

Special, 11/18/2025 10:30:00 AM

BE IT REMEMBERED that on November 18, 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
November 18, 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
November 18, 2025**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **18th** day of **November 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 **Special** meeting for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

9:15 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.072 to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body 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.

10:00 a.m. - Announcement of a Workshop to receive and consider information from Claudio Oliveria regarding electrical conditions at Doggett Ford Park.

Notice of Meeting and Agenda
November 18, 2025

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 specifications for Invitation for Bid (IFB 25-065/MR) Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Office Marine Division.

SEE ATTACHMENTS ON PAGES 12 - 77

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

- (b). Consider and approve, execute, receive and file Amendment No. 3 (three) to Task Order #3 for (RFP 23-028/MR) Re-Bid Term Contract for FEMA Grant Management Services for Jefferson County. This amendment will extend the expiration date of Task Order #3 from July 24, 2024 to September 30, 2026.

SEE ATTACHMENTS ON PAGES 78 - 78

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

- (c). Consider and approve, execute, receive and file Amendment No. 1 (one) to Task Order #4 for (RFP 23-028/MR) Re-Bid Term Contract for FEMA Grant Management Services for Jefferson County. This amendment will extend the expiration date of Task Order #4 from July 24, 2024 to September 30, 2026.

SEE ATTACHMENTS ON PAGES 79 - 79

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

Notice of Meeting and Agenda
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- (d). Consider and approve, execute, receive and file Change Order #1 to Professional Services Agreement (PROF 25-062/MR) with Brave Architecture, Spindletop Center and Jefferson County in the amount of \$12,100.00 for additional services for an exterior pre-engineered metal canopy at the north entry bringing the total amount from \$240,158.00 to \$252,258.00; in accordance with Request for Statements of Qualifications (RFQ 23-061/MR) Architectural Services for Redesign of Jefferson County Diversion Center; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326. This project is funded by Interlocal Agreement between Spindletop Center and Jefferson County executed March 18, 2025.

SEE ATTACHMENTS ON PAGES 80 - 81

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

- (e). Consider and approve, execute, receive and file Professional Services Agreement (PROF 25-071/MR) with The LaBiche Architectural Group, Inc. in the amount of \$20,000.00 for Jefferson County Courthouse/Jail HVAC Replacement Project; with a discretionary exemption as authorized by Local Government Code §262.024(a)(4) a personal or professional service.

SEE ATTACHMENTS ON PAGES 82 - 84

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

COUNTY AUDITOR:

- (a). Receive and file Statement of Financial Position for Jefferson County Community Supervision and Corrections programs for State fiscal year ending August 31, 2025

SEE ATTACHMENTS ON PAGES 85 - 89

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

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- (b). Consider and approve electronic disbursement for \$16,637,102.61 to State Comptroller for Intergovernmental Government Transfer for Jefferson County LPPF for the Comprehensive Hospital Increase Reimbursement Program.

SEE ATTACHMENTS ON PAGES 90 - 92

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (c). Consider and approve electronic disbursement for \$226,489.19 to State Comptroller for Intergovernmental Government Transfer for Jefferson County LPPF for the Uncompensated Care Program. (DY 10 Redistribution)

SEE ATTACHMENTS ON PAGES 93 - 93

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (d). Consider and approve the Federal Equitable Agreement and Certification for the Sheriff's office for the fiscal year 2025.

SEE ATTACHMENTS ON PAGES 94 - 97

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (e). Consider and approve the Federal Equitable Agreement and Certification for the District Attorney's office for the year 2025.

SEE ATTACHMENTS ON PAGES 98 - 101

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (f). Regular County Bills - check #534114 through check #534285

SEE ATTACHMENTS ON PAGES 102 - 108

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

COUNTY AGRILIFE EXTENSION:

- (a).Consider and possibly approve a Certificate of Completion to Commissioner Brandon Willis for completing the Commissioners Leadership Academy Class XI-Session 2.

NO ATTACHMENTS

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

ENGINEERING DEPARTMENT:

- (a).Execute, receive and file Pipeline Permit 04-P-25 between Jefferson County and Trident Pipeline Project, specifically the main line, for the purpose of pipeline crossings at multiple county roads across Jefferson County, Texas. This project is located in Jefferson County in Precincts 1, 2 and 4.

SEE ATTACHMENTS ON PAGES 109 - 140

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

- (b).Execute, receive and file Pipeline Permit 05-P-25 between Jefferson County and Trident Pipeline Project, specifically the Golden Triangle Lateral line, for the purpose of pipeline crossings at multiple county roads across Jefferson County. This project is located in Jefferson County, Texas in Precincts 1, 2 and 4.

SEE ATTACHMENTS ON PAGES 141 - 160

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

Notice of Meeting and Agenda
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- (c).Execute, receive and file Overweight Permit 12-OW-25 and Road Use Agreement between Jefferson County and Trident Pipeline Project, for the purpose of overweight traffic carrying equipment and materials along multiple county roads. This project is located in Jefferson County, Texas in Precincts 1, 2 and 4.

SEE ATTACHMENTS ON PAGES 161 - 193

Motion by: Sinegal

Second by: Willis

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

Action: APPROVED

- (d).Execute, receive and file Overweight Permit 13-OW-25 and Road Use Agreement between Jefferson County and WHC Energy LLC, Trident Pipeline Project, for the purpose of carrying equipment and materials along State Park Road from Hwy 87 to Keith Lake Boat Ramp. This project is located in Jefferson County, Texas in Precinct 3.

SEE ATTACHMENTS ON PAGES 194 - 210

Motion by: Sinegal

Second by: Willis

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

Action: APPROVED

- (e).Consider, possibly approve, authorize the County Judge to execute, receive, file and record Boat Ramp Letter Agreement between Jefferson County and Trident Intrastate Pipeline LLC. For the purpose of granting Trident use of County Boat Ramps for the construction of a Pipeline Project. This project is located in Jefferson County, Texas in Precinct 3.

SEE ATTACHMENTS ON PAGES 211 - 215

Motion by: Sinegal

Second by: Willis

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

Action: APPROVED

- (f).Consider, possibly approve, authorize the County Judge to execute, receive, file and record Right-Of-Way and Easement Agreement between Jefferson County, Texas and Trident Intrastate Pipeline LLC.

SEE ATTACHMENTS ON PAGES 216 - 227

Motion by: Sinegal

Second by: Willis

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

Action: APPROVED

HUMAN RESOURCES:

- (a).Consider and possibly approve Jefferson County Grievance Procedures under the Americans with Disabilities Act.

SEE ATTACHMENTS ON PAGES 228 - 228

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (b).Consider and possibly approve Jefferson County's Statement of Assurance for compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.

SEE ATTACHMENTS ON PAGES 229 - 229

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

SHERIFF'S DEPARTMENT:

- (a).Consider and possibly approve the County Judge to execute a Memorandum of Understanding between the Jefferson County Sheriff's Office and the Hardin County Sheriff's Office to assist with the care and rehabilitation of a malnourished horse.

SEE ATTACHMENTS ON PAGES 230 - 231

Motion by: Alfred

Second by: Willis

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.

Notice of Meeting and Agenda
November 18, 2025

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

Jeff R. Branick
County Judge

Notice of Meeting and Agenda
November 18, 2025

Special, November 18, 2025

There being no further business to come before the Court at this time, same is now here adjourned on this date, November 18, 2025.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Invitation for Bids

November 18, 2025

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 25-065/MR) Replacement Outboard Motors & Rigging Kits for Jefferson County Sheriff's Office Marine Division**. 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: Replacement Outboard Motors & Rigging Kits for Jefferson County Sheriff's Office Marine Division

BID NUMBER: IFB 25-065/MR

DUE BY TIME/DATE: 11:00 AM CT, Wednesday, December 17, 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 Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@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:
 November 20, 2025 & November 27, 2025

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BID SUBMISSIONS:

One (1) Original and one (1) Bid Copies; with all copies to include a Completed Copy of this specifications packet (**including technical specifications**), 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.

(IFB 25-065/MR) Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Office Marine Division PAGE 2 OF 65

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.	
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- (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 (including technical specifications), **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, December 17, 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 **Mistey Reeves, Assistant Purchasing Agent** at: mistey.reeves@jeffersoncountytexas.gov. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: deb.clark@jeffersoncountytexas.gov. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, December 5, 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 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. 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_____. _____ 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.

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 25-065/MR) Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Office Marine Division

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@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. Please reference Bid Number: IFB 25-065/MR.

SCOPE OF PROJECT:

Jefferson County is soliciting bids for Outboard Motors and Rigging Kits, to include installation services with the purchase of the bid items.

All bids should be for new, completely unused equipment.

DE- RIGGING AND INSTALLATION:

1. All De-Rigging of existing motors and assemblies shall be performed at the Jefferson County Sheriff's Office Marine Hangar, Beaumont, Texas 77705 – Jack Brooks Regional Airport grounds, on a schedule to be determined by Sheriff's Office Marine Personnel. All existing motors and assemblies shall remain property of Jefferson County.
2. All Rigging of NEW motors and all assemblies shall be performed at the Jefferson County Sheriff's Office Marine Hangar, Beaumont, Texas 77705 – Jack Brooks Regional Airport grounds, on a schedule to be determined by Sheriff's Office Marine Personnel.

WARRANTY:

Any and all warranty shall be in accordance with manufacturer's standards and conditions for a period of 3 years. Any and all warranty work to be performed shall be on an "as needed" basis and performed at the Jefferson County Sheriff's Marine Hangar, Beaumont, Texas 77705 – Jack Brooks Regional Airport grounds, on a schedule to be determined by Sheriff's Office Marine Personnel.

DELIVERY OF PURCHASED ITEMS:

All Items Purchased (Including Installation Services) as a result of this bid shall be delivered/performed in hand to the Jefferson County Sheriff's Office Marine Division location at the Jefferson County Sheriff's Marine Hangar, Beaumont, Texas 77705 – Jack Brooks Regional Airport grounds on or before date specified at time of award. Delivery/Installation shall be coordinated with the Sheriff's Marine Division.

EQUIVALENT ITEMS:

Bid Item Descriptions as listed/written on the BID FORM are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required).

INSTRUCTIONS TO BIDDERS:

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders Submitting Bids for Alternate/Equivalent Items:

- Bidders may submit bids on alternate/equivalent items, but **MUST** attach a copy of the MANUFACTURER SPECIFICATIONS (to include full warranty terms) for any alternate at the time of the bid.
- Bidders offering alternate/equivalent items **MUST ALSO** submit an ITEMIZED COMPARISON documenting equivalence for dimensions, quality, performance, and features of the products offered.

Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

Bidders Submitting Bids for *EXACT* Make/Model as specified:

- Bidders offering the exact make/model as specified, **MUST** attach a copy of the MANUFACTURER SPECIFICATIONS (to include full warranty terms).

**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: Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Office Marine Division.

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 25-065/MR, Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Office Marine Division. 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.**

BID FORM

BIDDER INSTRUCTIONS: Please complete the BID FORM below. Pricing may be typed or printed legibly.

If bidding **EQUIVALENT ITEMS**, please follow the instructions (and provide all required documentation) for equivalent bidding as written on **PAGE 44** of this bid packet.

