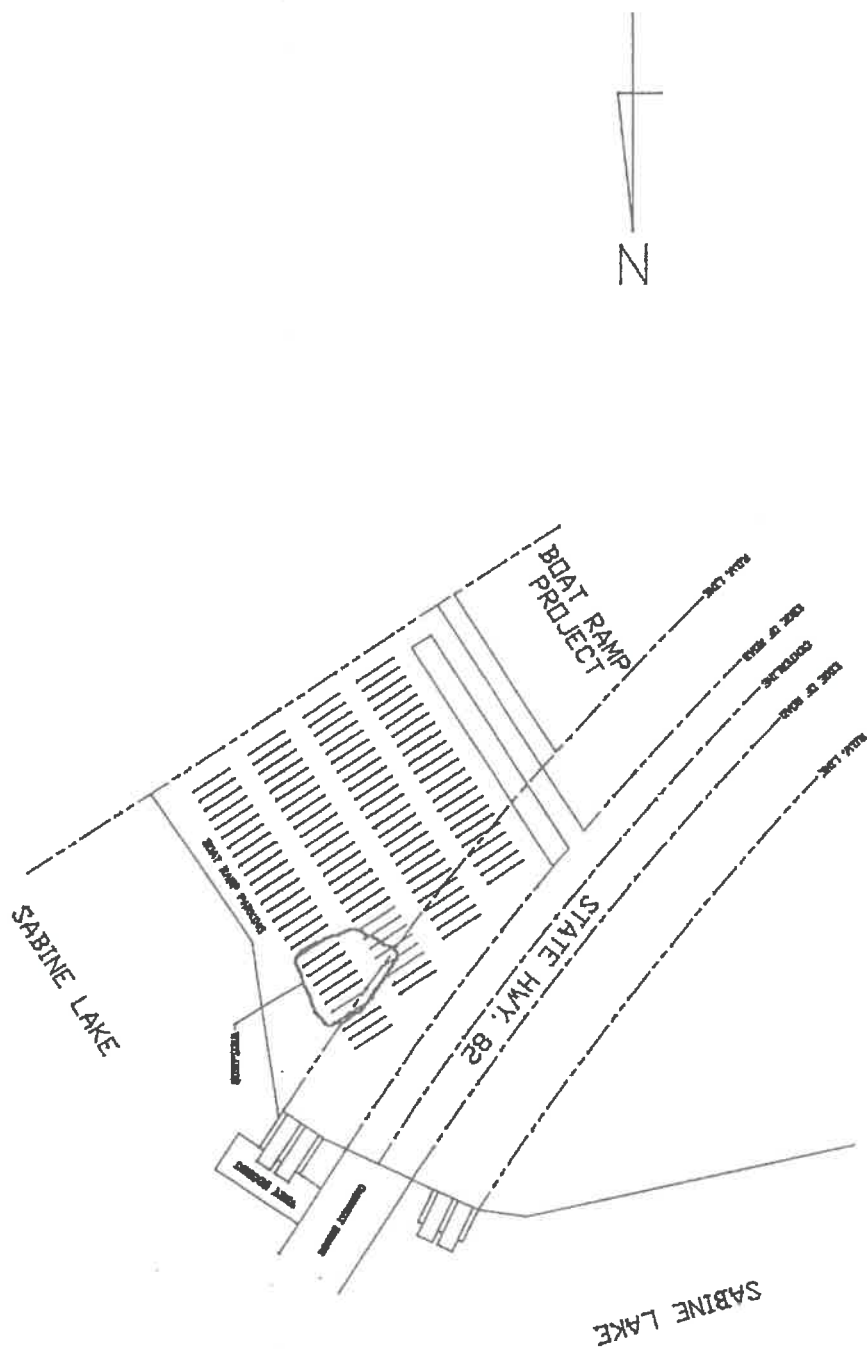
Asst. Director
 Construction and Maintenance Division

APPROVAL RECOMMENDED:

Frank B. James
 for District Engineer

John B. Paul, P.E.
 Asst. Director
 Design Division

Exhibit A



MESQUITE POINT
BOAT RAMP

JEFFERSON COUNTY ENGINEERING DEPT.

DATE	1/24/04
BY	1/24/04
SCALE	AS SHOWN
PROJECT	BOAT RAMP
CLIENT	JEFFERSON COUNTY ENGINEERING DEPT.

Exhibit B

FIELD NOTE DESCRIPTION OF 0.6497 ACRES OF LAND

Being all that certain tract of parcel of land within the Right-of-Way of State Highway 82 in the Dennis Gahagan League, Abstract 123, Jefferson County, Texas and being a part of the Right-of-Way conveyed to the State of Texas by Jefferson County Commissioners' Court in a resolution dated February 10, 1975 and by Texas Highway Commission Minute Order #69676 dated January 29, 1975 and recorded in Volume 82, Page 144 of Commissioners' Court Minutes, Jefferson County, Texas.

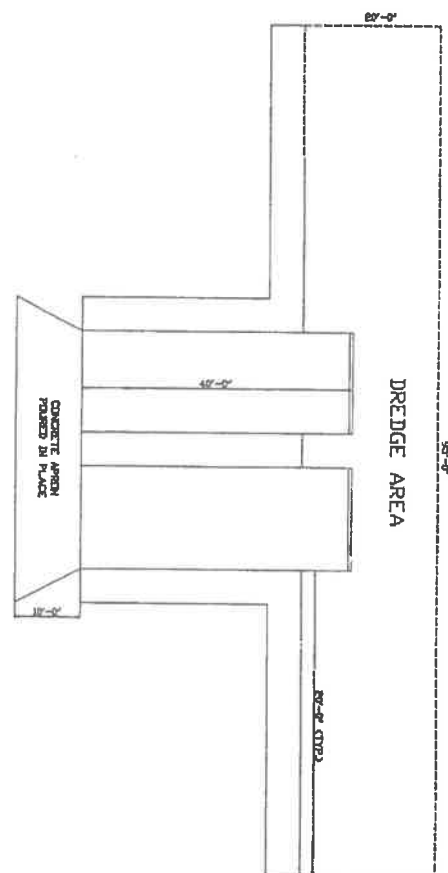
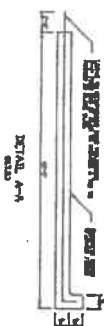
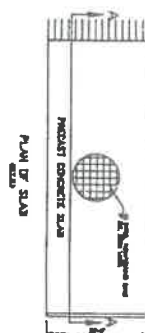
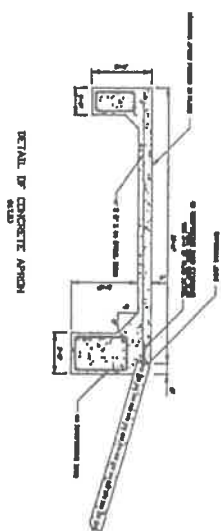
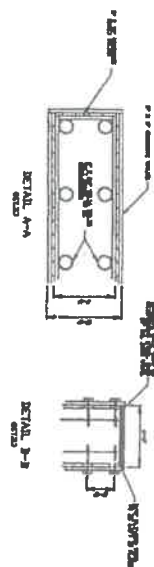
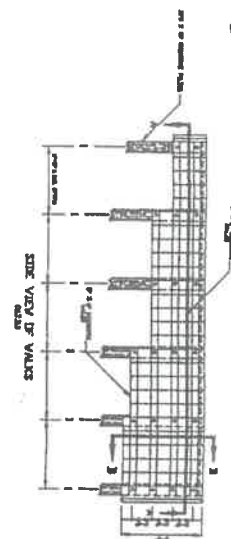
Beginning at an iron rod marking the Northwest corner of the Andrew Green 3.462 acre tract as described in a Special Warranty Deed dated January 21, 1992 and recorded in Film Code 104-06-1197, Deed Records, Jefferson County, Texas, said iron rod also being in the South Right-of-Way line of State Highway 82;

Thence North $51^{\circ}51'43''$ West, 65.0 feet to a point in the bottom slope of said highway and being 35 feet from the centerline of same;

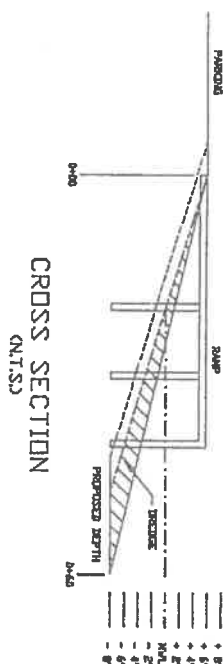
Thence in a Northeasterly direction along the arc of a curve to the left and being 65 feet from and parallel to the Southeasterly Right-of-Way line of State Highway 82, a distance of 466.37 feet to a point in the West bank of Sabine Lake, said curve having a central angle of $8^{\circ}16'28''$, a radius of 2822.47 feet and a chord length of 465.99 feet;

Thence South $18^{\circ}42'31''$ East along the West bank of Sabine Lake 77.62 feet to a point for corner, said corner being in the Southeasterly Right-of-Way Line of State Highway 82, and also being the Northeast corner of the Andrew Green tract;

Thence in a Southwesterly direction along the arc of a curve to the right and the Southeasterly Right-of-Way line of State Highway 82, and the Northerly line of the Andrew Green tract a distance of 405.22 feet to the PLACE OF BEGINNING, said curve having a central angle of $8^{\circ}16'28''$, a radius of 2887.47 feet and a chord length of 404.86 feet, said tract herein described containing an area of 0.6497 acres of land, more or less.



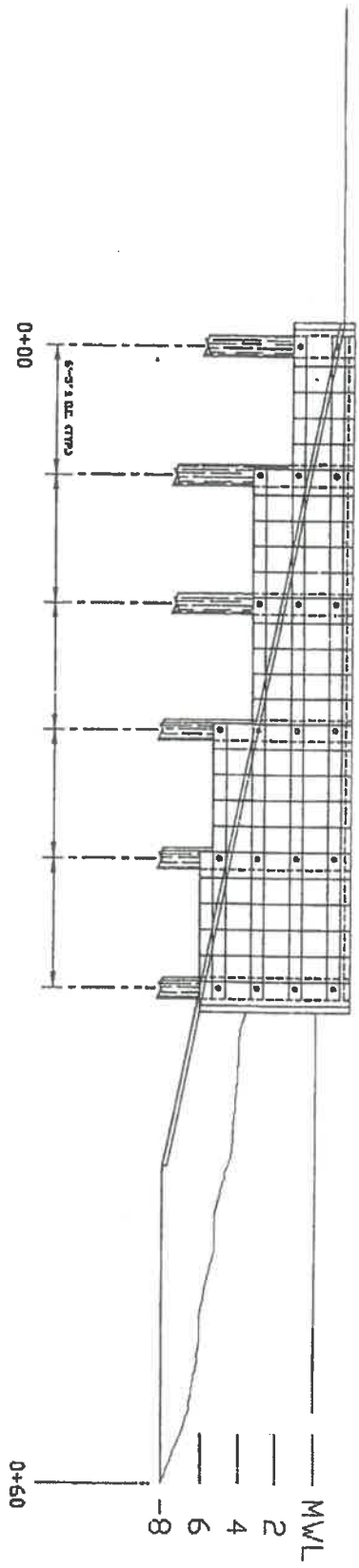
BOAT RAMPS
(N.T.S.)



PLEASURE ISLAND
BOAT RAMP
JEFFERSON COUNTY, TX.

WESTERSON COUNTY ENGINEERING DEPT

Exhibit C
Page 2



PROPOSED CROSS SECTION OF BOAT RAMP & DREDGING
(N.T.S.)

PLEASURE ISLAND
BOAT RAMP

DATE	3/20/74
BY	JW/ML
CHK'D BY	MLL
SCALE	1" = 2'

TEXAS
DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF INSURANCE



Exhibit D

The named contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: the Texas Department of Transportation as an Additional Insured for coverages 3 and 4, and a Waiver of Subrogation in favor of the same department under coverages 2, 3 and 4. Only certificates of insurance published by this department are acceptable as proof of insurance. Commercial carriers' certificates are unacceptable.

SECTION I - IDENTIFICATION DATA

1.1 Insured Contractor's Name		
1.2 Street/Mailing Address		
1.3 City	1.4 State	1.5 Zip
1.6 Phone Number Area Code ()		

SECTION II - TYPE OF INSURANCE

Type	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability Not Less Than:
2. WORKERS' COMPENSATION	2.1	2.2	2.3	Statutory - Texas
Endorsed with a Waiver of Subrogation in favor of the Texas Department of Transportation.				
3. COMMERCIAL GENERAL LIABILITY				
Bodily Injury/Property Damage	3.1	3.2	3.3	\$325,000 combined single limit each occurrence and in the aggregate
Endorsed with the Texas Department of Transportation as an Additional Insured and endorsed with a Waiver of Subrogation in favor of the Texas Department of Transportation.				
4. TEXAS BUSINESS AUTOMOBILE POLICY				
A. Bodily Injury	4.1	4.2	4.3	\$100,000 ea. person \$300,000 ea. occurrence
B. Property Damage	4.4	4.5	4.6	\$25,000 ea. occurrence
Endorsed with the Texas Department of Transportation as an Additional Insured and endorsed with a Waiver of Subrogation in favor of the Texas Department of Transportation.				
5. UMBRELLA POLICY (If Applicable)	5.1	5.2	5.3	\$

SECTION III - CERTIFICATION

This Certificate of Insurance neither affirmatively or negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below.

Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notices by certified mail to the contractor and the Texas Department of Transportation.

THIS IS TO CERTIFY to the Texas Department of Transportation, acting on behalf of the State of Texas, that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

6.1 Name of Insurance Company			7.1 Name of Authorized Agent		
6.2 Company Address			7.2 Agent's Address		
6.3 City	6.4 State	6.5 Zip	7.3 City	7.4 State	7.5 Zip
7.6 Authorized Agent's Phone No. Area Code ()			Original Signature of Authorized Agent		
			Date		

EXHIBIT E

Attachment "A"

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, Section 713.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
2. Any change in the authorized use of airspace shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. The airspace shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revokable in the event that the airspace facility ceases to be used or is abandoned.

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

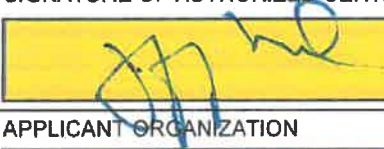
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (Identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	County Judge
APPLICANT ORGANIZATION	DATE SUBMITTED
Jefferson County	1-12-21

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION			
Jefferson County			
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
Prefix:	* First Name:	Middle Name:	
* Last Name:		Suffix:	
* Title:			
* SIGNATURE:		* DATE:	

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

1. * Type of Federal Action: ☐ a. contract ☒ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. * Status of Federal Action: ☐ a. bid/offer/application ☒ b. initial award ☐ c. post-award	3. * Report Type: ☒ a. initial filing ☐ b. material change
--	--	--

4. Name and Address of Reporting Entity:
☐ Prime ☒ SubAwardee Tier if known:
 * Name
 * Street 1 Street 2
 * City State Zip
 Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:
 * Name
 * Street 1 Street 2
 * City State Zip
 Congressional District, if known:

6. * Federal Department/Agency: 	7. * Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number, if known: 	9. Award Amount, if known: \$

10. a. Name and Address of Lobbying Registrant:
 Prefix * First Name Middle Name
 * Last Name Suffix
 * Street 1 Street 2
 * City State Zip

b. Individual Performing Services (including address if different from No. 10a)
 Prefix * First Name Middle Name
 * Last Name Suffix
 * Street 1 Street 2
 * City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact, upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*** Signature:**
*** Name:** Prefix * First Name Middle Name
 Last Name Suffix
Title: **Telephone No.:** **Date:**

STILLWATER LAKE ESTATES PHASE II

A RESIDENTIAL SUBDIVISION
JEFFERSON COUNTY, TEXAS
JULY 2025

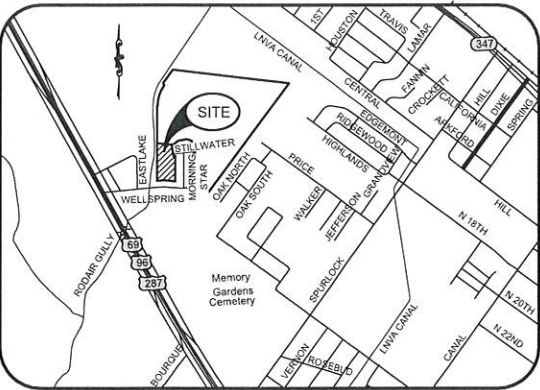
CONTACT LIST

JCWCID NO. 10
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7
TEXAS GAS SERVICE
ENTERGY, CUSTOMER SERVICE MANAGER
(BEAUMONT, PORT ARTHUR, MID COUNTY)
AT&T
(PORT ARTHUR, GROVES)
SPECTRUM
TEXAS ONE CALLS FOR UTILITY LOCATES

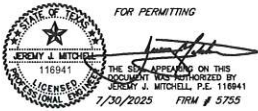
THOMAS McDONALD
409-722-8922
GARRETT BOUDON
409-548-3802
TRACE HAMMOND
409-284-4676
DESHAUN ARMSTRONG
409-785-2412
MARK WELCH
346-312-7271
ROBERT FLANAGAN
409-720-5513
CELL: 409-988-2849

JCWCID NO. 10
BOARD MEMBERS

PRESIDENT: STEPHEN SAVANT
VICE PRESIDENT: LESTER CROOKS
SECRETARY: JOHN WAGNER
DIRECTOR: ALLAN ZUMO
DIRECTOR: JEROME HAVARD
GENERAL MANAGER: THOMAS McDONALD



SHEET	DESCRIPTION
	TITLE SHEET
1	PLAT
2	TOPOGRAPHIC SURVEY
3	EROSION CONTROL PLAN
4	UTILITY PLAN
5	GRADING PLAN
6	DRAINAGE PLAN
7	POND DRAINAGE & CALCULATIONS
8-9	PLAN & PROFILE
10-13	DETAILS
14-15	TECHNICAL SPECIFICATIONS



JCWCID NO. 10 APPROVAL
BY: Thomas McDonald
GENERAL MANAGER

JEFFERSON COUNTY ENGINEER APPROVAL
BY: Michelle T. Galt
COUNTY ENGINEER
DATE: _____



3737 Doctors Drive
Port Arthur, Texas 77642
Tel. 409.983.2004
Fax 409.983.2005
soutexsurveyors.com

PROJECT NO. 22-0045

Acknowledgement and certificate of dedication by the Owner, to wit:

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT CORKRAN MANAGEMENT, LLC, OWNER OF 4.041 ACRES OF LAND PART OF THE WILLIAM CARROLL SURVEY, JEFFERSON COUNTY, TEXAS, AS CONVEYED TO CORKRAN MANAGEMENT, LLC BY DEED DATED 6/6/2022, AND RECORDED IN F.# 2022024088, OFFICIAL PUBLIC RECORDS, OF REAL PROPERTY, JEFFERSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE 4.041 ACRES OF LAND TO BE KNOWN AS STILLWATER LAKE ESTATES, PHASE II, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETO FORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC EASEMENTS SHOWN HEREON.
WITNESS OUR HANDS IN JEFFERSON COUNTY, TEXAS THIS ____ DAY OF _____, 20____.

GREG CORKRAN, MEMBER OF CORKRAN MANAGEMENT, LLC

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GREG CORKRAN, MEMBER OF CORKRAN MANAGEMENT, LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, A.D., 20____

NOTARY PUBLIC IN AND FOR
JEFFERSON COUNTY, TEXAS
MY COMMISSION EXPIRES _____ (DATE)

Certificate of County Approval, to-wit:

STATE OF TEXAS
COUNTY OF JEFFERSON

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE ____ DAY OF _____, A.D. 20____, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER PRECINCT NO. 1
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 2
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 3
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 4
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

Certification of Jefferson County Engineering:

MICHELLE FALGOUT, COUNTY ENGINEER OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS

COUNTY ENGINEER

Certification of Surveyor:

ANTHONY M. LEGER, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED AS EVIDENCE OR RELIED UPON AS A FINAL SURVEY DOCUMENT. RELEASE DATE: _____

ANTHONY M. LEGER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5481

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, A.D., 20____

NOTARY PUBLIC IN AND FOR
JEFFERSON COUNTY, TEXAS
MY COMMISSION EXPIRES _____ (DATE)

Certificate of Recording, to wit:

STATE OF TEXAS
COUNTY OF JEFFERSON

I, ROXANNA ACOSTA-HELLBERG, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, AT ____ O'CLOCK ____M., AND DULY RECORDED ON THE ____ DAY OF _____, 20____, AT ____ O'CLOCK ____M., IN THE PLAT RECORDS OF JEFFERSON COUNTY, TEXAS, IN FILE NO. _____

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

Development Regulations Notes:

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET. NO MORE THAN ONE SINGLE-FAMILY RESIDENCE ON EACH LOT.

Municipal/ETJ note:

THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CITY OF NEDERLAND'S AREA OF EXTRA TERRITORIAL JURISDICTION.

School District Plat Note:

THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE NEDERLAND INDEPENDENT SCHOOL DISTRICT.

FEMA Flood Plain Note:

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF A SPECIAL FLOOD HAZARD AREA AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY COMMUNITY PANEL # 480385-0285-C, DATED 11/20/1991. THE SITE LIES OUTSIDE OF THE LIMITS OF THE FEMA DETAILED STUDY. DRAINAGE DISTRICT NO. 7 DRAINAGE STUDY FOR RODAIR GULLY WILL BE USED TO SET FINISHED FLOOR ELEVATIONS IN THIS AREA.

Utility Notes:

ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T
GAS UTILITY SERVICE WILL BE PROVIDED BY: XXXXX
WATER UTILITY SERVICE WILL BE PROVIDED BY: W.C.I.D. NO. 10
SEWER UTILITY SERVICE WILL BE PROVIDED BY: W.C.I.D. NO. 10
CABLE UTILITY SERVICE WILL BE PROVIDED BY: XXXX

Sewage Disposal Note:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

Individual Water Supply Note:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

Water Supply Note:

AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

Pipeline Easement Note:

ALL EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.

Drainage Easement Note:

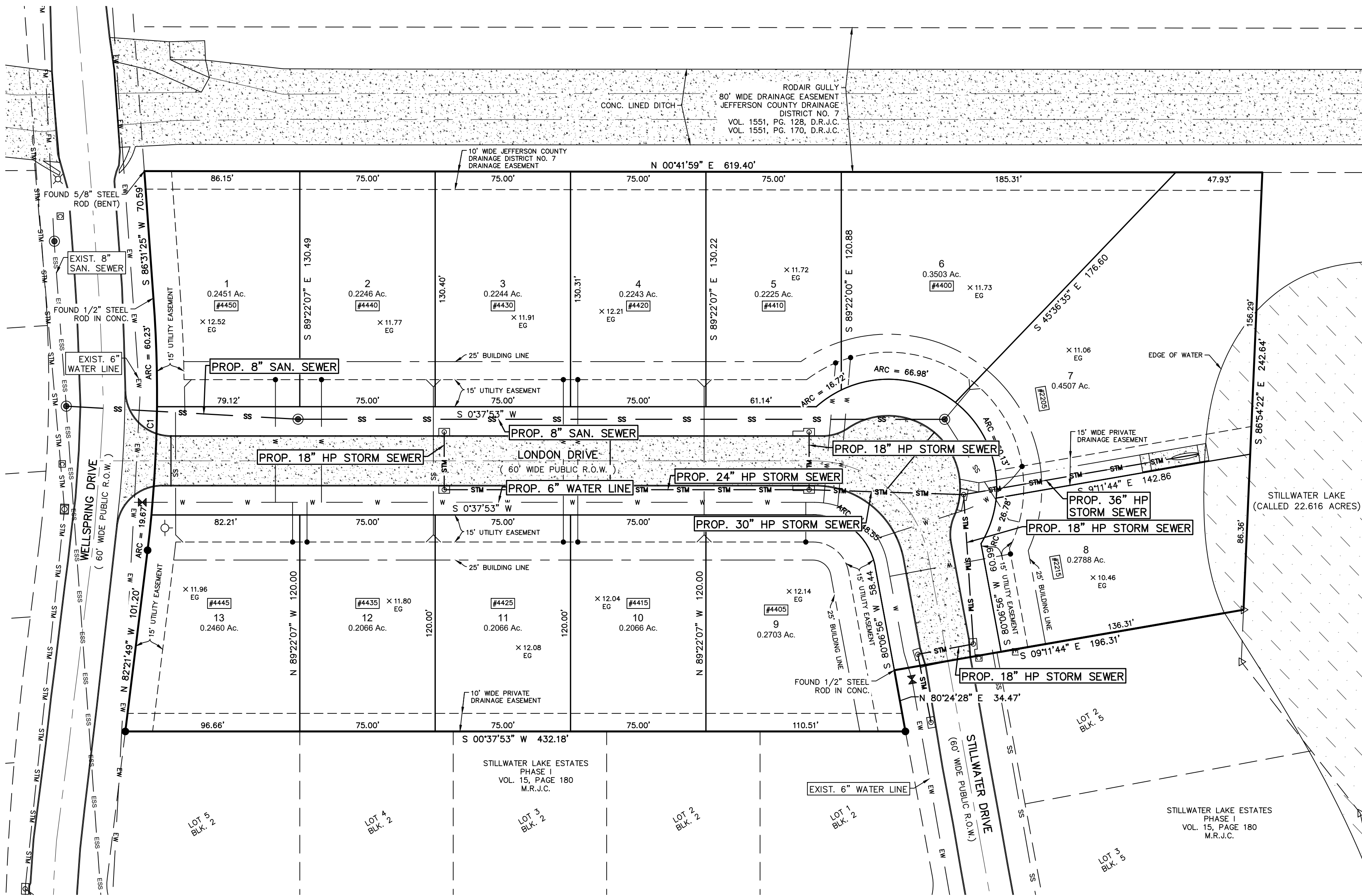
ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES. DRAINAGE EASEMENTS NOT SPECIFICALLY IDENTIFIED AS DD7 EASEMENTS WILL BE MAINTAINED BY A HOMEOWNERS ASSOCIATION OR OTHER PRIVATE ENTITY. JEFFERSON COUNTY WILL NOT MAINTAIN DRAINAGE FACILITIES OUTSIDE OF THE COUNTY R.O.W.

Benchmark(s):

BENCHMARK: 1/2" STEEL ROD IN CONC. CAPPED WITH YELLOW CAP
ELEVATION = XX.XX'

LEGEND

- = DOUBLE SAN. SERVICE
- = SINGLE SAN. SERVICE
- = SINGLE SERVICE WATER LINE
- SS — = PROP. SANITARY SEWER
- ESS — = EXIST. SANITARY SEWER
- EW — = EXIST. WATER LINE
- W — = PROP. WATER LINE
- STM — = STORM SEWER (RCP)
- = POWER POLE
- = LIGHT POLE
- ⊠ = STORM MANHOLE
- ⊙ = EXIST. SANITARY MANHOLE
- ⊠ = EXIST. WATER VALVE
- = EXIST. FIRE HYDRANT
- ⊙ = PROP. SANITARY SEWER MANHOLE
- = PROP. FIRE HYDRANT ASSEMBLY
- ⊠ = PROP. WATER VALVE

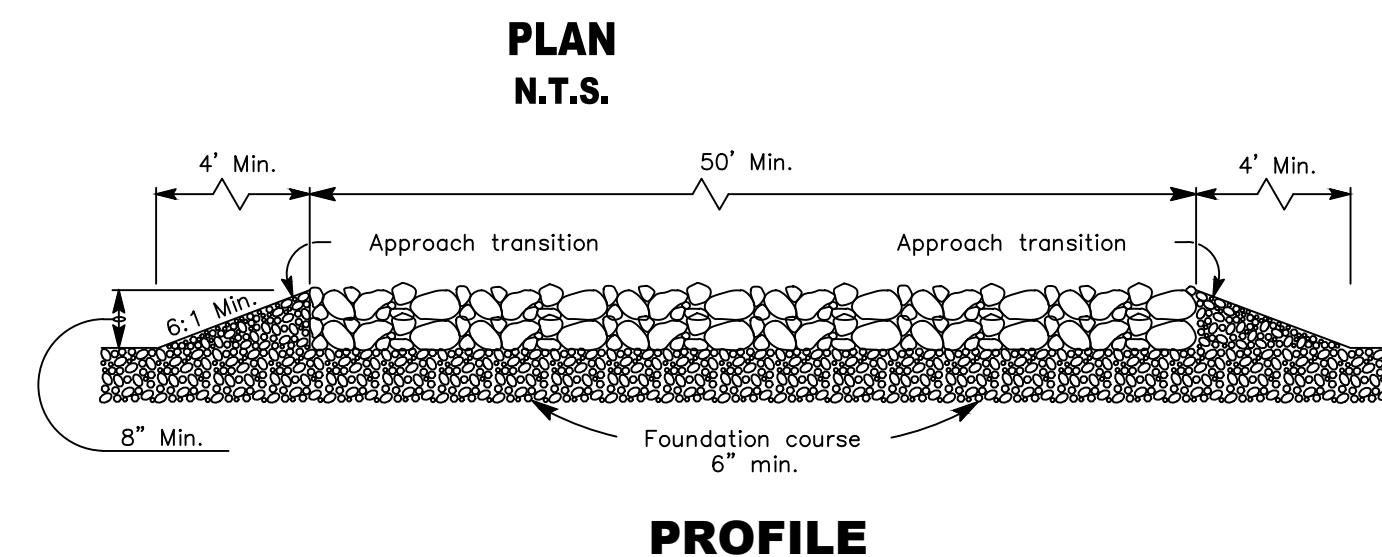
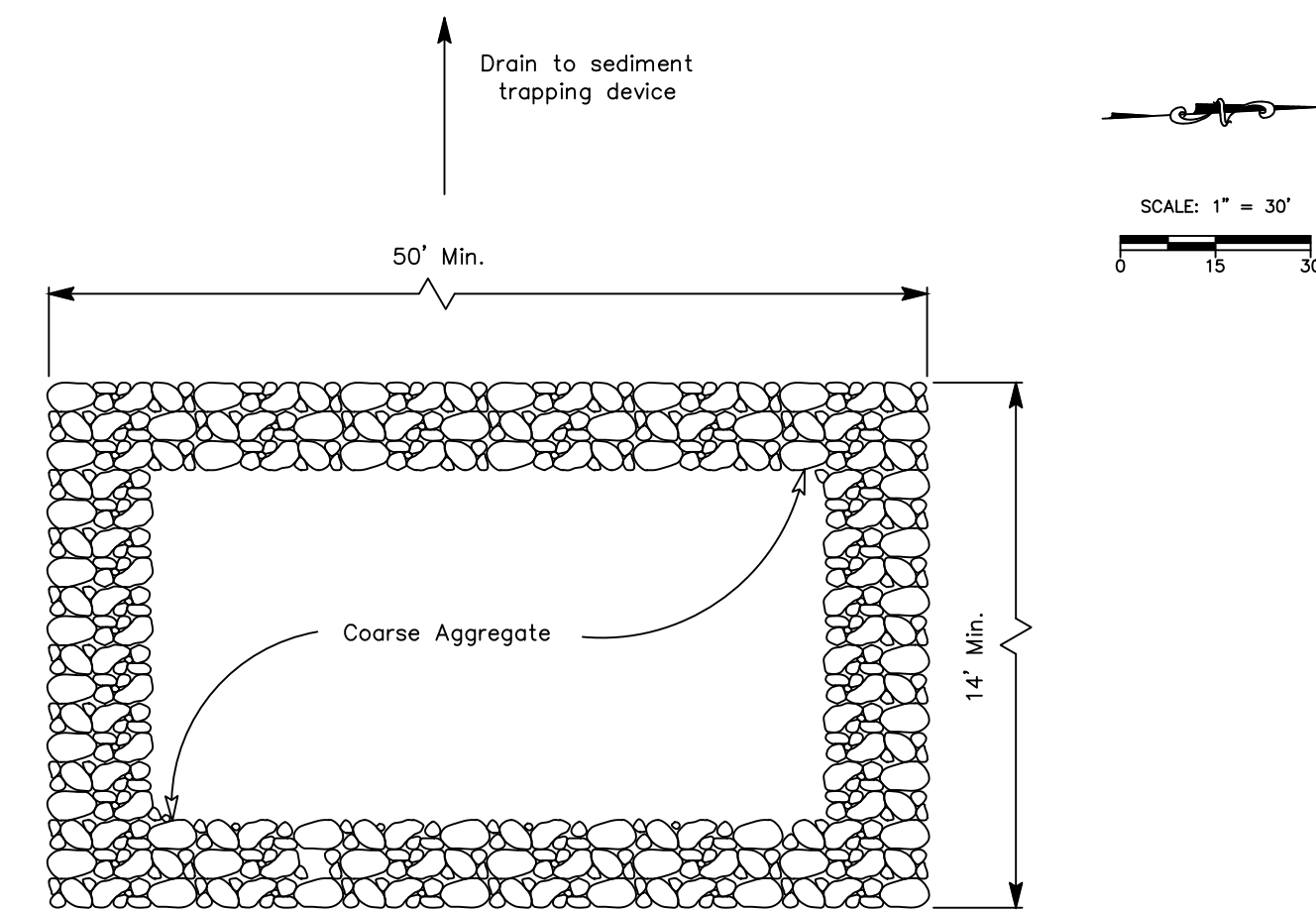
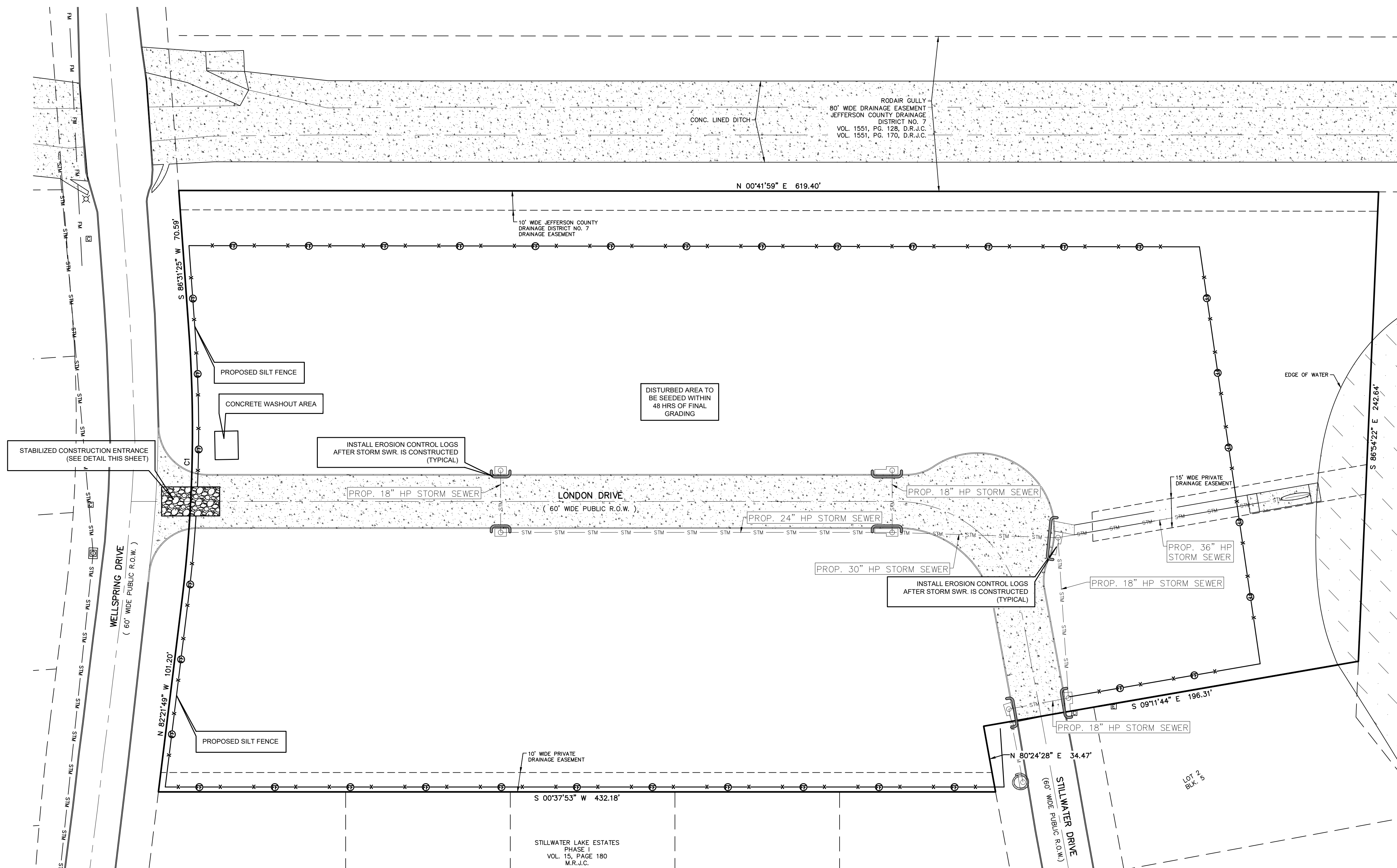


- SURVEYORS NOTES
1. BEARINGS, COORDINATES, DISTANCES AND ACREAGE ARE BASED ON TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FEET, REFERENCED TO SMARTNET, NA.
 2. ELEVATIONS SHOWN ARE NAVD83 ORTHOMETRIC HEIGHTS DERIVED USING GEOID18 AND ARE REFERENCED TO SMARTNET, NA.
 3. IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP REFERENCE SHOWN, THE SUBJECT TRACT LIES IN THE FLOOD ZONE "B". LOCATION ON MAP WAS DETERMINED BY SCALE. ACTUAL FIELD ELEVATION NOT DETERMINED, UNLESS REQUESTED. SOUTEX SURVEYORS, INC. DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAP DATED 11/20/1991, PANEL NO. 480385-0285-C.
 4. ALL DRAINAGE NEEDS TO BE DIRECTED TO THE FRONT OF THE PROPERTY INTO ROAD DITCHES.
 5. BASE FLOOD ELEVATION FOR THIS AREA WITH MINIMUM FINISH FLOOR ELEVATION IS TO BE DETERMINED BY JEFFERSON COUNTY FLOOD PLAIN ADMINISTRATOR.

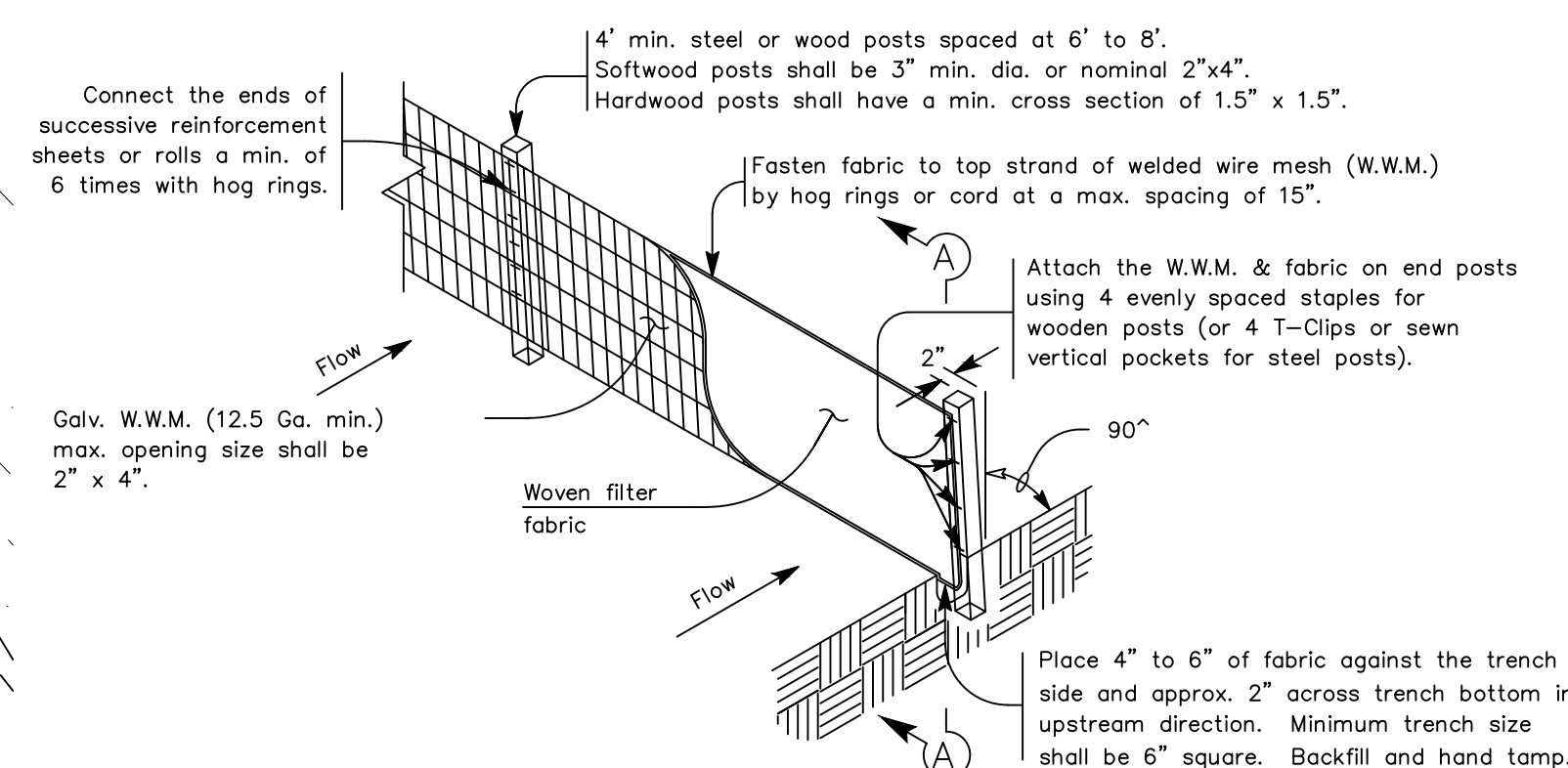
JOB NO. 22-0045	DRAWN BY: NJ	SHEET 1 OF 1
3737 Doctors Drive Port Arthur, Texas 77642 Tel. 409.983.2004 Fax. 409.983.2005 soutexsurveyors.com		
T.B.P.E. FIRM #5755 * T.X.L.S. FIRM #10123800		



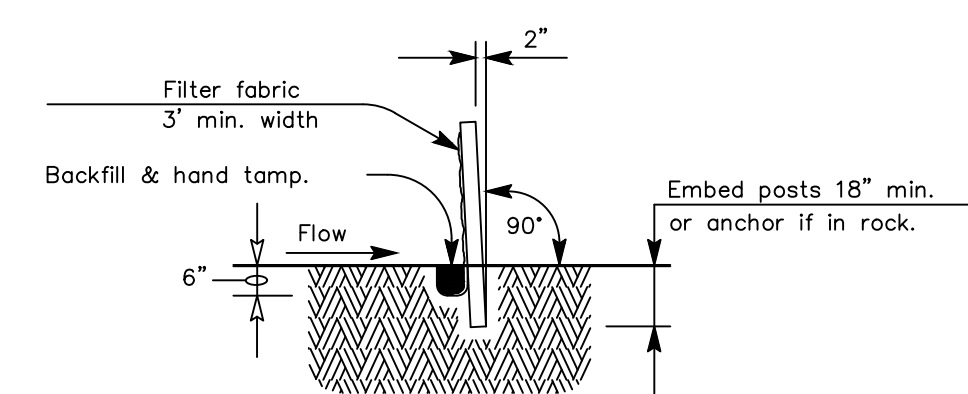
DESCRIPTION OF SERVICES: <u>TOPOGRAPHIC SURVEY</u> SURVEYOR'S CERTIFICATION: The undersigned does hereby certify that this survey was this day <u>2/18/2022</u> made on the ground of the property legally described hereon in accordance with the minimum standards of practice promulgated by the Texas Board of Professional Land Surveying. This survey is certified for this transaction only and is not transferable to additional institutions or subsequent owners. PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. RELEASE DATE: <u>4/14/22</u> ANTHONY M. LEGER REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5481	SURVEYORS NOTES 1. BEARINGS, COORDINATES, DISTANCES AND ACREAGE ARE BASED ON TEXAS COORDINATE SYSTEM OF 1983, SOUTH-CENTRAL ZONE, U.S. SURVEY FEET, REFERENCED TO SMARTNET, N.A. 2. IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP REFERENCE SHOWN, THE SUBJECT TRACT LIES IN THE FLOOD ZONE "B" LOCATION ON MAP WAS DETERMINED BY SCALE. ACTUAL FIELD ELEVATION NOT DETERMINED, UNLESS REQUESTED. SOUTEX SURVEYORS, INC. DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAP DATED 6/1/1983, PANEL NO. 480365-0285-B. 3. TEXAS 911-CALL SHOULD BE DONE PRIOR TO ANY DIGGING OR CONSTRUCTION IN CASE OF UNDERGROUND PIPELINES OR UTILITIES. 4. TRACT 1-A AND 1-B, REPLAT OF ALL OF LOTS 1 & 2, BLOCK 3, STILLWATER LAKE ESTATES PHASE 1, RECORDED IN VOLUME 17, PAGE 397, MAP RECORDS, JEFFERSON COUNTY. 5. TRACT NUMBERS 16B (ETC.) IS PART OF THE MAP OF MCFADDIN TRUST, VOL. 7, PG. 133, M.R.J.C.	 T.B.P.E. FIRM #5755 * T.X.L.S. FIRM #10123800	3737 Doctors Drive Port Arthur, Texas 77642 Tel. 409.983.2004 Fax. 409.983.2005 soutexsurveyors.com ©RIGHTS RESERVED	SHEET TITLE TRACT I - 70.74 ACRES OF LAND & WATER - PART OF STILLWATER LAKE ESTATES, PHASE 1, VOL. 15, PG. 180, MAP RECORDS, AND PART OF THE WILLIAM CARROLL SURVEY, ABSTRACT NO. 13, JEFFERSON COUNTY, TEXAS. TRACT II - 0.4284 ACRE OF LAND, ALL OF LOT 1, BLOCK 6, STILLWATER LAKE ESTATES, PHASE 1, VOL. 15, PG. 180, MAP RECORDS. TRACT III - 2.248 ACRES OF LAND - 50' WIDE RESERVE AREA BY GRANTOR, PART OF THE WILLIAM CARROLL SURVEY, ABSTRACT NO. 13, JEFFERSON COUNTY, TEXAS PROJECT CORKRAN MANAGEMENT, LLC WELLSPRING DRIVE NEDERLAND, TEXAS 77627	PROJ. NO: 22-0045 SCALE: 1" = 100' PRINT DATE: 4/14/2022 DRAWN BY: BRC, NJ CHECKED BY: AML APPROVED BY: AML SHEET 1 OF 1
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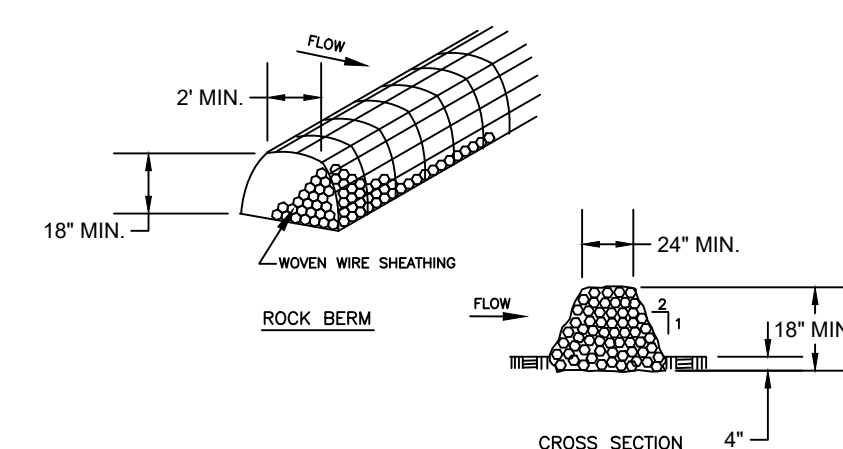
CONSTRUCTION EXIT (TYPE 1)
N.T.S.



TEMPORARY SEDIMENT CONTROL FENCE
N.T.S.



SECTION A-A
N.T.S.

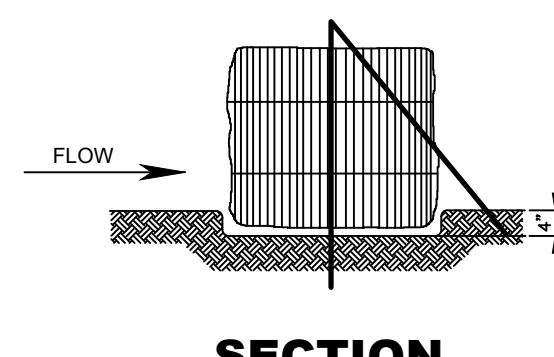


ROCK BERM
N.T.S.

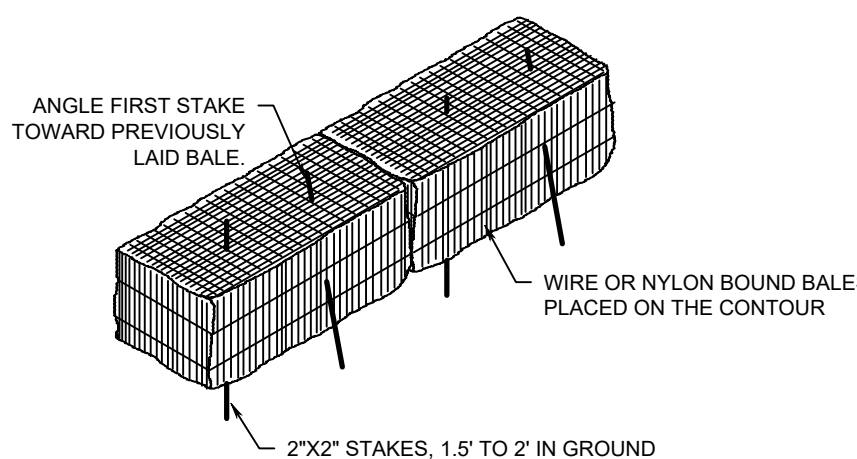
INSTALL AS NECESSARY TO PREVENT WASH OUT OF SILT FENCE.

NOTES:

1. USE ONLY OPEN GRADED ROCK (4 to 8") DIAMETER FOR STREAM FLOW CONDITIONS. USE OPEN GRADED ROCK (3 to 5") DIAMETER FOR OTHER CONDITIONS.
2. THE ROCK BERM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING MAXIMUM (1") OPENING AND MINIMUM WIRE DIAMETER OF (20 GAUGE). ROCK BERMS IN CHANNEL APPLICATIONS SHALL BE ANCHORED FIRMLY INTO THE SUBSTRATE A MINIMUM OF (6") WITH T-POSTS OR WITH (#5 OR #6) REBAR, WITH MAXIMUM SPACING APART OF (48") ON CENTER.
3. THE ROCK BERM SHALL BE INSPECTED WEEKLY OR AFTER EACH RAIN, AND THE STONE AND/OR FABRIC CORE-WOVEN SHEATHING SHALL BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED, DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
4. WHEN SILT REACHES A DEPTH EQUAL TO ONE-THIRD THE HEIGHT OF THE BERM OR (6"), WHICHEVER IS LESS, THE SILT SHALL BE REMOVED AND DISPOSED OF ON AN APPROVED SITE AND IN A MANNER THAT WILL NOT CREATE A SILTATION PROBLEM.
5. DAILY INSPECTION SHALL BE MADE ON SEVERE-SERVICE ROCK BERMS; SILT SHALL BE REMOVED WHEN ACCUMULATION REACHES (6").
6. WHEN THE SITE IS COMPLETELY STABILIZED, THE BERM AND ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.



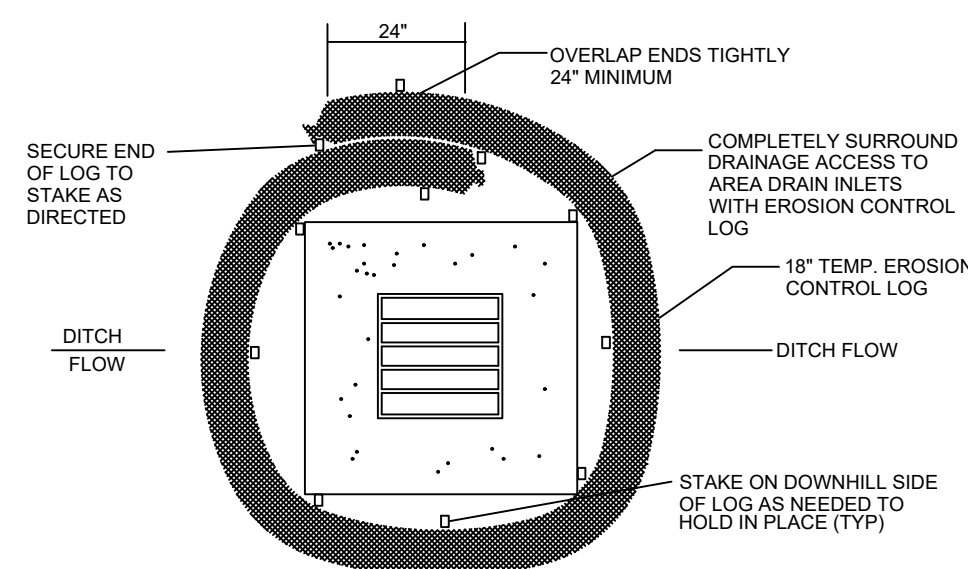
SECTION



TEMPORARY HAY BALE BARRIER

EROSION CONTROL LOG NOTES

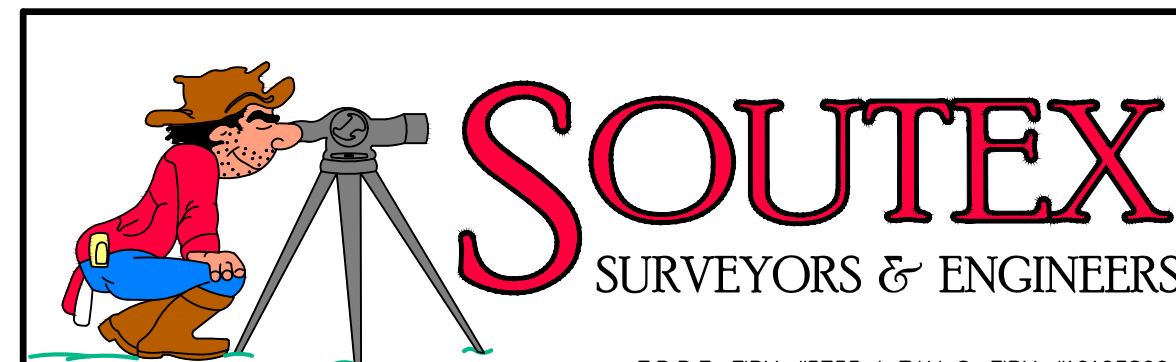
1. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED. MAXIMUM LENGTH OF LOGS SHALL BE 60' FOR 18" DIAMETER OR 30' FOR 12" DIAMETER LOGS.
2. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
3. STUFF LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE DENSITY THAT WILL HOLD SHAPE WITHOUT EXCESSIVE DEFORMATION.
4. STAKES SHALL BE 2" X 2" WOOD OR #3 REBAR, 4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG, OR AS DIRECTED.
5. DO NOT PLACE STAKES THROUGH CONTAINMENT MESH.



TEMPORARY EROSION CONTROL LOGS
LOGS PLACED AT AREA DRAIN INLETS
N.T.S.

NOTES:

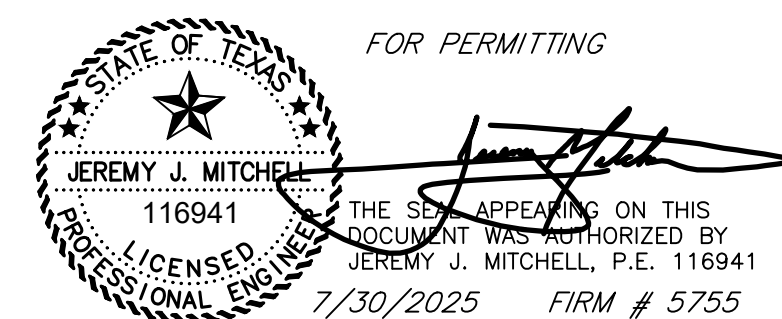
1. CONTRACTOR TO TAKE EXTRA CARE TO KEEP EXISTING STREETS CLEAN AND FREE OF DEBRIS. ANY MUD, DEBRIS, ETC. ON THESE ROADS CAUSED BY THIS CONSTRUCTION IS TO BE CLEANED UP AT ONCE.
2. EROSION CONTROL MEASURES TO BE MAINTAINED UNTIL VEGETATION ESTABLISHED @ 75% COVERAGE.
3. OWNER SHALL DEVELOP A SWPPP DOCUMENT MEETING TCEQ REQUIREMENTS.
4. OWNER SHALL MAINTAIN A COPY OF THE SWPPP ON THE SITE AND HAVE IT READILY AVAILABLE PER TCEQ REQUIREMENTS.
5. SEED, SOD OR OTHERWISE STABILIZE ALL DISTURBED AREAS ACCORDING TO TCEQ REQUIREMENTS.
6. HOME BUILDERS WILL ALSO BE OBLIGATED TO PROVIDE PROTECTIONS FOR HOME CONSTRUCTION AREAS AND MAINTAIN BMPs TO KEEP SEDIMENT OUT OF THE COUNTY FACILITIES.



T.B.P.E. FIRM #5755 • T.X.L.S. FIRM #10123800

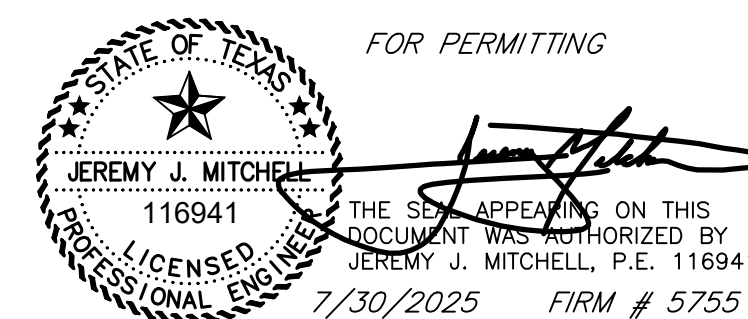
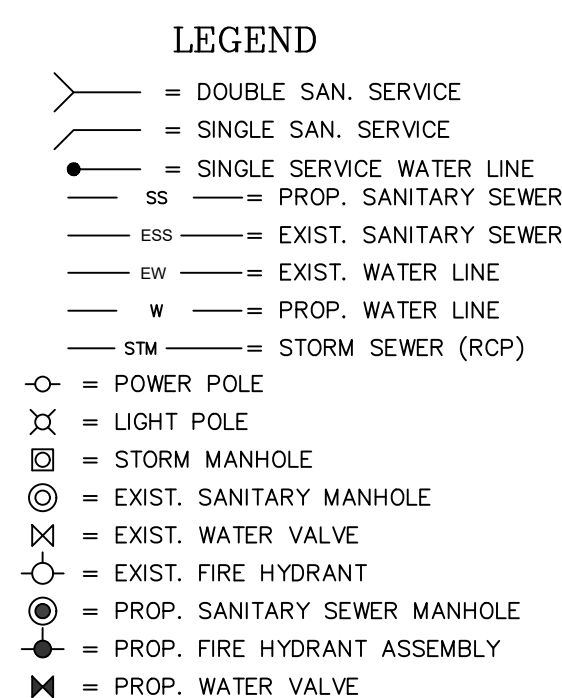
3737 Doctors Drive
Port Arthur, Texas 77642
Tel. 409.985.2004
Fax. 409.985.2005
soutexsurveyors.com

SHEET TITLE		PROJ. NO: 22-0045
EROSION CONTROL PLAN		SCALE: 1" = 30'
PROJECT		PRINT DATE: 7/30/2025
STILLWATER LAKE ESTATES: PHASE II		DRAWN BY: NJ
STILLWATER DRIVE		CHECKED BY: JM
NEDERLAND, TEXAS 77627		APPROVED BY: JM
SHEET 3 OF 15		



FOR PERMITTING

THE SEAL APPEARING ON THIS DOCUMENT IS AUTHORIZED BY JEREMY J. MITCHELL, P.E. 116941 7/30/2025 FIRM # 5755



FOR PERMITTING

7/30/2025 FIRM # 5755

SHEET TITLE

UTILITY PLAN

PROJECT

STILLWATER LAKE ESTATES: PHASE II
STILLWATER DRIVE
NEDERLAND, TEXAS 77627

PROJ NO: 22-0045

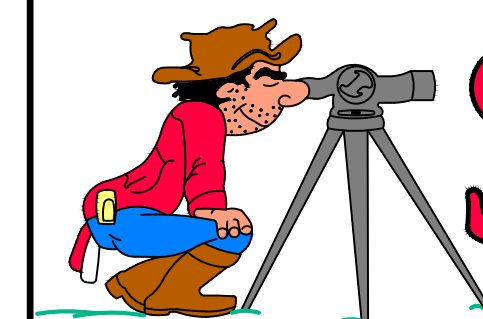
SCALE: 1" = 30'

DRAWN BY: N.J.

CHECKED BY: JM

APPROVED BY:

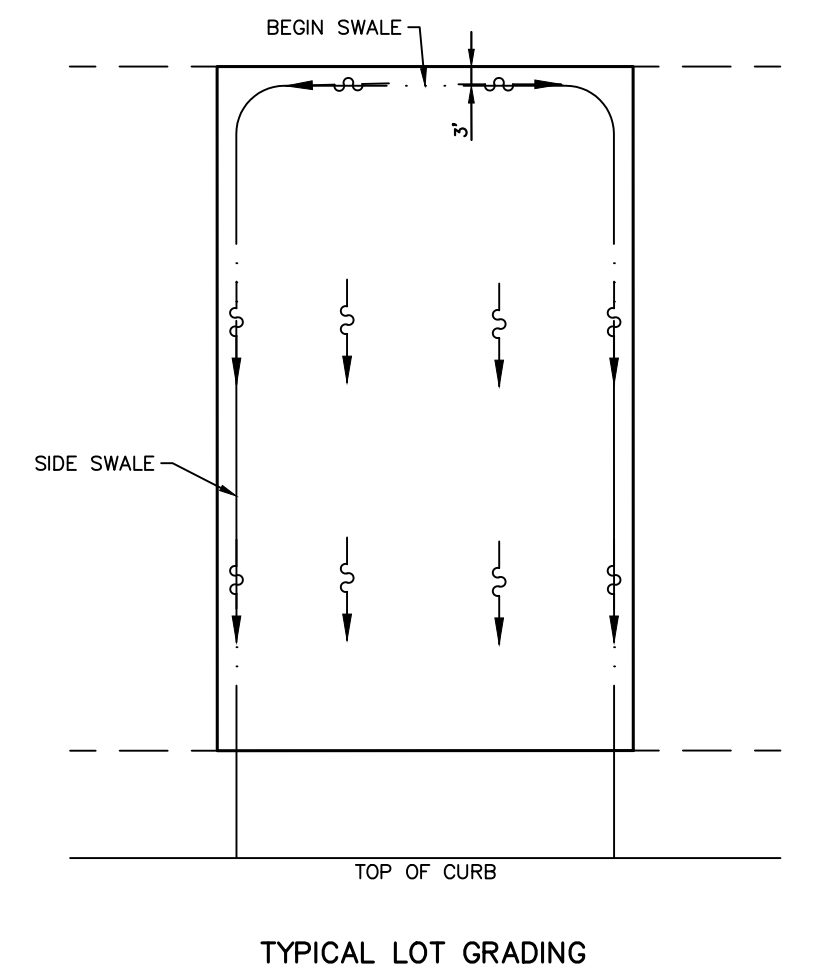
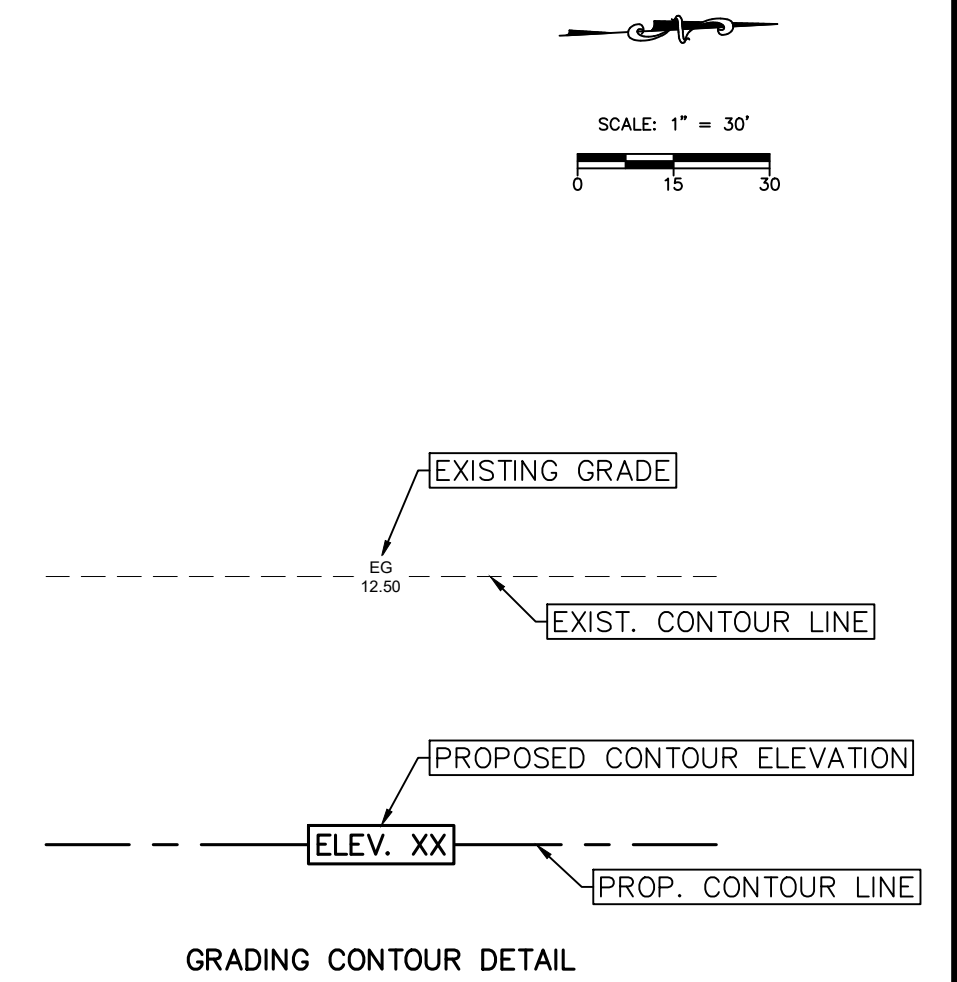
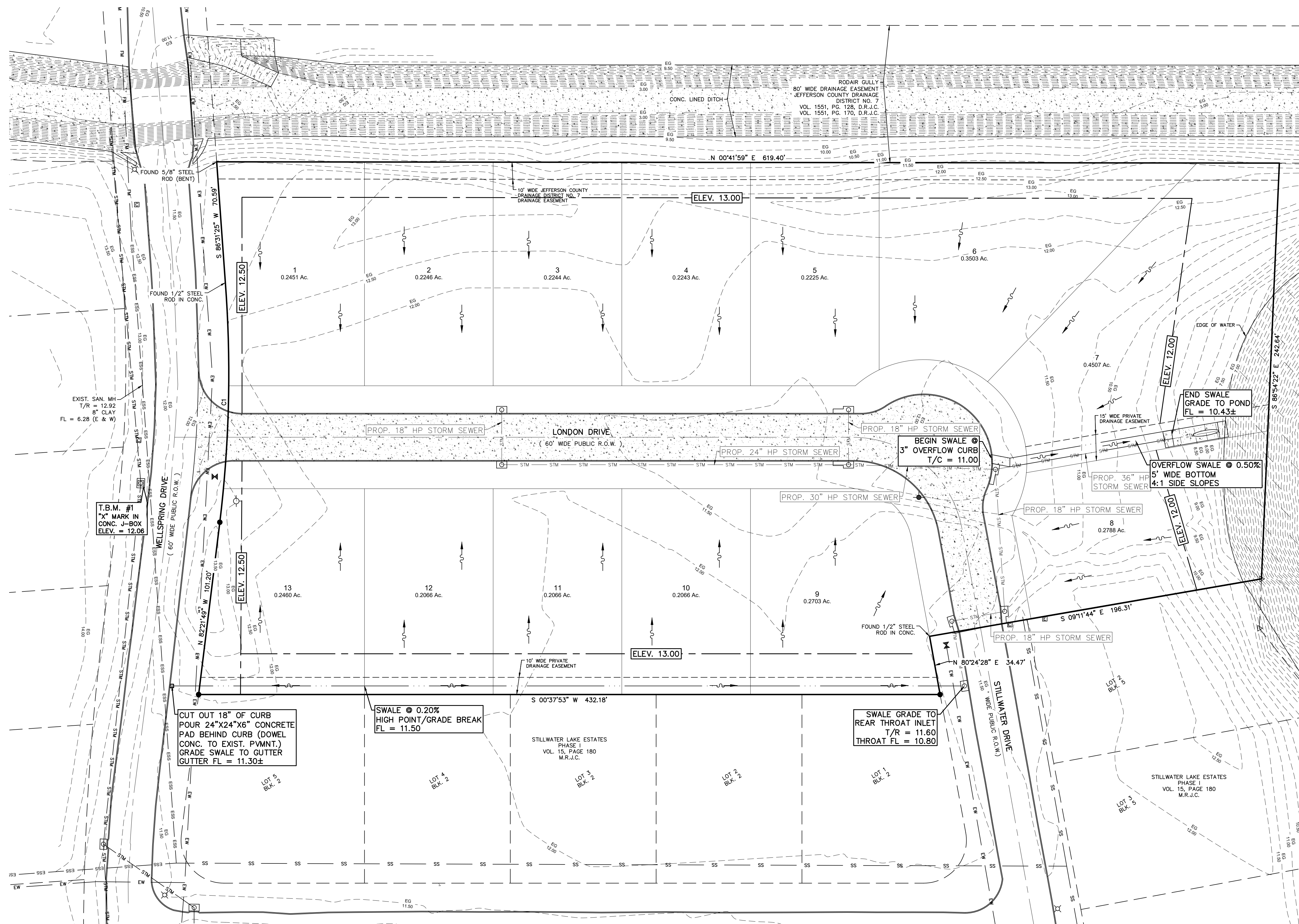
SHEET 4 OF 15



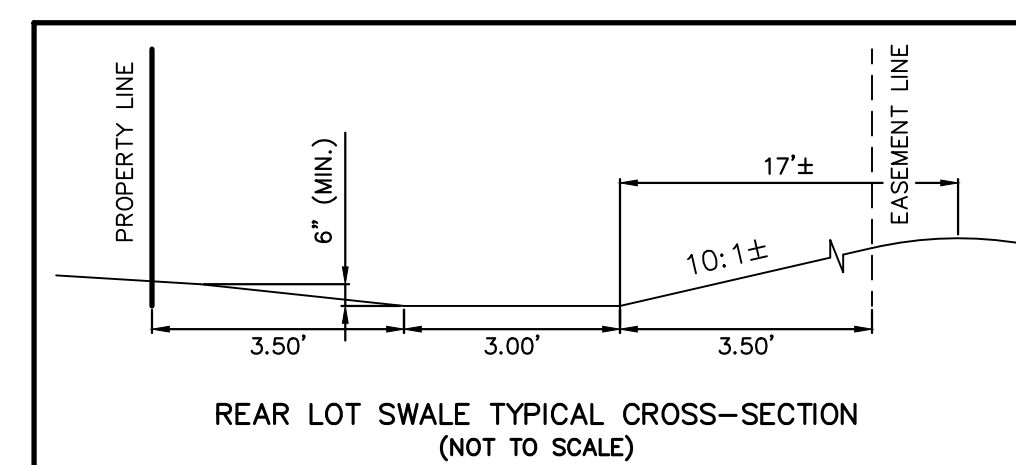
SOUTEX
SURVEYORS & ENGINEERS

T.B.P.F. FIRM #5755 * T.X.I.S. FIRM #10123800

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Tel. 409.983.2004
Fax. 409.983.2005
soutexsurveyors.com



- LEGEND**
- = DOUBLE SAN. SERVICE
 - = SINGLE SAN. SERVICE
 - = SINGLE SERVICE WATER LINE
 - SS — = PROP. SANITARY SEWER
 - ESS — = EXIST. SANITARY SEWER
 - EW — = EXIST. WATER LINE
 - W — = PROP. WATER LINE
 - STM — = STORM SEWER (RCP)
 - = POWER POLE
 - ⊗ = LIGHT POLE
 - ⊠ = STORM MANHOLE
 - ⊙ = EXIST. SANITARY MANHOLE
 - ⊗ = EXIST. WATER VALVE
 - ⊙ = EXIST. FIRE HYDRANT
 - ⊙ = PROP. SANITARY SEWER MANHOLE
 - ⊙ = PROP. FIRE HYDRANT ASSEMBLY
 - ⊗ = PROP. WATER VALVE



FOR PERMITTING

JEREMY J. MITCHELL
116941
LICENSED PROFESSIONAL ENGINEER

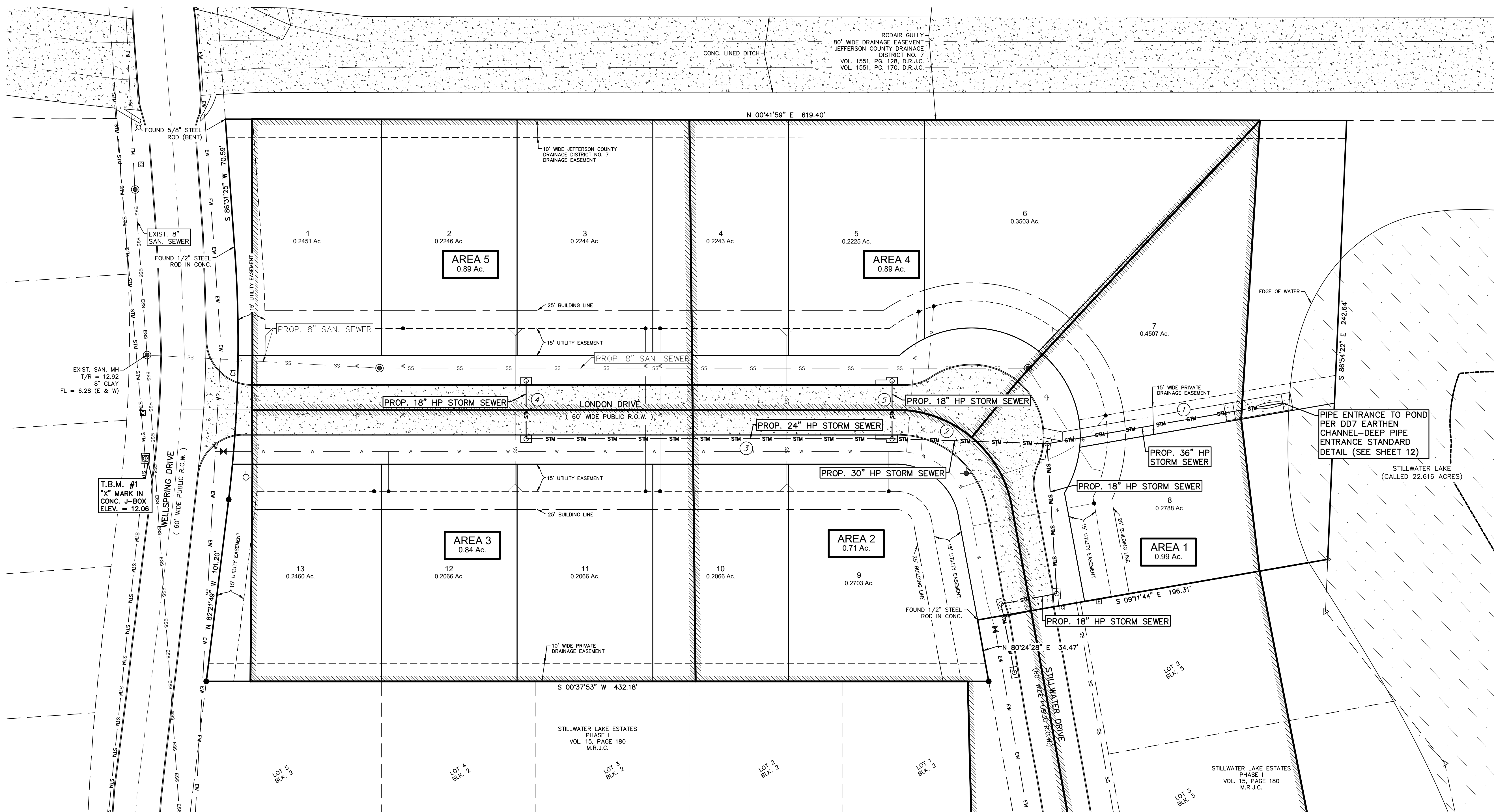
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JEREMY J. MITCHELL, P.E. 116941
7/30/2025 FIRM # 5755



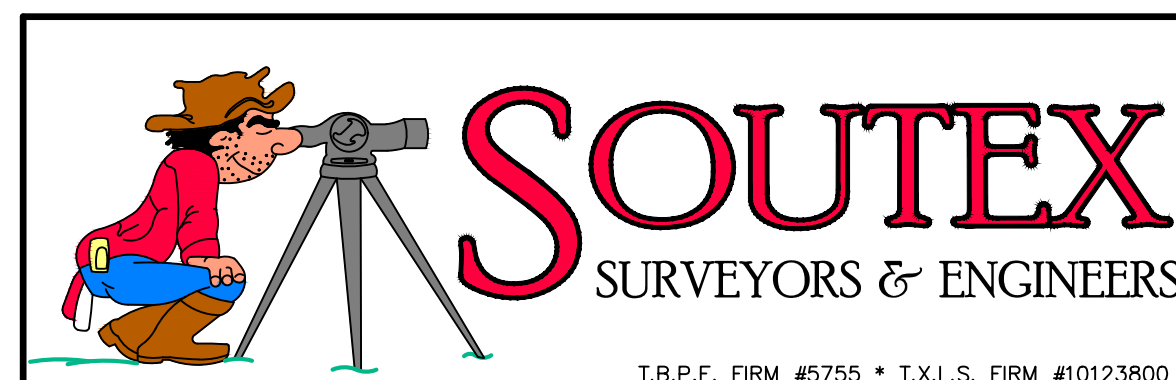
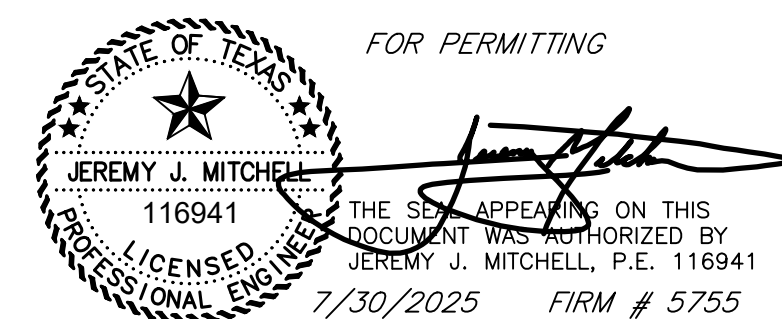
3737 Doctors Drive
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soutexsurveyors.com

T.B.P.E. FIRM #5755 • T.X.L.S. FIRM #10123800

SHEET TITLE		PROJ. NO: 22-0045
GRADING PLAN		SCALE: 1" = 30'
PROJECT		PRINT DATE: 7/30/2025
STILLWATER LAKE ESTATES: PHASE II		DRAWN BY: NJ
STILLWATER DRIVE		CHECKED BY: JM
NEDERLAND, TEXAS 77627		APPROVED BY: JM
		SHEET 5 OF 15

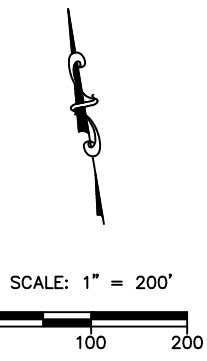
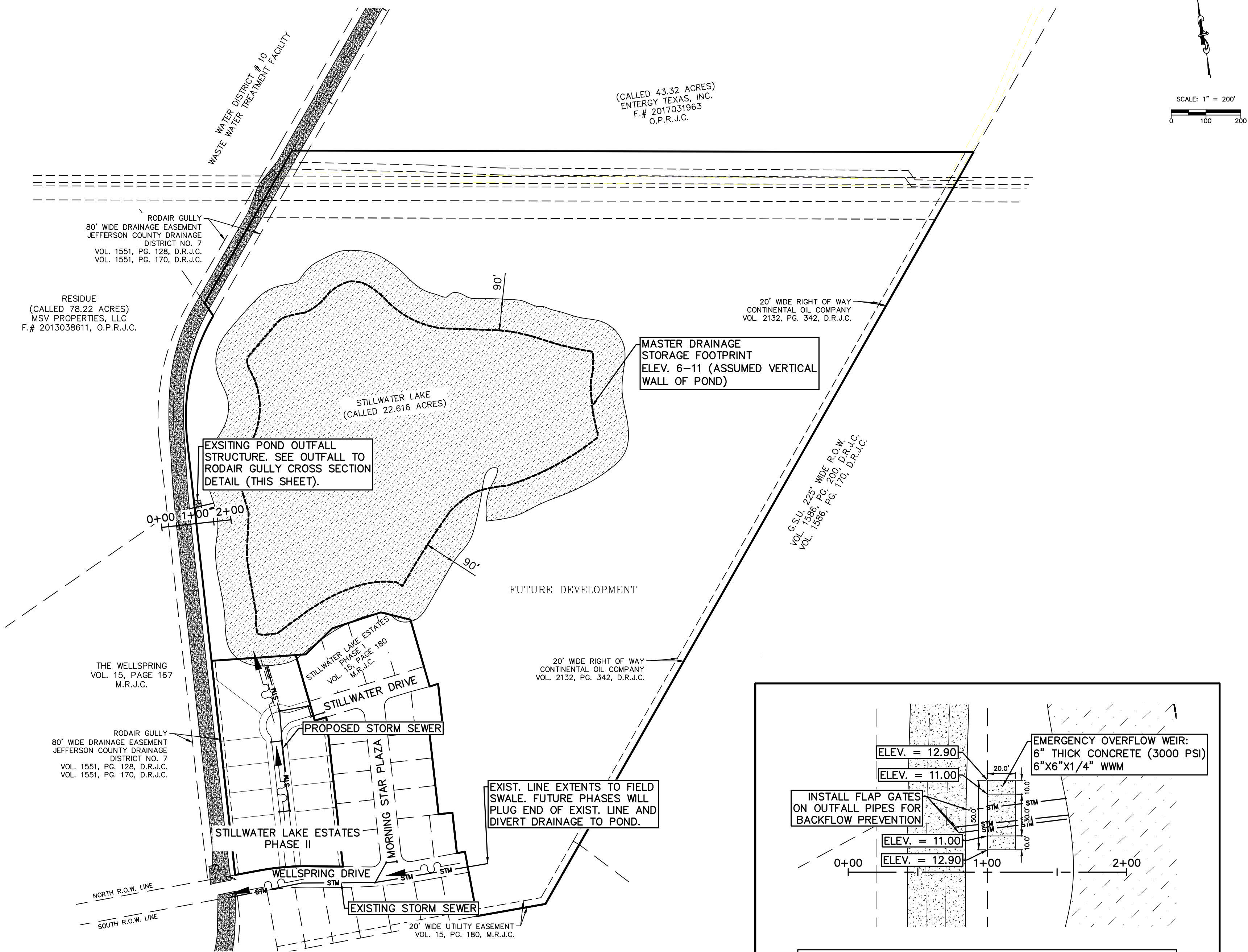


5YEAR																							
Line ID	Line ID (To Line)	Length (ft)	Drainage Area		Runoff Coeff (C)	C x Area		Tc	Rain (I) (in/hr) (Incr)	Rain (I) (in/hr) (Total)	Runoff		Addnl Flow (cfs)	Total Flow (cfs)	CapFull (cfs)	Velocity (ft/s)	Line		Invert Elev	HGL Elev	Grnd/Rim Elev		
			Incr (ac)	Total (ac)		Incr	Total	Inlet (min)	System (min)		Incr	Total					Size (in)	Slope (%)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	
1	Outfall	140.00	0.99	4.32	0.50	0.50	2.16	10.00	11.50	7.20	6.87	3.56	14.83	0.00	14.83	28.74	2.13	36.00	0.19	6.00	6.26	9.00	9.06
2	1	85.66	0.71	3.33	0.50	0.36	1.67	10.00	11.10	7.20	6.94	2.56	11.55	0.00	11.55	20.31	2.35	30.00	0.25	6.26	6.47	9.10	9.16
3	2	202.15	0.84	1.73	0.50	0.42	0.87	10.00	10.20	7.20	7.16	3.02	6.19	0.00	6.19	10.19	1.97	24.00	0.20	6.47	6.88	9.23	9.39
4	2	32.00	0.89	0.89	0.50	0.45	0.45	10.00	10.00	7.20	7.20	3.20	3.20	0.00	3.20	5.87	1.81	18.00	0.31	7.56	7.66	9.24	9.27
5	3	32.00	0.89	0.89	0.50	0.45	0.45	10.00	10.00	7.20	7.20	3.20	3.20	0.00	3.20	5.87	2.64	18.00	0.31	8.39	8.49	9.40	9.43
10YEAR																							
Line ID	Line ID (To Line)	Length (ft)	Drainage Area		Runoff Coeff (C)	C x Area		Tc	Rain (I) (in/hr) (Incr)	Rain (I) (in/hr) (Total)	Runoff		Addnl Flow (cfs)	Total Flow (cfs)	CapFull (cfs)	Velocity (ft/s)	Line		Invert Elev	HGL Elev	Grnd/Rim Elev		
			Incr (ac)	Total (ac)		Incr	Total	Inlet (min)	System (min)		Incr	Total					Size (in)	Slope (%)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	
1	Outfall	140.00	0.99	4.32	0.50	0.50	2.16	10.00	11.40	8.33	7.97	4.12	17.21	0.00	17.21	28.74	2.46	36.00	0.19	6.00	6.26	9.00	9.08
2	1	85.66	0.71	3.33	0.50	0.36	1.67	10.00	11.10	8.33	8.05	2.96	13.39	0.00	13.39	20.31	2.73	30.00	0.25	6.26	6.47	9.13	9.22
3	2	202.15	0.84	1.73	0.50	0.42	0.87	10.00	10.20	8.33	8.29	3.50	7.17	0.00	7.17	10.19	2.28	24.00	0.20	6.47	6.88	9.32	9.52
4	2	32.00	0.89	0.89	0.50	0.45	0.45	10.00	10.00	8.33	8.33	3.71	3.71	0.00	3.71	5.87	2.10	18.00	0.31	7.56	7.66	9.33	9.37
5	3	32.00	0.89	0.89	0.50	0.45	0.45	10.00	10.00	8.33	8.33	3.71	3.71	0.00	3.71	5.87	2.58	18.00	0.31	8.39	8.49	9.56	9.60
25YEAR																							
Line ID	Line ID (To Line)	Length (ft)	Drainage Area		Runoff Coeff (C)	C x Area		Tc	Rain (I) (in/hr) (Incr)	Rain (I) (in/hr) (Total)	Runoff		Addnl Flow (cfs)	Total Flow (cfs)	CapFull (cfs)	Velocity (ft/s)	Line		Invert Elev	HGL Elev	Grnd/Rim Elev		
			Incr (ac)	Total (ac)		Incr	Total	Inlet (min)	System (min)		Incr	Total					Size (in)	Slope (%)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	
1	Outfall	140.00	0.99	4.32	0.50	0.50	2.16	10.00	11.40	9.88	9.47	4.89	20.46	0.00	20.46	28.74	2.92	36.00	0.19	6.00	6.26	9.00	9.12
2	1	85.66	0.71	3.33	0.50	0.36	1.67	10.00	11.10	9.88	9.56	3.51	15.92	0.00	15.92	20.31	3.24	30.00	0.25	6.26	6.47	9.19	9.31
3	2	202.15	0.84	1.73	0.50	0.42	0.87	10.00	10.10	9.88	9.83	4.15	8.51	0.00	8.51	10.19	2.71	24.00	0.20	6.47	6.88	9.45	9.73
4	2	32.00	0.89	0.89	0.50	0.45	0.45	10.00	10.00	9.88	9.88	4.40	4.40	0.00	4.40	5.87	2.49	18.00	0.31	7.56	7.66	9.51	11.06
5	3	32.00	0.89	0.89	0.50	0.45	0.45	10.00	10.00	9.88	9.88	4.40	4.40	0.00	4.40	5.87	2.56	18.00	0.31	8.39	8.45	9.82	9.86
100YEAR																							
Line ID	Line ID (To Line)	Length (ft)	Drainage Area		Runoff Coeff (C)	C x Area		Tc	Rain (I) (in/hr) (Incr)	Rain (I) (in/hr) (Total)	Runoff		Addnl Flow (cfs)	Total Flow (cfs)	CapFull (cfs)	Velocity (ft/s)	Line		Invert Elev	HGL Elev	Grnd/Rim Elev		
			Incr (ac)	Total (ac)		Incr	Total	Inlet (min)	System (min)		Incr	Total					Size (in)	Slope (%)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	
1	Outfall	140.00	0.99	4.32	0.50	0.50	2.16	10.00	11.40	12.24	11.77	6.06	25.42	0.00	25.42	28.74	3.61	36.00	0.19	6.00	6.26	9.00	9.19
2	1	85.66	0.71	3.33	0.50	0.36	1.67	10.00	11.10	12.24	11.87	4.35	19.77	0.00	19.77	20.31	4.03	30.00	0.25	6.26	6.47	9.29	9.49
3	2	202.15	0.84	1.73	0.50	0.42	0.87	10.00	10.10	12.24	12.19	5.14	10.55	0.00	10.55	10.19	3.36	24.00	0.20	6.47	6.88	9.69	10.13
4	2	32.00	0.89	0.89	0.50	0.45	0.45	10.00	10.00	12.24	12.24	5.45	5.45	0.00	5.45	5.87	3.08	18.00	0.31	7.56	7.66	9.71	9.79
5	3	32.00	0.89	0.89	0.50	0.45	0.45	10.00	10.00	12.24	12.24	5.45	5.45	0.00	5.45	5.87	3.08	18.00	0.31	8.39	8.49	10.26	10.35



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SHEET TITLE		PROJ. NO: 22-0045
DRAINAGE PLAN		SCALE: 1" = 30'
PROJECT		PRINT DATE: 7/30/2025
STILLWATER LAKE ESTATES: PHASE II		DRAWN BY: NJ
STILLWATER DRIVE		CHECKED BY: JM
NEDERLAND, TEXAS 77627		APPROVED BY: JM
		SHEET 6 of 15



Runoff Coefficient Adjustment Factors					TXDOT NOAA Atlas 14 Rainfall Intensity Parameters									
5y	10y	25y	100y		Des. Freq.	5	10	25	100					
1.00	1.00	1.10	1.25		b =	81.5214	b =	88.836	b =	97.4049	b =	105.5701		
					d =	13.4732	d =	13.4254	d =	13.3288	d =	12.9873		
					e =	0.7691	e =	0.7505	e =	0.7266	e =	0.6872		

Drainage Area Computations									
Drainage Area No.	Total Area (Ac.)	C	Combined CA	Time of Concentration (min.)	i5 (in./hr.)	Q ₅ (cfs)	i10 (in./hr.)	Q ₁₀ (cfs)	i25 (in./hr.)
Existing Site	1	4.32	0.20	0.86	15	6.20	5.36	7.20	6.22
Proposed Site	1	4.32	0.50	2.16	11.4	6.88	14.87	7.97	17.23

Detention Analysis for Drainage Up to 200 Acres (JC DD7 Drainage Criteria Manual)

Equation 8-2
$$B = \frac{43,560 V_R}{0.5 Q_T}$$

Equation 8-3
$$V_R = A(XS)$$

Equation 8-4
$$V_S = \frac{0.5B(Q_T - Q_0)}{43,560}$$

B = time base of the triangular inflow hydrograph (seconds)
V_R = the detention inflow volume in (acre-ft)
Q_T = the proposed 100-year peak inflow rate (cubic feet per second)
A = drainage area served by detention basin (acres)
XS = rainfall excess, from Table 8-1 (feet)
V_S = detention storage requirement (acre-feet)
Q₀ = maximum allowable peak discharge rate (cubic feet per second)

Required Storage				
Drainage Area	A (ac.)			
4.32				
Required Pond Size	V _S (ac-ft)	2.940		
	V _S (cu-ft)	128,082.33		
Storage, ac-ft/ac		0.68		
	Q _{100y}	31.74		
	Q _{0100y}	11.55		
	XS (ft)	1.07		
	V _R	4.6224		
	B	12,686.44		

Pond Storage				
Stage, el	cu-ft (Incr)	cu-yd (Incr)	cu-yd (Total)	ac-ft (Total)
6-7	618,925.00	22,923.13	22923.13	14.21
7-8	618,925.00	22,923.13	45846.25	28.42
8-9	618,925.00	22,923.13	68769.38	42.63
9-10	618,925.00	22,923.13	91692.50	56.83
10-11	618,925.00	22,923.13	114615.63	71.04

Jefferson County Drainage District No. 7 Manual - Table 7-1

% Imper. Cover	A	B	C	D
0	0.03	0.43	0.81	0.95
10	0.14	0.51	0.85	0.98
20	0.26	0.58	0.89	1.00
30	0.37	0.66	0.92	1.02
40	0.49	0.73	0.96	1.04
50	0.61	0.81	1.00	1.07
60	0.72	0.88	1.04	1.09
70	0.84	0.96	1.07	1.11
80	0.95	1.03	1.11	1.14
90	1.07	1.11	1.15	1.16
100	1.18	1.18	1.18	1.18

Runoff Coefficient Adjustment Factors					TXDOT NOAA Atlas 14 Rainfall Intensity Parameters									
5y	10y	25y	100y		Des. Freq.	5	10	25	100					
1.00	1.00	1.10	1.25		b =	81.5214	b =	88.836	b =	97.4049	b =	105.5701		
					d =	13.4732	d =	13.4254	d =	13.3288	d =	12.9873		
					e =	0.7691	e =	0.7505	e =	0.7266	e =	0.6872		

Drainage Area Computations									
Drainage Area No.	Total Area (Ac.)	C	Combined CA	Time of Concentration (min.)	i5 (in./hr.)	Q ₅ (cfs)	i10 (in./hr.)	Q ₁₀ (cfs)	i25 (in./hr.)
Existing Site	1	70.74	0.20	14.15	30	4.48	63.39	5.24	74.16
Proposed Site	1	70.74	1.00	70.74	15	6.20	438.86	7.20	509.62

Detention Analysis for Drainage Up to 200 Acres (JC DD7 Drainage Criteria Manual)

Equation 8-2
$$B = \frac{43,560 V_R}{0.5 Q_T}$$

Equation 8-3
$$V_R = A(XS)$$

Equation 8-4
$$V_S = \frac{0.5B(Q_T - Q_0)}{43,560}$$

B = time base of the triangular inflow hydrograph (seconds)
V_R = the detention inflow volume in (acre-ft)
Q_T = the proposed 100-year peak inflow rate (cubic feet per second)
A = drainage area served by detention basin (acres)
XS = rainfall excess, from Table 8-1 (feet)
V_S = detention storage requirement (acre-feet)
Q₀ = maximum allowable peak discharge rate (cubic feet per second)

Required Storage				
Drainage Area	A (ac.)			
70.74				
Required Pond Size	V _S (ac-ft)	71.042		
	V _S (cu-ft)	3,094,609.17		
Storage, ac-ft/ac		1.00		
	Q _{100y}	945.72		
	Q _{0100y}	140.84		
	XS (ft)	1.18		
	V _R	83.4732		
	B	7,689.54		

Pond Storage				
Stage, el	cu-ft (Incr)	cu-yd (Incr)	cu-yd (Total)	ac-ft (Total)
6-7	618,925.00	22,923.13	22923.13	14.21
7-8	618,925.00	22,923.13	45846.25	28.42
8-9	618,925.00	22,923.13	68769.38	42.63
9-10	618,925.00	22,923.13	91692.50	56.83
10-11	618,925.00	22,923.13	114615.63	71.04

Jefferson County Drainage District No. 7 Manual - Table 7-1

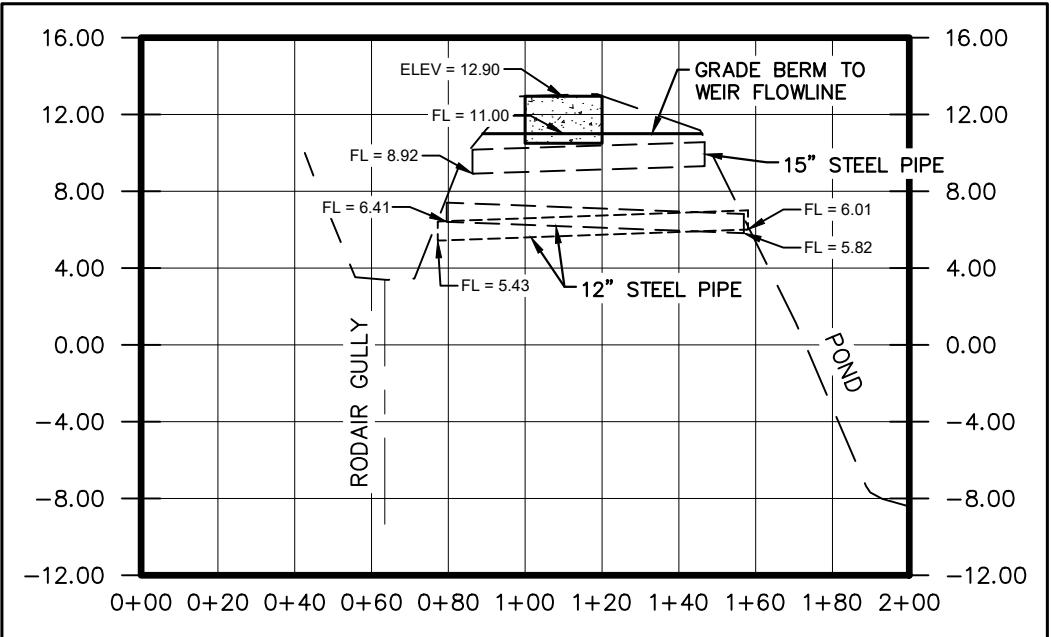
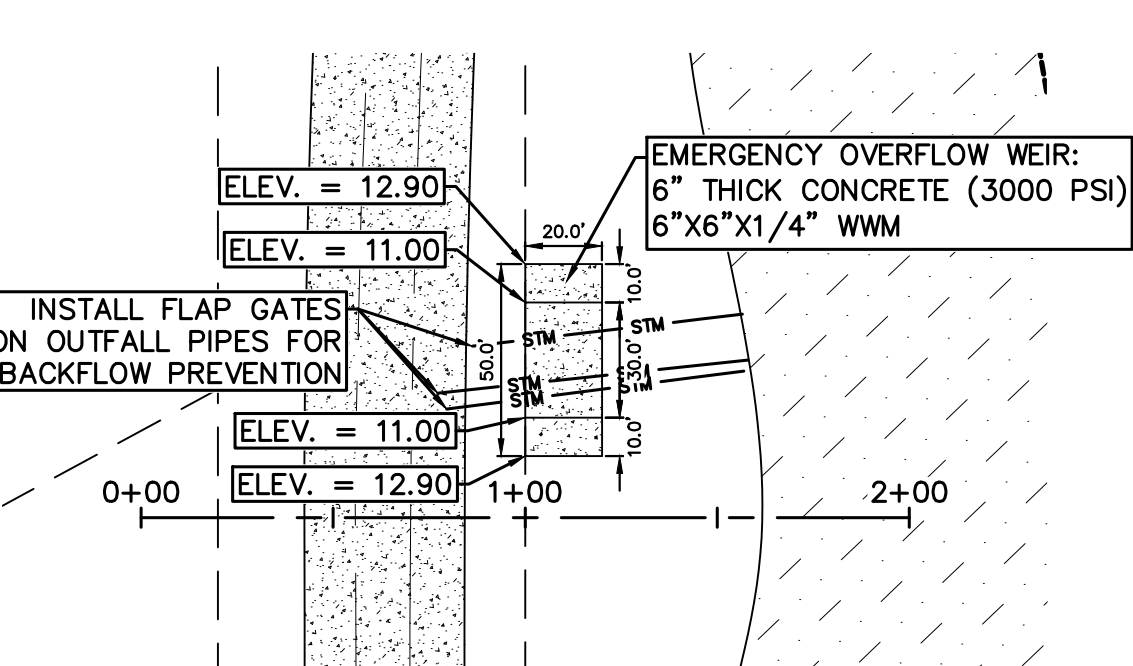
% Imper. Cover	A	B	C	D
0	0.03	0.43	0.81	0.95
10	0.14	0.51	0.85	0.98
20	0.26	0.58	0.89	1.00
30	0.37	0.66	0.92	1.02
40	0.49	0.73	0.96	1.04
50	0.61	0.81	1.00	1.07
60	0.72	0.88	1.04	1.09
70	0.84	0.96	1.07	1.11
80	0.95	1.03	1.11	1.14
90	1.07	1.11	1.15	1.16
100	1.18	1.18	1.18	1.18

Narrative: Overall Drainage Pond Storage

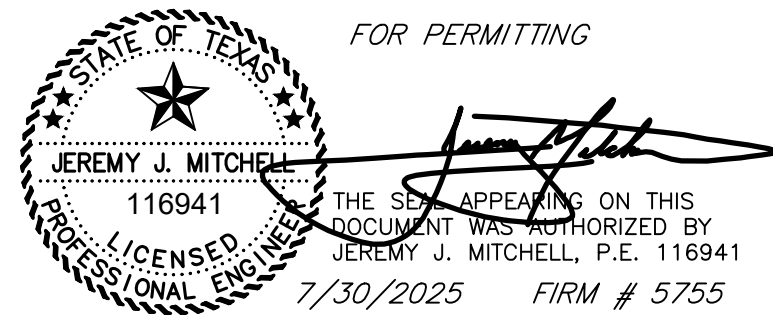
70.24 acres is the undeveloped land around Stillwater Lake, of which 4.32 acres is Stillwater Estates, Phase II. The remaining 65.92 acres land use is undetermined at this time and there is no master plan.

To show existing pond capacity in relation to possible overall development with worst case impervious area, the calculations utilize a C value of 1. This produces a need for 3,094,609 cu-ft of storage. The existing pond between elevation 6-11 has 4,936,825 cu-ft of storage.

This sheet shows a Master Drainage Storage Footprint, straight column (assumed vertical wall - theoretical, not intend to convey that a physical vertical retaining wall is to be constructed), elevation 6-11 with a storage of 3,094,609 cu-ft that matches the worst case scenario for overall development. This leaves a 90' buffer inside the existing pond footprint that could be altered/filled depending on future use and still meet overall storage requirements.



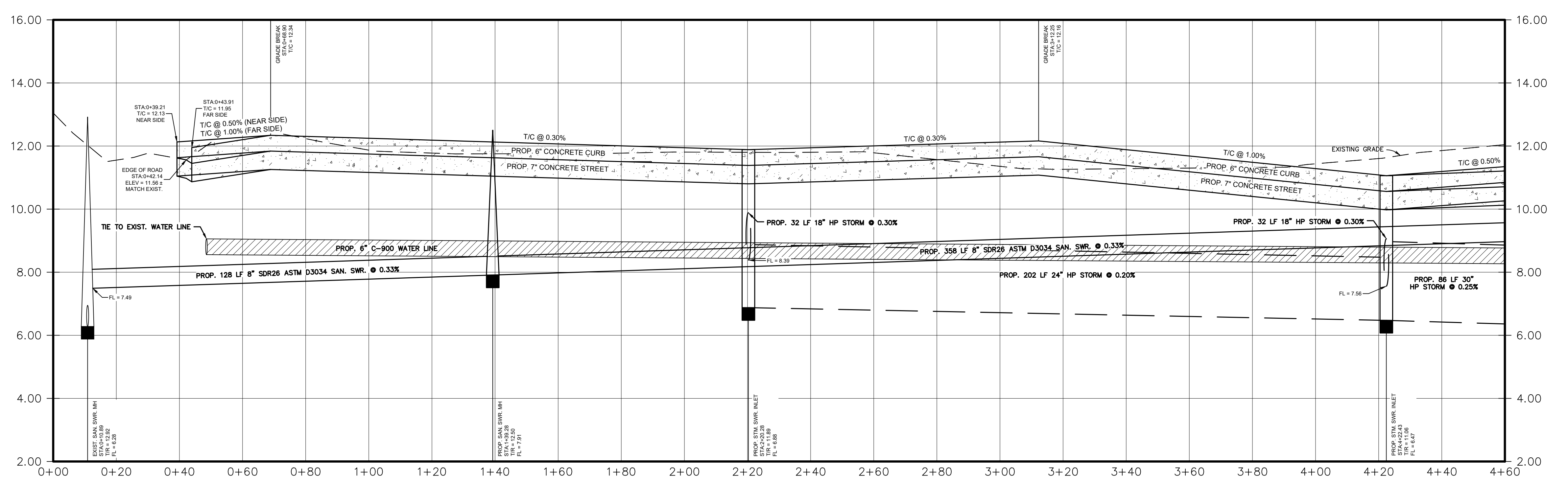
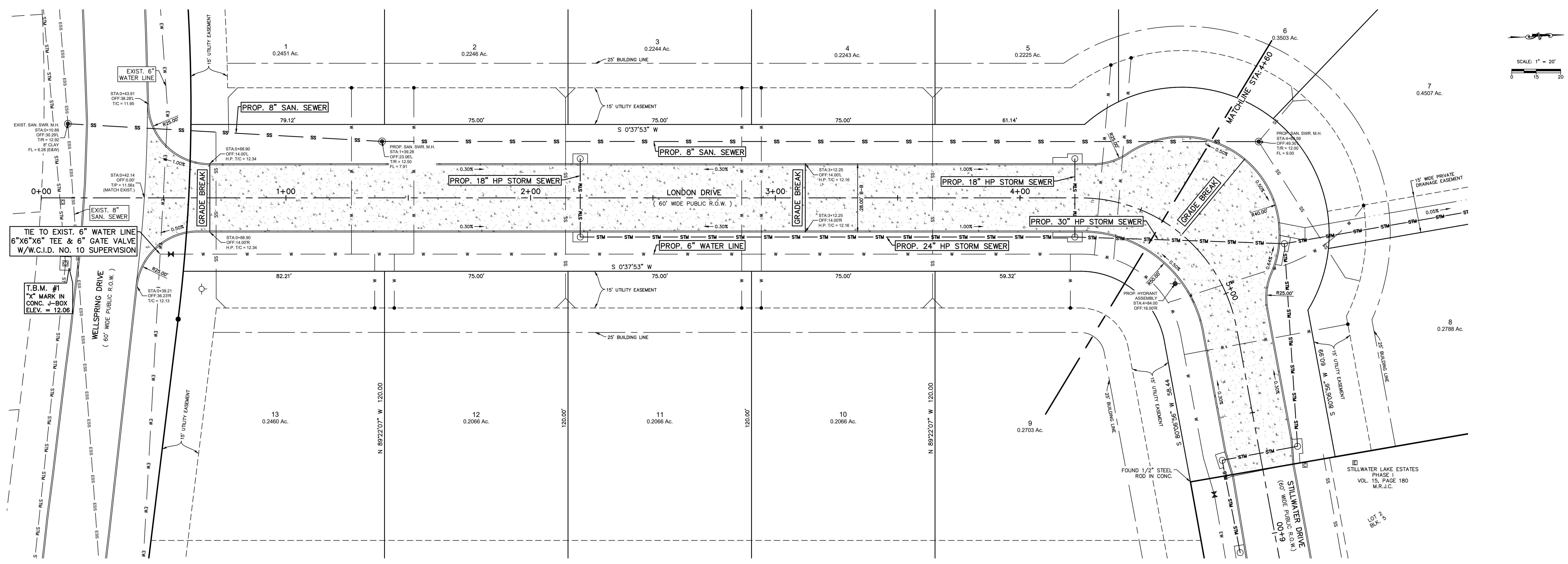
OUTFALL TO RODAIR GULLY CROSS SECTION DETAIL
SCALE: HOZ. 1" = 50'
VERT. 1" = 10'



T.B.P.E. FIRM #5755 • T.X.L.S. FIRM #10123800

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SHEET TITLE		PROJ. NO: 22-0045
POND DRAINAGE & CALCULATIONS		SCALE: 1" = 200'
PROJECT		PRINT DATE: 7/30/2025
STILLWATER LAKE ESTATES: PHASE II		DRAWN BY: NJ
STILLWATER DRIVE		CHECKED BY: JM
NEDERLAND, TEXAS 77627		APPROVED BY: JM
		SHEET 7 OF 15

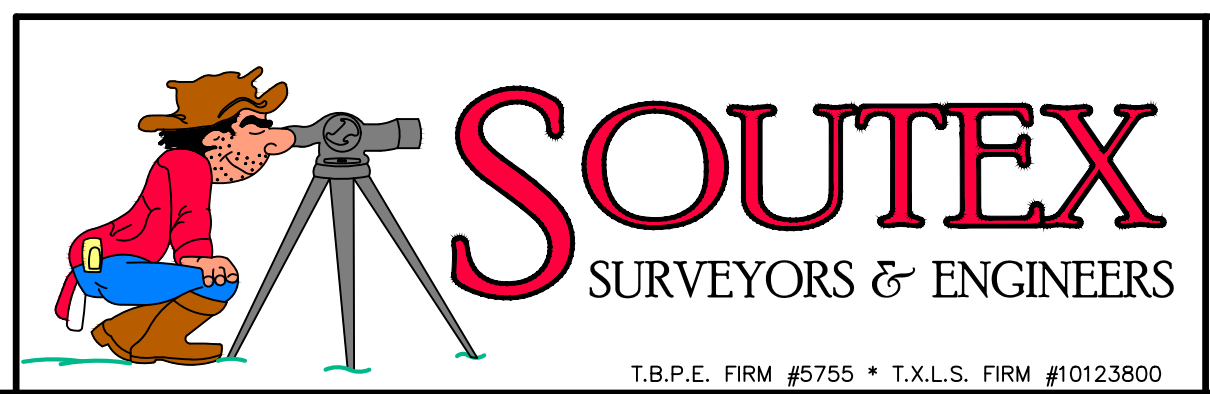


- LEGEND**
- DOUBLE SAN. SERVICE
 - SINGLE SAN. SERVICE
 - SINGLE SERVICE WATER LINE
 - PROP. SANITARY SEWER
 - SS = EXIST. SANITARY SEWER
 - EW = EXIST. WATER LINE
 - W = PROP. WATER LINE
 - STM = STORM SEWER (RCP)
 - POWER POLE
 - LIGHT POLE
 - STORM MANHOLE
 - EXIST. SANITARY MANHOLE
 - EXIST. WATER VALVE
 - EXIST. FIRE HYDRANT
 - PROP. SANITARY SEWER MANHOLE
 - PROP. FIRE HYDRANT ASSEMBLY
 - PROP. WATER VALVE
 - STM. SWR. = STORM SEWER
 - SAN. SWR. = SANITARY SEWER
 - B-B = BACK TO BACK
 - T/R = TOP OF RIM
 - T/C = TOP OF CURB
 - T/P = TOP OF PAVEMENT
 - H.P. = HIGH POINT
 - M.H. = MANHOLE
 - R.O.W. = RIGHT OF WAY

FOR PERMITTING

JEREMY J. MITCHELL
116941
LICENSED PROFESSIONAL ENGINEER
7/30/2025 FIRM # 5755

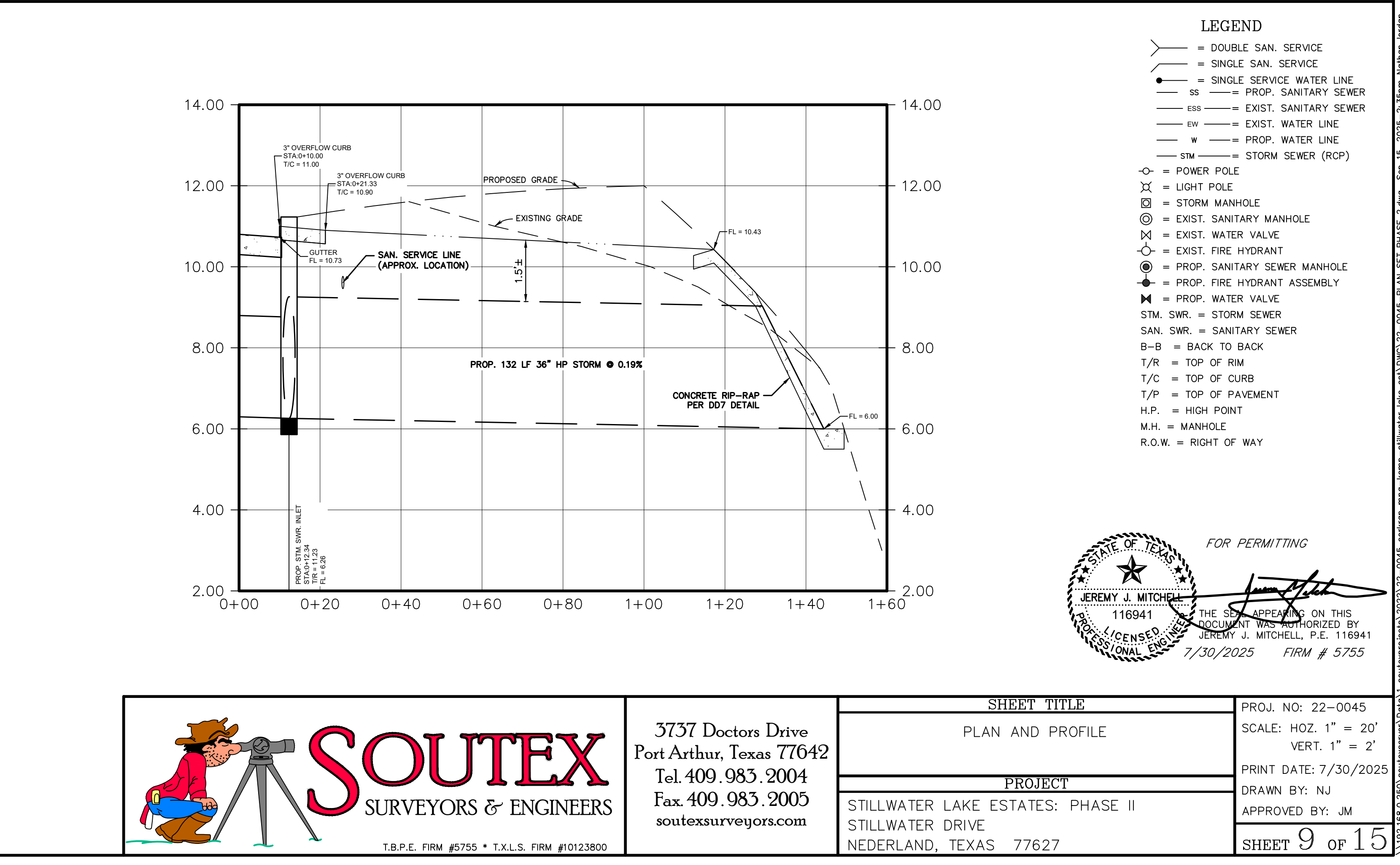
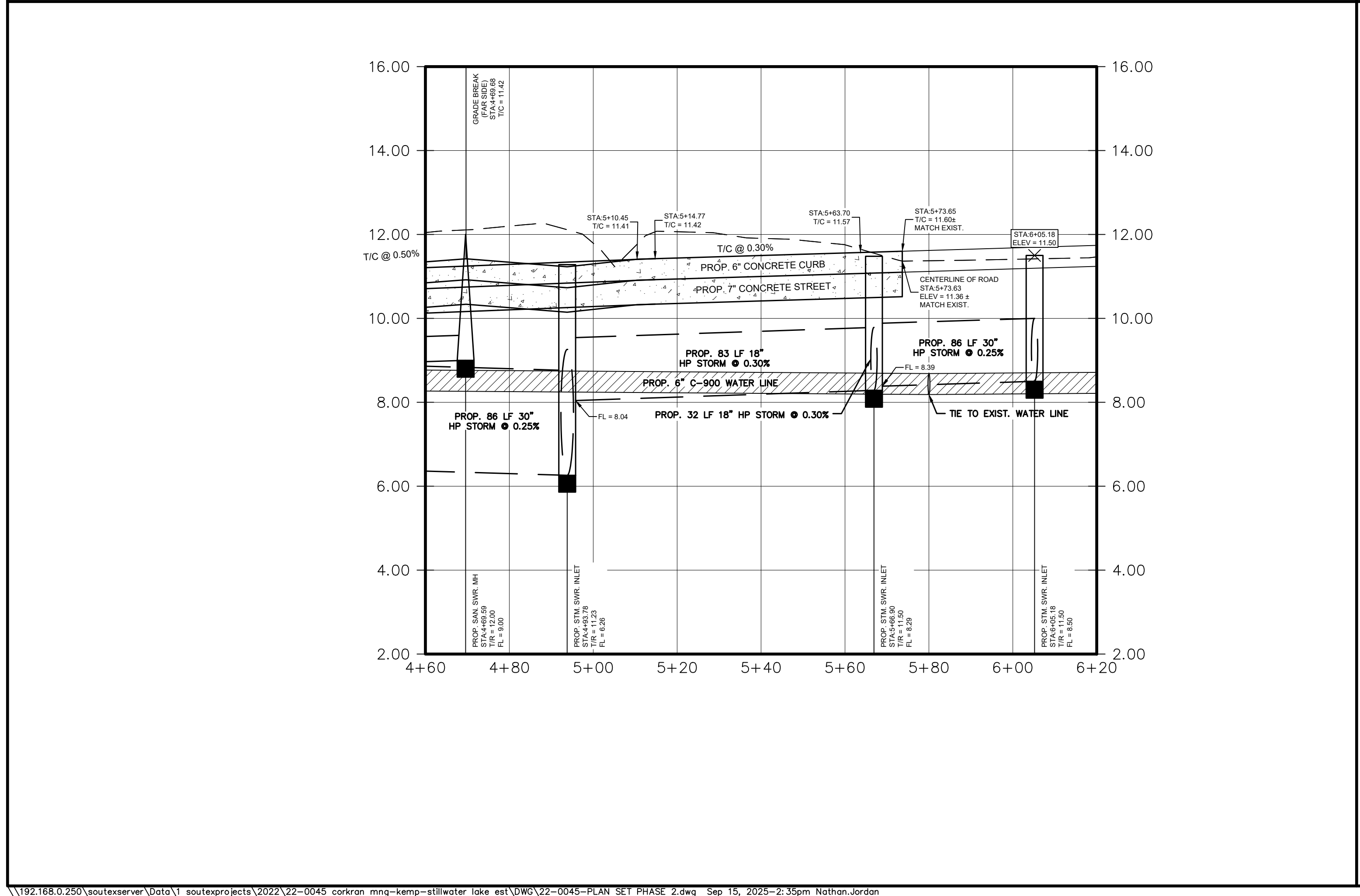
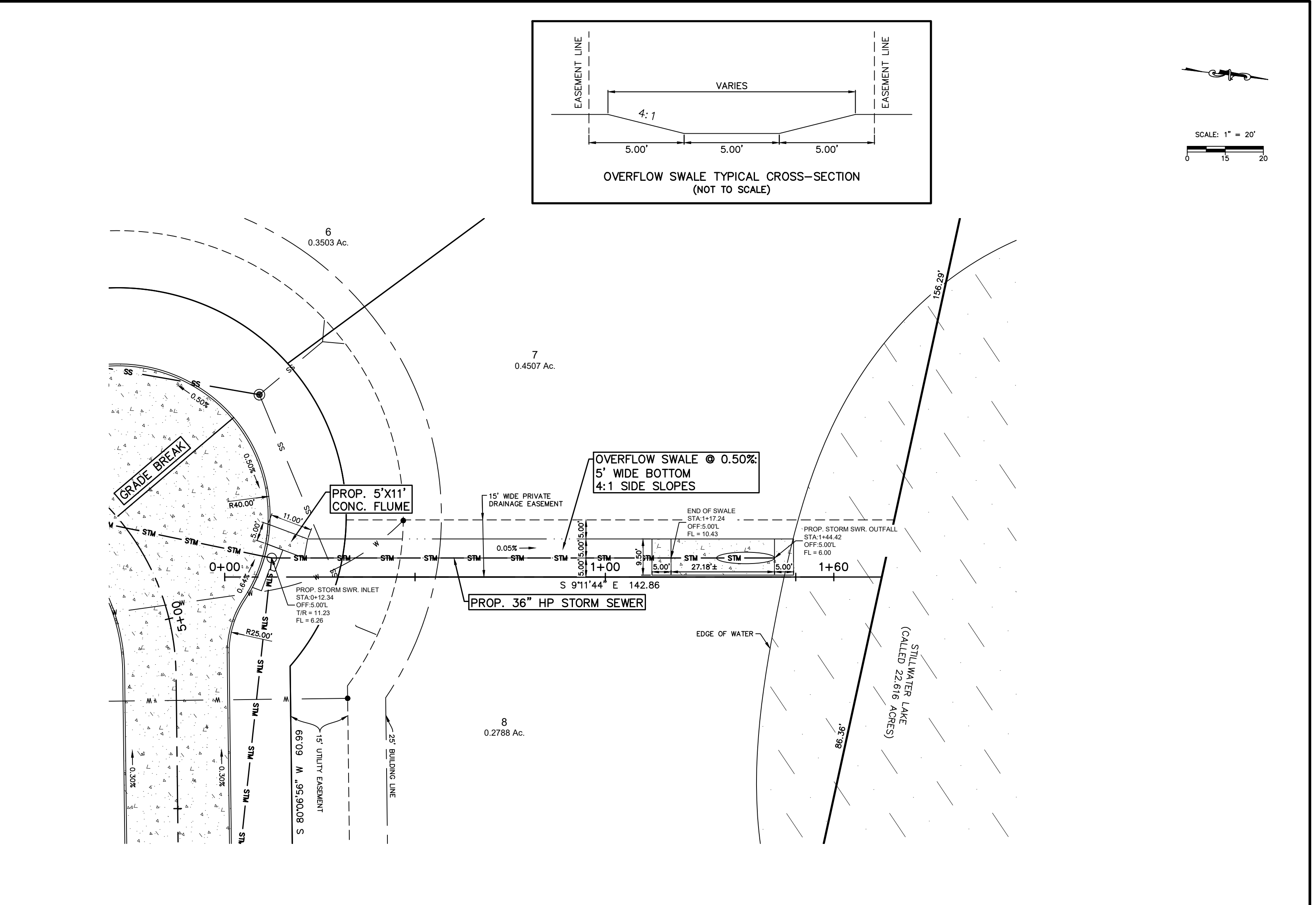
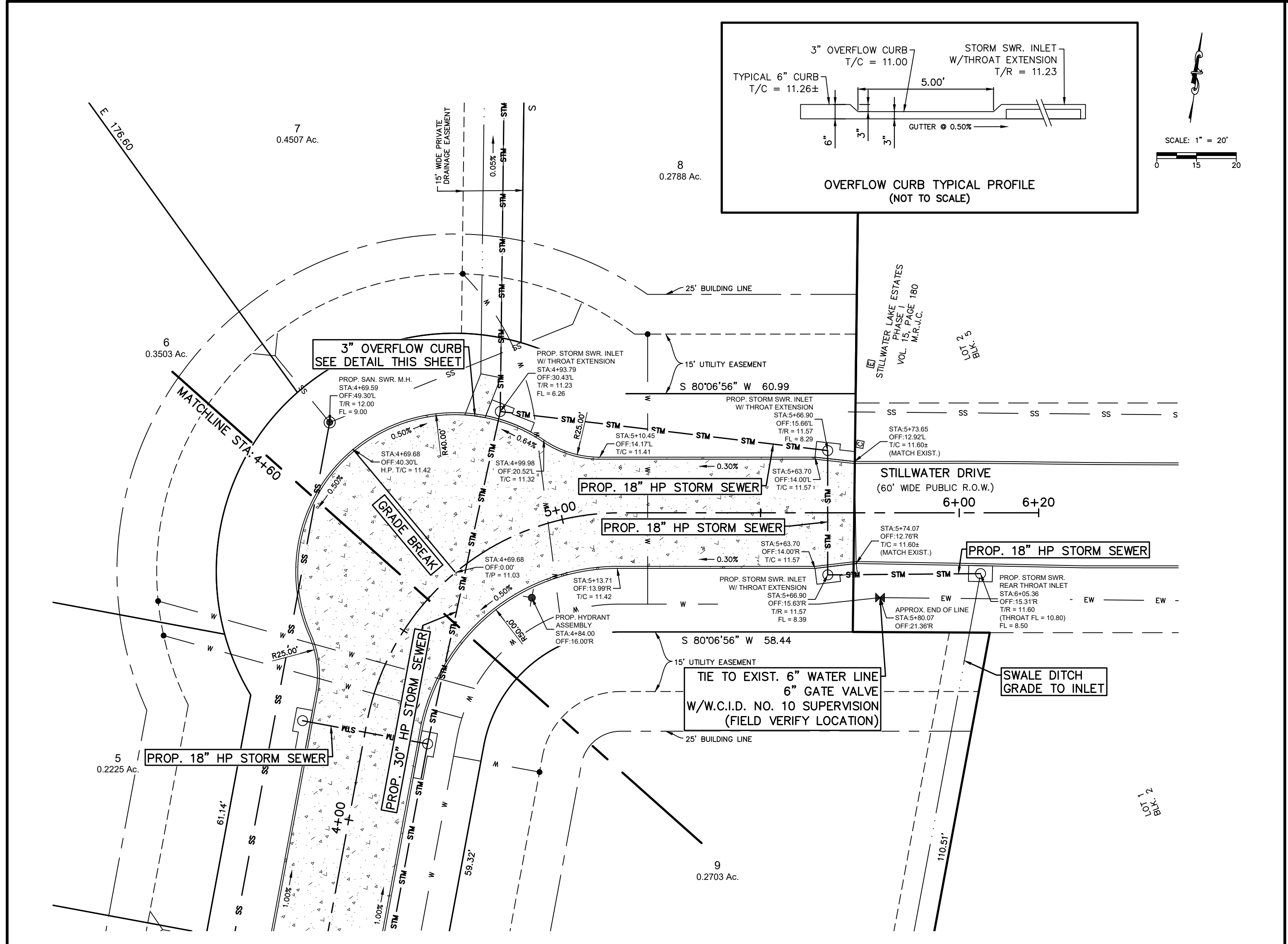
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JEREMY J. MITCHELL, P.E. 116941



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SHEET TITLE	
PLAN AND PROFILE	
PROJECT	
STILLWATER LAKE ESTATES: PHASE II	
STILLWATER DRIVE	
NEDERLAND, TEXAS 77627	

PROJ. NO: 22-0045
SCALE: HOZ. 1" = 20'
VERT. 1" = 2'
PRINT DATE: 7/30/2025
DRAWN BY: NJ
APPROVED BY: JM
SHEET 8 OF 15



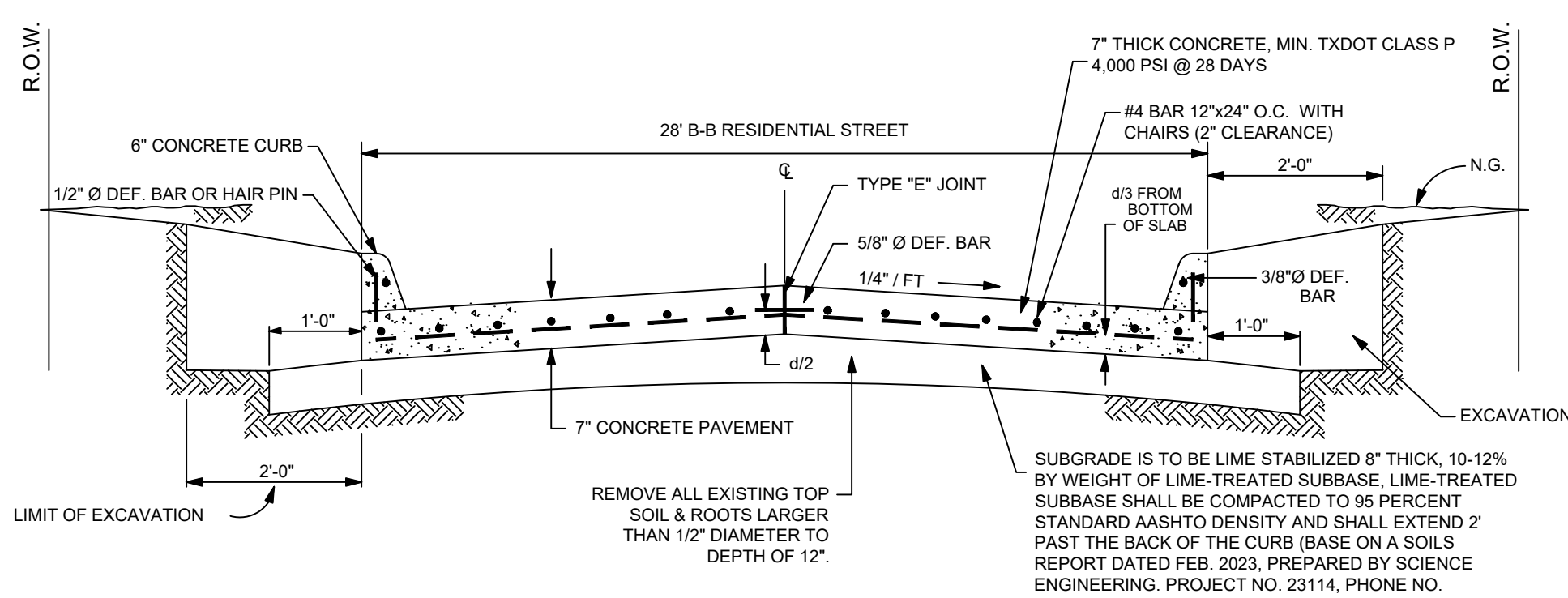
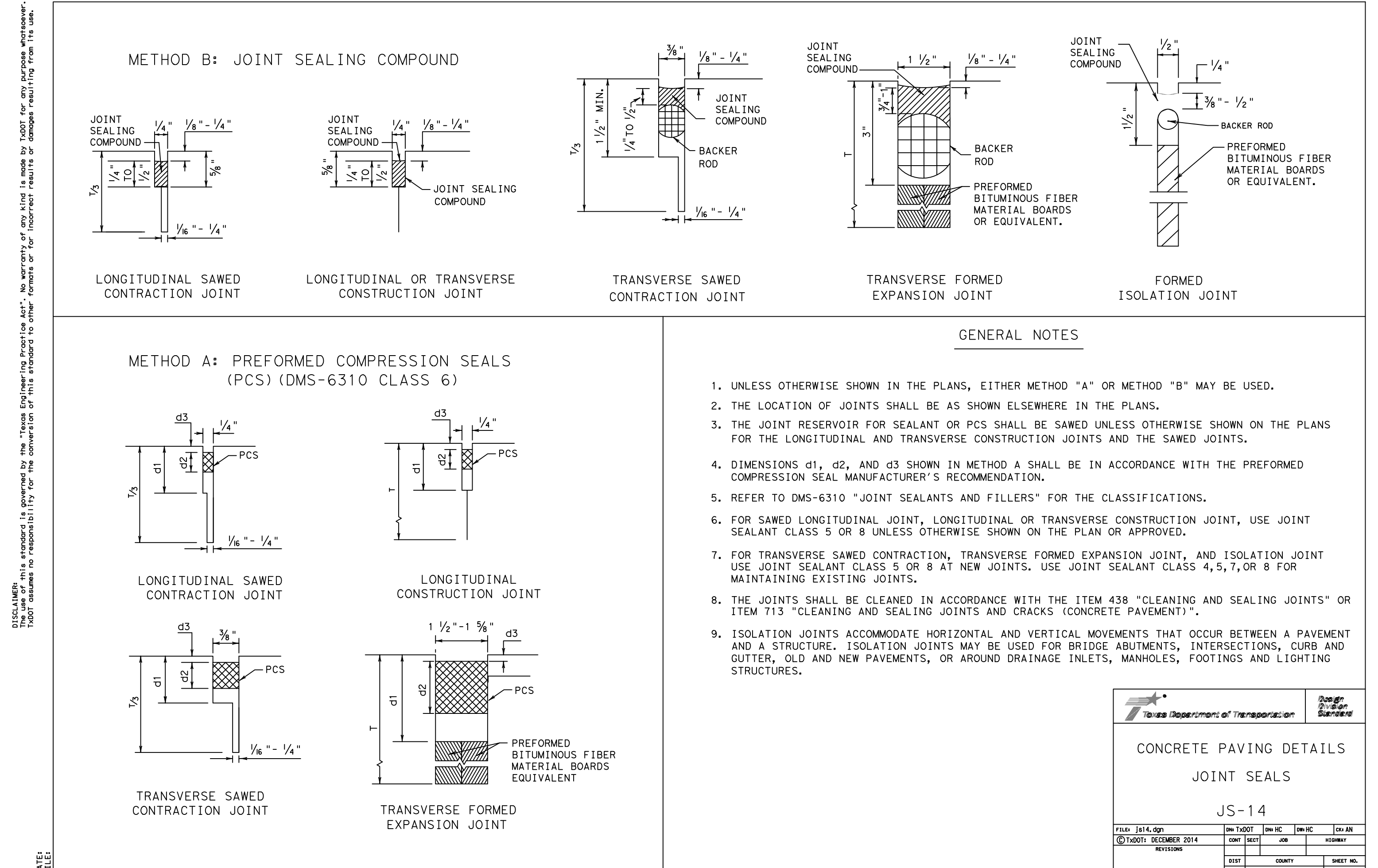
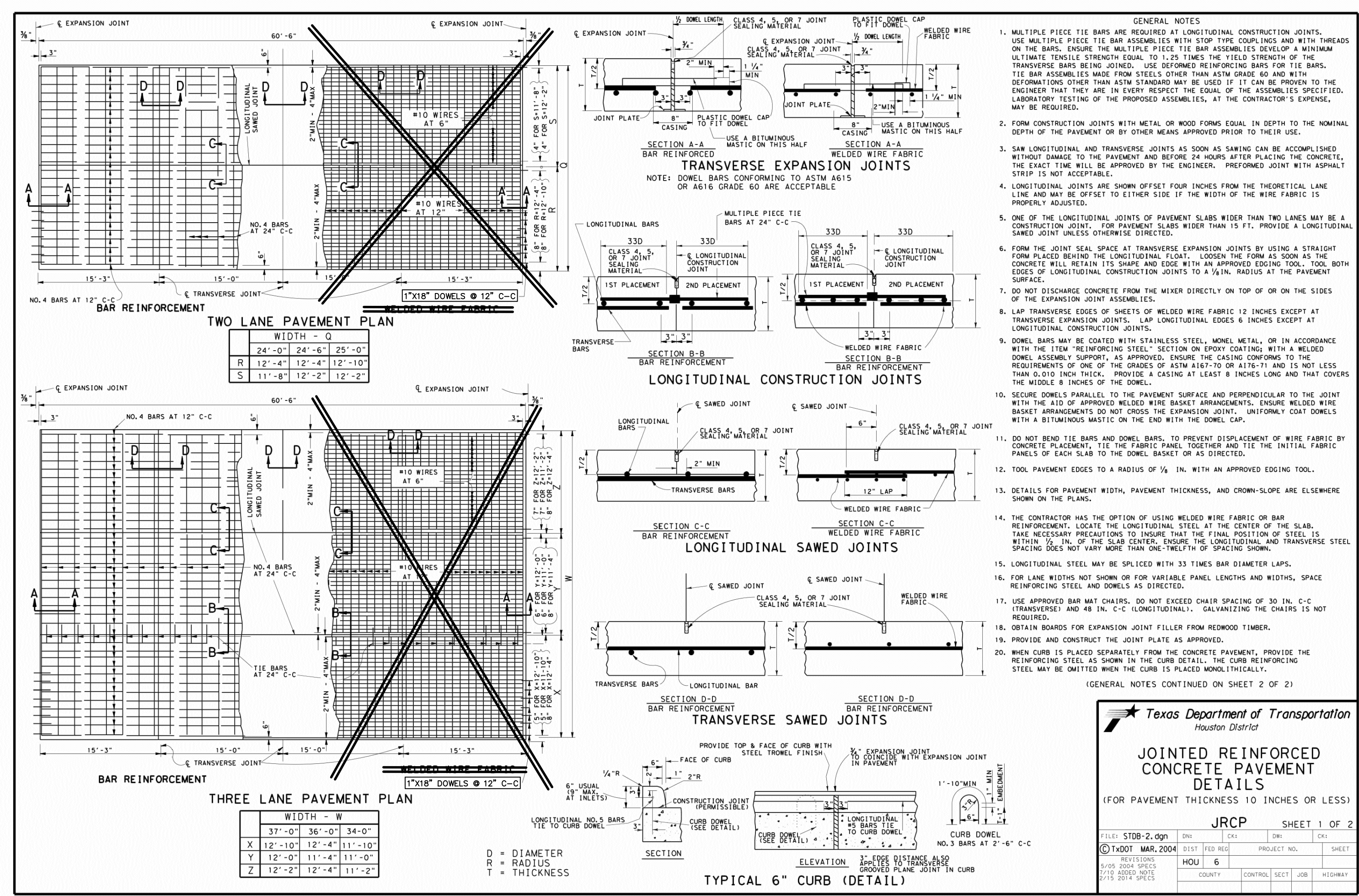
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SHEET TITLE	
PLAN AND PROFILE	
PROJECT	
STILLWATER LAKE ESTATES: PHASE II STILLWATER DRIVE NEDERLAND, TEXAS 77627	

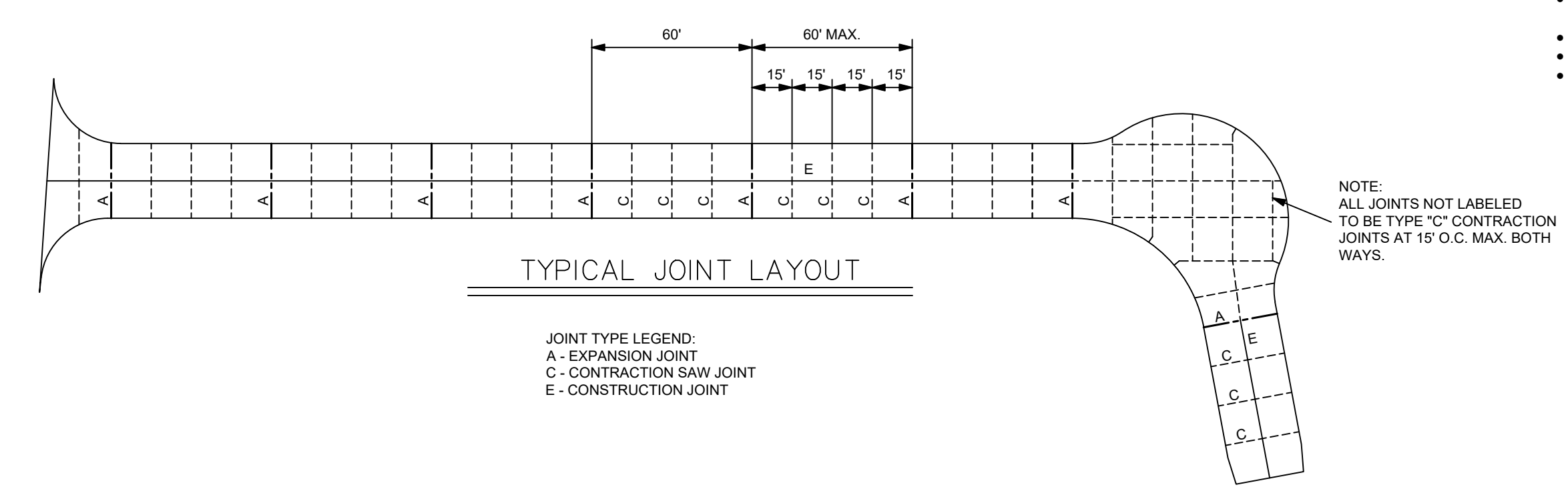
PROJ. NO: 22-0045
SCALE: HOZ. 1" = 20'
VERT. 1" = 2'

PRINT DATE: 7/30/2025
DRAWN BY: NJ
APPROVED BY: JM

SHEET 9 OF 15

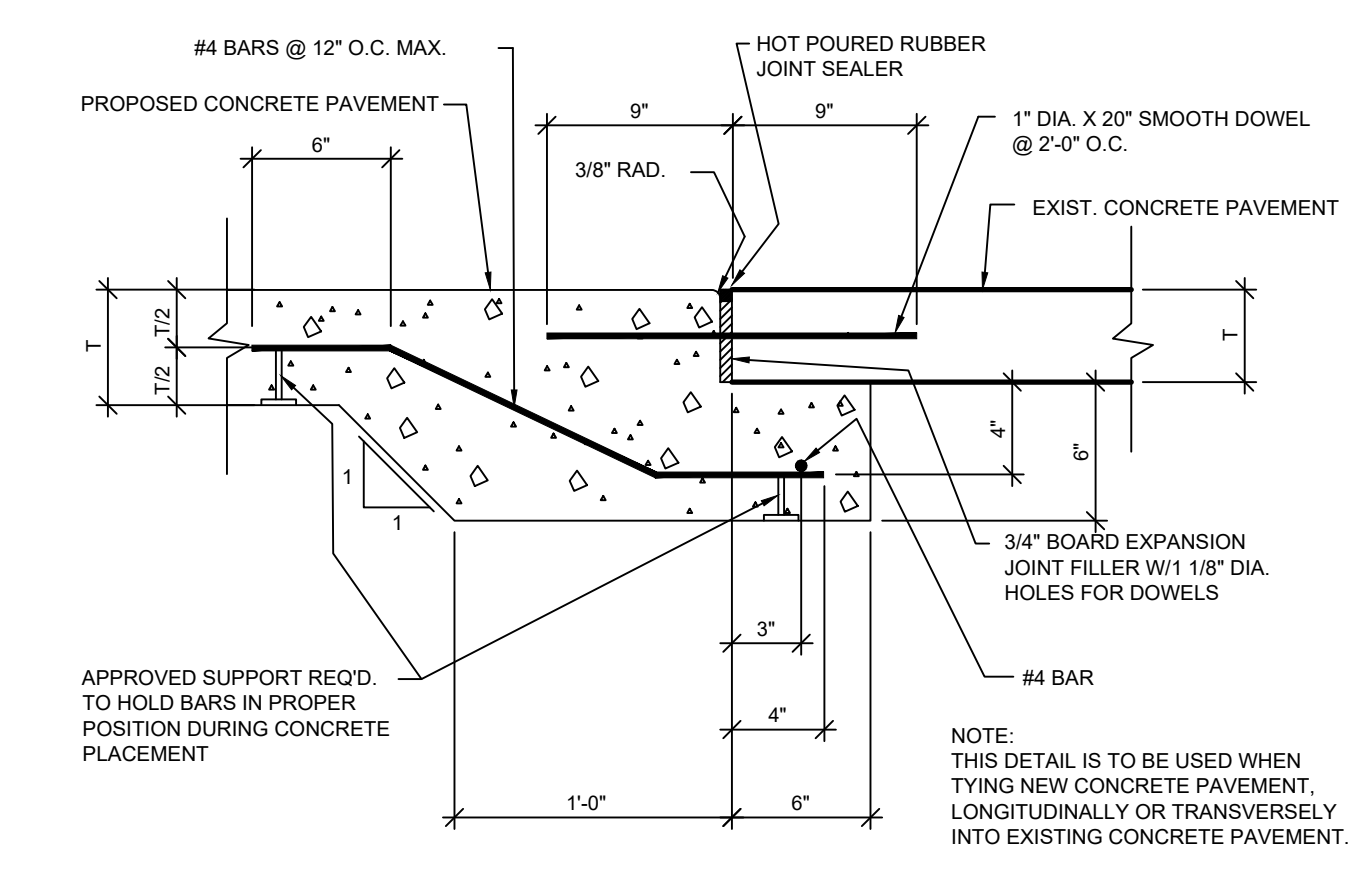


TYPICAL CONCRETE PAVING SECTION FOR RESIDENTIAL OR MINOR STREETS

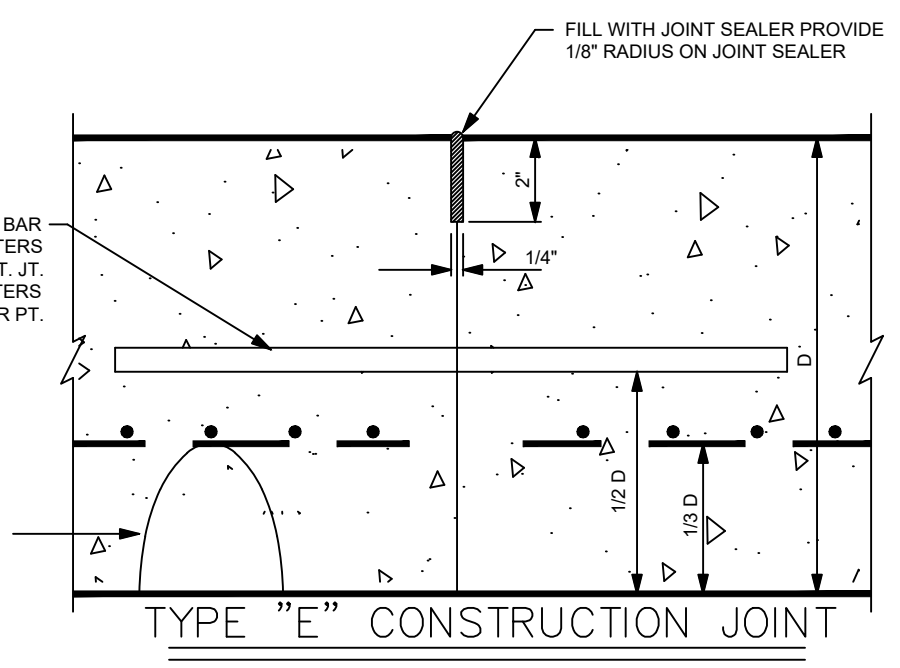


JOINT TYPE LEGEND:
A - EXPANSION JOINT
C - CONTRACTION SAW JOINT
E - CONSTRUCTION JOINT

- STANDARD SPECIFICATIONS**
- REFERENCED FROM THE TEXAS DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MAINTENANCE MANUAL 2014
- 100 ITEMS EARTHWORK AND LANDSCAPE**
- 100 Preparing Right of Way
 - 110 Excavation
 - 132 Embankment
 - 162 Sodding for Erosion Control
 - 164 Seeding for Erosion Control
 - 166 Fertilizer
- 200 ITEMS SUBGRADE TREATMENTS AND BASE**
- 210 Rolling
 - 216 Proof Rolling
 - 260 Lime Treatment (Road-Mixed)
- 300 ITEMS SURFACE COURSES AND PAVEMENTS**
- 360 Concrete Pavement
- 400 ITEMS STRUCTURES**
- 400 Excavation and Backfill for Structures
 - 401 Flowable Backfill
 - 402 Trench Excavation Protection
 - 420 Concrete Substructures
 - 421 Hydraulic Cement Concrete
 - 427 Surface Finishes for Concrete
 - 438 Cleaning and Sealing Joints
 - 440 Reinforcement for Concrete
 - 462 Concrete Box Culverts and Drains
 - 464 Reinforced Concrete Pipe
 - 465 Junction Boxes, Manholes, and Inlets
 - 471 Frames, Grates, Rings, and Covers
- 500 ITEMS MISCELLANEOUS CONSTRUCTION**
- 500 Mobilization
 - 502 Barricades, Signs, and Traffic Handling
 - 506 Temporary Erosion, Sedimentation, and Environmental Controls
 - 529 Concrete Curb, Gutter, and Combined Curb and Gutter
 - 530 Intersections, Driveways, and Turnouts
 - 531 Sidewalks

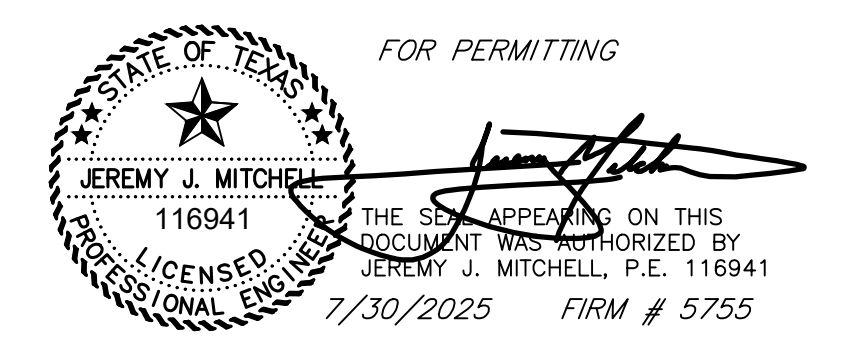


PAVEMENT TRANSITION (NEW CONCRETE TO EXIST. CONCRETE)



TYPE "E" CONSTRUCTION JOINT

- GENERAL NOTES:**
- ALL CONCRETE TO BE 4000 PSI @ 28 DAY STRENGTH.
 - MAKE 3 TEST CYLINDERS EVERY 50 CY. BREAK AT 7 DAY, 14 DAY, AND 28 DAY PLUS SPARE. CONTRACTOR SHALL COORDINATE SCHEDULING WITH PORTS TESTING LABORATORY.
 - CURING COMPOUND TO BE USED AND FOLLOW MANUFACTURERS DIRECTIONS.
 - BROOM FINISH FOR NON SLIP SURFACE.
 - REINFORCING BAR TO BE 60,000 PSI OR APPROVED EQUAL.
 - USED TREATED WOOD FOR EXPANSION JOINTS OR REDWOOD
 - SEAL JOINTS WITH BASF CONCRETE JOINT SEALER



FOR PERMITTING

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JEREMY J. MITCHELL, P.E. 116941 7/30/2025 FIRM # 5755

SOUTEX
SURVEYORS & ENGINEERS

7373 Doctors Drive
Port Arthur, Texas 77642
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T.B.P.E. FIRM #5755 • T.X.L.S. FIRM #10123800

SHEET TITLE		PROJ. NO: 22-0045
DETAILS		SCALE:
PROJECT		PRINT DATE: 7/30/2025
STILLWATER LAKE ESTATES: PHASE II		DRAWN BY: NJ
STILLWATER DRIVE		CHECKED BY: JM
NERLAND, TEXAS 77627		APPROVED BY: JM
		SHEET 10 OF 15

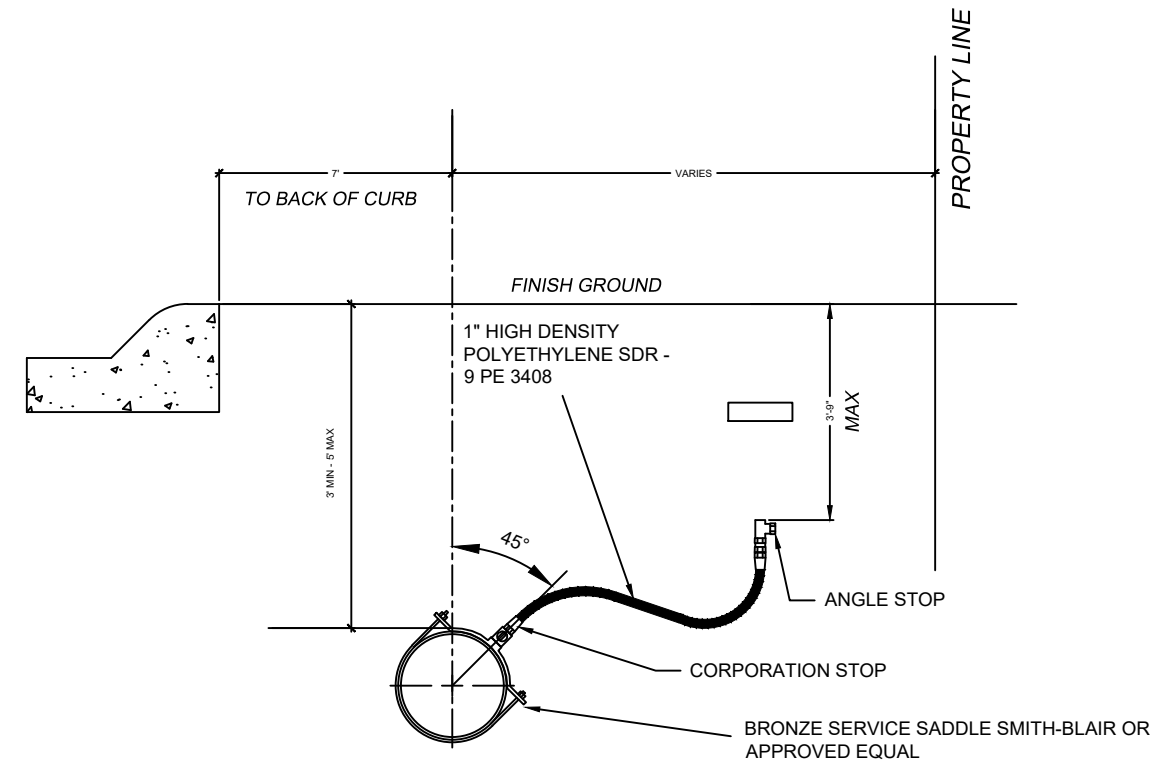
WATER SYSTEM

1. WATER SYSTEM SHALL CONFORM WITH THE JCWCID NO. 10 DETAILS & SPECIFICATIONS. (USE CITY OF BEAUMONT DETAILS & SPECIFICATIONS.)
2. WATER LINE TO HAVE A MINIMUM OF 3' OF COVER.
3. PIPE BEDDING SHALL CONFORM WITH CITY OF BEAUMONT DETAILS.
4. TAP ON EXISTING WATER LINE BY CONTRACTOR. COORDINATE WITH JCWCID NO. 10 PRIOR TO MAKING TAP. IF WATER LINE IS WITHIN EXISTING PAVEMENT, SAW CUT AND RETURN TO EXISTING CONDITION.
5. PIPE SHALL BE PVC POTABLE WATER PIPE MAIN AND CONFORM TO AWWA C900 CLASS 150 PVC. PIPE AND COUPLINGS SHALL BE MADE FROM CLASS 12454-B VIRGIN COMPOUNDS AS DEFINED IN ASTM D1784 AND CONFORM WITH THE OUTSIDE DIMENSIONS OF IRON PIPE.
6. ALL M.J. FITTINGS TO HAVE MEGALUG JOINT RESTRAINTS OR EQUAL. ALL WATERLINE BENDS SHOULD USE MEGA LUGS.
7. TCEQ - CHAPTER 217, SUBSECTION 217.53, EFFECTIVE 8-28-08, WHERE A SANITARY SEWER CROSSES A WATERLINE AND THE SEWER IS CONSTRUCTED OF CAST IRON, DUCTILE IRON OR PVC WITH A MINIMUM PRESSURE RATING OF 150 PSI, AN ABSOLUTE MINIMUM DISTANCE OF 6 INCHES BETWEEN OUTSIDE DIAMETERS SHALL BE MAINTAINED. IN ADDITION THE SEWER SHALL BE LOCATED BELOW THE WATERLINE WHERE POSSIBLE AND ONE LENGTH OF SEWER PIPE MUST BE CENTERED ON THE WATERLINE.
8. WATER SYSTEM SHALL BE TESTED PER TCEQ STANDARDS. COORDINATE WITH ENGINEER AND JCWCID NO. 10.

WATER AND SEWER SPECIFICATIONS
REFERENCE CITY OF BEAUMONT
AVAILABLE AT <https://www.beaumonttexas.gov/DocumentCenter/View/583/Technical-Specifications-PDF>

INCLUDING BUT NOT LIMITED TO THE LIST BELOW:

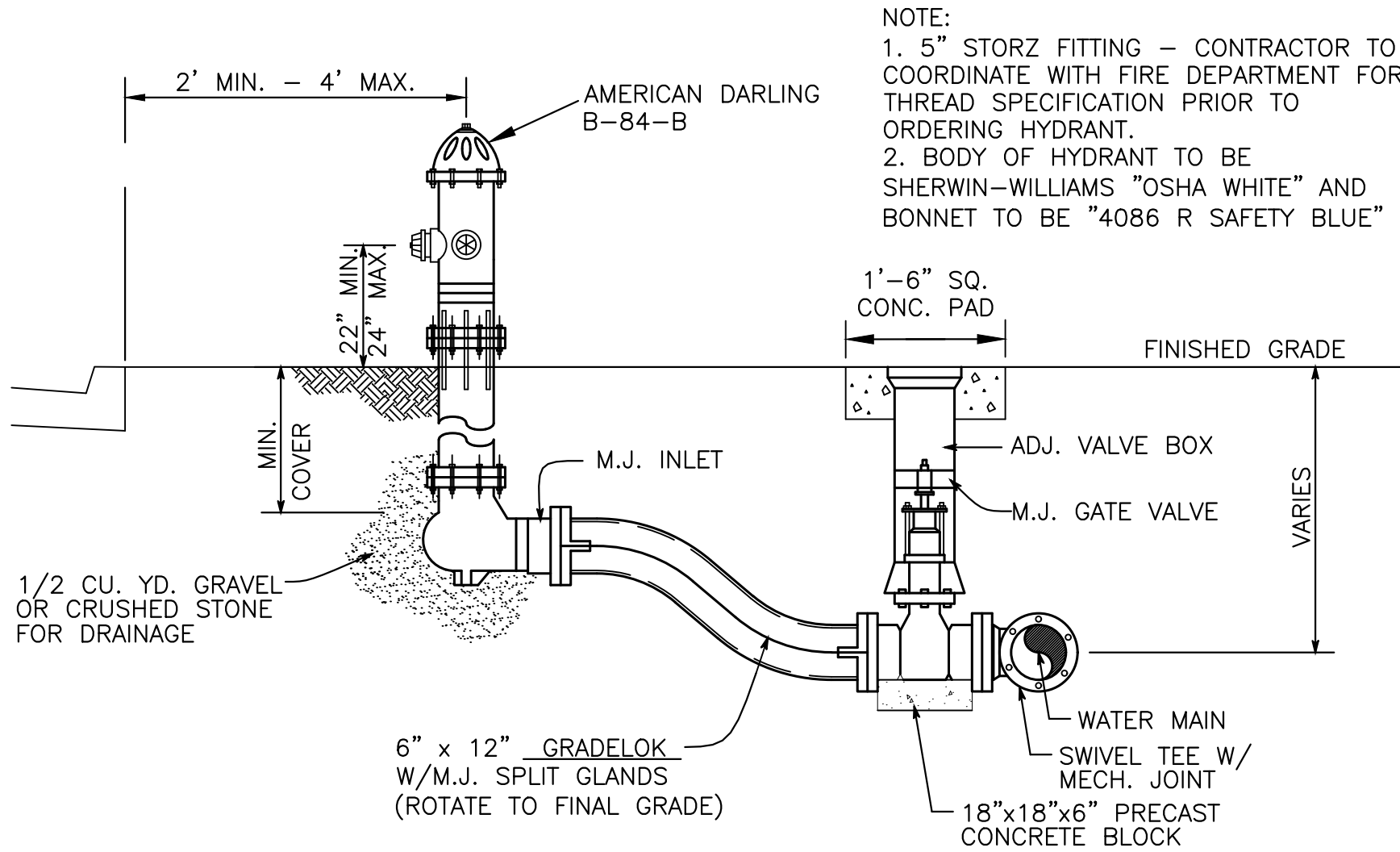
- 600 Specifications for Underground Construction of Water and Sewer Pipes
- 601 Specifications for Clearing and Grubbing
- 605 Specifications for Steel Casing
- 610 Specifications for Dry Auger Boring
- 705 Specifications for PVC Force Main Sewer Pipe
- 707 Specifications for Ductile Iron Pipe
- 709 Specifications for Manhole Stabilization
- 712 Specifications for Trench Safety Systems
- 719 Specifications for Air Release Valves
- 801 Specifications for Ductile Iron Pipe and Fittings
- 805 Specifications for Valve Boxes and Risers
- 807 Specifications for Butterfly Valves
- 809 Specifications for Testing and Sterilization of Completed Lines
- 810 Specifications for Polyvinyl Chloride (PVC) Pressure Water Pipe
- 811 Specifications for Resilient Wedge Gate Valves Sizes 4" thru 66"
- 813 Specifications for Horizontal Directional Drilling
- 817 Specifications for Cement Stabilized Sand
- 01578 Specifications for Ground Water and Surface Water
- 02226 Specifications for Pipe Jacking, Boring, and Tunneling
- 02317 Specifications for Excavation and Backfill for Utilities
- 02320 Specifications for Utility Backfill Material
- 02505 Specifications for High Density Polyethylene (HDPE) Solid and Profile Wall Pipe
- 02533 Specifications for Acceptance Testing for Sanitary Sewers
- 03301 Specifications for Precast Concrete Manholes



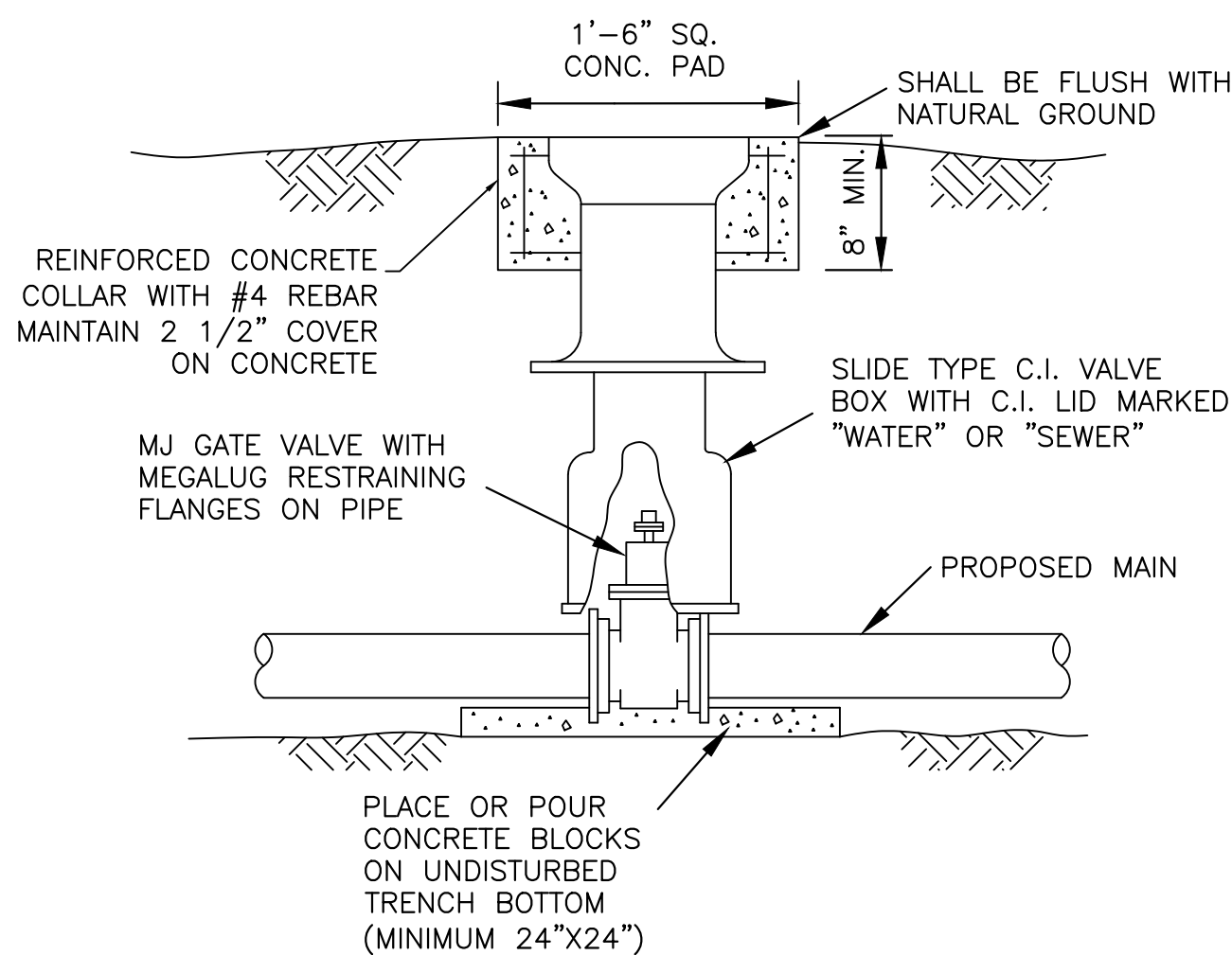
GENERAL NOTES:

1. SINGLE STRAP ALL 3/4" & 1" TAPS AND DOUBLE STRAP ALL 1 1/2" & 2" ON 6" PIPE AND ABOVE.
2. CLOY TWIN SEAL TAPPING SADDLE STYLE 3401 OR APPROVED EQUAL FOR 2" OR 3" PVC PIPE.
3. FOR 2" SDR-26 MAINS, USE A BRASS TEE AND A CURB STOP.

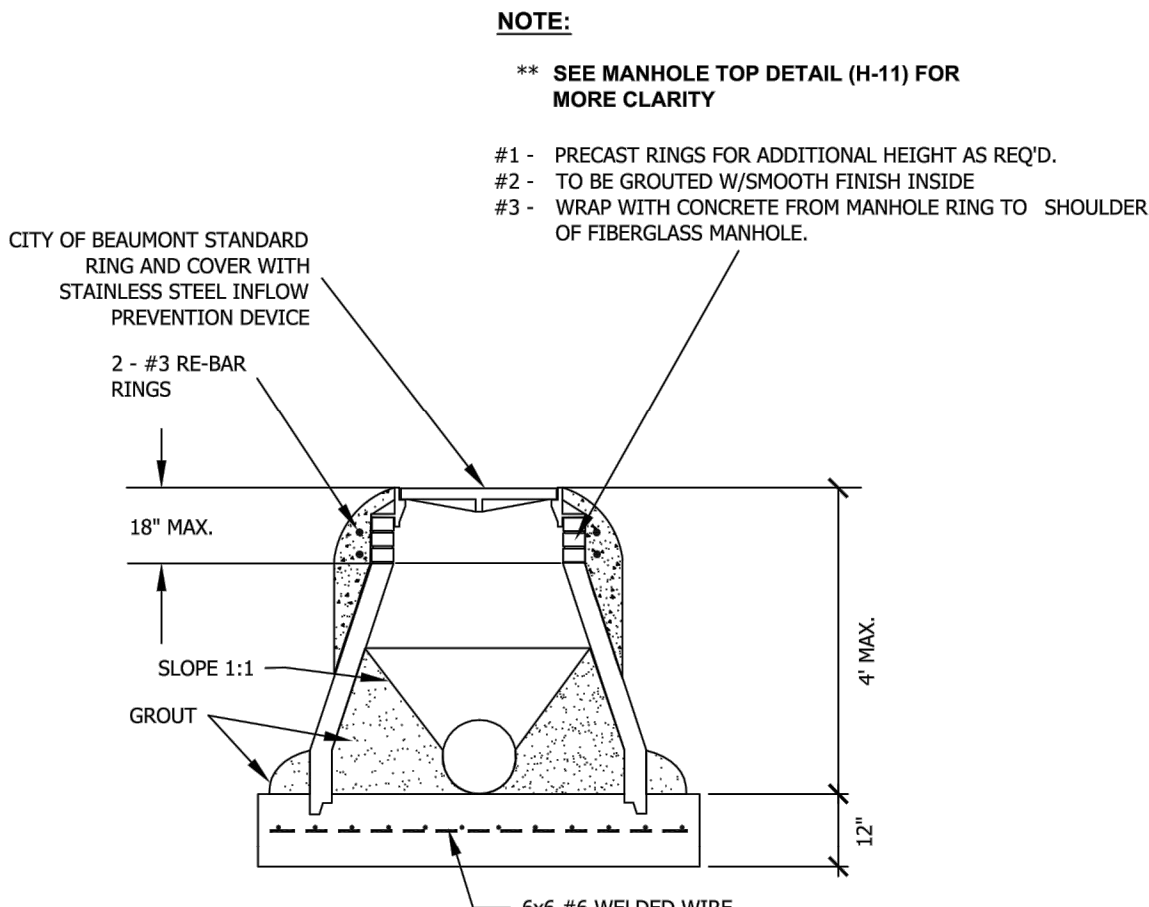
TYPICAL WATER SERVICE CONNECTION



TYPICAL FLUSHING VALVE & GATE VALVE
WITH GRADELOK
(FIRE HYDRANT UNIT)



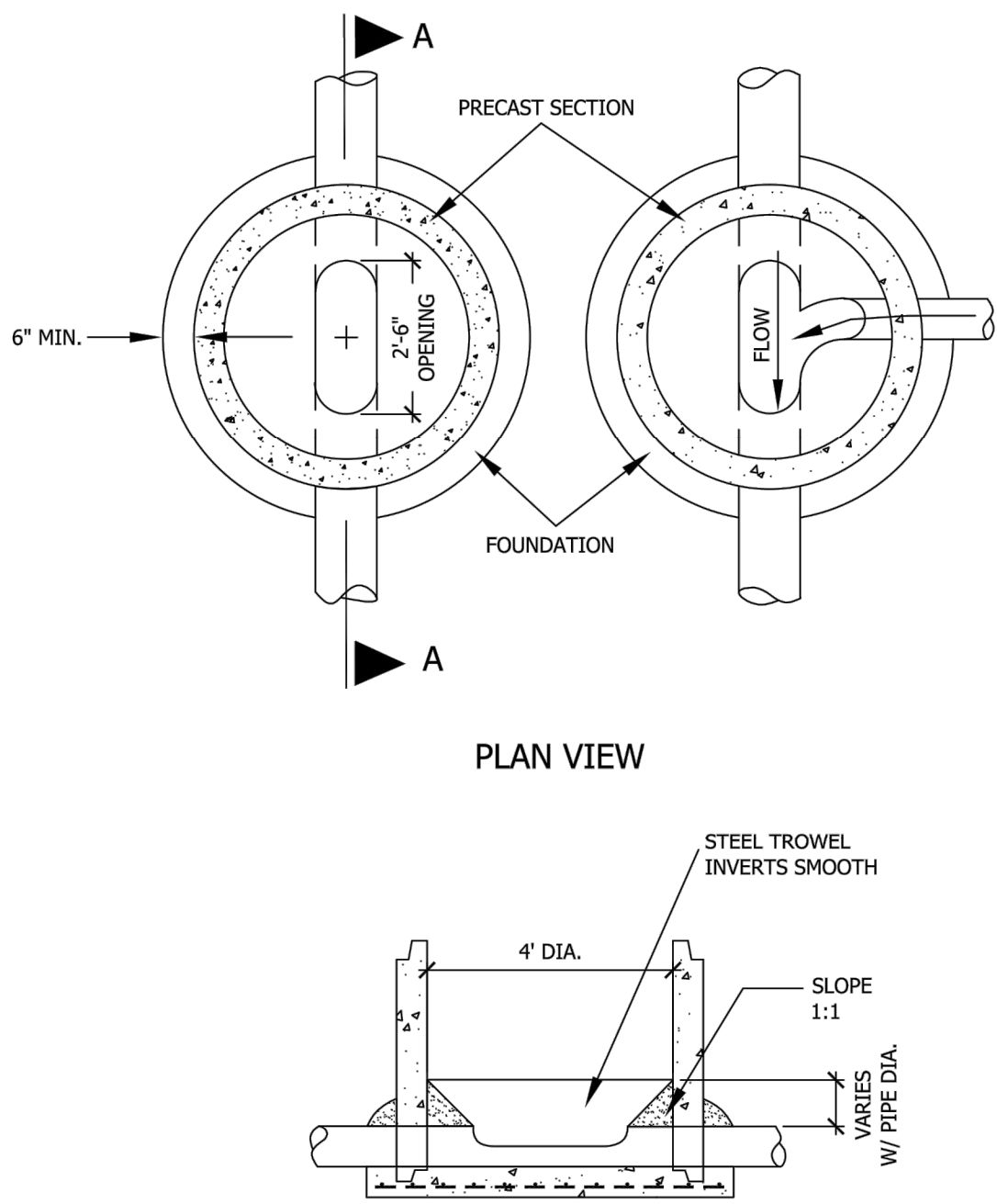
TYPICAL GATE VALVE



SHALLOW MANHOLE
DETAIL

CITY OF BEAUMONT
WATER UTILITIES DEPARTMENT
N.T.S.