Bid Item	Yamaha Item No.	Item Name/Description	Qty.	Unit Price	Item Total
1.	F350-USA	STBS ENGINE – F350 USA	1	\$ _____ .00	\$ _____ .00
Equivalent Make: _____ Equivalent Model: _____					
2.	LF350-USA	PORT ENGINE-LF USA	1	\$ _____ .00	\$ _____ .00
Equivalent Make: _____ Equivalent Model: _____					
3.	6CE-45970-20-00	PROPELLER RH STAINLESS STEEL	1	\$ _____ .00	\$ _____ .00
Equivalent Make: _____ Equivalent Model: _____					
4.	6CF-45870-20-20	PROPELLER LH STAINLESS STEEL	1	\$ _____ .00	\$ _____ .00
Equivalent Make: _____ Equivalent Model: _____					
5.	6X9-48207-20-00	TWIN MAIN STATION TOP MOUNT	1	\$ _____ .00	\$ _____ .00
Equivalent Make: _____ Equivalent Model: _____					
6.	6X6-76280-01-00	TWIN ENGINE-SWITCH KIT (6X6)	1	\$ _____ .00	\$ _____ .00
Equivalent Make: _____ Equivalent Model: _____					
7.	6X6-82570-D0-00	ALL ENGINE START/STOP	1	\$ _____ .00	\$ _____ .00
Equivalent Make: _____ Equivalent Model: _____					

BID FORM CONTINUED ON NEXT PAGE (PAGE 49)

BID FORM CONTINUED

Bid Item	Yamaha Item No.	Item Name/Description	Qty.	Unit Price	Item Total
8.	6Y8-82521-21-00	PIGTAIL 3 FT	1	\$ _____ .00	\$ _____ .00
Equivalent Make: _____ Equivalent Model: _____					
9.	MAR-CL7D1-KT-30	CL5 DISPLAY INSTALLATION KIT	1	\$ _____ .00	\$ _____ .00
Equivalent Make: _____ Equivalent Model: _____					
10.	6Y8-82553-50-00	MAINBUS 10 FT	1	\$ _____ .00	\$ _____ .00
Equivalent Make: _____ Equivalent Model: _____					
11.	6X6-8258A-30-00	MAIN HARNESS DEC ENGINES 33.5 FT	1	\$ _____ .00	\$ _____ .00
Equivalent Make: _____ Equivalent Model: _____					
12.	6X6-8258A-21-00	MAIN HARNESS DEC ENGINES 26 FT	1	\$ _____ .00	\$ _____ .00
Equivalent Make: _____ Equivalent Model: _____					
13.	6GR-762H0-10-00	DES TILT HELM KIT	1	\$ _____ .00	\$ _____ .00
Equivalent Make: _____ Equivalent Model: _____					
14.	6GR-8258A-50-00	HELM HARNESS (MAIN STATION/MULTI ENGINES) 6 FT	1	\$ _____ .00	\$ _____ .00
Equivalent Make: _____ Equivalent Model: _____					

BID FORM CONTINUED ON NEXT PAGE (PAGE 49)

BID FORM CONTINUED

Bid Item	Yamaha Item No.	Item Name/Description	Qty.	Unit Price	Item Total
15.	6GR-81115-10-00	SCU LINK HARNESS (PORT/STBD) 10 FT	2	\$ _____ .00	\$ _____ .00
Equivalent Make: _____ Equivalent Model: _____					
16.	6Y8-82521-31-00	PIGTAIL 6 FT	1	\$ _____ .00	\$ _____ .00
Equivalent Make: _____ Equivalent Model: _____					
17. INSTALLATION COST <u>PER</u> OUTBOARD MOTOR: TO INCLUDE ON-SITE DELIVERY <u>AND</u> DE-RIGGING OF EXISTING OUTBOARD MOTOR \$ _____ .00 EA./PER OUTBOARD MOTOR					

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	
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
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

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

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____

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

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

Project Title & No.:

Prime Contract Amount: \$

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street	City	State	Zip

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

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

Description of Subcontract Work to be Performed:

Printed Name of Contractor Representative

Signature of Representative

Date _____

Printed Name of HUB

Signature of Representative

Date _____

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

REQUIRED FORM

(IFB 25-065/MR) Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Office Marine Division PAGE 57 OF 65

☐ No

Description of Subcontract Work to be Performed:

(IFB 25-065/MR) Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Office Marine Division PAGE 60 OF 65

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 _____



3rd AMENDMENT TO TASK ORDER NO. 3_2023-03-TBGC-Mitigation-FMA 2020
Jefferson County PSA-RFP 23-028 MR

This Third Amendment to the Task Order: 2023-03-TBGC-Mitigation-FMA 2020 ("Task Order No. 3"), which was entered into and between Tidal Basin Government Consulting, LLC ("Tidal Basin"), and Jefferson County, Texas ("Client") on or about October 17, 2023, and amended on or about January 2, 2024, and again amended on or about July 23, 2024, is effective as of July 25, 2025.

- I. Task Order No. 1 is hereby amended as follows:
- a. **Period of Performance**, is hereby amended to extend the expiration date of Task Order No. 3 from July 24, 2025, to September 30, 2026.
- II. Except as amended herein and by 1st Amendment of January 2, 2024, and by 2nd Amendment of July 23, 2024, all terms and conditions of Task Order No. 3 shall remain the same and in full force and effect.
- III. Acceptance of the terms of this Amendment is acknowledged by the following signatures of the authorized representatives for each party.

Jefferson County, Texas

Signature

Jeff Branick

Printed Name

County Judge

Title

11-18-2025

Date

Tidal Basin Government Consulting, LLC

Signature

Printed Name

Title

Date

ATTEST
DATE

11/18/2025





1st AMENDMENT TO TASK ORDER NO. 4_2024-01-TBGC-Mitigation-FMA 2024
Jefferson County PSA-RFP 23-028/MR

This First Amendment to the Task Order: 2024-01-TBGC-Mitigation-FMA 2024 ("Task Order No. 4"), which was entered into and between Tidal Basin Government Consulting, LLC ("Tidal Basin"), and Jefferson County, Texas ("Client") on or about April 9, 2024, is effective as of July 24, 2025.

- I. Task Order No. 4 is hereby amended as follows:
- a. **Period of Performance**, is hereby amended to extend the expiration date of Task Order No. 4 from July 24, 2025, to September 30, 2026.
- II. Except as amended herein, all terms and conditions of Task Order No. 4 shall remain the same and in full force and effect.
- III. Acceptance of the terms of this Amendment is acknowledged by the following signatures of the authorized representatives for each party.

Jefferson County, Texas

Signature

Jeff Branick

Printed Name

County Judge

Title

11-18-2025

Date

Tidal Basin Government Consulting, LLC

Signature

Printed Name

Title

Date

ATTEST
DATE

11/18/2025





October 27, 2025

Deborah L. Clark
Purchasing Agent
Jefferson County
1149 Peral Street, 1st Floor
Beaumont, TX 77701

**Re: Additional Services for Phase 2 Interior Renovation Expansion of Pods
100/300(reference RFQ 23-061/MR) – Revision 1**

Dear Purchasing Agent Clark,

Per the request of and conversations with Misty Reeves, we are hereby submitting this Proposal for additional fees to provide professional design services for the remaining (2) pods of the Jefferson County Diversion Center, currently in construction, and the coordination of a pre-engineered covered canopy at the north entry drop-off.

UNDERSTANDING OF SCOPE

Based upon the program and as-built documentation established in Phase 1, the Architect will complete Design Documents consisting of drawings and specifications setting forth the requirements for the construction of the Project. The Scope of Work area will be as defined in Exhibit A and includes the following:

1. Design documentation for the interior renovation of Pods 100/300
2. **Coordination of new exterior pre-engineered metal canopy at north entry**
3. Extension of MEP and AV/IT Security engineering scope into Pods 100/300
4. Construction Administration services for the completion of Pods 100/300
5. Delivery method assumed to be Job Order Contracting – not GMP or Bid
6. Construction duration estimate is assumed to be only up to (6) months; beyond which hourly rates will apply

COMPENSATION

Compensation for this project is based on the scope of work described herein. The Architect proposes a Lump-Sum additional fee for the services rendered as follows:

BASIC SERVICES

Architecture

Schematic Design/Design Development	(Included)
Construction Documents	\$156,000
Construction Administration	\$44,000
Administration Fee	\$20,000
Subtotal Architecture	\$220,000

Consultants

MEPF Engineering	\$16,800
AV & IT, Security Engineering	\$11,251

4200 Montrose Blvd.
Suite 400
Houston, TX 77006

713.524.5858

bravearchitecture.com



Consultant Coordination	\$4,207
Subtotal Consultants	\$32,258
TOTAL BASIC SERVICES	\$252,258

Thank you for the opportunity to continue to work with you again.

Sincerely,



27 October 2025

Fernando L. Brave, FAIA
Principal

Date

AGREED AND ACCEPTED this 11th day of November 2025.

By:



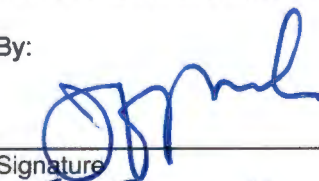
Signature

Denise LeBlanc
Name

Chief Financial Officer
Title

AGREED AND ACCEPTED this 18th day of November 2025.

By:

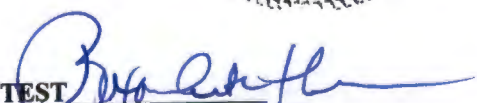


Signature

Jeff Branick
Name

County Judge
Title



ATTEST 
DATE 11/18/2025



Dohn H. LaBiche, FAIA - Principal
Greg Wall, AIA - Principal

7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706
(409) 860-0197 • Fax (409) 860-0198

November 5, 2025

Jefferson County
Mr. Greg Keller, Director of Building Maintenance
1001 Pearl Street
Beaumont, Texas 77701

Project: Jefferson County Courthouse/Jail HVAC Replacement Project

Re: Proposal for Architectural Services

Dear Mr. Keller,

We appreciate the opportunity to submit this proposal for Architectural Services for the referenced project for your approval. The LaBiche Architectural Group, Inc. (hereinafter "Architect") shall provide to Jefferson County Commissioners Court, (hereinafter "Client") the services described below for the compensation described below. This proposal is based upon our experience with roofing projects of a similar type.

PROJECT INFORMATION:

The project, as we understand it, is:

1. County has contracted with a mechanical contractor to replace the HVAC unit serving the new courthouse and jail.
2. Architect is to provide services for:
 - a. Removal of existing roof deck and roofing located above the existing HVAC unit to be replaced.
 - b. Provide Construction Documents for removing roof deck, installation of new curb around roof opening, structural design of new structural supports, roof deck and roofing to be installed upon completion of the HVAC replacement.
 - c. Design will meet TDI windstorm requirements.

COMPENSATION:

The scope of work outlined above will be performed for a fixed fee of **Twenty Thousand Dollars (\$20,000.00)**, plus reimbursable expenses and distributed as follows:

- ☐ Additional Services requested by Client will be charged hourly per the fee schedule attached.
- ☐ Reimbursable expenses shall include all printing required for the project. Other expenses shall be approved by Owner prior to expenditures. Cost of reimbursable expenses shall be billed at direct cost of the expenditure.

Architectural Proposal for
Jefferson County Courthouse/Jail HVAC Replacement Project

We have assembled this proposal based on our understanding of the specific needs related to this project. If you are in agreement with the terms and qualifications of this proposal, please sign one copy and return to us. We are extremely interested in working with you on this project and look forward to hearing back from you.