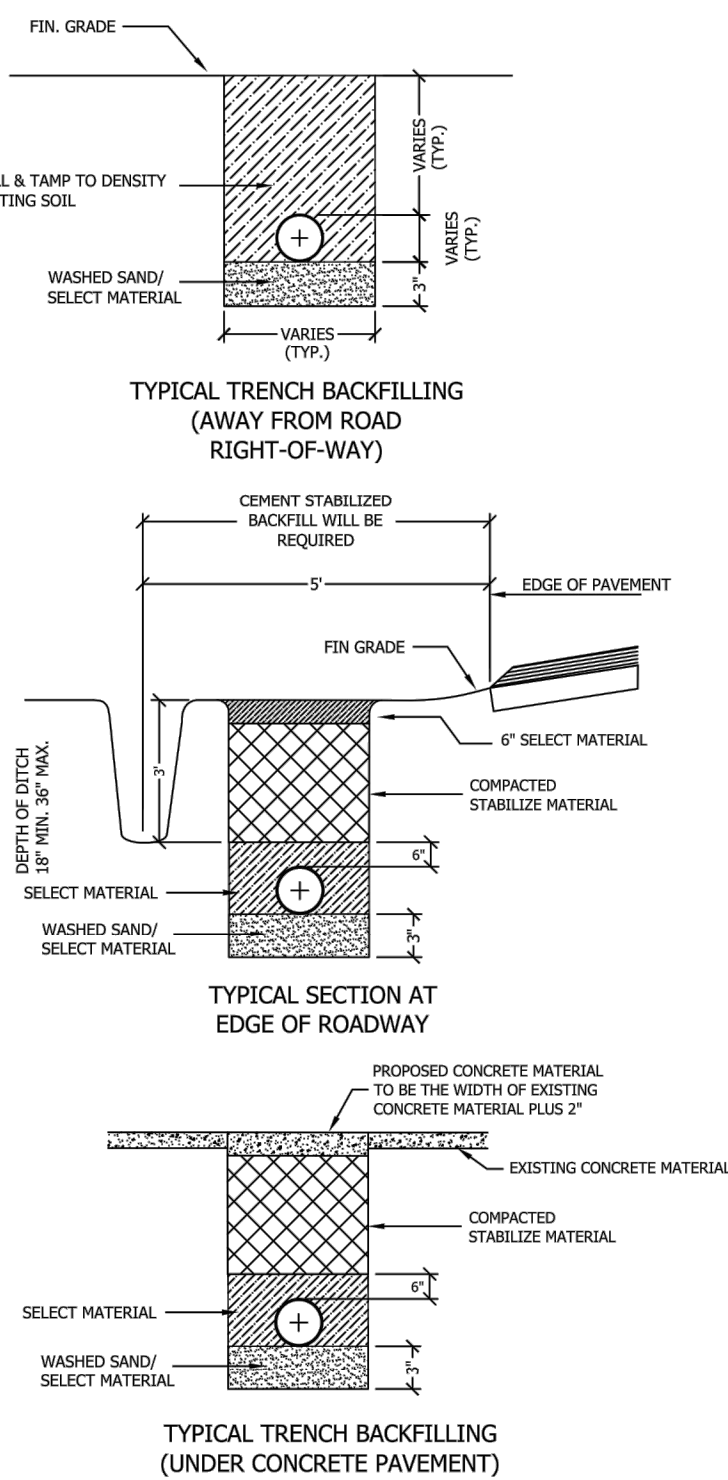
H-8



SECTION A-A
TYPICAL INVERT
SHAPING

CITY OF BEAUMONT
WATER UTILITIES DEPARTMENT
N.T.S.

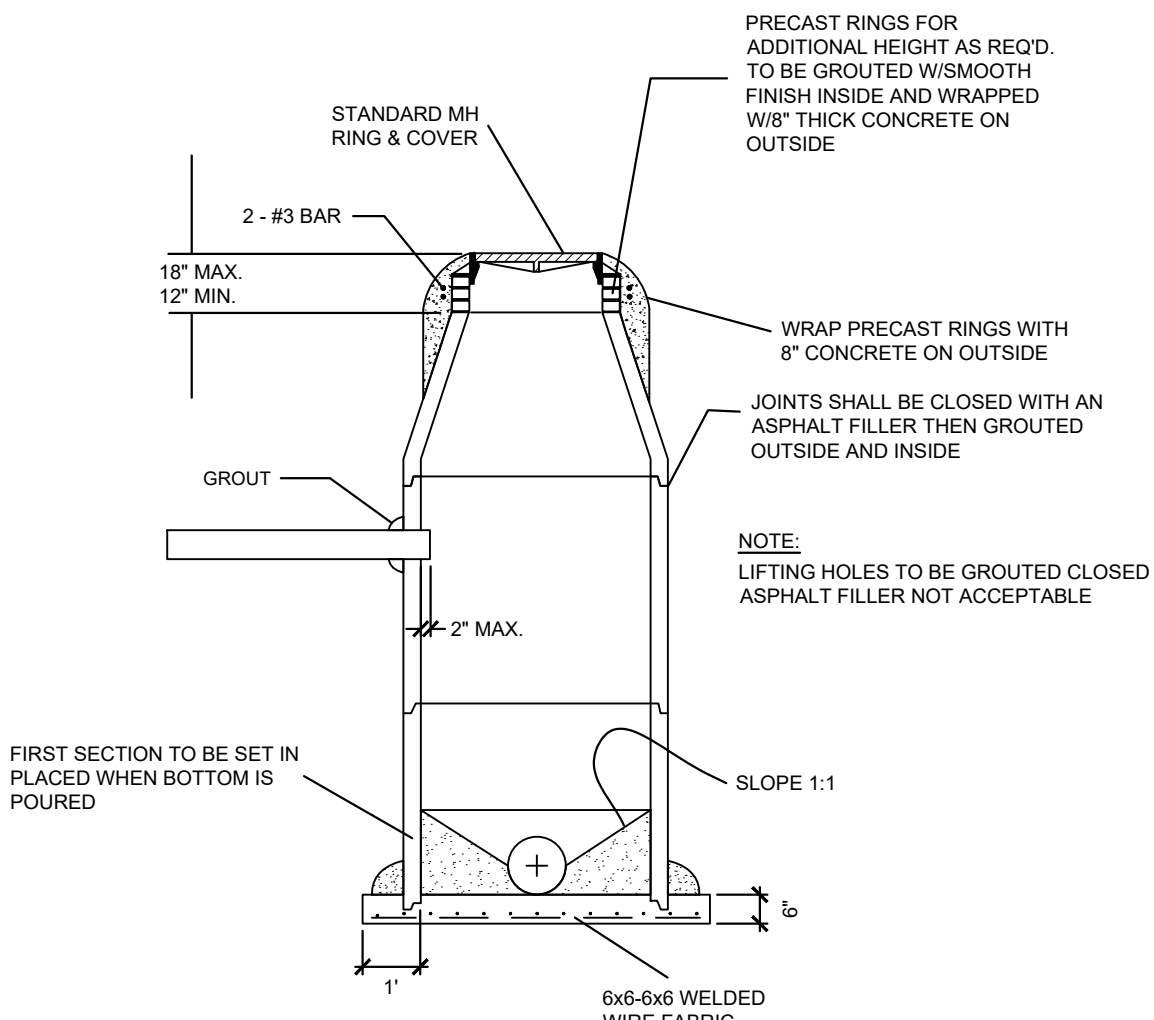
H-13



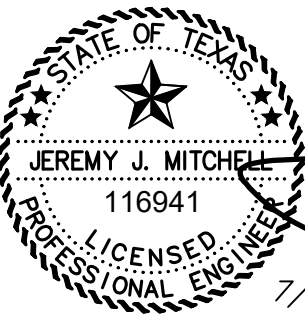
TYPICAL ROAD &
TRENCH BACKFILLING

CITY OF BEAUMONT
WATER UTILITIES DEPARTMENT
N.T.S.

H-47



PRECAST MANHOLE DETAIL



FOR PERMITTING

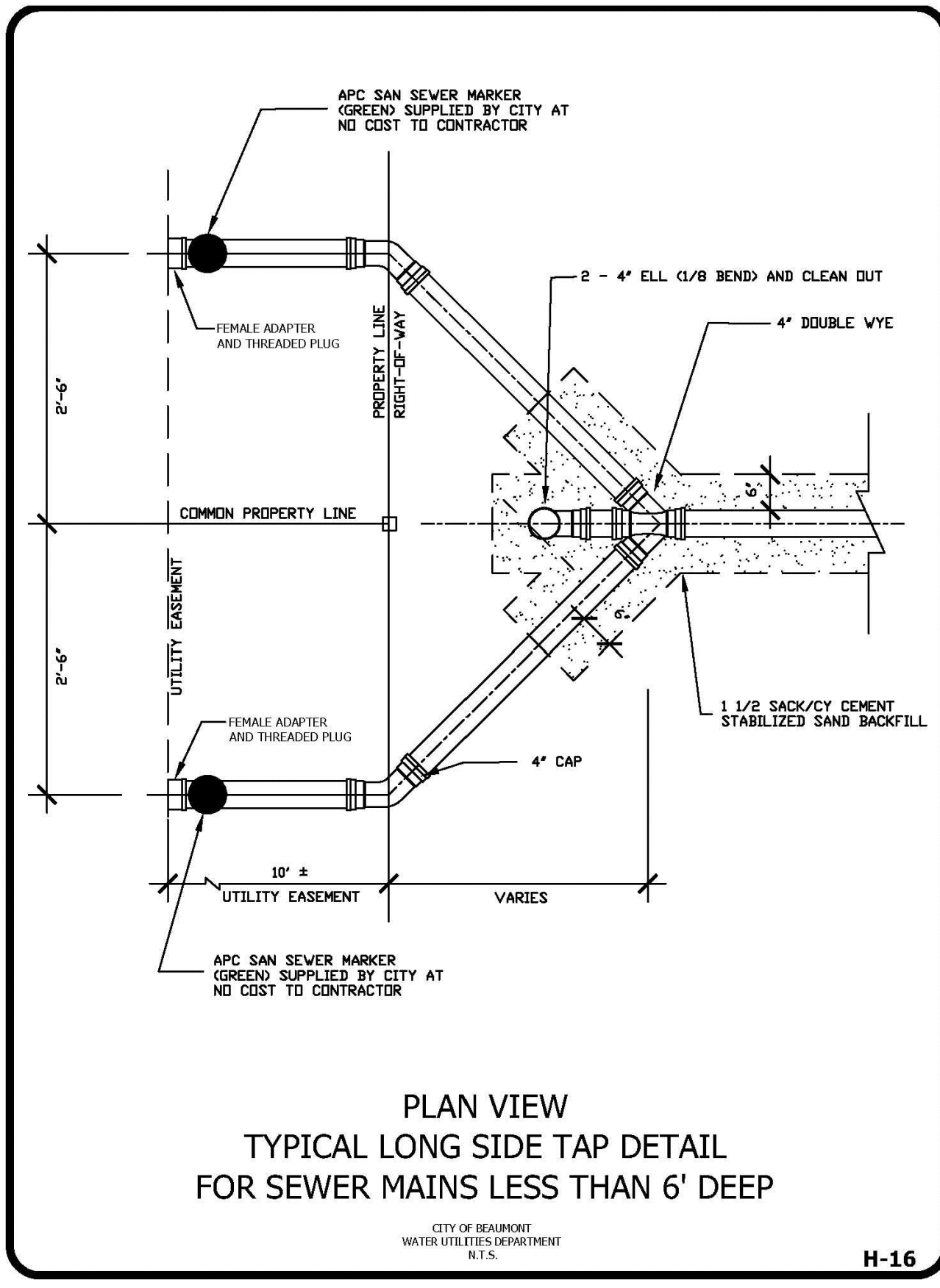
THE SEAL APPEARING ON THIS
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7/30/2025 FIRM # 5755



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SHEET TITLE	
DETAILS	
PROJECT	
STILLWATER LAKE ESTATES: PHASE II	
STILLWATER DRIVE	
NEDERLAND, TEXAS 77627	

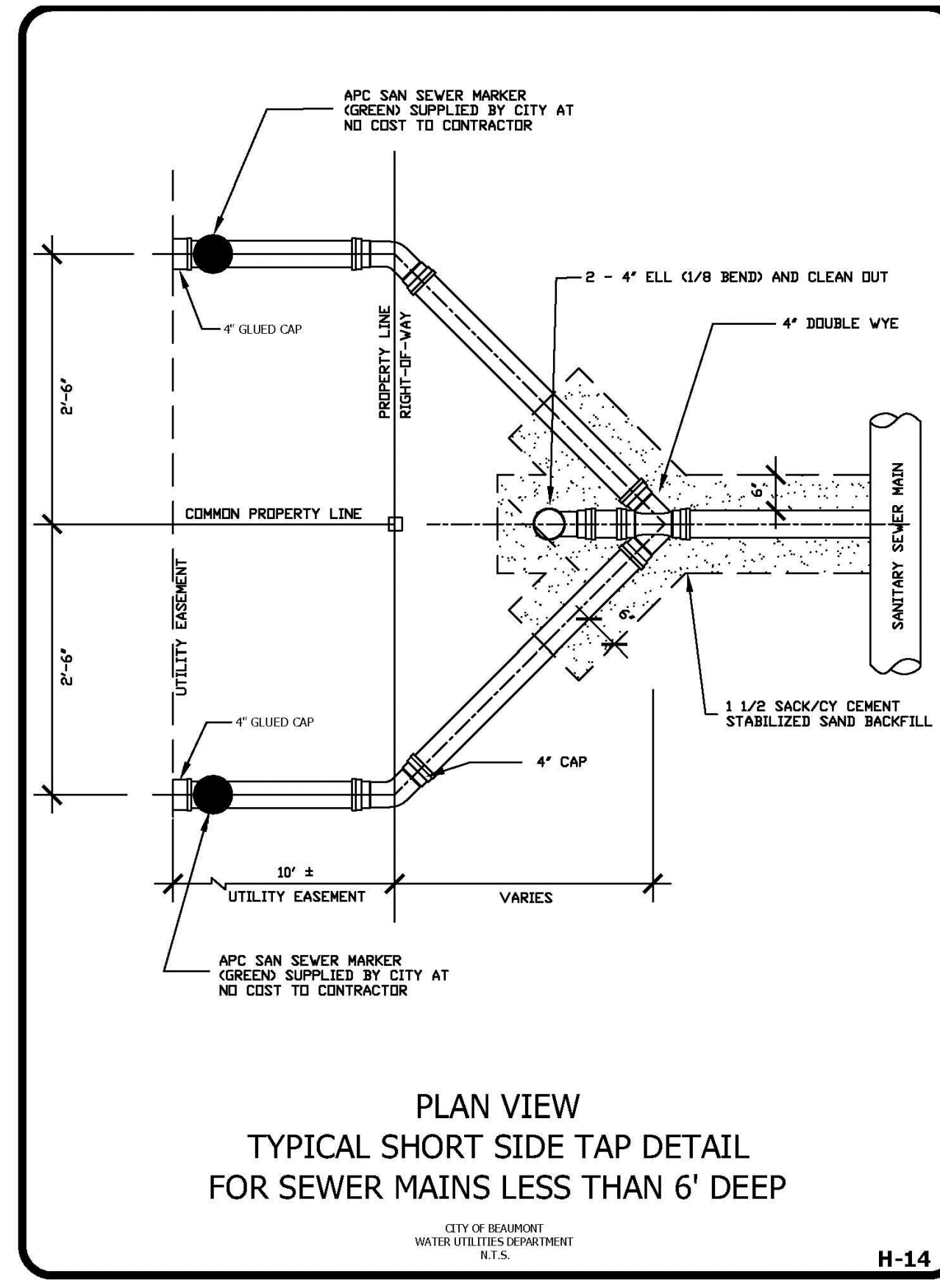
PROJ. NO: 22-0045
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APPROVED BY: JM
SHEET 11 OF 15



PLAN VIEW
TYPICAL LONG SIDE TAP DETAIL
FOR SEWER MAINS LESS THAN 6' DEEP

CITY OF BEAUMONT
WATER UTILITIES DEPARTMENT
N.T.S.

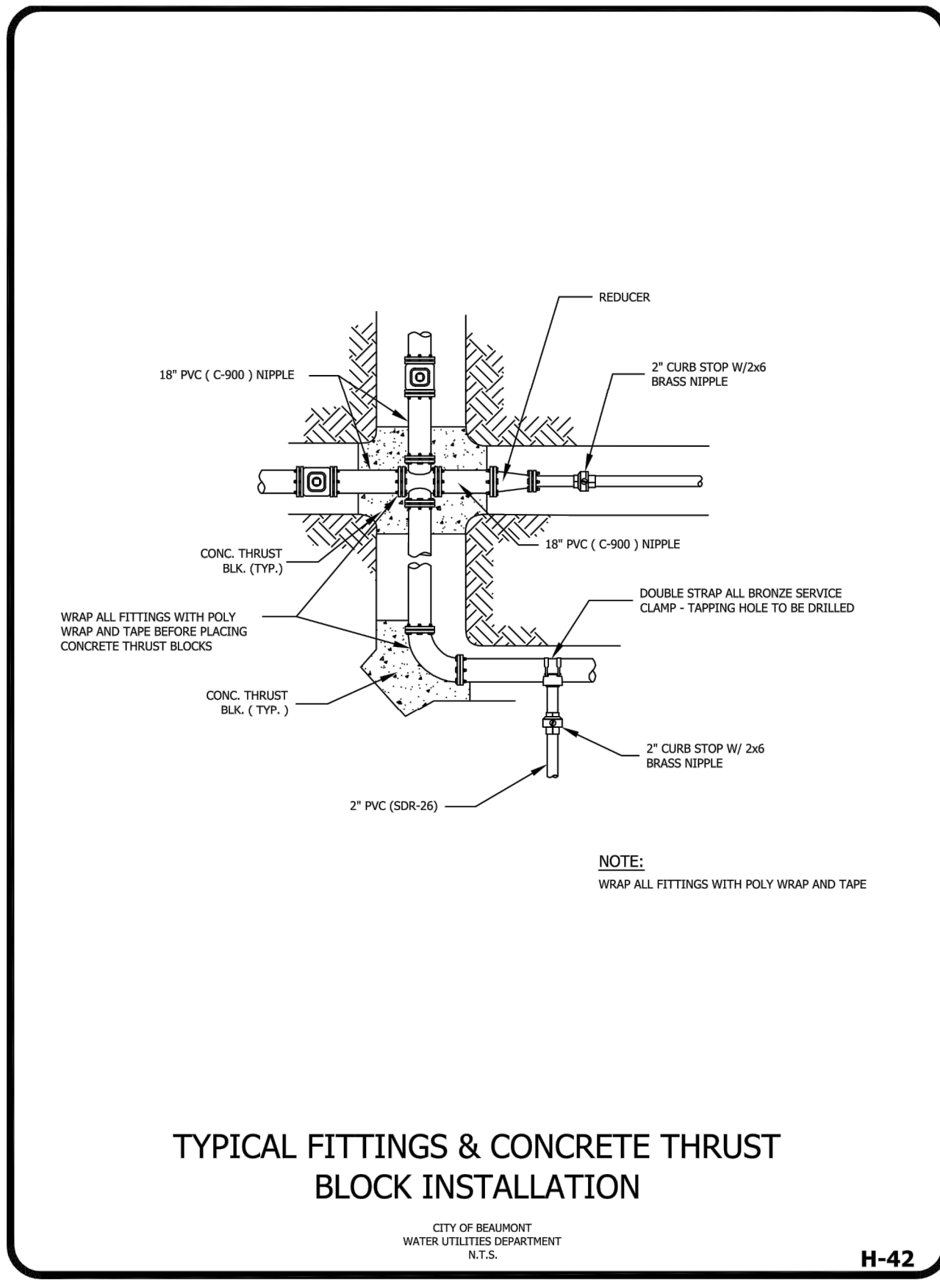
H-16



PLAN VIEW
TYPICAL SHORT SIDE TAP DETAIL
FOR SEWER MAINS LESS THAN 6' DEEP

CITY OF BEAUMONT
WATER UTILITIES DEPARTMENT
N.T.S.

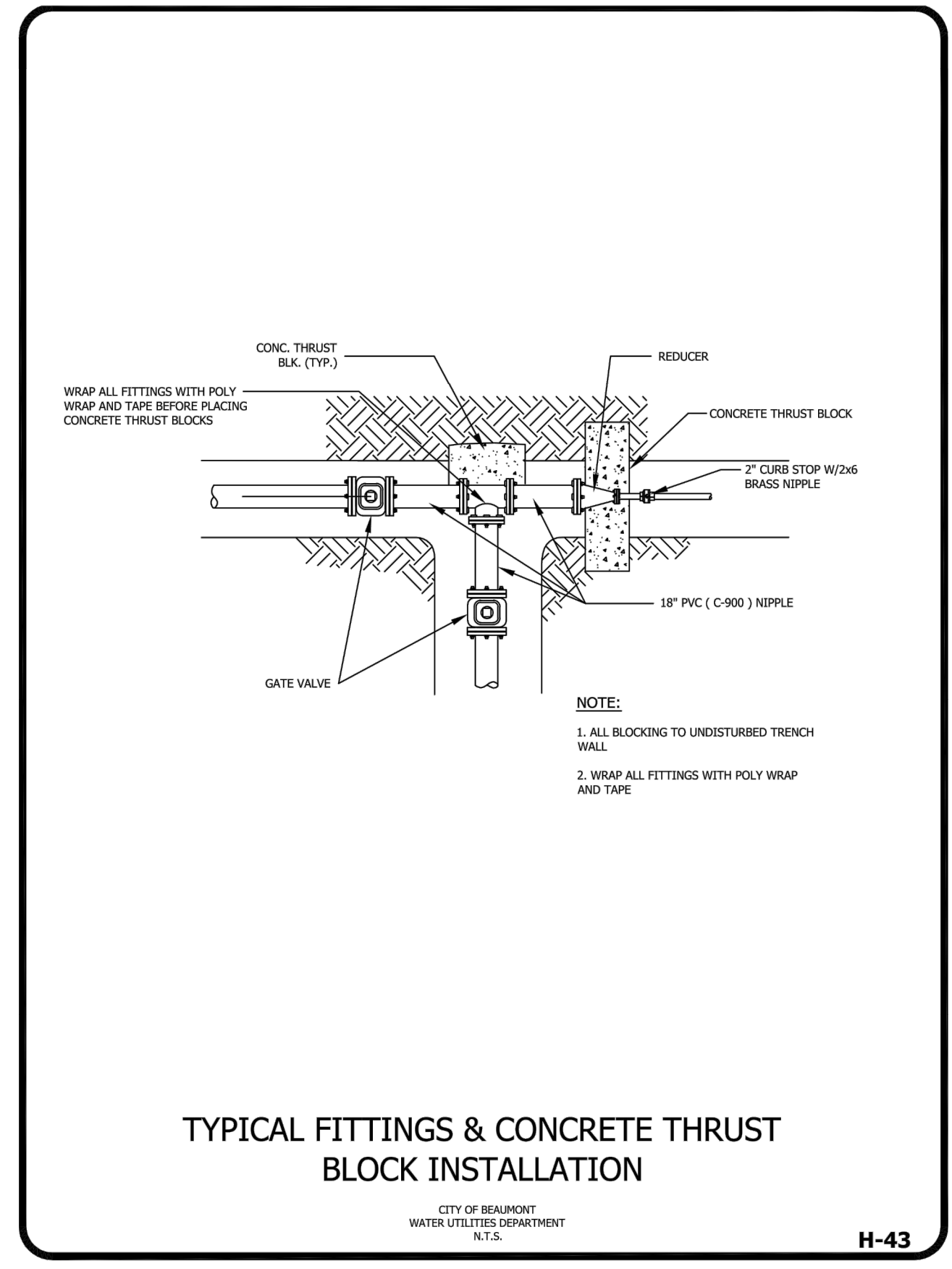
H-14



TYPICAL FITTINGS & CONCRETE THRUST
BLOCK INSTALLATION

CITY OF BEAUMONT
WATER UTILITIES DEPARTMENT
N.T.S.

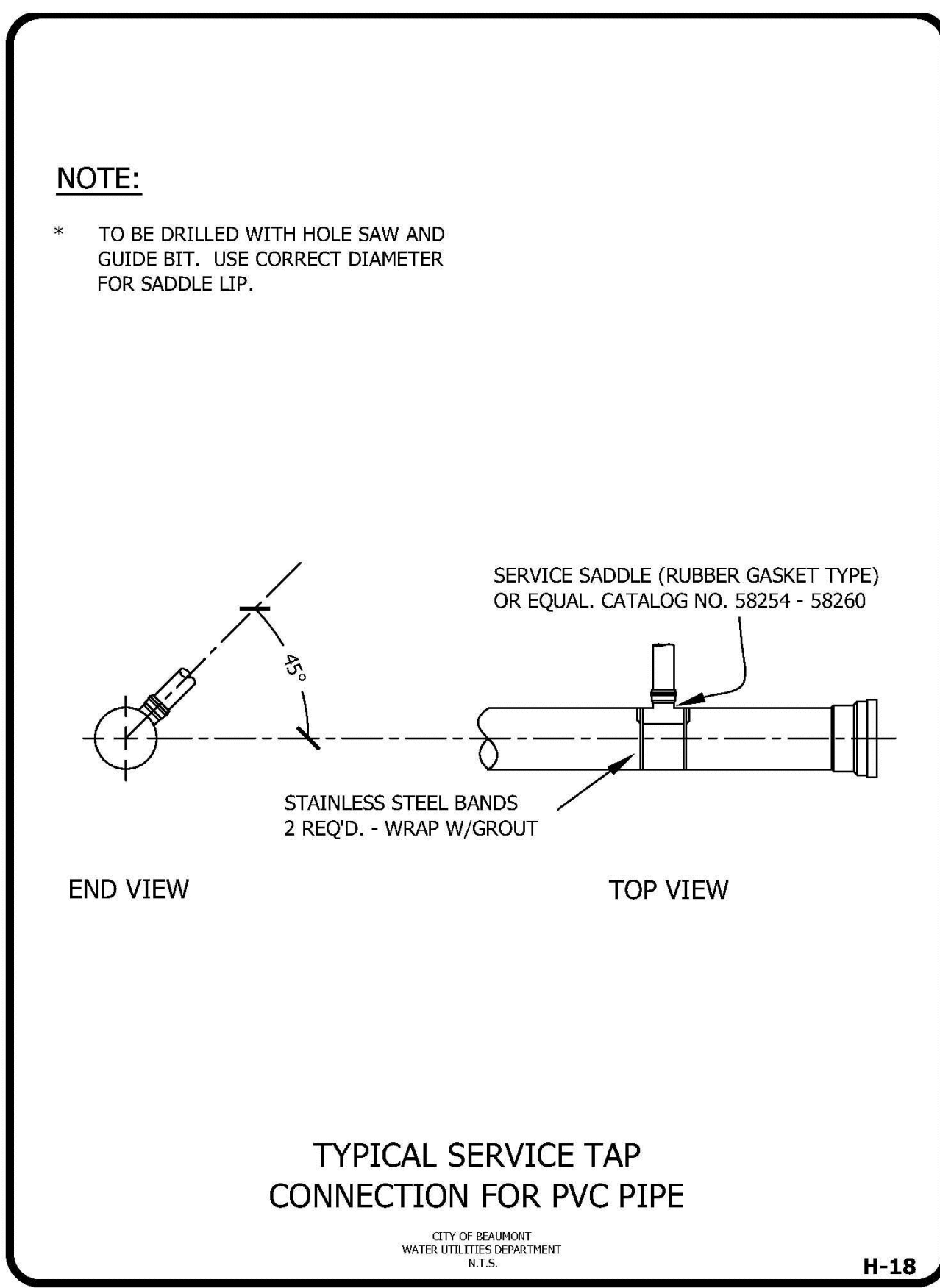
H-42



TYPICAL FITTINGS & CONCRETE THRUST
BLOCK INSTALLATION

CITY OF BEAUMONT
WATER UTILITIES DEPARTMENT
N.T.S.

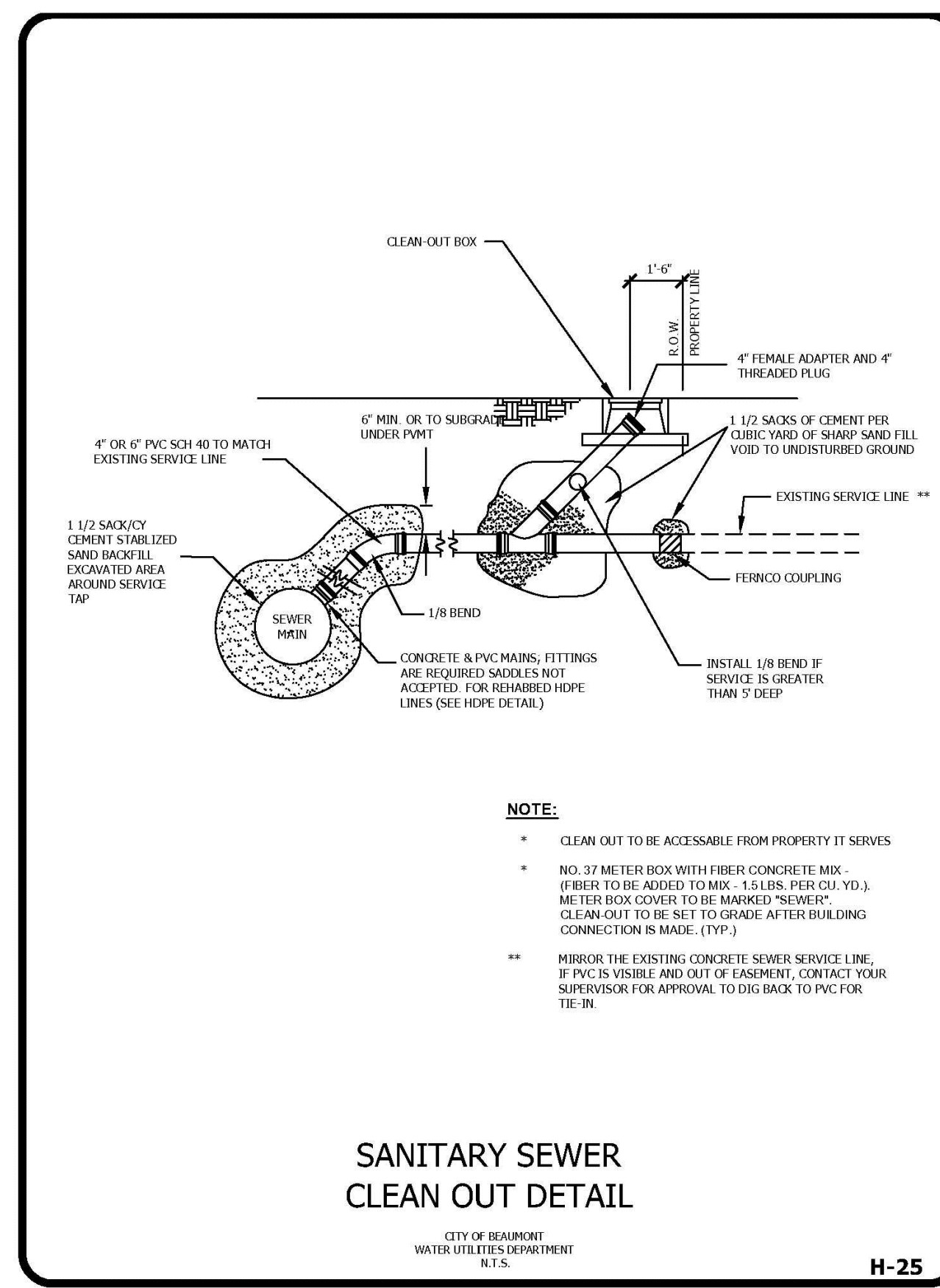
H-43



TYPICAL SERVICE TAP
CONNECTION FOR PVC PIPE

CITY OF BEAUMONT
WATER UTILITIES DEPARTMENT
N.T.S.

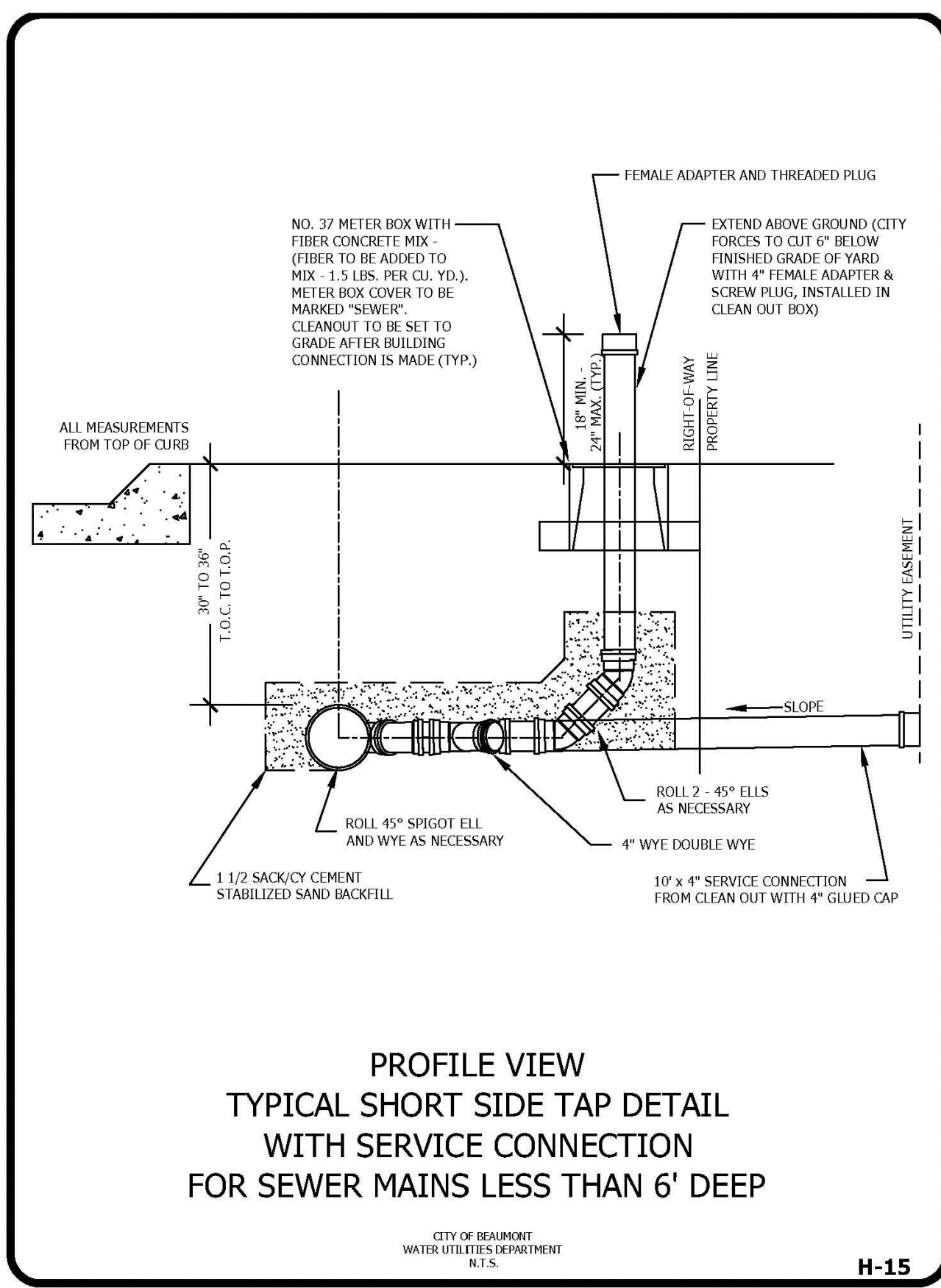
H-18



SANITARY SEWER
CLEAN OUT DETAIL

CITY OF BEAUMONT
WATER UTILITIES DEPARTMENT
N.T.S.

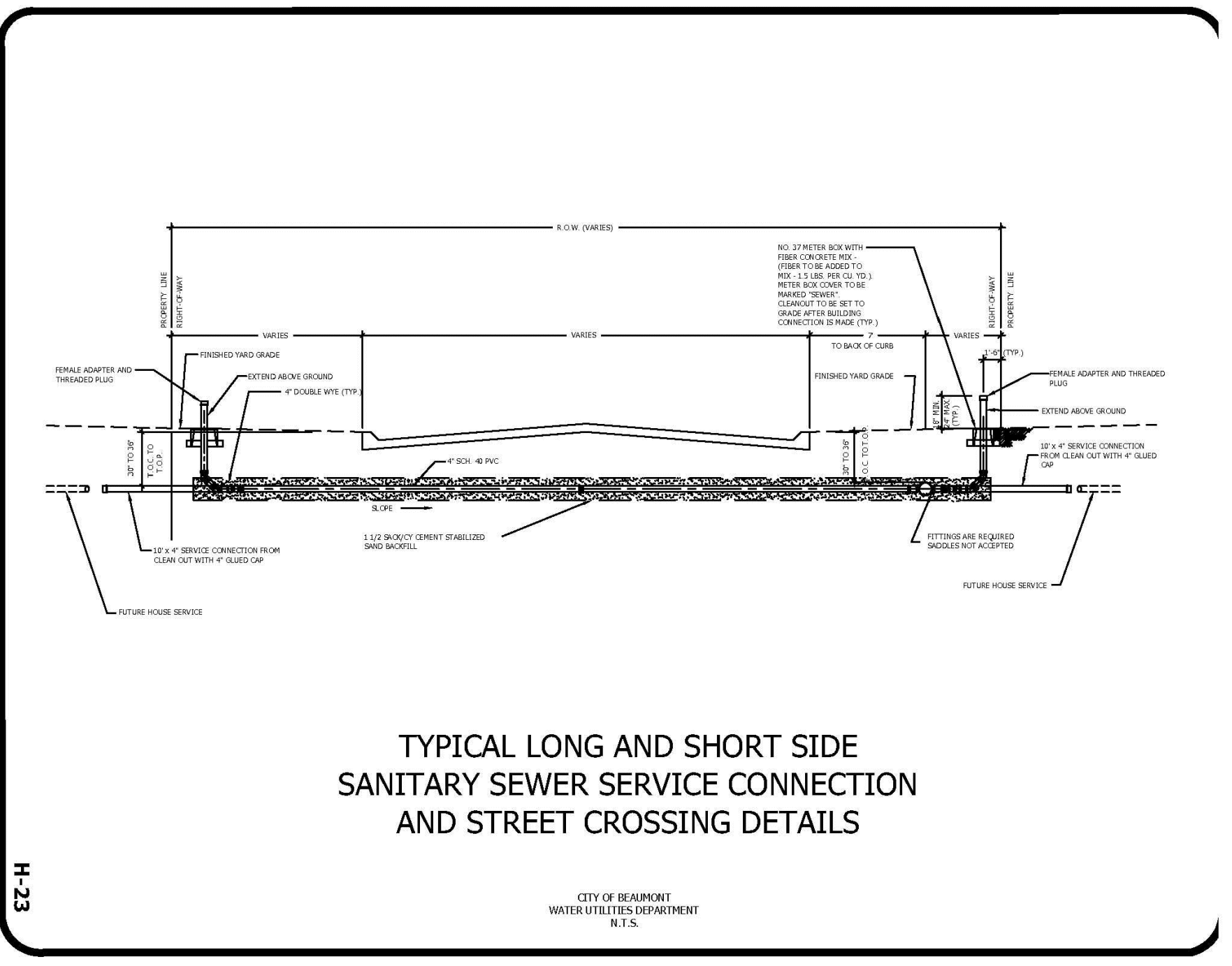
H-25



PROFILE VIEW
TYPICAL SHORT SIDE TAP DETAIL
WITH SERVICE CONNECTION
FOR SEWER MAINS LESS THAN 6' DEEP

CITY OF BEAUMONT
WATER UTILITIES DEPARTMENT
N.T.S.

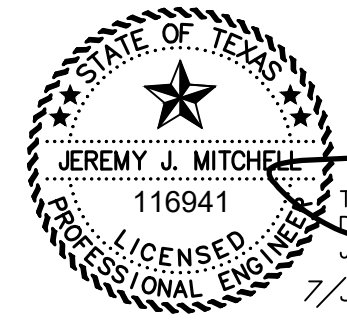
H-15



TYPICAL LONG AND SHORT SIDE
SANITARY SEWER SERVICE CONNECTION
AND STREET CROSSING DETAILS

CITY OF BEAUMONT
WATER UTILITIES DEPARTMENT
N.T.S.

H-23



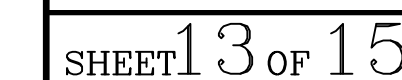
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PROJECT		SHEET 12 OF 15
STILLWATER LAKE ESTATES: PHASE II		
STILLWATER DRIVE		
NEDERLAND, TEXAS 77627		



ITEM 600

SPECIFICATIONS FOR UNDERGROUND CONSTRUCTION
OF WATER AND SEWER PIPES

600.01 - Description

Underground construction of water and sewer pipes includes all preparation of site, clearing, grubbing, excavation, street surface removal, boring, tunneling, dewatering, sheeting, bracing, laying and joining of pipe, bedding, backfilling, installation of fittings and manholes, testing, and cleaning up of the site. The work concludes furnishing of all materials, equipment, tools, labor and all other incidentals to complete the construction.

600.02 - Sequence of Work

The CONTRACTOR shall make adequate planning and preparation before excavation starts. CONTRACTOR shall notify the Manager of Water and Sewer Maintenance Division before beginning work. They shall pursue the job in an orderly fashion. The construction shall start with mains and proceed to laterals. All appurtenances shall be constructed as soon as the pipe line they serve is constructed to their location. The construction of appurtenances may be postponed upon approval of the ENGINEER and determination that the circumstances were beyond the control of the CONTRACTOR. A sufficient space as determined by the ENGINEER, shall be provided for proper installation at a later time.

600.03 - Site of Work

The OWNER will furnish the site, easements, or any right of way considered necessary by the engineer. If CONTRACTOR needs more working area, they shall make their own arrangements and indemnify the OWNER from any damages or claims.

600.04 - Protection of the Public

The contractor shall make any provisions necessary to protect the public from inconveniences and dangers caused by the construction. Storage and stringing of the material, equipment and excavation shall be done in a manner to cause minimum obstruction and inconvenience to the traffic and the property owners along or adjacent to the construction site. Fire Hydrants, water meters, water valves, gas valves, manholes, catch basins, and boxes for telephone, signal, and alarms shall not be obstructed or covered.

The CONTRACTOR shall make bridges or other provisions and arrangements approved by the ENGINEER to give access to the public across streams, highways, streets, sidewalks, and driveways. When required CONTRACTOR is to construct temporary bridges. Their responsibility for accidents shall include the roadway approaches and the structures of such crossings. The OWNER reserves the right to remedy any neglect by the contractor about the public conveniences and safety which may come to its attention. After twenty-four hours notice in writing to the CONTRACTOR, except in cases of emergency, when they shall have the right to remedy any neglect without notice, and, in either case, the cost of such work done by the OWNER shall be deducted from monies due or because of the CONTRACTOR.

600.05 - Handling of Traffic

The CONTRACTOR shall make provisions necessary to handle, direct, and divert the traffic. Notify Traffic and Transportation Department of the W.C. & I.D. NO. 10 of any change in traffic flow at least forty-eight (48) hours in advance.

If diversion of traffic requires construction of a temporary roadway, the CONTRACTOR shall make all arrangements at their own cost and to the approval of the ENGINEER and the Traffic and Transportation Department. If a street needs closing, the department shall be informed forty-eight (48) hours before closing, and also after opening street to traffic. Adequate signs to divert the traffic shall be used as directed by the Traffic and Transportation Department.

The CONTRACTOR shall make every attempt to save traffic signs and also traffic boxes, cables and lights. If any of these appurtenances need to be removed or moved accidentally, the Traffic and Transportation Department shall be informed immediately.

600.06 - Barricades, Lights, and Guard (s)

Where the work is in or adjacent to any street, alley, or public place, the CONTRACTOR, at their own cost and expense, furnish and build such barricades, fences, lights and danger signals; shall provide such guard (s) and shall take such other precautionary measures for the protection of persons or property and of the work necessary. Barricades shall be recently painted in a color that will be visible at night. From sunset to sunrise the CONTRACTOR shall furnish and maintain adequate lights at each barricade. An enough barricades shall be built to keep vehicles from being driven on or into any work under construction. The CONTRACTOR shall furnish guard (s) in sufficient numbers to protect the work.

The CONTRACTOR shall be responsible for all damage to the work because of failure of barricades, signs, lights and guard (s) to protect it, and whenever evidence found of such damage, the ENGINEER may order the damage portion immediately removed and replaced by the CONTRACTOR at the CONTRACTOR'S cost and expense. The CONTRACTOR'S responsibility for the maintenance of barricades, signs and lights, and for providing guard (s), shall not cease until the project is accepted by the OWNER.

Barricades, signs, and handling of traffic shall be in agreement with the Manual on Uniform Traffic Control Devices as adopted by the Texas Highway Department, and as directed by the Traffic and Transportation Department of the W.C. & I.D. NO. 10, all in agreement with these specifications. A copy of the manual is available for review without charge at the Traffic and Transportation in City Hall.

600.07 - Protection of Utilities

The locations of utilities are not shown on the plans. The CONTRACTOR shall inspect the route of the construction during the bidding period to check the location of such utilities, and possibility of any conflict. Whenever existing utilities present obstructions to grade and alignment of pipes or appurtenances, the CONTRACTOR will notify the ENGINEER, who without delay, will determine whenever existing improvements are to be relocated or grade and alignment of pipe to be changed. When necessary to move services, poles, guy wires, pipe lines, or other obstructions, the CONTRACTOR will make necessary arrangements with owner-operator of utilities. The OWNER will not be liable for damages because of changes made by the owner operator of the utility which hinders progress of work, nor will the OWNER be liable for cost incurred in relocating utilities service poles, services and appurtenances.

The CONTRACTOR shall make any provision necessary to protect all utilities, services, and appurtenances. They shall locate and inform the owner-operator of a utility at least forty-eight (48) hours before progressing to such utility. It is the responsibility of the CONTRACTOR to provide and install all beam span supporting, bracing, shoring, and sheeting necessary to support all utilities crossed at their own expense.

600.08 - Protection of Private Property

The CONTRACTOR shall not enter upon private property for any purpose without having previously obtained permission from the OWNER. The CONTRACTOR shall be responsible for the preservation of, and shall use every precaution to prevent damage to all trees, shrubbery, plants, lawns, fences, culverts, bridges, pavement, driveways, sidewalks, buildings, and service lines in or adjacent to private property. If a private property owner has a complaint, the CONTRACTOR shall take immediate action to satisfy the property owner.

600.09 - Preparation of the Site and the Route

The CONTRACTOR shall make all preparation necessary before excavation starts. The construction site and or the route which the pipe will be laid in shall be cleared and grubbed before pipe laying. All trees, stumps, brush, roots, logs, rubbish and other objectionable material shall be removed and disposed of in a manner approved by the ENGINEER. Burning and/or hauling of the material shall be executed in compliance with ordinances of the W.C. & I.D. NO. 10, County of Jefferson, or any other governmental body.

If work is proceeding through a utility easement, care shall be taken to clear all the proposed easement as specified above.

CONTRACTOR shall prepare the site furthermore by establishing drainage along the route if necessary, filling up holes, and generally leveling the site and or the route. The purpose is to keep the surface water away from the trench for pipe. It will also benefit the CONTRACTOR since soil conditions will improve and therefore the progress of the pipe laying.

600.10 - Protection of Street and Drainage

The CONTRACTOR shall make all attempts to keep streets and drainage open. Streets should be kept as clean as possible and mud scraped often as required and dust watered down if asked by the City. Drainage ditches shall be kept open and if filled by the CONTRACTOR, they shall be reopened before the crew leaves the site at the end of a working day.

If in the opinion of the ENGINEER the street needs to be closed, the CONTRACTOR shall inform the Traffic and Transportation Department and the residents being affected at least forty-eight (48) hours in advance. Attempts should be made to give temporary access to the residents of the blocking being affected. CONTRACTOR should attempt to minimize the duration of street closing by proper planning of the work and arranging for all the required material, equipment, and personnel. However, since the safety of the public is more important than the inconveniences imposed on, the CONTRACTOR should keep a closed street impassable to through traffic and not open it until it is safe for through traffic.

If sections of the original pavement or surface are removed by the CONTRACTOR, the trench shall be filled according to the provisions of "ITEM 600.19 and 20". Fill the top layer of the street with shale or limestone temporarily until the street is ready for surface replacement in agreement with "ITEM 600.20 and 21", until the street is ready for final replacement of the surface. CONTRACTOR should keep the street passable for the local residents.

The Street Department of the W.C. & I.D. NO. 10 makes the final inspection of pavements, streets, shoulders, drainage ditches, and structures related to their department. CONTRACTOR shall correct any problem pointed out by this department.

600.11 - Temporary Sewer and Drainage Connections

If existing sewers have to be taken up or removed, the CONTRACTOR at his cost and expense, provide and maintain temporary outlets and connections for all private or public drains and sewers. The CONTRACTOR shall also take care of all sewage and drainage which will be received from these drains and sewers; and for that purpose they shall provide and maintain, at their own expense, adequate pumping facilities and temporary outlets or diversions. The CONTRACTOR, at their own expense, shall construct such trough, pipe or other structures necessary, and at all times prepare to dispose of drainage and sewage received from these temporary connections until the permanent connections built and maintained under the contract, except where specified or ordered to be abandoned by the ENGINEER. All water or sewage shall be disposed of satisfactorily so that no nuisance is created and so that the work under construction will be adequately protected. Under no circumstances shall sewage be diverted to a drainage ditch, street, or natural ground.

600.12 - Control of Grade and Alignment

It is the responsibility of the CONTRACTOR to provide centerline stakes and cuts at each stake and to protect such stakes and control the alignment and grade. The CONTRACTOR may use any device such as level, transit or laser beam instrument to control the pipe laying. If the pipe alignment and grade is incorrect, it shall be taken out.

600.13 - Trench Excavation

The ground shall be excavated by the open trench method to the required depth, width, line and grade as given by the ENGINEER. The trench walls shall be vertical to a point not less than 12 inches above the top of the pipe. For all pipes the sides of the trench below the top of the pipe shall be less than 6" inches nor more than 8 inches from the side of the pipe for sizes 12 inches and less, and the pipe outside diameter plus 24 inches maximum trench width for pipe sizes 15 inches and larger. If the trench is excavated below the proper grade, it shall be refilled to grade with selected backfill material and thoroughly rammed without extra compensation, unless the extra excavation was ordered by the ENGINEER. In case of a cave-in and if the trench width is larger than the maximum allowed, selected backfill material shall be placed on sides of the pipe up to the undisturbed wall and compacted.

In sewer construction, the bottom of the trench shall be shaped to fit the bottom one-fourth (1/4) of the circumference of the pipe. In sewer and water construction, bell holes must be excavated before pipe placement.

600.14 - Locating Intersecting Pipes

The CONTRACTOR shall make attempts to locate intersecting lines ahead of pipe laying. They shall locate and excavate in advance service lines, sewers, and water lines which will be tied into the system under construction. Any pipe line or gas line, underground power lines, fiberoptic and telephone cables shall be located with proper notification.

600.15 - Sheeting and Bracing

The CONTRACTOR shall provide sheeting and bracing necessary for the protection of the work and employees. In the event the soil conditions are such that the CONTRACTOR should desire to leave such sheeting in place, they shall secure the permission of the ENGINEER to do so. Any cost of such sheeting and bracing shall be included in the unit price of laying pipe.

600.16 - De-watering

Under no circumstances shall the surface water be allowed to flow in the trench. When ground water exists in the trench, the CONTRACTOR shall make attempts to drain it away from pipe laying area or pump it out of the trench. If quicksand or water sand conditions appear in the trench bottom, the CONTRACTOR shall undercut the trench and replace it with granular material at no extra cost to the OWNER, and with the ENGINEER'S approval. City reserves the right to require the CONTRACTOR to use adequate dewatering and sheeting and bracing if the CONTRACTOR was not installing the pipe properly in unstable soil.

600.17 - Pipe Handling

The CONTRACTOR shall unload, store, and replace pipe according to the specifications of the pipe manufacturer. Care shall be taken not to damage the pipe by impact or point loading. If using PVC or Truss pipe the pipe shall be kept in the shipping bundle until the day that it will be installed.

600.18 - Pipe Placement

The pipe shall be laid straight to the exact alignment and grade as given by the ENGINEER. No variation from the given alignment and grade will be permitted except to avoid existing underground mains, and then only upon the written permission of the ENGINEER. It is important to locate such mains in advance for possible conflict.

All pipe shall be laid with the spigot end or tongue end downstream entering the bell or groove to full depth. Care shall be taken in placing pipe to prevent any bedding material being dragged into or left in the annular space for sealing of the joints.

The pipe shall be examined for defects, cut to correct lengths, and the interior surface and the bell and spigot thoroughly cleaned of all foreign material. The ENGINEER reserves the right to reject any joint of pipe which has not completely complied with the provisions of these specifications. Any unsatisfactory joint shall be replaced without cost to the OWNER.

600.19 - Jointing and Backfilling

Jointing and backfilling depends on the pipe material. Under each item for a given material, jointing and backfilling provisions are specified.

As soon as jointing is completed, backfilling shall start. The trench shall be absolutely backfield before the working day ends. Backfill material above the required 6 or 12 inch select backfill depends on the location of the line in relation to type of street or pavement.

(a) Portland Cement Concrete Pavement and Flexible Base Asphalt Surfaces with curb and gutter, the trench shall be filled to the bottom of the pavement with a dry mixture of clean sand and two (2) sacks of cement to the cu. yd., thoroughly tamped. This requirement shall apply to both trenches running along, Parallel and under the pavement and in trenches crossing the pavement.

(b) Flexible Base Asphalt Surfaces without Curb and Gutter in trench crossing flexible base surfaces with bituminous topping of any type or condition, the trench shall be filled to the bottom of the pavement surface with a dry mixture of clean sand and two (2) sacks of cement to the cu. yd. thoroughly tamped. This requirement shall apply in trenches crossing this type of pavement surface; however, in trench running under and parallel to this type of surface the requirement shall be the same as that specified for dirt streets in (c) below.

(c) Dirt Streets - The trench shall be backfilled with selected excavation of loose fine earth by either of two methods of backfill procedure, water tamping or power tamping. In using water tamping, the balance of the trench above the 6" height above the top of pipe shall be filled with the loose fine material in even layers not exceeding eighteen (18") inches in thickness of loose material and immediately flooded to complete saturation and left undisturbed for three (3) days.

The trench shall then be refilled and flooded again using poles to insure penetration of water to the full depth of the trench. This flooding shall continue until there is no further settlement. The top ten (10") inches of the trench shall be backfilled with shell. Power tamping will be permitted only where the trench and backfill material are dry enough to permit satisfactory compaction. Backfill shall be placed in the trench in layers not exceeding twelve (12") inches in thickness.

On completion of the tamping, all excavated material shall be substantially replaced in the trench deducting the space occupied by the pipe and bedding. Compaction in all levels from six (6") inches above the top of the pipe to grade shall be not less than 90% of the Maximum density value as determined by the "Standard Laboratory Method for Compaction and Density of Soil", "AASHTO Designation T-99". The top ten (10") inches of the trench shall be backfilled with shell. The above procedure for dirt streets shall apply in trenches running in and parallel to and running across the normally maintained portion of the road or street right-of-way.

Whenever the trench is not in a street but in an easement or plant area which is not traveled, the backfill procedure shall be the same as for a dirt street, except that the top ten (10") inches of shell shall be omitted.

Whenever the trench is within a street right-of-way in which there is concrete or flexible base asphalt pavement but the trench is not in the paved portion of the right-of-way, the procedure shall be the same as for the dirt street, except that the shell in the top ten (10") inches of the trench shall be placed only in driveway crossings, roadway shoulders and other areas where there will be light traffic. Where shell is omitted the ground shall be restored to its original condition by the replacement of grass or any other improvement which existed before the construction.

In general, pipe shall be placed in a trench free of clods of dirt and bedded with a bedding material or natural ground free of any large clods to damage the pipe or its position. The material around the pipe up to the spring line shall be packed to 90% density.

600.20 - Removal and Replacement of Street Surfaces

This work shall comprise the cutting and replacement of pavement where such is necessary for the installation of pipe lines or appurtenances under the contract. The work shall include the furnishing of all labor, materials, tools and equipment and doing all work of whatever nature including the hauling and disposal of surplus materials necessary for the removal and later replacement of pavement in agreement with the plans and specifications.

Whenever pipe line construction occurs in any street, regardless of type of pavement, the contractor will make every effort to provide ingress and egress to residents living along said streets.

No separate items for pavement for removal and replacement of concrete, asphaltic, shell or gravel, streets shall be listed. The cost of this work shall be included in the unit cost per foot of pipe line.

(a) Concrete Pavement: Concrete pavement shall include streets with a concrete slab, concrete base with topping, and asphaltic pavements with curb and gutter.

The CONTRACTOR shall not use equipment to cut trenches in existing pavements which will strike a heavier blow than is usual with a hand pavement breaker operated from an air compressor. The edges of the cut shall be trimmed to leave a vertical face of sound, unfractured, pavement.

The pavement shall be removed to a distance not less than twelve (12") inches back from a firm bank of the trench excavation.

All concrete for pavement replacement shall meet the requirements for concrete pavements as set out by the OWNER

All replacement pavement shall be finished in a neat and workmanlike manner and protected and cured as its nature may require.

(b) Streets other than Concrete pavement: Street pavements other than concrete and asphaltic pavements with curb and gutter may be removed with the excavation to the extent of the excavation. After backfilling the trench as specified elsewhere herein, the CONTRACTOR shall replace the pavement to its original condition.

(c) Street surfacing: P. C. Concrete or asphaltic pavement, shall be replaced within 72 hours after completion of trench backfilling.

600.21 - Crossings of Driveways, Sidewalks, and Parking Areas

In backfilling the trenches which cross under driveways of any type (concrete, bituminous, shell and dirt), and under concrete sidewalks, the procedure shall be the same as that specified in Item 600.19 Paragraph (a) for concrete pavement which specifies a dry mixture of clean sand and two sack of cement to cubic yard thoroughly tamped.

The CONTRACTOR shall restore driveways and their culverts to their original condition as soon as possible. They shall inform citizens which will be affected by this work before start of work.

600.22 - Highway Crossings

Crossings of highways shall be done according to the requirements set forth by the Texas Highway Department as explained in the permit. W.C. & I.D. NO. 10 will acquire the permit. It is the responsibility of the CONTRACTOR to familiarize himself with the requirements.

The CONTRACTOR shall notify the maintenance superintendent of the Texas Highway Department at least 48 hours before any work starts. Adequate signs, flares, barricades and flagmen shall be used according to the State Highway Standards. Highway shall be restored to its original condition.

600.23 - Railroad Crossings

Crossings of the railroads shall be done according to the requirements set by the Railroad Company as explained in the permit. W.C. & I.D. NO. 10 will acquire the permit. It is the responsibility of the CONTRACTOR to familiarize himself with the requirements.

The CONTRACTOR shall notify railroad roadmaster before crossing railroad at least 48 hours before any work starts. CONTRACTOR shall pay all costs connected with the furnishing by the railroad of foreman and/or crews for the supervision of work done by the railroad.

600.24 - Drainage Ditch Crossings

Crossings of drainage ditches and canals shall be done according to the requirements set by the authority in charge of the ditch as explained in the permit. It is the responsibility of the CONTRACTOR to familiarize himself with the requirements.

The CONTRACTOR shall notify the authority in charge before crossing ditch or canal at least 48 hours before any work starts. Adequate protection shall be taken to establish drainage back before the working day ends. The CONTRACTOR shall be responsible for any damages caused by the stoppage of drainage. CONTRACTOR shall restore the ditch or canal to its original shape and density as soon as possible.

600.25 - Pipe Line Crossings

It is the responsibility of the CONTRACTOR to locate all pipe lines to be crossed, contact the owner of the pipe line, and make arrangements for crossing such lines. It is best to locate such lines a few hundred feet ahead of pipe laying operation, in order to make revisions in grade or alignment, if they are necessary and approved by the ENGINEER.

600.26 - Excess Excavation

Excess excavation shall be hauled and placed on properties designated by the OWNER. If OWNER does not have any use for the excess dirt, the CONTRACTOR at his cost is to make arrangements to dispose of the excess excavation in a manner approved by the ENGINEER.

Those portions of excavated fine quality soil may be used in the trench above the 6 or 12 inch select backfill. Such portions may also be used on the construction site if they are spread properly as directed by the ENGINEER.

600.27 - Plugging Ends

Before leaving the work for the night, or at any time, the end of the pipe line shall be securely closed with a water tight plug at the entire cost and expense of the CONTRACTOR.

600.28 - Tunneling, Boring, and Casing

Requirements for tunneling, boring, and casing depends on the permit issuing agency involved. However, the Water Utilities Department of the W.C. & I.D. NO. 10 should concur with the requirement set.

In general casings shall have a uniform invert to be accepted for maintenance by the W.C. & I.D. NO. 10. Furthermore, size of the casing shall be at least 6 inches larger than the outside diameter of the bell of the pipe.

Whenever a water line or sewer line is too shallow and pipe material is not adequate to withstand the traffic load at street crossings, casing or a rigid pipe such as ductile iron shall be used. An asphalt coated corrugated metal pipe may be used as a casing pipe under streets.

600.29 - Protective Coating

All bolts shall be stainless steel.

600.30 - Spacing of Sanitary Sewers and Water Lines

Spacing of Sanitary Sewers and Water Lines shall conform with TCEQ rules and Regulation. If plans conflict with TCEQ rules and Regulations the CONTRACTOR shall notify the ENGINEER prior to construction.

600.31 - Testing and Acceptance

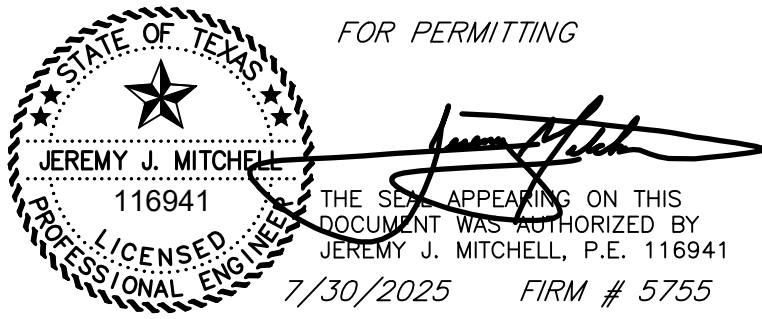
All water lines shall be flushed, sterilized and pressure tested according to the provisions of Section 809 before acceptance for maintenance by the Water Utilities Department of the W.C. & I.D. NO. 10.

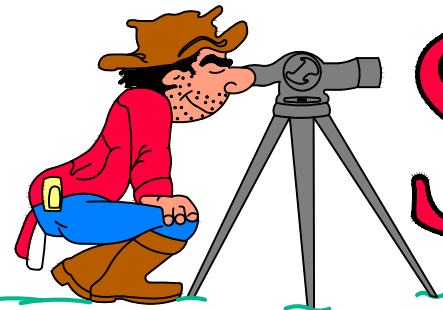
600.32 - Clean up

The CONTRACTOR shall remove from site of work, and from public and private property, all temporary structures, rubbish, waste material including all excess excavated materials, and all trees removed. The completed clean up shall not be greater than 1,000 feet behind pipe laying operation, however, this distance shall be reduced in residential areas. Not more than one block can be disrupted for construction. Clean up and testing may be done at the same time but clean up shall not be delayed on the account of testing. Pipe laying operation will be suspended temporarily if completed clean up is farther behind than 1,000 feet.

600.33 - Agency Requirements to be Met

All water and sewer lines installed in W.C. & I.D. NO. 10 shall meet the requirements of the Texas Commission on Environmental Quality (TCEQ).





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SHEET TITLE		PROJ. NO: 22-0045
TECHNICAL SPECIFICATIONS		SCALE: NONE
PROJECT		PRINT DATE: 7/30/2025
STILLWATER LAKE ESTATES: PHASE II		DRAWN BY: NJ
STILLWATER DRIVE		CHECKED BY: JM
NEDERLAND, TEXAS 77627		APPROVED BY: JM
		SHEET 14 of 15

ITEM 708
MANHOLES

1.00 GENERAL

1.01 SCOPE

The work included in this section of the Specifications shall consist of providing fiberglass manholes, cast-iron rims, covers, and stainless steel rainstoppers where indicated on the Plans.

1.02 QUALITY ASSURANCE

A. Comply with the latest edition of the following standards:

- 1.ASTM C270, Type M Mortar.
- 2.ASTM D3753, Glass Fiber-Reinforced Polyester Manholes.

1.03 SUBMITTALS

Submit the following information in accordance with the requirements of "W.C. & I.D. NO. 10.

A. Record Data

Submit record data of detailed drawings showing dimensions, materials, thicknesses of materials, manufacturer's installation instructions, accessories, fittings, hardware, anchorages, schedule of components, and other pertinent data.

B. Certificate of Adequacy of Design.

2.00 PRODUCTS

2.01 MORTAR

Comply with Mortar for Unit Masonry, ASTM C270, for Type M mortar. The cement material used in the preparation of the mortar shall be Portland cement, Type I, normal, or Type II, moderate sulfate resistant.

2.02 CAST IRON FRAMES AND COVERS

Frames and dotted covers shall be furnished and installed in accordance with the details on the Plans and shall be with the approved W.C. & I.D. NO. 10 Cover.

A. Fiberglass manholes shall conform to all ASTM standards governing plastic laminations and the latest Glass Fiber-Reinforced Polyester Manholes, ASTM Designation D3753, with supplementary details or additions as set forth in these specifications.

B. The barrel and cone shall each be produced in a continuous manufacturing process which ensures continuous reinforcement and uniform strength and composition. The cone section, if produced separately, shall be affixed to the barrel section at the factory with a reinforced glass-resin joint resulting in a one-piece unit. Field-made joints shall not be acceptable.

C. The manhole shall be a circular cylinder with a minimum internal diameter of four feet. The cone of the manhole shall have a bearing surface wide enough to facilitate the placement of concrete adjustment rings. The ring and cover shall not be placed directly on the manhole.

D. Provide and install concrete grade rings to bring the cast iron frames to grade. Grade rings shall be 2 inches by 8 inches with an inside diameter of 32 inches.

E. Where PVC piping is connected to manholes, provide and install PVC sleeves with rubber gaskets and an abrasive silica outer coating. Sleeve shall be as manufactured by GPK products, Inc., of Fargo, North Dakota, or approved equivalent. Sleeve shall be firmly grouted into manhole opening in accordance with manufacturer's instructions.

F. Any manhole shall be rejected for failure to conform with any of the requirements of these specifications. Any manhole found to be defective or damaged resulting from improper handling or installation shall be removed and replaced at no additional expense to the OWNER. Patching shall not be acceptable.

2.04 MANHOLE INSERT

A. Manhole inserts shall be furnished and installed at each manhole and shall be a stainless steel Preco Sewer Guard ME C-4 watertight manhole insert or equivalent.

B. The manhole insert shall be stainless steel and each of its components, the valve bodies, the valve plugs, the valve springs, and the gasket shall be manufactured of plastic, stainless steel, or other corrosion proof material.

C. Each insert shall contain a gasket manufactured of Grade RE-41 black closed cell neoprene and meet the requirements of ASTM D-1056-73T. The gasket shall have a pressure sensitive adhesive on one side and be placed on the underside of the insert rim by the manufacturer.

D. Each insert shall have a gas relief valve and a vacuum relief valve each designed to release at a pressure differential equivalent to approximately ½ psi and approximately 2.25 psi, respectively. The valve body shall be manufactured of specially formulated plastic polymers and the valve plug shall be neoprene confined within a stainless steel spring.

E. The manhole insert shall be manufactured and finished to fit upon the manhole frame rim upon which the manhole cover rests.

F. The manhole frame shall be cleaned of all dirt/debris before placing the insert upon the rim.

G. The insert lip with gasket shall be placed in contact with 360 degrees of manhole frame rim to retard water seepage between the insert and the manhole frame.

H. After the manhole insert has been installed on the manhole frame rim, note that the insert does not come in contact with the cover upon its removal or replacement (flipping).

I. After installation of the watertight manhole insert, the seal shall be water tested and shall not allow more than 1-gallon of inflow during a period of 24 hours.

3.00 EXECUTION

3.01 INSTALLATION

A. Manhole Base:

1.Inverts shall be built of concrete or half-sections of pipe (unless otherwise shown on the Plans) and shall be true and troweled to a smooth, hard finish. The invert depth shall be equal to one-half of the diameter of the largest pipe connected to the manhole, and shall be sloped at 1:1 between the inlet and outlet pipe flowlines. The top of the poured manhole invert outside of the flow channel shall be steeply-sloped to prevent solids deposition.

2.Concrete and reinforcing steel for the manhole base shall be placed in accordance with the details on the Plans and the applicable provisions of these Specifications.

3.Fiberglass manholes shall be installed in accordance with the manufacturer's recommendation and with supplementary details, addition or exception as directed by the OWNER and/or shown on the Plans. A minimum of 8 holes 5/8-inch in diameter shall be drilled around the periphery of the manholes, 2 inches from the bottom for use in securing the manhole to the concrete base.

4.All concrete used in the construction of fiberglass manhole bases shall have a minimum concrete alkalinity of 70 percent calcium carbonate equivalency in the final concrete product. Alkalinity shall be tested in accordance with methodology set forth in Concrete Pipe Handbook, published by the American Concrete Pipe Association, or equivalent industrial standards, with test results provided to the ENGINEER for record data.

B. Provide an adequate connection where the pipe connects to the manhole such that infiltration and exfiltration are prevented from occurring at the connection. When required, manhole adaptors shall be used. If the manhole base is concrete and cast-in-place around the pipe, an adapter gasket shall then be installed such that the gasket will serve as a watertight seal (water stop) between the pipe and concrete. If the manhole base has a pipe fabricated integrally with the manhole, then a manufacturer's recommended adaptor shall then be used to connect the pipe to the manhole pipe. If a "boot type" flexible connection is used, a minimum of two stainless steel straps shall then be used to secure the flexible connector to the pipe.

C. Frames and covers shall be furnished and installed as required and indicated on the Plans.

D. Use no more than 4 grade rings per manhole. Ring hold down bolts shall pass through rings into the top of the cone.

E. Where piping is connected to a manhole, CONTRACTOR shall provide a resilient connector in accordance with ASTM C-923 and the specifications and drawings. Where resilient connectors cannot be made at manhole connections, CONTRACTOR shall ensure that the pipe on each side of the manhole does not extend further than six (6) feet from the outside of the manhole wall or base, and the concrete cradle extends to within one (1) foot of the end of the pipe.

F. Where main sewer (lowest line) passes straight through manhole or degree of deflection of main sewer is less than 5 degrees, and no other line or stub-out is shown entering manhole below centerline of main sewer, lay sewer continuous through manhole. After manhole wall sections have been completed above top of sewer, break out and remove top half of barrel of sewer pipe that was previously laid through manhole. Use barrel of sewer pipe that was previously laid through manhole. Use concrete with 1-inch mortar topping and shape floor. Where main sewer (lowest line) alignment deflects greater than 5 degrees at manhole or where another sewer or stub-out enters at or below centerline of main sewer, terminate main sewer pipe laying in such a manner that ends of pipe are 2 inches inside of manhole wall.

ITEM 702

SPECIFICATIONS FOR PVC GRAVITY SEWER PIPE AND FITTINGS

702.01 - General

The work includes all PVC (Poly Vinyl Chloride) Gravity Sewer pipe installed at locations and grade shown on plans and consisting of all excavation, backfilling, testing, and the furnishing of all materials, equipment, tools, labor, and incidentals for complete construction of the sewer line.

702.02 - Pipe and Fittings

All PVC (Poly Vinyl Chloride) sewer pipe and fittings installed under these specifications and intended as a gravity sewer line shall be manufactured to the dimensions and minimum design criteria as set forth in "Type PSM (Poly Vinyl Chloride) (PVC) Sewer Pipe and Fittings", ASTM Designation D-3034, except as herein stated. Pipe shall have a minimum SDR of 26.

Joints used in installing PVC sewer pipe shall be of the bell and spigot confined rubber gasket type with joining in agreement with the manufacturer's recommendations.

Pipe shall be installed in compliance with Item 600 of these specifications, manufacturer's specifications, and ASTM Standard D-2521-72 for "Underground Installation of Flexible Thermoplastic Sewer Pipe" or latest revision thereof.

Pipe shall be kept in the bundle as shipped from the plant until the day it is installed.

A deflection test may be required if deflection is apparent.

702.03 - Inspection and Testing

Upon request, the CONTRACTOR shall furnish the OWNER with a certified copy of test results showing that pipe supplier's material meets the requirements of this specification and those set forth in ASTM D-3034.

The finished gravity sewer line shall pass all required test. If any section of line fails to pass the above test, the CONTRACTOR, at his own expense, shall locate and repair all defects and retest until the line passes the prescribed test.

ITEM 809

SPECIFICATIONS FOR TESTING AND STERILIZATION OF COMPLETED LINE

809.01 - Procedure

Flushing, checking, chlorinating, sampling and testing of the completed line shall be done in the following sequence:

1.Flush line properly through valve or other opening at dead end. Area of opening should be no less than 1/4 area of pipe being flushed.

2.Chlorinate line. Pressure drop and flow should be away from point of chlorination and should be toward dead end (open) of line, not toward City connection. Chlorination shall be in agreement with AWWA Specification C651-99.

3.Make specified pressure test using City water through a direct connection to pump station.

4.Make bacteriological test before and after pressure test.

5.Installation, disinfection, and testing shall meet the requirements of the "Rules and Regulations for Public Water Systems" adopted by the Texas State Department of Health, September 9, 1973.

If a line failure occurs where a joint or portion of a joint of pipe is replaced, that section of line should be isolated by closing adjacent line valves and the open line kept free of foreign matter. Make repairs and use HTH liberally, then flushed out at the nearest hydrant.

In extreme cases of failure, the CONTRACTOR may be required to repeat the entire chlorination procedure.

City personnel only may open and close existing valves.

809.02 - Pressure Testing

After pipe is laid and backfilled as specified, all newly laid pipe shall be subject to a hydrostatic pressure equal to 120% of the class of pipe unless otherwise noted on specification of pipe material, but shall not be less than 180 pounds per square inch. Water for testing shall be furnished by the City at the nearest convenient connection approved by the Superintendent of Water Utilities Department. The duration of each pressure test shall be two (2) hours.

809.03 - Pressure Test Procedure

The CONTRACTOR, after back-filling or partial back-filling all newly laid pipe, shall slowly fill the lines with water expelling all air. The CONTRACTOR shall use all available outlets to accomplish this, such as hydrants, air relief valves and taps when specified. Should additional taps be needed to vent air from high points in the line, the same shall be installed by and at the expense of the CONTRACTOR. The CONTRACTOR shall install certified gauges on the line tested at spacing not to exceed 2000 feet and at the end of the test section.

The water under pressure (10 to 50 psi), shall be allowed to stand for not less than 24 hours to allow for absorption before applying a pressure test.

During this period, the bulkheads, valves, and connections shall be examined for leaks.

A test pressure of not less than 180 psi shall be applied to valve or bulkhead sections by a hand pump or small power pump.

The CONTRACTOR shall furnish, install and operate at their own expense the necessary connections, pumps, meters and gauges in filling the line and making the test. The water necessary to maintain the test pressure shall be measured through a meter or other means satisfactory to the ENGINEER.

809.04 - Permissible Leakage

No pipe installation will be accepted until or unless the leakage in the foregoing test is less than the following values (based on nominal diameters, a 24-hour day, and 150 psi pressure):

(a) Ductile Iron Pipe: 24 gallons /(inch diameter--mile--day) for 18 foot length joints of pipe, evaluated on a basis of 150 psi.

(b) Reinforced Concrete Pressure Water Pipe, Steel Cylinder Type, Prestressed or Pretension: 35 gallons/(inch diameter--mile--day).

(c) Polyvinyl Chloride (PVC) C-900 Pipe: 24 gallons/(inch-- diameter--day).

(d) For other pressures the ratio of the square roots of pressures shall be used in determining allowable leakages.

(e) The leakage shall be considered the amount of water entering the pipe line during the test, less the measured leakage through valves or bulkheads.

809.05 - Sterilization

When repairs made to existing mains or when new main extensions are provided, they must be disinfected by the CONTRACTOR using such amount of chlorine or chlorine compounds to fill the repaired or new mains and appurtenances with water containing 50 ppm chlorine. After the water containing this amount of chlorine which is greater than that normally present in drinking water has been in contact with the pipe and appurtenances at least 24 hours, the water shall be replaced with water to be transported normally and samples of water from the new or repaired main submitted to laboratories for bacteriological examination to be sure that the disinfection procedure was effective.

ITEM 811

SPECIFICATIONS FOR RESILIENT WEDGE GATE VALVES SIZES 4" THRU 36"

811.01 - General Description

Gate valves shall conform strictly to American Water Works Association Standard Specifications requirements for Resilient wedge Gate Valves for Ordinary Water Works Service C515-01, including changes and additions specifically stated in these specifications. Valves shall have an unobstructed waterway equal to or greater than the full nominal diameter of the valve.

811.02 - Testing and Operating Procedures

All gate valve parts shall be designed to withstand safely and without permanent deformation both stresses resulting from an internal test pressure of 500 psi and combined stresses resulting from full internal pressure of 250 psi for valves sized up to and including 36 inches.

Further, the valve body and the internal parts of all valves shall be so constructed to develop full strength of the valve to the point of failure, in moving the valve gates in either direction across their seats from the point of opening to their full-closed position under full service pressure without rupture or permanent deformation of any other part.

The gate valve shall be subjected to a 500 psi hydrostatic seat and shell test which shall be applied between the gates. All joints and castings shall be completely water-tight. No casting shall show any suggestion of permanent distortion.

The resilient wedge mechanism shall provide zero leakage at the rated water working pressure when installed with the line flow in either direction.

811.03 - Valve Construction

(a) Valves shall open left with fixed non-rising stem.

(b) Operating nut is to be 2 inch square.

(c) For Valve Sizes from 4" thru 24", the Stem shall be made of bronze (ASTM B-763, Alloy 867) with tensile strength of not less than 80,000 psi, a yield strength greater than 32,000 psi, and an elongation of not less than 15 percent. For Valve Sizes from 30" to 36", the Stem shall be made of bronze (ASTM B-862) with tensile strength of not less than 90,000 psi, a yield strength greater than 40,000 psi, and an elongation of not less than 18 percent.

(d) All valves are manufactured with mechanical joints.

(e) The body and bonnet shall be cast from a high-grade ductile iron which conforms to all requirements of ASTM 536-6545-12, or latest revision thereof.

(f) All ferrous surfaces inside and outside shall have a fusion-bonded epoxy coating in accordance with AWWA C-550 or latest revision thereof.

(g) The sealing mechanism shall consist of a cast iron gate having a vulcanized synthetic rubber coating. The valve shall not contain metal stops.

(h) Packing shall be double "O" ring construction, with two above and one below the thrust collar except for 24" valves and larger were one above and one below the thrust collar are required. "O" rings set in a cartridge shall not be allowed.

(i) The manufacturer shall supply certified reports stating the materials used in the gate valve conform to this specification and the latest AWWA C515-01 specification.

ITEM 810

SPECIFICATIONS FOR POLYVINYL CHLORIDE (PVC) PRESSURE WATER PIPE

810.01 - General

(a) Pipe sizes 4 inches through 12 inches shall conform to American Water Works Association Standard C900-97 or the latest revision thereof, for pipe of class 150 with cast iron outside diameter.

(b) Pipe sizes 14 inches through 24 inches shall conform to American Water Works Association Standard C905-97 or the latest revision thereof, for pipe of class 165 with cast iron outside diameter.

(c) Unless contrary to these specifications, the CONTRACTOR shall handle, haul, and store pipe and other materials in agreement with the manufacturers recommendations.

(d) All pipe must be acceptable, without penalty, to the Texas Fire Insurance Department for use in Water Works Distribution Systems.

(e) Gasket shall be glued or held in place with a retainer ring.

810.02 - Manufacturer's Certificate

The manufacturer shall supply the W.C. & I.D. NO. 10 an affidavit that the materials supplied for this contract comply with all applicable requirements of AWWA C900-97 or C905-97 standards.

810.03 - Fittings

(a) All fittings for polyvinyl chloride pressure water pipe shall be gray iron or ductile iron design and manufactured in conformance with AWWA Standard Specifications C110/A21.10-98 revisions thereto.

(b) Fittings shall be furnished with type of joint and end combinations and pressure class specified. Mechanical joint fittings shall be furnished complete with glands, gaskets and bolts. Flange joint fittings shall be in agreement with AWWA Standard Specification C111/A21.11-95.

(c) All fittings shall be furnished with standard outside coatings consisting of coal tar or asphalt base bituminous materials. Fittings shall be cement mortar lined to standard thickness and sealed in conformity with AWWA Standard Specification C104/A21.4-95.

810.04 - Trench

(a) Minimum width of trench shall be outside diameter of pipe plus twelve (12") inches. Maximum width of trench shall be outside diameter of pipe plus twenty-four (24") inches. Minimum depth of cover is three (3') feet over the top of the pipe. In places where lines crosses roadway ditches or drainage ditches in open excavation, the minimum cover shall be three (3') feet measured from top of pipe to flow of ditch unless shown otherwise on plans.

(b) Preparation of trench bottom. The trench bottom should be constructed to provide a firm, stable, and uniform support for the full length of the pipe. Bell holes should be provided at each joint to permit proper assembly and pipe support. Any part of the trench bottom below grade should be backfilled to grade and should be compacted as required to provide firm pipe support.

810.05 - Laying of PVC Pipe

(a) Laying of pipe. To prevent damage, proper implements, tools, and equipment shall be used for placement of pipe in the trench. Under no circumstances drop pipe or accessories into the trench. All foreign matter or dirt shall be removed from the pipe interior. Pipe joints should be assembled with care. When pipe laying is not in progress, open ends of installed pipe shall be closed to prevent entrance of trench water, dirt, foreign matter, or small animals into the line.

(b) Pipe embedment. PVC pipe shall be installed with proper bedding providing uniform longitudinal support under the pipe. Backfill material shall be worked under the sides of the pipe to provide satisfactory haunching. Initial backfill material shall be placed to a minimum depth of 12 inches over the top of the pipe. All pipe embedment material shall be selected and placed carefully, avoiding stones (over 1/2 inch in size) and debris.

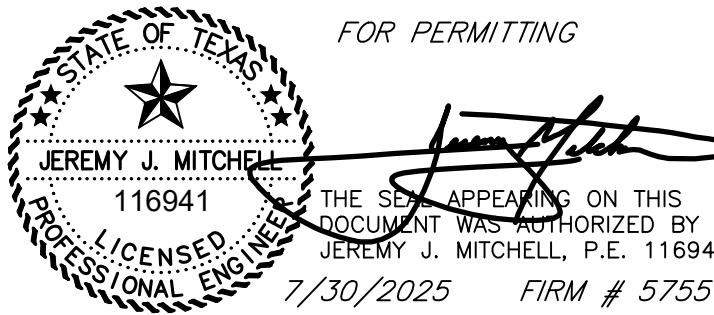
(c) Final backfill. After placement and compaction of pipe embedment materials, the balance of backfill materials may be machine placed. The material should contain no large stones or rocks, or debris. Proper compaction procedures should be exercised to provide required densities.

810.06 - Concrete Blocking

Concrete having a compressive strength of not less than 1500 pounds per square inch shall be used as a cradle or blocking where shown on the plans or where directed by the ENGINEER. Bends, crosses with one opening plugged, and all tees shall be placed between solid ground and fitting to be anchored to the size and shape as shown on the plans or as directed by the ENGINEER. Gate valves shall be anchored as shown in plans.

810.07 - Service Connections

Make service connections in accordance with AWWA Manual M23 "PVC Pipe - Design and Installation" and the instructions from the Manufacturer. Use a brass service saddle (James Jones 975 "AWWA" Taper Thread (C.C.)" or equal) to connect 2" and smaller services to PVC pipe sizes 4" - 12". Use a ductile iron Tapped tee to connect 3" service connections. Coordinate with NEDERLAND Water Department.