Respectfully,



Dohn H. LaBiche, FAIA

Approved By:

Name 

Date 11-18-2025

ATTEST 
DATE 11/18/2025



Architectural Proposal for
Jefferson County Courthouse/Jail HVAC Replacement Project

HOURLY RATE SCHEDULE

<u>PERSONNEL</u>	<u>HOURLY RATE*</u>
Principal	250.00
Senior Project Architect	200.00
Project Architect	175.00
Intern Architect II	125.00
Draftsman	100.00
Secretarial	75.00

*The rates for services of the Architect as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

*Texas Board of Architectural Examiners
P.O. Box 12337
Austin, TX 78711-2337
Telephone: (512) 305-9000 / Fax: (512) 305-8900*

STATEMENT OF FINANCIAL POSITION
AUGUST 31, 2025

CSCD: Jefferson County

ASSETS

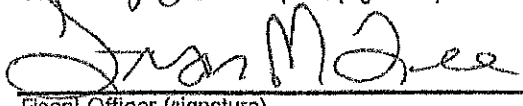
CASH	1,463,447.55	
ACCOUNTS RECEIVABLE		
Supervision Fees	133,726.71	
Due from CJAD		
Other	52,316.29	
TOTAL ASSETS		<u>\$ 1,649,490.55</u>

LIABILITIES

ACCOUNTS PAYABLE		
Basic Supervision	159,750.91	
Community Corrections	115,755.35	
Diversion Programs	91,792.82	
TAIP		
TOTAL LIABILITIES		<u>\$ 367,299.08</u>

FUND BALANCES

Basic Supervision	1,282,191.47	
Community Corrections	-	
Diversion Programs	-	
TAIP		
TOTAL FUND BALANCES		<u>\$ 1,282,191.47</u>
TOTAL FUND BALANCES AND LIABILITIES		<u>\$ 1,649,490.55</u>

 CSCD Director/Grant Recipient (signature)	11/5/2025 DATE
 Fiscal Officer (signature)	11/5/2025 DATE

CSCD: Jefferson County**ASSETS**

CASH	<u>1,255,899.38</u>	
ACCOUNTS RECEIVABLE		
Supervision Fees	<u>133,726.71</u>	
Due from CJAD	<u>-</u>	
Other	<u>52,316.29</u>	
TOTAL ASSETS		<u>\$ 1,441,942.38</u>

LIABILITIES

ACCOUNTS PAYABLE		
Basic Supervision	<u>159,750.91</u>	
Community Corrections	<u> </u>	
Diversion Programs	<u> </u>	
TAIP	<u> </u>	
TOTAL LIABILITIES		<u>\$ 159,750.91</u>

FUND BALANCES

Basic Supervision	<u>1,282,191.47</u>	
Community Corrections	<u> </u>	
Diversion Programs	<u> </u>	
TAIP	<u> </u>	
TOTAL FUND BALANCES		<u>\$ 1,282,191.47</u>
TOTAL FUND BALANCES AND LIABILITIES		<u>\$ 1,441,942.38</u>



 CSCD Director/Grant Recipient (signature)

11/5/2025

DATE



 Fiscal Officer (signature)

11/5/2025

DATE

CSCD: Jefferson County**ASSETS**

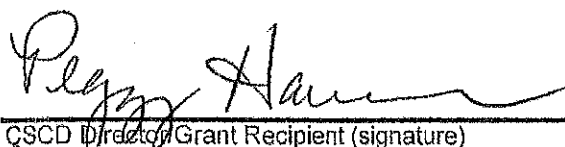
CASH	<u>24,474.44</u>	
ACCOUNTS RECEIVABLE		
Supervision Fees	<u> </u>	
Due from CJAD	<u> </u>	
Other	<u> </u>	
TOTAL ASSETS		<u>\$ 24,474.44</u>

LIABILITIES

ACCOUNTS PAYABLE		
Basic Supervision	<u> </u>	
Community Corrections	<u> </u>	
Diversion Programs	<u>24,474.44</u>	
TAIP	<u> </u>	
TOTAL LIABILITIES		<u>\$ 24,474.44</u>

FUND BALANCES

Basic Supervision	<u> </u>	
Community Corrections	<u> </u>	
Diversion Programs	<u> </u>	
TAIP	<u> </u>	
TOTAL FUND BALANCES		<u>\$ -</u>
TOTAL FUND BALANCES AND LIABILITIES		<u>\$ 24,474.44</u>



11/5/2025

CSCD Director/Grant Recipient (signature)

DATE



11/5/2025

Fiscal Officer (signature)

DATE

CSCD: Jefferson County**ASSETS**

CASH	<u>115,755.35</u>	
ACCOUNTS RECEIVABLE		
Supervision Fees	<u>-</u>	
Due from CJAD	<u>-</u>	
Other	<u>-</u>	
TOTAL ASSETS		<u>\$ 115,755.35</u>

LIABILITIES

ACCOUNTS PAYABLE		
Basic Supervision		
Community Corrections	<u>115,755.35</u>	
Diversion Programs	<u></u>	
TAIP	<u></u>	
TOTAL LIABILITIES		<u>\$ 115,755.35</u>

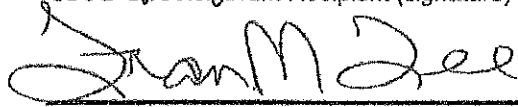
FUND BALANCES

Basic Supervision	<u></u>	
Community Corrections	<u></u>	
Diversion Programs	<u></u>	
TAIP	<u></u>	
TOTAL FUND BALANCES		<u>\$ -</u>
TOTAL FUND BALANCES AND LIABILITIES		<u>\$ 115,755.35</u>


 CSCD Director/Grant Recipient (signature)

11/5/2025

DATE


 Fiscal Officer (signature)

11/5/2025

DATE

CSCD: Jefferson County**ASSETS**

CASH	<u>67,318.38</u>	
ACCOUNTS RECEIVABLE		
Supervision Fees	<u> </u>	
Due from CJAD	<u> </u>	
Other	<u> </u>	
TOTAL ASSETS		<u>\$ 67,318.38</u>

LIABILITIES

ACCOUNTS PAYABLE		
Basic Supervision	<u> </u>	
Community Corrections	<u> </u>	
Diversion Programs	<u>67,318.38</u>	
TAIP	<u> </u>	
TOTAL LIABILITIES		<u>\$ 67,318.38</u>

FUND BALANCES

Basic Supervision	<u> </u>	
Community Corrections	<u> </u>	
Diversion Programs	<u> </u>	
TAIP	<u> </u>	
TOTAL FUND BALANCES		<u>\$ -</u>
TOTAL FUND BALANCES AND LIABILITIES		<u>\$ 67,318.38</u>

Peggy Hamer
CSCD Director/Grant Recipient (signature)

11/5/2025

DATE

Sean M. Zee
Fiscal Officer (signature)

11/5/2025

DATE



CHIRP Year 5 Second Half IGT - Jefferson County LPPF

From Caroline Simpson <caroline@ahcv.com>

Date Mon 11/10/2025 3:04 PM

To Rebekah Patin <Rebekah.Patin@jeffersoncountytexas.gov>; Fran Lee <Fran.Lee@jeffersoncountytexas.gov>

Cc Justin Flores <justin@ahcv.com>; Kimberly Lam <kimberly@ahcv.com>; Colt Sullivan <colt@ahcv.com>; Sherra Mershon <smershon@ahcv.com>

1 attachment (30 KB)

PGY5 CHIRP Final Jefferson Allocation Summary - Jefferson LPPF.xlsx;

Caution! This message was sent from outside your organization.

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Good afternoon, Jefferson County Team,

As you know, the upcoming CHIRP PGY5 Final IGT is taking place on **Thursday, November 20th**. Accordingly, the hospitals participating in the Jefferson County LPPF would like to request the following IGT amounts noted below. (Please review the accompanying allocation.)

CHIRP PGY5 Final IGT – Total Requested IGT amount \$16,637,102.61

Jefferson County should submit one TexNet trace sheet and allocation form (attached) for the specific amount noted above, attributable to the SDA.

HHSC requires this amount to be entered into TexNet no later than the close of business **11/20/2025 with a settlement date of 11/21/2025**. These funds will need to be placed in the "**CHIRP**" Bucket. Upon successful completion of the IGT, please submit a PDF of the TexNet trace sheets and allocation forms to HHSCPFDCIRPPayments@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

From: Texas Health and Human Services Commission <txhhs@public.govdelivery.com>

91

Sent: Monday, November 3, 2025 2:07 PM

Subject: CHIRP Year 5 Second Half IGT Call

CAUTION EXTERNAL EMAIL: This email originated from an external email address. Do not click links, open attachments, or share information unless you recognize the sender and know the content is safe.

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CHIRP IGT Notification – Second Half of Year 5 (SFY26)

The HHSC Provider Finance Department (PFD) is providing notification of the Intergovernmental Transfers (IGT) call for the second half of Year 5, state fiscal year 2026 (SFY26) of the Comprehensive Hospital Increase Reimbursement Program (CHIRP).

The IGT amounts are listed in **Column FE** on the **"(1) CHIRP Payment Calc"** tab of the [Suggested IGT file](#). This file has been updated as of Nov. 3, 2025. It can be found under the **"Suggested IGT"** heading in the **"SFY 2026"** drop-down menu on the [PFD CHIRP website](#).

The IGT must be entered into TexNet no later than the close of business on Thursday, Nov. 20, 2025. The settlement date is Nov. 21, 2025.

- This settlement date is non-negotiable.
- The funds must be placed in the **"CHIRP"** Bucket.

You must send an email with a screenshot or a PDF copy of the confirmation or trace sheet from TexNet to the [PFD Payments Team](#). TexNet instructions are available on the [Texas Comptroller's website](#).

You have subscribed to get updates about Texas Health and Human Services (HHS). For more information about HHS, [please visit our website](#).

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This email was sent to jamesflores@ahcv.com using govDelivery Communications Cloud on behalf of: Texas Health and Human Services Commission · 707 17th St, Suite 4000 · Denver, CO 80202





Outlook

UC DY10 Redistribution IGT - Jefferson County LPPF

From Caroline Simpson <caroline@ahcv.com>

Date Tue 11/11/2025 3:42 PM

To Fran Lee <Fran.Lee@jeffersoncountytexas.gov>; Rebekah Patin <Rebekah.Patin@jeffersoncountytexas.gov>

Caution! This message was sent from outside your organization.

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Good afternoon, Jefferson County Team,

As you know, the upcoming UC DY10 Redistribution IGT is taking place on **Monday, December 1st**. Accordingly, the hospitals participating in the Jefferson County LPPF would like to request the following IGT amounts noted below.

UC DY10 Redistribution IGT – Total Requested IGT amount \$226,489.19

HHSC requires this amount to be entered into TexNet no later than the close of business **12/1/2025 with a settlement date of 12/2/2025**. These funds will need to be placed in the “UC” Bucket. Upon successful completion of the IGT, please submit a PDF of the TexNet trace sheets and allocation forms to PFD_UC_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.