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SHEET TITLE		PROJ. NO: 22--0045
TECHNICAL SPECIFICATIONS		SCALE: NONE
PROJECT		PRINT DATE: 7/30/2025
STILLWATER LAKE ESTATES: PHASE II		DRAWN BY: NJ
STILLWATER DRIVE		CHECKED BY: JM
NEDERLAND, TEXAS 77627		APPROVED BY: JM
		SHEET 15 of 15

UTILITY AND COMMON CARRIER PIPELINE POLICY

GENERAL REQUIREMENTS

Who Must Apply

Any person company, corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

Application

The permittee must complete, in quintuplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

- a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
- b. If applicant is a pipeline carrier, whether:
 1. It is a common carrier; and
 2. It serves a public purpose; and
 3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of-way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its propose pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situations where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, the permittee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

GENERAL PRINCIPLES

No utility or common carrier pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance or repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

Whenever the relocation of public utility is necessitated by the improvement of a county road; such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

Responsibility for Repairs

The applicant, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair, or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the permittee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules of Jefferson County to perform or cause to be performed, at the remedy such conditions or provide compliance with such directions.

SPECIFICATIONS

General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representatives find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Order" until such time as said defects are corrected.

Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the utility or common carrier pipeline. Such casing shall extend one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum cover of six (6) feet must be provided under road ditches.

Uncased, protected lines must have a minimum cover of eight (8) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or require relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2" below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
 1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.
 2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
 3. Concrete Surface The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

Lines paralleling Method of Placement (See Standard Detail)

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the permittee shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

Inspection Notice

The permittee will notify the County Engineer, (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinued for more than 5 working days.

Line Markers

All lines crossing public roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, but in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

Traffic Control

The applicant shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The applicant shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

Bonds

The common carrier applicant will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be \$5,000.00 per crossing and \$50,000.00 per mile of parallel construction or fraction thereof.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

Application Fee

The common carrier application fee shall be \$100.00 per road crossing and \$150.00 per mile of parallel construction or fraction thereof.

ROUTE MAP

Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.

Permit No. 08-U-25
 Precinct No. 2,3 & 4

NOTICE OF PROPOSED PLACEMENT OF
 PUBLIC UTILITY LINE/Common CARRIER PIPELINE WITHIN
 JEFFERSON COUNTY RIGHT-OF-WAY
 (2003 REVISION)

Date: 10/08/2025

HONORABLE COMMISSIONERS' COURT
 JEFFERSON COUNTY
 BEAUMONT, TEXAS 77701

Gentlemen:

AT&T COMMUNICATIONS

_____, (Company) does hereby made application
 to use lands belonging to Jefferson County, for the purpose of constructing, maintaining
 or repairing a utility or common carrier pipeline for the distribution of
FIBER OPTIC CABLE, location of which is fully described as
 follows: [See Attached Road List](#)

2
 _____ pages of drawings attached.

Construction will begin on or after **NOVEMBER 10**, 20**25**

It is understood that all work will comply with requirements of the Utility and
 Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on
MARCH 25, 2024 and all subsequent revisions thereof to date.

Company AT&T COMMUNICATIONS

By KERI SHAY

Title NE MGR

Address 208 S AKARD RM 1820, DALLAS, TX 75202

Telephone 281-374-3725

Fax No. _____

FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.
2. Corporation/Person product is to be purchased from/delivered to:

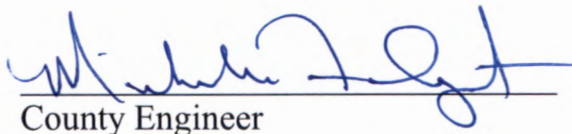
Enclosed, please find the required application fee:

<u>See Plans</u>	road crossing @ \$100.00 _____	\$ <u>N/A</u>
<u>See Plans</u>	miles parallel @ \$150.00/mile or fraction _____	\$ <u>N/A</u>
TOTAL _____		\$ <u>N/A</u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has Been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A


County Engineer

10/14/2025

Date

COMMISSIONERS COURT ORDER

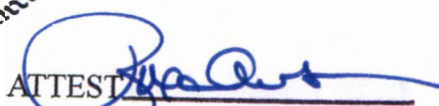
On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ N/A. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

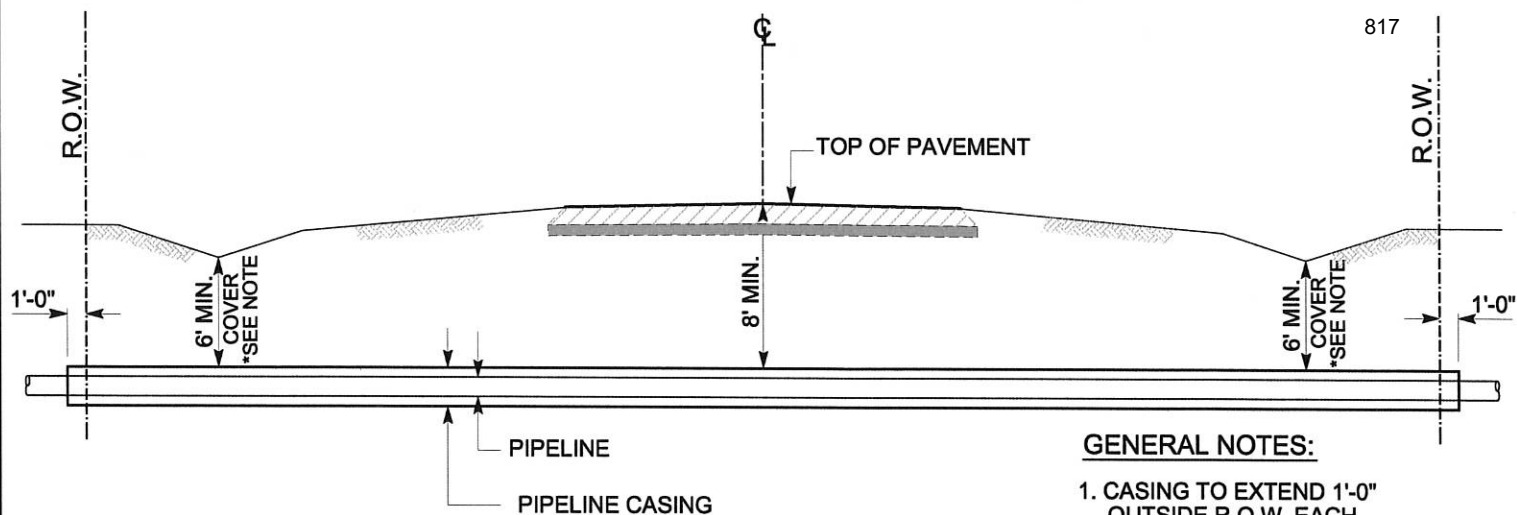
By


County Judge



ATTEST 

DATE 10/14/2025

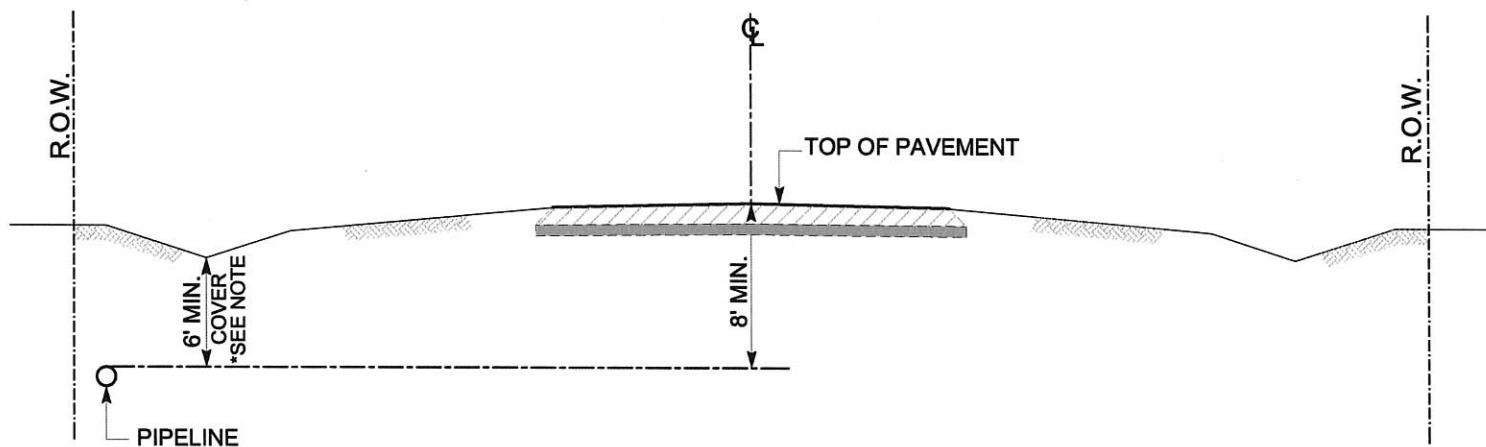


GENERAL NOTES:

1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
3. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

1.) STANDARD PIPELINE CROSSING

N.T.S



GENERAL NOTES:

1. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

2.) STANDARD PARALLEL LINE

N.T.S



JEFFERSON COUNTY
ENGINEERING DEPARTMENT

PIPELINE DETAILS (STD)

DRAWN: J.D.

CHECKED: S.S.

REVISED: 01/15/2020

SHEET
NO.
1 OF 1

Date Monday, October 6, 2025

To: Jefferson County, Texas
C/O: Ernest Clement, Engineering Specialist
 Engineering Dept.
 1149 Pearl Street, 5th floor
 Jefferson County Courthouse
 Beaumont, TX 77701
Office: (409) 835-8584
Via Email: ernest.clement@jeffcotx.us

This letter is to provide notice of proposed work for providing public utility of data communications in the rights of ways of affected streets in the City’s jurisdiction. Please see the plan set attachment for consideration of no objection to proposed work included with this request. Notice is hereby given that AT&T Communications "Company" is proposing work that affects rights of ways of the following streets that can be described as follows:

AT&T proposes to place a total of 38,232’ of buried fiber optic cable in HDPE innerduct conduit at location 56’ southeast of State Highway 124 C/L.

The location and description of proposed work and appurtenances is more fully shown by drawings attached to this notice. Note applicant’s exemption from providing engineer’s seal to proposed drawings & other documents for projects below cost threshold per Texas Board of Professional Engineers and Land Surveyors
<https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf>
and concerning telecommunication purposes outlined in Occupations Code Title 6.
<https://statutes.capitol.texas.gov/docs/oc/htm/oc.1001.htm>

The line will be constructed and maintained on the street right-of-way as shown on the attached drawings and as directed by the City in accordance with governing laws.

All work can be performed without interrupting the flow of traffic. Company acknowledges proper traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices required for adoption by the "Uniform Act Regulating Traffic on Highways" (V.A.C.S. Art. 6701d). If traffic diversion is needed, Traffic Control Plan TCP (1-2)-18 with lane closures is included.
<https://ftp.Dot.State.Tx.Us/pub/txdot-info/cmd/cserve/standard/traffic/tcp1-2.pdf>

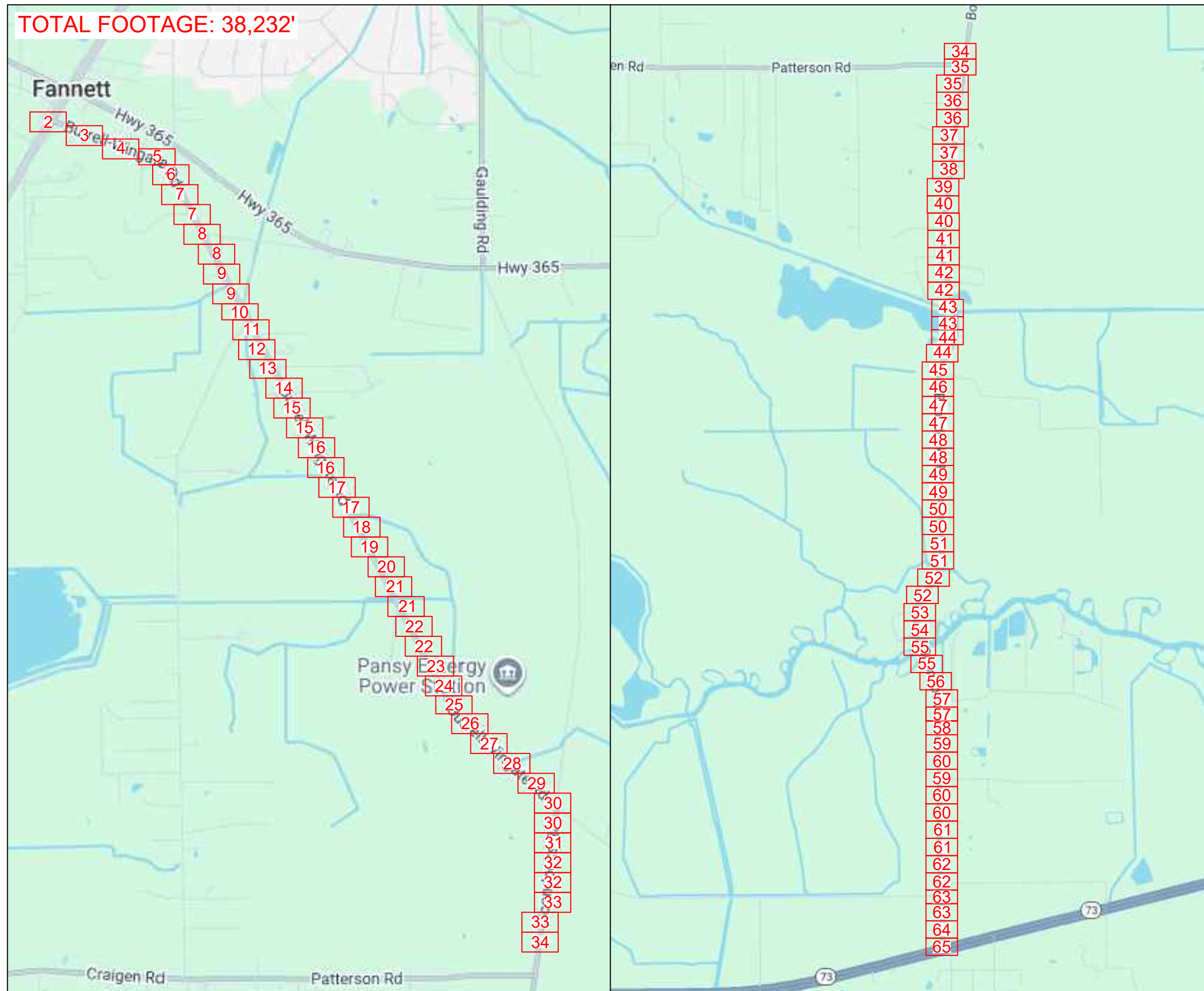
Proposed construction is requested to begin on or after Monday, 11/10/2025 or as soon as possible.

Firm: AT&T Communications Inc. C/O: Byers Engineering
Requestor: Byers Engineering for AT&T Communications Inc.
By: Jason Brown, IFP Permit Supervisor, (817) 999-7509

 AT&T Communications Inc.
 208 South Akard Rm 1820, Dallas, TX 75202-4206
 (800) 246-8464 / (281) 374-3725 / HOUENG@ATT.COM

 Byers Engineering
 13430 NW Freeway Ste 250 Houston TX 77040-6020
 (713) 574-2142 / FTH_PERMITS@BYERS.COM

COVER SHEET



AT&T INSTALLATION
11142 MAHON RD
BEAUMONT, TX 77705
JEFFERSON COUNTY
SECTIONS:

HOMEOWNERS, RESIDENTS,
AND HOAs ARE TO BE
NOTIFIED AT LEAST 3 DAY
IN ADVANCE PRIOR TO
CONSTRUCTION

REV: 00		REVDATE:	10.2.2025	
PROJECT DESIGNATED ADDRESS:			A05AZ9V NOT TO SCALE	
11142 MAHON RD BEAUMONT, TX 77705				
DRAWING NAME:				
A05AZ9V-BYERS-11142 MAHON RD				
ENGINEER ID:	EC5030	BYERS ENGINEER:	RICHARD BLOCK	
		Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm for telecom purposes.		
13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742				
DRAWN BY:	GARDHIL A. CAYBIN	PRINT:	1	OF: 67

CONSTRUCTION SPECIFICATIONS

1. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 10" LIFTS AT END OF EACH WORK DAY. (NO TRENCH LEFT OPEN OVERNIGHT).
2. ALL EXCESS EXCAVATION TO BE REMOVED FROM ROAD RIGHT-OF-WAY AT THE END OF EACH WORK DAY.
3. OPEN DITCHES TO BE OPENED AT THE END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
4. ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ADEQUATE FLAGMEN, SIGNS, SIGNALS, ETC. TO PROVIDE COMPLETE SAFETY TO THE PUBLIC.
5. IF IT BECOMES NECESSARY FOR EQUIPMENT TO OPERATE ON A PORTION OF THE PAVEMENT, PRECAUTIONS SHOULD BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
6. CONDITION OF ROADUPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.
7. MIN DEPTH TO TOP OF CABLE OR CONDUIT IS TO BE 96" BELOW CROWN OF ROAD AND 72" BELOW ANY ROADSIDE OPEN DITCH.

LEGEND

PROPOSED AT&T
BURIED PLACEMENT

PROPOSED AT&T
FIBER HAND HOLE



EXISTING HANDHOLE



EXISTING MANHOLE



RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

G G

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811



DEPTH OF COVER NOTE:

- WHEN PLACING PARALLEL/ALONG ANY ROAD, ENSURE 72" DEPTH OF COVER.
- WHILE CROSSING ANY ROAD OR PAVED SURFACE, DEPTH OF COVER SHALL BE 96"
- FOR DITCHES, DEPTH OF COVER MUST BE 72" AS MEASURED FROM MAX DEPTH FLOW LINE.

UTILITY CROSSING NOTE:

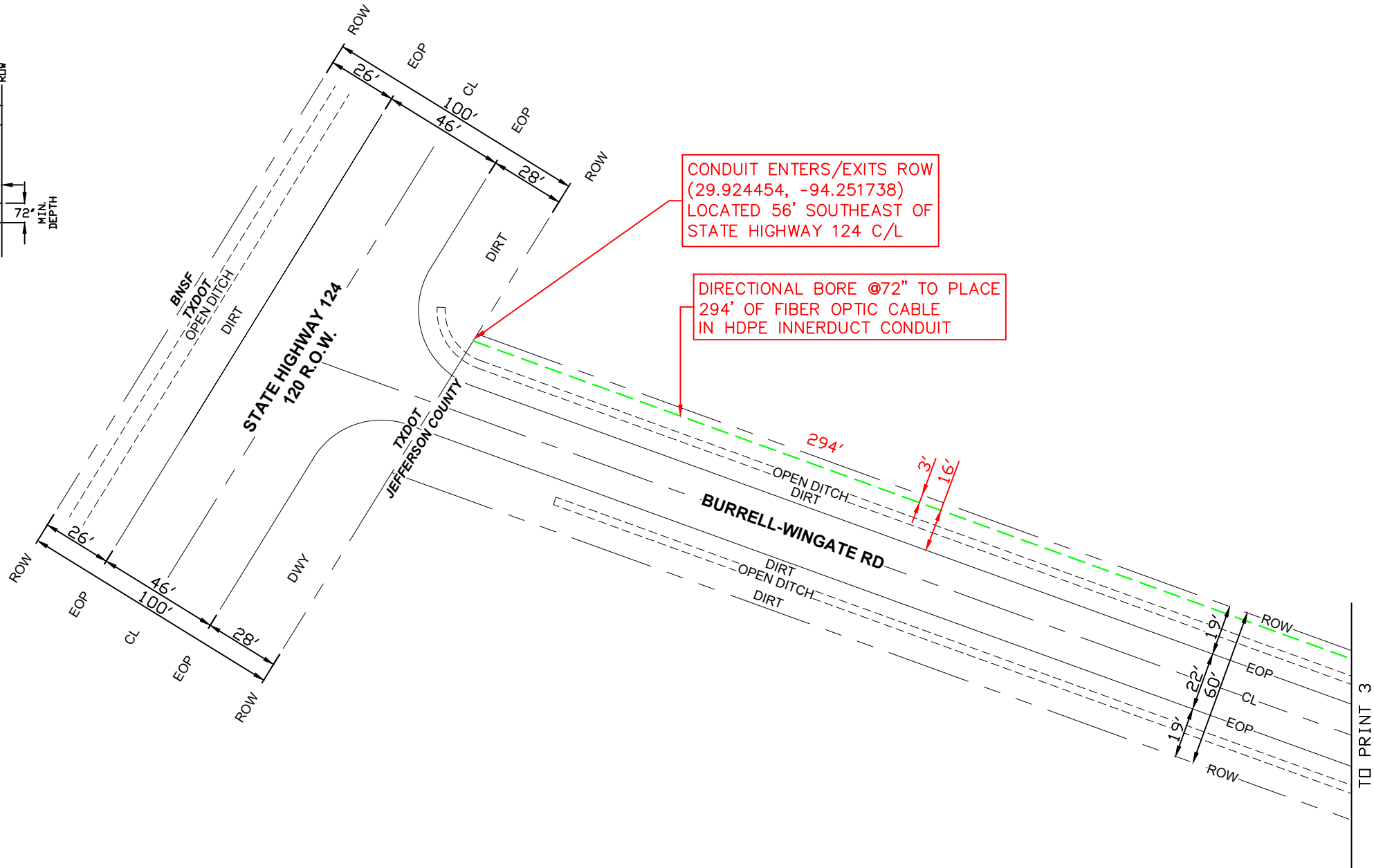
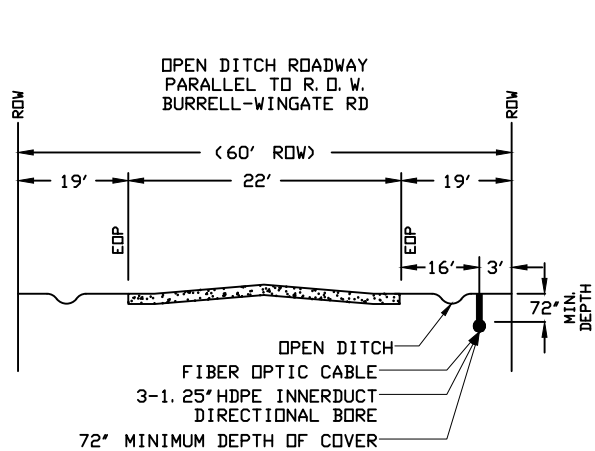
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ADDITIONAL TRAFFIC NOTES:

CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD - LATEST EDITION WITH REVISIONS) DURING CONSTRUCTION. NO LANES SHALL BE BLOCKED DURING CONSTRUCTION.

NOTE:

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TD PRINT 3

REV: 00	REVDATE: 10.2.2025
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705	A05AZ9V 1":50'
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD	
ENGINEER ID: EC5030	BYERS ENGINEER: RICHARD BLOCK
Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm for telecom purposes.	
13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742	
DRAWN BY: GARDHIL A. CAYBIN	PRINT: 2 OF: 67

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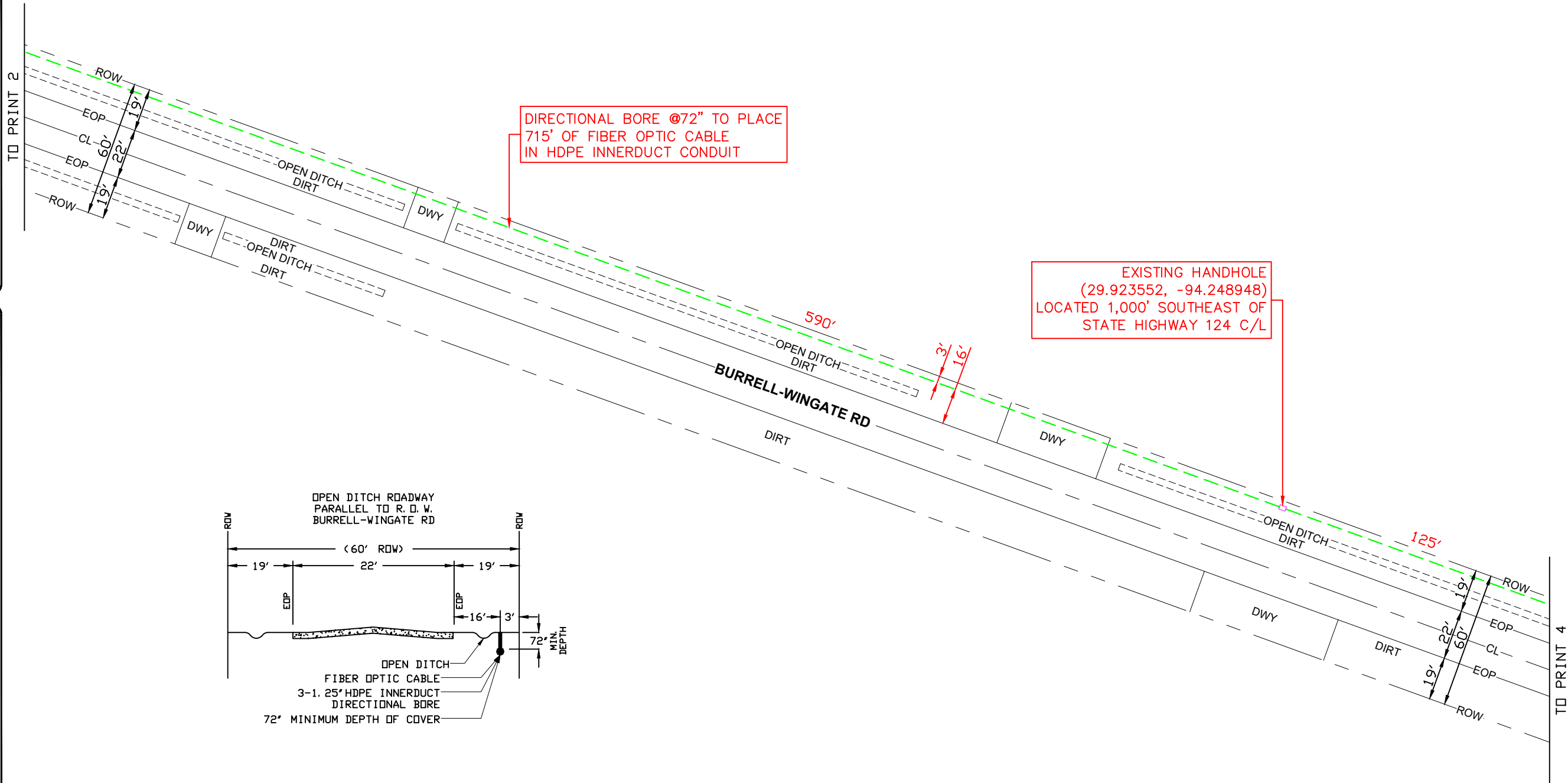
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CONSTRUCTION DRAWING

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PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705	A05AZ9V 1":50'
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD	
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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742	
DRAWN BY: GARDHIL A. CAYBIN	PRINT: 3 OF: 67

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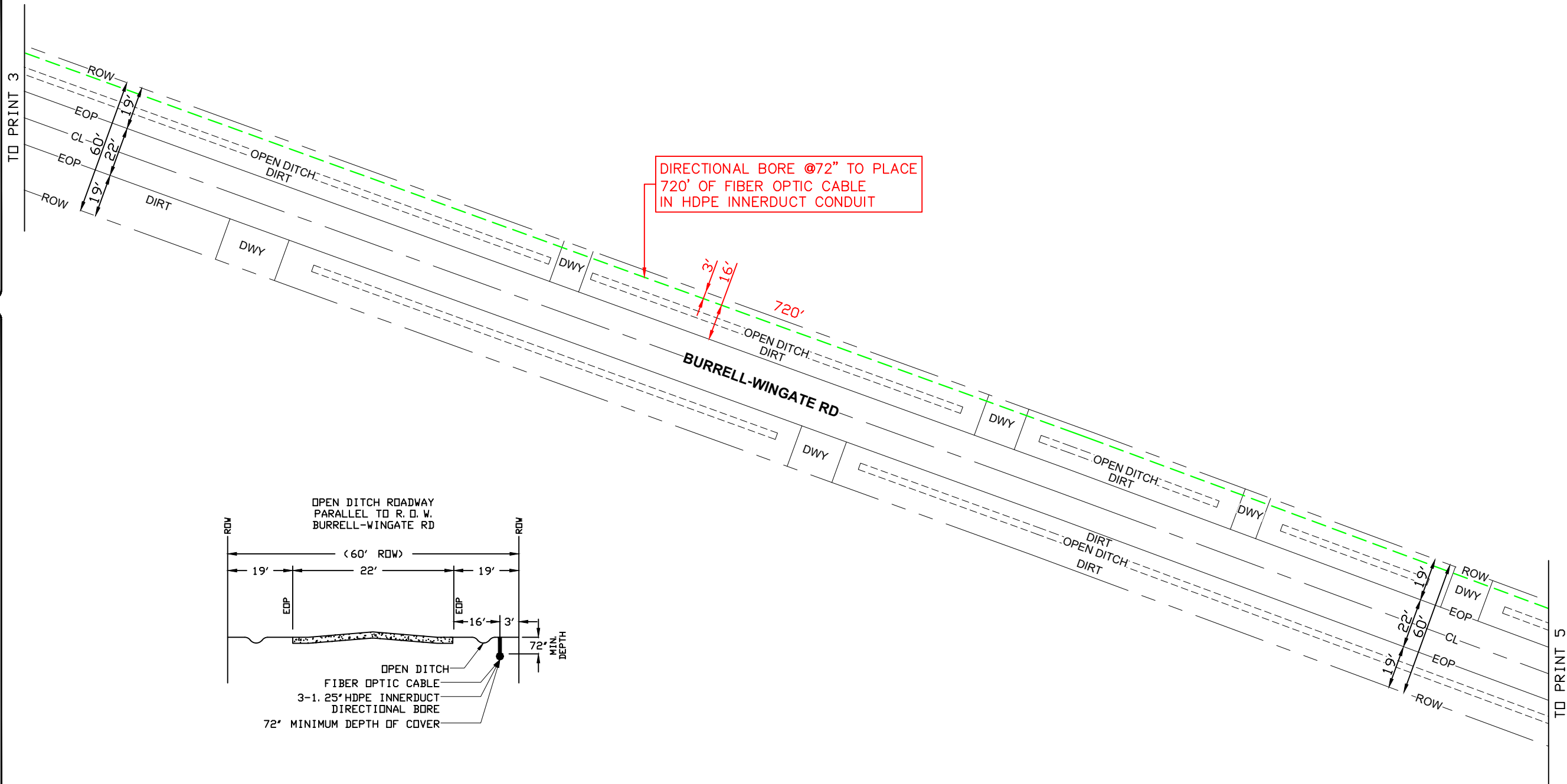
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REV: 00	REVDATE: 10.2.2025
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705	A05AZ9V 1":50'
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD	
ENGINEER ID: EC5030	BYERS ENGINEER: RICHARD BLOCK
Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm for telecom purposes.	
13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742	
DRAWN BY: GARDHIL A. CAYBIN	PRINT: 4 OF: 67

CONSTRUCTION DRAWING

CONSTRUCTION SPECIFICATIONS

1. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 10" LIFTS AT END OF EACH WORK DAY. (NO TRENCH LEFT OPEN OVERNIGHT).
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3. OPEN DITCHES TO BE OPENED AT THE END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
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7. MIN DEPTH TO TOP OF CABLE OR CONDUIT IS TO BE 96" BELOW CROWN OF ROAD AND 72" BELOW ANY ROADSIDE OPEN DITCH.

LEGEND

PROPOSED AT&T BURIED PLACEMENT

PROPOSED AT&T FIBER HAND HOLE



EXISTING HANDHOLE



EXISTING MANHOLE



RIGHT-OF-WAY

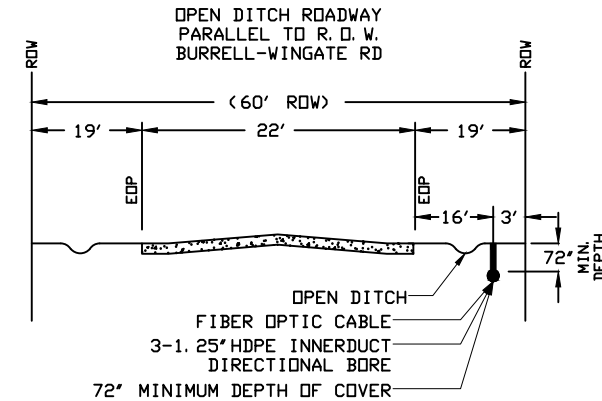
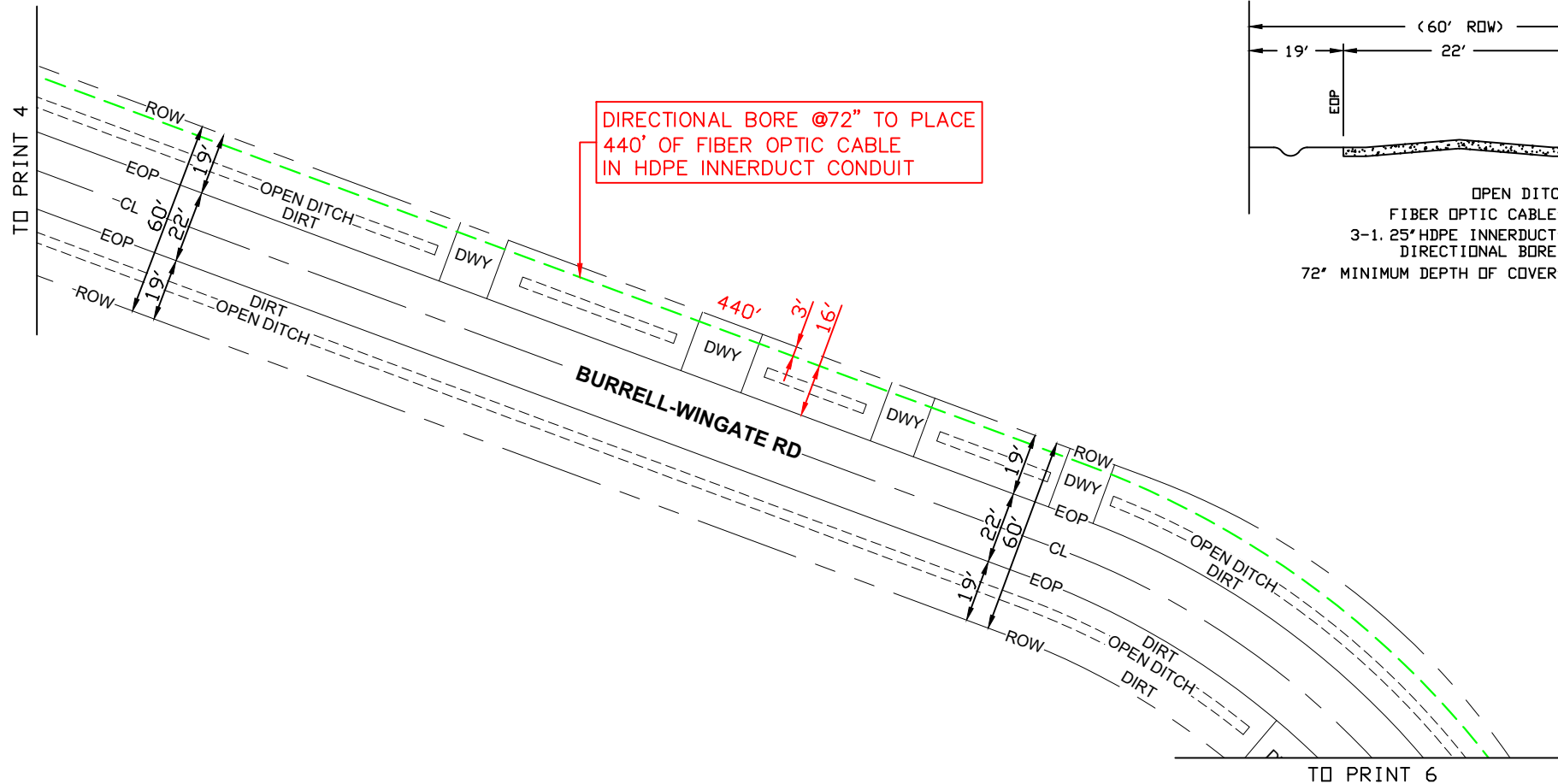
EDP

CENTERLINE

OPEN DITCH

GAS LINE

G G



DEPTH OF COVER NOTE:

- WHEN PLACING PARALLEL/ALONG ANY ROAD, ENSURE 72" DEPTH OF COVER.
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- FOR DITCHES, DEPTH OF COVER MUST BE 72" AS MEASURED FROM MAX DEPTH FLOW LINE.

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ALL FACILITY UTILITY CROSSINGS ARE SHOWN AT APPROXIMATELY 90 DEGREES TO THE CENTERLINE AND SHALL BE INSTALLED AT APPROXIMATELY 90 DEGREES TO THE CENTERLINE IN ACCORDANCE WITH TEXAS ADMINISTRATIVE CODE CHAPTER 21 (RIGHT OF WAY), SUBCHAPTER C (UTILITY ACCOMMODATION) RULE 21.37 (DESIGN)

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811



CONSTRUCTION DRAWING

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PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705		A05AZ9V 1"=50'	
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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742			
DRAWN BY:	GARDHIL A. CAYBIN	PRINT:	5 OF: 67

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PROPOSED AT&T
BURIED PLACEMENT

PROPOSED AT&T
FIBER HAND HOLE



EXISTING HANDHOLE



EXISTING MANHOLE



RIGHT-OF-WAY

EOP

CENTERLINE

OPEN DITCH

GAS LINE

**BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811**



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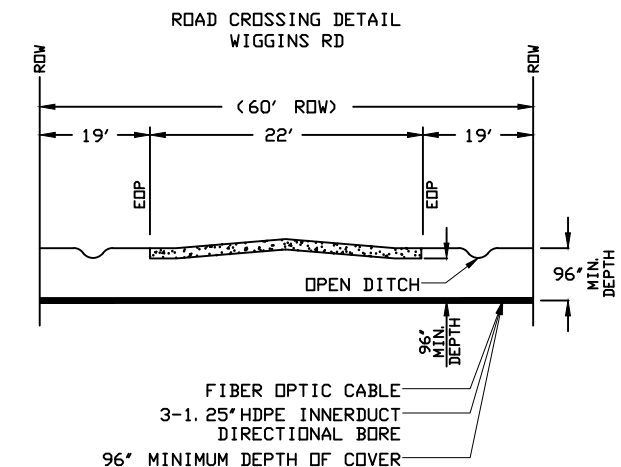
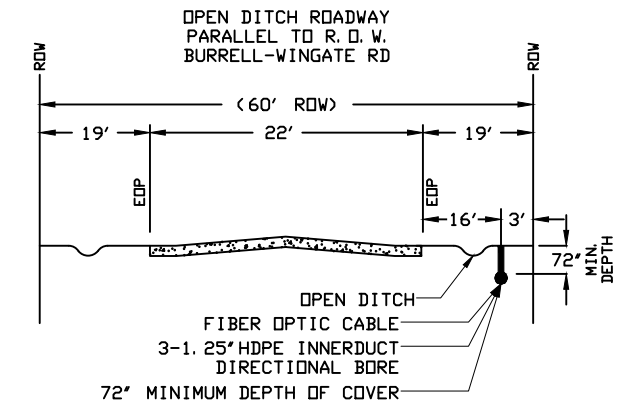
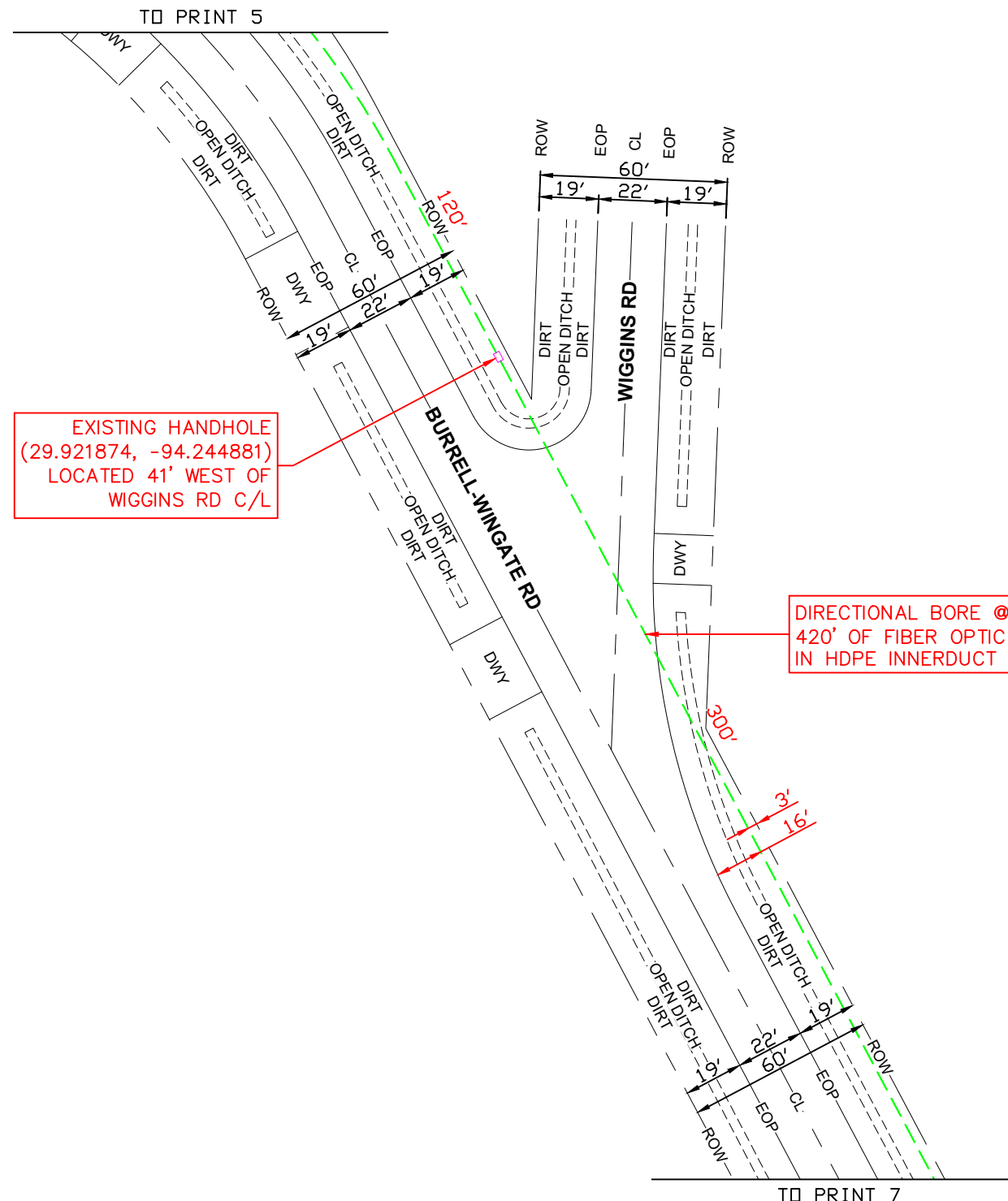
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CONSTRUCTION DRAWING



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11142 MAHON RD BEAUMONT, TX 77705			1":50'		
DRAWING NAME:					
A05AZ9V-BYERS-11142 MAHON RD					
ENGINEER ID:	EC5030	BYERS ENGINEER:	RICHARD BLOCK		
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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742					
DRAWN BY:	GARDHIL A. CAYBIN	PRINT:	6	OF:	67

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PROPOSED AT&T FIBER HAND HOLE

EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811



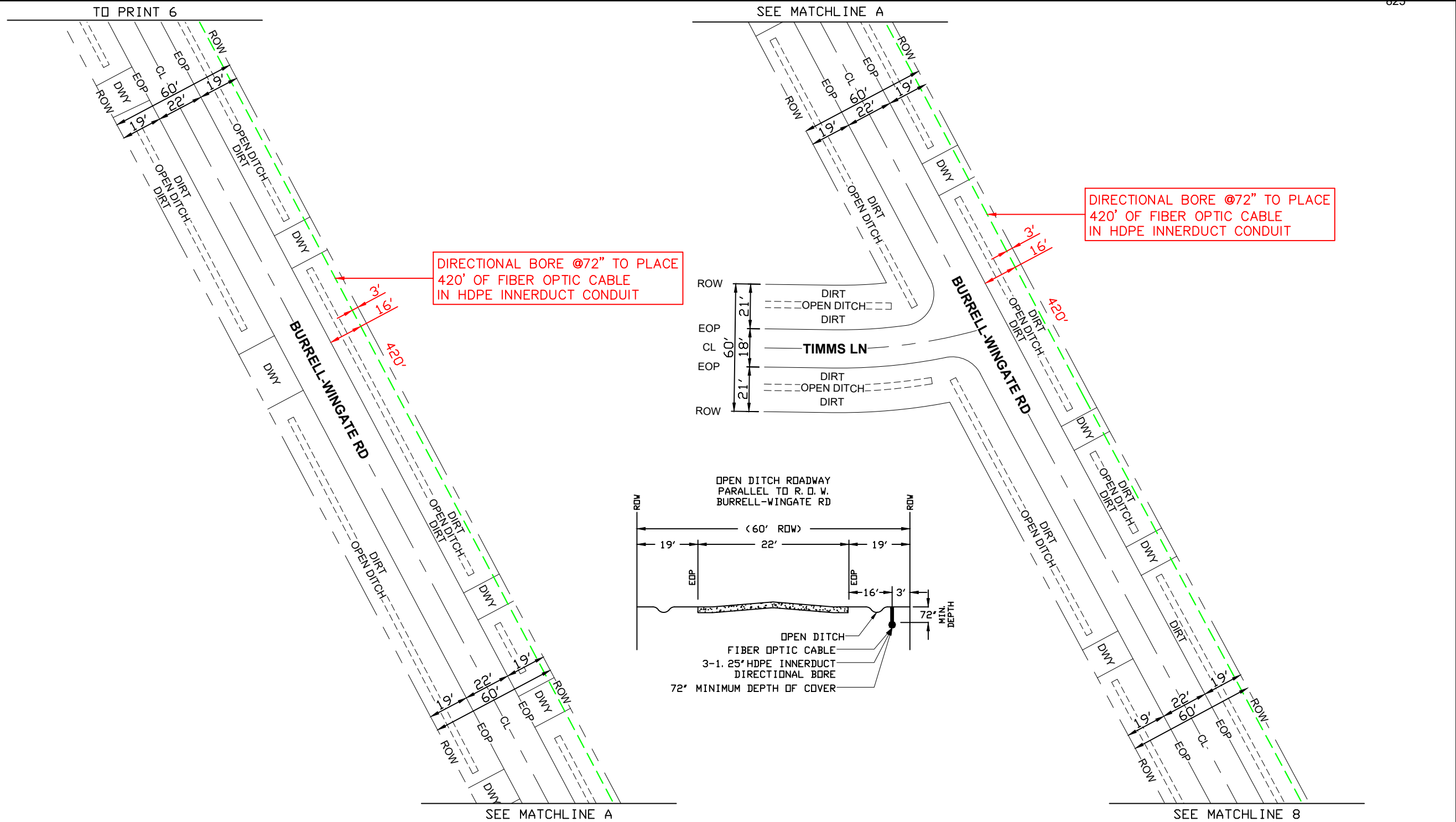
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DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD		
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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742		
DRAWN BY: GARDHIL A. CAYBIN	PRINT: 7	OF: 67

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PROPOSED AT&T FIBER HAND HOLE

EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

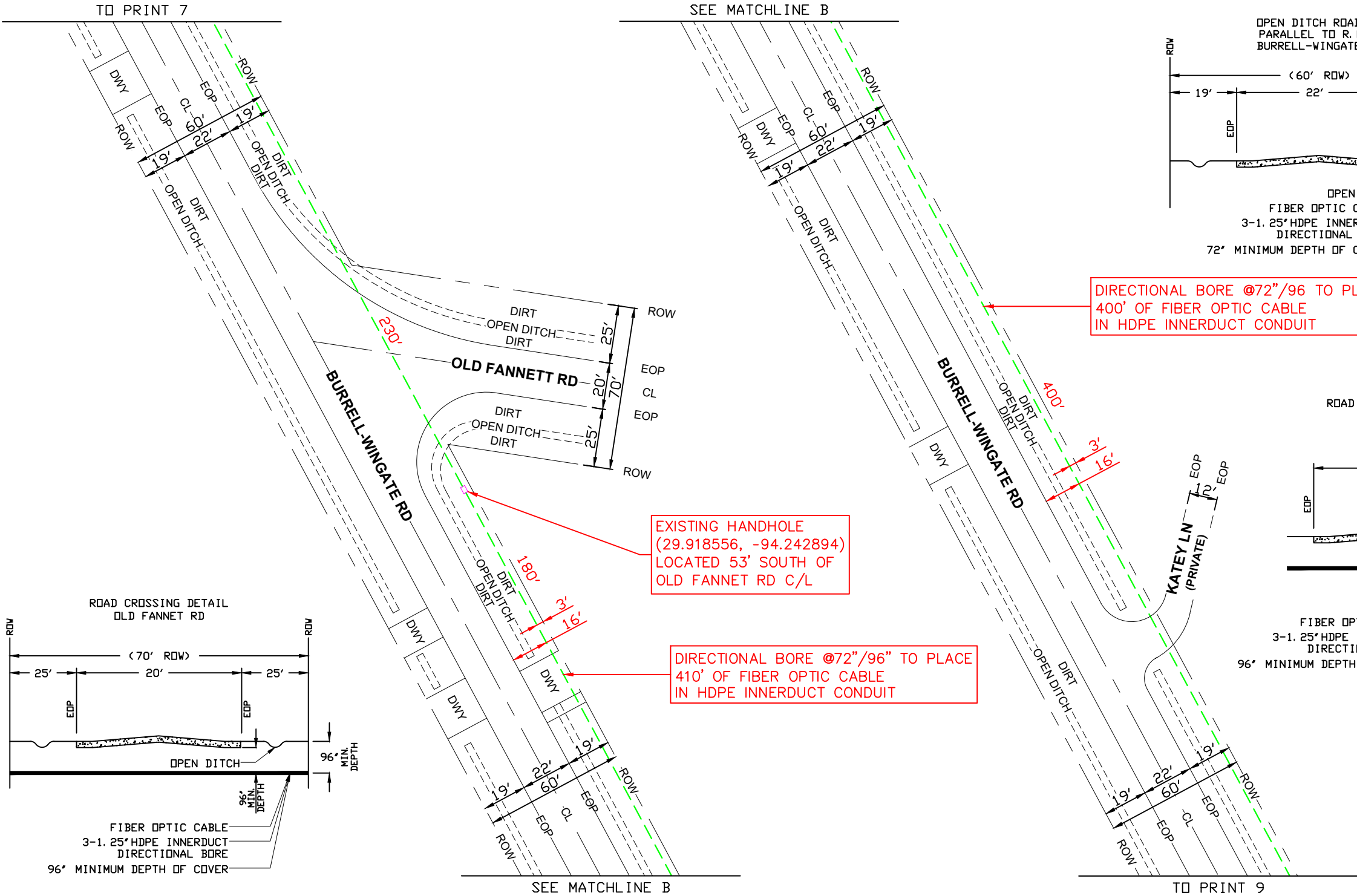
EDP

CENTERLINE

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2 DAYS PRIOR
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REV: 00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS:		A05AZ9V
11142 MAHON RD BEAUMONT, TX 77705		1":50'
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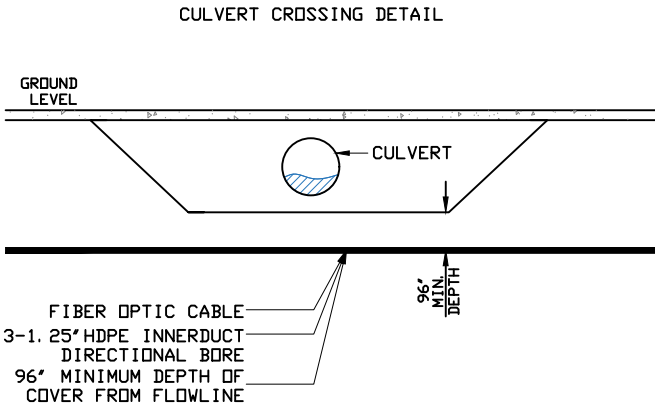
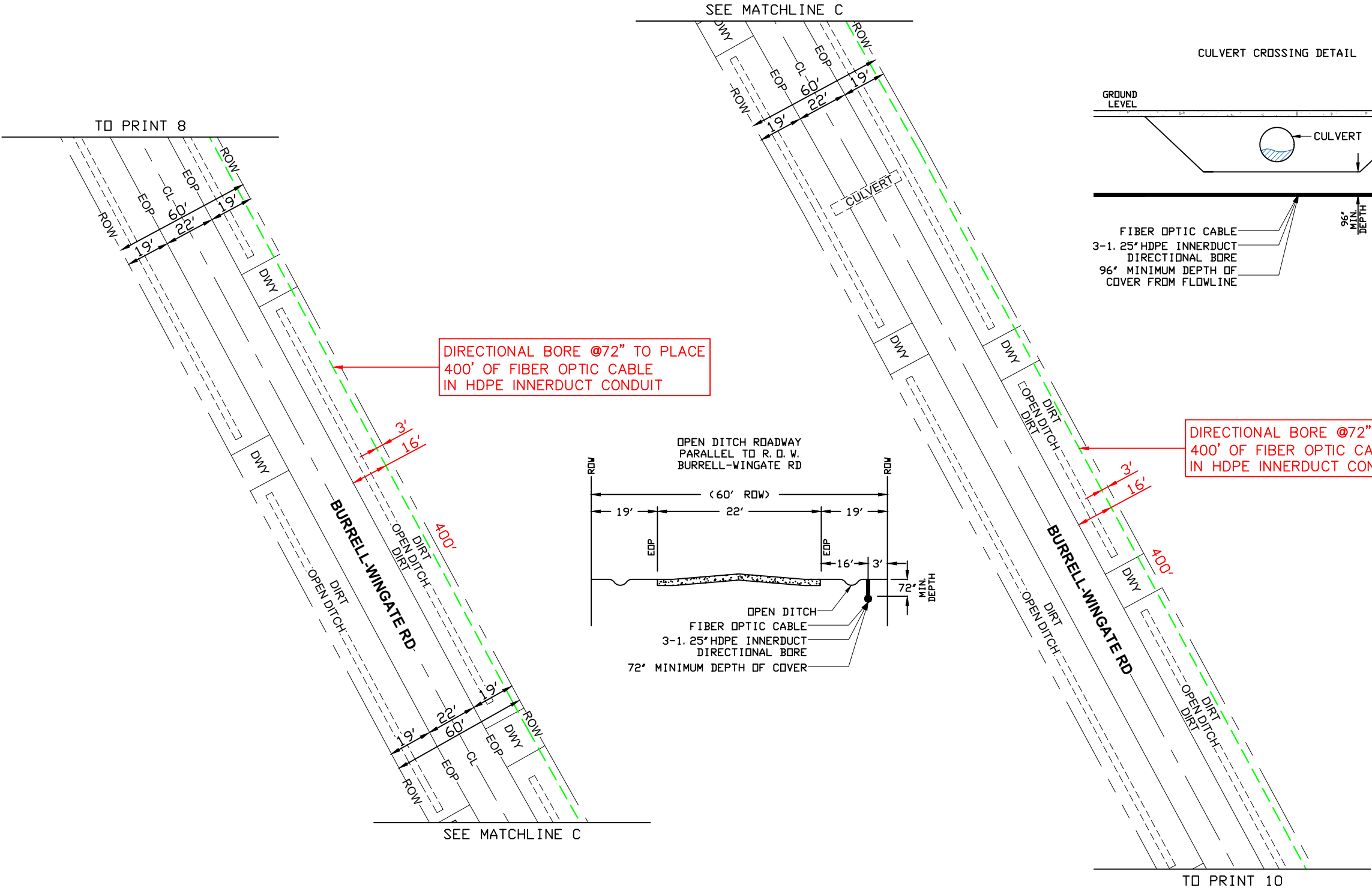
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CONSTRUCTION DRAWING



DIRECTIONAL BORE @72" TO PLACE 400' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT

REV: 00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705		A05AZ9V 1":50'
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DRAWN BY: GARDHIL A. CAYBIN	PRINT:	9 OF 67

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BURIED PLACEMENT

PROPOSED AT&T
FIBER HAND HOLE



EXISTING HANDHOLE



EXISTING MANHOLE



RIGHT-OF-WAY

EOP

CENTERLINE

OPEN DITCH

GAS LINE

G G

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811



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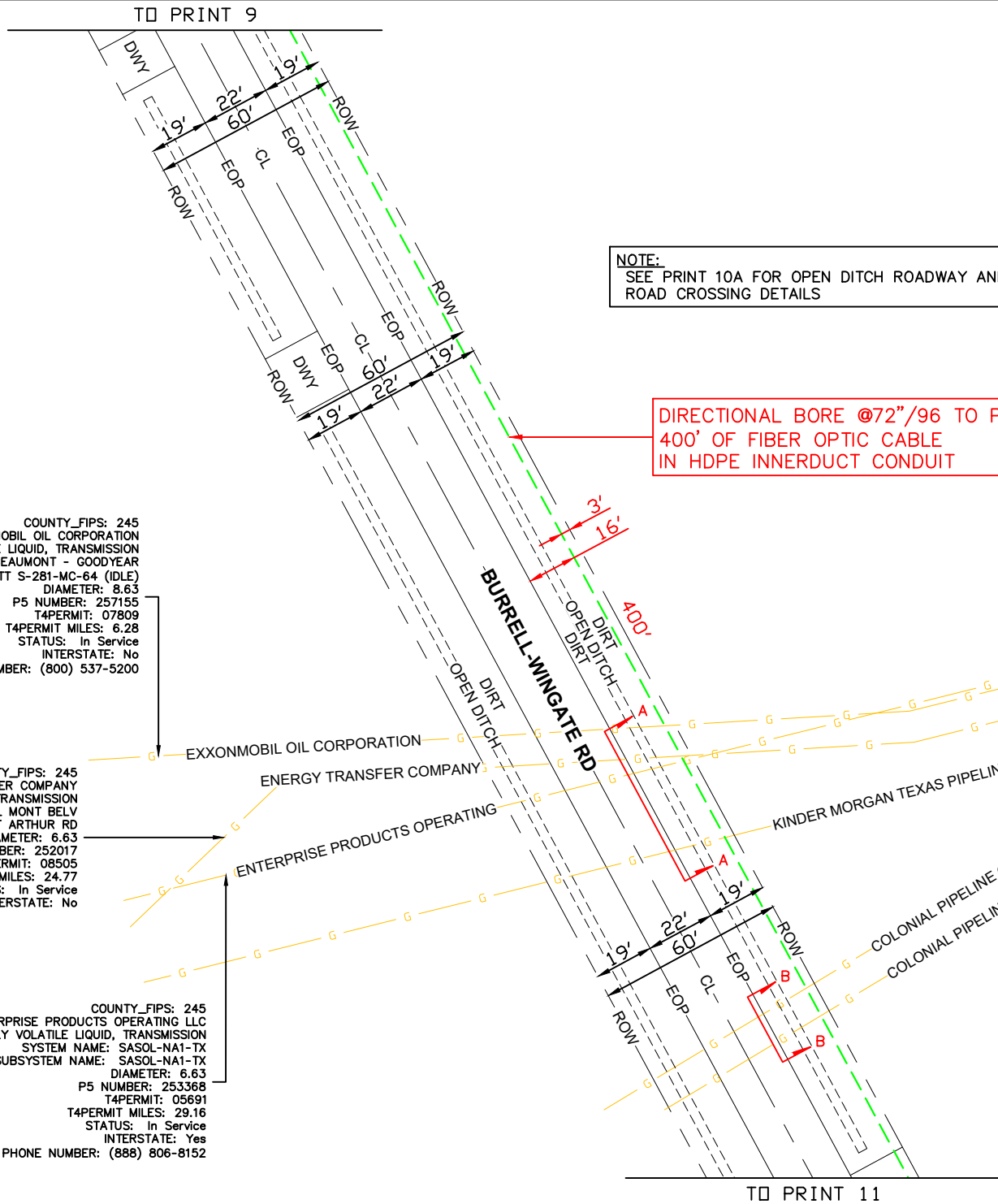
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CONSTRUCTION DRAWING



NOTE:
SEE PRINT 10A FOR OPEN DITCH ROADWAY AND ROAD CROSSING DETAILS

DIRECTIONAL BORE @72"/96 TO PLACE 400' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT

COUNTY_FIPS: 245
OPERATOR: EXXONMOBIL OIL CORPORATION
COMMODITY DESCRIPTION: HIGHLY VOLATILE LIQUID, TRANSMISSION
SYSTEM NAME: BEAUMONT - GOODYEAR
SUBSYSTEM NAME: GOODYEAR - FANNETT S-281-MC-64 (IDLE)
DIAMETER: 8.63
P5 NUMBER: 257155
T4PERMIT: 07809
T4PERMIT MILES: 6.28
STATUS: In Service
INTERSTATE: No
CONTACT PHONE NUMBER: (800) 537-5200

COUNTY_FIPS: 245
OPERATOR: ENERGY TRANSFER COMPANY
COMMODITY DESCRIPTION: HIGHLY VOLATILE LIQUID, TRANSMISSION
SYSTEM NAME: MONT BELVIEU NORTH PLANTLS NGL MONT BELV
SUBSYSTEM NAME: P106 LSMB MBNT TO W PORT ARTHUR RD
DIAMETER: 6.63
P5 NUMBER: 252017
T4PERMIT: 08505
T4PERMIT MILES: 24.77
STATUS: In Service
INTERSTATE: No

COUNTY_FIPS: 245
OPERATOR: ENTERPRISE PRODUCTS OPERATING LLC
COMMODITY DESCRIPTION: HIGHLY VOLATILE LIQUID, TRANSMISSION
SYSTEM NAME: SASOL-NA1-TX
SUBSYSTEM NAME: SASOL-NA1-TX
DIAMETER: 6.63
P5 NUMBER: 253368
T4PERMIT: 05691
T4PERMIT MILES: 29.16
STATUS: In Service
INTERSTATE: Yes
CONTACT PHONE NUMBER: (888) 806-8152

COUNTY_FIPS: 245
OPERATOR: KINDER MORGAN TEXAS PIPELINE LLC
COMMODITY DESCRIPTION: NATURAL GAS, TRANSMISSION
SYSTEM NAME: DUPONT
SUBSYSTEM NAME: DUPONT
DIAMETER: 20
P5 NUMBER: 463345
T4PERMIT: 00762
T4PERMIT MILES: 1.4
STATUS: In Service
INTERSTATE: No
CONTACT PHONE NUMBER: (205) 325-3668

COUNTY_FIPS: 245
OPERATOR: COLONIAL PIPELINE COMPANY
COMMODITY DESCRIPTION: REFINED LIQUID PRODUCT, TRANSMISSION
SYSTEM NAME: COLONIAL SYSTEM
SUBSYSTEM NAME: LINE 2
DIAMETER: 36
P5 NUMBER: 168941
T4PERMIT: 00064
T4PERMIT MILES: 24.5
STATUS: In Service
INTERSTATE: Yes

COUNTY_FIPS: 245
OPERATOR: COLONIAL PIPELINE COMPANY
COMMODITY DESCRIPTION: REFINED LIQUID PRODUCT, TRANSMISSION
SYSTEM NAME: COLONIAL SYSTEM
SUBSYSTEM NAME: LINE 1
DIAMETER: 40
P5 NUMBER: 168941
T4PERMIT: 00064
T4PERMIT MILES: 24.67
STATUS: In Service
INTERSTATE: Yes

REV:	00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705			A05AZ9V 1":50'
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD			
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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742			
DRAWN BY:	GARDHIL A. CAYBIN	PRINT:	10 OF: 67

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RIGHT-OF-WAY

EDP

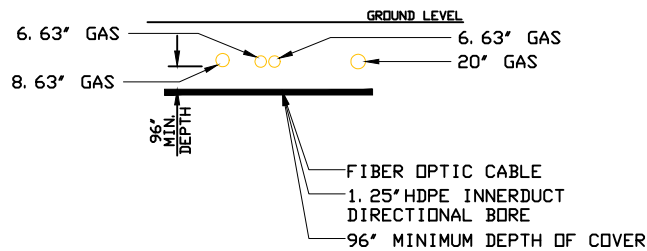
CENTERLINE

OPEN DITCH

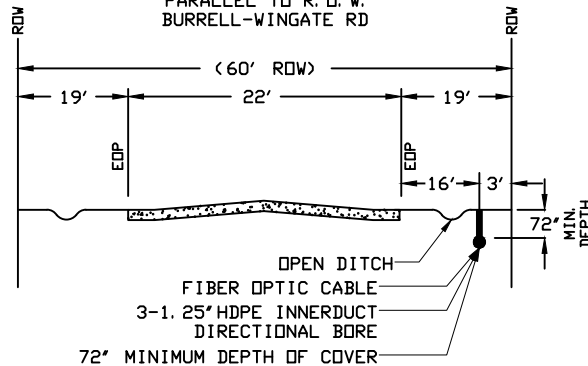
GAS LINE

G G

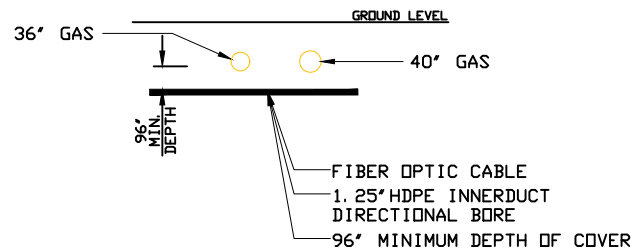
ROAD CROSSING DETAIL A-A
BURRELL-WINGATE RD



OPEN DITCH ROADWAY
PARALLEL TO R. O. W.
BURRELL-WINGATE RD



ROAD CROSSING DETAIL B-B
BURRELL-WINGATE RD



DEPTH OF COVER NOTE:

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BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811



CONSTRUCTION DRAWING

REV:	00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS:		11142 MAHON RD BEAUMONT, TX 77705	
DRAWING NAME:		A05AZ9V-BYERS-11142 MAHON RD	
ENGINEER ID:	EC5030	BYERS ENGINEER:	RICHARD BLOCK
13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742		Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm for telecom purposes.	
DRAWN BY:	GARDHIL A. CAYBIN	PRINT:	10A OF: 67

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PROPOSED AT&T BURIED PLACEMENT

PROPOSED AT&T FIBER HAND HOLE



EXISTING HANDHOLE



EXISTING MANHOLE



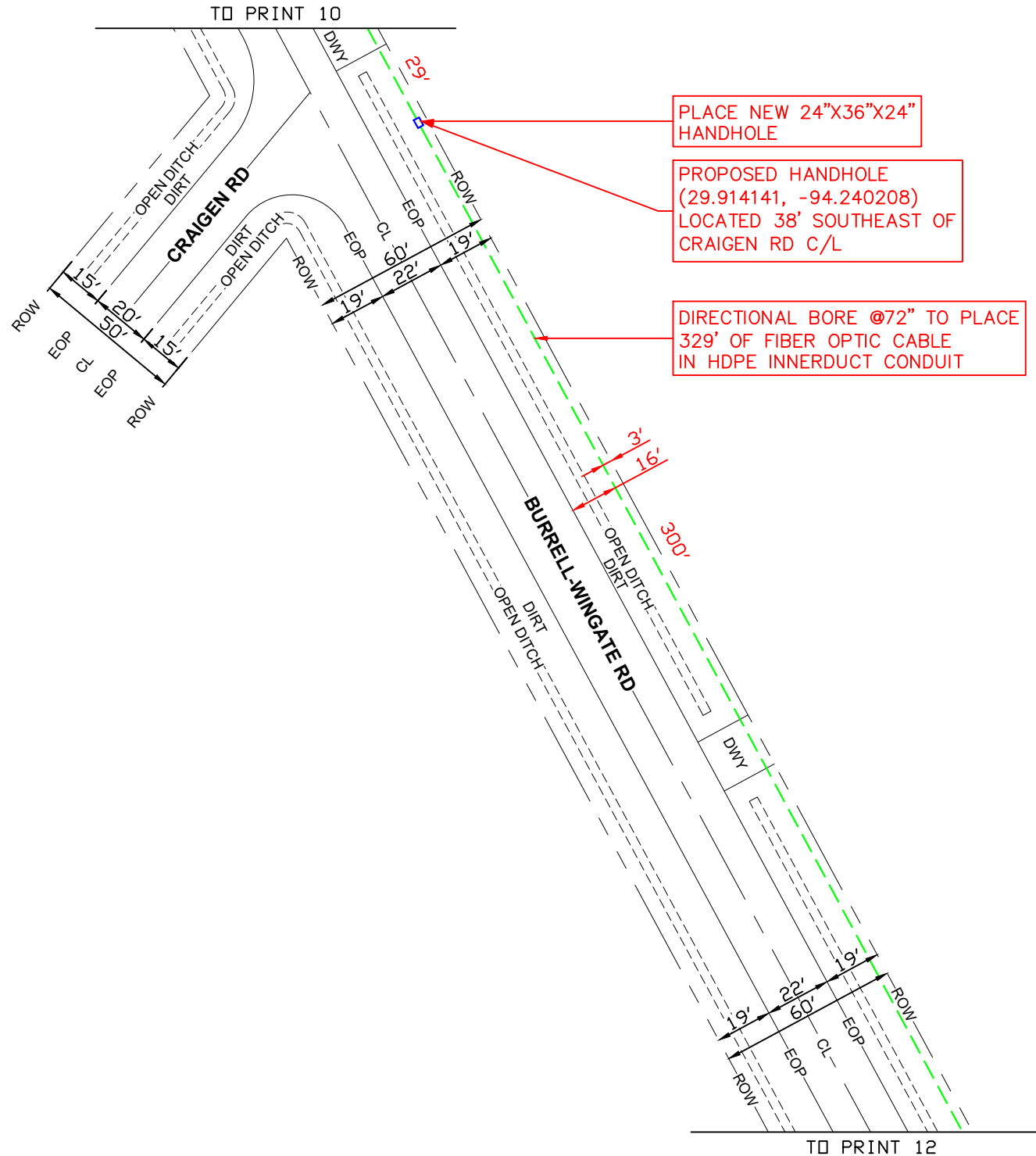
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EDP

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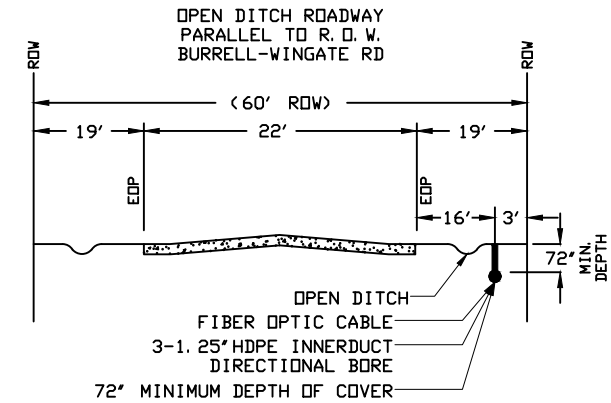
GAS LINE



PLACE NEW 24"x36"x24" HANDHOLE

PROPOSED HANDHOLE
(29.914141, -94.240208)
LOCATED 38' SOUTHEAST OF
CRAIGEN RD C/L

DIRECTIONAL BORE @72" TO PLACE
329' OF FIBER OPTIC CABLE
IN HDPE INNERDUCT CONDUIT



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BURIED PLACEMENT

PROPOSED AT&T
FIBER HAND HOLE



EXISTING HANDHOLE



EXISTING MANHOLE



RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

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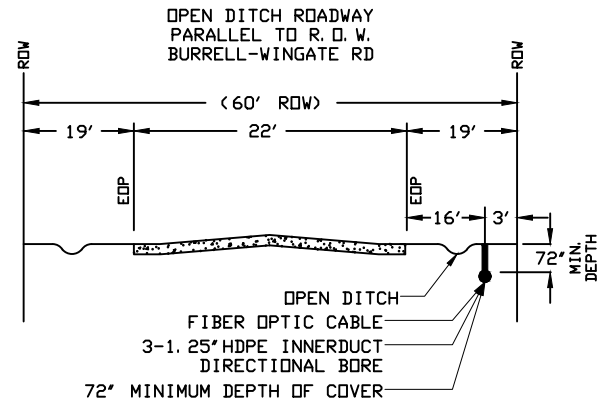
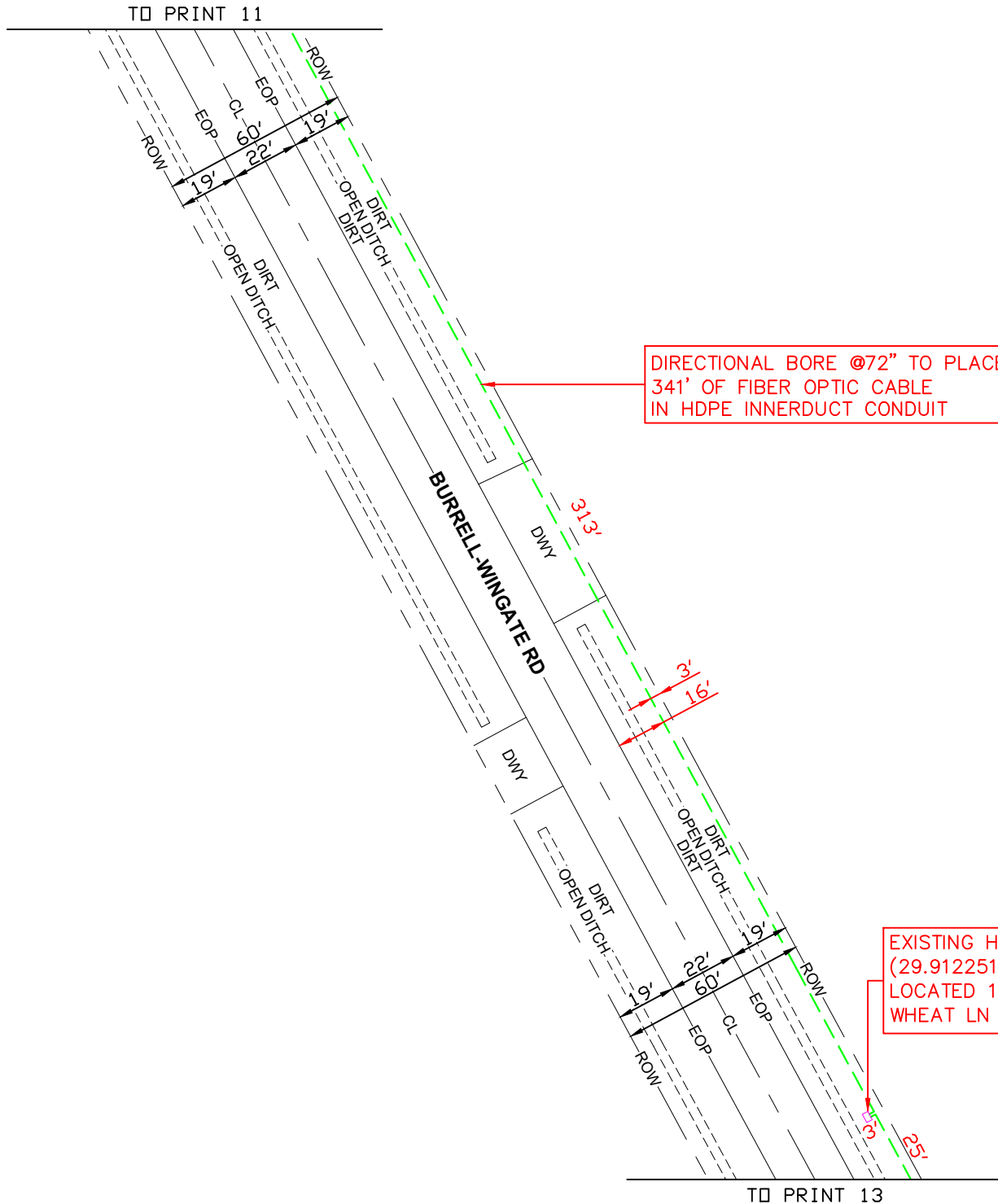
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DRAWN BY: GARDHIL A. CAYBIN	PRINT: 12 OF 67

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PROPOSED AT&T FIBER HAND HOLE



EXISTING HANDHOLE



EXISTING MANHOLE



RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE



BEFORE YOU DIG!
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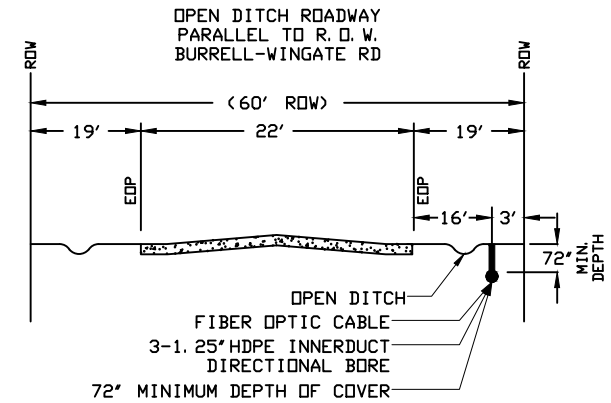
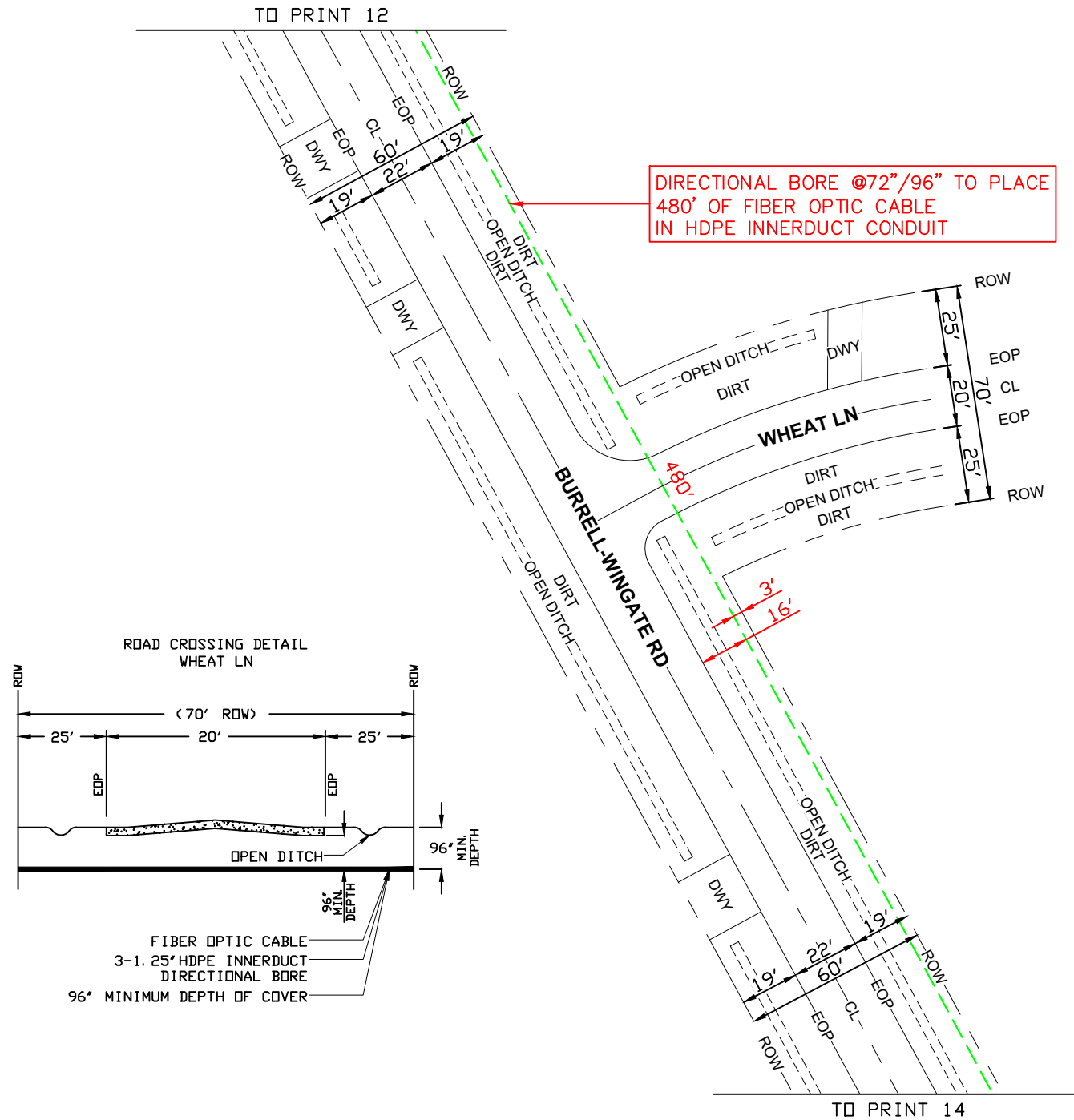
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EXISTING HANDHOLE



EXISTING MANHOLE



RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

G G

BEFORE YOU DIG!
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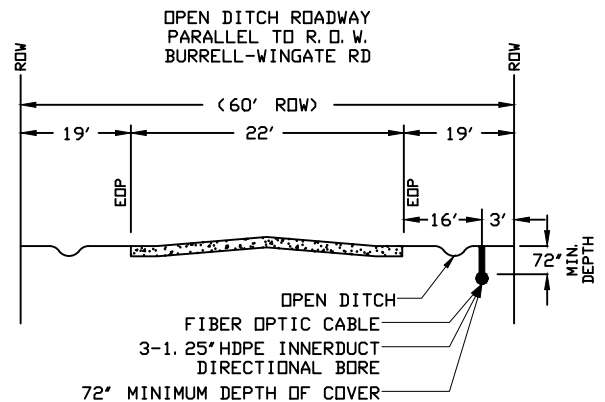
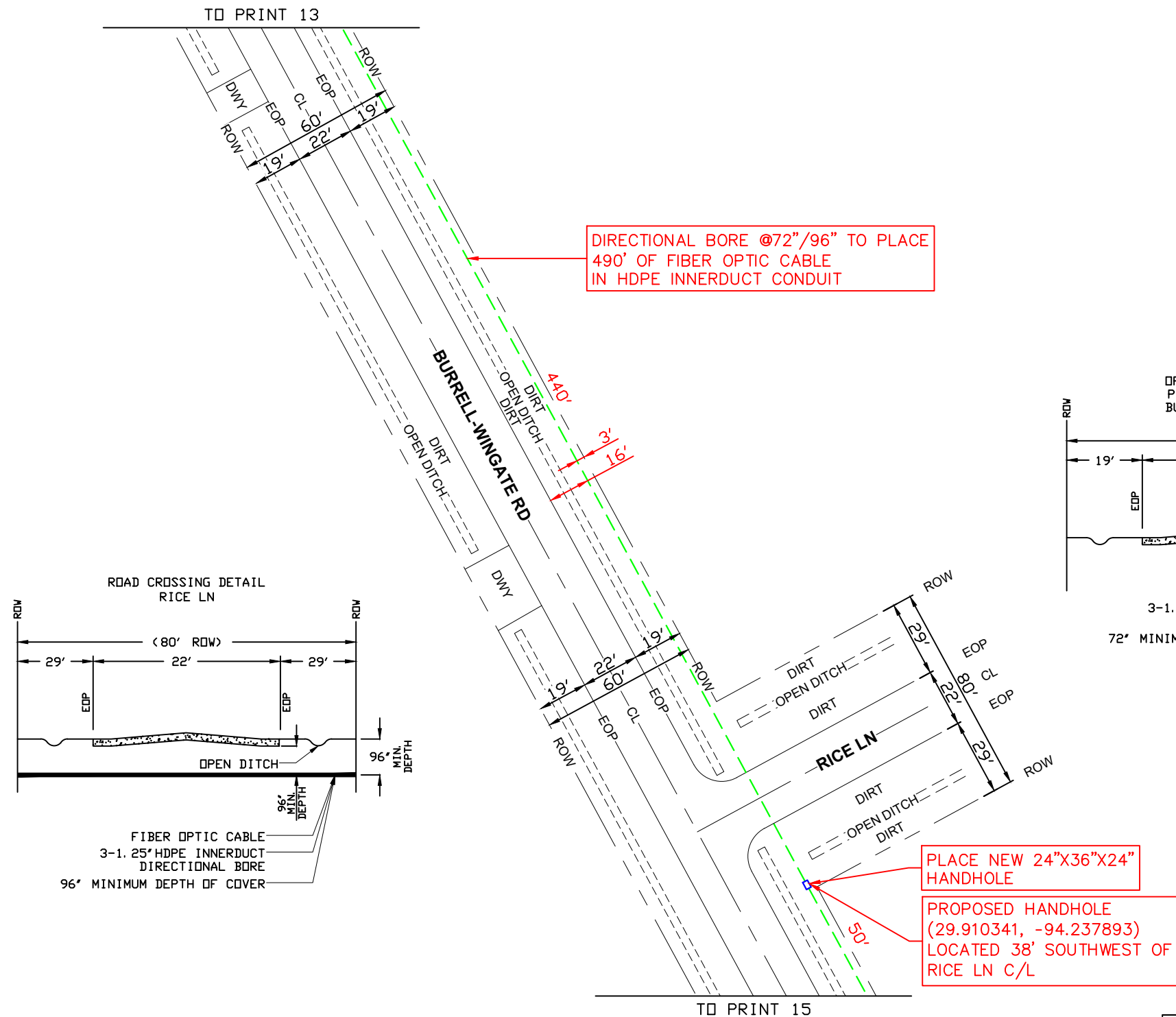
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DRAWN BY: GARDHIL A. CAYBIN	PRINT: 14 OF: 67