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



Equitable Sharing Agreement and Certification

**NCIC/ORI/Tracking Number:** TX1230000**Agency Name:** Jefferson County Sheriff's Office**Type:** Sheriff's Office**Mailing Address:** 1001 Pearl Street
Beaumont, TX 77701**Agency Finance Contact****Name:** Lee, Fran**Phone:** 409-835-8500**Email:** fran.lee@jeffersoncountytexas.gov**Jurisdiction Finance Contact****Name:** Lee, Fran**Phone:** 409-835-8500**Email:** fran.lee@jeffersoncountytexas.gov**ESAC Preparer****Name:** Lee, Fran**Phone:** 409-835-8500**Email:** fran.lee@jeffersoncountytexas.gov**FY End Date:** 09/30/2025**Agency FY 2026 Budget:** \$205,118,173.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$1,023,557.49	\$106,063.92
2	Equitable Sharing Funds Received	\$125,389.31	\$43,957.38
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$45,310.92	\$2,966.78
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$170,700.23	\$46,924.16
7	Equitable Sharing Funds Spent (total of lines a - n)	\$0.00	\$66,720.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$1,194,257.72	\$86,268.08

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPI, USDA, DCIS, DSS, and FDA²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Administrative Costs	\$0.00	\$0.00
b	Training and Education	\$0.00	\$6,252.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$51,071.88
e	Joint Law Enforcement and Public Safety Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$9,396.12
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Prevention or Awareness Programs	\$0.00	\$0.00
j	Overtime	\$0.00	\$0.00
k	Law Enforcement Initiatives that Further Investigations	\$0.00	\$0.00
l	Salaries	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
	Total	\$0.00	\$66,720.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Pruitt, Chris**Company:** Pattillo Brown & Hill**Phone:** 254-772-4901**Email:** cpruitt@pbhcpa.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☒ NO ☐ THRESHOLD NOT MET ☐

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 2024-09-GSAFAC-0000361804

Affidavit

96

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards⁹⁷ (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Stephens, Zena

Title: Sheriff

Email: zena.stephens@jefferscountytx.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Branick, Jeff

Title: County Judge

Email: jeff.branick@jeffersoncountytx.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: TX123015A
Agency Name: Jefferson County District Attorney's Office
Mailing Address: 1085 Pearl Street, 3rd Floor
Beaumont, TX 77701

Type: Prosecutor's Office

Agency Finance Contact

Name: Lee, Frances
Phone: 4098358500
Email: fran.lee@jeffersoncountytexas.gov

Jurisdiction Finance Contact

Name: Lee, Frances
Phone: 4098358500
Email: fran.lee@jeffersoncountytexas.gov

ESAC Preparer

Name: Lee, Frances
Phone: 4098358500
Email: fran.lee@jeffersoncountytexas.gov

FY End Date: 09/30/2025

Agency FY 2026 Budget: \$205,118,173.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$20,173.52	\$51,281.02
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$763.65	\$2,096.29
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$763.65	\$2,096.29
7	Equitable Sharing Funds Spent (total of lines a - n)	\$2,684.20	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$18,252.97	\$53,377.31

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USFIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Administrative Costs	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$2,684.20	\$0.00
e	Joint Law Enforcement and Public Safety Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Prevention or Awareness Programs	\$0.00	\$0.00
j	Overtime	\$0.00	\$0.00
k	Law Enforcement Initiatives that Further Investigations	\$0.00	\$0.00
l	Salaries	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
	Total	\$2,684.20	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

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Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Pruitt, Chris**Company:** Pattillo Brown & Hill**Phone:** 254-772-4901**Email:** cpruitt@pbhcpa.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☒ NO ☐ THRESHOLD NOT MET ☐

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 2024-09-GSAFAC-0000361804

Affidavit

100

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards⁰¹ (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Giblin, Keith

Title: District Attorney

Email: keith.giblin@jeffersoncountytexas.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Branick, Jeff R.

Title: County Judge

Email: jeff.branick@jeffersoncountytexas.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

PGM: GMCOMMV2	DATE 11-18-2025	PAGE: 1
NAME	AMOUNT	CHECK NO. 102 TOTAL
JURY FUND		
CHAPMAN VENDING	1,343.20	534251
ROAD & BRIDGE PCT.#1		1,343.20**
ENTERGY	634.18	534138
M&D SUPPLY	24.56	534147
ADVANCE AUTO PARTS	80.66	534213
REPUBLIC SERVICES # 862	73.61	534225
		813.01**
ROAD & BRIDGE PCT.#2		
ENTERGY	858.51	534138
SMART'S TRUCK & TRAILER, INC.	450.32	534158
S.E. TEXAS BUILDING SERVICE	520.00	534159
SOUTHERN TIRE MART, LLC	624.18	534174
BUMPER TO BUMPER	79.00	534195
NEW WAVE WELDING TECHNOLOGY	22.50	534206
REPUBLIC SERVICES # 862	83.13	534225
		2,637.64**
ROAD & BRIDGE PCT. # 3		
AUDILET TRACTOR SALES	66.84	534123
CITY OF PORT ARTHUR - WATER DEPT.	69.86	534129
CASH ADVANCE ACCOUNT	1,476.99	534145
S.E. TEXAS BUILDING SERVICE	162.50	534159
MUNRO'S SAFETY APPAREL, LLC	260.90	534190
CENTERPOINT ENERGY RESOURCES CORP	60.67	534196
SOUTHEAST TEXAS PARTS AND EQUIPMENT	599.40	534217
REPUBLIC SERVICES # 862	73.61	534225
		2,770.77**
ROAD & BRIDGE PCT.#4		
ABLE FASTENER, INC.	333.14	534116
SPIDLE & SPIDLE	4,021.55	534119
CINTAS, INC.	128.97	534127
ENTERGY	21.94	534138
M&D SUPPLY	168.80	534147
SANITARY SUPPLY, INC.	341.92	534154
SOUTHEAST TEXAS WATER	113.70	534165
W. JEFFERSON COUNTY M.W.D.	85.97	534171
REPUBLIC SERVICES # 862	226.45	534225
HR DIRECT	89.25	534226
O'REILLY AUTO PARTS	1,269.97	534234
GULF COAST	606.15	534242
WASHINGTON COUNTY TRACTOR, INC	460.20	534252
AMERICAN WELDING AND GAS INC	155.55	534283
		8,023.56**
ENGINEERING FUND		
VERIZON WIRELESS	111.66	534182
		111.66**
PARKS & RECREATION		
ENTERGY	1,432.45	534138
RITTER @ HOME	249.57	534152
LOWE'S HOME CENTERS, INC.	350.60	534187
		2,032.62**
GENERAL FUND		
CITY OF PORT ARTHUR	9,457.94	534130
TAX OFFICE		9,457.94*
SOUTHEAST TEXAS WATER	415.95	534163
UNITED STATES POSTAL SERVICE	907.44	534184
ROCHESTER ARMORED CAR CO INC	378.40	534208
REPUBLIC SERVICES # 862	36.80	534225
PEREGRINE SERVICES INC	30,599.10	534231
ODP BUSINESS SOLUTIONS, LLC	1,584.26	534258

PGM: GMCOMMV2	DATE 11-18-2025	PAGE: 2
NAME	AMOUNT	CHECK NO. 103 TOTAL
AMAZON CAPITAL SERVICES	216.31	534260
COUNTY HUMAN RESOURCES		34,138.26*
DELL MARKETING L.P.	1,605.00	534132
MOORMAN & ASSOCIATES, INC.	510.00	534150
PRE CHECK, INC.	467.32	534181
UNITED STATES POSTAL SERVICE	1.48	534184
BAPTIST PHYSICIAN NETWORK	214.00	534185
INSIGHT PUBLIC SECTOR INC	182.32	534219
AUDITOR'S OFFICE		2,980.12*
UNITED STATES POSTAL SERVICE	36.43	534184
COUNTY CLERK		36.43*
FED EX	17.48	534136
CDW COMPUTER CENTERS, INC.	2,108.40	534176
UNITED STATES POSTAL SERVICE	382.96	534184
FUNCTION 4 LLC	374.00	534227
COUNTY JUDGE		2,882.84*
UNITED STATES POSTAL SERVICE	5.92	534184
RISK MANAGEMENT		5.92*
UNITED STATES POSTAL SERVICE	1,875.20	534184
COUNTY TREASURER		1,875.20*
UNITED STATES POSTAL SERVICE	1.48	534184
PURCHASING DEPARTMENT		1.48*
AMAZON CAPITAL SERVICES	40.98	534260
GENERAL SERVICES		40.98*
ELECTRICAL SPECIALTIES, INC.	25.00	534117
CASH ADVANCE ACCOUNT	115.00	534145
SOUTHEAST TEXAS WATER	97.20	534166
INTERFACE EAP, INC	1,351.35	534173
4IMPRINT, INC.	629.95	534186
UNIFIED POWER	3,622.30	534244
3RD COAST LAWNCARE LLC	7,150.00	534269
DATA PROCESSING		12,990.80*
DELL MARKETING L.P.	85,579.62	534132
CDW COMPUTER CENTERS, INC.	1,453.64	534176
LINDENMEYR MUNROE	1,878.45	534246
FS.COM INC	252.00	534272
VOTERS REGISTRATION DEPT		89,163.71*
UNITED STATES POSTAL SERVICE	256.46	534184
ELECTIONS DEPARTMENT		256.46*
UNITED STATES POSTAL SERVICE	9.91	534184
PENSKE TRUCK LEASING CO LP	32.45	534191
AT&T MOBILITY	1,907.96	534224
JOHN ADAMS JR	304.50	534266
PAMELA VICKERS	279.30	534267
DANNY MILLER	350.70	534268
RODNEY PACETTI	482.30	534276
BLUE TRITON BRANDS INC	175.94	534277
DISTRICT ATTORNEY		3,543.06*
CASH ADVANCE ACCOUNT	55.00	534145

PGM: GMCOMMV2	DATE 11-18-2025	PAGE: 3
NAME	AMOUNT	CHECK NO. 104 TOTAL
UNITED STATES POSTAL SERVICE	119.54	534184
DISTRICT CLERK		174.54*
UNITED STATES POSTAL SERVICE	421.92	534184
FUNCTION 4 LLC	600.00	534227
ODP BUSINESS SOLUTIONS, LLC	378.54	534258
CRIMINAL DISTRICT COURT		1,400.46*
ODP BUSINESS SOLUTIONS, LLC	743.90	534258
136TH DISTRICT COURT		743.90*
UNITED STATES POSTAL SERVICE	1.48	534184
252ND DISTRICT COURT		1.48*
CDW COMPUTER CENTERS, INC.	84.87	534176
UNITED STATES POSTAL SERVICE	84.87	534184
SUMMER TANNER	1,133.00	534198
M.K. HAMZA, PHD, P.A.	1,800.00	534212
MATUSKA LAW FIRM	900.00	534218
MARVIN LEWIS JR	1,000.00	534237
279TH DISTRICT COURT		4,918.61*
SOUTHEAST TEXAS WATER	74.45	534167
317TH DISTRICT COURT		74.45*
CASH ADVANCE ACCOUNT	1,224.20	534145
SOUTHEAST TEXAS WATER	68.20	534160
KEVIN S. LAINE	325.00	534175
ODP BUSINESS SOLUTIONS, LLC	86.81	534258
GORDON FRIESZ	170.00	534264
JUSTICE COURT-PCT 1 PL 1		1,874.21*
UNITED STATES POSTAL SERVICE	103.25	534184
JUSTICE COURT-PCT 1 PL 2		103.25*
HERNANDEZ OFFICE SUPPLY, INC.	495.98	534143
UNITED STATES POSTAL SERVICE	35.81	534184
JUSTICE COURT-PCT 4		531.79*
ODP BUSINESS SOLUTIONS, LLC	102.72	534258
JUSTICE COURT-PCT 6		102.72*
UNITED STATES POSTAL SERVICE	59.97	534184
JUSTICE COURT-PCT 7		59.97*
ODP BUSINESS SOLUTIONS, LLC	247.10	534258
AMAZON CAPITAL SERVICES	63.70	534260
COUNTY COURT AT LAW NO.1		310.80*
SOUTHEAST TEXAS WATER	79.70	534162
UNITED STATES POSTAL SERVICE	9.62	534184
THOMSON REUTERS-WEST	201.00	534214
ODP BUSINESS SOLUTIONS, LLC	134.73	534258
TINA M GRANGER	212.50	534281
COUNTY COURT AT LAW NO. 2		637.55*
TODD W LEBLANC	425.00	534118
DAVID GROVE	850.00	534120
A. MARK FAGGARD	700.00	534135
JOHN EUGENE MACEY	350.00	534148