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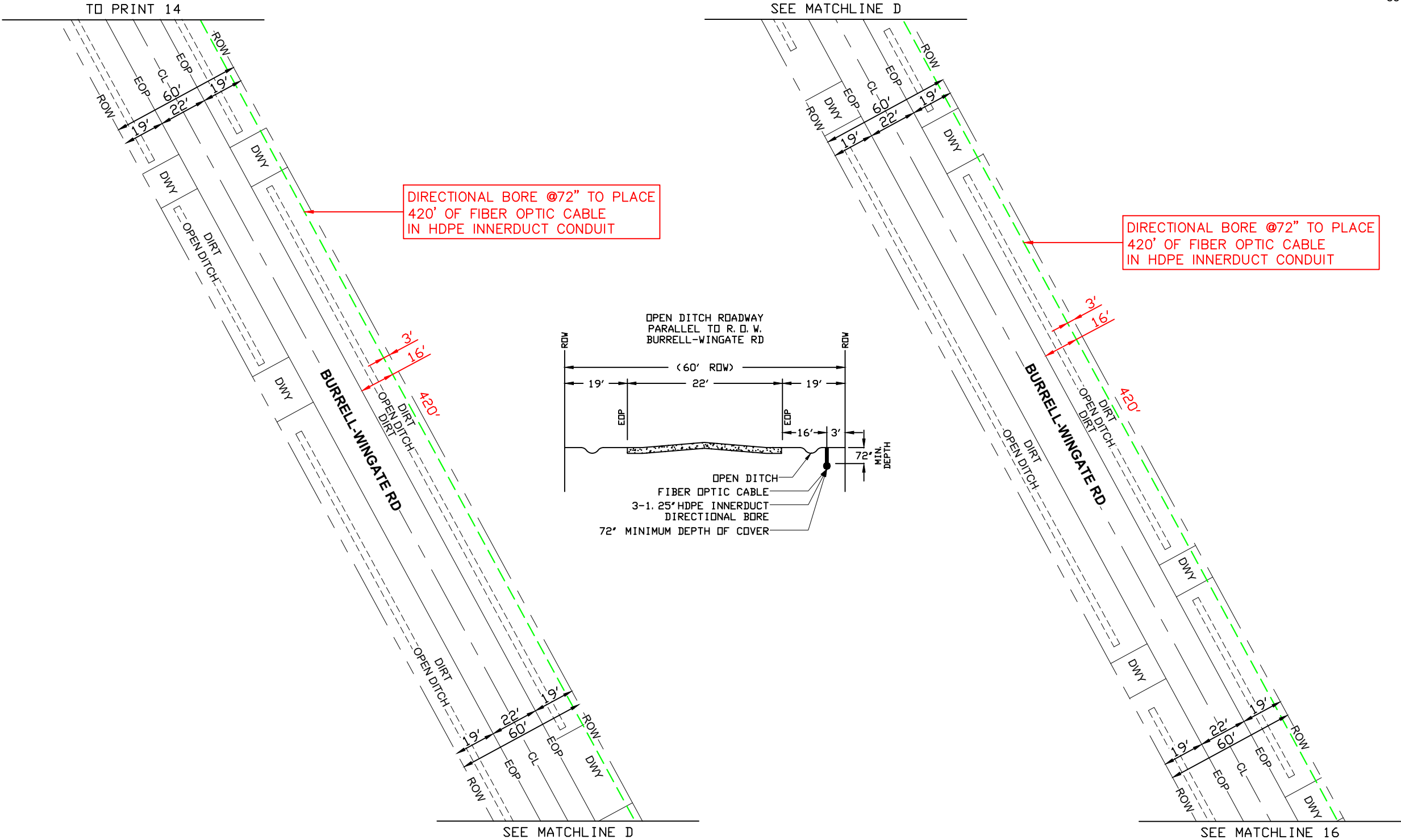
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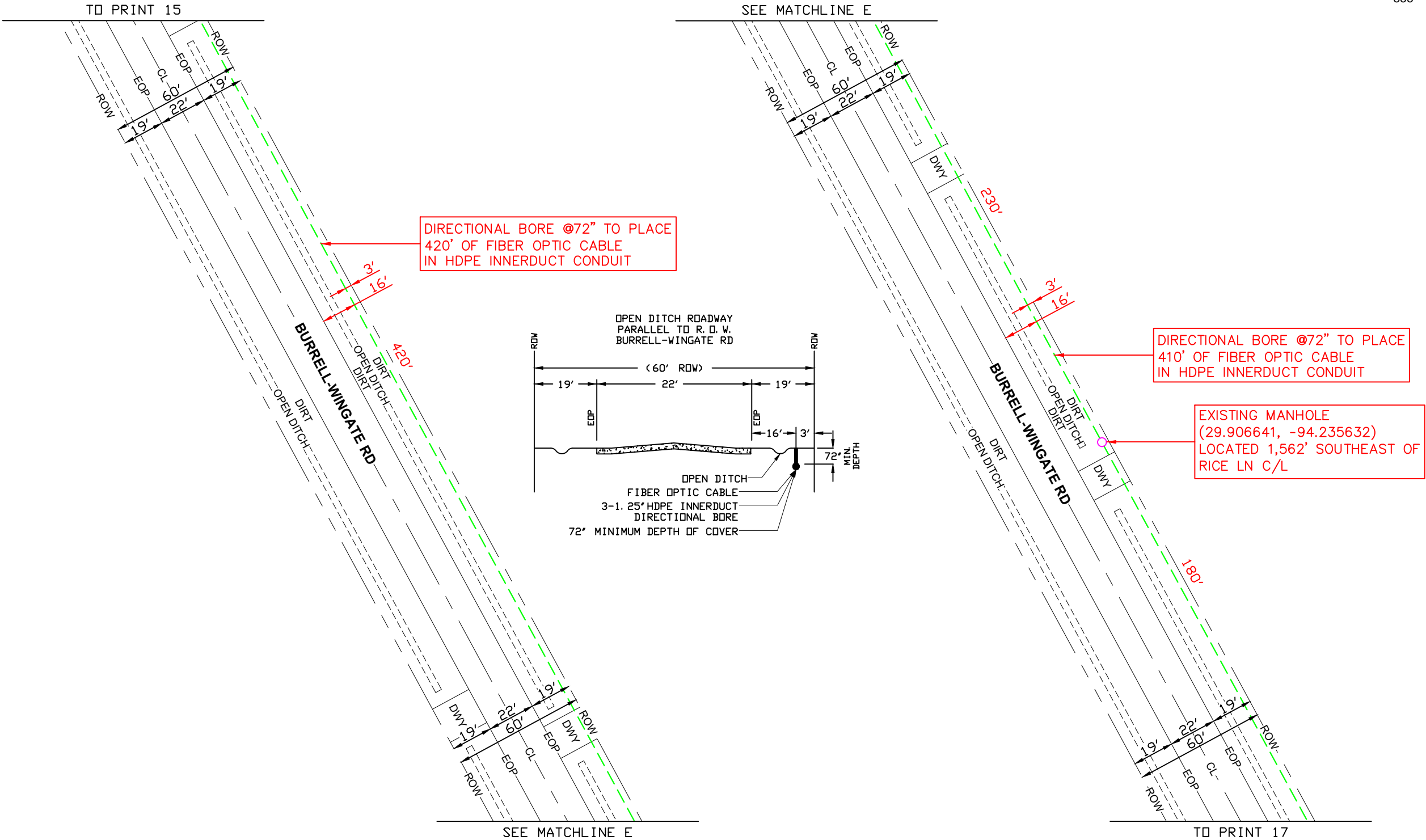
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DRAWN BY: GARDHIL A. CAYBIN	PRINT: 16 OF: 67

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LEGEND

PROPOSED AT&T BURIED PLACEMENT

PROPOSED AT&T FIBER HAND HOLE



EXISTING HANDHOLE



EXISTING MANHOLE



RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE



BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811



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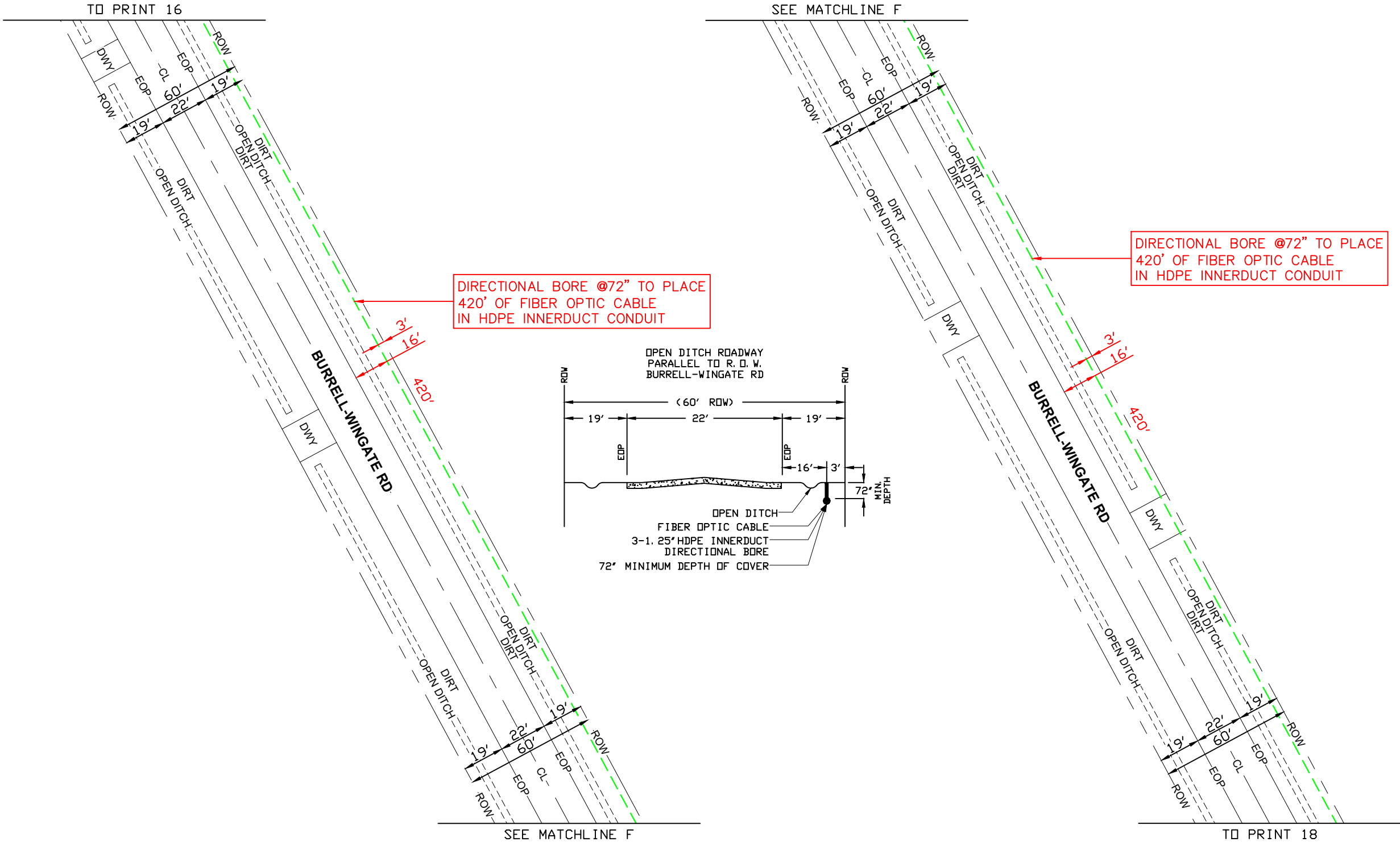
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CONSTRUCTION DRAWING



REV: 00	REVDATE: 10.2.2025
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705	A05AZ9V 1":50'
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD	
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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742	
DRAWN BY: GARDHIL A. CAYBIN	PRINT: 17 OF: 67

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PROPOSED AT&T
FIBER HAND HOLE



EXISTING HANDHOLE



EXISTING MANHOLE



RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

G G

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2 DAYS PRIOR
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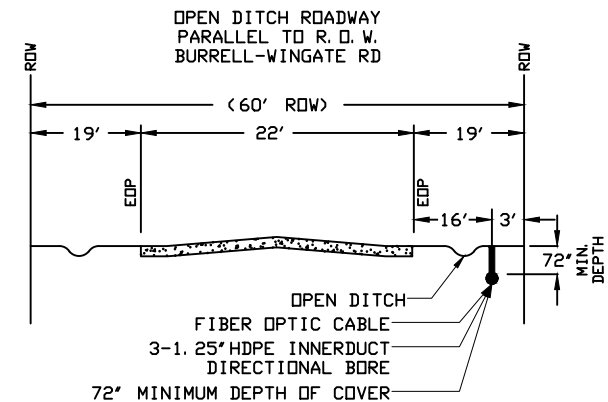
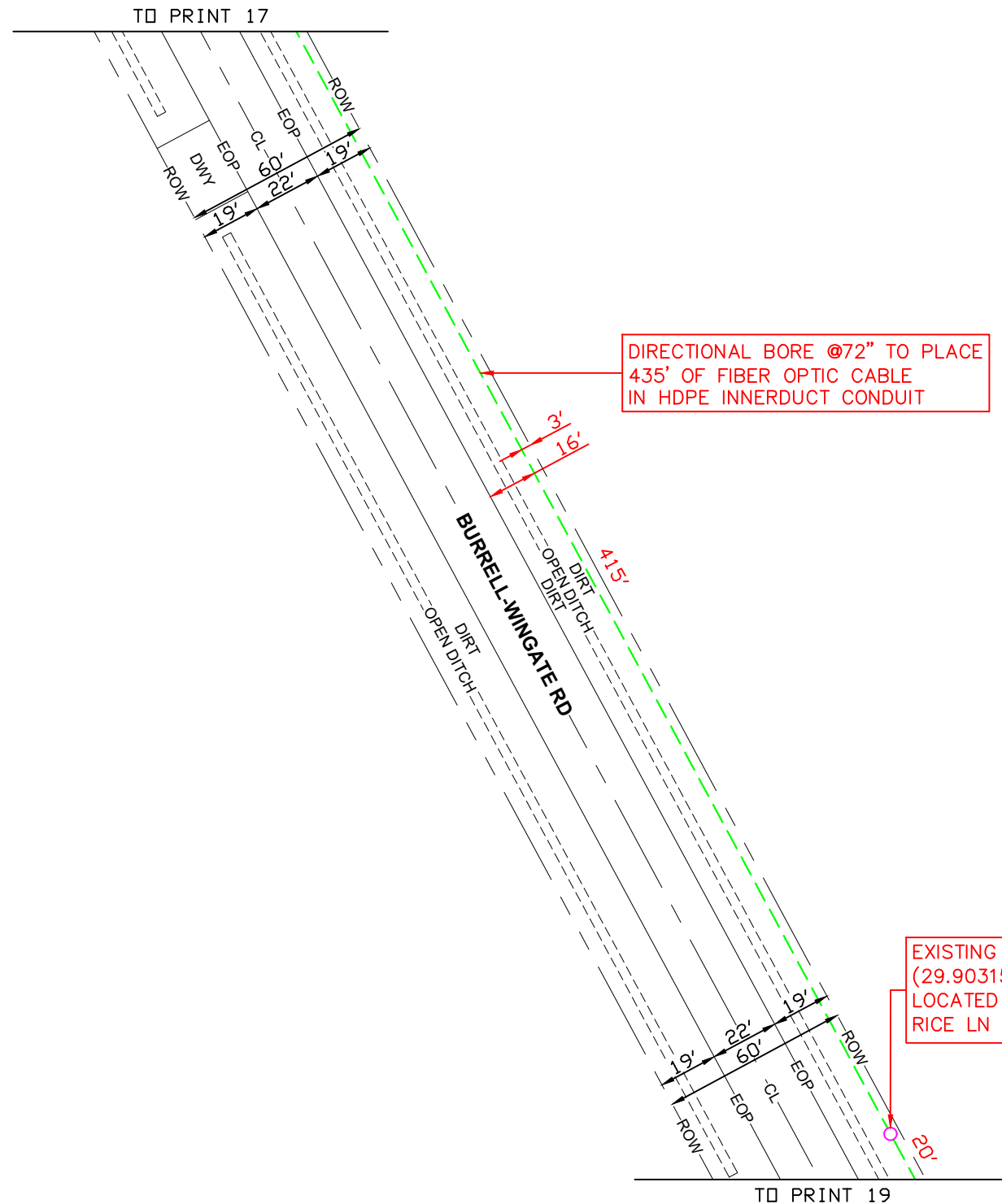
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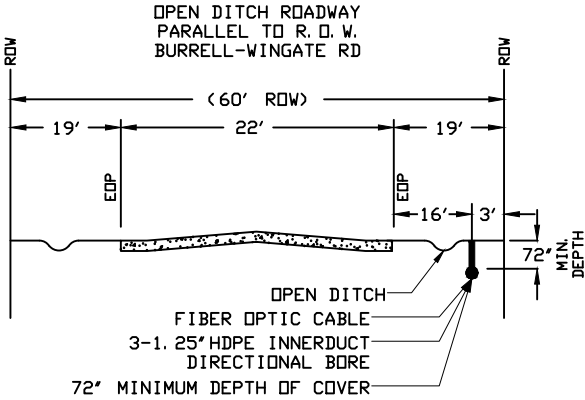
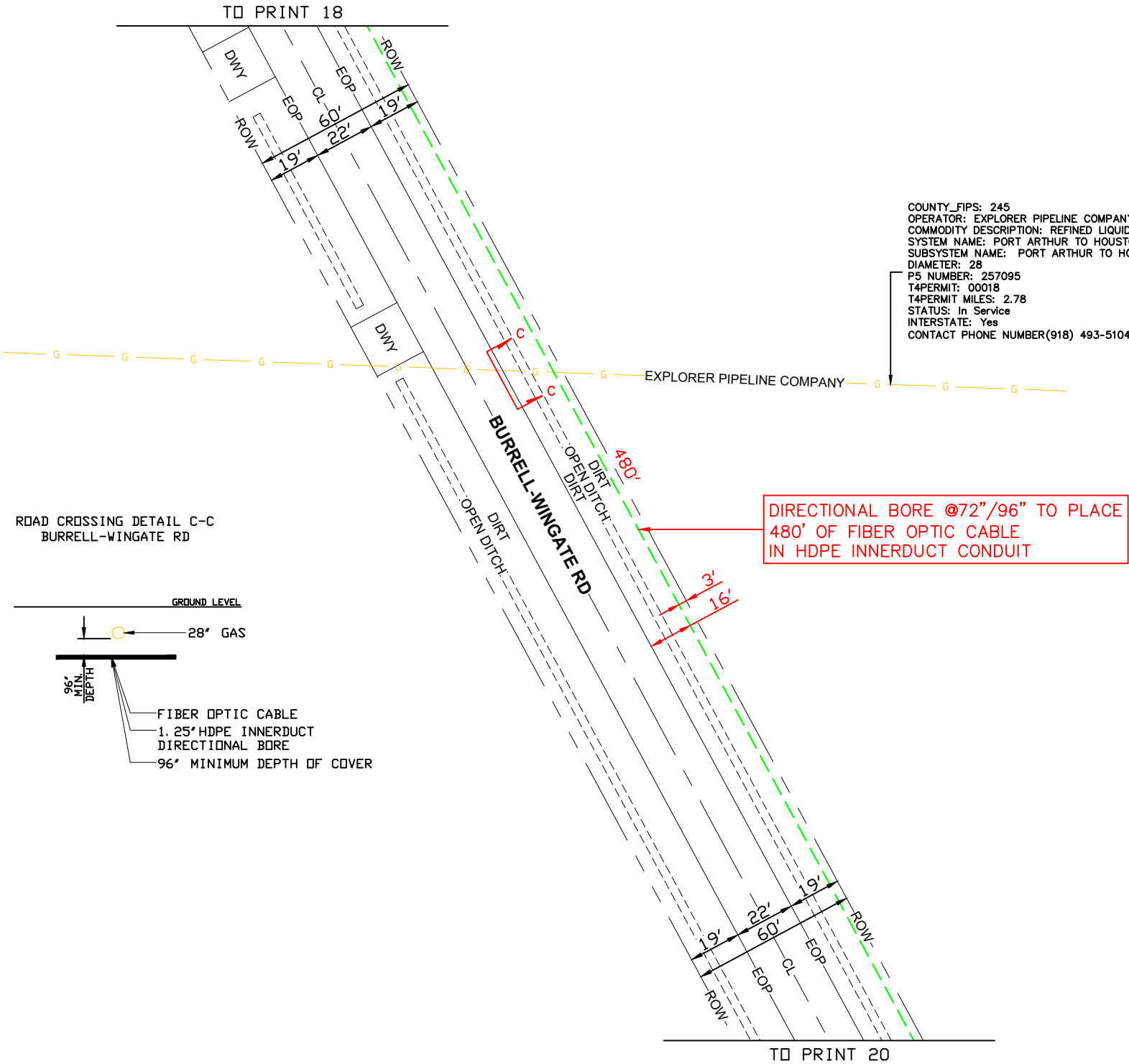
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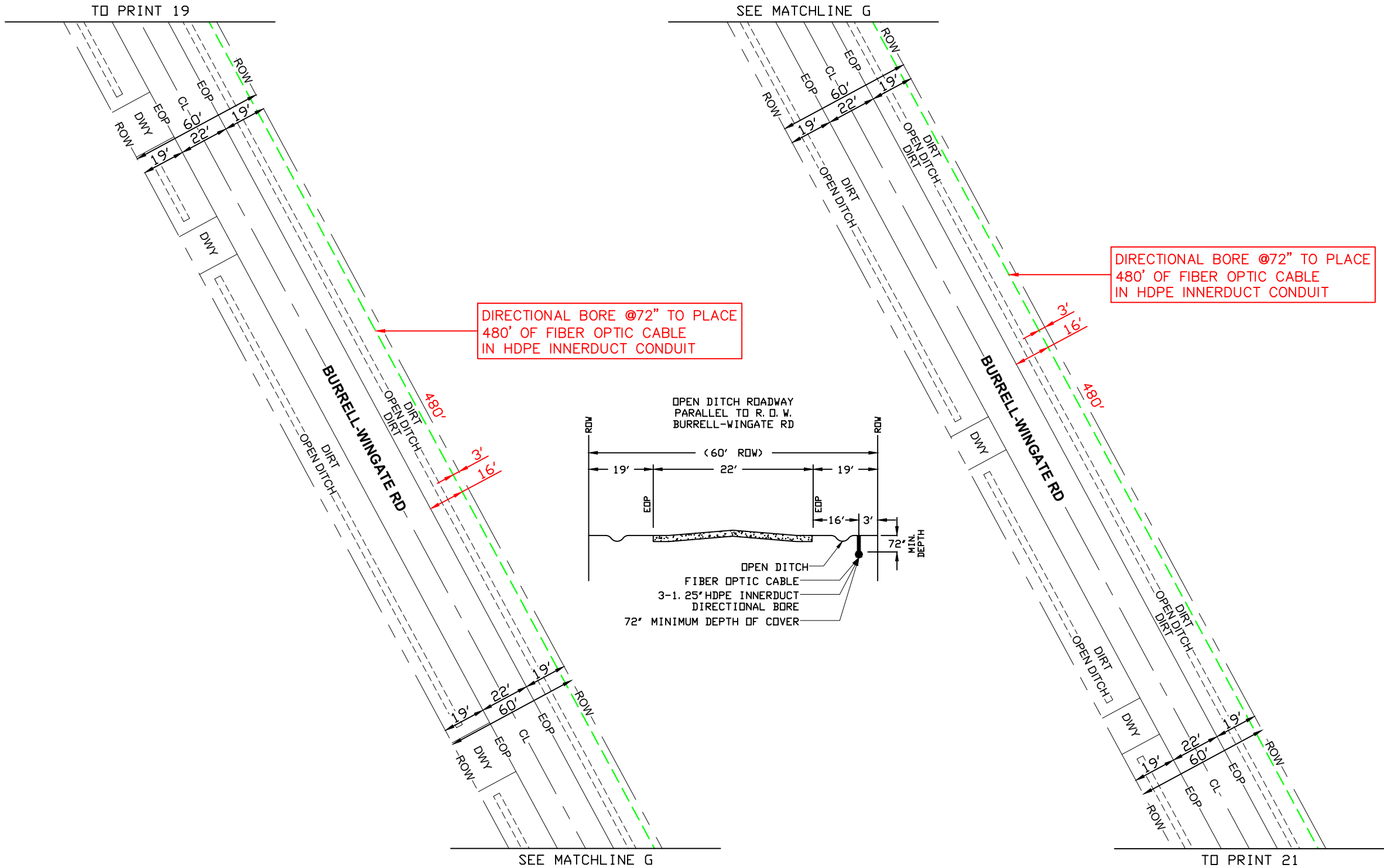
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CONSTRUCTION DRAWING



DIRECTIONAL BORE @72" TO PLACE 480' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT

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DRAWN BY: GARDHIL A. CAYBIN	PRINT: 20 OF: 67

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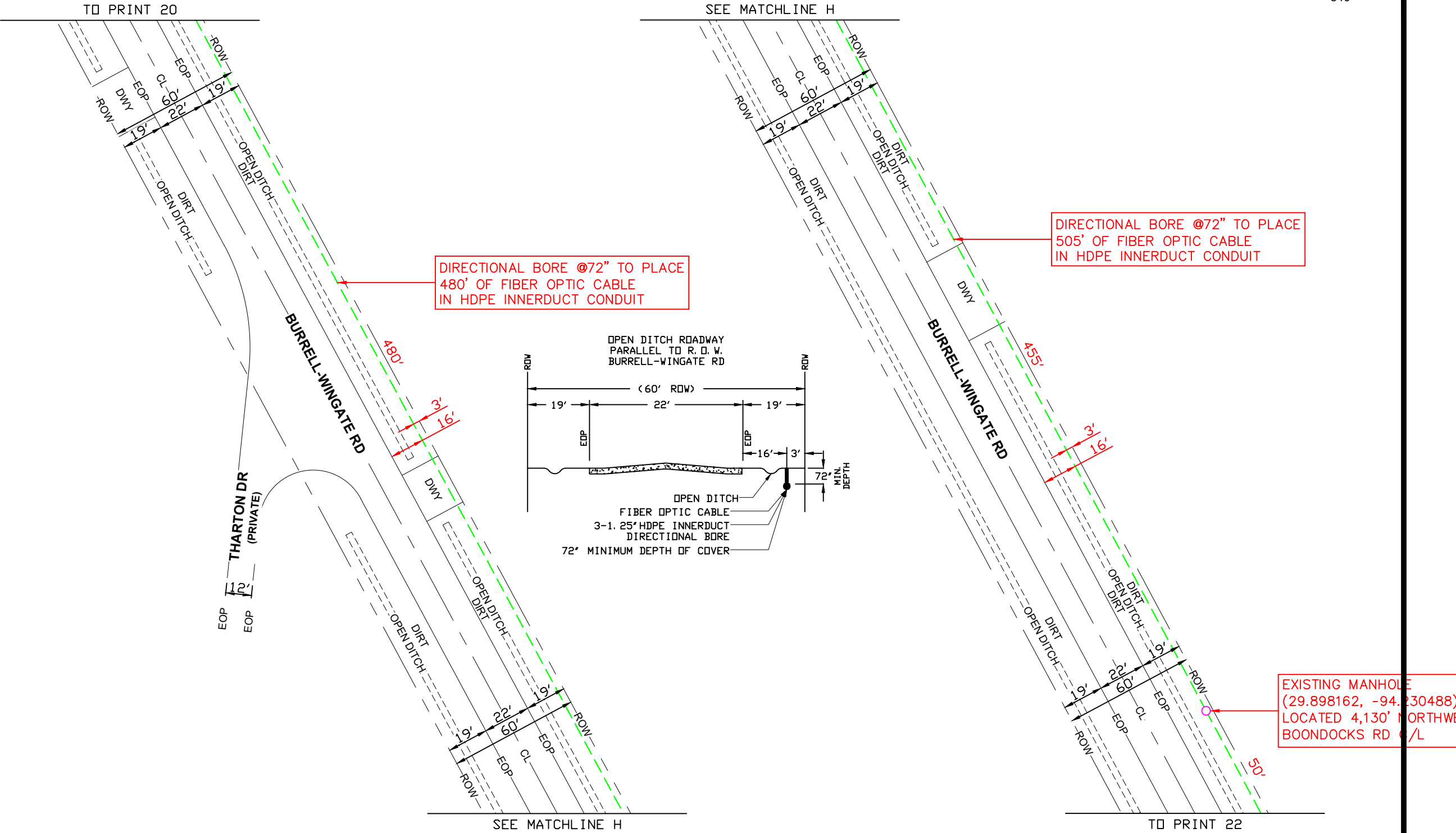
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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742		
DRAWN BY: GARDHIL A. CAYBIN	PRINT: 21	OF: 67

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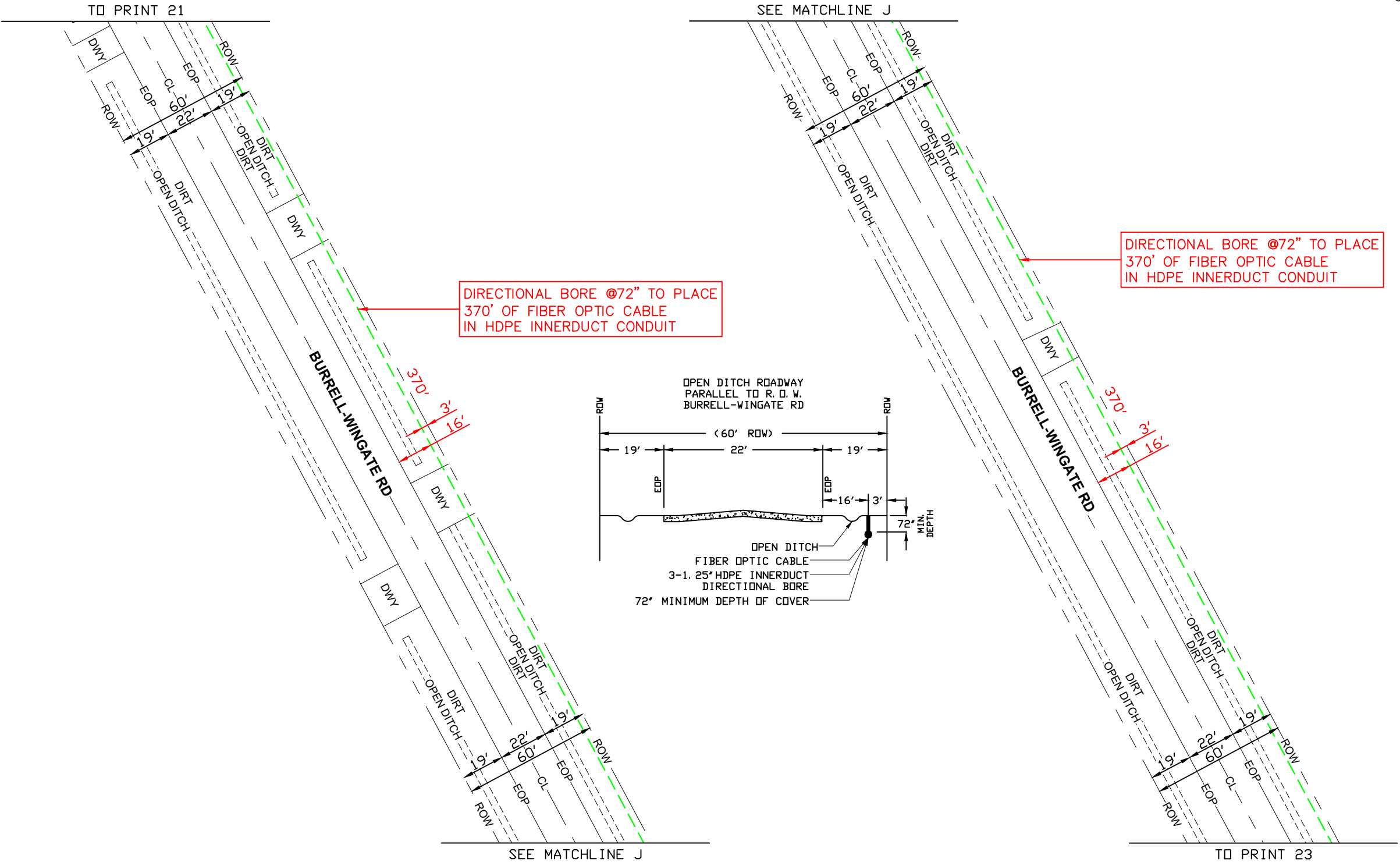
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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742	
DRAWN BY: GARDHIL A. CAYBIN	PRINT: 22 OF: 67

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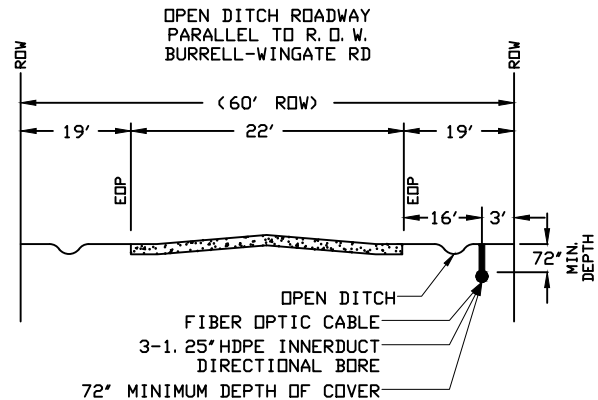
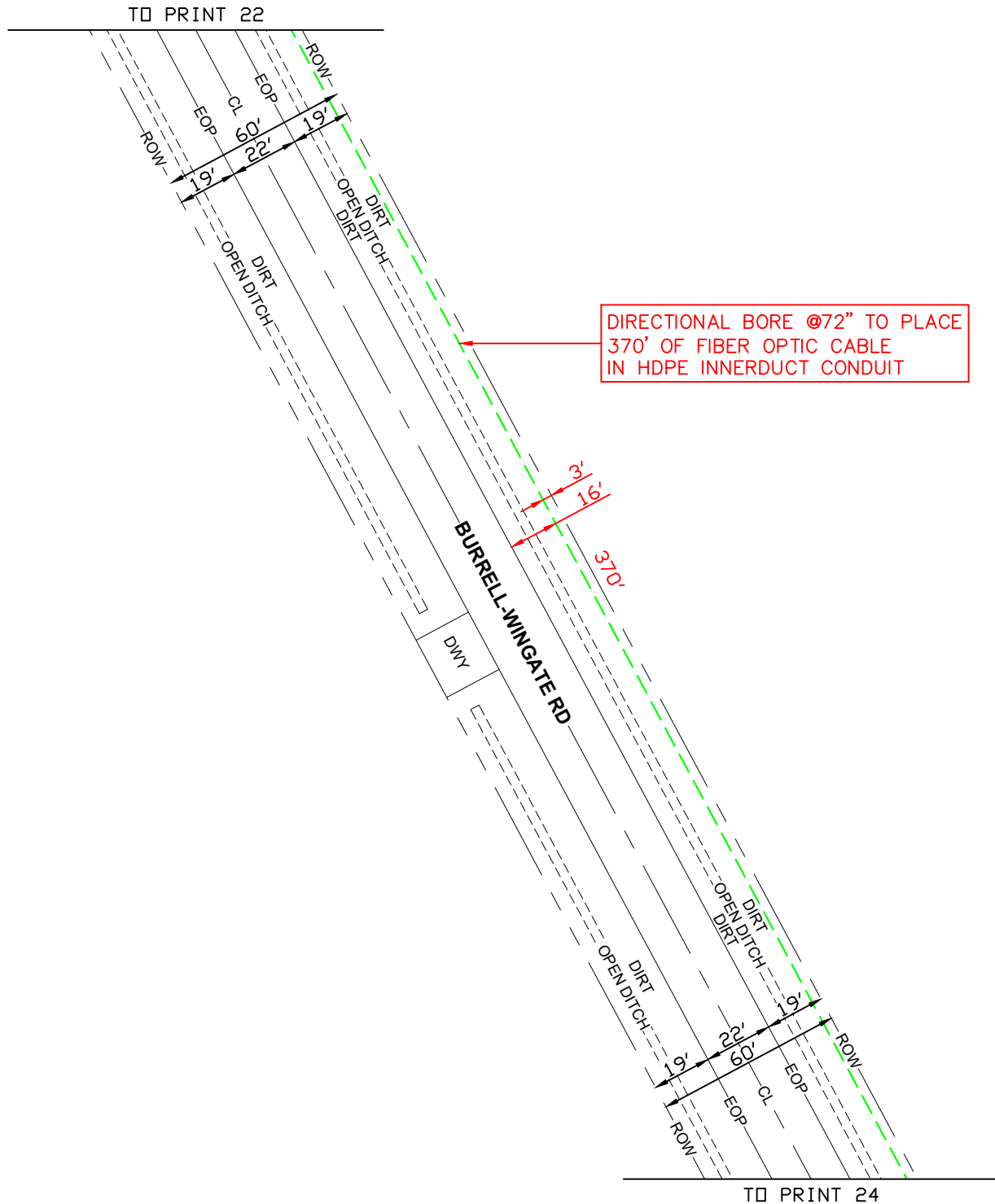
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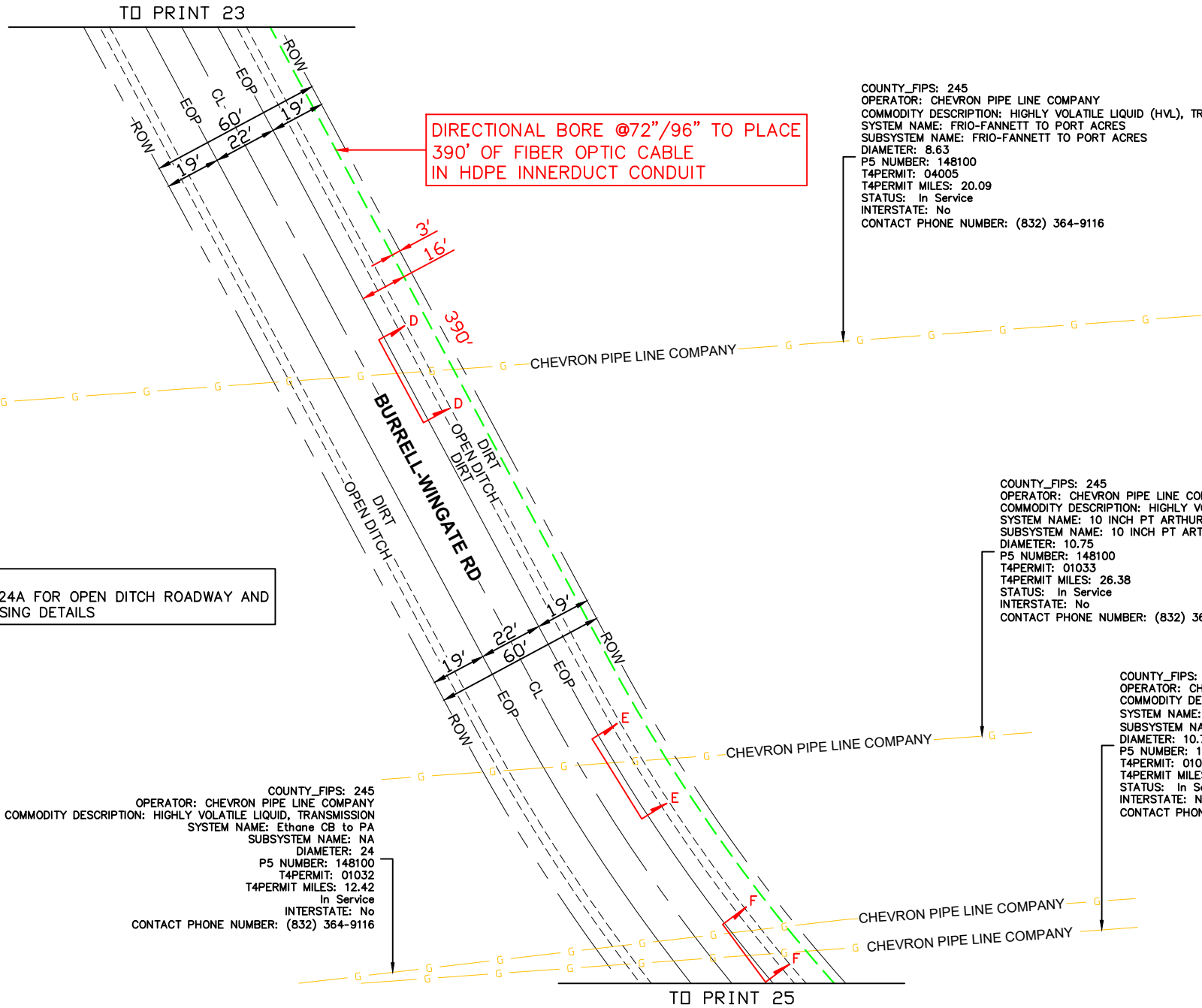
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NOTE:
SEE PRINT 24A FOR OPEN DITCH ROADWAY AND ROAD CROSSING DETAILS



COUNTY_FIPS: 245
OPERATOR: CHEVRON PIPE LINE COMPANY
COMMODITY DESCRIPTION: HIGHLY VOLATILE LIQUID (HVL), TRANSMISSION
SYSTEM NAME: FRIO-FANNETT TO PORT ACRES
SUBSYSTEM NAME: FRIO-FANNETT TO PORT ACRES
DIAMETER: 8.63
P5 NUMBER: 148100
T4PERMIT: 04005
T4PERMIT MILES: 20.09
STATUS: In Service
INTERSTATE: No
CONTACT PHONE NUMBER: (832) 364-9116

COUNTY_FIPS: 245
OPERATOR: CHEVRON PIPE LINE COMPANY
COMMODITY DESCRIPTION: HIGHLY VOLATILE LIQUID, TRANSMISSION
SYSTEM NAME: 10 INCH PT ARTHUR - MT BELVIEU TERMINAL
SUBSYSTEM NAME: 10 INCH PT ARTHUR - MT BELVIEU TERMINAL
DIAMETER: 10.75
P5 NUMBER: 148100
T4PERMIT: 01033
T4PERMIT MILES: 26.38
STATUS: In Service
INTERSTATE: No
CONTACT PHONE NUMBER: (832) 364-9116

COUNTY_FIPS: 245
OPERATOR: CHEVRON PIPE LINE COMPANY
COMMODITY DESCRIPTION: HIGHLY VOLATILE LIQUID, TRANSMISSION
SYSTEM NAME: 8\"/>

REV:	00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS:		A05AZ9V 1":50'	
11142 MAHON RD BEAUMONT, TX 77705			
DRAWING NAME:			
A05AZ9V-BYERS-11142 MAHON RD			
ENGINEER ID:	EC5030	BYERS ENGINEER:	RICHARD BLOCK
 BYERS ENGINEERING COMPANY		Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm for telecom purposes.	
13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742			
DRAWN BY:	GARDHIL A. CAYBIN		PRINT: 24 OF 67

CONSTRUCTION DRAWING

CONSTRUCTION SPECIFICATIONS

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LEGEND

PROPOSED AT&T
BURIED PLACEMENT

PROPOSED AT&T
FIBER HAND HOLE



EXISTING HANDHOLE



EXISTING MANHOLE



RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

G G

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811



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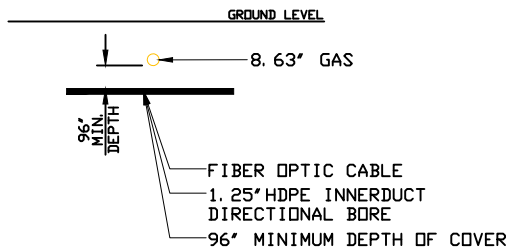
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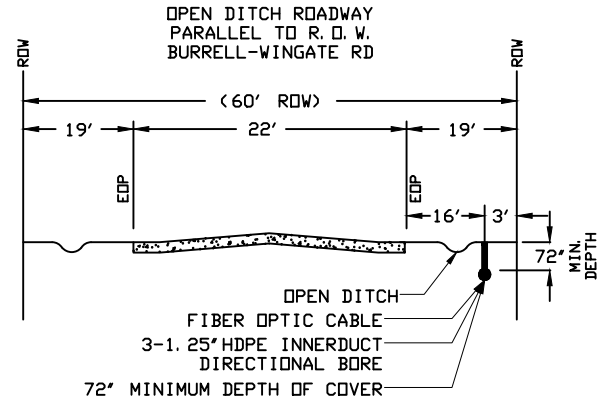
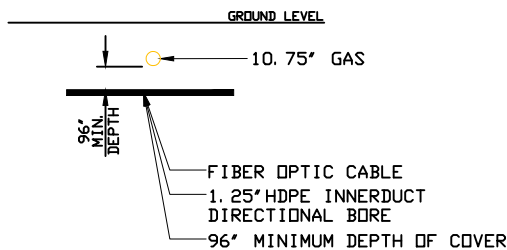
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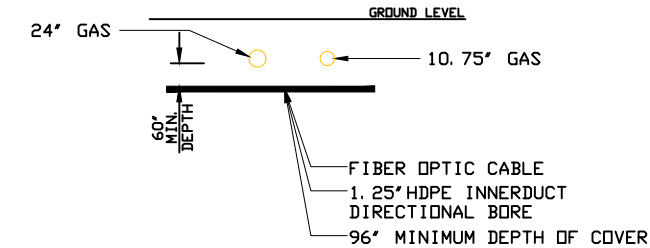
ROAD CROSSING DETAIL D-D
BURRELL-WINGATE RD



ROAD CROSSING DETAIL E-E
BURRELL-WINGATE RD



ROAD CROSSING DETAIL F-F
BURRELL-WINGATE RD



REV:	00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS:		11142 MAHON RD BEAUMONT, TX 77705	
DRAWING NAME:		A05AZ9V-BYERS-11142 MAHON RD	
ENGINEER ID:	EC5030	BYERS ENGINEER:	RICHARD BLOCK
13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742		Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm for telecom purposes.	
DRAWN BY:	GARDHIL A. CAYBIN	PRINT:	24A OF: 67

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EXISTING MANHOLE

RIGHT-OF-WAY

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CENTERLINE

OPEN DITCH

GAS LINE

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2 DAYS PRIOR
CALL 811

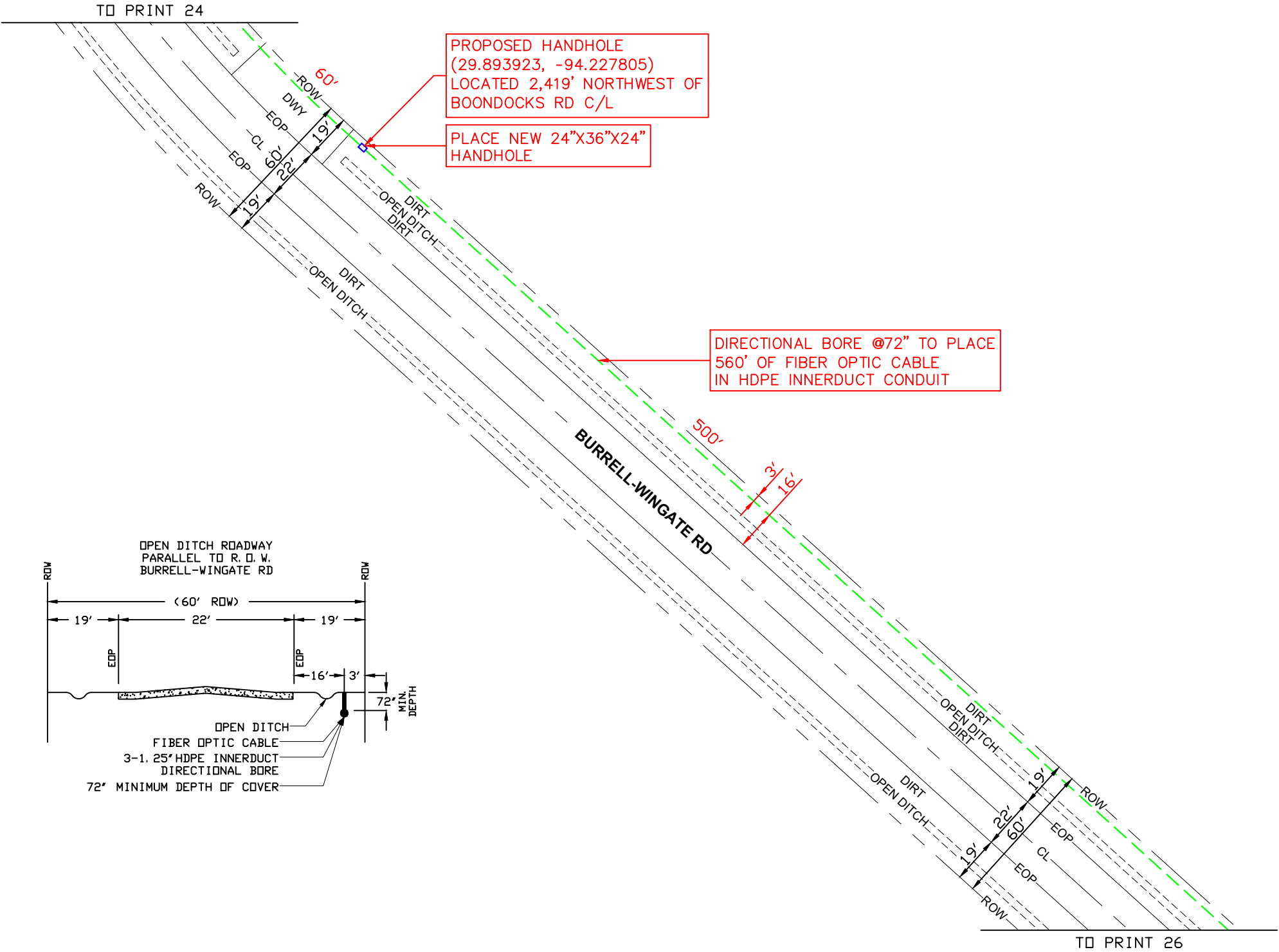


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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742			
DRAWN BY: GARDHIL A. CAYBIN	PRINT: 25	OF: 67	

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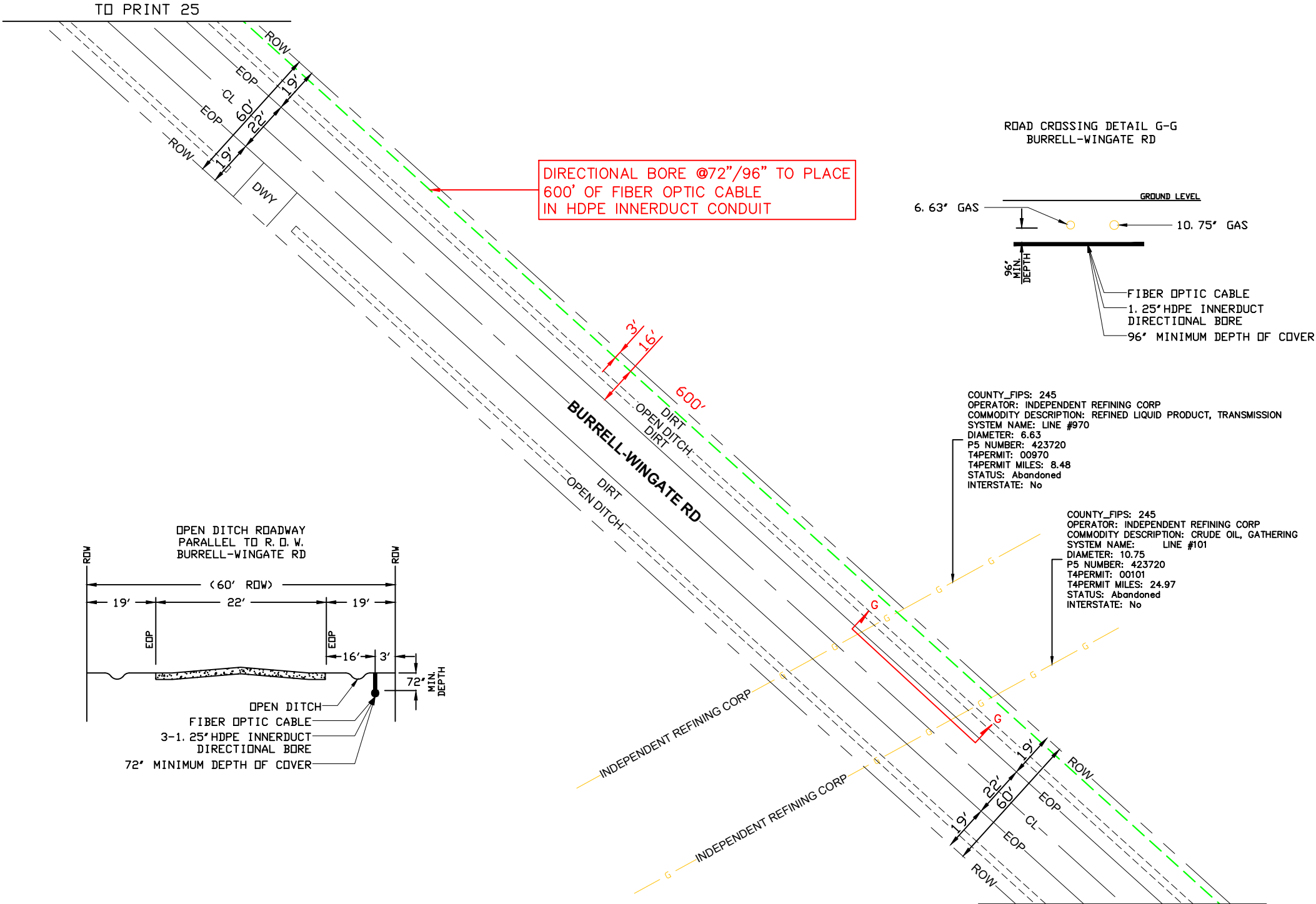


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11142 MAHON RD BEAUMONT, TX 77705		1":50'
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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742		
DRAWN BY: GARDHIL A. CAYBIN	PRINT:	26 OF 67

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PROPOSED AT&T FIBER HAND HOLE

EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

EDP

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OPEN DITCH

GAS LINE

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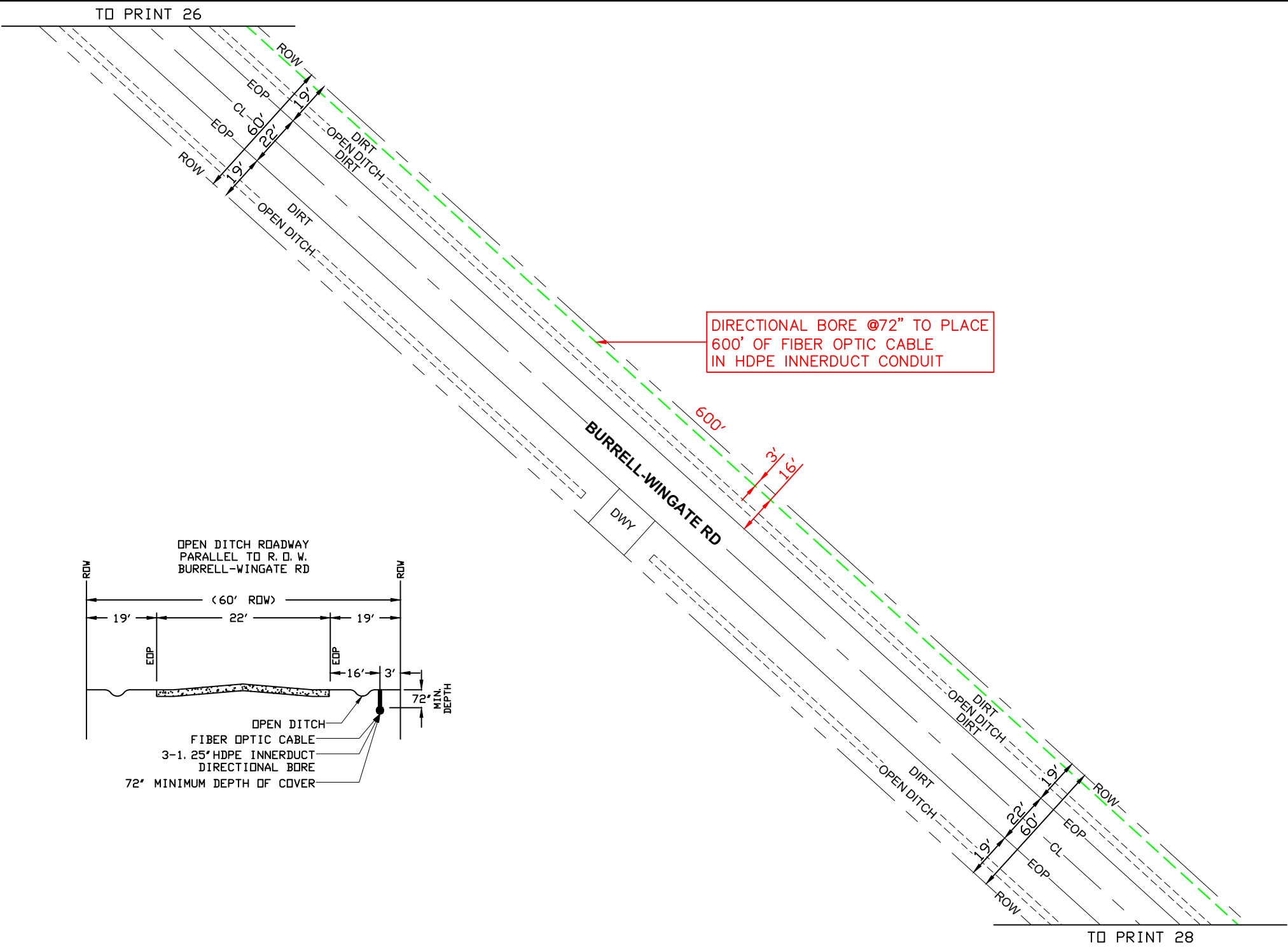


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DIRECTIONAL BORE @72" TO PLACE 600' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT

REV: 00	REVDATE: 10.2.2025		
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705		A05AZ9V 1"=50'	
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD			
ENGINEER ID: EC5030	BYERS ENGINEER: RICHARD BLOCK		
 BYERS ENGINEERING COMPANY		Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm for telecom purposes.	
		13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742	
DRAWN BY: GARDHIL A. CAYBIN	PRINT: 27	OF: 67	

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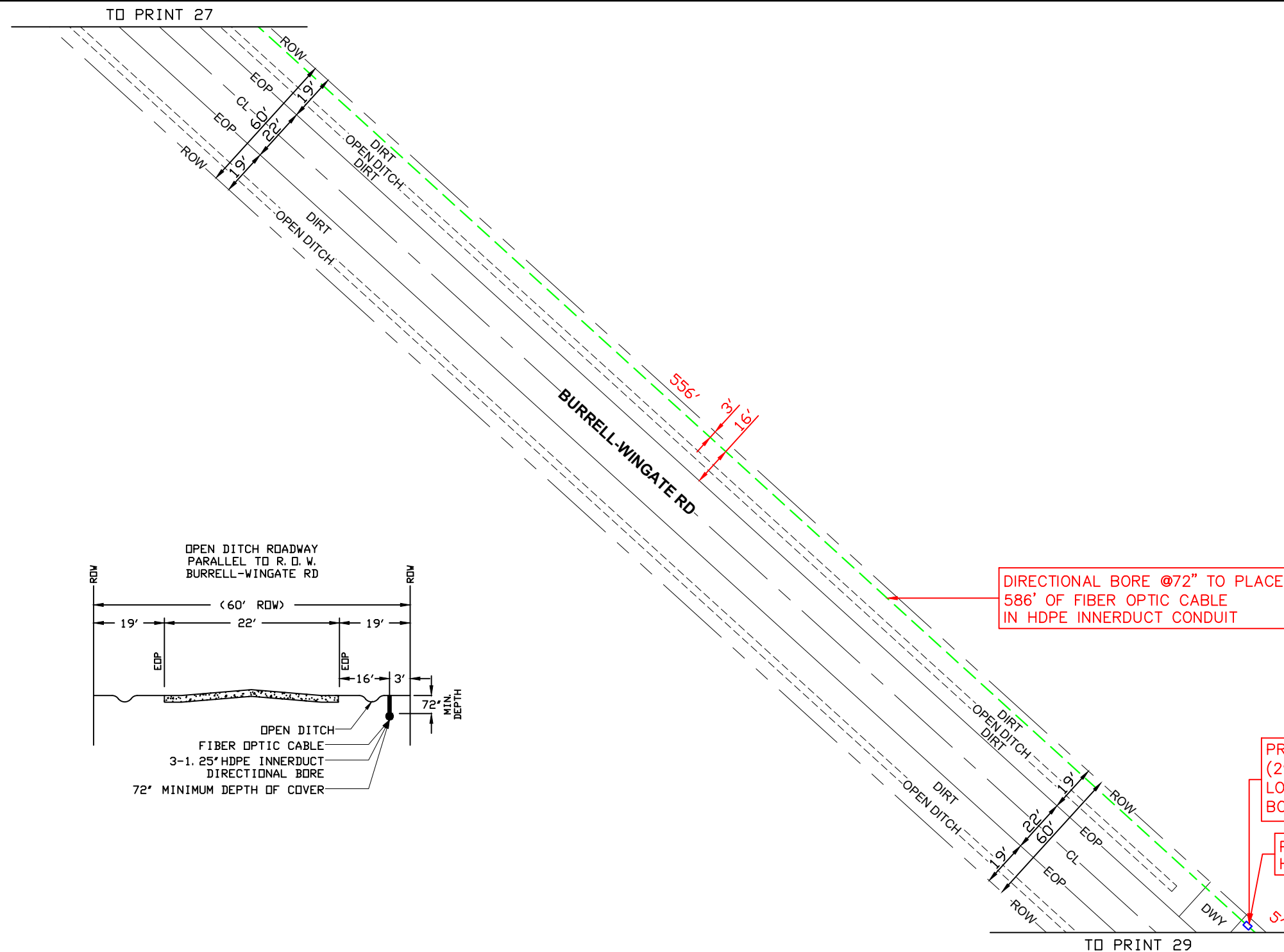
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CALL 811**



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PROJECT DESIGNATED ADDRESS:			A05AZ9V 1"=50'	
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		13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742		
		DRAWN BY: GARDHIL A. CAYBIN		
		PRINT: 28 OF: 67		

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11

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RIGHT-OF-WAY

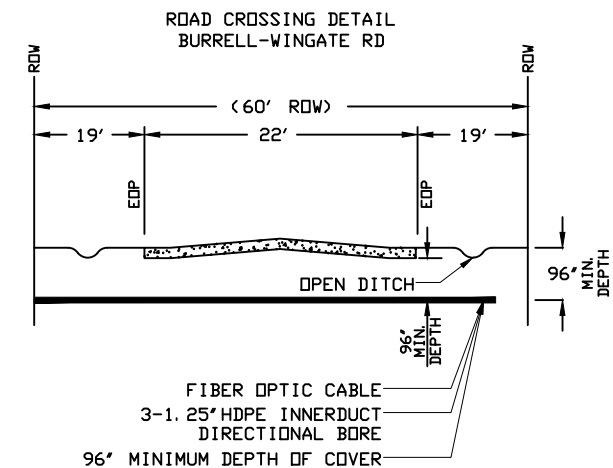
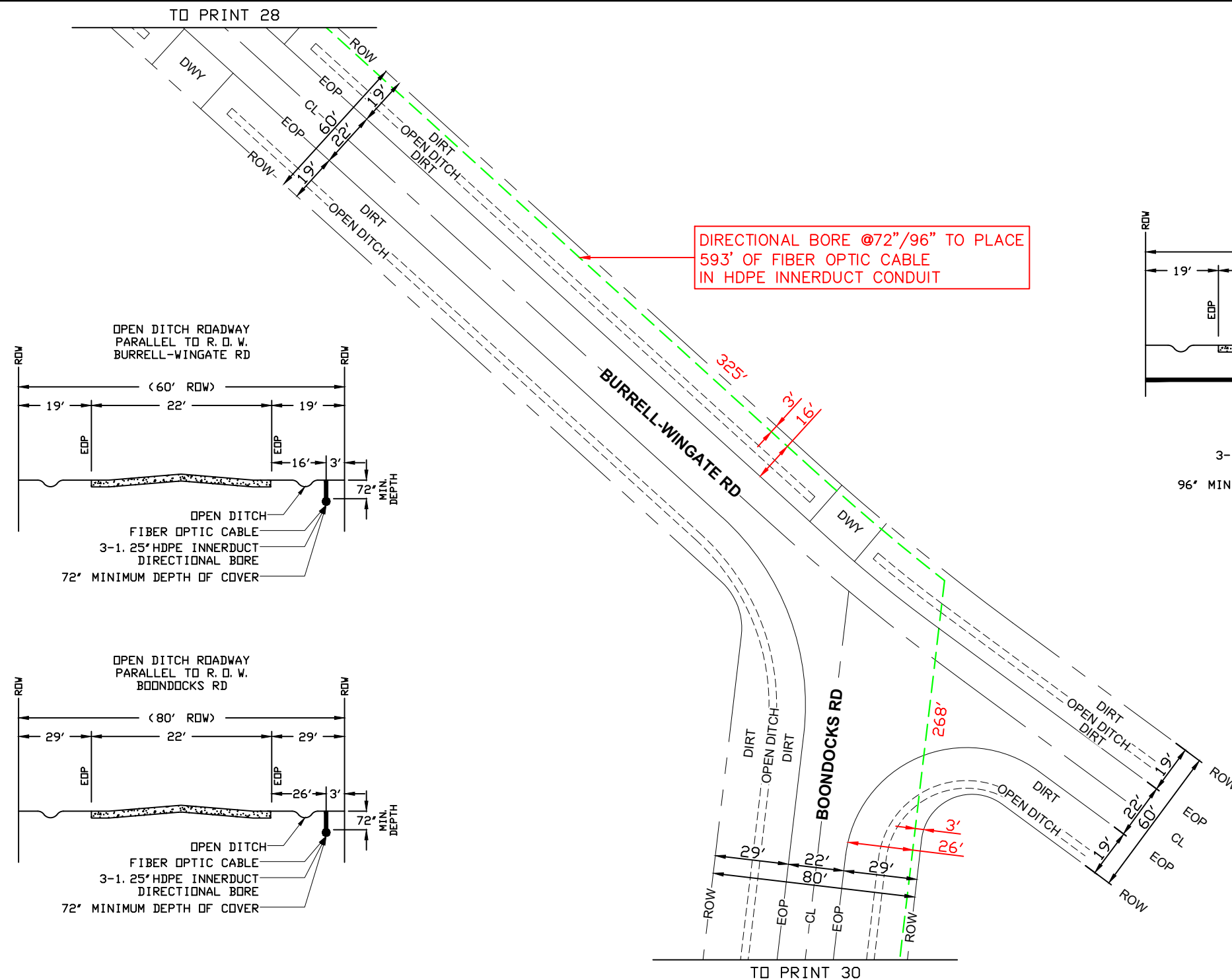
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A05AZ9V-BYERS-11142 MAHON RD					
ENGINEER ID:	EC5030	BYERS ENGINEER:	RICHARD BLOCK		
		Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm for telecom purposes.			
		13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742			
DRAWN BY:	GARDHIL A. CAYBIN	PRINT:	29	OF:	67

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 5. IF IT BECOMES NECESSARY FOR EQUIPMENT TO OPERATE ON A PORTION OF THE PAVEMENT, PRECAUTIONS SHOULD BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
 6. CONDITION OF ROADUPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.
 7. MIN DEPTH TO TOP OF CABLE OR CONDUIT IS TO BE 96" BELOW CROWN OF ROAD AND 72" BELOW ANY ROADSIDE OPEN DITCH.

LEGEND

PROPOSED AT&T BURIED PLACEMENT

PROPOSED AT&T FIBER HAND HOLE

EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811

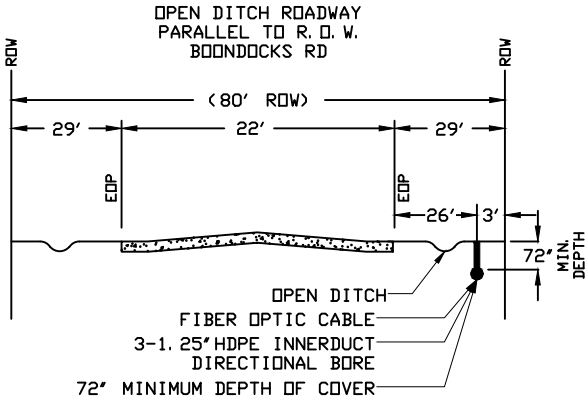
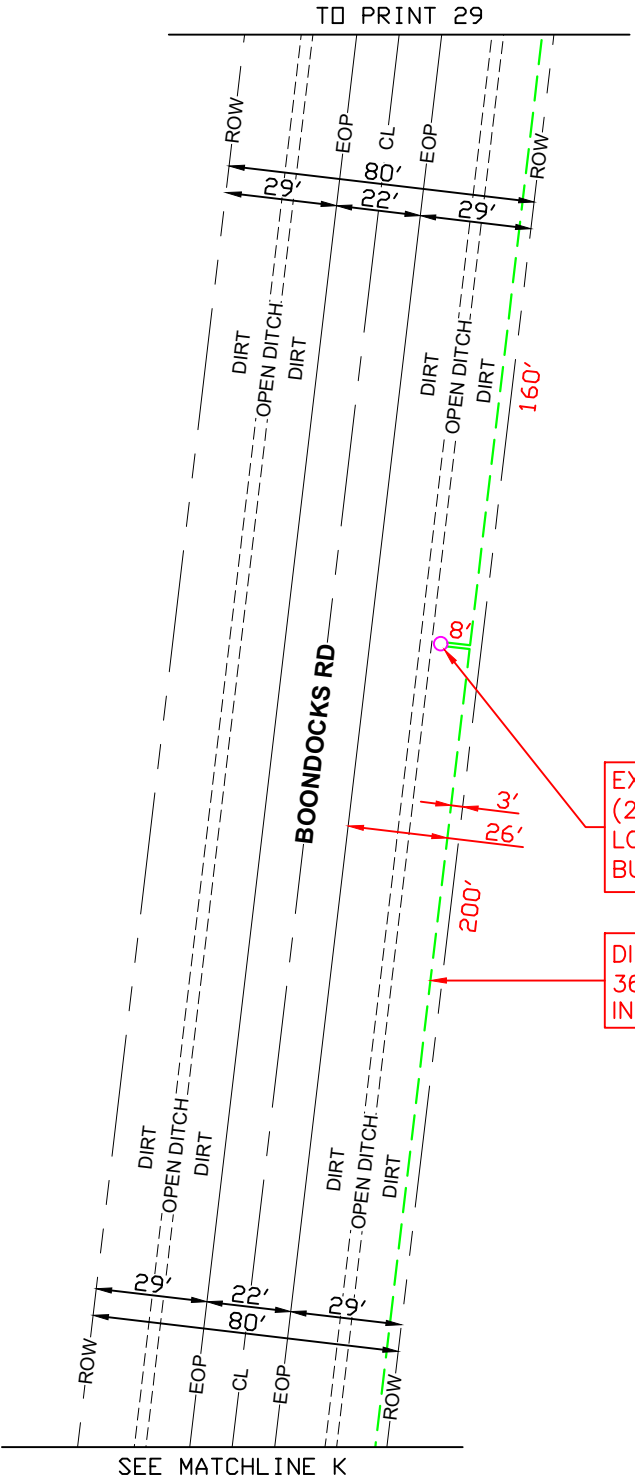


DEPTH OF COVER NOTE:
-WHEN PLACING PARALLEL/ALONG ANY ROAD, ENSURE 72" DEPTH OF COVER.
-WHILE CROSSING ANY ROAD OR PAVED SURFACE, DEPTH OF COVER SHALL BE 96"
-FOR DITCHES, DEPTH OF COVER MUST BE 72" AS MEASURED FROM MAX DEPTH FLOW LINE.

UTILITY CROSSING NOTE:
ALL FACILITY UTILITY CROSSINGS ARE SHOWN AT APPROXIMATELY 90 DEGREES TO THE CENTERLINE AND SHALL BE INSTALLED AT APPROXIMATELY 90 DEGREES TO THE CENTERLINE IN ACCORDANCE WITH TEXAS ADMINISTRATIVE CODE CHAPTER 21 (RIGHT OF WAY), SUBCHAPTER C (UTILITY ACCOMMODATION) RULE 21.37 (DESIGN)

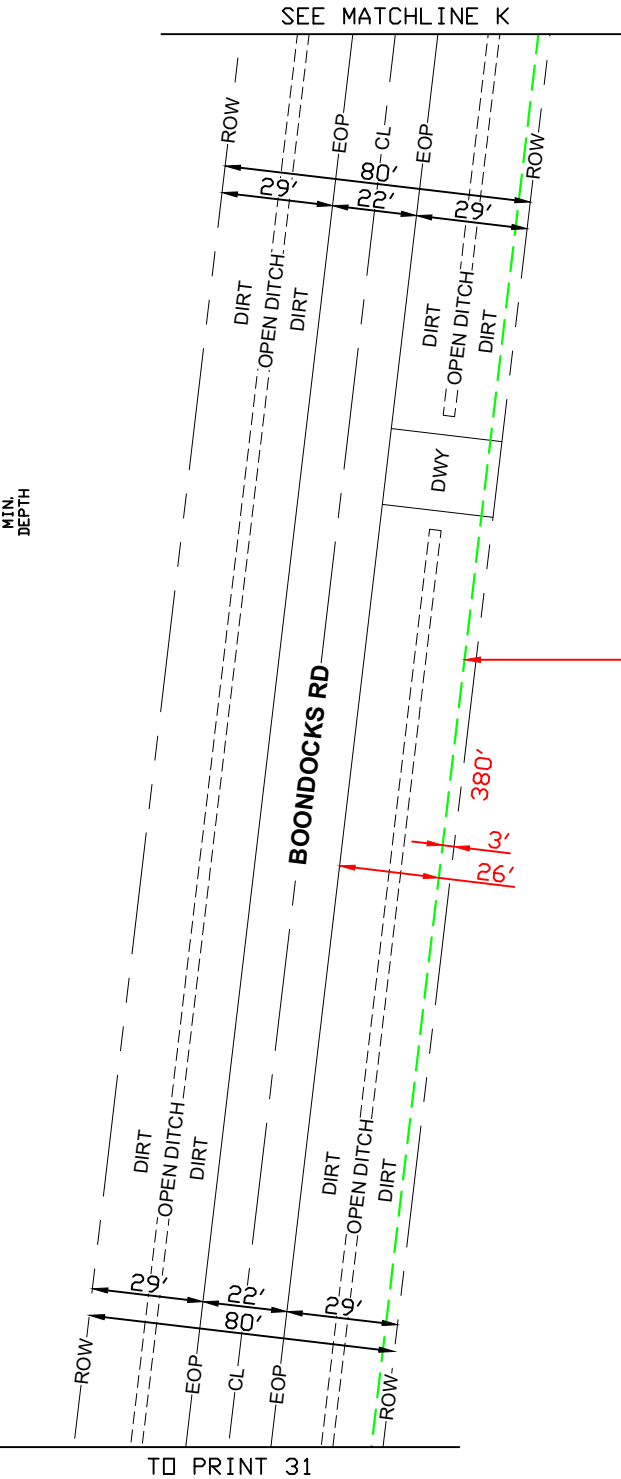
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CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD - LATEST EDITION WITH REVISIONS) DURING CONSTRUCTION. NO LANES SHALL BE BLOCKED DURING CONSTRUCTION.

NOTE:
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EXISTING MANHOLE
(29.888524, -94.222279)
LOCATED 285' SOUTHWEST OF
BURRELL-WINGATE RD C/L

DIRECTIONAL BORE @72" TO PLACE
368' OF FIBER OPTIC CABLE
IN HDPE INNERDUCT CONDUIT



DIRECTIONAL BORE @72" TO PLACE
380' OF FIBER OPTIC CABLE
IN HDPE INNERDUCT CONDUIT

REV: 00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705		A05AZ9V 1":50'
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD		
ENGINEER ID: EC5030	BYERS ENGINEER:	RICHARD BLOCK
 Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm for telecom purposes.		
13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742		
DRAWN BY: GARDHIL A. CAYBIN	PRINT:	30 OF 67

CONSTRUCTION DRAWING

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LEGEND

PROPOSED AT&T BURIED PLACEMENT

PROPOSED AT&T FIBER HAND HOLE

EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811

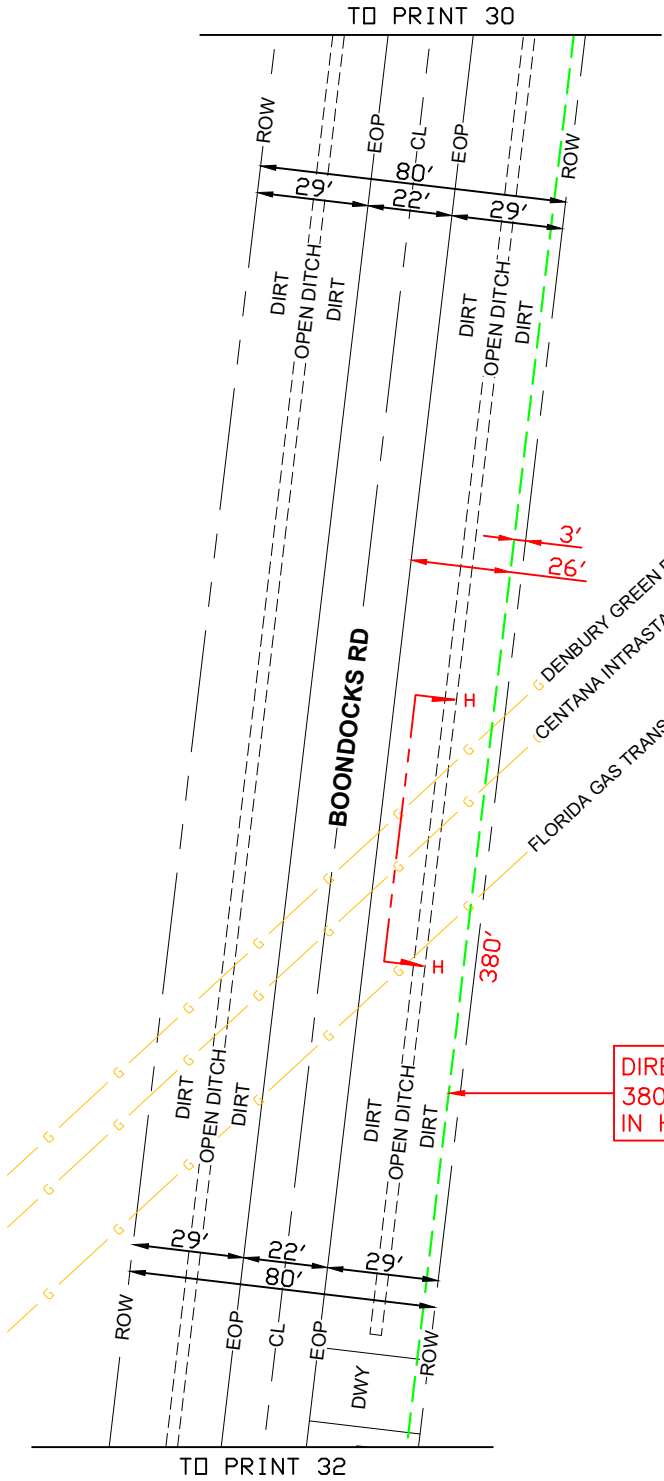
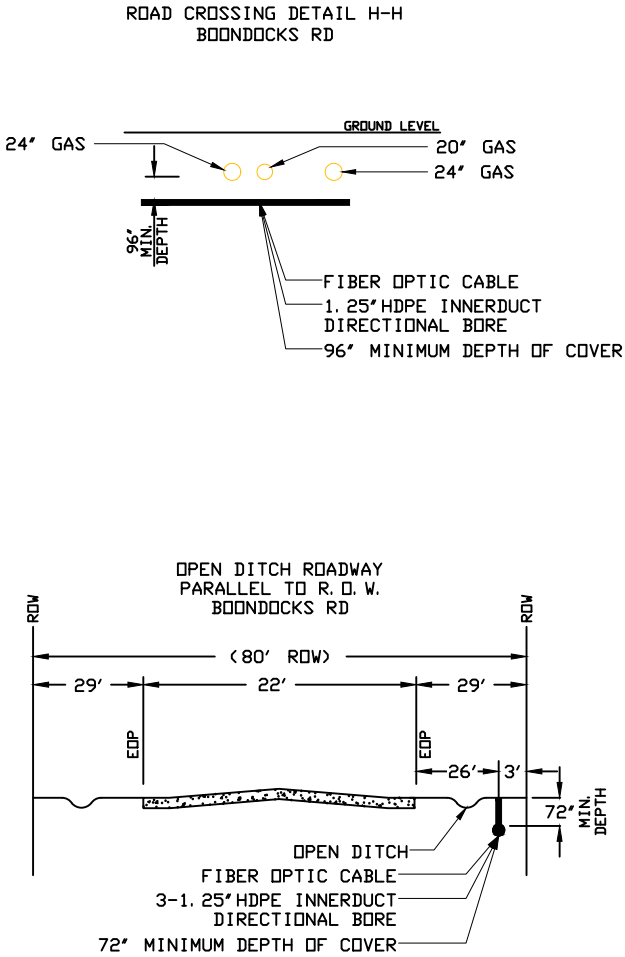


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DIRECTIONAL BORE @72"/96" TO PLACE 380' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT

COUNTY_FIPS: 245
OPERATOR: DENBURY GREEN PIPELINE-TEXAS,LLC
COMMODITY DESCRIPTION: CARBON DIOXIDE, TRANSMISSION
SYSTEM NAME: GREEN PIPELINE
SUBSYSTEM NAME: GREEN PIPELINE - TX
DIAMETER: 24
P5 NUMBER: 215337
T4PERMIT: 07737
T4PERMIT MILES: 2.96
STATUS: In Service
INTERSTATE: Yes
CONTACT PHONE NUMBER: (214) 354-6186

COUNTY_FIPS: 245
OPERATOR: CENTANA INTRASTATE PIPELINE, LLC
COMMODITY DESCRIPTION: NATURAL GAS, GATHERING
SYSTEM NAME: CIPCO
SUBSYSTEM NAME: CIPCO
DIAMETER: 20
P5 NUMBER: 141012
T4PERMIT: 04865
T4PERMIT MILES: 0.5
STATUS: In Service
INTERSTATE: No

COUNTY_FIPS: 245
OPERATOR: FLORIDA GAS TRANSMISSION CO, LLC
COMMODITY DESCRIPTION: NATURAL GAS, TRANSMISSION
SYSTEM NAME: STA 04 BOLING
SUBSYSTEM NAME: TXMWA4 MAINLINE STA 04 STA 06
DIAMETER: 24
P5 NUMBER: 273994
T4PERMIT: 00201
T4PERMIT MILES: 3.42
STATUS: In Service
INTERSTATE: Yes
CONTACT PHONE NUMBER: (713) 989-7670

REV:	00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS:		A05AZ9V 1":50'	
11142 MAHON RD BEAUMONT, TX 77705			
DRAWING NAME:			
A05AZ9V-BYERS-11142 MAHON RD			
ENGINEER ID:	EC5030	BYERS ENGINEER:	RICHARD BLOCK
		Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm for telecom purposes.	
13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742			
DRAWN BY:	GARDHIL A. CAYBIN		PRINT: 31 OF: 67

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LEGEND

PROPOSED AT&T BURIED PLACEMENT

PROPOSED AT&T FIBER HAND HOLE

EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

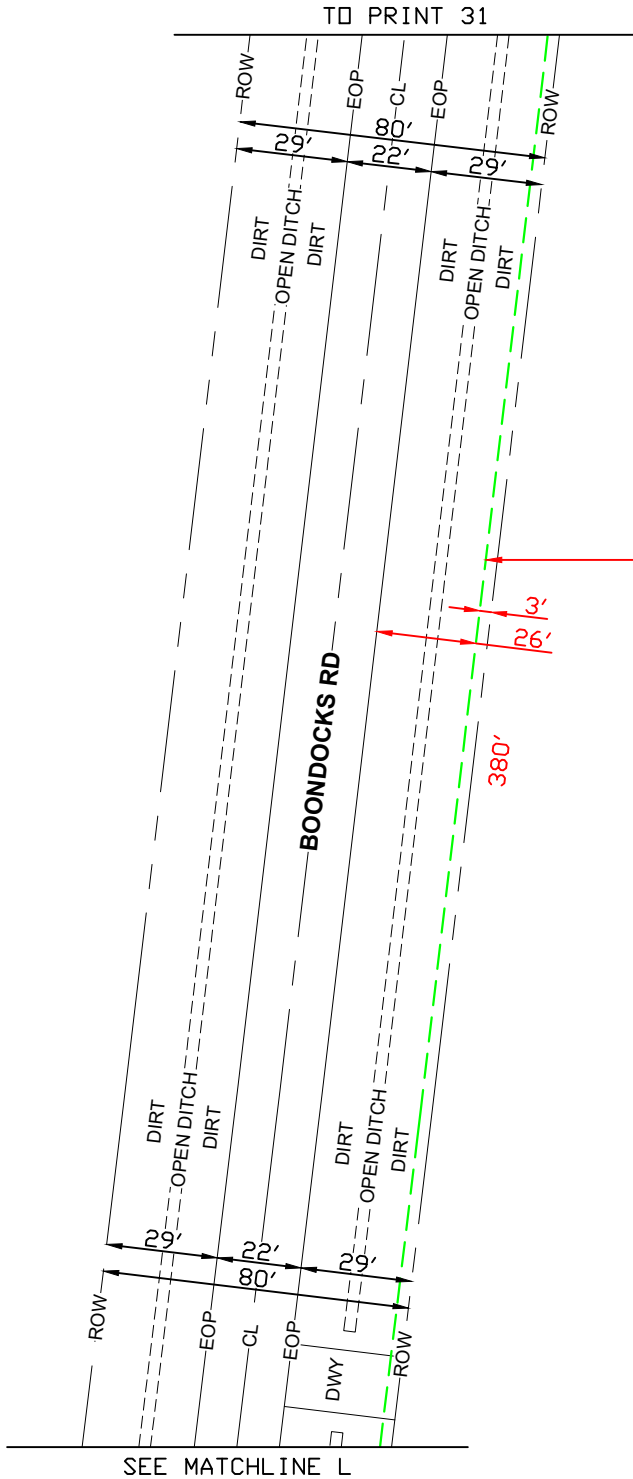
EOP

CENTERLINE

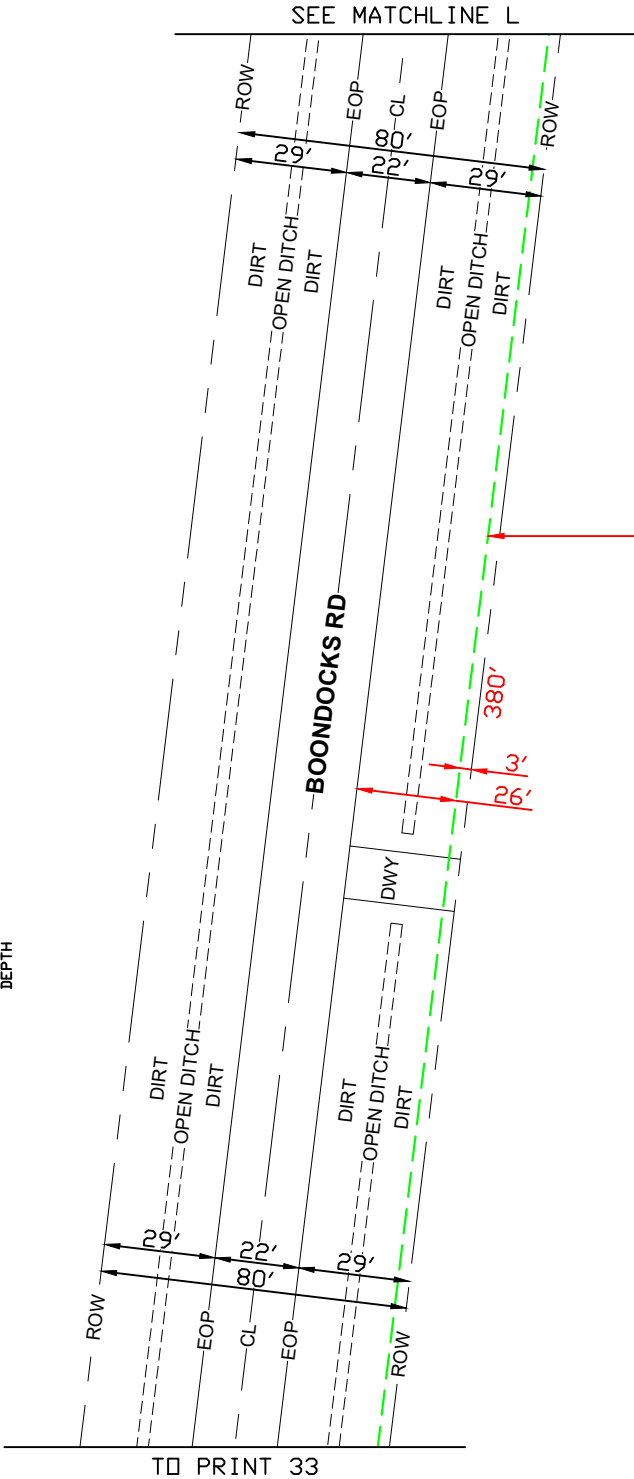
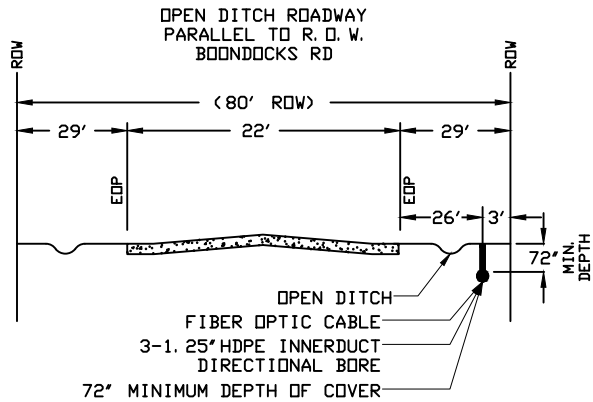
OPEN DITCH

GAS LINE

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811



DIRECTIONAL BORE @72" TO PLACE 380' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT



DIRECTIONAL BORE @72" TO PLACE 380' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT

DEPTH OF COVER NOTE:
-WHEN PLACING PARALLEL/ALONG ANY ROAD, ENSURE 72" DEPTH OF COVER.
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EXPOSE ALL UTILITIES IN AREA BEFORE CROSSING.

CONSTRUCTION DRAWING

REV:	00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS:		11142 MAHON RD BEAUMONT, TX 77705	
DRAWING NAME:		A05AZ9V-BYERS-11142 MAHON RD	
ENGINEER ID:	EC5030	BYERS ENGINEER:	RICHARD BLOCK
13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742		Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm for telecom purposes.	
DRAWN BY:	GARDHIL A. CAYBIN	PRINT:	32 OF: 67

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LEGEND

PROPOSED AT&T BURIED PLACEMENT

PROPOSED AT&T FIBER HAND HOLE

EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811

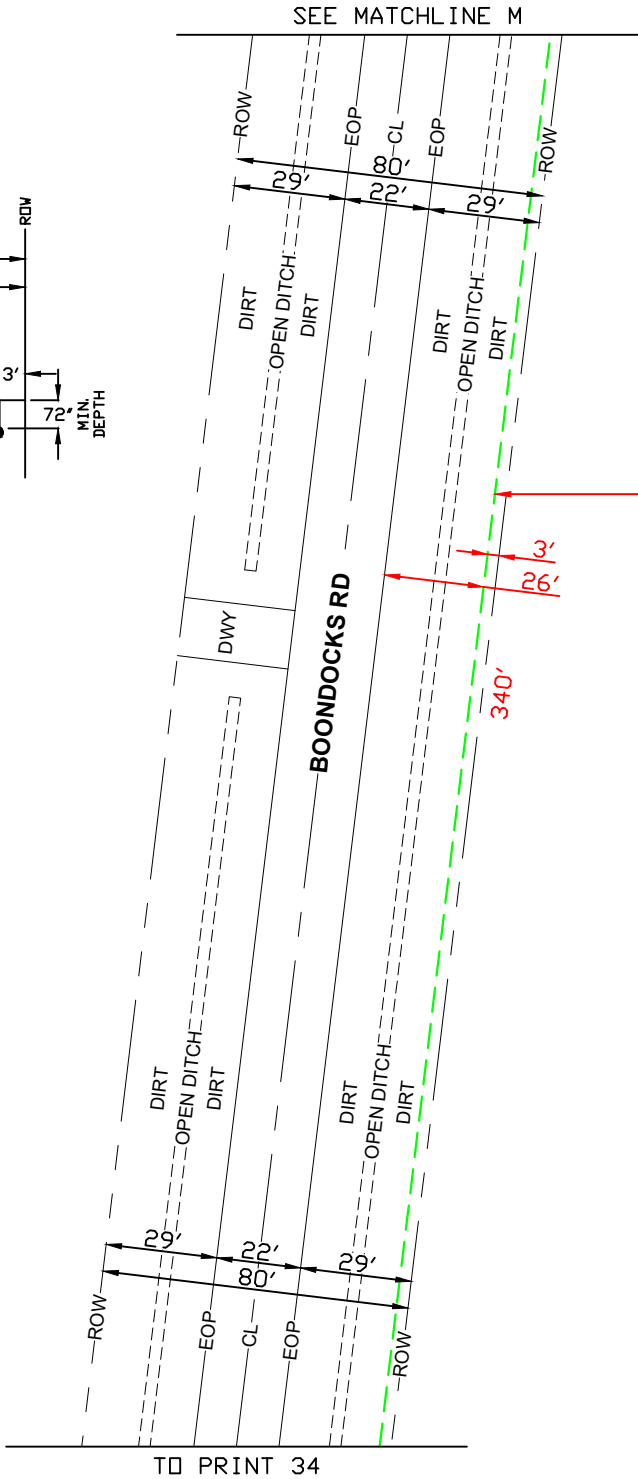
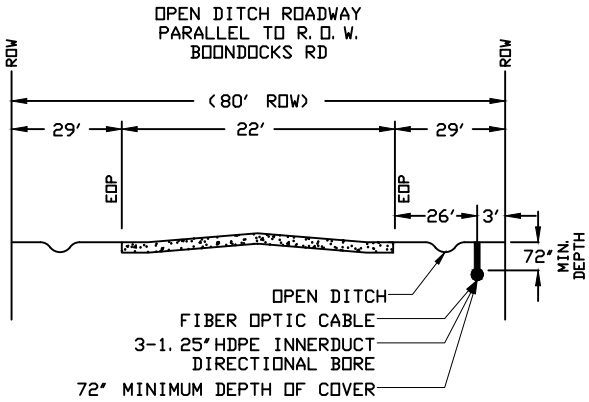
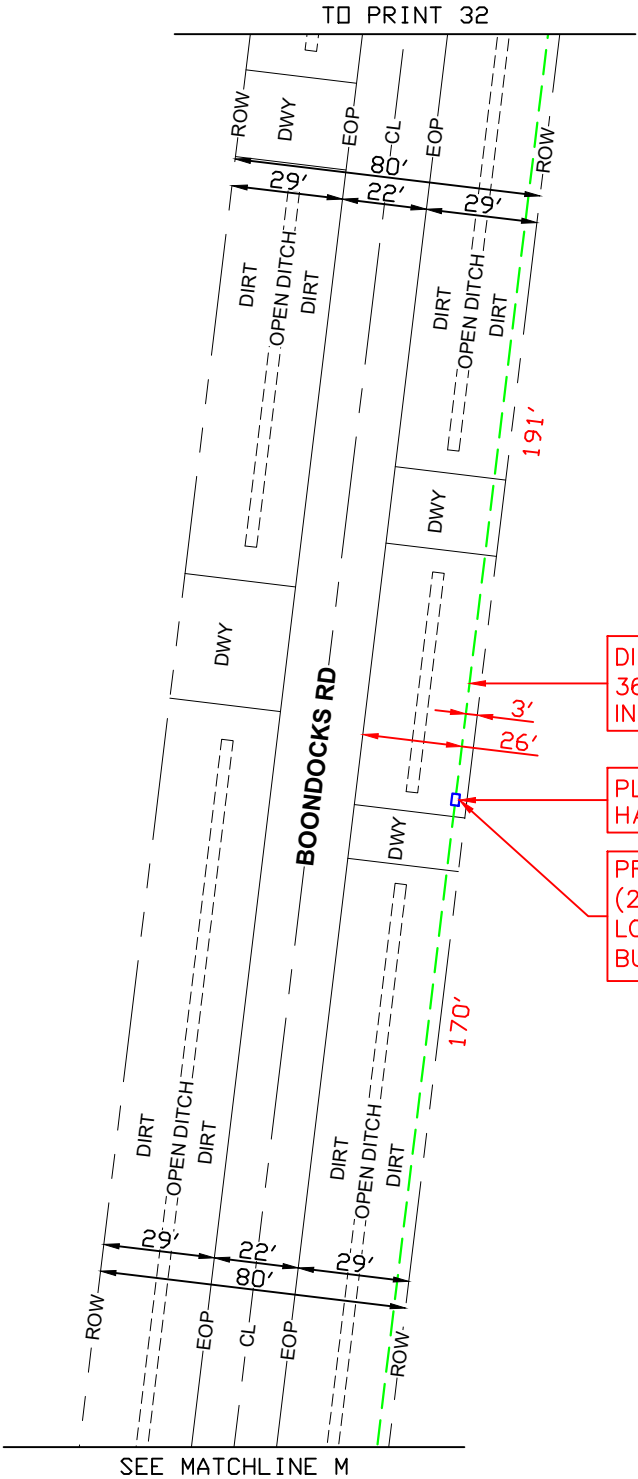


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DIRECTIONAL BORE @72" TO PLACE 340' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT

DIRECTIONAL BORE @72" TO PLACE 361' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT

PLACE NEW 24"X36"X24" HANDHOLE

PROPOSED HANDHOLE (29.883364, -94.222998) LOCATED 2,170' SOUTHWEST OF BURRELL-WINGATE RD C/L

REV: 00	REVDATE: 10.2.2025
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705	
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD	
ENGINEER ID: EC5030	BYERS ENGINEER: RICHARD BLOCK
BYERS ENGINEERING COMPANY	
Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm for telecom purposes.	
13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742	
DRAWN BY: GARDHIL A. CAYBIN	PRINT: 33 OF: 67

CONSTRUCTION DRAWING

CONSTRUCTION SPECIFICATIONS

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LEGEND

PROPOSED AT&T
BURIED PLACEMENT

PROPOSED AT&T
FIBER HAND HOLE



EXISTING HANDHOLE



EXISTING MANHOLE



RIGHT-OF-WAY

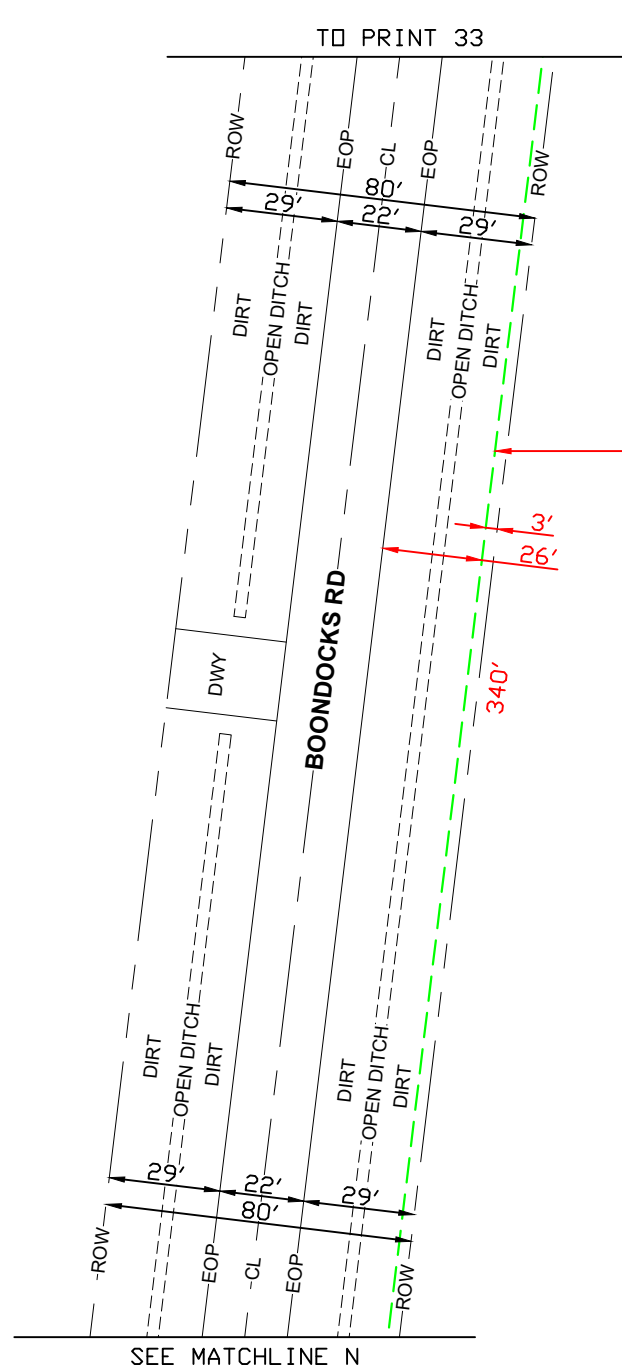
EOP

CENTERLINE

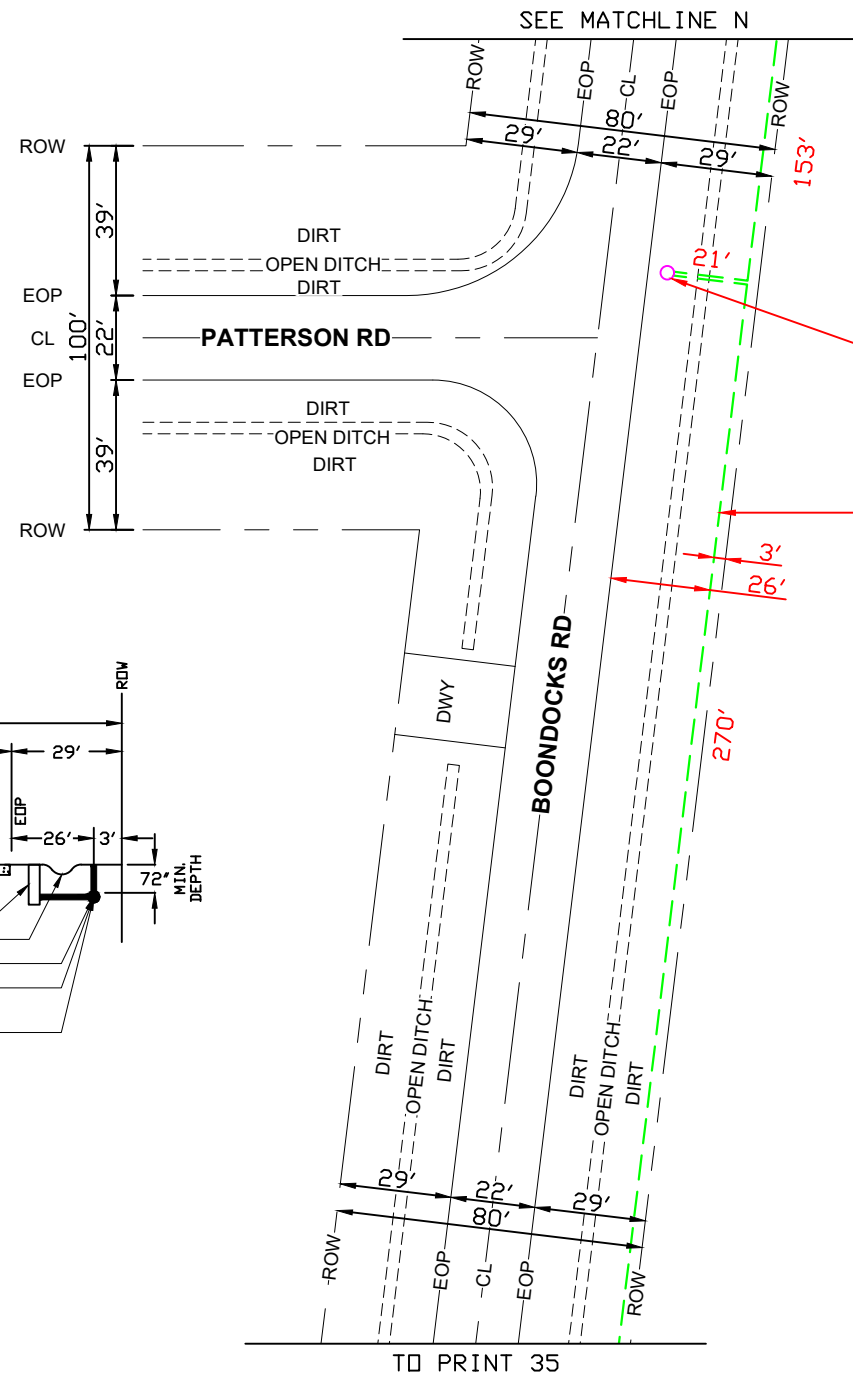
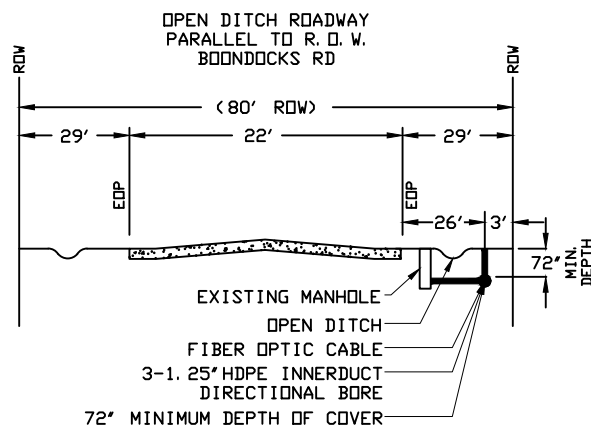
OPEN DITCH

GAS LINE

G G



DIRECTIONAL BORE @72" TO PLACE
340' OF FIBER OPTIC CABLE
IN HDPE INNERDUCT CONDUIT



EXISTING MANHOLE
(29.880807, -94.223448)
LOCATED 17' NORTHEAST OF
PATTERSON RD C/L

DIRECTIONAL BORE @72" TO PLACE
444' OF FIBER OPTIC CABLE
IN HDPE INNERDUCT CONDUIT

DEPTH OF COVER NOTE:

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BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811



CONSTRUCTION DRAWING

REV: 00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705		A05AZ9V 1":50'
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD		
ENGINEER ID: EC5030	BYERS ENGINEER:	RICHARD BLOCK
Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm for telecom purposes.		
13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742		
DRAWN BY: GARDHIL A. CAYBIN	PRINT:	34 OF 67

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PROPOSED AT&T FIBER HAND HOLE

EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

EOP

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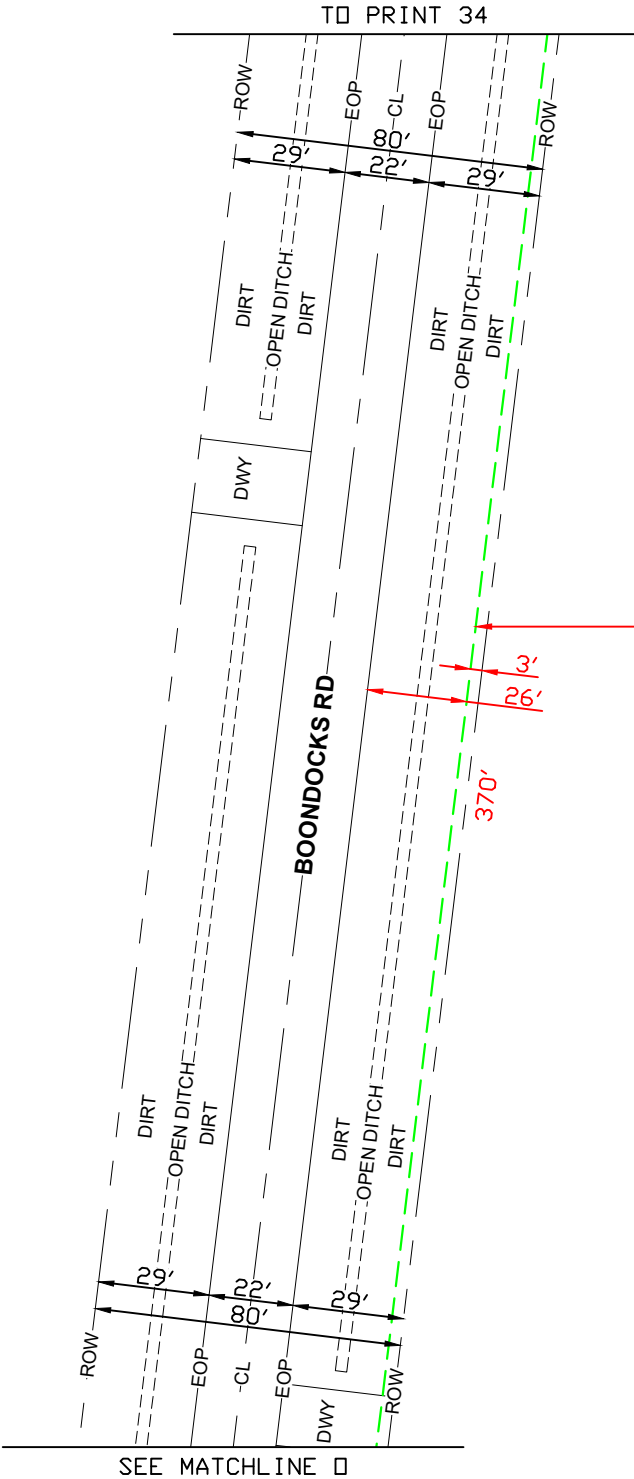


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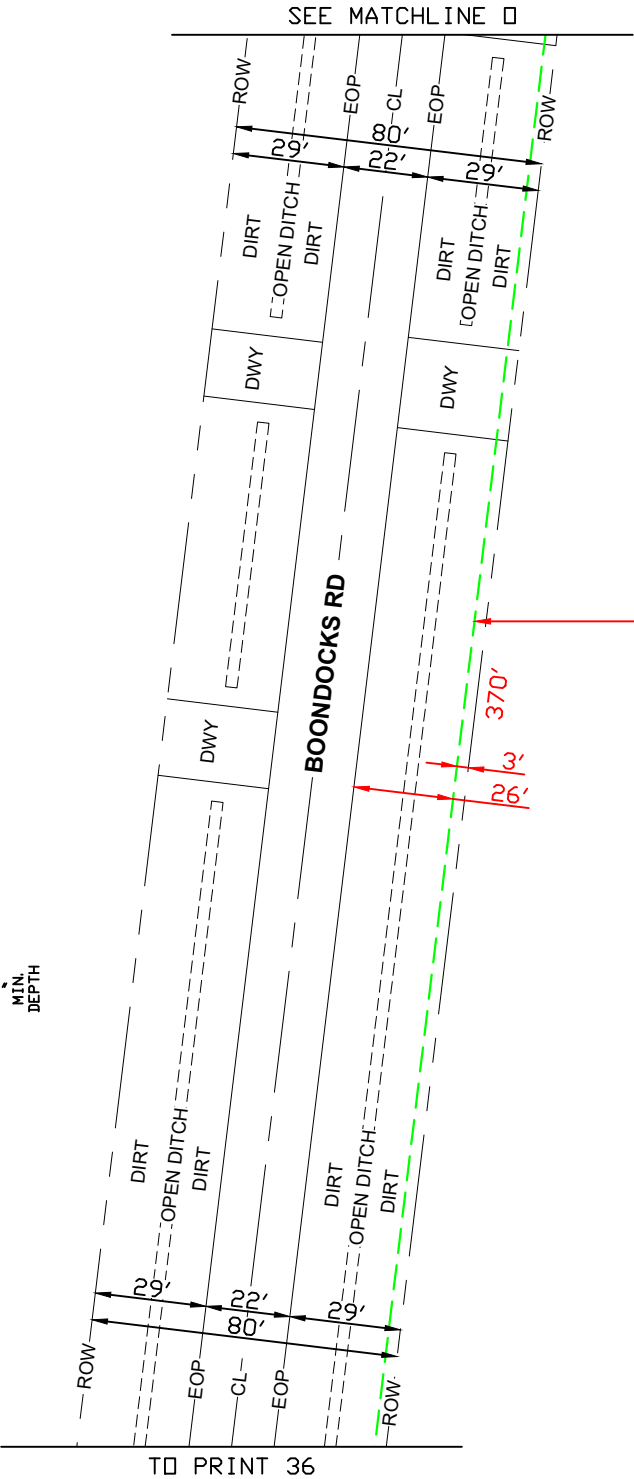
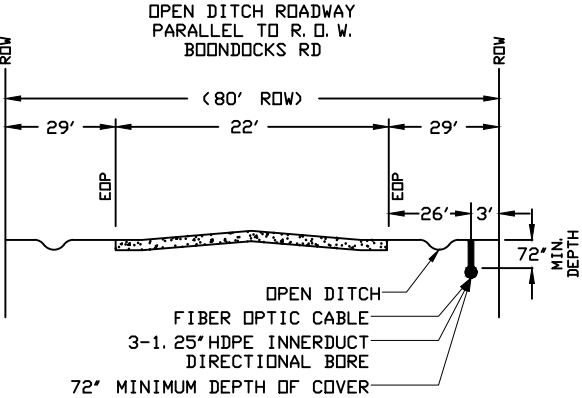
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NOTE:
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EXPOSE ALL UTILITIES IN AREA BEFORE CROSSING.



DIRECTIONAL BORE @72" TO PLACE 370' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT



DIRECTIONAL BORE @72" TO PLACE 370' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT

REV: 00		REVDATE: 10.2.2025	
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705		A05AZ9V 1":50'	
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD			
ENGINEER ID:	EC5030	BYERS ENGINEER:	RICHARD BLOCK
		Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/html/OC.1001.htm for telecom purposes.	
13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742			
DRAWN BY:	GARDHIL A. CAYBIN		PRINT: 35 OF: 67

- CONSTRUCTION SPECIFICATIONS
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 3. OPEN DITCHES TO BE OPENED AT THE END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
 4. ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ADEQUATE FLAGMEN, SIGNS, SIGNALS, ETC. TO PROVIDE COMPLETE SAFETY TO THE PUBLIC.
 5. IF IT BECOMES NECESSARY FOR EQUIPMENT TO OPERATE ON A PORTION OF THE PAVEMENT, PRECAUTIONS SHOULD BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
 6. CONDITION OF ROADUPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.
 7. MIN DEPTH TO TOP OF CABLE OR CONDUIT IS TO BE 96" BELOW CROWN OF ROAD AND 72" BELOW ANY ROADSIDE OPEN DITCH.

LEGEND

PROPOSED AT&T BURIED PLACEMENT

PROPOSED AT&T FIBER HAND HOLE

EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

EOP

CENTERLINE

OPEN DITCH

GAS LINE

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811

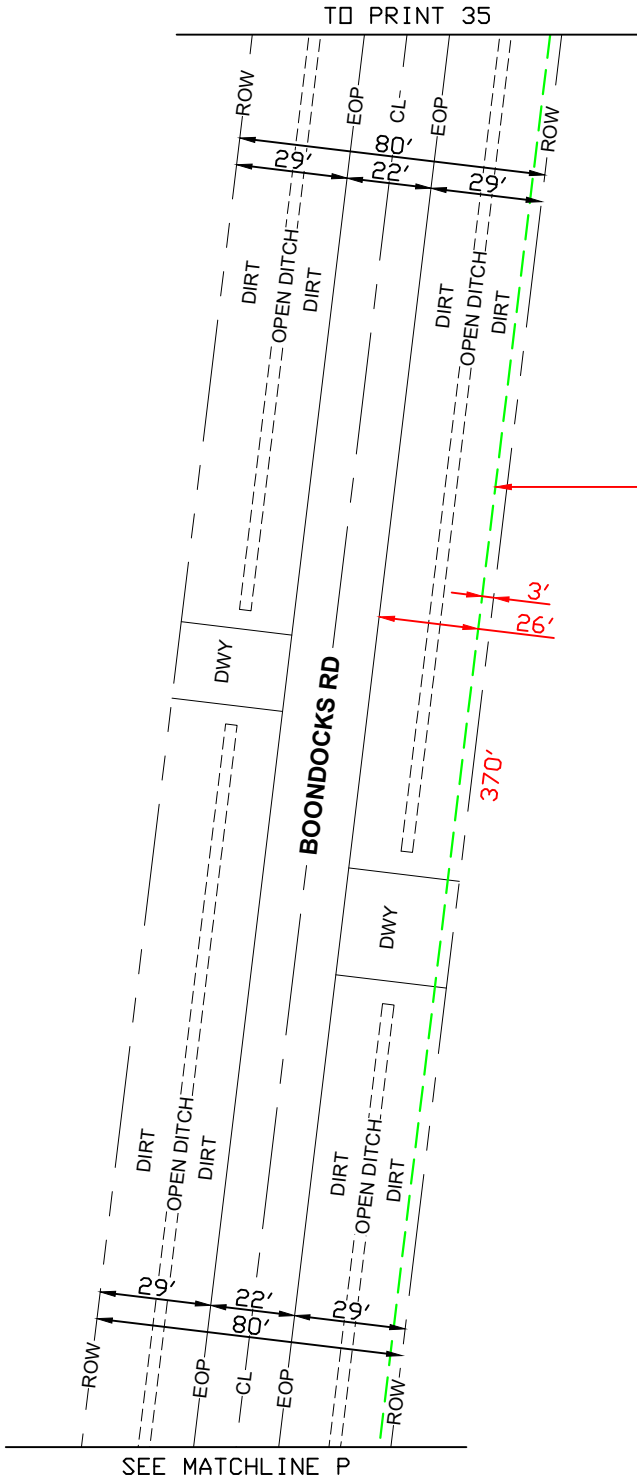


DEPTH OF COVER NOTE:
-WHEN PLACING PARALLEL/ALONG ANY ROAD, ENSURE 72" DEPTH OF COVER.
-WHILE CROSSING ANY ROAD OR PAVED SURFACE, DEPTH OF COVER SHALL BE 96"
-FOR DITCHES, DEPTH OF COVER MUST BE 72" AS MEASURED FROM MAX DEPTH FLOW LINE.

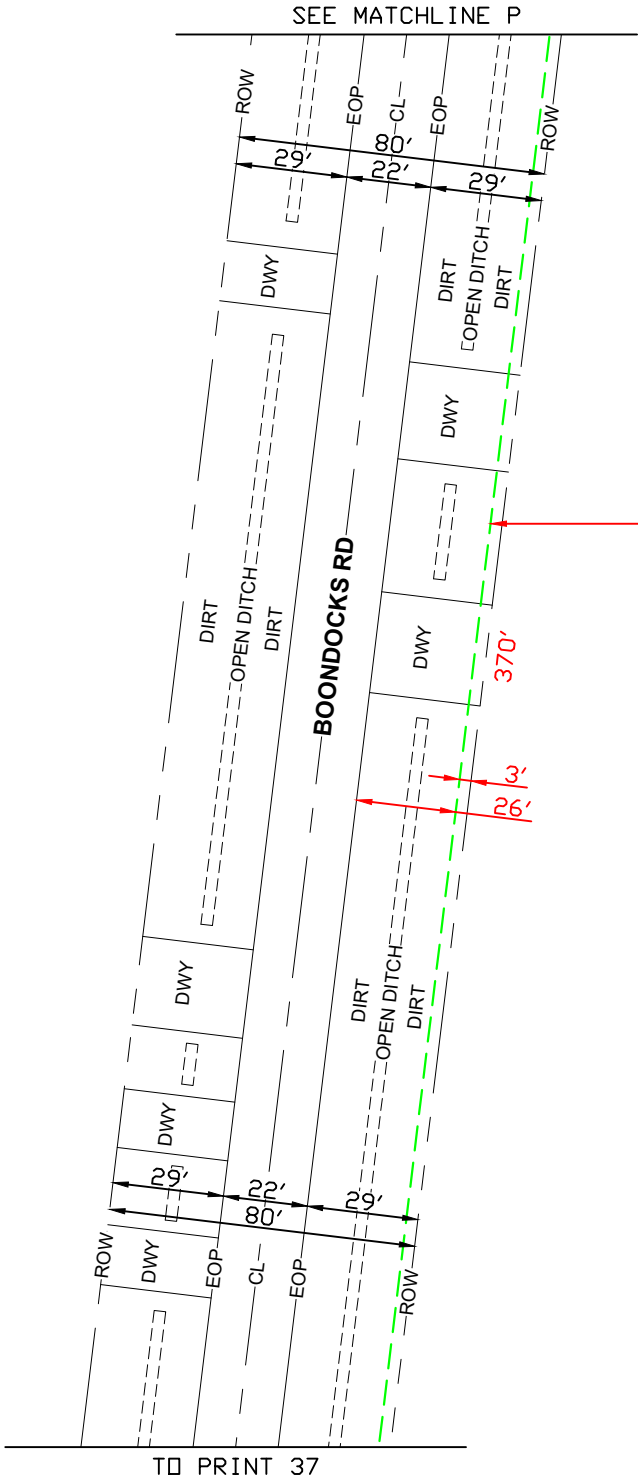
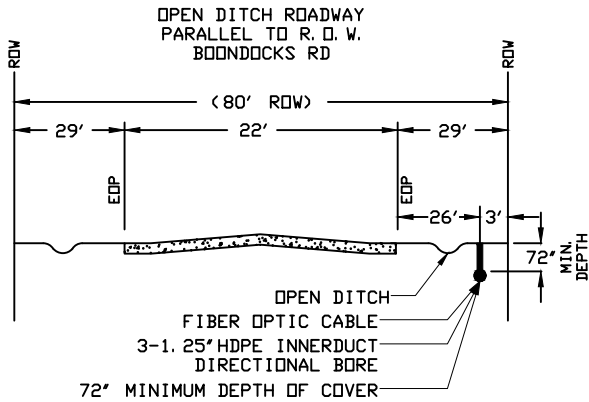
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DIRECTIONAL BORE @72" TO PLACE 370' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT



DIRECTIONAL BORE @72" TO PLACE 370' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT

REV: 00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS:		A05AZ9V
11142 MAHON RD BEAUMONT, TX 77705		1":50'
DRAWING NAME:		
A05AZ9V-BYERS-11142 MAHON RD		
ENGINEER ID: EC5030	BYERS ENGINEER:	RICHARD BLOCK
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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742		
DRAWN BY: GARDHIL A. CAYBIN	PRINT:	36 OF: 67

CONSTRUCTION DRAWING

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 7. MIN DEPTH TO TOP OF CABLE OR CONDUIT IS TO BE 96" BELOW CROWN OF ROAD AND 72" BELOW ANY ROADSIDE OPEN DITCH.

LEGEND

PROPOSED AT&T BURIED PLACEMENT

PROPOSED AT&T FIBER HAND HOLE

EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811



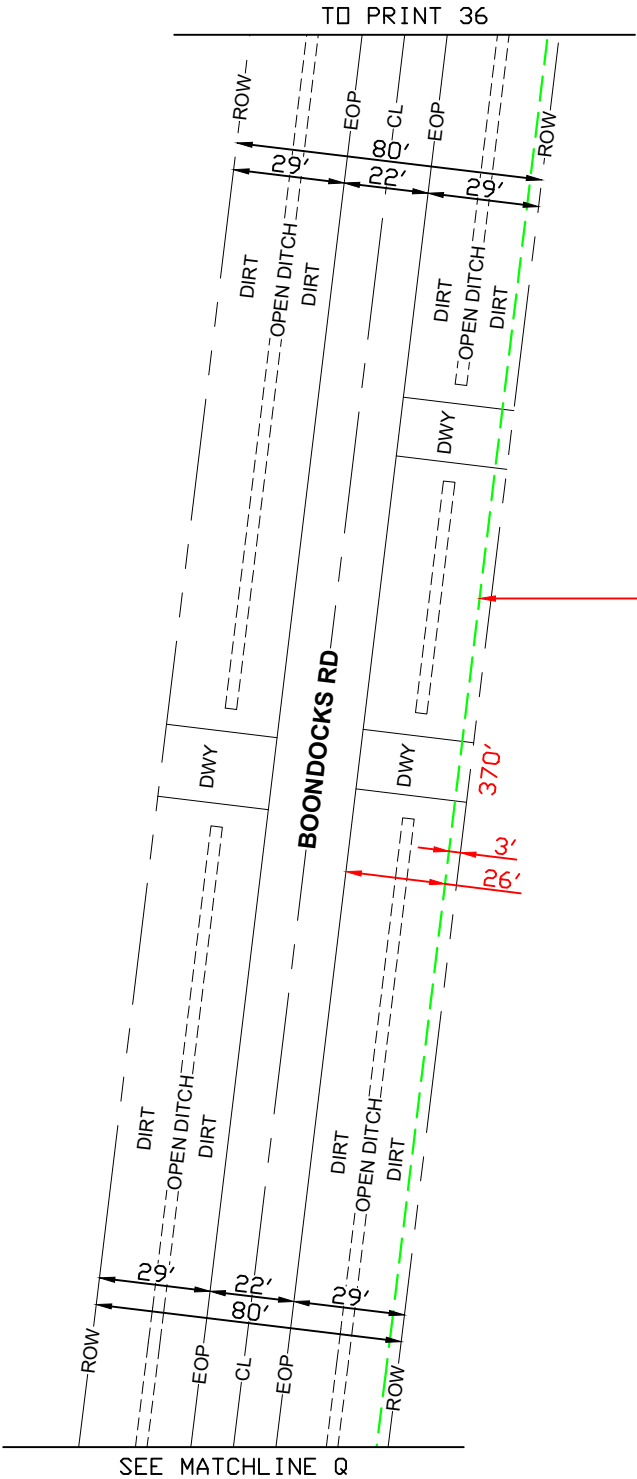
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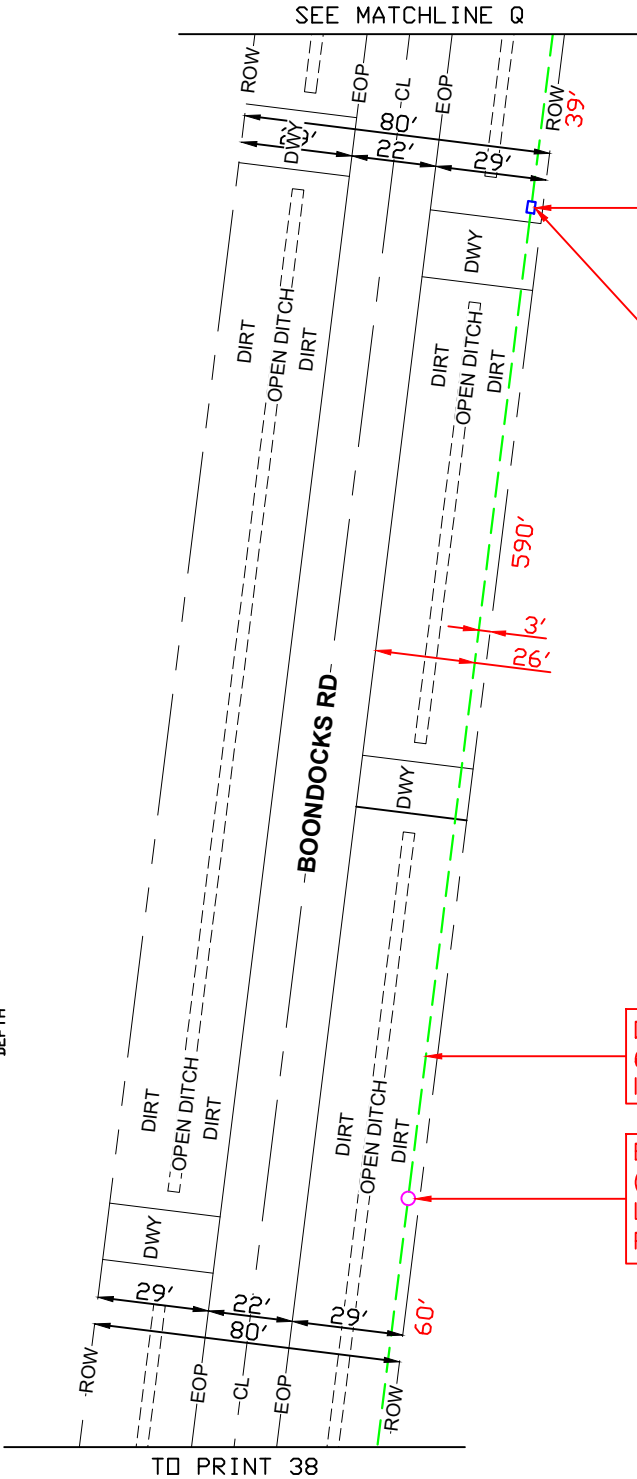
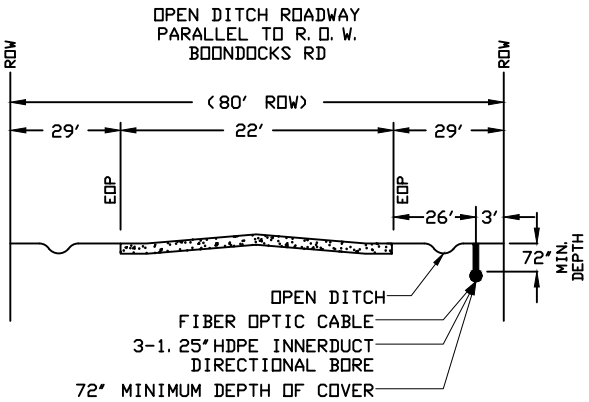
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CONSTRUCTION DRAWING



DIRECTIONAL BORE @72" TO PLACE 370' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT



PLACE NEW 24"x36"x24" HANDHOLE

PROPOSED HANDHOLE
(29.874862, -94.224267)
LOCATED 2,163' SOUTHWEST OF PATTERSON RD C/L

DIRECTIONAL BORE @72" TO PLACE 689' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT

EXISTING MANHOLE
(29.874153, -94.224367)
LOCATED 2,423' SOUTHWEST OF PATTERSON RD C/L

REV: 00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705		A05AZ9V 1":50'
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD		
ENGINEER ID: EC5030	BYERS ENGINEER:	RICHARD BLOCK
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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742		
DRAWN BY: GARDHIL A. CAYBIN	PRINT:	37 OF: 67

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LEGEND

PROPOSED AT&T BURIED PLACEMENT

PROPOSED AT&T FIBER HAND HOLE

EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811



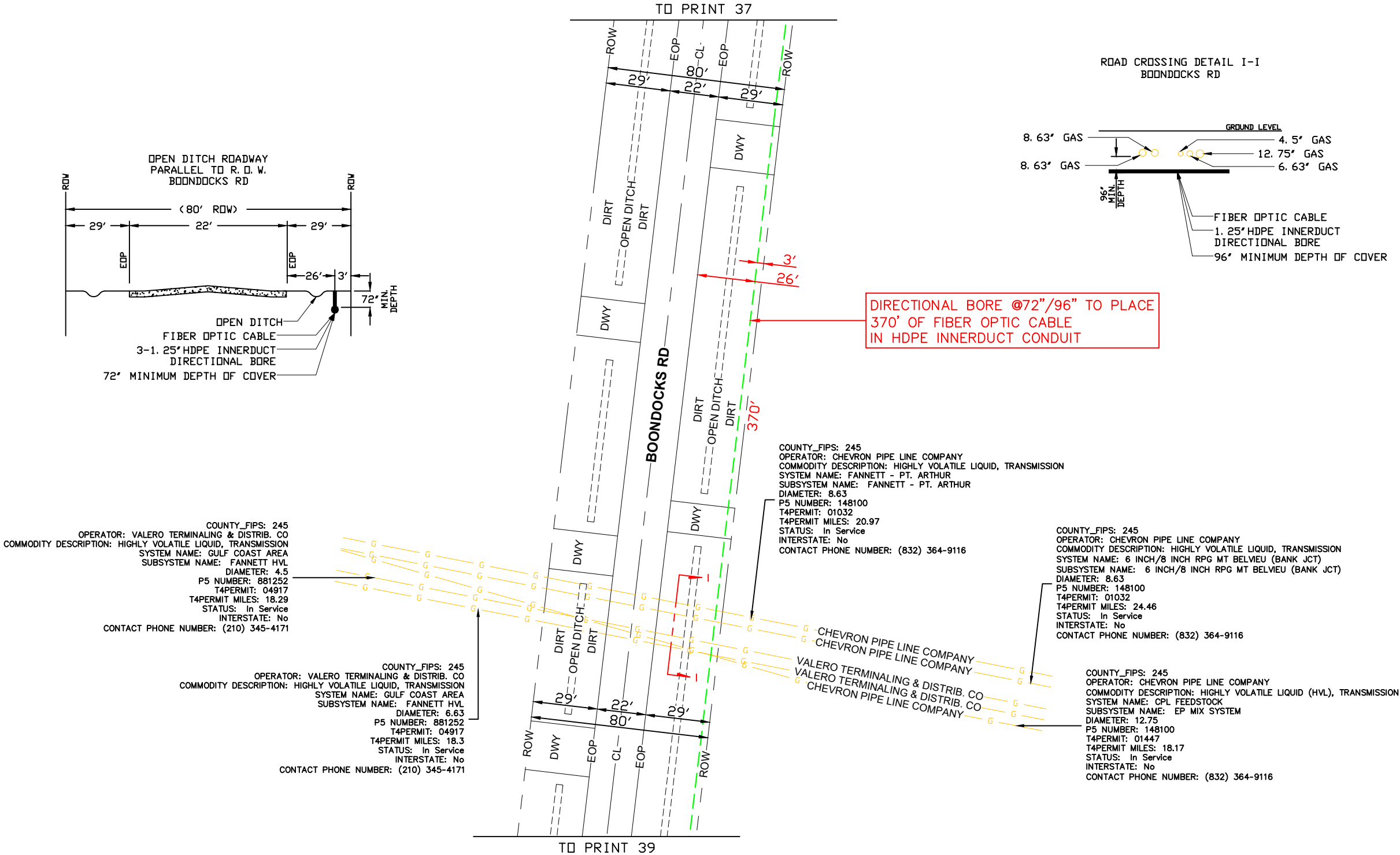
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CONSTRUCTION DRAWING



REV:	00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705			A05AZ9V 1":50'
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD			
ENGINEER ID:	EC5030	BYERS ENGINEER:	RICHARD BLOCK
		Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm for telecom purposes.	
13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742			
DRAWN BY:	GARDHIL A. CAYBIN		PRINT: 38 OF 67

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LEGEND

PROPOSED AT&T BURIED PLACEMENT

PROPOSED AT&T FIBER HAND HOLE

EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811



DEPTH OF COVER NOTE:

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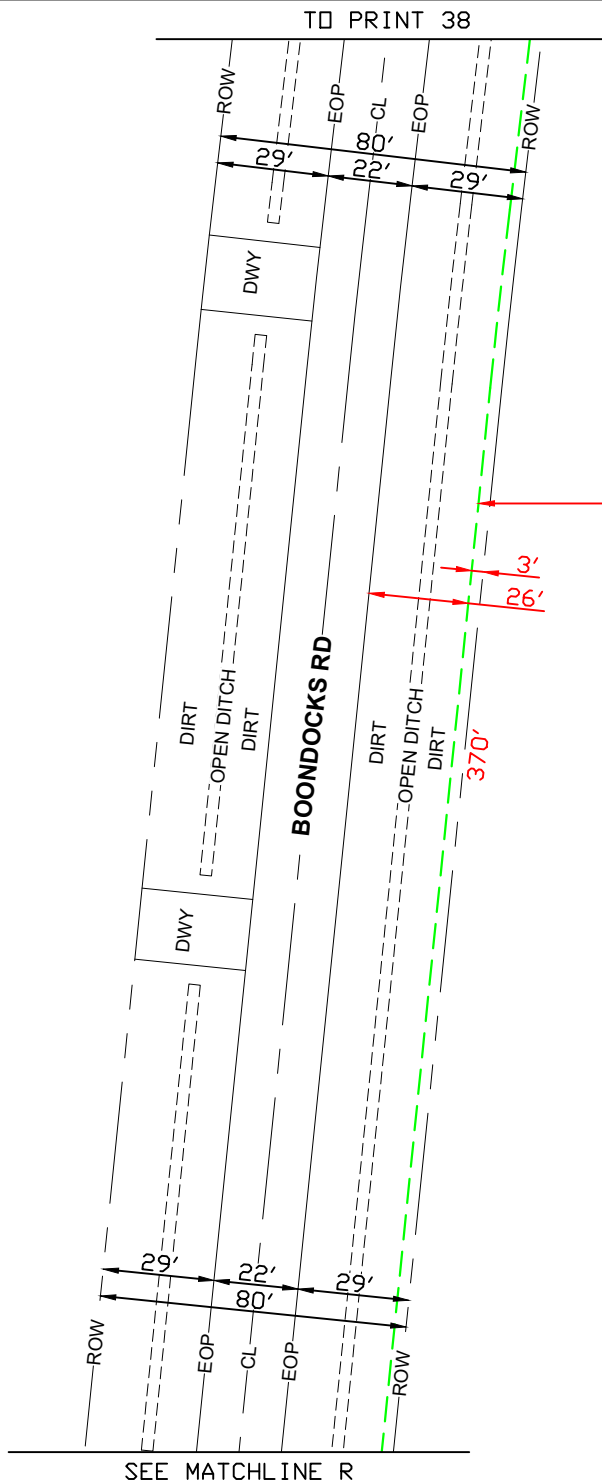
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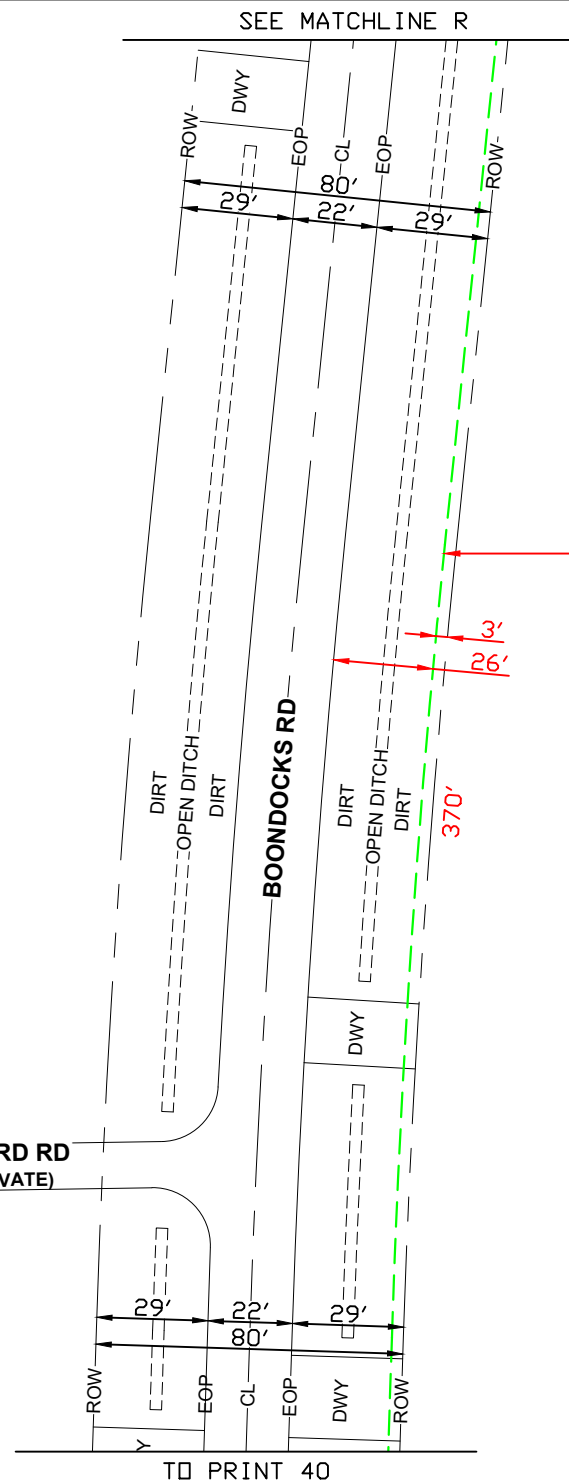
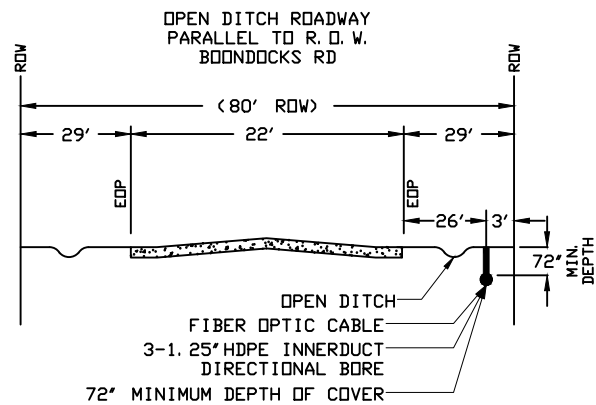
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DIRECTIONAL BORE @72" TO PLACE 370' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT



DIRECTIONAL BORE @72" TO PLACE 370' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT

REV: 00		REVDATE: 10.2.2025	
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705		A05AZ9V 1":50'	
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD			
ENGINEER ID:	EC5030	BYERS ENGINEER:	RICHARD BLOCK
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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742			
DRAWN BY:	GARDHIL A. CAYBIN	PRINT:	39 OF: 67

CONSTRUCTION DRAWING

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LEGEND

PROPOSED AT&T BURIED PLACEMENT

PROPOSED AT&T FIBER HAND HOLE

EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811

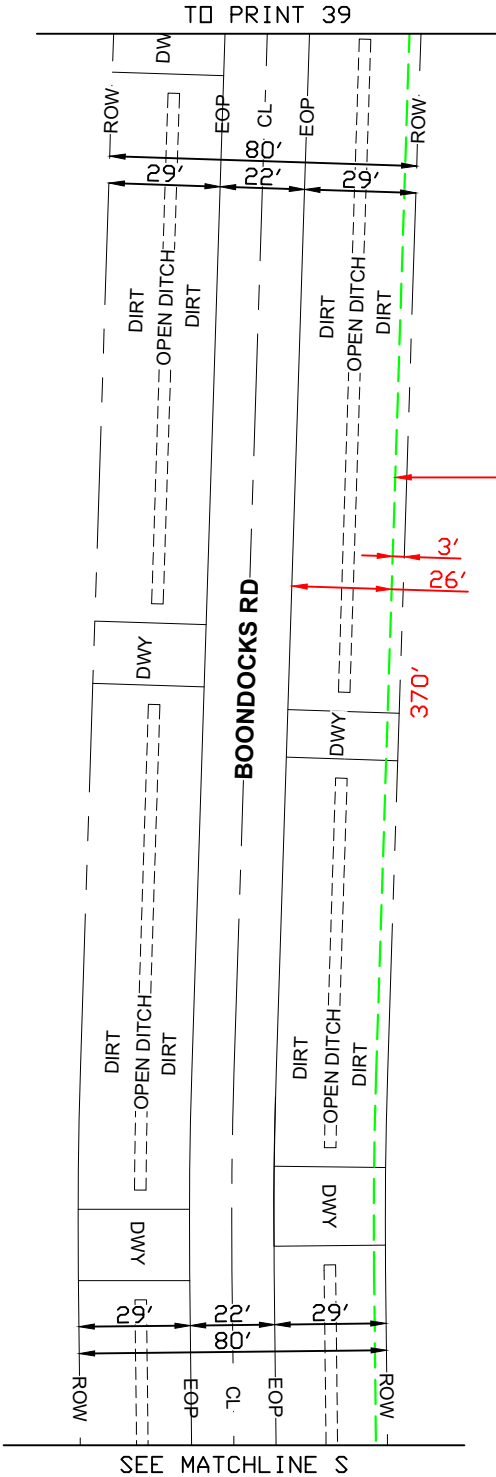


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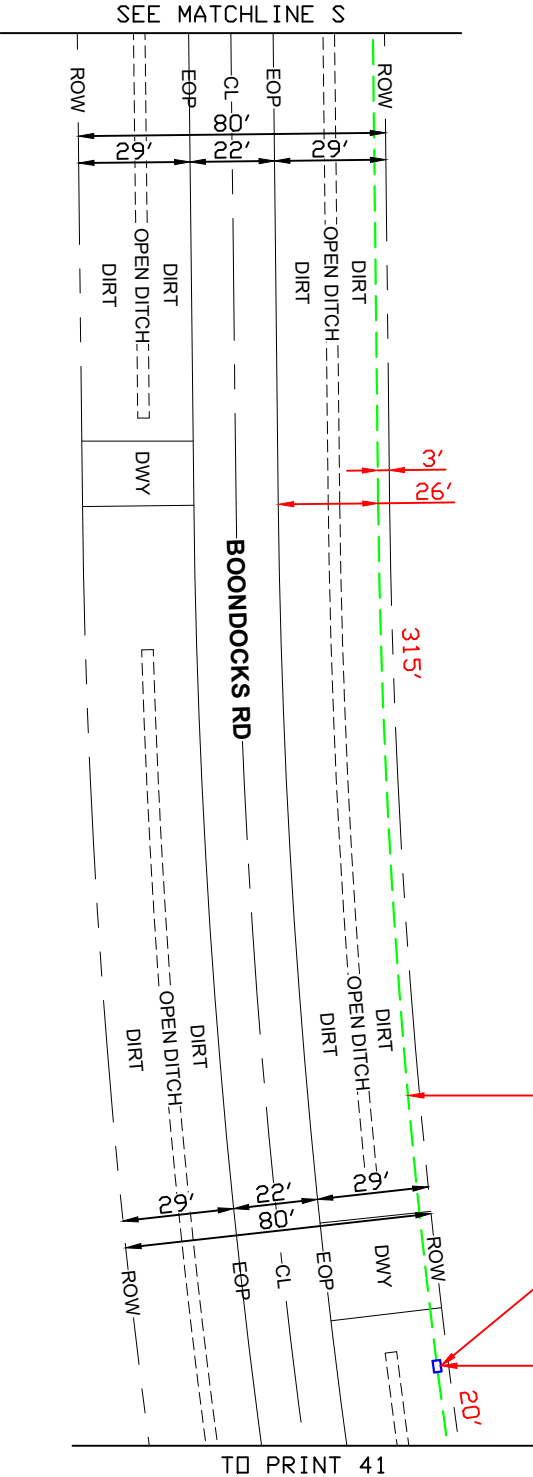
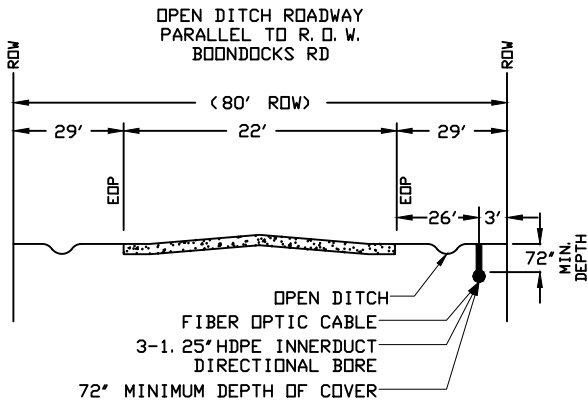
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DIRECTIONAL BORE @72" TO PLACE 370' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT



DIRECTIONAL BORE @72" TO PLACE 340' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT

PROPOSED HANDHOLE (29.868975, -94.224774) LOCATED 4,304' SOUTHWEST OF PATTERSON RD C/L

PLACE NEW 24"x36"x24" HANDHOLE

REV: 00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705		A05AZ9V 1":50'
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD		
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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742		
DRAWN BY: GARDHIL A. CAYBIN	PRINT:	40 OF: 67

CONSTRUCTION DRAWING

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LEGEND

PROPOSED AT&T BURIED PLACEMENT

PROPOSED AT&T FIBER HAND HOLE

EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811



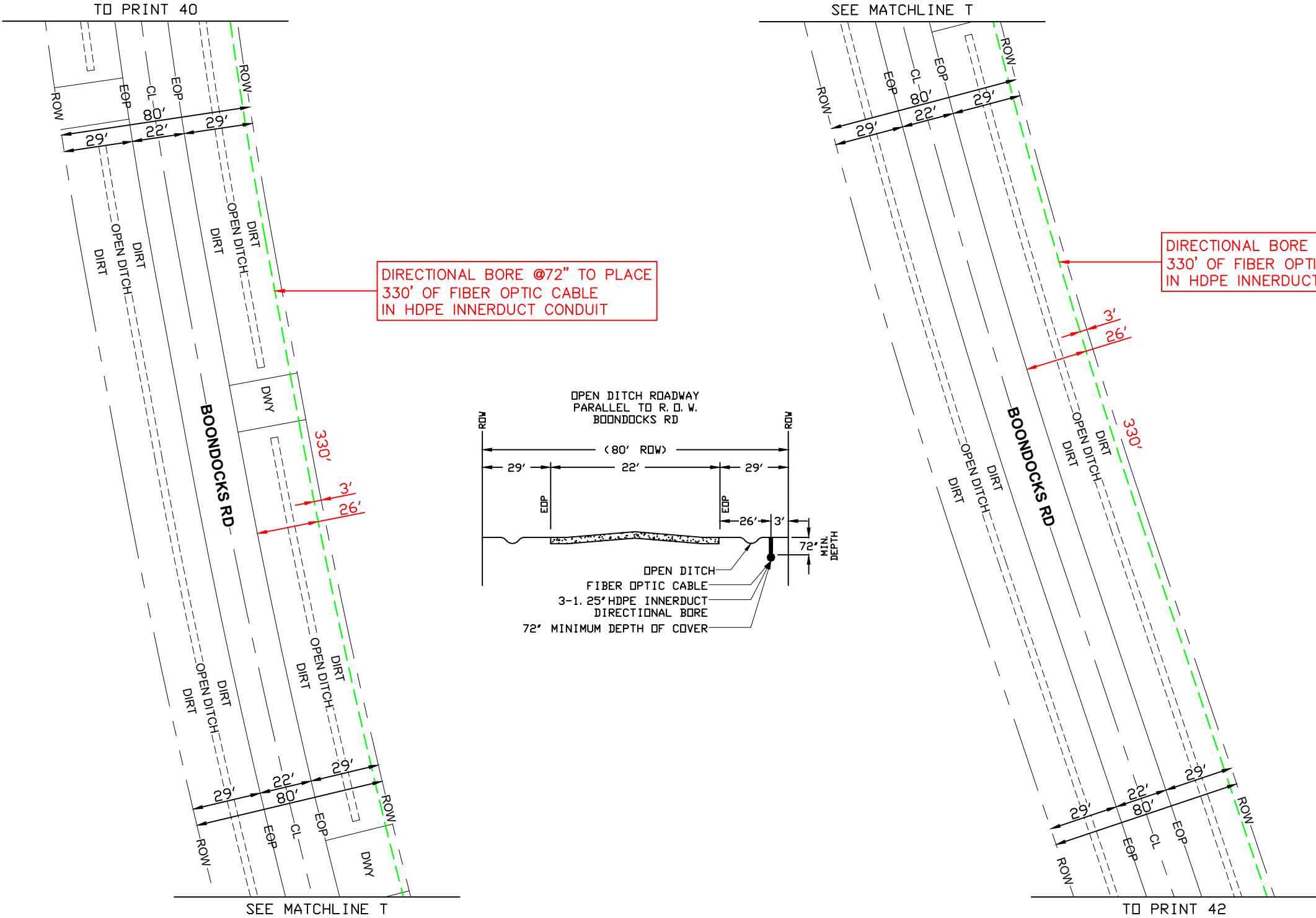
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CONSTRUCTION DRAWING



REV: 00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705		A05AZ9V 1":50'
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD		
ENGINEER ID: EC5030	BYERS ENGINEER:	RICHARD BLOCK
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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742		
DRAWN BY: GARDHIL A. CAYBIN	PRINT:	41 OF: 67

CONSTRUCTION SPECIFICATIONS

1. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 10" LIFTS AT END OF EACH WORK DAY. (NO TRENCH LEFT OPEN OVERNIGHT).
2. ALL EXCESS EXCAVATION TO BE REMOVED FROM ROAD RIGHT-OF-WAY AT THE END OF EACH WORK DAY.
3. OPEN DITCHES TO BE OPENED AT THE END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
4. ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ADEQUATE FLAGMEN, SIGNS, SIGNALS, ETC. TO PROVIDE COMPLETE SAFETY TO THE PUBLIC.
5. IF IT BECOMES NECESSARY FOR EQUIPMENT TO OPERATE ON A PORTION OF THE PAVEMENT, PRECAUTIONS SHOULD BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
6. CONDITION OF ROADUPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.
7. MIN DEPTH TO TOP OF CABLE OR CONDUIT IS TO BE 96" BELOW CROWN OF ROAD AND 72" BELOW ANY ROADSIDE OPEN DITCH.

LEGEND

PROPOSED AT&T BURIED PLACEMENT

PROPOSED AT&T FIBER HAND HOLE



EXISTING HANDHOLE



EXISTING MANHOLE



RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

G G

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811



DEPTH OF COVER NOTE:

- WHEN PLACING PARALLEL/ALONG ANY ROAD, ENSURE 72" DEPTH OF COVER.
- WHILE CROSSING ANY ROAD OR PAVED SURFACE, DEPTH OF COVER SHALL BE 96"
- FOR DITCHES, DEPTH OF COVER MUST BE 72" AS MEASURED FROM MAX DEPTH FLOW LINE.

UTILITY CROSSING NOTE:

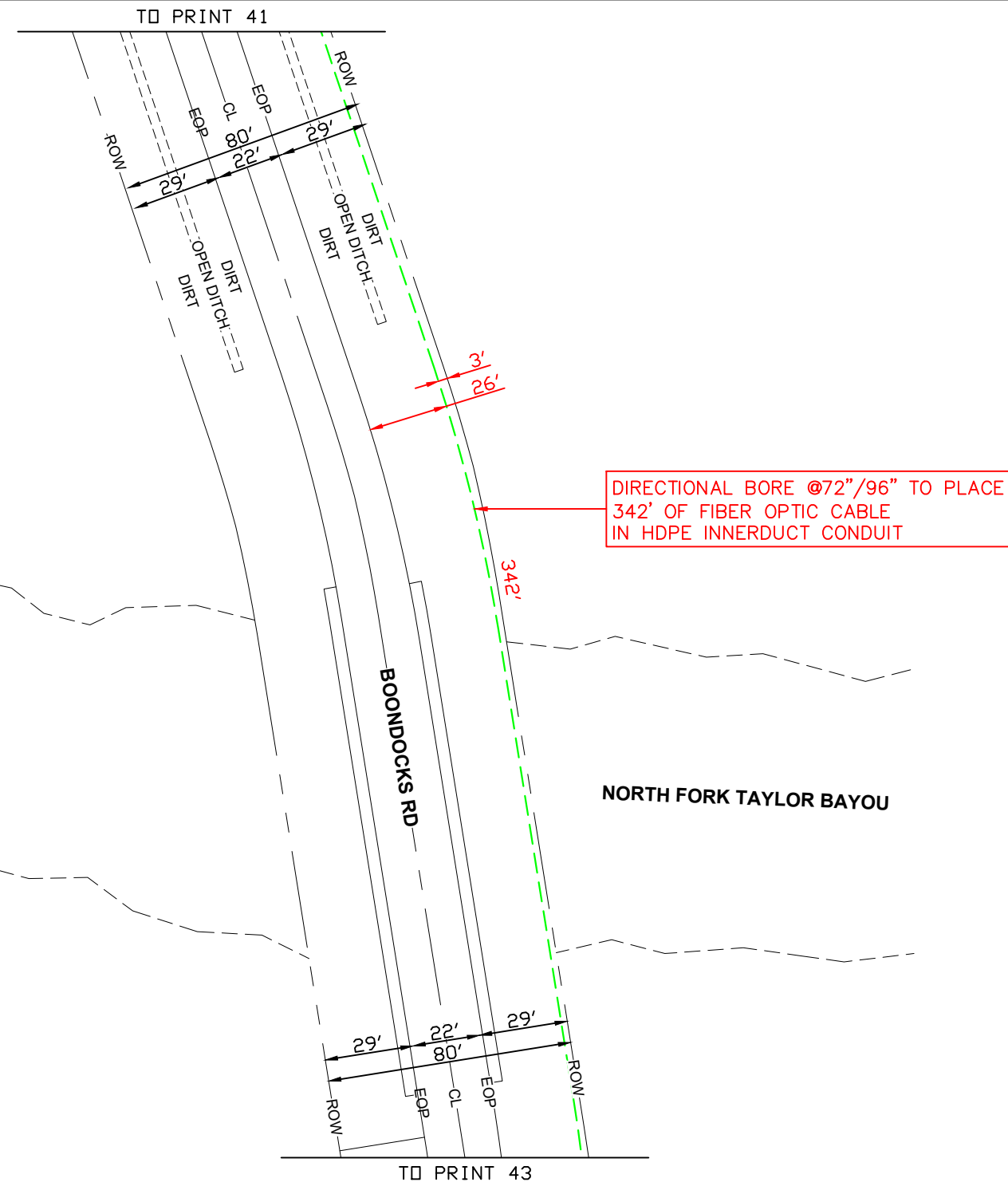
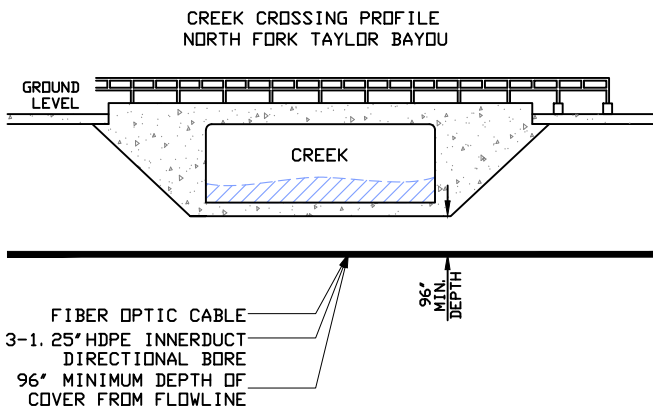
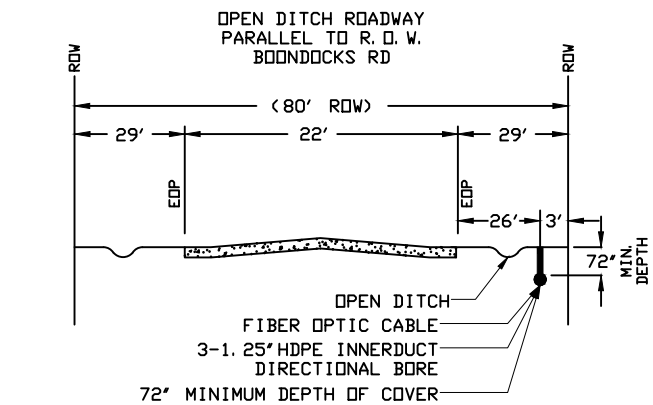
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NOTE:

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REV:	00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS:		11142 MAHON RD BEAUMONT, TX 77705	
DRAWING NAME:		A05AZ9V-BYERS-11142 MAHON RD	
ENGINEER ID:	EC5030	BYERS ENGINEER:	RICHARD BLOCK
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DRAWN BY:	GARDHIL A. CAYBIN	PRINT:	42 OF 67

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LEGEND

PROPOSED AT&T
BURIED PLACEMENT

PROPOSED AT&T
FIBER HAND HOLE



EXISTING HANDHOLE



EXISTING MANHOLE



RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

G G

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811



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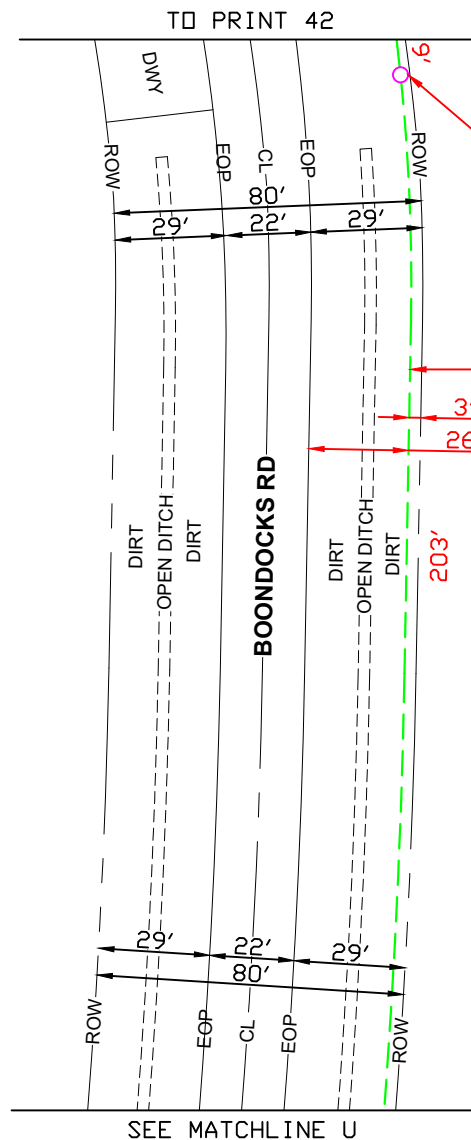
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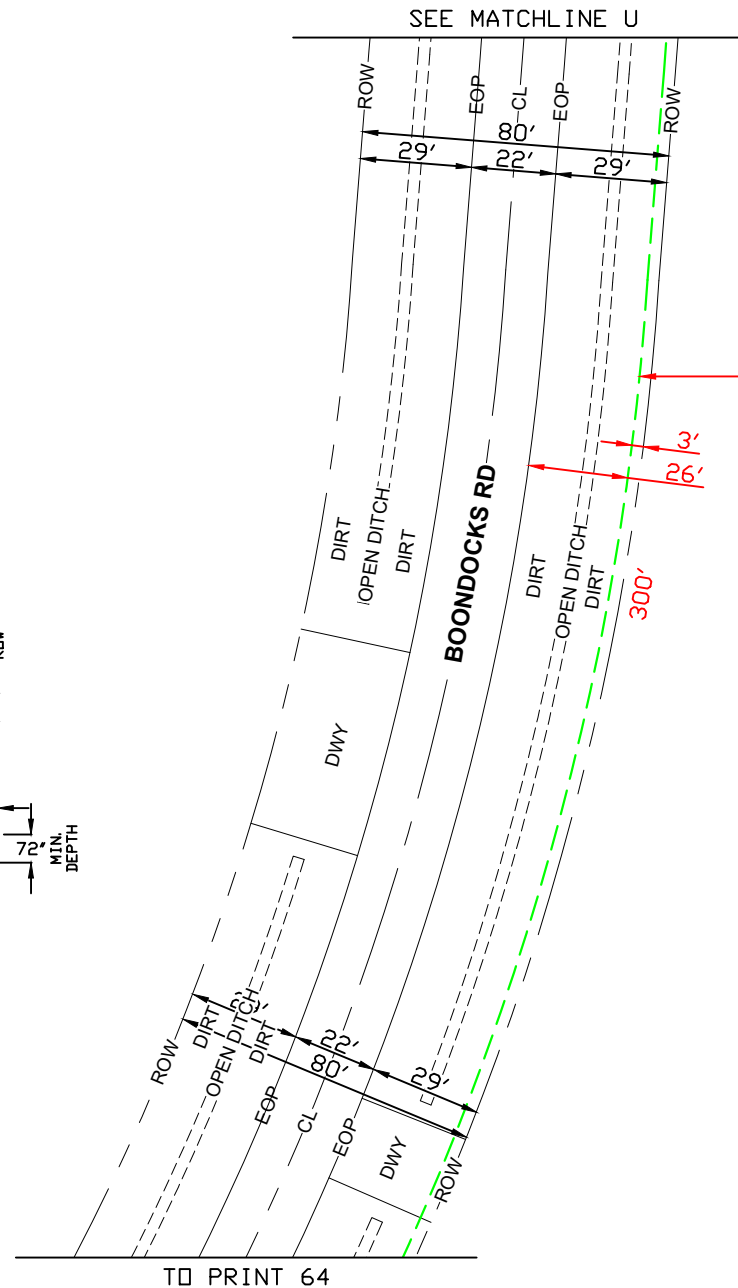
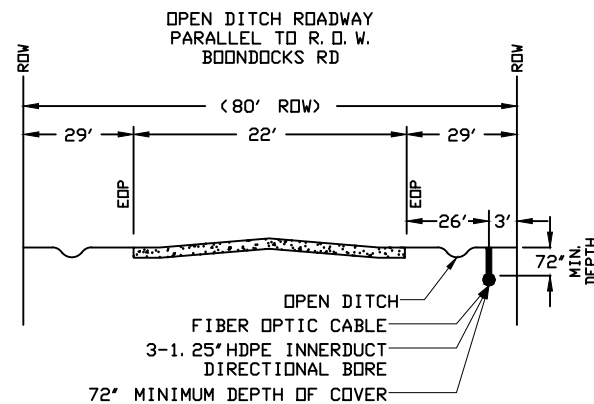
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EXISTING MANHOLE
(29.865851, -94.223921)
LOCATED 5,423' SOUTHWEST OF
PATTERSON RD C/L

DIRECTIONAL BORE @72" TO PLACE
211' OF FIBER OPTIC CABLE
IN HDPE INNERDUCT CONDUIT



DIRECTIONAL BORE @72" TO PLACE
300' OF FIBER OPTIC CABLE
IN HDPE INNERDUCT CONDUIT

REV:	00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS:		11142 MAHON RD BEAUMONT, TX 77705	
DRAWING NAME:		A05AZ9V-BYERS-11142 MAHON RD	
ENGINEER ID:	EC5030	BYERS ENGINEER:	RICHARD BLOCK
13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742		Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm for telecom purposes.	
DRAWN BY:	GARDHIL A. CAYBIN	PRINT:	43 OF 67

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LEGEND

PROPOSED AT&T
BURIED PLACEMENT

PROPOSED AT&T
FIBER HAND HOLE



EXISTING HANDHOLE



EXISTING MANHOLE



RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

G G

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811



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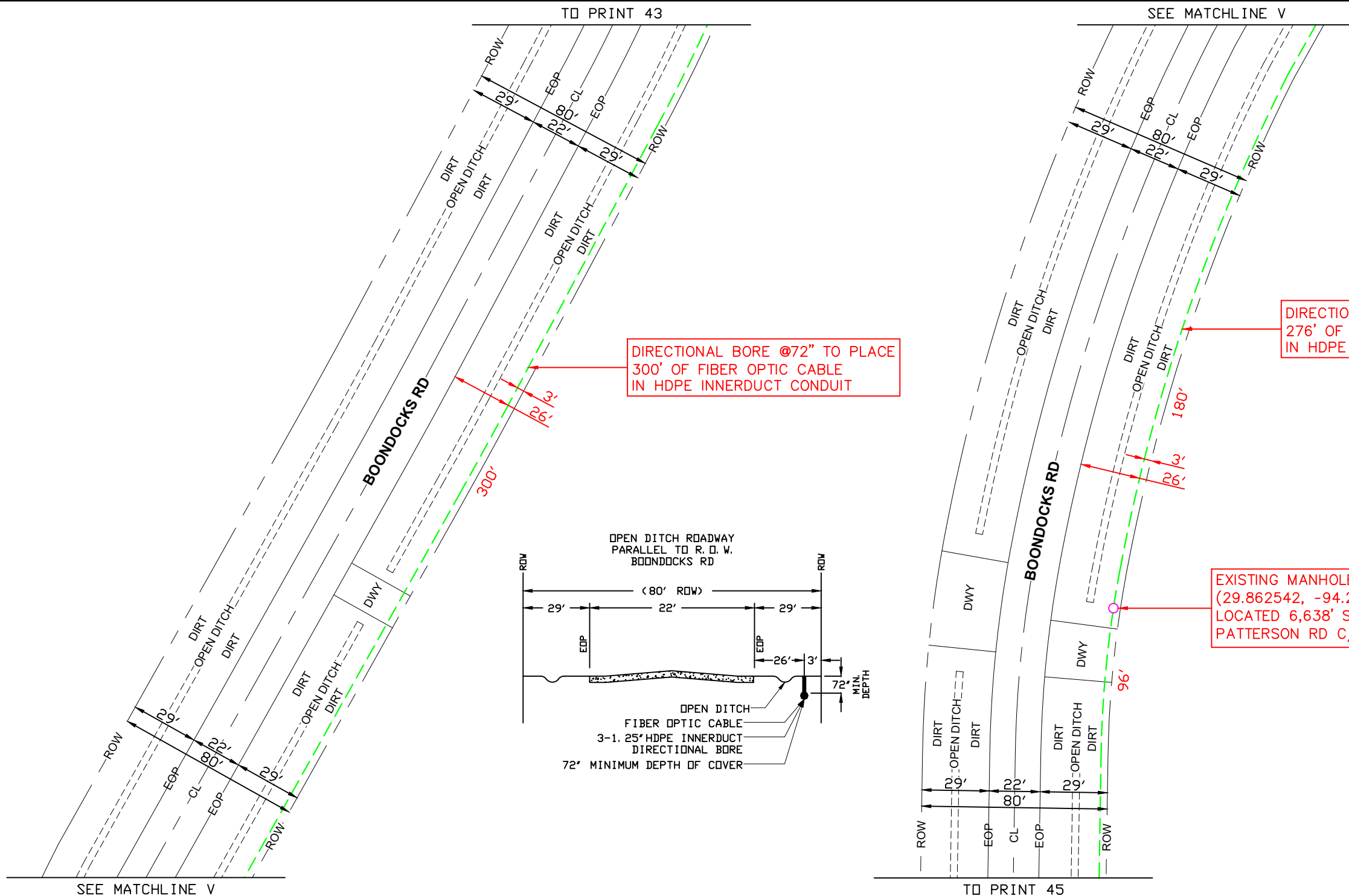
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CONSTRUCTION DRAWING



REV: 00	REVDATE: 10.2.2025
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705	
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD	
ENGINEER ID: EC5030	BYERS ENGINEER: RICHARD BLOCK
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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742	
DRAWN BY: GARDHIL A. CAYBIN	PRINT: 44 OF 67