PGM: GMCOMMV2	DATE 11-18-2025	PAGE: 4
NAME	AMOUNT	CHECK NO. 105 TOTAL
CHARLES ROJAS	700.00	534178
UNITED STATES POSTAL SERVICE	14.80	534184
JOEL WEBB VAZQUEZ	350.00	534194
WILLIAM MARCUS WILKERSON	1,450.00	534211
LAW OFFICE OF GILES R COLE & ASSOC	500.00	534249
COUNTY COURT AT LAW NO. 3		5,339.80*
TODD W LEBLANC	1,175.00	534118
KIMBERLY PHELAN, P.C.	425.00	534197
MATUSKA LAW FIRM	350.00	534218
ODP BUSINESS SOLUTIONS, LLC	79.96	534258
COURT MASTER		2,029.96*
SOUTHEAST TEXAS WATER	34.75	534161
SHERIFF'S DEPARTMENT		34.75*
ENTERGY	715.09	534138
UNITED STATES POSTAL SERVICE	1,461.34	534184
SILSBEE FORD INC	13,070.20	534216
GALLS LLC	152.71	534222
REPUBLIC SERVICES # 862	73.61	534225
VECTOR SECURITY	418.19	534229
ODP BUSINESS SOLUTIONS, LLC	1,213.19	534258
CRIME LABORATORY		17,104.33*
CASH ADVANCE ACCOUNT	1,136.20	534145
SOUTHEAST TEXAS WATER	159.80	534164
CERILLIANT	598.81	534188
EVIDENT INC	132.78	534189
NMS LABS	39,985.00	534209
VECTOR SECURITY	209.64	534229
AIRGAS USA, LLC	4,631.06	534236
JAIL - NO. 2		46,853.29*
BOB BARKER CO., INC.	2,555.20	534124
BEAUMONT TRACTOR COMPANY	2,793.72	534125
CITY OF BEAUMONT - WATER DEPT.	16.00	534128
W.W. GRAINGER, INC.	233.52	534137
M&D SUPPLY	158.21	534147
MAVERICK COMMUNICATIONS, INC.	146.25	534149
SHERWIN-WILLIAMS	1,079.60	534157
WORTH HYDROCHEM OF THE GULF COAST	390.00	534172
AMERICAN POLYGRAPH ASSOCIATION	350.00	534179
NORTH SHORE SUPPLY COMPANY	522.00	534193
GALLS LLC	301.62	534222
REPUBLIC SERVICES # 862	5,563.52	534225
FERGUSON ENTERPRISES INC	10,738.86	534228
LASALLE CORRECTIONS VI LLC	73,125.00	534235
ALPHAGRAPHS US809	479.87	534248
LIBERTY GOLF CARS	49.42	534250
AMAZON CAPITAL SERVICES	629.99	534260
MASSEY SERVICES INC	1,800.00	534271
JUVENILE PROBATION DEPT.		100,932.78*
SAM HOUSTON STATE UNIVERSITY	230.00	534153
UNITED STATES POSTAL SERVICE	14.94	534184
ROXANA MITCHELL	118.30	534223
CHARITY HIGHTOWER	220.50	534233
KELLY JOHNSON	23.99	534284
JUVENILE DETENTION HOME		607.73*
LOWE'S HOME CENTERS, INC.	1,414.60	534187
VANSCHUCA SANDERS-CHEVIS	400.00	534199
REPUBLIC SERVICES # 862	519.60	534225
VEQUAL ROBERTS	500.00	534247
CONSTABLE PCT 1		2,834.20*

PGM: GMCOMMV2	DATE 11-18-2025	PAGE: 5
NAME	AMOUNT	CHECK NO. 106 TOTAL
UNITED STATES POSTAL SERVICE	57.58	534184
CONSTABLE-PCT 4		57.58*
DISH NETWORK	99.43	534201
TRANSUNION RISK AND ALTERNATIVE	1,230.00	534220
CONSTABLE-PCT 6		1,329.43*
TEXAS STATE UNIVERSITY SAN MARS	450.00	534168
UNITED STATES POSTAL SERVICE	7.24	534184
CONSTABLE PCT. 8		457.24*
THIRD COAST TINT	180.00	534204
CHASTANG FORD	53,935.00	534263
AGRICULTURE EXTENSION SVC		54,115.00*
UNITED STATES POSTAL SERVICE	2.44	534184
TEXAS AGRILIFE EXTENSION SERVICE	45.00	534205
TYLER FITZGERALD	45.00	534239
EPSILON SIGMA PHI	240.00	534253
TREVIPAY	38.68	534280
HEALTH AND WELFARE NO. 1		371.12*
CITY OF BEAUMONT	40.00	534122
CALVARY MORTUARY	900.00	534126
ENTERGY	70.00	534141
UNITED STATES POSTAL SERVICE	81.69	534184
CENTERPOINT ENERGY RESOURCES	108.35	534232
ODP BUSINESS SOLUTIONS, LLC	441.85	534258
HEALTH AND WELFARE NO. 2		1,641.89*
ENTERGY	186.83	534142
ODP BUSINESS SOLUTIONS, LLC	202.81	534258
LISA WASHINGTON	226.80	534259
NURSE PRACTITIONER		616.44*
MCKESSON MEDICAL-SURGICAL INC	56.82	534177
ODP BUSINESS SOLUTIONS, LLC	130.09	534258
ENVIRONMENTAL CONTROL		186.91*
ODP BUSINESS SOLUTIONS, LLC	1.25	534258
INDIGENT MEDICAL SERVICES		1.25*
LOCAL GOVERNMENT SOLUTIONS LP	4,048.00	534202
CARDINAL HEALTH 110 INC	67,366.74	534215
MAINTENANCE-BEAUMONT		71,414.74*
AAA LOCK & SAFE	145.00	534114
JOHNSTONE SUPPLY	163.40	534121
ECOLAB	286.86	534134
JOHNSON CONTROLS, INC.	6,117.70	534146
ACE IMAGEWEAR	250.14	534156
SHERWIN-WILLIAMS	46.73	534207
REPUBLIC SERVICES # 862	1,558.80	534225
ADVANTAGE INTERESTS INC	150.00	534230
MASSEY SERVICES INC	163.00	534271
MAINTENANCE-PORT ARTHUR		8,881.63*
DRAGO HARDWARE CO.	17.03	534133
ENTERGY	5,055.05	534138
S.E. TEXAS BUILDING SERVICE	5,000.00	534159
FRED MILLER'S OUTDOOR EQUIPMENT LLC	47.90	534221
CHARTER COMMUNICATIONS	116.00	534254
MAINTENANCE-MID COUNTY		10,235.98*

PGM: GMCOMMV2	DATE	PAGE: 6
NAME	11-18-2025	
	AMOUNT	CHECK NO. 107 TOTAL
ENTERGY	2,336.41	534138
S.E. TEXAS BUILDING SERVICE	3,608.32	534159
REPUBLIC SERVICES # 862	83.13	534225
		6,027.86*
SERVICE CENTER		
SPIDLE & SPIDLE	2,265.24	534119
TATE & CO., INC.	1,387.00	534169
VOYAGER FLEET SYSTEM, INC.	24,310.20	534192
MIGHTY OF SOUTHEAST TEXAS	789.99	534210
ADVANCE AUTO PARTS	679.24	534213
SILSBEE FORD INC	102.52	534216
REPUBLIC SERVICES # 862	83.13	534225
CREST INDUSTRIES, INC	169.20	534241
MISTEY REEVES	7.50	534261
TOWN AND COUNTRY FORD	3,004.93	534265
		32,798.95*
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	3.84	534184
BLUE TRITON BRANDS INC	49.97	534278
		53.81*
		532,233.60**
MOSQUITO CONTROL FUND		
CITY OF NEDERLAND	61.08	534131
ENTERGY	501.18	534138
JACK BROOKS REGIONAL AIRPORT	401.94	534144
PHILPOTT MOTORS, INC.	32.00	534151
SETZER HARDWARE, INC.	14.83	534155
ACE IMAGEWEAR	83.74	534156
REPUBLIC SERVICES # 862	83.13	534225
		1,177.90**
J.C. FAMILY TREATMENT		
ROXANNE RENEE EVANS	684.00	534279
		684.00**
SECURITY FEE FUND		
ODP BUSINESS SOLUTIONS, LLC	301.59	534258
AMAZON CAPITAL SERVICES	28.99	534260
		330.58**
COMMUNITY SUPERVISION FND		
UNITED STATES POSTAL SERVICE	42.01	534184
CHARTER COMMUNICATIONS	130.83	534255
		172.84**
COUNTY RECORDS MANAGEMENT		
ODP BUSINESS SOLUTIONS, LLC	133.30	534258
		133.30**
HOTEL OCCUPANCY TAX FUND		
DELL MARKETING L.P.	3,883.20	534132
UNITED STATES POSTAL SERVICE	5.92	534184
DISH NETWORK	146.44	534200
REPUBLIC SERVICES # 862	83.13	534225
		4,118.69**
GLO DISASTER GRANT HOME		
ANTHONY BIENVENU JANE BIENVENU	1,000.00	534285
		1,000.00**
AIRPORT FUND		
AAAE / DEPT.	325.00	534115
CINTAS, INC.	142.89	534127
ENTERGY	12,342.48	534140
SANITARY SUPPLY, INC.	282.07	534154
SHERWIN-WILLIAMS	61.17	534157
TRIANGLE ENGINE DIST.	253.00	534170
E. SULLIVAN ADVERTISING & DESIGN	6,071.76	534180
UNITED STATES POSTAL SERVICE	.74	534184
LOWE'S HOME CENTERS, INC.	841.30	534187

PGM: GMCOMMV2	DATE 11-18-2025	PAGE: 7
NAME	AMOUNT	CHECK NO. ¹⁰⁸ TOTAL
SOUTHEAST TEXAS PARTS AND EQUIPMENT	635.21	534217
REPUBLIC SERVICES # 862	415.66	534225
TITAN AVIATION FUELS	59,553.09	534238
FULCRUM BIOMETRICS INC	792.90	534282
SE TX EMP. BENEFIT POOL		81,717.27**
NEUROMUSCULAR CORPORATE SOLUTIONS	10,500.00	534240
UNITED HEALTHCARE SERVICES INC	158,560.71	534243
LIVINITI LLC	287,773.87	534273
RXCOMPASS LLC	18,816.00	534274
LANTERN SPECIALTY CARE	332.82	534275
SETEC FUND		475,983.40**
REPUBLIC SERVICES # 862	3,770.00	534225
LANGUAGE ACCESS FUND		3,770.00**
RUBEN ZAPATA	600.00	534262
ARPA CORONAVIRUS RECOVERY		600.00**
TIDAL BASIN GOVERNMENT CONSULTING	17,575.00	534245
BRAVE/ARCHITECTURE INC	130.20	534270
APPELLATE JUDICIAL SYSTEM		17,705.20**
9TH COURT OF APPEALS	2,532.98	534203
MARINE DIVISION		2,532.98**
ENTERGY	731.84	534138
JACK BROOKS REGIONAL AIRPORT	301.45	534144
		1,033.29**
		1,140,925.51***

Permit Number: 04-P-25Precinct Number: 1,2 & 4Bond Number: CMS0359033**APPLICATION FOR PIPE LINE PERMIT**Date: 10/15/2025

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Ladies or Gentlemen:

Trident Intrastate Pipeline LLC , (Company)

does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of location of which is fully described as follow:

Uncased Natural Gas Pipeline of 42" to be constructed in Jefferson County with use temporary access driveways

across multiple county roads as shown on the attached drawings (Main Line)

Number of drawings attached 8

Construction will begin on or after January 2, 20 26

It is understood that all work will comply with requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on November 12, 2025 and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

8 Road crossing @\$100.00 \$ 800.00

 Miles parallel @\$150.00/mile or fraction \$

TOTAL \$ 800.00

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be **\$5,000.00 per crossing** and **\$50,000.00 per mile** or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit is issued for a period of twenty-five (25) years, at which time the permit must be renewed.