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LEGEND

PROPOSED AT&T BURIED PLACEMENT

PROPOSED AT&T FIBER HAND HOLE

EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811



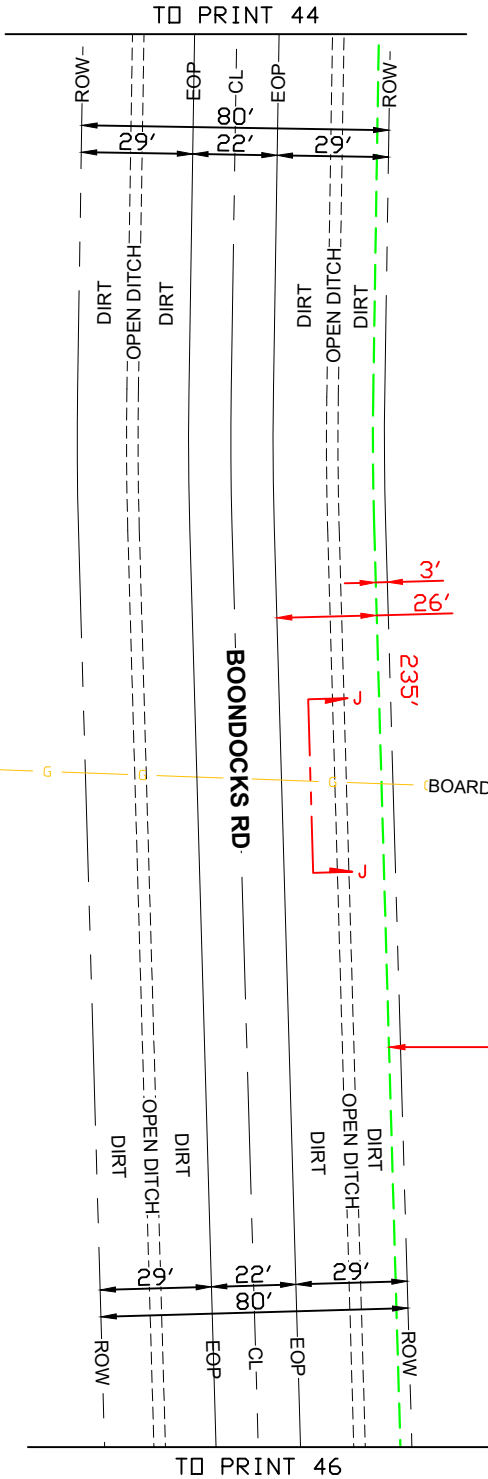
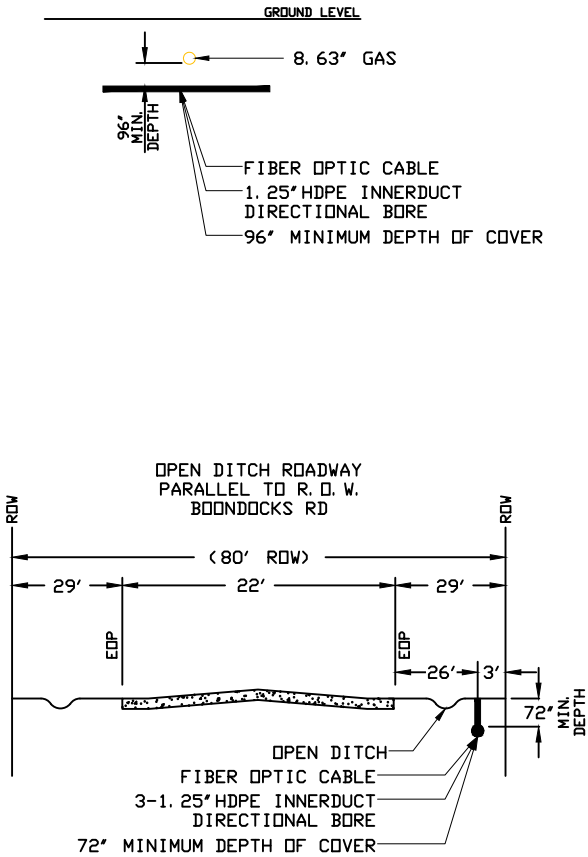
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ROAD CROSSING DETAIL J-J
BOONDOCKS RD



COUNTY_FIPS: 245
OPERATOR: BOARDWALK ETHANE PIPELINE COMPANY
COMMODITY DESCRIPTION: HIGHLY VOLATILE LIQUID, TRANSMISSION
SYSTEM NAME: GULF COAST PETROCHEMICAL & FEEDSTOCK PIPE
SUBSYSTEM NAME: 840AB MONT BELVIEU SITE 1 (MBL1) - PORT
DIAMETER: 8.63
P5 NUMBER: 101875
T4PERMIT: 05237
T4PERMIT MILES: 13.03
STATUS: In Service
INTERSTATE: No
CONTACT PHONE NUMBER: (713) 479-8033

DIRECTIONAL BORE @72"/96" TO PLACE
235' OF FIBER OPTIC CABLE
IN HDPE INNERDUCT CONDUIT

REV:	00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS:		11142 MAHON RD BEAUMONT, TX 77705	
DRAWING NAME:		A05AZ9V-BYERS-11142 MAHON RD	
ENGINEER ID:	EC5030	BYERS ENGINEER:	RICHARD BLOCK
13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742		Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm for telecom purposes.	
DRAWN BY:	GARDHIL A. CAYBIN	PRINT:	45 OF: 67

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LEGEND

PROPOSED AT&T BURIED PLACEMENT

PROPOSED AT&T FIBER HAND HOLE

EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811



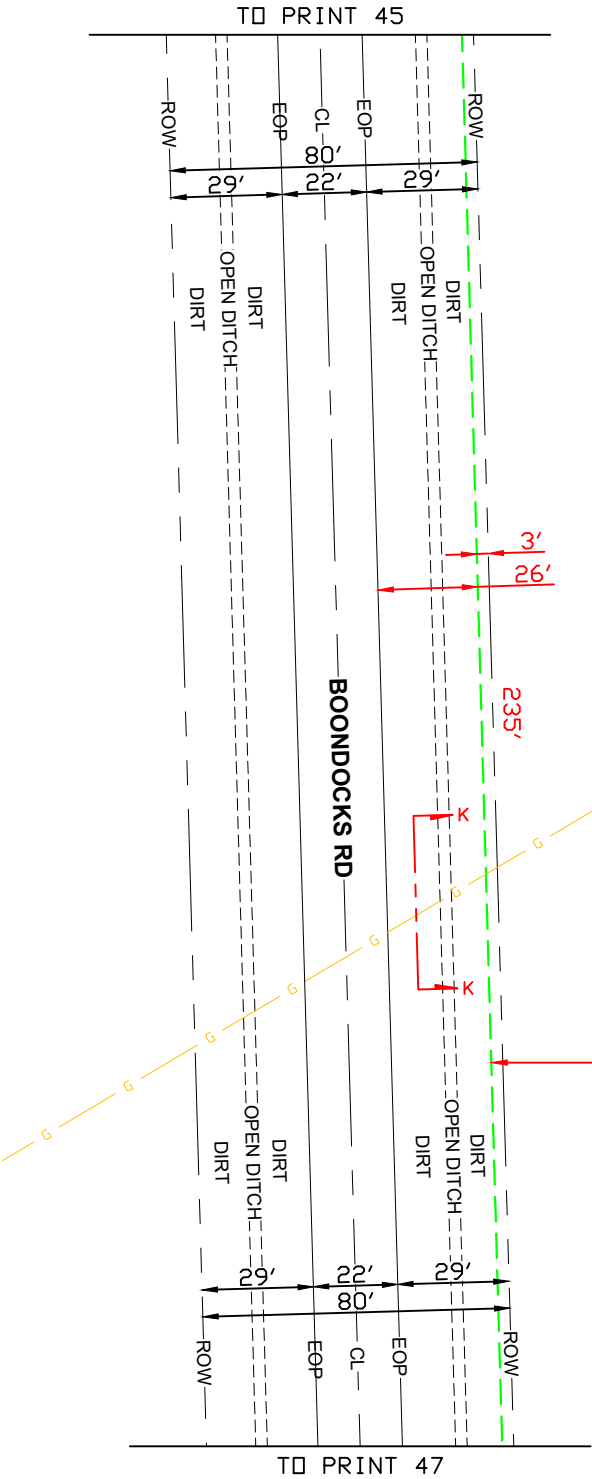
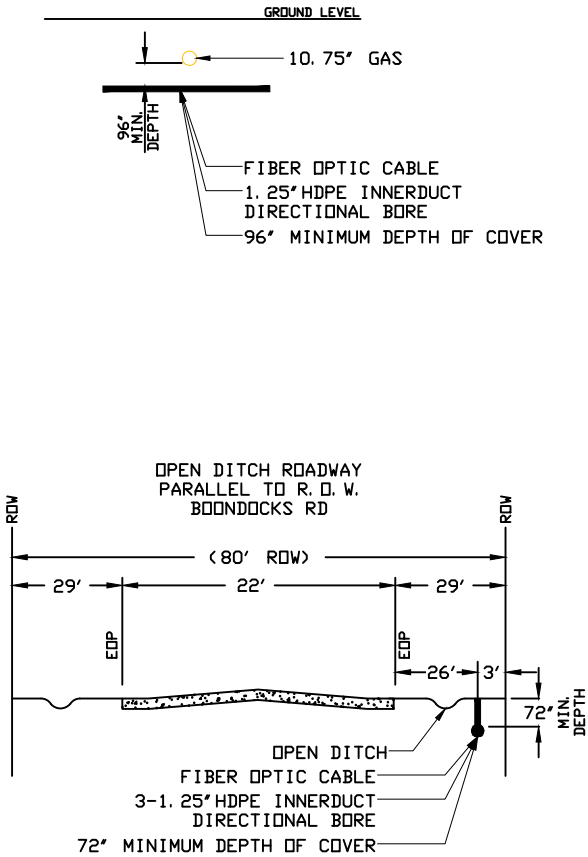
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ROAD CROSSING DETAIL K-K
BOONDOCKS RD



COUNTY_FIPS: 245
OPERATOR: ENERGY TRANSFER COMPANY
COMMODITY DESCRIPTION: CRUDE OIL, TRANSMISSION
SYSTEM NAME: SEABREEZE DISCHARGE
SUBSYSTEM NAME: 21006 10 SEABREEZE TO NEDERLAND
DIAMETER: 10.75
P5 NUMBER: 252017
T4PERMIT: 08625
T4PERMIT MILES: 12.32
STATUS: In Service
INTERSTATE: No
CONTACT PHONE NUMBER: (713) 989-2666

DIRECTIONAL BORE @72"/96" TO PLACE 235' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT

REV: 00	REVDATE: 10.2.2025
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705	A05AZ9V 1":50'
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD	
ENGINEER ID: EC5030	BYERS ENGINEER: RICHARD BLOCK
BYERS ENGINEERING COMPANY Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm for telecom purposes.	
13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742	
DRAWN BY: GARDHIL A. CAYBIN	PRINT: 46 OF: 67

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LEGEND

PROPOSED AT&T BURIED PLACEMENT

PROPOSED AT&T FIBER HAND HOLE

EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811

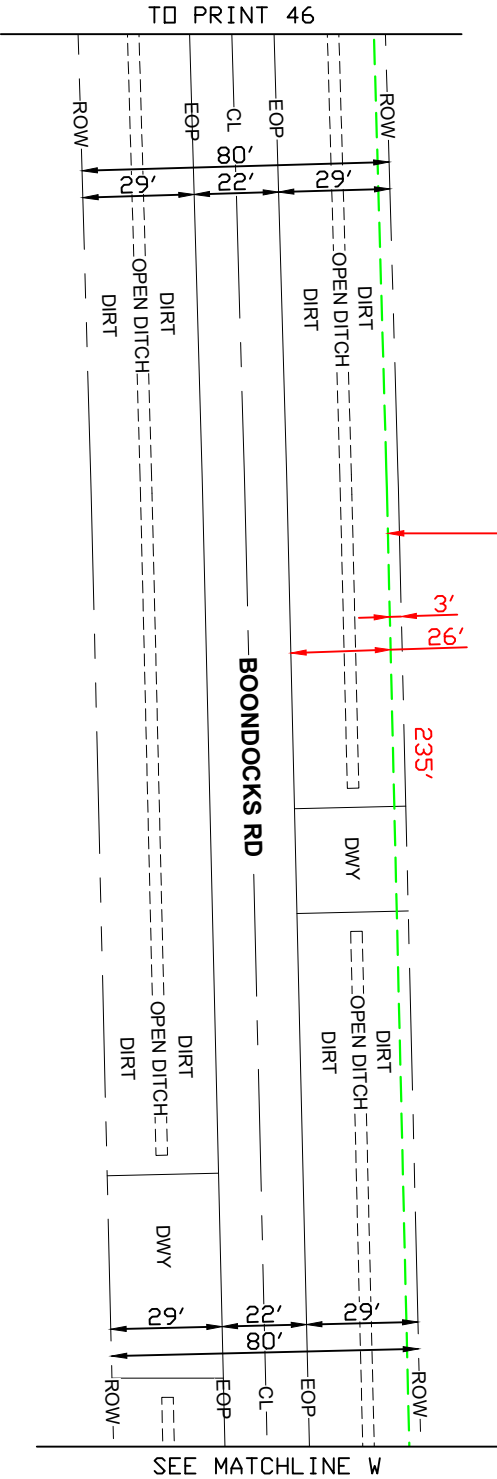


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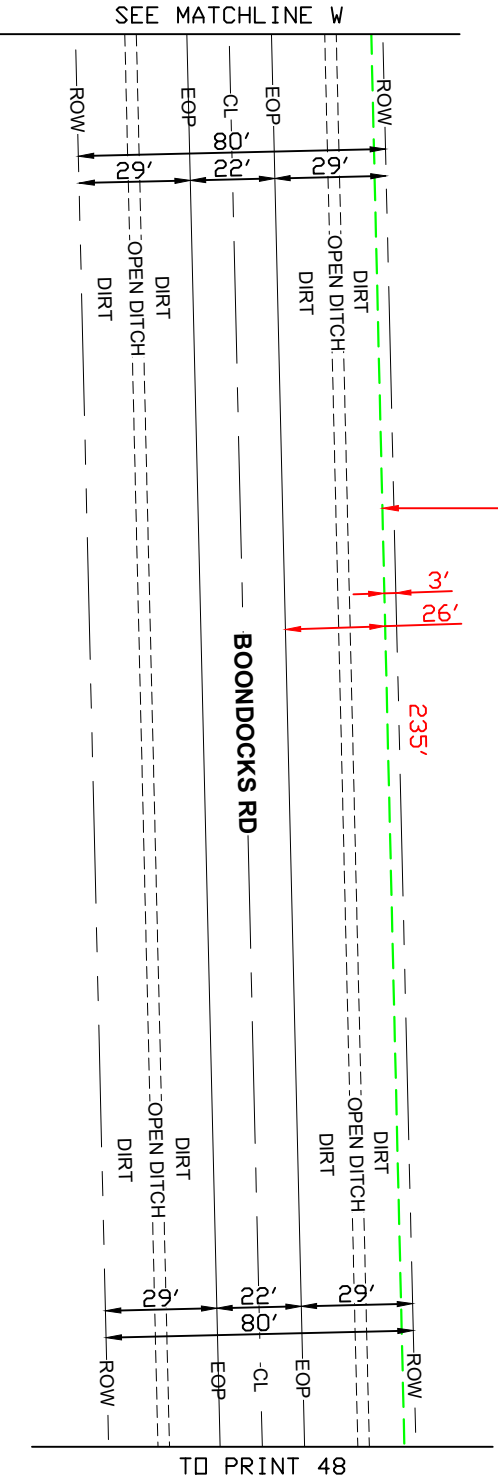
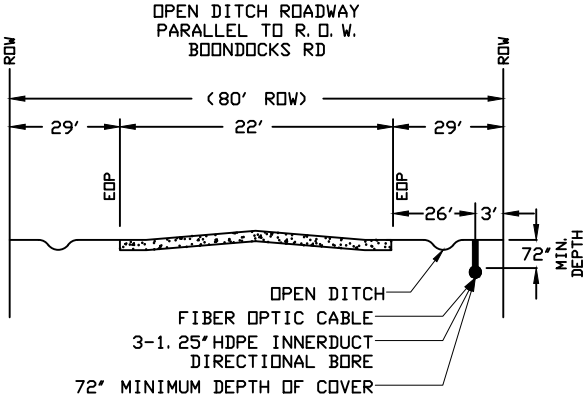
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DIRECTIONAL BORE @72" TO PLACE 235' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT



DIRECTIONAL BORE @72" TO PLACE 235' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT

REV: 00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705		A05AZ9V 1":50'
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD		
ENGINEER ID: EC5030	BYERS ENGINEER:	RICHARD BLOCK
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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742		
DRAWN BY: GARDHIL A. CAYBIN	PRINT:	47 OF: 67

CONSTRUCTION DRAWING

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LEGEND

PROPOSED AT&T BURIED PLACEMENT

PROPOSED AT&T FIBER HAND HOLE

EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811

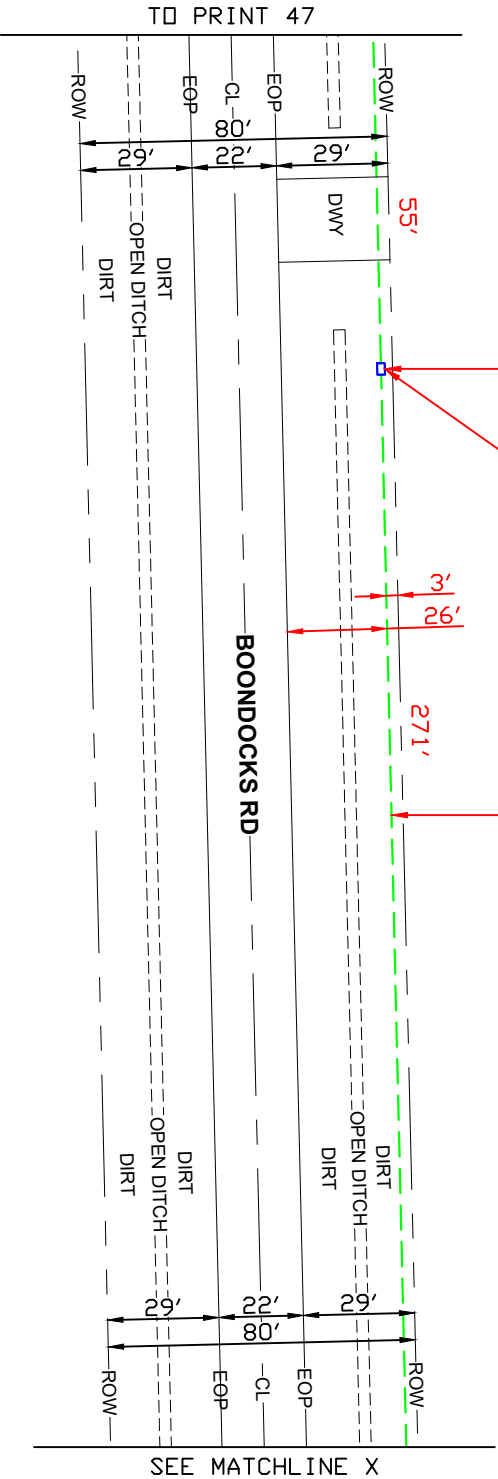


DEPTH OF COVER NOTE:
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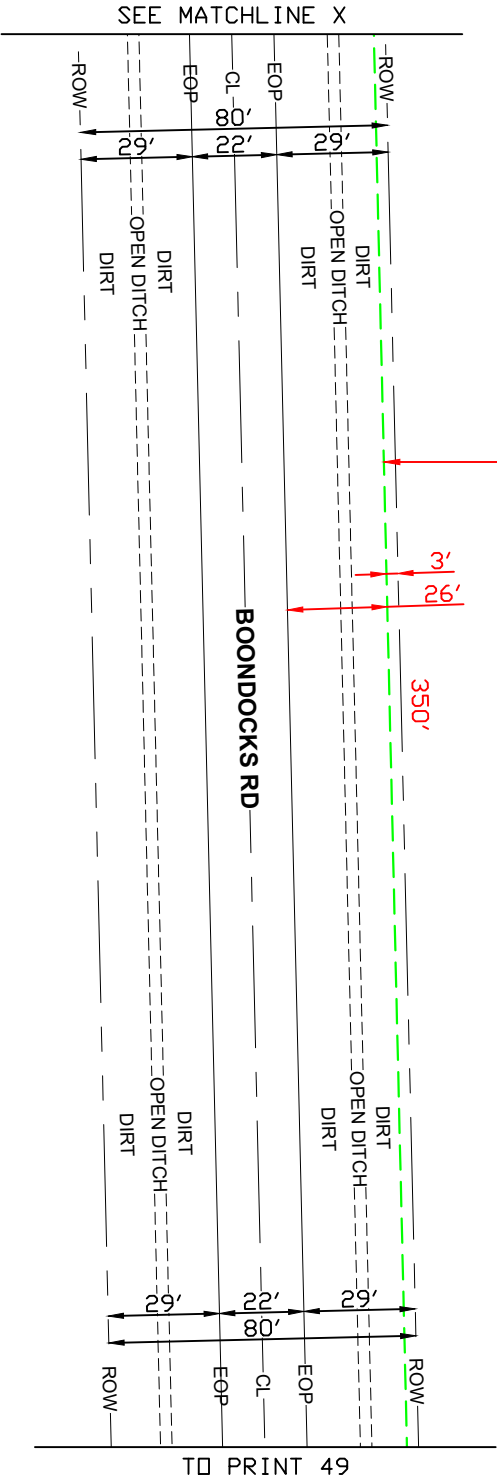
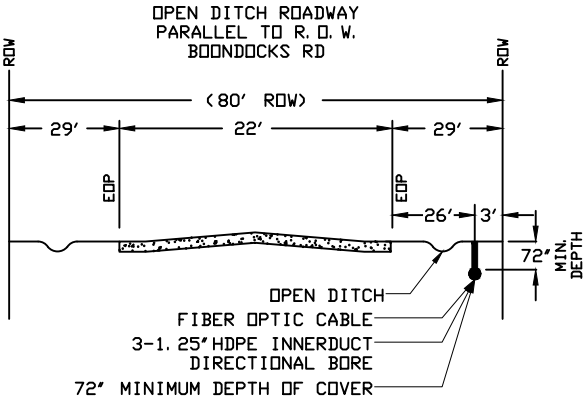
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PLACE NEW 24"X36"X24" HANDHOLE

PROPOSED HANDHOLE (29.857933, -94.225039) LOCATED 5,312' NORTH OF WHITE PERCH LN C/L

DIRECTIONAL BORE @72" TO PLACE 326' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT



DIRECTIONAL BORE @72" TO PLACE 350' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT

REV: 00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705		A05AZ9V 1":50'
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD		
ENGINEER ID: EC5030	BYERS ENGINEER:	RICHARD BLOCK
 Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm for telecom purposes.		
13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742		
DRAWN BY: GARDHIL A. CAYBIN	PRINT:	48 OF 67

CONSTRUCTION DRAWING

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EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

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OPEN DITCH

GAS LINE

BEFORE YOU DIG!
2 DAYS PRIOR
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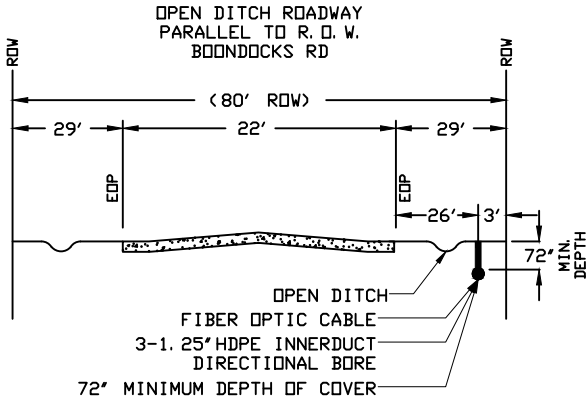
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DIRECTIONAL BORE @72" TO PLACE 350' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT



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DRAWN BY: GARDHIL A. CAYBIN	PRINT:	49 OF 67

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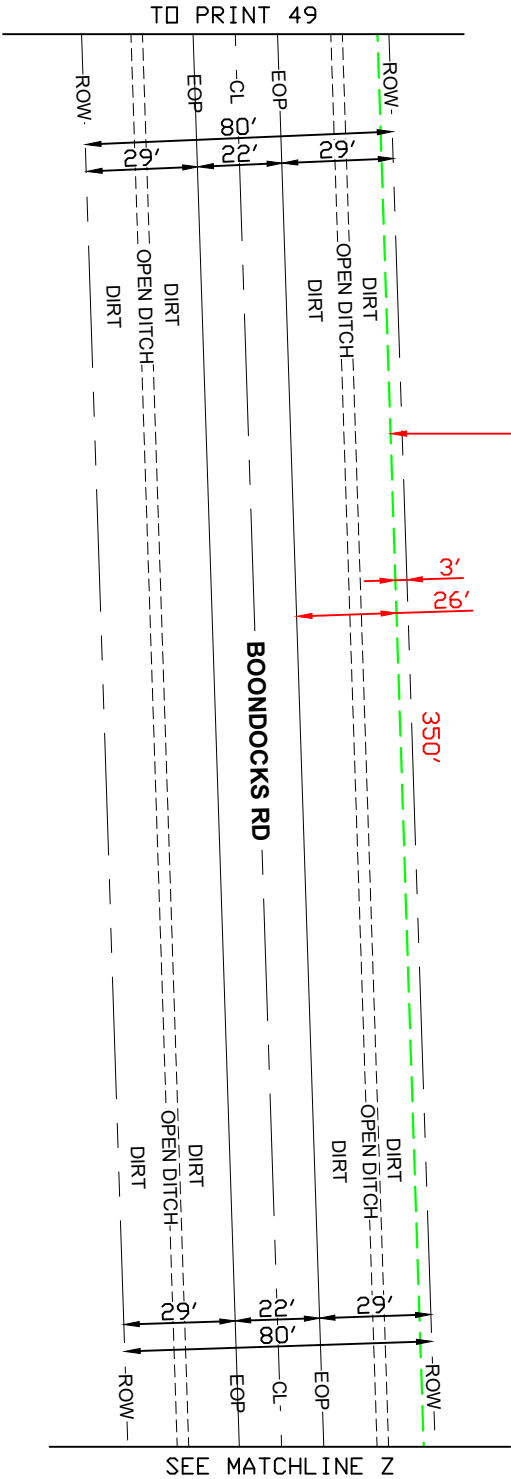


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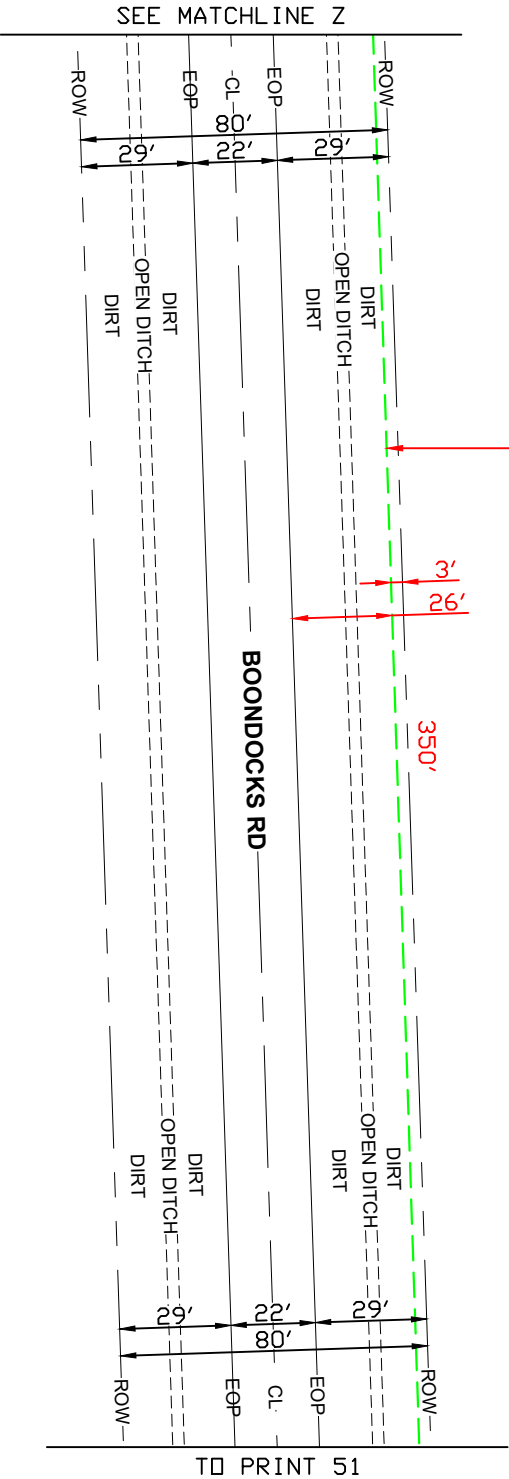
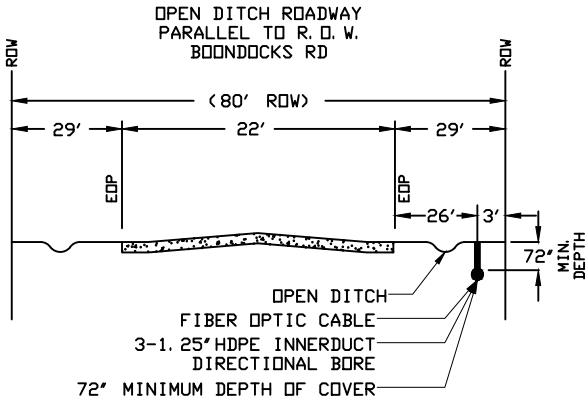
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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742		
DRAWN BY: GARDHIL A. CAYBIN	PRINT:	50 OF: 67

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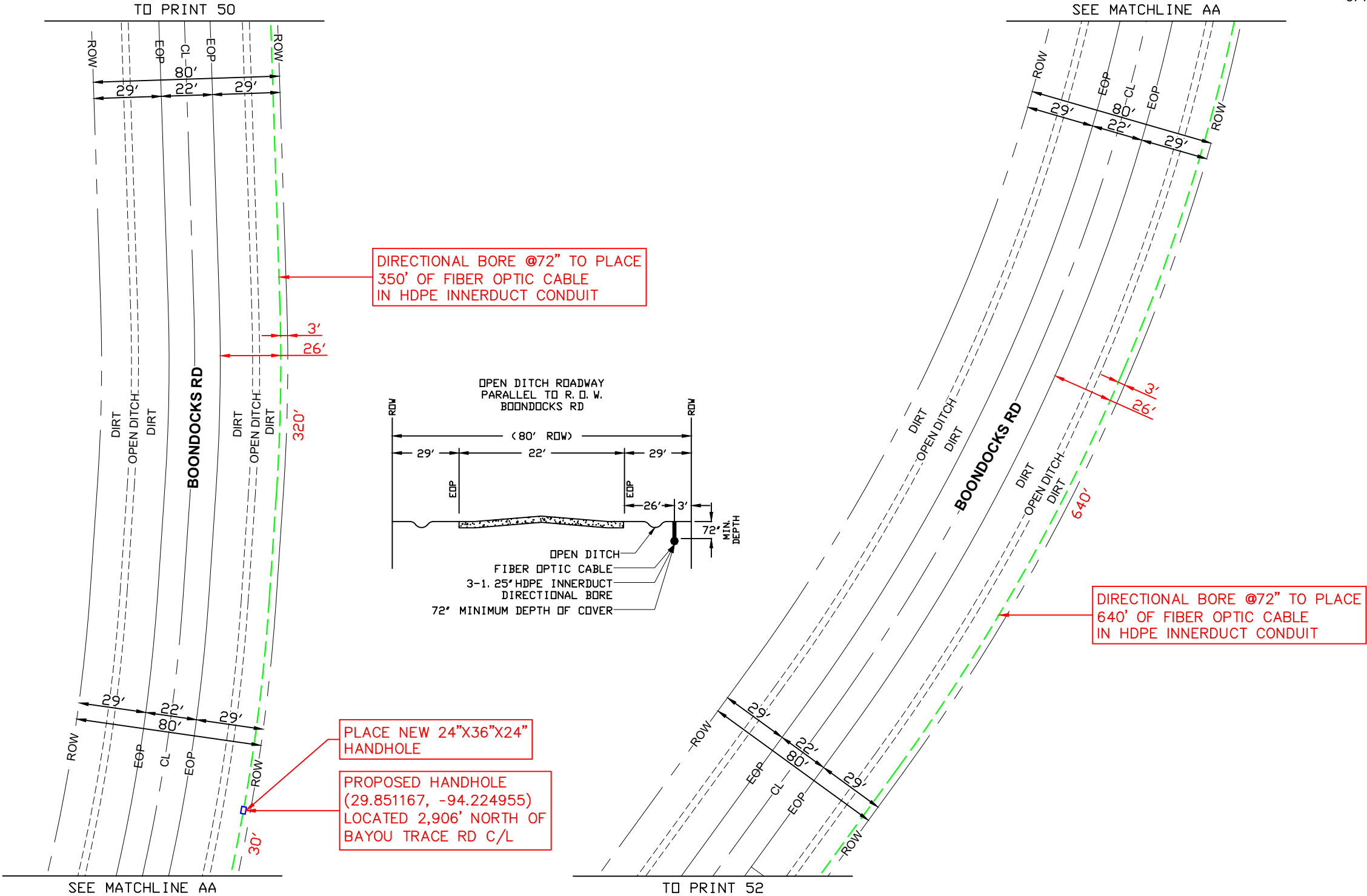


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DRAWN BY:	GARDHIL A. CAYBIN	PRINT:	51 OF: 67

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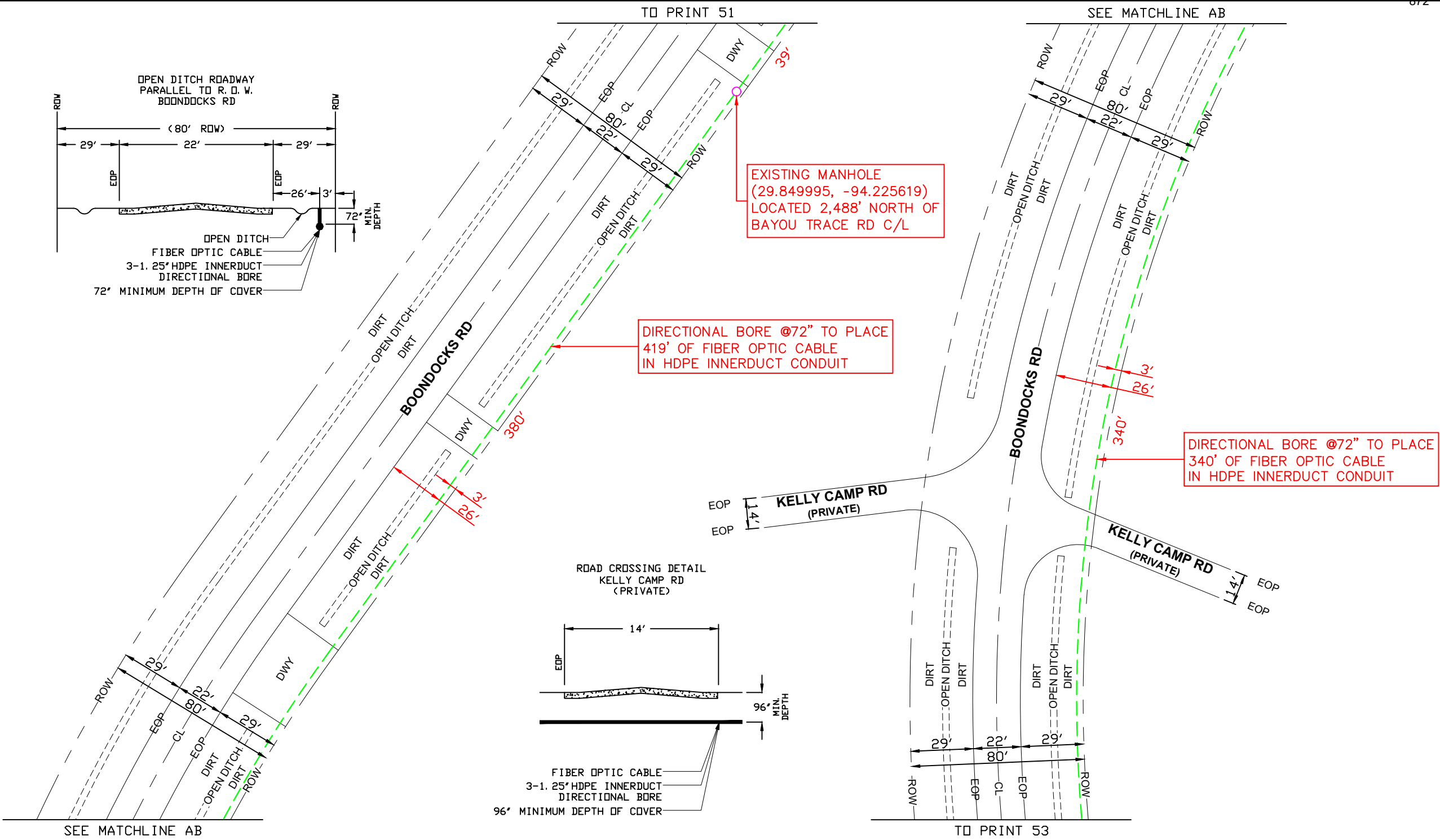
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PROJECT DESIGNATED ADDRESS:		A05AZ9V 1":50'	
11142 MAHON RD BEAUMONT, TX 77705			
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		13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742	
DRAWN BY:	GARDHIL A. CAYBIN		PRINT: 52 OF 67

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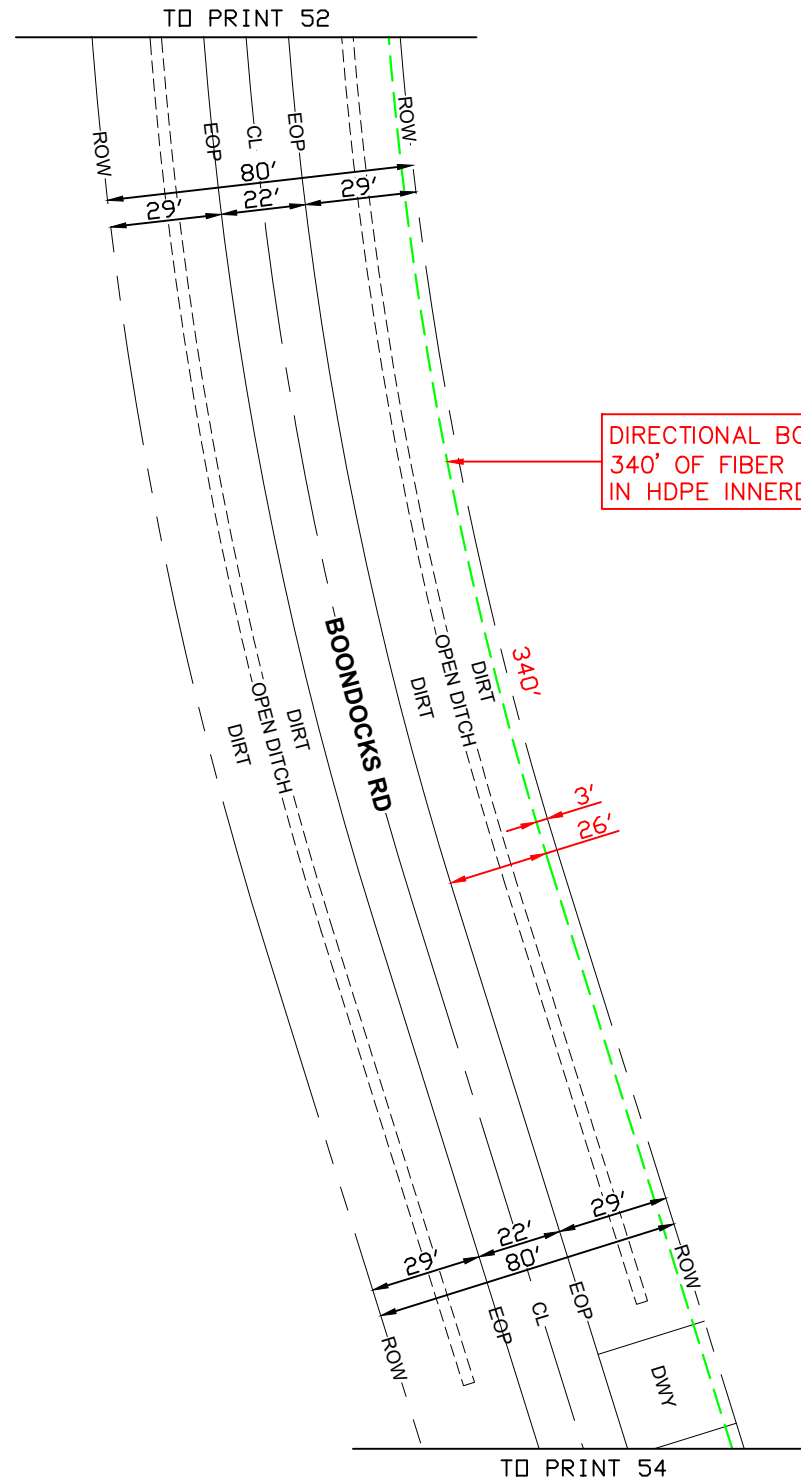
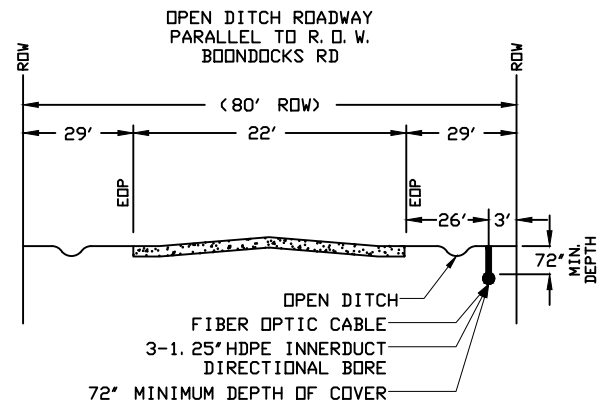
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CONSTRUCTION DRAWING

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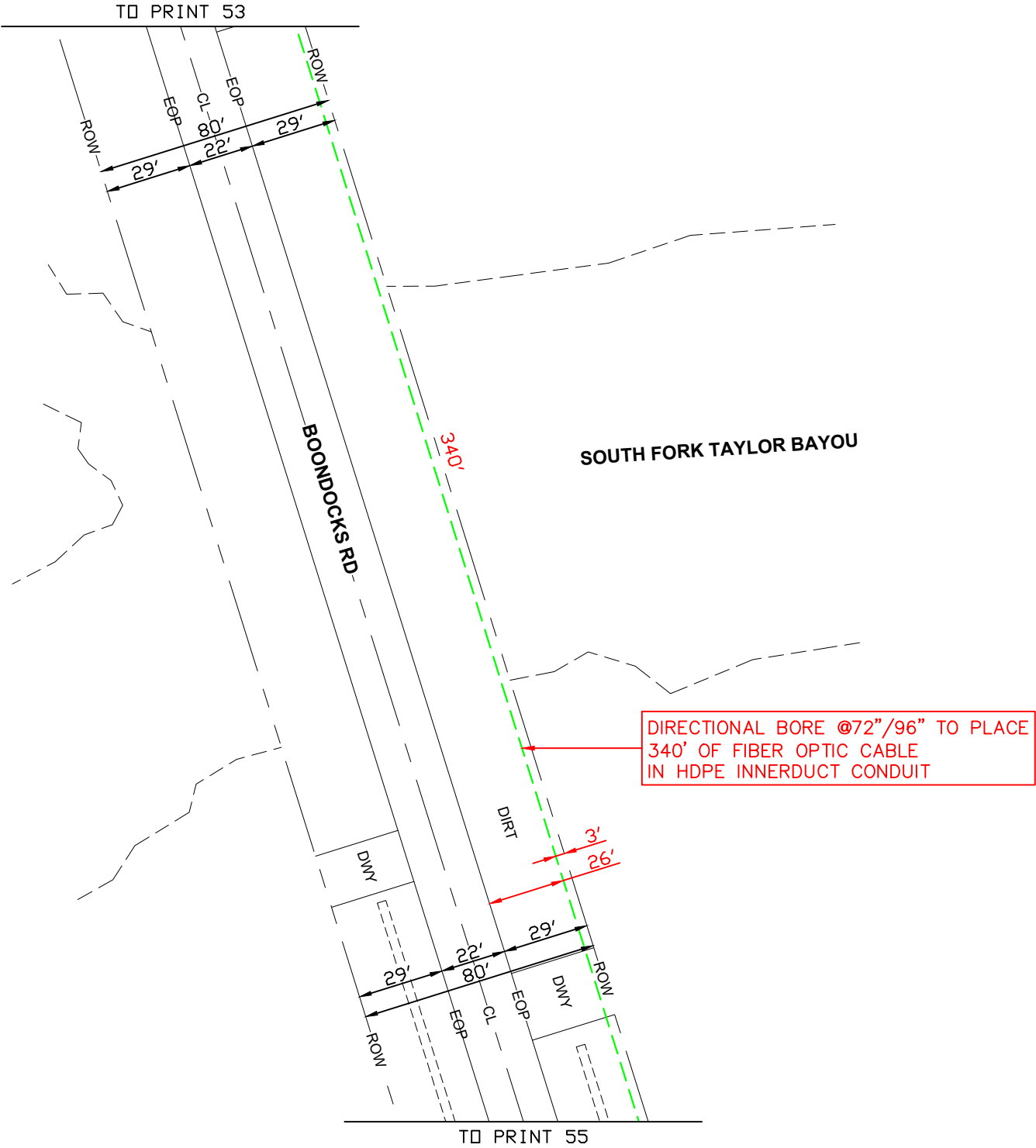
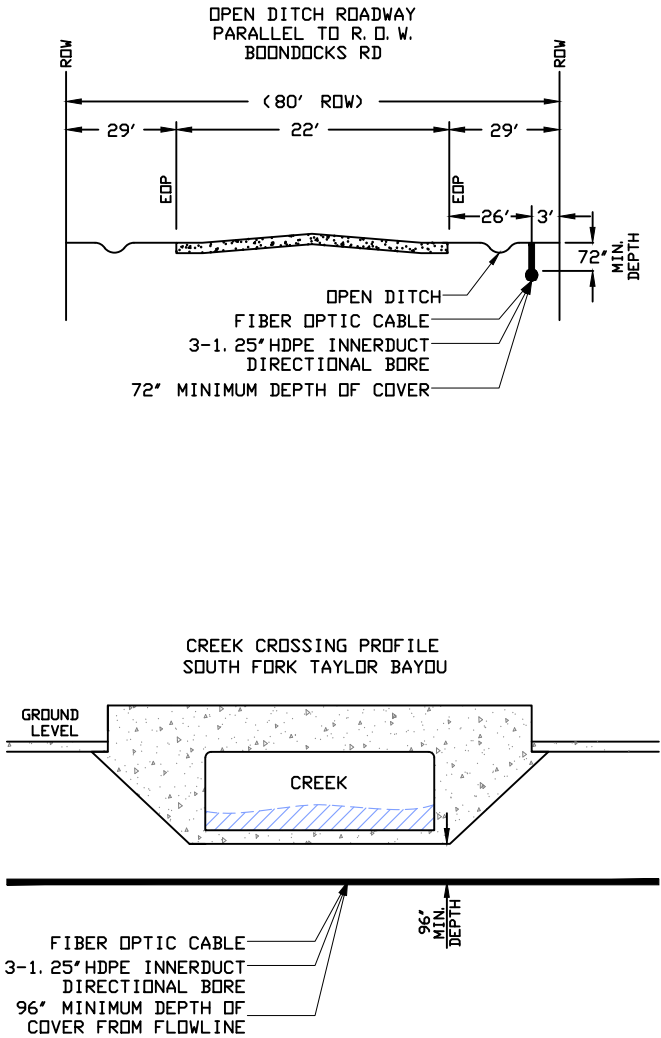


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A05AZ9V-BYERS-11142 MAHON RD			
ENGINEER ID:	EC5030	BYERS ENGINEER:	RICHARD BLOCK
 BYERS ENGINEERING COMPANY		Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold.	
		https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6.	
		https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm for telecom purposes.	
13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742			
DRAWN BY:	GARDHIL A. CAYBIN		PRINT: 54 OF: 67

CONSTRUCTION DRAWING

- CONSTRUCTION SPECIFICATIONS
1. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 10" LIFTS AT END OF EACH WORK DAY. (NO TRENCH LEFT OPEN OVERNIGHT).
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 6. CONDITION OF ROADUPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.
 7. MIN DEPTH TO TOP OF CABLE OR CONDUIT IS TO BE 96" BELOW CROWN OF ROAD AND 72" BELOW ANY ROADSIDE OPEN DITCH.

LEGEND

PROPOSED AT&T BURIED PLACEMENT

PROPOSED AT&T FIBER HAND HOLE

EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811



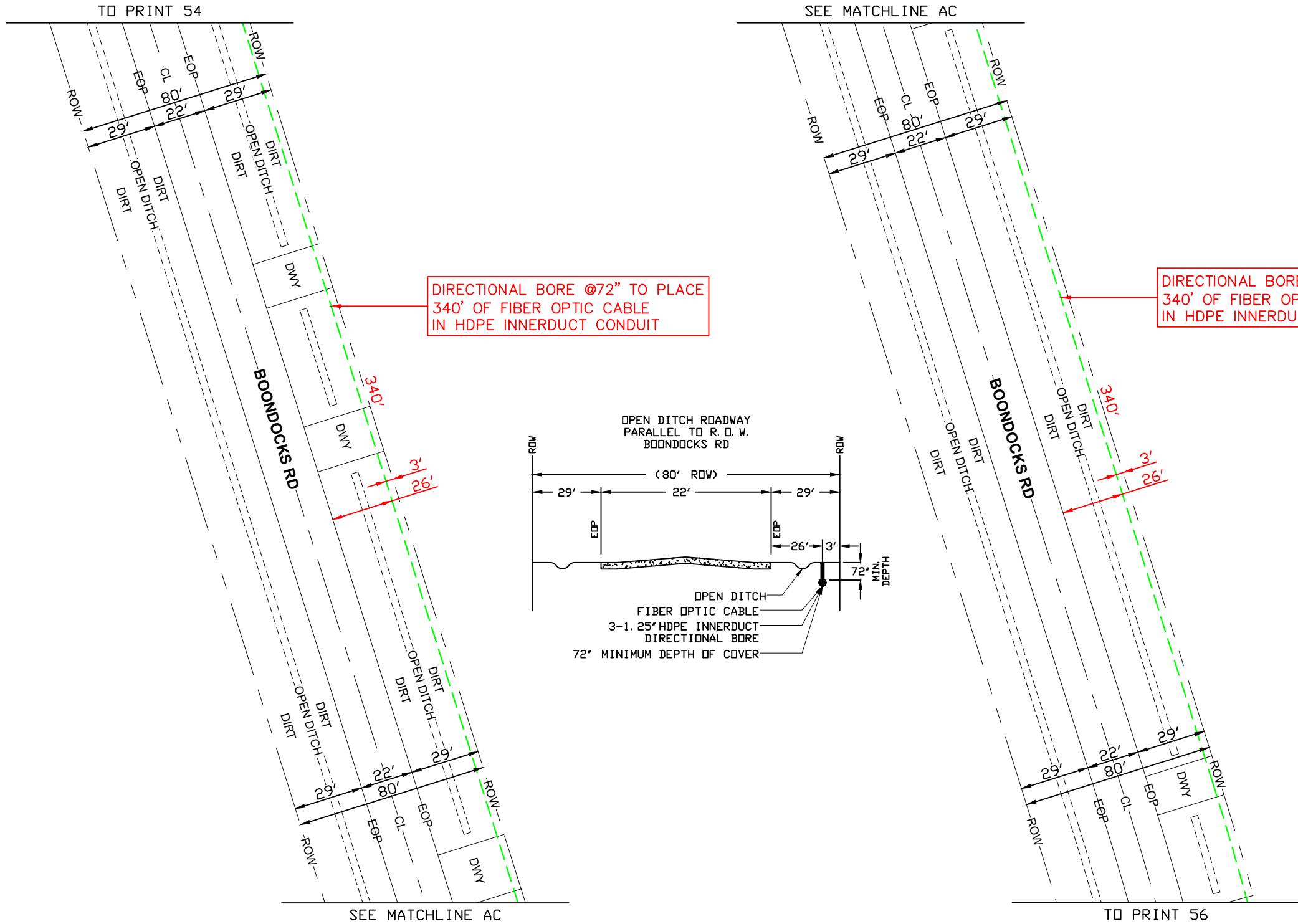
DEPTH OF COVER NOTE:
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UTILITY CROSSING NOTE:
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CONSTRUCTION DRAWING



REV: 00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS:		A05AZ9V
11142 MAHON RD BEAUMONT, TX 77705		1":50'
DRAWING NAME:		
A05AZ9V-BYERS-11142 MAHON RD		
ENGINEER ID: EC5030	BYERS ENGINEER:	RICHARD BLOCK
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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742		
DRAWN BY: GARDHIL A. CAYBIN	PRINT:	55 OF 67

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LEGEND

PROPOSED AT&T
BURIED PLACEMENT

PROPOSED AT&T
FIBER HAND HOLE



EXISTING HANDHOLE



EXISTING MANHOLE



RIGHT-OF-WAY

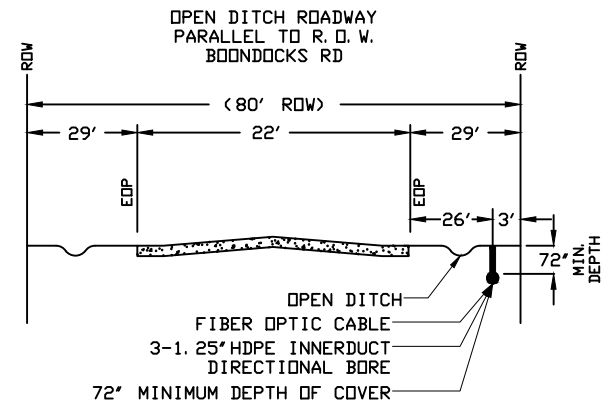
EDP

CENTERLINE

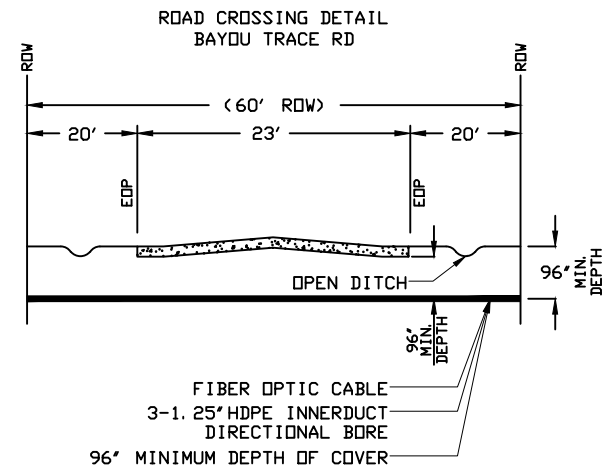
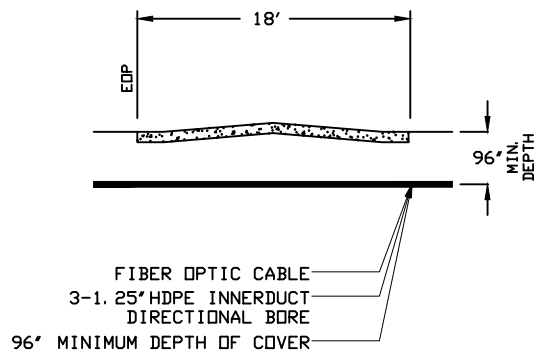
OPEN DITCH

GAS LINE

G G



ROAD CROSSING DETAIL
WHITE PERCH LN
(PRIVATE)



DEPTH OF COVER NOTE:

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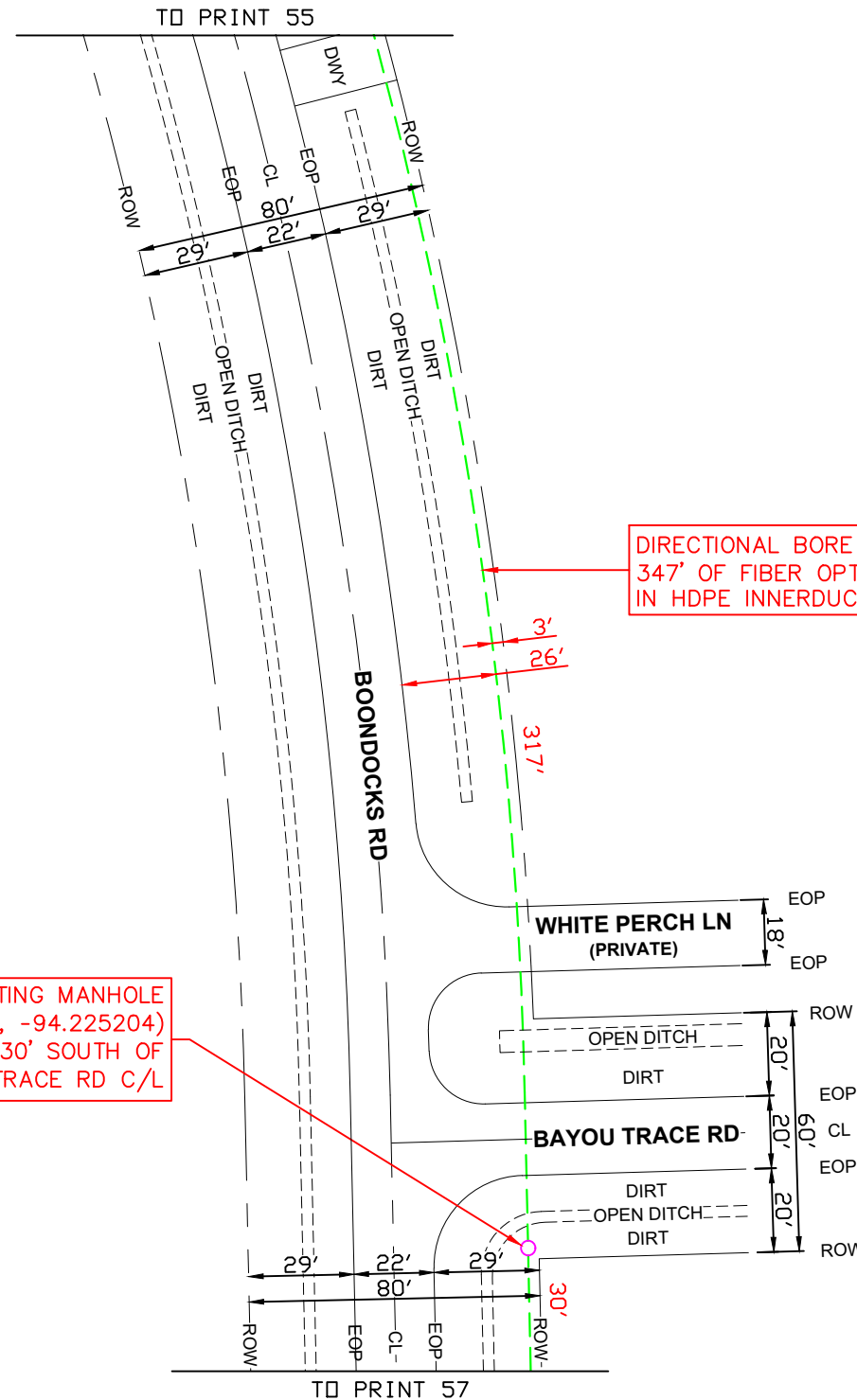
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EXISTING MANHOLE
(29.843112, -94.225204)
LOCATED 30' SOUTH OF
BAYOU TRACE RD C/L

REV: 00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705		A05AZ9V 1":50'
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD		
ENGINEER ID: EC5030	BYERS ENGINEER:	RICHARD BLOCK
Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm for telecom purposes.		
13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742		
DRAWN BY: GARDHIL A. CAYBIN	PRINT:	56 OF: 67

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811



CONSTRUCTION DRAWING

CONSTRUCTION SPECIFICATIONS

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LEGEND

PROPOSED AT&T
BURIED PLACEMENT

PROPOSED AT&T
FIBER HAND HOLE



EXISTING HANDHOLE



EXISTING MANHOLE



RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

G G

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811



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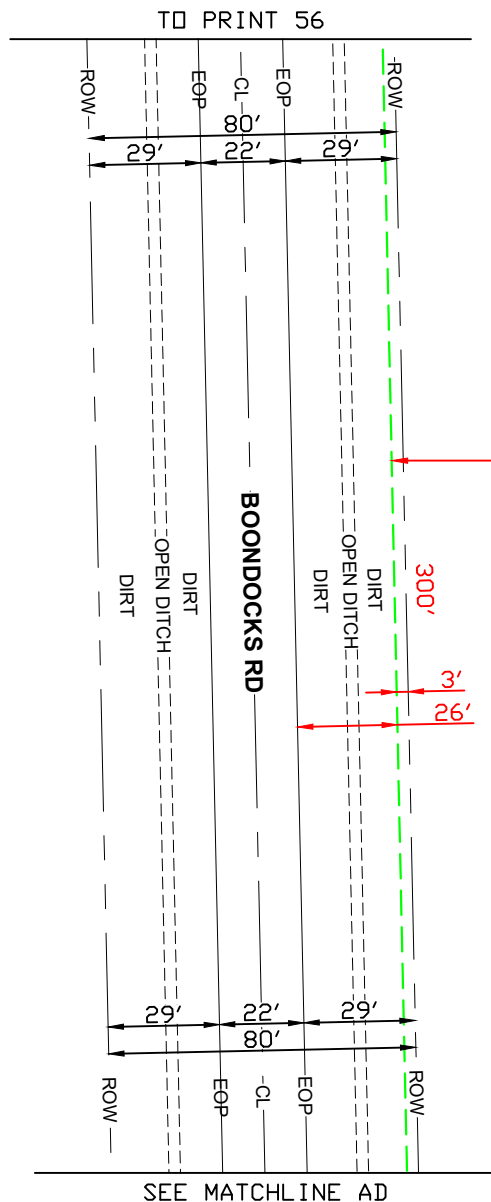
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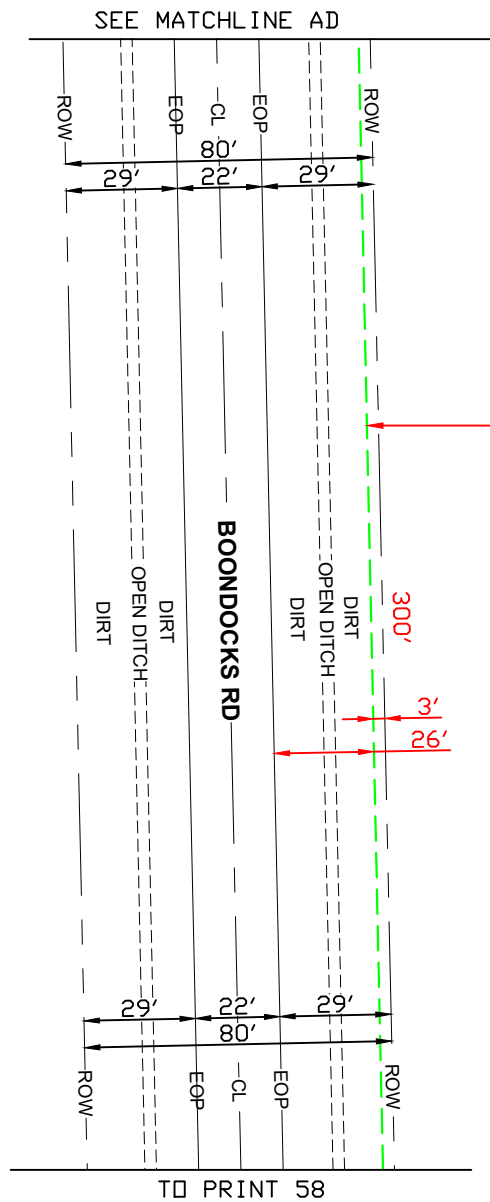
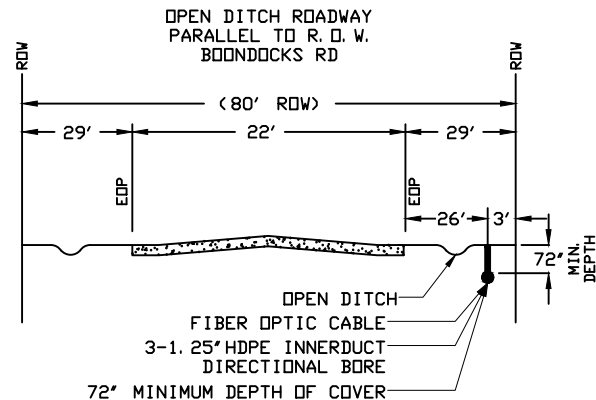
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DIRECTIONAL BORE @72" TO PLACE 300' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT



DIRECTIONAL BORE @72" TO PLACE 300' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT

REV:	00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS:			A05AZ9V 1":50'
11142 MAHON RD BEAUMONT, TX 77705			
DRAWING NAME:			
A05AZ9V-BYERS-11142 MAHON RD			
ENGINEER ID:	EC5030	BYERS ENGINEER:	RICHARD BLOCK
		Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm for telecom purposes.	
13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742			
DRAWN BY:	GARDHIL A. CAYBIN	PRINT:	57 OF 67

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LEGEND

PROPOSED AT&T BURIED PLACEMENT

PROPOSED AT&T FIBER HAND HOLE

EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

EDP

CENTERLINE

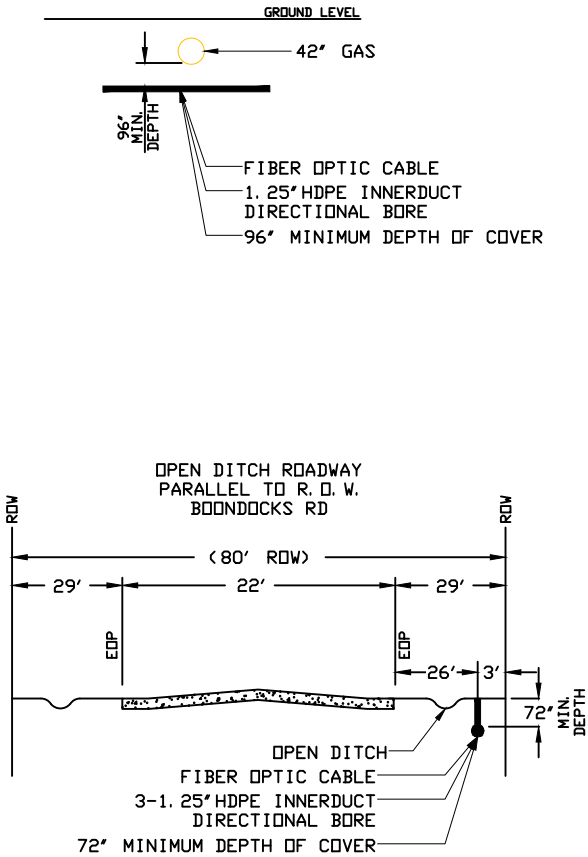
OPEN DITCH

GAS LINE

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811



ROAD CROSSING DETAIL L-L
BOONDOCKS RD



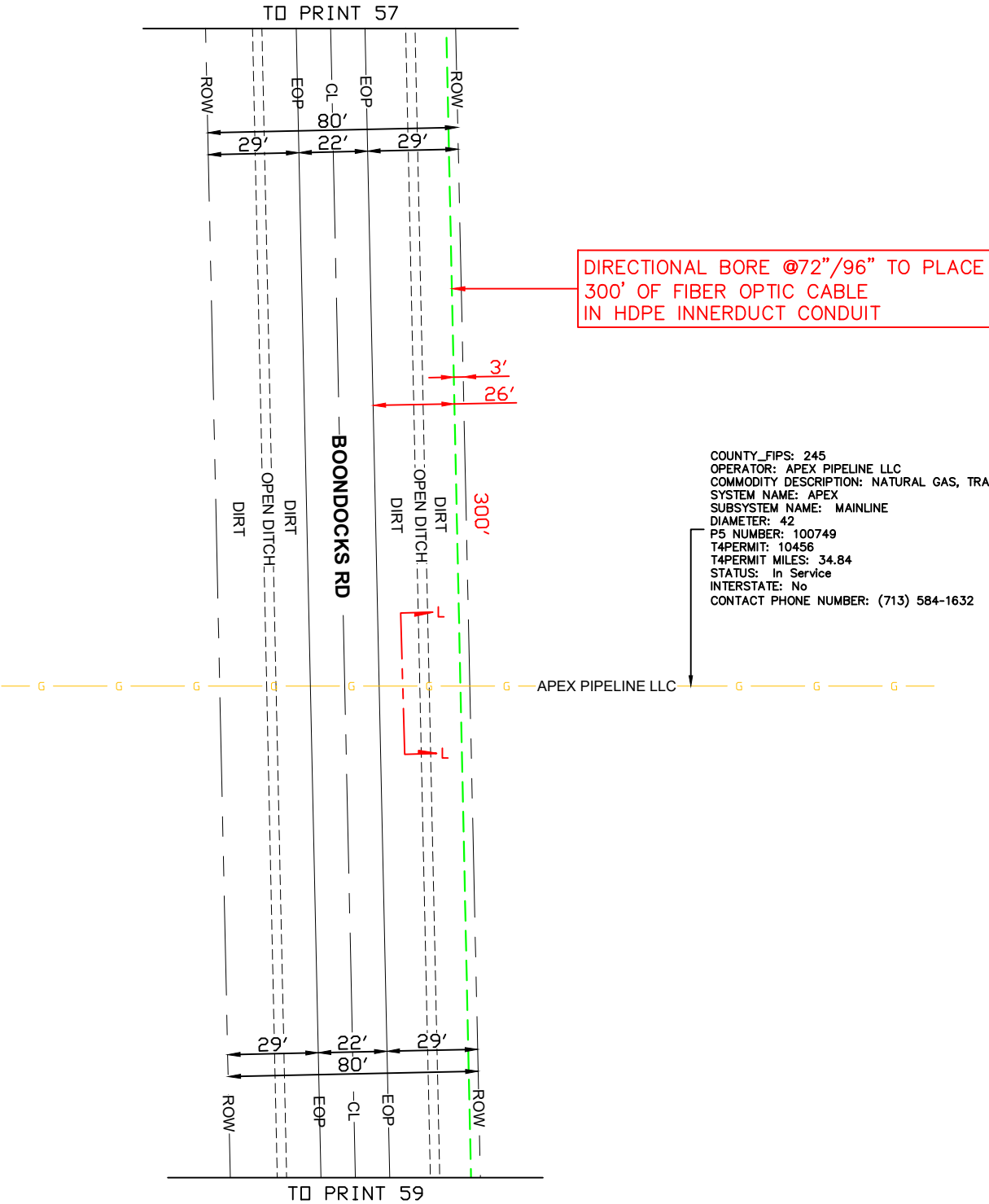
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CONSTRUCTION DRAWING



COUNTY_FIPS: 245
OPERATOR: APEX PIPELINE LLC
COMMODITY DESCRIPTION: NATURAL GAS, TRANSMISSION
SYSTEM NAME: APEX
SUBSYSTEM NAME: MAINLINE
DIAMETER: 42
P5 NUMBER: 100749
T4PERMIT: 10456
T4PERMIT MILES: 34.84
STATUS: In Service
INTERSTATE: No
CONTACT PHONE NUMBER: (713) 584-1632

REV: 00		REVDATE: 10.2.2025	
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705		A05AZ9V 1":50'	
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD			
ENGINEER ID:	EC5030	BYERS ENGINEER:	RICHARD BLOCK
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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742			
DRAWN BY:	GARDHIL A. CAYBIN	PRINT:	58 OF: 67

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PROPOSED AT&T BURIED PLACEMENT

PROPOSED AT&T FIBER HAND HOLE

EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811

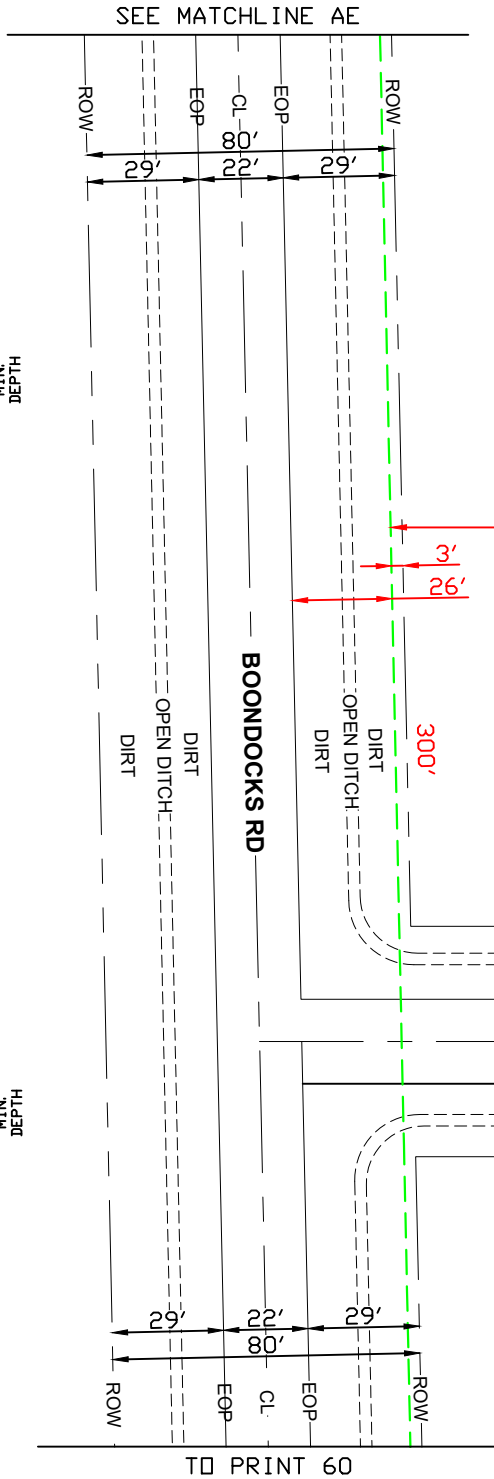
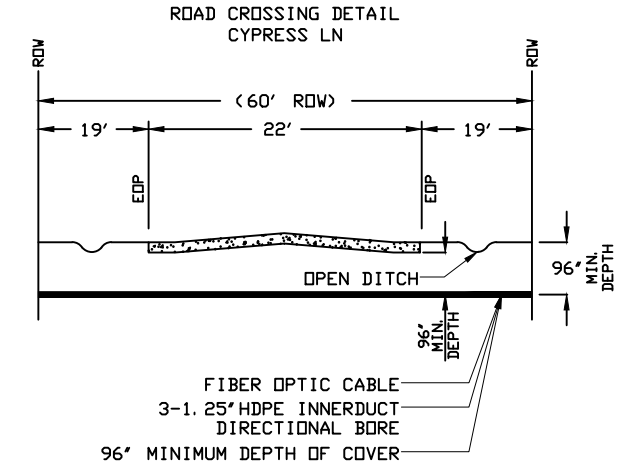
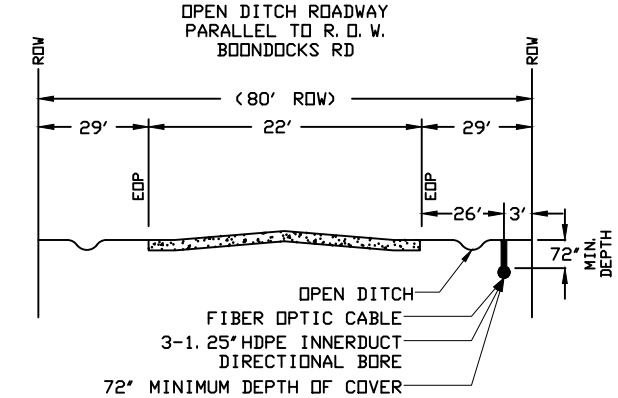
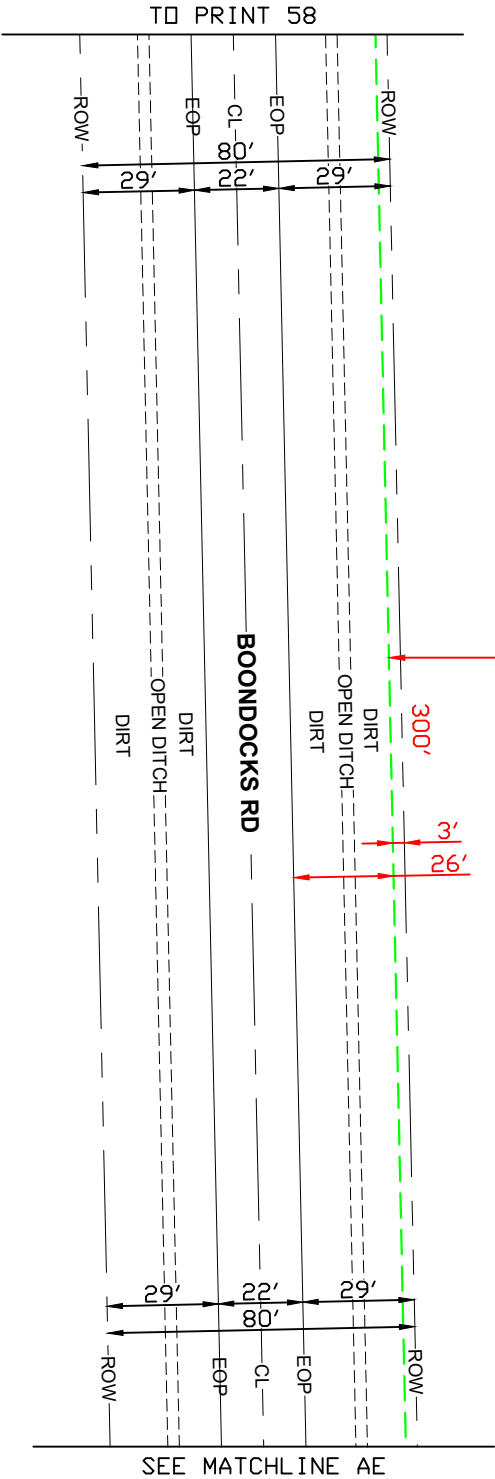


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DIRECTIONAL BORE @72"/96" TO PLACE 300' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT

DIRECTIONAL BORE @72" TO PLACE 300' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT

REV: 00	REVDATE: 10.2.2025
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705	A05AZ9V 1":50'
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD	
ENGINEER ID: EC5030	BYERS ENGINEER: RICHARD BLOCK
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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742	
DRAWN BY: GARDHIL A. CAYBIN	PRINT: 59 OF: 67

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PROPOSED AT&T BURIED PLACEMENT

PROPOSED AT&T FIBER HAND HOLE

EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811

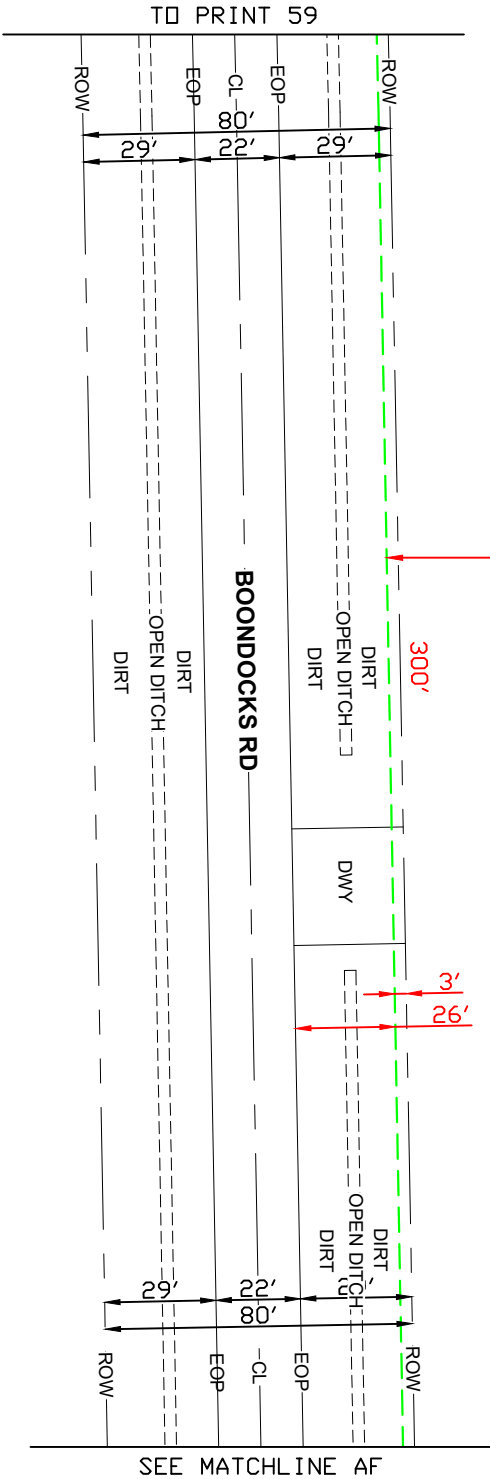


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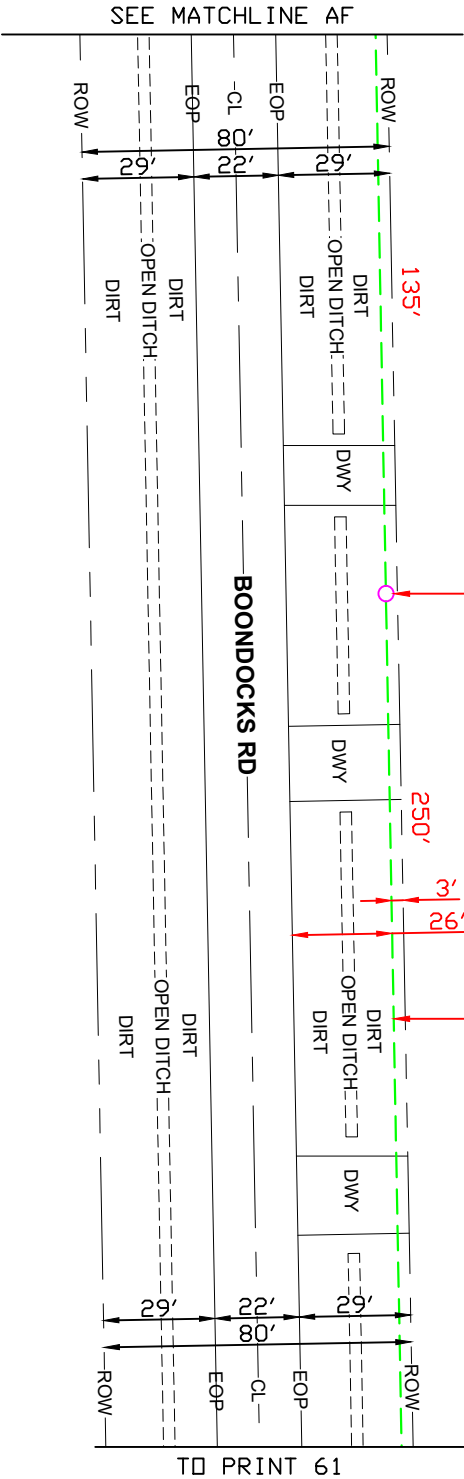
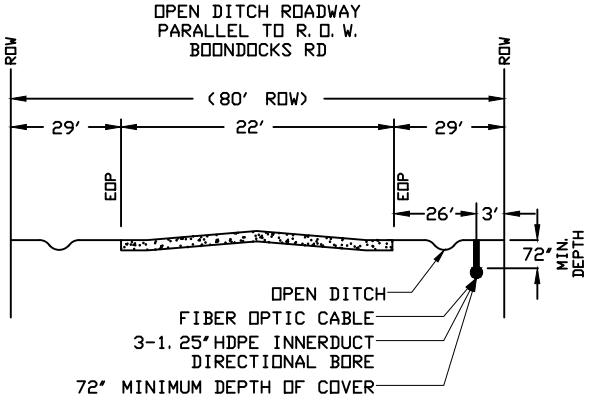
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DIRECTIONAL BORE @72" TO PLACE 300' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT



EXISTING MANHOLE (29.836939, -94.225096) LOCATED 619' SOUTH OF CYPRESS LN C/L

DIRECTIONAL BORE @72" TO PLACE 385' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT

REV: 00	REVDATE: 10.2.2025	
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705		A05AZ9V 1":50'
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD		
ENGINEER ID: EC5030	BYERS ENGINEER: RICHARD BLOCK	
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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742		
DRAWN BY: GARDHIL A. CAYBIN	PRINT: 60 OF: 67	

- CONSTRUCTION SPECIFICATIONS
1. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 10" LIFTS AT END OF EACH WORK DAY. (NO TRENCH LEFT OPEN OVERNIGHT).
 2. ALL EXCESS EXCAVATION TO BE REMOVED FROM ROAD RIGHT-OF-WAY AT THE END OF EACH WORK DAY.
 3. OPEN DITCHES TO BE OPENED AT THE END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
 4. ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ADEQUATE FLAGMEN, SIGNS, SIGNALS, ETC. TO PROVIDE COMPLETE SAFETY TO THE PUBLIC.
 5. IF IT BECOMES NECESSARY FOR EQUIPMENT TO OPERATE ON A PORTION OF THE PAVEMENT, PRECAUTIONS SHOULD BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
 6. CONDITION OF ROADUPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.
 7. MIN DEPTH TO TOP OF CABLE OR CONDUIT IS TO BE 96" BELOW CROWN OF ROAD AND 72" BELOW ANY ROADSIDE OPEN DITCH.