Trident Intrastate Pipeline LLC

Company Name

Melissa Cowan, Attorney-in-Fact

Company Representative Name/Title

1001 Louisiana St., Suite 1000, Houston , TX 77002

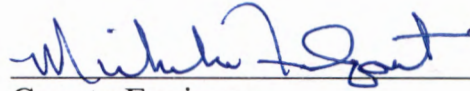
Address

701-334-6530

Phone Number

ENGINEERING ACTION FORM

The minimum standard bond required is \$ 40,000


County Engineer

11/12/2025

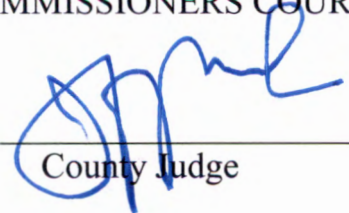
Date

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 \$ 40,000. Special conditions of construction (are/are not) attached hereto.

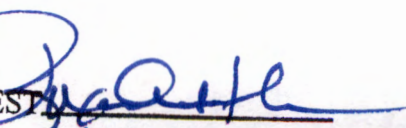
COMMISSIONERS COURT

By


County Judge



8

ATTEST 

DATE 11/18/2025

PERMIT PERFORMANCE BONDBond No. CMS0359033

KNOW ALL MEN BY THESE PRESENTS, that we, Kinder Morgan Tejas Pipeline, LLC, 1001 Louisiana St., Ste 1000, Houston, TX 77002, as Principal, and RLI Insurance Company, licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Jefferson County Commissioner's Court, 1149 Pearl Street, 5th Floor, Beaumont, TX 77701 (Obligee), in the penal sum of Forty Thousand and No/100 Dollars (\$40,000.00), lawful money of the United State of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has obtained a permit from the Obligee to work within the public right-of-way as indicated on the permit. 8 road crossing for Trident

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the Principal shall repair or install said facilities in the right-of-way as set forth in said permit; and complete, or cause same to be completed within the time specified on the permit for such completion; and construct same according to the plans for the facilities; and restore the right-of-way in accordance to the technical specifications used by the Obligee. If the restoration of the right-of-way endures without the need of repairs for this specified period, then this obligation shall be void; otherwise this obligation shall remain in full force and effect until the permit expires. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

This bond shall become effective the 11th day of August, 2025, and may be terminated by thirty (30) days written notice of cancellation by the Surety. The liability of the Surety under this bond shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 11th day of August, 2025.

Kinder Morgan Tejas Pipeline, LLC
(Principal)

Witness Tinsna Shepherd

By [Signature]
Chris Graeter, Vice President

RLI Insurance Company
(Surety)

Witness Ashley Coleman
Ashley Coleman

By [Signature]
Stephanie Moore Harold, Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

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 **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Marc W. Boots, Vickie Lacy, Maria D. Zuniga, Richard Covington, Joseph R. Aulbert, Ashley Koletar, Ryan Varela, Stephanie Moore
Harold, Dylan Young, Melanie Salinas, jointly or severally

in the City of Houston, State of Texas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars
(\$25,000,000.00) for any single obligation.

The acknowledgment 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.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is 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** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 17th day of October, 2024.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Eric Raudins Sr. Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 17th day of October, 2024, 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/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott Notary Public

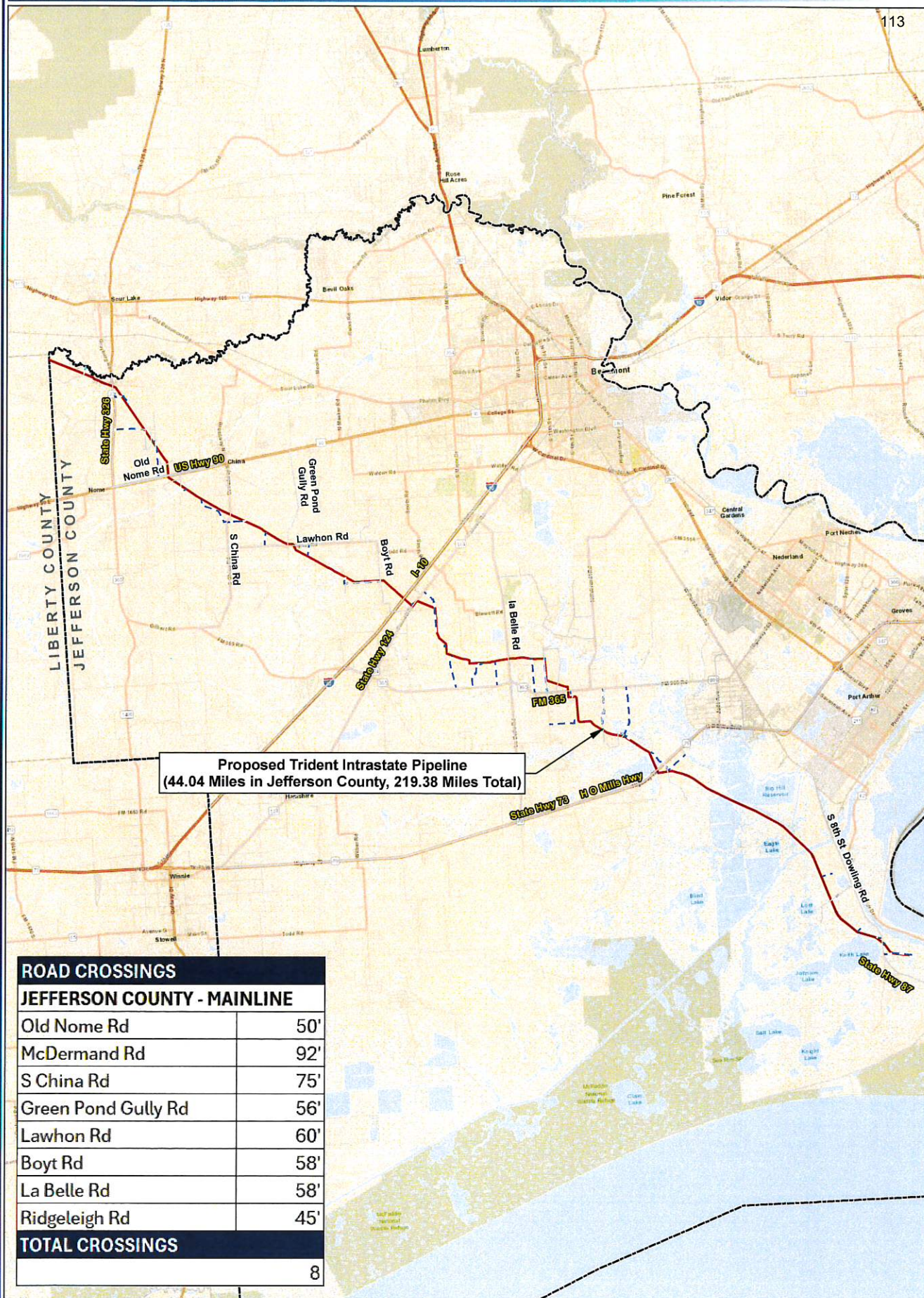


JILL A. SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and 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** and/or **Contractors Bonding and Insurance Company** this 11th day of August, 2025.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Dick Corporate Secretary



Proposed Trident Intrastate Pipeline
(44.04 Miles in Jefferson County, 219.38 Miles Total)

ROAD CROSSINGS

JEFFERSON COUNTY - MAINLINE

Old Nome Rd	50'
McDermand Rd	92'
S China Rd	75'
Green Pond Gully Rd	56'
Lawhon Rd	60'
Boyt Rd	58'
La Belle Rd	58'
Ridgeleigh Rd	45'

TOTAL CROSSINGS

8



LEGEND

- Access Roads
- Trident Intrastate Pipeline
- County Boundary



KINDER MORGAN

COUNTY JEFFERSON

DATE: 7/9/2025 SHEET: PAGE 1 of 1

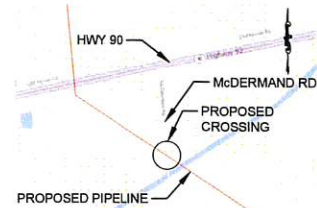
LEGEND

R/W RIGHT OF WAY
 FM FARM TO MARKET
 MIN. MINIMUM
 CLR. CLEARANCE
 ———— EXISTING PIPELINE
 ———— POWER LINE
 — x — FENCE
 ———— PROPERTY LINE
 ● POWER POLE



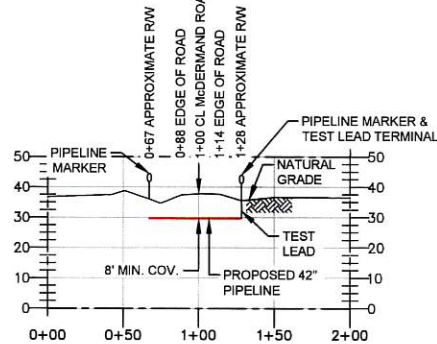
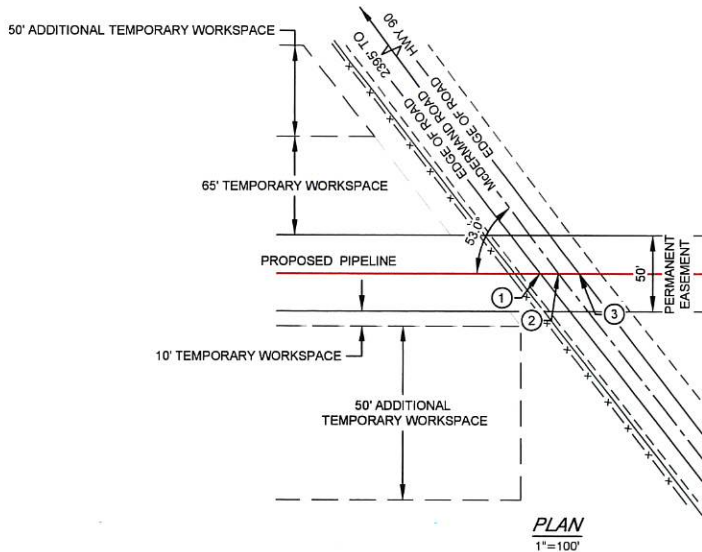
LOCATION COORDINATES

1. X= 4184359.50
 Y= 10027787.04
 2. X= 4184369.63
 Y= 10027780.49
 3. X= 4184381.09
 Y= 10027772.70



VICINITY MAP

N.T.S.



CROSSING LENGTH - 61' (APPROX. R/W TO APPROX. R/W)

PROFILE

1"=100' H
 1"=50' V



NOTE:

- DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
- EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-245-4545 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
- ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE OR CASING.
- CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
- CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.

CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
 CODE: 49 CFR PART 192.111/ASME B31.8
 CLASS LOCATION: 1
 DESIGN FACTOR: 0.60
 PIPE: 42" O.D., 0.720" W.T., API 5L X70, PSL2
 CASING: NOT APPLICABLE
 COATING: 14-16 MILS FBE, 30-40 MILS ARO
 M.A.O.P.: 1,440 PSIG
 PIPELINE CATHODICALLY PROTECTED
 METHOD OF INSTALLATION: BORE



02-JULY-2025

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	07/01/25	ISSUED FOR PERMIT	JRW	VLG	GLC		

KINDER MORGAN

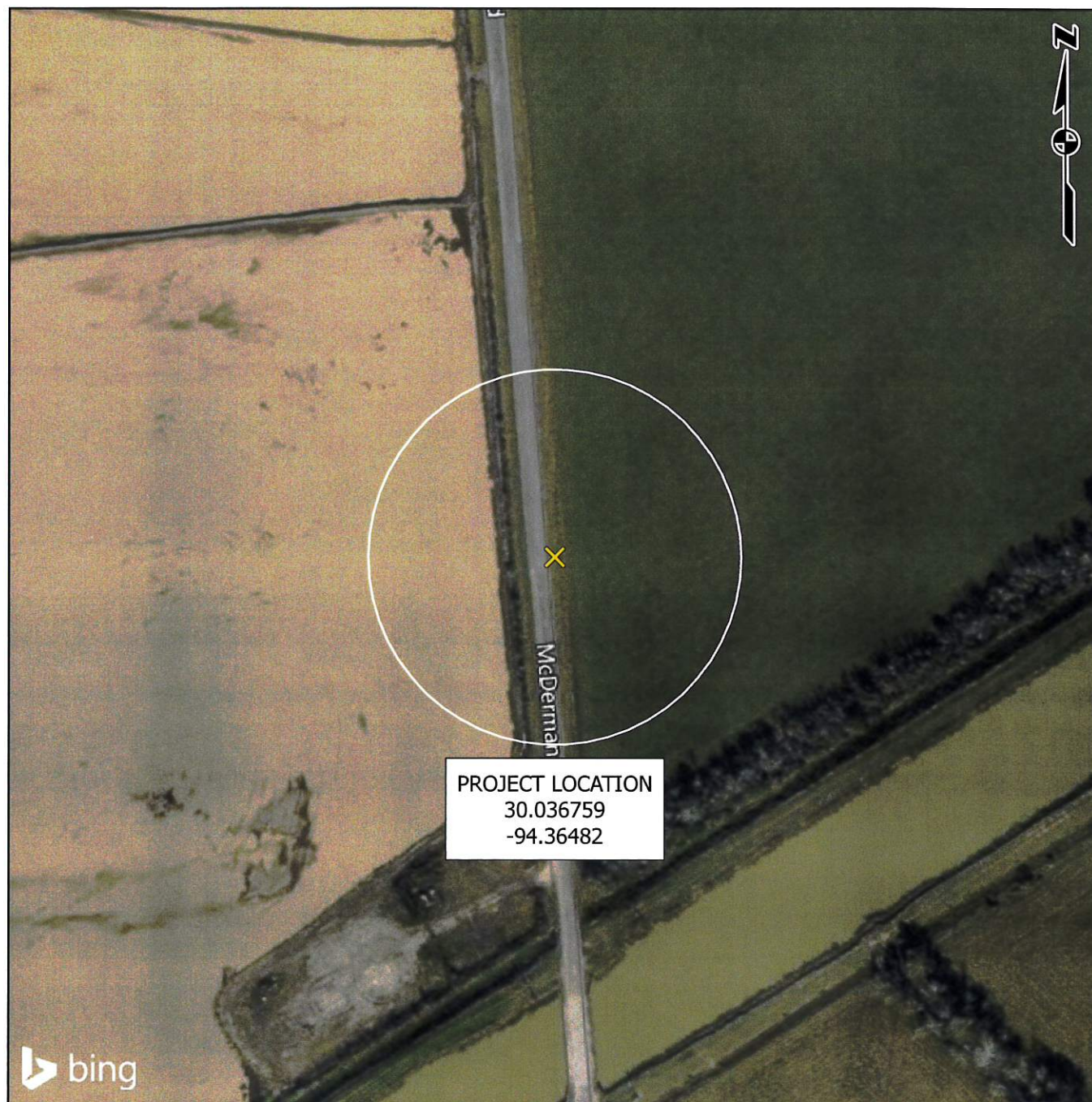
TRC
 Houston, TX PH: (281) 616-0100
 LJC. No. TX-F-82

DRAWING ISSUES	CONSTRUCTION	LAST ORG.	DATE	REV.
BIDS	LAST ORG.			
APPROVAL	LAST ORG.			
INFORMATION	LAST ORG.			
ISSUED FOR:	SIGNATURE	DATE	REV.	
DRAWN:	VLG	DATE: 05/05/25		
CHECKED:	JW	DATE: 05/05/25		
ENGINEER:		DATE:		
TRC:		DATE:		
CLIENT:		DATE:		
CLIENT:		DATE:		

ROAD CROSSING PERMIT

TRIDENT PIPELINE
 McDERMAND ROAD (PRECINCT 1)
 JEFFERSON COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	630450	630450-34JF-001	1 OF 1	A



LOCATION MAP
McDermann Road E



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE	7/30/2025	
NO.	REVISION	DATE	APPR.

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET
NTS	7/30/2025	TRC	TRC		630450	EXHIBIT 1	1 OF 1



LOCATION MAP
McDermand Road W



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE		7/30/2025	
NO.	REVISION		DATE	APPR.
SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS	7/30/2025	TRC	TRC	

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

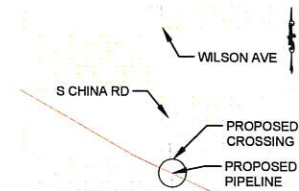
TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1

LEGEND

R/W	RIGHT OF WAY
FM	FARM TO MARKET
MIN.	MINIMUM
CLR.	CLEARANCE
---	EXISTING PIPELINE
---	POWER LINE
-x-x-	FENCE
- - -	PROPERTY LINE
●	POWER POLE

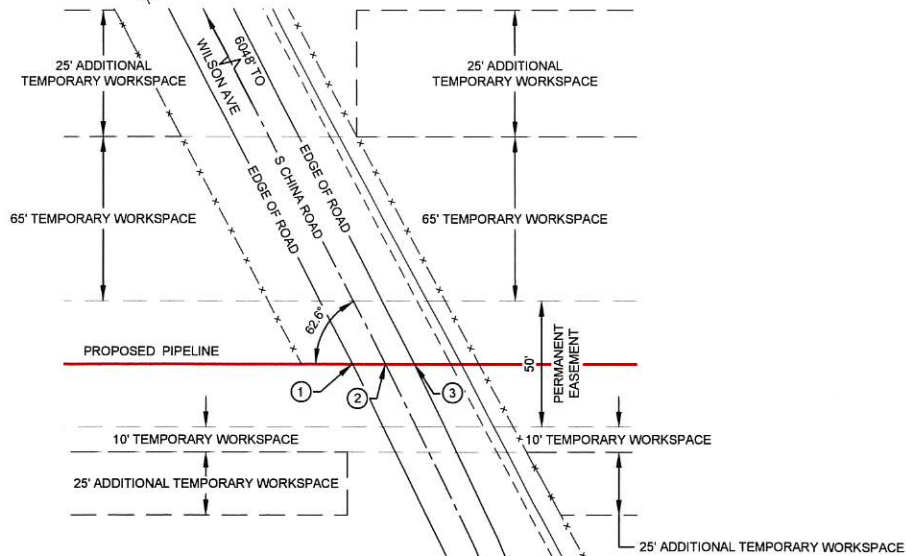
LOCATION COORDINATES

1. X= 4194269.44
Y= 10021995.43
2. X= 4194281.42
Y= 10021990.00
3. X= 4194291.84
Y= 10021985.16



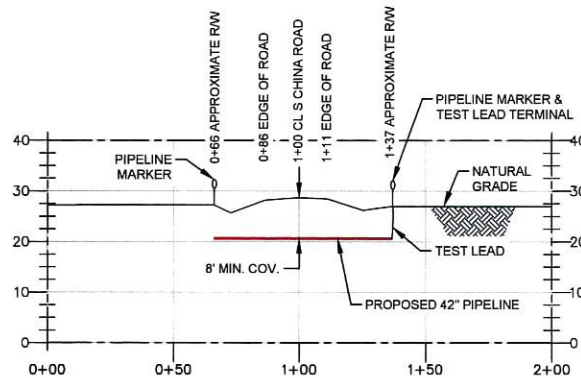
VICINITY MAP

N.T.S.



PLAN

1"=60'



CROSSING LENGTH - 71' (APPROX. R/W TO APPROX. R/W)

PROFILE

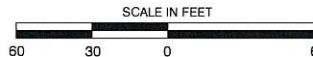
1"=60' H
1"=30' V

CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
CODE: 49 CFR PART 192.111/ASME B31.8
CLASS LOCATION: 1
DESIGN FACTOR: 0.60
PIPE: 42" O, 0.720" w.t., API 5L X70, PSL2
CASING: NOT APPLICABLE
COATING: 14-16 MILS FBE, 30-40 MILS ARO
M.A.O.P.: 1,440 PSIG
PIPELINE CATHODICALLY PROTECTED
METHOD OF INSTALLATION: BORE

NOTE:

1. DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-245-4545 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE OR CASING.
4. CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
5. CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.



SCALE IN FEET



02-JULY-2025

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	07/01/25	ISSUED FOR PERMIT	VLG	JW	GLC		

KINDER MORGAN

TRC
Houston, TX PH: (281) 616-0100
LIC. NO. TX-F-82

DRAWING APPROVALS

CONSTRUCTION	LAST ORIG.			
BIDS	LAST ORIG.			
APPROVAL	LAST ORIG.			
INFORMATION	LAST ORIG.			
ISSUED FOR:	SIGNATURE	DATE	REV.	
DRAWN:	VLG	DATE: 05/05/25		
CHECKED:	JW	DATE: 05/05/25		
ENGINEER:		DATE:		
TRC:		DATE:		
CLIENT:		DATE:		
CLIENT:		DATE:		

ROAD CROSSING PERMIT

TRIDENT PIPELINE
S CHINA ROAD (PRECINCT 1)
JEFFERSON COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	630450	630450-34JF-003	1 OF 1	A

01-Jul-2025 : 10:47 AM



PROJECT LOCATION
30.019577
-94.334479

LOCATION MAP
S China Road E



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE	7/30/2025	
NO.	REVISION	DATE	APPR.