LEGEND

PROPOSED AT&T BURIED PLACEMENT

PROPOSED AT&T FIBER HAND HOLE

EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811

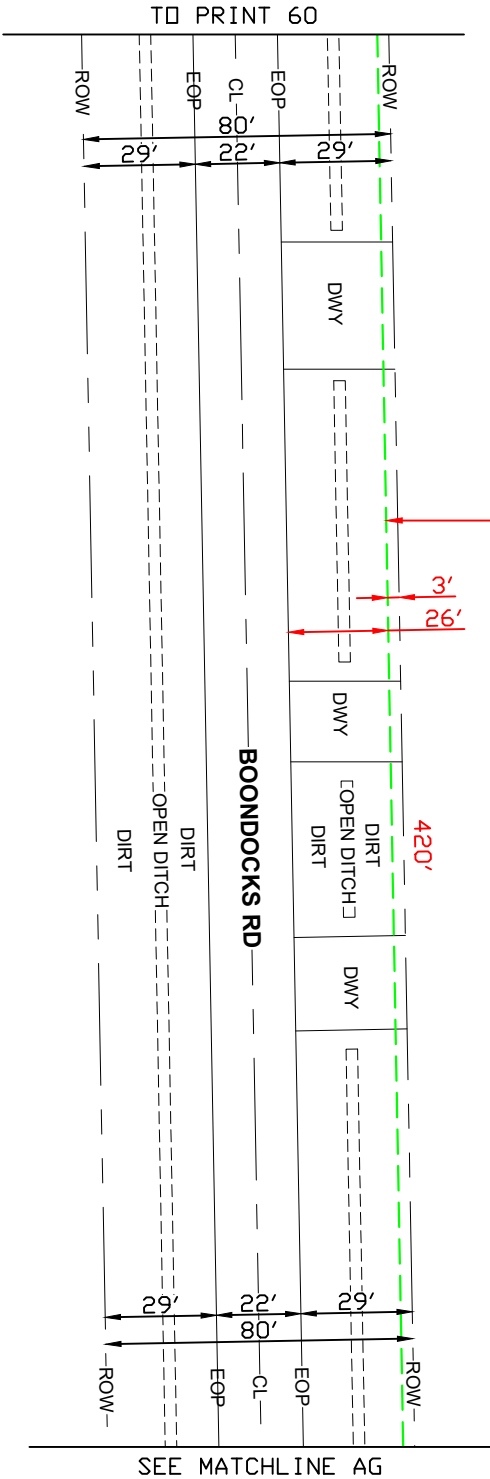


DEPTH OF COVER NOTE:
-WHEN PLACING PARALLEL/ALONG ANY ROAD, ENSURE 72" DEPTH OF COVER.
-WHILE CROSSING ANY ROAD OR PAVED SURFACE, DEPTH OF COVER SHALL BE 96"
-FOR DITCHES, DEPTH OF COVER MUST BE 72" AS MEASURED FROM MAX DEPTH FLOW LINE.

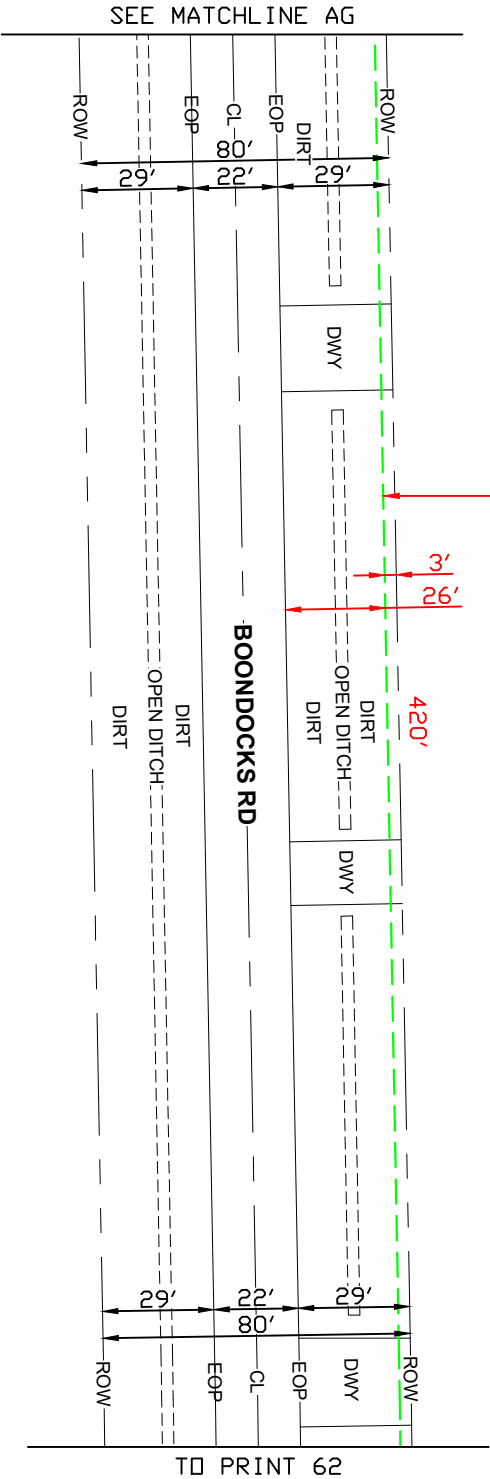
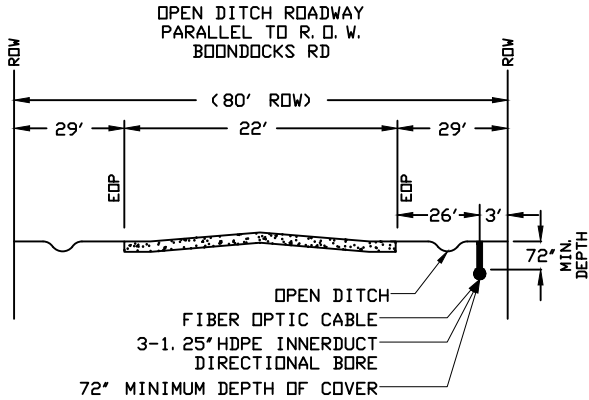
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ADDITIONAL TRAFFIC NOTES:
CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD - LATEST EDITION WITH REVISIONS) DURING CONSTRUCTION. NO LANES SHALL BE BLOCKED DURING CONSTRUCTION.

NOTE:
ALL CONSTRUCTION CAN BE COMPLETED IN THE ROW WITHOUT INTERRUPTING THE FLOW OF TRAFFIC. EXPOSE ALL UTILITIES IN AREA BEFORE CROSSING.



DIRECTIONAL BORE @72" TO PLACE 420' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT



DIRECTIONAL BORE @72" TO PLACE 420' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT

REV: 00	REVDATE: 10.2.2025
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705	A05AZ9V 1":50'
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD	
ENGINEER ID: EC5030	BYERS ENGINEER: RICHARD BLOCK
 Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/html/OC.1001.htm for telecom purposes.	
13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742	
DRAWN BY: GARDHIL A. CAYBIN	PRINT: 61 OF: 67

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LEGEND

PROPOSED AT&T
BURIED PLACEMENT

PROPOSED AT&T
FIBER HAND HOLE



EXISTING HANDHOLE



EXISTING MANHOLE



RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

G G

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811



DEPTH OF COVER NOTE:

- WHEN PLACING PARALLEL/ALONG ANY ROAD, ENSURE 72" DEPTH OF COVER.
- WHILE CROSSING ANY ROAD OR PAVED SURFACE, DEPTH OF COVER SHALL BE 96"
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UTILITY CROSSING NOTE:

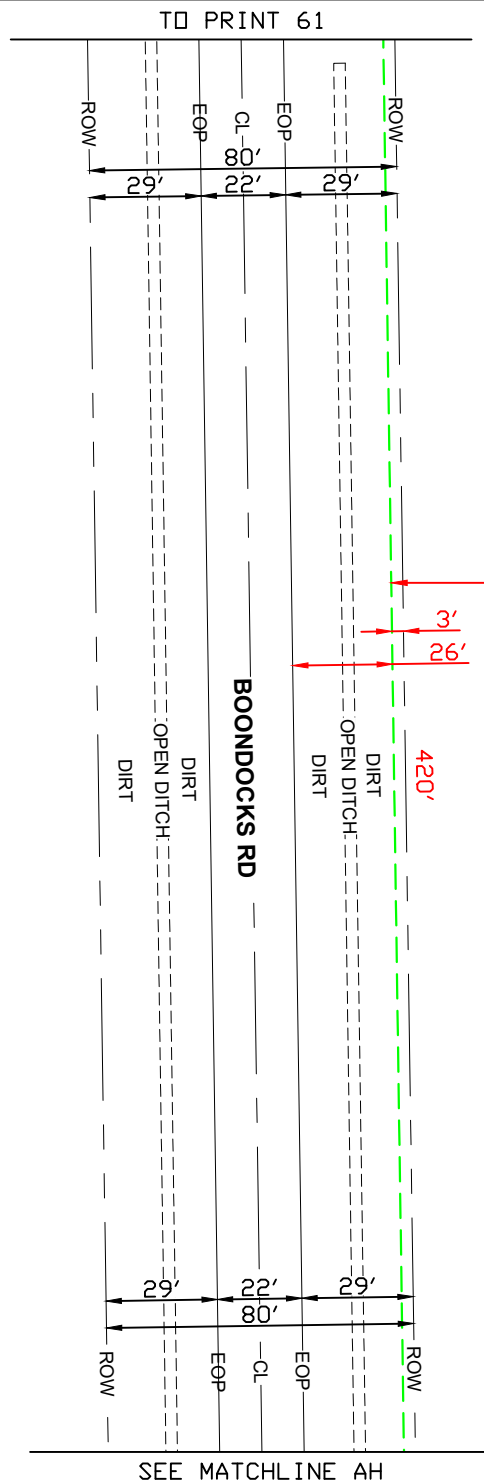
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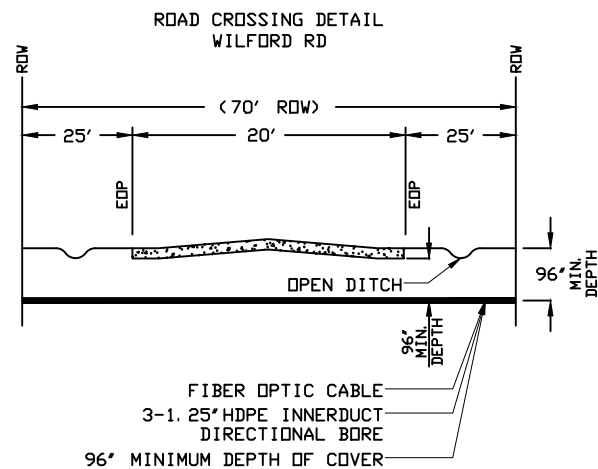
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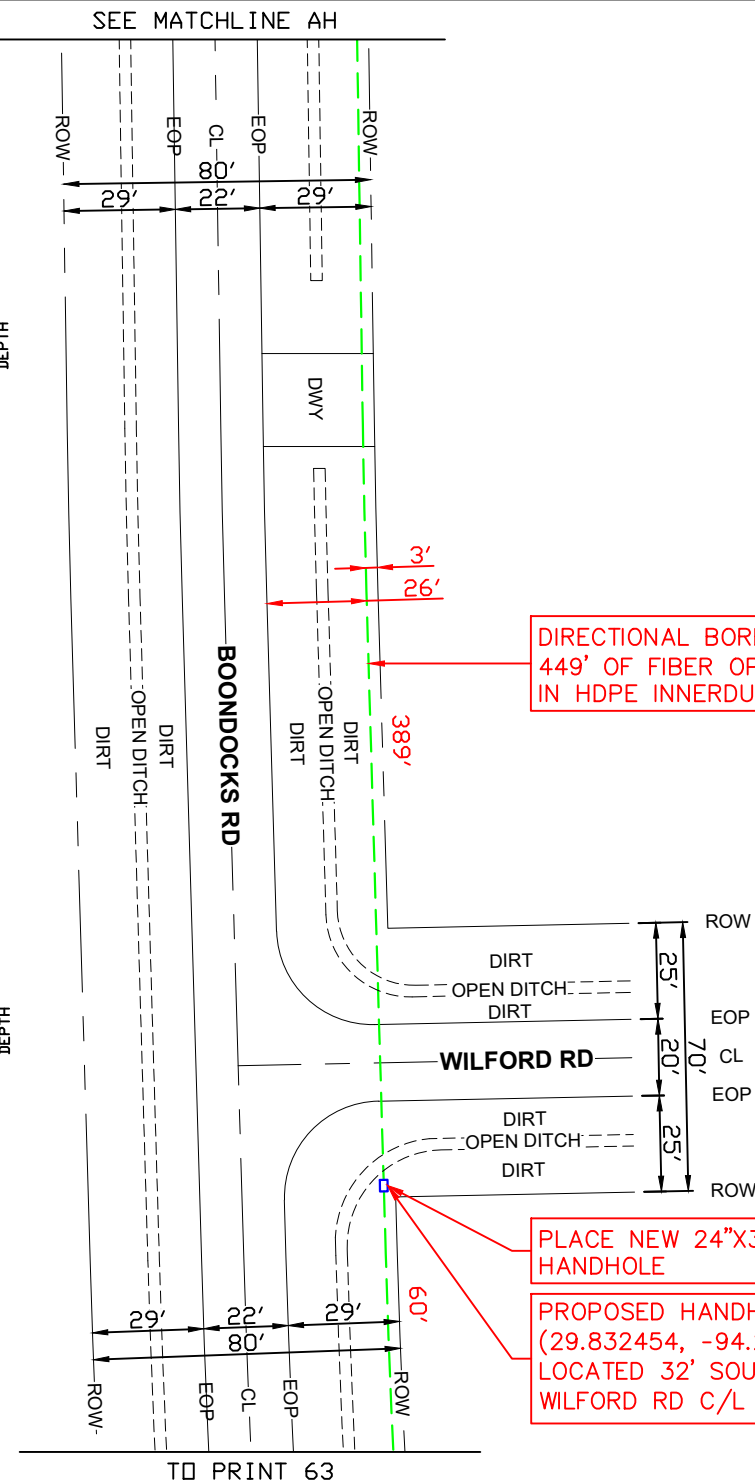
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DIRECTIONAL BORE @72" TO PLACE
420' OF FIBER OPTIC CABLE
IN HDPE INNERDUCT CONDUIT



SEE MATCHLINE AH



DIRECTIONAL BORE @72"/96" TO PLACE
449' OF FIBER OPTIC CABLE
IN HDPE INNERDUCT CONDUIT

PLACE NEW 24"x36"x24"
HANDHOLE

PROPOSED HANDHOLE
(29.832454, -94.225027)
LOCATED 32' SOUTH OF
WILFORD RD C/L

REV: 00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705		A05AZ9V 1":50'
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD		
ENGINEER ID: EC5030	BYERS ENGINEER:	RICHARD BLOCK
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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742		
DRAWN BY: GARDHIL A. CAYBIN	PRINT:	62 OF 67

CONSTRUCTION DRAWING

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PROPOSED AT&T FIBER HAND HOLE

EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

EOP

CENTERLINE

OPEN DITCH

GAS LINE

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811



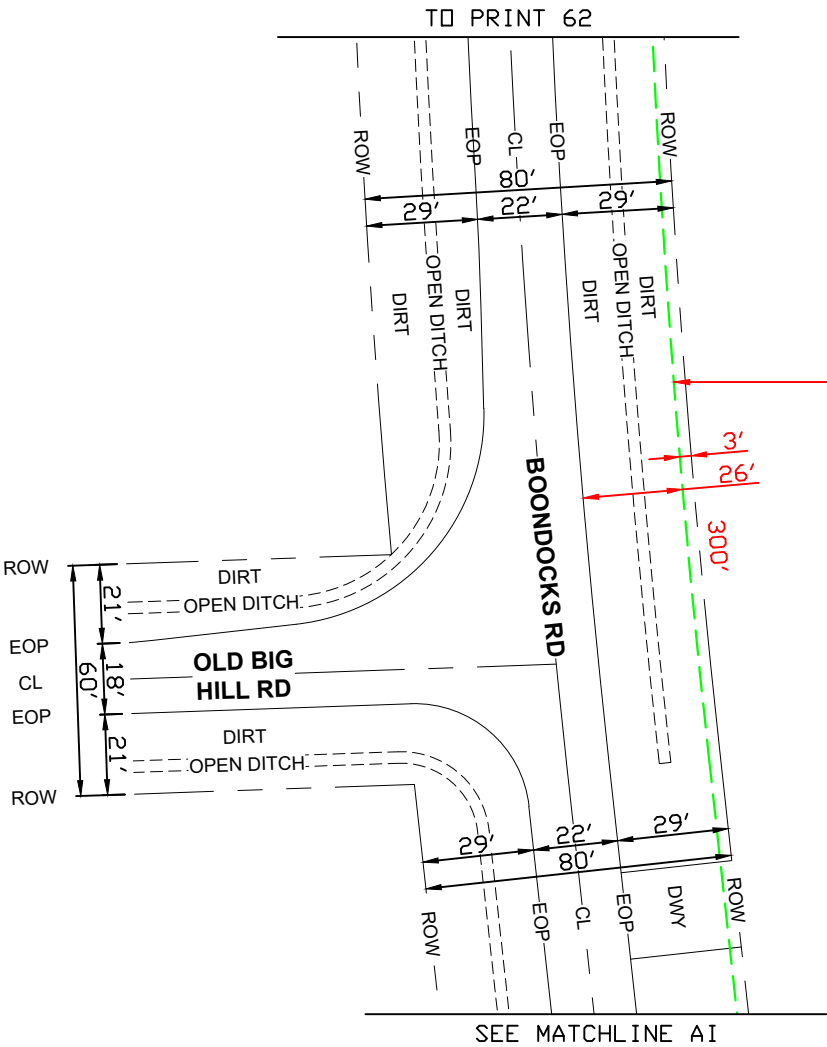
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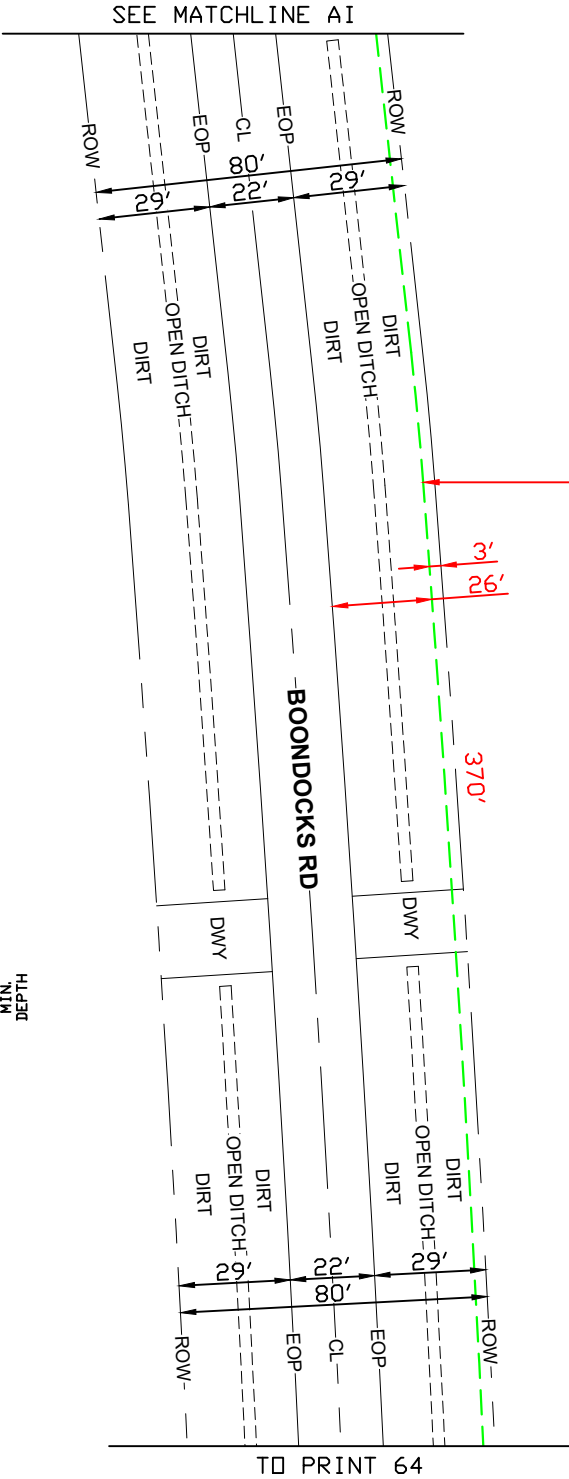
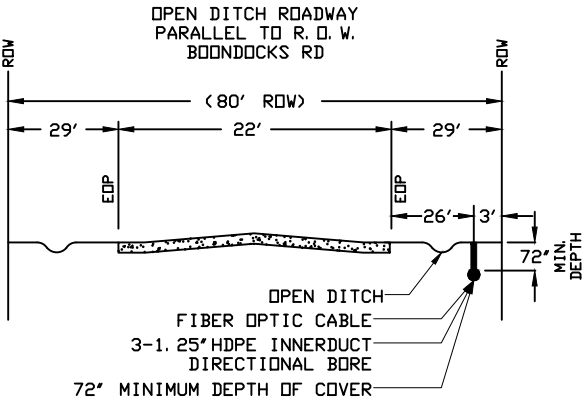
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CONSTRUCTION DRAWING



DIRECTIONAL BORE @72" TO PLACE 300' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT



DIRECTIONAL BORE @72" TO PLACE 370' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT

REV: 00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705		A05AZ9V 1"=50'
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD		
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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742		
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PROPOSED AT&T FIBER HAND HOLE

EXISTING HANDHOLE

EXISTING MANHOLE

RIGHT-OF-WAY

EDP

CENTERLINE

OPEN DITCH

GAS LINE

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2 DAYS PRIOR
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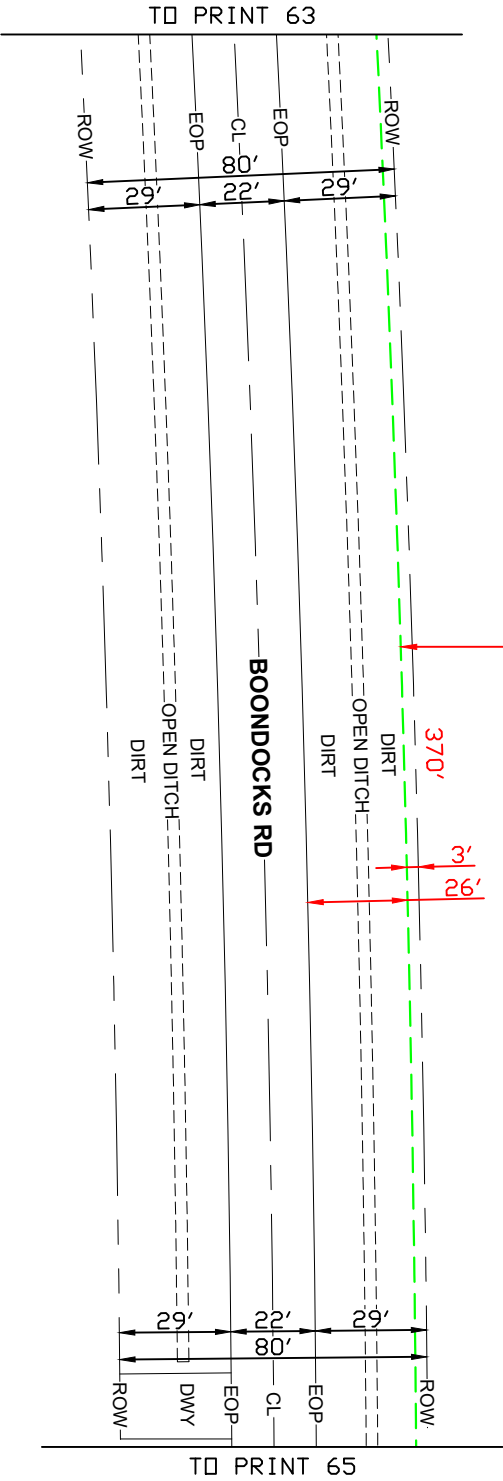
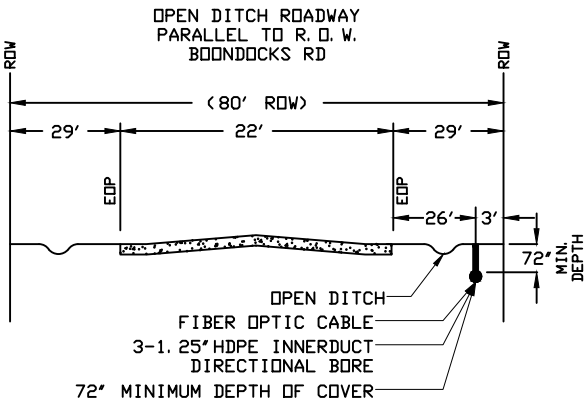


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DIRECTIONAL BORE @72" TO PLACE 370' OF FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT

REV:	00	REVDATE:	10.2.2025			
PROJECT DESIGNATED ADDRESS:			A05AZ9V 1":50'			
11142 MAHON RD BEAUMONT, TX 77705						
DRAWING NAME:						
A05AZ9V-BYERS-11142 MAHON RD						
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 BYERS ENGINEERING COMPANY		Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold.				
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DRAWN BY:	GARDHIL A. CAYBIN		PRINT:	64	OF:	67

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PROPOSED AT&T
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EXISTING MANHOLE



RIGHT-OF-WAY

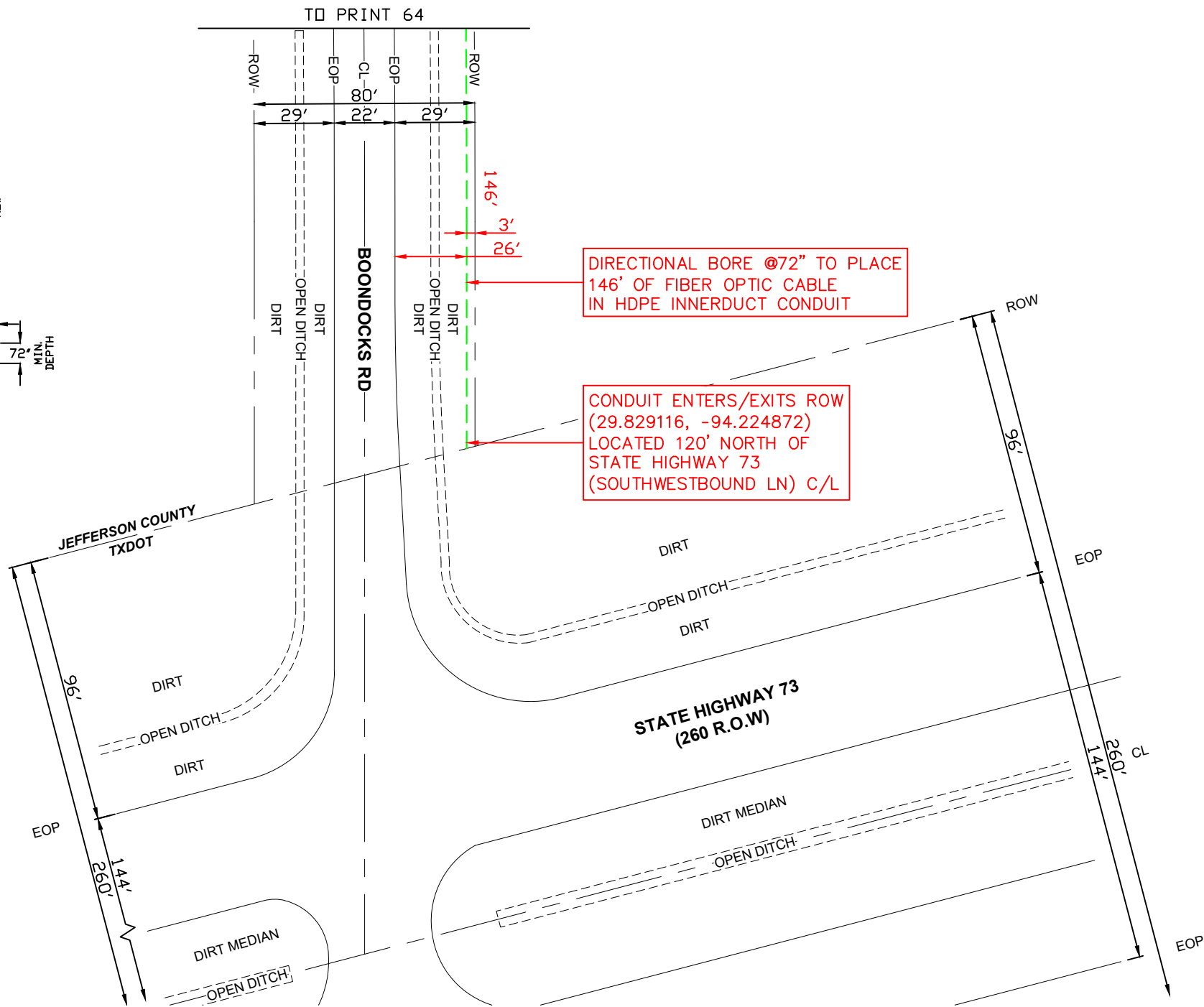
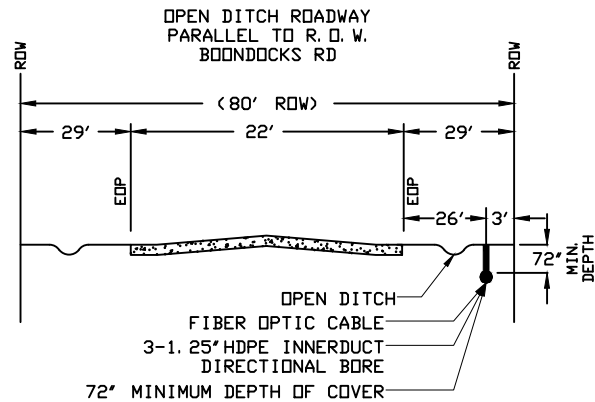
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CONSTRUCTION DRAWING

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DRAWN BY: GARDHIL A. CAYBIN	PRINT: 65 OF: 67

2436

OLDCASTLE POLYMER
(formerly H-Series)

COVER

- Style: Flush Solid
- Material: Polymer Concrete
- Model: 24" x 36"
- Weight: Tier 15: 150 lbs.
Tier 22: 204 lbs.
- Std. Fasteners: 1/2-13 Stainless Steel Hex Head Bolt, Washer and Floating Nut
- Options: Logos and Special Markings
- Surface: Slip Resistant
- Performance: ANSI/SCTE-77, Tier 15 or Tier 22*

Cover comes standard with permanent markings for manufacturer, load rating, model size and manufacturing location.

BODY

- Material: Polymer Concrete
- Model: 24" x 36"
- Weight: 18" Depth: 142 lbs.
24" Depth: 175 lbs.
36" Depth: 242 lbs.
- Wall Type: Straight
- Performance: ANSI/SCTE-77 Tier 22

LOAD RATING / NOTES

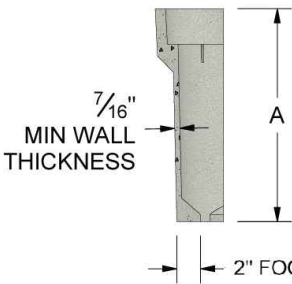
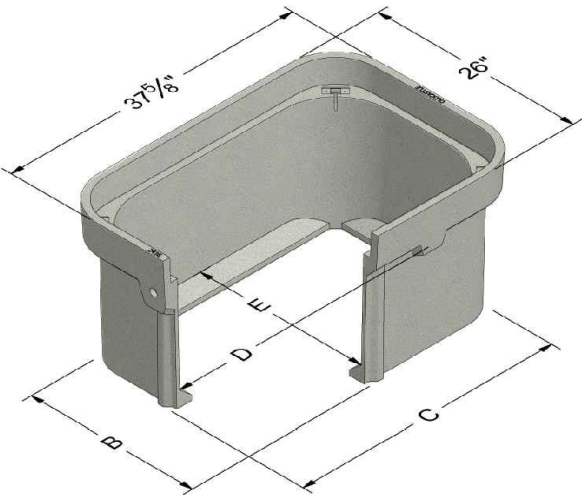
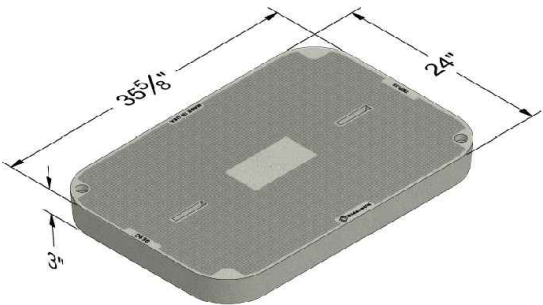
- 16

MEDIUM DUTY
ANSI/SCTE TIER 15
- TRUCK

HEAVY DUTY
ANSI/SCTE TIER 22

For use in non-vehicular traffic situations only. Weights and dimensions may vary slightly. Actual load rating is determined by the box and cover combination.

* Based upon lid and body combination, this unit can be Tier 15 or Tier 22. T22 rating when paired with T22 polymer concrete lid.



	A	B	C	D	E
2436-18	18	23-5/8	35-1/4	33-3/15	21-9/16
2436-24	24	23-3/8	34-15/16	32-13/16	21-5/16
2436-30	30	23-1/2	35-1/8	32-3/4	21-1/8
2436-36	36	23-3/16	34-11/16	32-7/16	20-15/16

COVER OPTIONS

- Oldcastle Polymer, Flush Solid
- Oldcastle Polymer, Flush 2-Piece
- Oldcastle Polymer, Flush Pedestal Provision
- Steel, Solid



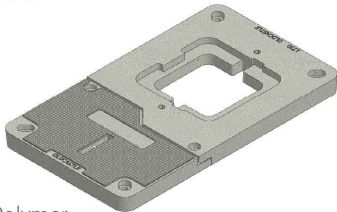
Polymer Solid



Steel Solid



Polymer 2-Piece



Polymer Pedestal Provision

FASTENER OPTIONS

- Hex Head Bolt (A)
- Penta Head Bolt (B)
- Penta Head Coil Thread Bolt (B)
- Oldcastle Vandal Resistant Bolt (C)
- Captive Bolt Retainer



Standard Thread



A



B



C



Coil Thread



Bolt Retainer
(for standard thread)

ADD ON OPTIONS

- EMS Marker
- Mouseholes/Knockouts
- Rack Mount
- Cable Racks/Cable Arms
- Unistrut
- Pulling Eye - 1,000 lb and 3,000 lb
- Ground Buss
- Dividers
- Racking Provision
- Lid Gaskets*
- Solid Bottom
- Custom Marking Plate (Polymer)



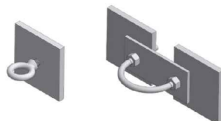
Rack Mount



Cable Rack
Cable Arm



Unistrut



Pulling Eye



EMS Marker



Ground Bus

* Lid Gaskets inhibit water flow into the box, they do not make enclosure fully waterproof.

REV: 00	REVDATE:	10.2.2025
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705		A05AZ9V NOT TO SCALE
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD		
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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742		
DRAWN BY: GARDHIL A. CAYBIN	PRINT:	66 OF: 67

ALL CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4500 psi.

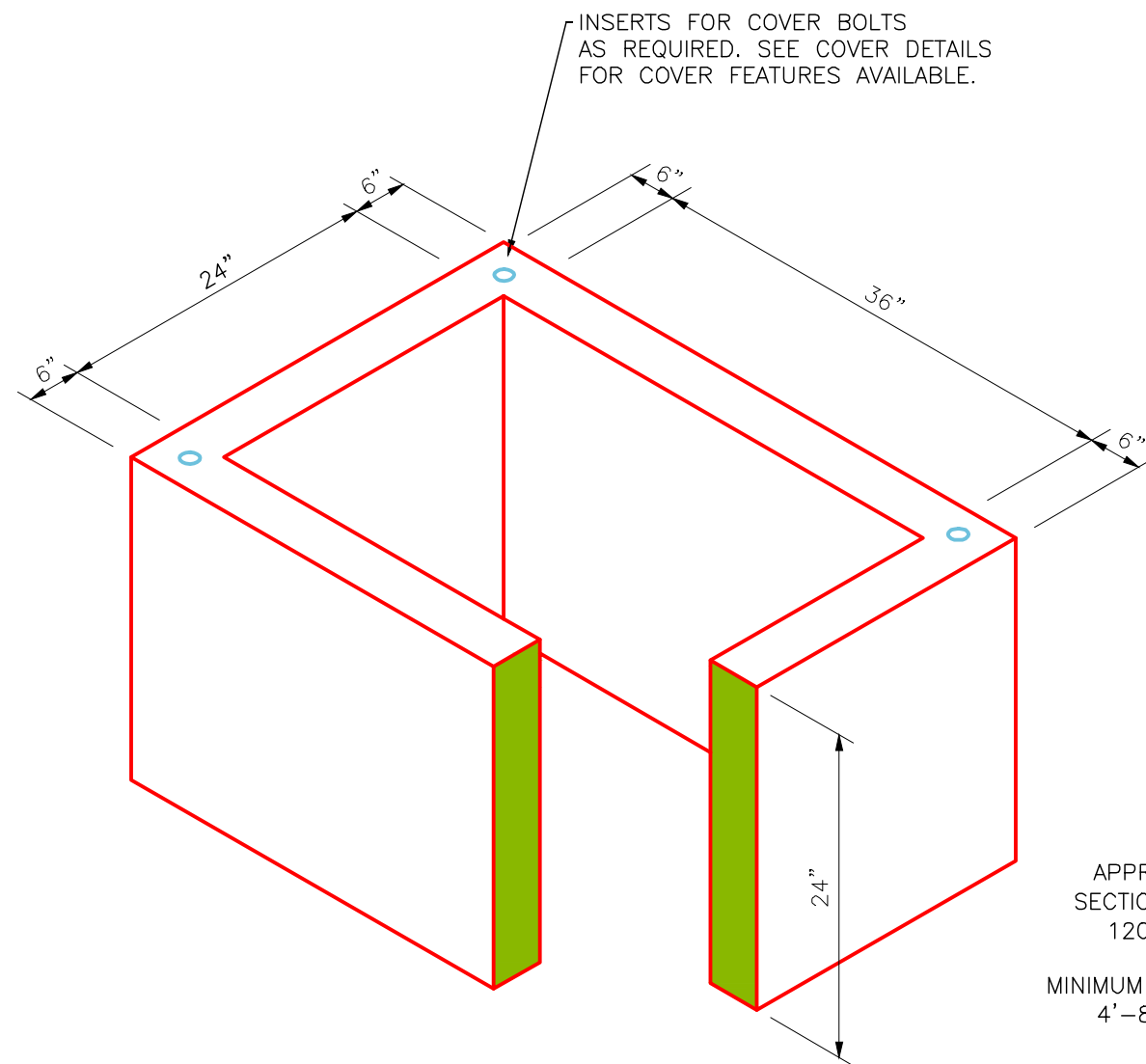
REINFORCING STEEL SHALL COMPLY WITH ASTM A615 GRADE 60, A706 GRADE 60 OR A497 GRADE 70. BAR BENDING AND PLACEMENT SHALL COMPLY WITH THE LATEST ACI STANDARDS

STANDARD STRUCTURAL DESIGN IS BASED ON AASHTO HS 20 WHEEL LOADING

WATER TABLE IS AT 3'-0" BELOW GRADE FOR STANDARD STRUCTURAL DESIGN

THE STANDARD DESIGN IS BASED ON THE TOP AT FINISHED GRADE ELEVATION.

KNOCKOUTS, PIPE OPENINGS OR TERMINATORS CAN BE PROVIDED IN THE SIZE AND LOCATIONS REQUIRED.



APPROXIMATE SECTION WEIGHT 1200 LBS.

MINIMUM EXCAVATION 4'-8"x5'-8"



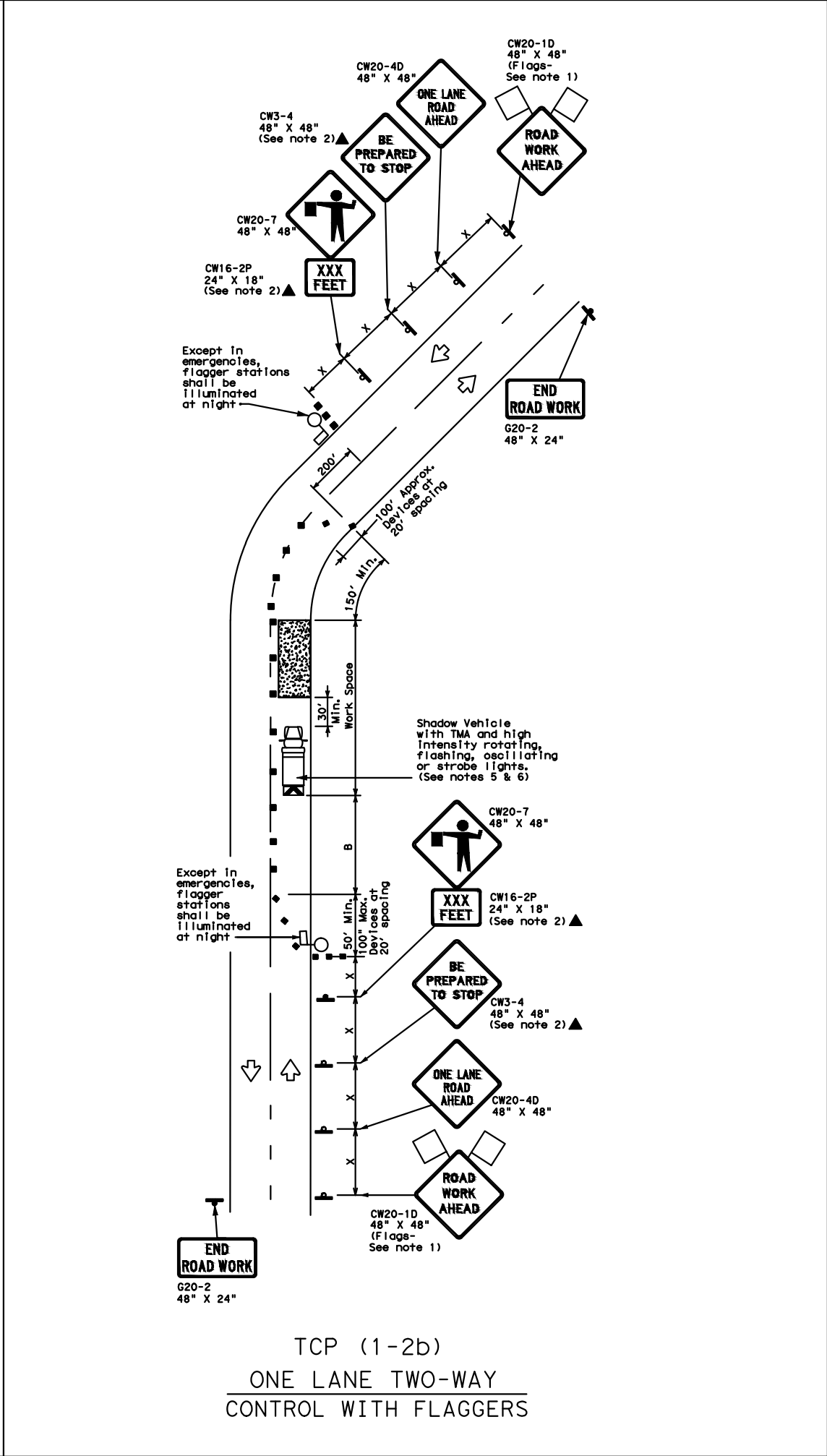
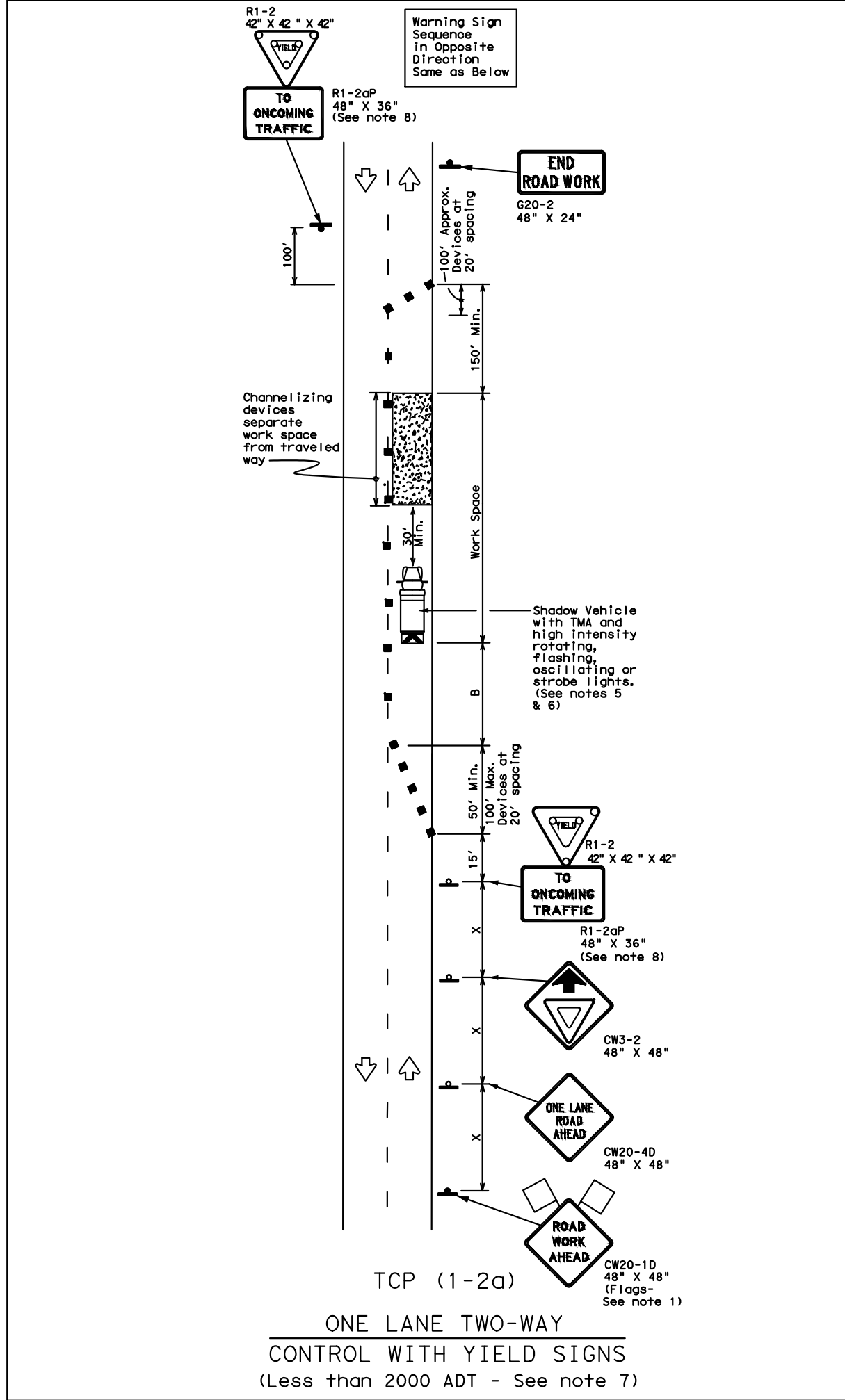
1900 Rilling Road San Antonio, TX 78214
Phone: (210) 923-4523 Fax: (210) 921-0473

23-H24	
FILE NAME: 23H24.dwg	
ISSUE DATE: March, 2005	
www.oldcastlesanantonio.com	

24"x36"x24" HANDHOLE

Copyright 2005 Oldcastle Precast All Rights Reserved

REV: 00	REVDATE: 10.2.2025
PROJECT DESIGNATED ADDRESS: 11142 MAHON RD BEAUMONT, TX 77705	
A05AZ9V NOT TO SCALE	
DRAWING NAME: A05AZ9V-BYERS-11142 MAHON RD	
ENGINEER ID: EC5030	BYERS ENGINEER: RICHARD BLOCK
 Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm for telecom purposes. 13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742	
DRAWN BY: GARDHIL A. CAYBIN	PRINT: 67 OF 67



LEGEND

Type 3 Barricade	Channelizing Devices
Heavy Work Vehicle	Truck Mounted Attenuator (TMA)
Trailer Mounted Flashing Arrow Board	Portable Changeable Message Sign (PCMS)
Sign	Traffic Flow
Flag	Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths **	Suggested Maximum Spacing of Channelizing Devices	Minimum Sign Spacing Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance			
30	$L = \frac{WS^2}{60}$	10' Offset	On a Taper	On a Tangent					
35		150'	165'	180'	30'	60'	120'	90'	200'
40		205'	225'	245'	35'	70'	160'	120'	250'
45		265'	295'	320'	40'	80'	240'	155'	305'
50	L = WS	450'	495'	540'	45'	90'	320'	195'	360'
55		500'	550'	600'	50'	100'	400'	240'	425'
60		550'	605'	660'	55'	110'	500'	295'	495'
65		600'	660'	720'	60'	120'	600'	350'	570'
70		650'	715'	780'	65'	130'	700'	410'	645'
75		700'	770'	840'	70'	140'	800'	475'	735'
80		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
- Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

- R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
- R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

- Flaggers should use two-way radios or other methods of communication to control traffic.
- Length of work space should be based on the ability of flaggers to communicate.
- If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
- Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
- Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY
TRAFFIC CONTROL
TCP (1-2) - 18

STREET NAME	PRECINCT
BURRELL WINGATE RD	2
WIGGINS RD	2 & 4
OLD FANNETT RD	2
WHEAT LN	2
RICE LN	2
BOONDOCKS RD	2 & 3
PATTERSON RD	2
BAYOU TRACE	3
WHITE PERCH LN	3
CYPRESS LN	3
WILFORD RD	3

4-Horn Farm and Ranch, LLC

905 Orleans Street
Beaumont, TX 77701
Scot E. Sheldon (409)656-6853

September 3, 2025

Honorable Judge Jeff Branick
County Judge
Jefferson County Courthouse
1149 Pearl Street
Beaumont, TX 77701

VIA EMAIL:
Jeff.Branick@jeffersoncountytexas.gov
AND REGULAR MAIL

Mr. Fred Jackson
Jefferson County Courthouse
1149 Pearl Street
Beaumont, TX 77701

VIA EMAIL:
Fred.Jackson@jeffersoncountytexas.gov
AND REGULAR MAIL

Commissioner Everette "Bo" Alfred
Jefferson County Precinct #4
Jefferson County Courthouse
1149 Pearl Street, 4th Floor
Beaumont, TX 77701

VIA EMAIL:
Everette.Alfred@jeffersoncountytexas.gov
AND REGULAR MAIL

Re: Request for County Acceptance of Road Maintenance – Madison Oaks Subdivision

Gentlemen:

In accordance with Section 7.3.2 of the Jefferson County Subdivision and Development Regulations (the "Regulations"), 4-Horn Farm and Ranch, LLC, as Applicant, and Owner of the Madison Oaks Subdivision in Jefferson County, Texas, hereby respectfully requests Jefferson County to accept maintenance responsibilities for its subdivision roads. Capitalized terms used but not defined herein shall have the respective meanings given in the Regulations.

All conditions precedent to the County's acceptance and requirements set forth in Sections 7.1, 7.3(a), and 7.3.5 of the Regulations have been met. Accordingly, we respectfully request that in accordance with Section 7.3.4, the Jefferson County Precinct Commissioner or Designated Agent inspect the Madison Oaks streets and submit to the Commissioners' Court an inspection report that the Commissioners' Court may use to accept the streets for maintenance within thirty days of the inspection. If any issue is identified that prevents a recommendation of acceptance of the streets, we would appreciate prompt written notice regarding the issue.

Request for Acceptance of Madison Oaks Roads for Maintenance
Page 2

The Madison Oaks Subdivision streets at issue are identified as follows:

Oak Forest Lane, which is 60' wide and 3,029.68' in length; and
Winding Oaks Drive, which is 60' wide and 492.53' in length.

The streets may be further identified in the Final Plat of Madison Oaks, recorded under Jefferson County Clerk's File No. 2022029185, being 52.572 acres out of the W.H. Aldridge Survey Abstract No. 813 & G.W. Paine Survey Abstract No. 188. I have enclosed a copy of the recorded Plat for your convenience.

On behalf of 4-Horn Farm and Ranch, LLC and me personally, I greatly appreciate the County's attention to this matter and look forward to your favorable reply.

Very truly yours,

4-HORN FARM AND RANCH, LLC



Scot E. Sheldon, Manager

SES/KCT/jmh
Enclosure

cc: Michelle Falgout, County Engineer
Jefferson County, Texas
Via email only: Michelle.Falgout@jeffersoncountytexas.gov

Return to:

4 HORN FARM & RANCH LLC
500 W 5TH STE 750
AUSTIN, TX 78701

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Laurie Leister

Laurie Leister, County Clerk
Jefferson County, Texas

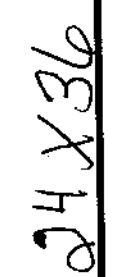
August 23, 2022 04:11:34 PM

FEE: \$58.00

2022029185

#20227029185

DETAIL 1
NOT TO SCALE



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	680.00'	178.00'	177.49'	N 09°22'59" W	1°45'53"
C2	5669.58'	501.67'	501.51'	S 89°05'28" E	5°04'11"
C3	5669.58'	143.72'	143.71'	S 88°49'48" E	1°27'08"
C4	340.00'	185.55'	183.12'	S 23°10'38" W	31°15'07"
C5	510.00'	31.48'	31.47'	S 37°07'38" W	3°32'12"
C6	510.00'	184.82'	183.81'	S 24°59'30" W	20°45'47"
C7	510.00'	75.05'	74.99'	S 10°22'48" W	8°25'55"
C8	680.00'	95.52'	95.49'	S 02°02'24" W	8°04'53"
C9	495.00'	82.91'	82.05'	S 13°10'06" E	6°43'38"
C10	495.00'	82.91'	181.87'	S 00°25'52" W	21°10'17"
C11	495.00'	17.14'	17.14'	S 12°03'31" W	1°59'02"
C12	969.29'	29.56'	29.16'	S 15°43'13" W	1°14'25"
C13	60.00'	123.18'	103.38'	S 87°02'07" W	118°55'12"
C14	60.00'	126.54'	104.38'	N 87°42'41" E	120°49'57"
C15	969.29'	95.77'	95.73'	S 25°31'33" W	5°39'41"
C16	530.00'	95.57'	95.44'	S 23°11'05" W	10°19'55"
C17	60.04'	164.88'	117.71'	S 03°47'11" E	82°07'13"
C18	60.00'	27.62'	104.89'	N 16°11'29" E	121°52'04"
C19	470.00'	81.81'	81.71'	N 23°21'50" E	9°58'24"
C20	1'029.29'	97.55'	97.52'	N 25°30'48" E	5°25'49"
C21	1'029.29'	44.83'	144.71'	N 16°53'23" E	124°44'44"
C22	556.00'	201.98'	81.00'	N 08°10'49" E	8°25'15"
C23	555.00'	201.98'	200.87'	N 06°27'22" W	205°01'06"
C24	620.00'	180.88'	180.70'	N 08°32'00" W	16°41'50"
C25	620.00'	68.70'	263.59'	N 02°59'22" E	6°20'55"
C26	430.00'	258.64'	223.65'	N 23°17'47" E	124°10'47"
C27	430.00'	258.64'	223.65'	N 22°49'45" E	32°27'48"
C28	5669.58'	100.91'	100.91'	N 88°53'02" E	1°10'11"
C29	5669.58'	60.49'	100.91'	N 89°41'58" E	0°36'41"
C30	5669.58'	54.07'	340.22'	S 88°16'32" E	32°49'18"
C31	340.00'	24.90'	24.90'	S 88°16'32" E	41°42'47"
C32	5669.58'	23.00'	25.00'	N 89°18'03" E	01°58"06"

MAY 5, 2021
JAMA
GROUP LLC
2860 IH-10 E
Beaumont, Texas 77703
Office (409) 899-5050
TBPLS Firm #10130400



2025

**ORDER TO APPROVE THE THIRD AMENDED
JEFFERSON COUNTY POLICIES FOR THE DISPOSITION OF
DECEASED PAUPERS**

1. INTRODUCTION /STATUTORY AUTHORITY

1.1 The adoption of this policy is pursuant to TEX. HEALTH & SAFETY CODE ANN. § 694.002 (a) and (b), 711.002, 691.023 AND 691.024, as amended:

- (a) The Commissioners court of each county shall provide for the disposition of the body of a deceased pauper and abandoned persons, as defined in Paragraph 4 hereinbelow, who died in Jefferson County. The Commissioners Court may adopt rules to implement this section.
- (b) Jefferson County shall accept no responsibility, financial or otherwise, for the disposition of a decedent's remains if there is found to exist any surviving person listed in Sec. 711.002(a) who will accept the financial responsibility for interment of the body. In the event no person listed in Sec. 711.002 or 691.024 is found to exist, the County shall offer the decedent's remains to the Anatomical Board of the State of Texas to be used for the advancement of medical science.

1.2 Persons listed under TEX. HEALTH & SAFETY CODE ANN. § 711.002(a) are (by priority):

- 1.The person designated in a written instrument signed by the decedent;
- 2.The decedent's surviving spouse;
- 3.Any one of the decedent's surviving adult children;
- 4.Either one of the decedent's surviving parents;
- 5.Any one of the decedent's surviving adult siblings; or
- 6.Any adult person in the next degree of kinship in the order named by law to inherit the estate of the decedent.

1.3 If the Anatomical Board declines to accept the remains, the County shall pay up to \$900.00 for disposition of the remains by cremation.

2. DEFINITIONS

2.1 In this policy:

- (a) “Jefferson County Public Health Department Case Worker” means a case manager employed by the Jefferson County Public Health Department, Social Services Division, to help eligible families in need of disposition assistance.
- (b) “County” means Jefferson County, Texas
- (c) “Common Law Marriage” means a couple who documented their marriage status by registering their common law marriage at the County Clerk’s office or produces a judicial decree designating same, or produces evidence sufficient to establish such marriage.
- (d) “Cremated remains” means the bone fragments remaining after the cremation process, which may include the residue of any foreign materials that were cremated with the human remains.
- (e) “Department” means the Jefferson County Public Health Department.
- (f) “Department Director” means the Medical Director of the Jefferson Public Health Department or his designee.
- (g) “Disposition” includes, but is not limited to, any and all services including Transportation and cremation and disposal of the cremated ashes.
- (h) “Division” means the Social Services Division within the Jefferson County Public Health Department
- (i) “Family Member” means a person listed in TEX, HEALTH & SAFETY CODE ANN. § 711.002(a), as amended.
- (j) “Funeral Vendor” means a funeral home that has contracted with the County for the disposition of paupers under this policy.
- (k) “Preparation” is not limited to, any process involved in the cremation to complete the disposition of the deceased pauper.
- (l) “Resources” include cash, bank account, real property, automobiles, job income, insurance proceeds payable to the decedent’s estate, and other tangible possessions, assets, or death benefits. The term includes a legal claim that is pending or may be asserted in litigation on behalf of the decedent’s estate or of a parent if the decedent is a minor, or of a legal guardian of the decedent.
- (m) “Storage” refers to the sheltering of the remains of deceased paupers by the Funeral Vendor to complete cremation.

3. INVESTIGATION OF RESOURCES/REFERRAL

- 3.1 An application to the Department for a determination of pauper status must come from the Jefferson County Morgue or other entity, which has the remains of the abandoned pauper and who can provide verifiable information regarding pauper status. The decisions of the Department shall be final regarding all applications for pauper services.

- 3.2 Upon receiving a referral to the Department for determination of pauper status, the Jefferson County Public Health Department Case Worker will investigate the resources available to the decedent's estate.
- 3.3 The investigation of resources may include determining if the decedent's estate is eligible for disposition benefits from the following resources:
- (a) U. S. Government, for military personnel;
 - (b) Private insurance companies if benefits are payable to the decedent's estate;
 - (c) Private trusts; and
 - (d) Crime Victim's Compensation Fund for victims of violent crimes;
 - (e) Bank accounts of accounts of any financial institution in the name of decedent or in which the decedent is named as having an interest.
- 3.4 The investigation of resources must include attempting, by phone if possible, to locate and contact family members, whose identity and whereabouts are known, and allowing a minimum of fourteen business days, from the time an application is received and contact with family members is made, to respond to the County's attempts to make a determination eligibility for benefits under this policy.
- 3.5 A request to the Department for determination of pauper status should made without delay and it is understood that no person or entity has the authority to order Jefferson County to provide pauper services without the concurrence of the Department.

4. DETERMINATION OF ELIGIBILITY/PROCEDURE

- 4.1 Upon a referral for indigent cremation services, the Department shall attempt contact at least one family member whose identity and whereabouts are known to request information that may be necessary for the Department to determine eligibility. The Department may use any information obtained from a hospital, nursing home or the Jefferson County Morgue or any credible person in making a determination of eligibility. If the referring entity has not been able to locate the decedent's family members, the Department may, at its discretion, accept the information received that no family members exist.
- 4.2 If the decedent's estate has a claim against a party, whether or not litigation is pending or anticipated, the Department Director may treat the claim as a resource and deny eligibility.
- 4.3 Jefferson County reserves the right to assert a lien on any assets of abandoned deceased and paupers for reimbursement of payment of cremation.
- 4.4 The Department will utilize guidelines of this Policy as established by the Jefferson County Commissioners' Court, in determining program eligibility.

5. FUNERAL VENDOR

5.1 Should any person, others than those listed in 1.2 hereinabove, desire for services that are in excess of the \$900 provided by the County, they will be required to make arrangements directly with the funeral director and pay for same.

5.2 The Department shall provide in its contract with the funeral vendor that whenever a cremation is to take place it is the responsibility of the funeral vendor to make sure all necessary authorizations and permits are in place prior to the cremation.

6. CREMATION

6.1 Pursuant to TEX. HEALTH & SAFETY CODE ANN. § 694.002, as amended, all eligible pauper decedents will be cremated unless:

(a) The identity of the decedent is unknown as required in TEX. HEALTH & SAFETY CODE ANN. § 716.101

6.2 If at any time the Jefferson County Morgue knows any reason why a particular decedent should not be cremated, it is the responsibility of the Morgue to communicate that to the Director and to also notify members of the Social Services Division in writing on the actual referral.

7. DEPARTMENT FILES AND FORMS

7.1 The Department Director may adopt forms as necessary or desirable and may promulgate other rules and procedures consistent with this policy to further implement its purposes. The Department is authorized to make final decisions regarding the compliance with this policy.

7.2 The funeral Director shall dispose of any unclaimed cremated remains within 14 days of cremation only as allowed by Section 716.302, Texas Health & Safety Code.

7.3 After the disposition of remains, the Department's Basic Needs Case Manager shall work with the Department's Finance Division in verifying the services were provided.

7.4 The Department shall keep in its files:

(a) The application and information used to determine eligibility for disposition as a pauper and to determine whether to cremate. IT IS FURTHER UNDERSTOOD THAT, ANY PERSON WHO PROVIDES FALSE INFORMATION TO THE DEPARTMENT TO SECURE SERVICES UNDER THIS POLICY, WILL BE SUBJECT TO CRIMINAL PROSECUTION.

Signed this ____ day of _____, 2025

JEFF R. BRANICK, County Judge

APPENDIX OF FORMS UTILIZED BY THE DEPARTMENT



Pauper Cremation Program Information

We understand how difficult and stressful it is to lose a loved one. We want to make this process as easy as possible and at the same time we must be careful stewards of the funds allotted to us by Jefferson County. **The Pauper Cremation Needs Program is and should be contacted as a last resort.** All efforts to pay for services must be exhausted before applying. Eligibility: Based on income, resources, and county residency. The Jefferson County Public Health Department takes the responsibility of County Pauper cremations very seriously.

Applicant:

- ☐ Request application for a pauper cremation by picking up an application at
1295 Pearl Street, Beaumont, TX 77701 (409) 835-8530
800 4th Street Port Arthur TX 77640 (409) 983-8380
- ☐ Gather required documentation. (See Appendix A)
- ☐ Next of kin* **must provide proof of relation.**
 - *If there is **NO** spouse and next of kin are children (18>) they must **all** provide proof of relation & provide a notarized letter with all agreeing assignment to one person to handle arrangements.
 - If deceased was in the service (VA), **applicant must contact VA office to obtain a DD214.** Beaumont Vet Center (409)347-0124
 - After gathering information call the **Basic Needs Case worker** to schedule an initial over the phone interview at:
 - 409-835-8530 for Beaumont | 409-983-8380 for Port Arthur.
 - Schedule a face to face appointment to finalize and process the application once applicant has confirmed all paperwork is gathered.
 - Applicants are required to sign an Authorization Form, Affidavit of Inability, Request for Cremations Form and HIPAA Privacy Form
 - Only the next of kin can make the decision to have the deceased cremated, if there is more than one legal next of kin, each person is required to sign authorization forms in order for the deceased to be cremated.
- ☐ Once interviewed, all information and documentation received by caseworker will undergo a thorough investigation to verify all information received. The county reserves the right to research and gain any other information needed by using any other resources and by any means necessary.
 - *Please note there may be paperwork that needs to be notarized and may need to have another appointment.*
- ☐ It is **VERY** important a **completed application and required documentation is submitted to avoid delays and/or denials.** The caseworker **has up to 14 business days** after the initial request for cremation to make a final decision.
- ☐ The funeral home is notified of decision and will notify the applicant/next of kin of decision.
- ☐ Death certificate **MUST** be received to close the case
Beaumont Cases: Fax: 409-839-2353 | Port Arthur Cases: Fax: 409-983-8378

Appendix A
Required Documents

Proof of Identity:

Birth Certificate, TX Driver's License or ID,
Social Security Card

Proof of Income:

Applicant's most recent tax return
Deceased current tax return
SS/SSI award letter
Paycheck stubs
Bank statements (last 3 months) for applicant
household and deceased

Proof of Residency:

Current Utility Bill within the last 30 days
Voter's Registration Card

Proof of Resources:

Bank Statements
Property owned
Stocks, Bonds
Insurance Policies

Certificate of Title for vehicles
Any prepaid burial insurance or funeral plan of
the deceased

Proof of Assistance received:

Housing
Food stamps
Medicaid/Medicare
Unemployment

Proof of Relationship to the deceased:

Birth Certificate
Marriage license
Last will and Testament of the deceased

Itemized Statement from the Funeral home-
signed by applicant

CASE # _____



PAUPER CREMATION APPLICATION

Applicant Name:		
Relation to Deceased:	Phone:	
Address:		
City:	State:	ZIP Code:
DECEASED'S INFORMATION		
Deceased's Name:	☐ Single ☐ Married ☐ Separated ☐ Divorced ☐ Widow	
Date of Death:	Assistance Requested: ☐ Burial ☐ Cremation	
Place of Death:	Funeral Home:	
Cemetery/Crematory:		
Military Service (Please provide a copy of the DD214) Branch: _____ Type of Discharge: ☐ Honorable ☐ Dishonorable Life or Burial Insurance Info: _____		Has the VA been contacted for burial assistance? ☐ Yes ☐ NO If yes what was their response: _____ If no, please explain why: _____
DOB:	Social Security Number:	Phone:
Address:		
City:	State:	ZIP Code:
Property:	Monthly mortgage payment or rent:	How long?
Own Rent (Please circle)		
Value of Home:	Other, please explain:	
☐ N/A DECEASED'S PROPERTY/REAL ESTATE INFORMATION		
Address:		
☐ N/A (DECEASED'S)		
Source of Income: Please type/write amounts received and provide proof		
Social Security _____	SSI _____	TANF _____
Child Support _____	SNAP/Food Stamps _____	Unemployment _____
VA _____	NMU _____	Retirement _____
Workman's Comp _____	Labor Benefits _____	Pension _____
☐ N/A (SPOUSE'S)		
Source of Income: Please type/write amounts received and provide proof		
Social Security _____	SSI _____	TANF _____
Child Support _____	SNAP/Food Stamps _____	Unemployment _____
VA _____	NMU _____	Retirement _____
Workman's Comp _____	Labor Benefits _____	Pension _____
ADDITIONAL INCOME _____ FUNDS RAISED _____		

CASE # _____



PAUPER CREMATION APPLICATION

☐ N/A - NO NEXT OF KIN

ADDITIONAL FAMILY MEMBER INFORMATION (PLEASE USE BACK SIDE IF NEEDED)
Did the Deceased have Children: Yes/ No
If yes how many: _____

Name	AGE Relation to Deceased	Contact Information	Salary \$ WK/BW/M

☐ N/A

DECEASED'S OTHER ASSETS OR SOURCES OF INCOME

Description	Amount per month or value

☐ N/A

DECEASED'S AUTO LOAN/AUTO INFO

MAKE/MODEL/YEAR	APPROXIMATE APPRAISED VALUE	MILEAGE

☐ N/A

LIST ANY AND ALL DECEASED'S BOATS, CAMPERS, TRAILERS, STEREOS, TELEVISIONS, FURNITURE OR ANY OTHER ITEMS WHICH DECEDENT POSSESSED THAT HAS AN INDIVIDUAL VALUE OF OVER \$100.00

☐ N/A

(DECEASED'S) OTHER ASSISTANCE

HOUSING ☐ YES ☐ NO PROVIDE PROOF	HEALTH INSURANCE INFO	
SNAP (FOOD STAMPS) ☐ YES ☐ NO PROVIDE AWARD LETTER	LIFE INS/BURIAL INFO TRUST INFO	

☐ N/A

☐ Joint account

**DECEASED'S BANK ACCOUNT INFORMATION
(PROVIDE LAST 3 STATEMENTS)**

Description	Account no.	Amount

Did the deceased designate in writing a person to manage the details of cremation? _____
If so, provide the designation document along with the person's name and contact information.

CASE # _____

APPLICANT'S INFORMATION		
Name: ☐ Single ☐ Married ☐ Separated ☐ Divorced ☐ Widow		
DOB:	Social Security Number:	Phone:
Address:		
City:	State:	ZIP Code:
Property:	Monthly mortgage payment or rent:	How long?
Own Rent (Please circle)		
Value of Home:	Other, please explain:	
☐ N/A APPLICANT'S PROPERTY/REAL ESTATE INFORMATION		
Address:		
☐ N/A APPLICANTS		
Source of Income: Please type/write amounts received and provide proof		
Social Security _____	SSI _____	TANF _____
Child Support _____	SNAP/Food Stamps _____	Unemployment _____
VA _____	NMU _____	Retirement _____
Workman's Comp _____	Labor Benefits _____	Pension _____
ADDITIONAL INCOME _____	FUNDS RAISED _____	
APPLICANT OCCUPATION		
Occupation:		
How long:		
Salary \$ Per WK/BW/M		
Spouse Occupation:		
How long:		
Salary \$ Per WK/BW/M		
☐ N/A APPLICANT'S OTHER ASSETS OR SOURCES OF INCOME		
Description	Amount per month or value	
☐ N/A APPLICANTS'S AUTO LOAN/AUTO INFO		
MAKE/MODEL/YEAR	APPROXIMATE APPRAISED VALUE	MILEAGE
☐ N/A LIST ANY AND ALL APPLICANTS'S BOATS, CAMPERS, TRAILERS, STEREOS, TELEVISIONS, FURNITURE OR ANY OTHER ITEMS WHICH DECEDENT POSSESSED THAT HAS AN INDIVIDUAL VALUE OF OVER \$100.00		

CASE # _____

I HEREBY swear that the information given on this application is true and correct to the best of my knowledge. I ALSO agree that if any coverage (Life, Trust,) will be released to JEFFERSON COUNTY if found after services have been provided.

Signature of applicant:		Date:
JEFFERSON COUNTY USE ONLY		
CASE NUMBER:		APPLICATION RECEIVED DATE:
Bills Received		
Funeral Home: _____		Date: _____
Amount: _____		Date: _____
Cemetery/Crematory: _____		
Amount: _____		
☐ DEATH CERTIFICATE RECEIVED		

02.2024 REVISED

WRITTEN ACKNOWLEDGEMENT OF RECEIPT OF JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENTS NOTICE OF PRIVACY PRACTICES

By signing below, you acknowledge receiving the Jefferson County Public Health Departments (JCPH) Notice of Privacy Practices ("Notice"). The Notice explains how Jefferson County Public Health Department may use and disclose your protected health information for treatment, payment and health care operations purposes. "Protected Health Information" means your personal health information found in your medical billing records.

After having read the Notice, you acknowledge and understand that your protected health information may be used and disclosed by JCPH, its employees, staff, and business associates for treatment, payment, and health care operations purposes.

You understand that the terms of the Notice are subject to change. If the Notice is revised, JCPH will post the revised Notice notify you immediately. You may obtain a revised copy of the Notice by contacting us at one of our offices listed below.

Jefferson County
Public Health
North Unit I
1295 Pearl Street
Beaumont, TX 77701
(409) 835-8530

Jefferson County
Public Health
South Unit II
800 4th Street
Port Arthur, TX 77640
(409) 983-8380

Name of Patient (Printed): _____

Below please list anyone other than yourself that you would like your complete health records to be released to. If you would like to allow us to disclose portions of your health records please submit these restrictions to our office in writing.

Name: _____

Relationship: _____

Address & Phone No.: _____

Name: _____

Relationship: _____

Address & Phone No.: _____

Signature of Patient or Patients Representative: _____

Date: _____



**JEFFERSON COUNTY
PUBLIC HEALTH DEPARTMENT**

**EZEAL D. EDE, MD
County Health Authority**

AUTHORIZATION FOR RELEASE OF INFORMATION

Please review the statements herein as they refer to the individual (s) described below.

Client _____

DOB: _____ **SSN** _____

ADDRESS: _____

STREET

CITY

ZIP

I hereby request and authorize you to furnish the Jefferson County Public Health Department any and/or all information or records concerning me/us or my/our circumstances. I grant permission for this agency named above to obtain such information which may have a bearing on my/our eligibility for assistance. This may include information on me/us for a period of one (1) year from the date of this release. A copy of facsimile of this authorization shall be considered as effective and valid as the original.

Por la presente solicito y autorizo a que proporcione al Departamento de Salud Pública del Condado de Jefferson cualquier y / o toda la información o registros relacionados con mí / nosotros o mis / nuestras circunstancias. Doy permiso para que esta agencia nombrada anteriormente obtenga dicha información que puede tener relación con mi / nuestra elegibilidad para recibir asistencia. Esto puede incluir información sobre mí / nosotros durante un período de un (1) año a partir de la fecha de este comunicado. Una copia del facsímil de esta autorización se considerará tan eficaz y válida como el original.

X _____

Client's or Authorized Representative's Signature

Relationship (if representative signs) Date



**JEFFERSON COUNTY
Public Health Department**

REQUEST FOR COUNTY CREMATION ASSISTANCE

I, _____, the _____

of the deceased, _____, having been sworn, make the following statement: **"I request the assistance of the Jefferson County Public Health Department with the cremation expenses for the deceased. I understand that if Jefferson County agrees that its financial assistance is needed, Jefferson County will pay for agreed reasonable expenses for the cremation of my _____".**

I understand and accept full responsibility for this decision to cremate the deceased.

I further relinquish Jefferson County from all liability as a result of this decision to cremate.

Signed this _____ day of _____, 2024.

Signature of Applicant

SUBSCRIBED AND SWORN TO BEFORE ME on this _____ day of _____, 2024.

NOTARY PUBLIC, STATE OF TEXAS



Case # _____

IN THE MATTER OF

DECEASED

JEFFERSON COUNTY, TEXAS

AFFIDAVIT OF INABILITYTHE STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared

_____, who being by me duly sworn, stated:

“I am the _____ of the deceased. I have personal knowledge

that the deceased is unable to pay for the final expenses. I further state that, based upon my personal knowledge at this time, the deceased:

1) owned no real estate, stocks, bonds or other property which might be disposed of to pay these final expenses; and

1) deceased has no burial or life insurance policy and there is no other responsible party who is willing or able to pay for these expenses.”

I further understand and agree as consideration for the county undertaking the cremation expense that if assets or funds belonging to the estate of the deceased are ever discovered then I hereby grant Jefferson County the legal right to recover all expenses incurred in providing services for the deceased herein. If such funds or assets are discovered, I understand that I am legally obligated to make full restitution for the costs hereby paid by Jefferson County Public Health Department (Jefferson County).

I further understand that making any false statement in this affidavit is a criminal offense and may subject me to criminal prosecution.

Signature of Applicant

SUBSCRIBED AND SWORN TO BEFORE ME on this _____ day of

_____, 2024.

NOTARY PUBLIC, STATE OF TEXAS

Jefferson County Public Health Department
Pauper Cremation Pre-Screening Form



910

Deceased Name	DOB	DOD	Place of Death	SSN

Last Known Address	City	State	Zip code

Is the deceased married ? Yes No If yes, spouse's name _____

Did the deceased receive Social Security Benefits ? Yes No If yes, what amount? _____

Did the deceased have any burial or life insurance ? Yes No

If yes, list name of agency, policy number and telephone number _____

Household Members

Name	Phone	Relation	Employment

Relatives or Others Interested

Name	Phone	Relation	Employment

Military Service

Branch of Service	Enlistment Date	Discharge Date	DD214

Resources / Income

Bank or Credit Union	Balance	Joint ?

Insurance Policy Name	Policy #	Amount

Funeral Home	Contact Person	Phone

Requested Verification

Itemized statement from funeral home.

Proof of identity - Texas Driver's License or Identification Card - Birth Certificate

Proof of County residence - Current mail received by the deceased, recent property tax statements, voter's registration, notarized statement from a landlord, neighbor or other reliable source.

Proof of relationship - Marriage License - Birth certificates - notarized statements

Proof of Military Service - DD214

Proof of Insurance policy

We work by appointment. Please have family member/s contact the appropriate office and schedule an appointment to conduct a screening for County Pauper Burial Assistance.

North County- Beaumont Office : **835-8530**

Mid & South County- Port Arthur Office: **983-8380**

Fax: 839-2353

Fax: 983-8378



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 14th day of October, 2025, on motion made by Cary Erickson, Commissioner of Precinct No. 2, and seconded by Michael S. Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

WHEREAS, Kimberly Doyle has devoted 27 years and 4 months serving as PCT.3 Road Bridge Equipment Operator/Secretary of Jefferson County with pride, professionalism, and courtesy; and,

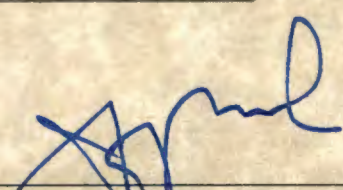
WHEREAS, that service was provided through the Office of the late Waymon D. Hallmark, and Commissioner Sinegal PCT.3 Road & Bridge for Jefferson County; and,

WHEREAS, Kimberly Doyle's dedication and hard work may sometimes be an overwhelming task during
Countless workdays and Hurricane Season, etc.

WHEREAS, a beloved and familiar sound in our office has been Kimberly Doyle's friendly, unique, and joyful expression of her personality that has brightened our office and lifted our spirits;

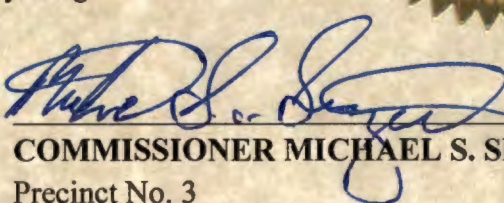
NOW THEREFORE, be it resolved that the Jefferson County Commissioners Court does hereby honor and commend Kimberly Doyle for her dedicated service to Jefferson County and wishes her well in her retirement.

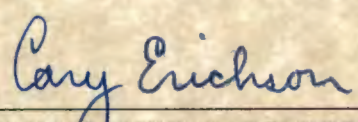
SIGNED this 14 day of October, 2025.

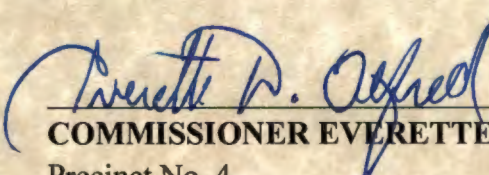

JUDGE JEFF R. BRANICK
County Judge




COMMISSIONER BRANDON WILLIS
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER CARY ERICKSON
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Fall 2025

Grant Applicants with Totals:

	<u>Requested:</u>	<u>Awarded:</u>
1. Doggett Ford Park	<u>\$92,000</u>	<u>\$92,000</u>
Pre-promotion and Advertising – Facility Marketing		
2. Fire Museum of Texas	<u>\$2,922.61</u>	<u>\$2,922.61</u>
Pre-promotion and Advertising – Signage		
3. Jefferson County CVB's	<u>\$84,601</u>	<u>\$84,601</u>
Pre-promotion and Advertising – Printing of 2026-2027 Regional Visitors Guide		
4. Port Arthur and Beaumont CVBs w/BJRRVC	<u>\$25,597</u>	<u>\$25,597</u>
Pre-promotion and Advertising – Promotion of Jefferson County through Trade Shows		
5. Edison Plaza Museum	<u>\$3,412.21</u>	<u>\$1,738</u>
Pre-promotion and Advertising – Edison Plaza Museum		
6. Lion Hearted	<u>\$9,200</u>	<u>\$5,900</u>
Bid Fee – Sanctioned United States Olympic & Paralympic Amateur Boxing Tournament		
7. Tyrrell Park Nature and Visitors Center	<u>\$4,000</u>	<u>\$4,000</u>
Pre-promotion and Advertising – Wayfinding Signage		
8. Lamar State College Port Arthur	<u>\$1,000</u>	<u>\$1,000</u>
Pre-promotion and Advertising – Sabine Showdown Golf Tournament		

	<u>Requested:</u>	<u>Awarded:</u>
9. Young Men's Business League of Beaumont (YMBL) Pre-promotion and Advertising – YMBL South Texas State Fair	<u>\$50,000</u>	<u>\$5,000</u>
10. Beaumont Heritage Society Pre-promotion and Advertising – John Jay French Museum	<u>\$3,900</u>	<u>\$3,900</u>
11. Beaumont Convention and Visitors Bureau Bid Fee – 2027 TTCC Annual Conference	<u>\$10,522.50</u>	<u>\$10,522.50</u>
12. City of Beaumont Convention and Visitors Bureau Pre-promotion and Advertising – Co-op Billboard for BJRRVC	<u>\$13,210</u>	<u>\$13,210</u>
13. Southeast Texas Baseball Academy Bid Fee – Baseball Tournaments from October 2025 - April 2026	<u>\$37,987</u>	<u>\$37,987</u>
14. I AM WOMAN EXPERIENCE (Conference) Pre-promotion and Advertising – I Am Woman Experience Women's Conference	<u>\$23,000</u>	<u>\$2,650</u>
15. Neches River Festival Pre-promotion and Advertising – Neches River Festival	<u>\$2,280</u>	<u>\$1,680</u>
16. Downtown Beaumont Cultural Arts District Pre-promotion and Advertising – Downtown Beaumont's Art District	<u>\$1,000</u>	<u>\$1,000</u>

	<u>Requested:</u>	<u>Awarded:</u>
17. Mexican Heritage Society of Port Arthur	<u>\$5,840</u>	<u>\$2,000</u>
Pre-promotion and Advertising – Annual 5 de Mayo Event		
18. The Professional Football Capital of the World Museum Foundation	<u>\$14,000</u>	<u>Tabled</u>
Pre-promotion and Advertising – Annual Pro Football Capital of the World Legends Weekend		
19. Lamar Research Foundation (Spindletop)	<u>\$15,475</u>	<u>\$4,000</u>
Pre-promotion and Advertising – 125 th Anniversary of the 1901 Lucas Gusher		
20. Port Neches Chamber of Commerce	<u>\$51,615</u>	<u>\$15,000</u>
Pre-promotion and Advertising – Port Neches Riverfest		
21. Art Museum of Southeast Texas	<u>\$19,426</u>	<u>\$7,500</u>
Pre-promotion and Advertising – Spring/Summer 2026 Exhibition		
22. Aimed Dance	<u>\$2,550</u>	<u>\$1,550</u>
Pre-promotion and Advertising – 6 th Annual Aimed Dance Summer Festival		
23. Gulf Coast Youth Soccer Club	<u>\$5,100</u>	<u>\$5,100</u>
Pre-promotion and Advertising – Gulf Coast Youth Soccer Tournament		
24. Port Arthur Historical Society DBA Museum of the Gulf Coast	<u>\$10,566</u>	<u>Tabled</u>
Pre-promotion and Advertising – Museum of the Gulf Coast Radio		

	<u>Requested:</u>	<u>Awarded:</u>
25. Christ in You – CMC	<u>\$9,339</u>	<u>\$4,260</u>
Pre-promotion and Advertising – 9 th Annual Christ in You Catholic Men’s Conference		
26. Softball Players Association	<u>\$500/\$500</u>	<u>\$500/\$500</u>
Non-Bid Fee – Softball Tournament July 9-12, 2026		

	<u>Requested:</u>	<u>Awarded:</u>
Totals:	<u>\$506,536.32</u>	<u>\$333,618.11</u>

*** DOGGETT FORD PARK MARKETING FUNDS (See Pg. 1) DO NOT COME OUT OF HOT FUNDS THEY HAVE THEIR OWN BUDGETED LINE ITEM***

Fall 2025 – Tabled Grant Applications

Grant Applicants with Totals:

	<u>Requested:</u>	<u>Awarded:</u>
1. The Professional Football Capital of the World Museum Foundation	<u>\$14,000</u>	<u>\$2,000</u>
Pre-promotion and Advertising – Annual Pro Football Capital of the World Legends Weekend		
2. Port Arthur Historical Society DBA Museum of the Gulf Coast	<u>\$10,566</u>	<u>\$10,566</u>
Pre-promotion and Advertising – Museum of the Gulf Coast Radio		

	<u>Requested:</u>	<u>Awarded:</u>
Totals:	<u>\$24,566</u>	<u>\$12,566</u>



PROCLAMATION

STATE OF TEXAS

www

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 14 day of October, 2025, on motion made by Everette "Bo" Alfred, Commissioner of Precinct No. 4, and seconded by Cary Erickson, Commissioner of Precinct No. 2, the following Proclamation was adopted:

Texas Extension Education Association (TEEA) Week

WHEREAS, the Texas Extension Education Association of Jefferson County believes strong families are basic to the wellbeing of Texas; and

WHEREAS, they have education programs that address critical needs impacting Texas families and communities; and

WHEREAS, they see education as a lifelong learning process; and

WHEREAS, they believe it is vital to develop leadership skills for personal growth in volunteers and opportunities for further development; and

WHEREAS, cultural, ethnic diversity and global awareness in programs and membership is present; and

WHEREAS, the Texas Extension Education Association cooperates with Texas A&M AgriLife Extension Service to attain mutual goals and October 12-18, 2025 is Texas Extension Education Association Week in Texas.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas does hereby proclaim the week of OCTOBER 12-18, 2025 TEXAS EXTENSION EDUCATION ASSOCIATION WEEK IN JEFFERSON COUNTY, TEXAS

Signed this 14 day of October, 2025.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER BRANDON WILLIS
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

Cary Erickson
COMMISSIONER CARY ERICKSON
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