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET
NTS	7/30/2025	TRC	TRC		630450	EXHIBIT 1	1 OF 1



LOCATION MAP
S China Road W

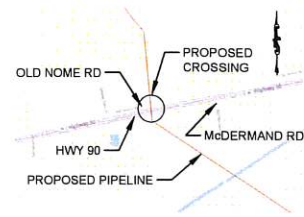
			11767 Katy Fwy STE 230 Houston, TX 77079 (281) 616-0100			LOCATION MAP TEMPORARY DRIVEWAY PERMIT		
			A	INITIAL ISSUE	7/30/2025			
NO.			REVISION			DATE		
SCALE			DATE			DRAWN		
NTS			7/30/2025			TRC		
			CHECKED			APPROVED		
			TRC					
TRC PROJ. NO.			DRAWING NUMBER			SHEET		
630450			EXHIBIT 1			1 OF 1		

LEGEND

R/W	RIGHT OF WAY
FM	FARM TO MARKET
MIN.	MINIMUM
CLR.	CLEARANCE
—	EXISTING PIPELINE
—	POWER LINE
—	FENCE
—	PROPERTY LINE
—	POWER POLE

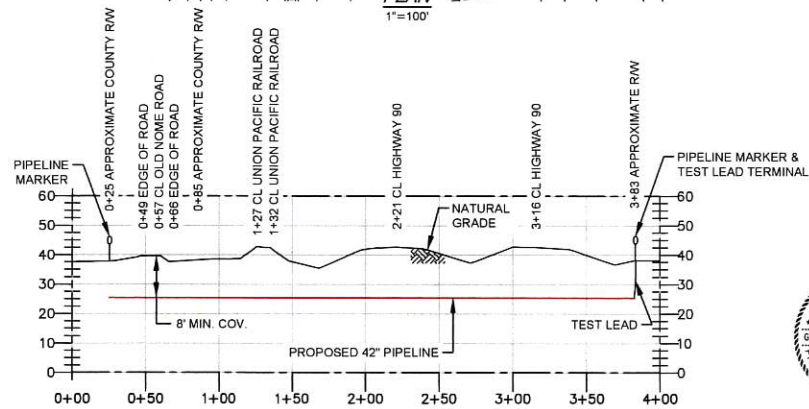
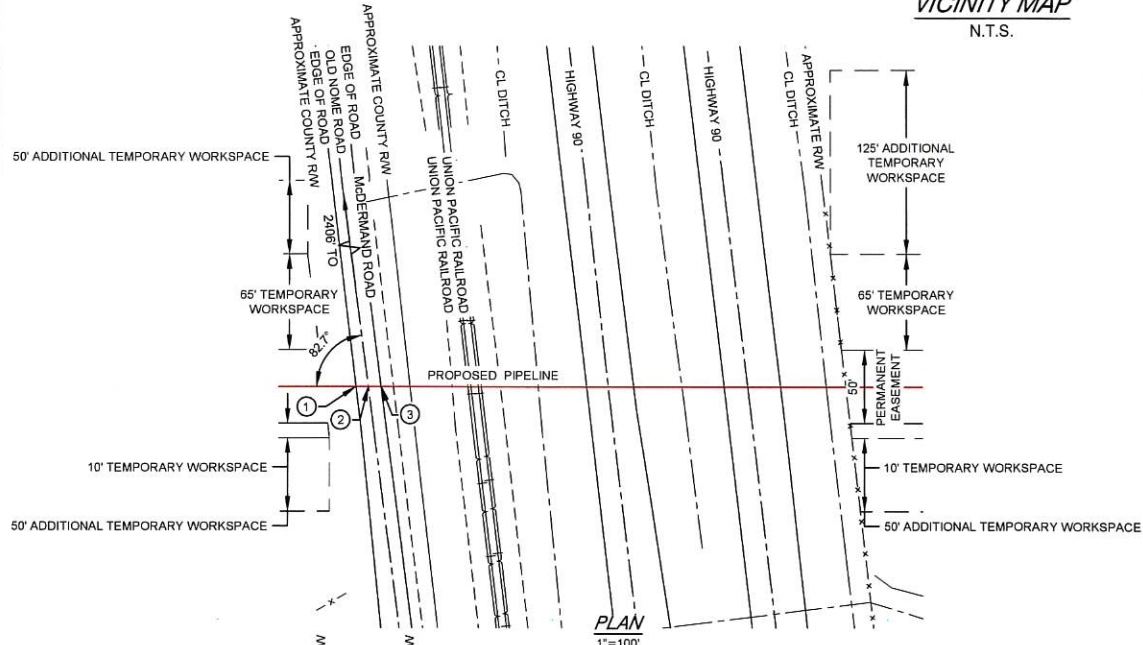
LOCATION COORDINATES

1. X= 4181817.26
Y= 10029954.11
2. X= 4181818.03
Y= 10029945.96
3. X= 4181818.86
Y= 10029937.16



VICINITY MAP

N.T.S.



CROSSING LENGTH - 60' (APPROX. COUNTY R/W TO COUNTY APPROX. R/W)

PROFILE

1"=100' H
1"=50' V



NOTE:

1. DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-245-4545 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE OR CASING.
4. CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
5. CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.

CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
CODE: 49 CFR PART 192.111/ASME B31.8
CLASS LOCATION: 1
DESIGN FACTOR: 0.60
CARRIER PIPE: 42" O.D., 0.500" W.T., API 5L X70, PSL2
CASING: UNCASING
COATING: 14-16 MILS FBE, 30-40 MILS ARO
M.A.O.P.: 1,440 PSIG
PIPELINE CATHODICALLY PROTECTED
METHOD OF INSTALLATION: BORE



02-JULY-2025

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	06/27/25	ISSUED FOR PERMIT	VLG	JRW	GLC		

KINDER MORGAN

TRC
Houston, TX PH: (281) 616-0100
LIC. No. TX-F-82

DRAWING ISSUES	CONSTRUCTION	LAST			
	BIDS	LAST			
	APPROVAL	LAST			
	INFORMATION	LAST			
DRAWING APPROVALS	ISSUED FOR:	SIGNATURE	DATE	REV.	
	DRAWN:	VLG	DATE: 06/27/25		
	CHECKED:	JRW	DATE: 26/27/25		
	ENGINEER:		DATE:		
	TRC:		DATE:		
	CLIENT:		DATE:		

ROAD CROSSING PERMIT

TRIDENT PIPELINE
OLD NOME ROAD (PRECINCT 1)
JEFFERSON COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	630450	630450-34JF-009	1 OF 1	A

01-JUL-2025 : 10:59 AM



LOCATION MAP
Old Nome Rd (N)

		11767 Katy Fwy STE 230 Houston, TX 77079 (281) 616-0100		LOCATION MAP TEMPORARY DRIVEWAY PERMIT				
		A	INITIAL ISSUE				7/9/2025	
NO.	REVISION	DATE	APPR.					
SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET	
NTS	7/9/2025	TRC	TRC		630450	EXHIBIT 1	1 OF 1	



LOCATION MAP
Old Nome Rd (S)



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE			7/30/2025	
NO.	REVISION			DATE	APPR.
SCALE	DATE	DRAWN	CHECKED	APPROVED	
NTS	7/30/2025	TRC	TRC		

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

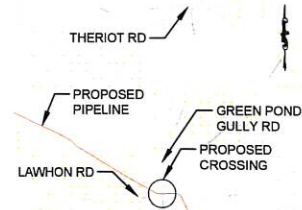
TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1

LEGEND

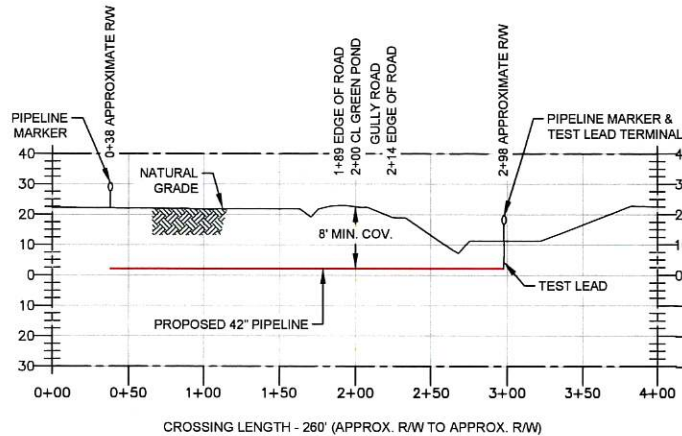
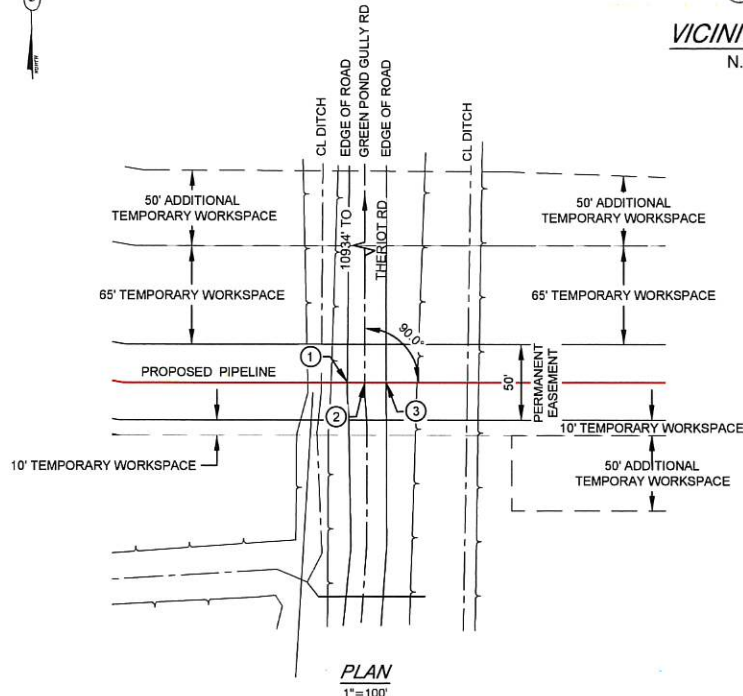
R/W	RIGHT OF WAY
FM	FARM TO MARKET
MIN.	MINIMUM
CLR.	CLEARANCE
---	EXISTING PIPELINE
---	POWER LINE
---	FENCE
●	PROPERTY LINE
●	POWER POLE

(X) LOCATION COORDINATES

1. X= 4205663.31
Y= 10016109.48
2. X= 4205674.74
Y= 10016109.65
3. X= 4205688.83
Y= 10016109.85



VICINITY MAP
N.T.S.



CROSSING LENGTH - 260' (APPROX. R/W TO APPROX. R/W)

PROFILE

1"=100' H
1"=50' V



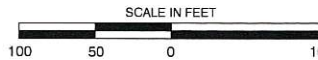
02-JULY-2025

NOTE:

1. DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-245-4545 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE OR CASING.
4. CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
5. CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.

CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
CODE: 49 CFR PART 192.111/ASME B31.8
CLASS LOCATION: 1
DESIGN FACTOR: 0.60
PIPE: 42" O.D. 0.720" W.T., API 5L X70, PSL2
CASING: NOT APPLICABLE
COATING: 14-16 MILS FBE, 30-40 MILS ARO
M.A.O.P.: 1,440 PSIG
PIPELINE CATHODICALLY PROTECTED
METHOD OF INSTALLATION: BORE



NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	07/01/25	ISSUED FOR PERMIT	VLG	JW	GLC		

KINDER MORGAN



DRAWING ISSUES	CONSTRUCTION	LAST ORIG.				
	BIDS	LAST ORIG.				
	APPROVAL	LAST ORIG.				
	INFORMATION	LAST ORIG.				
	ISSUED FOR:	SIGNATURE		DATE		REV.
DRAWING APPROVALS	DRAWN:	VLG	DATE:	05/05/25		
	CHECKED:	JW	DATE:	05/05/25		
	ENGINEER:		DATE:			
	TRC:		DATE:			
	CLIENT:		DATE:			

ROAD CROSSING PERMIT

TRIDENT PIPELINE
GREEN POND GULLY ROAD (PRECINCT 1)
JEFFERSON COUNTY, TEXAS

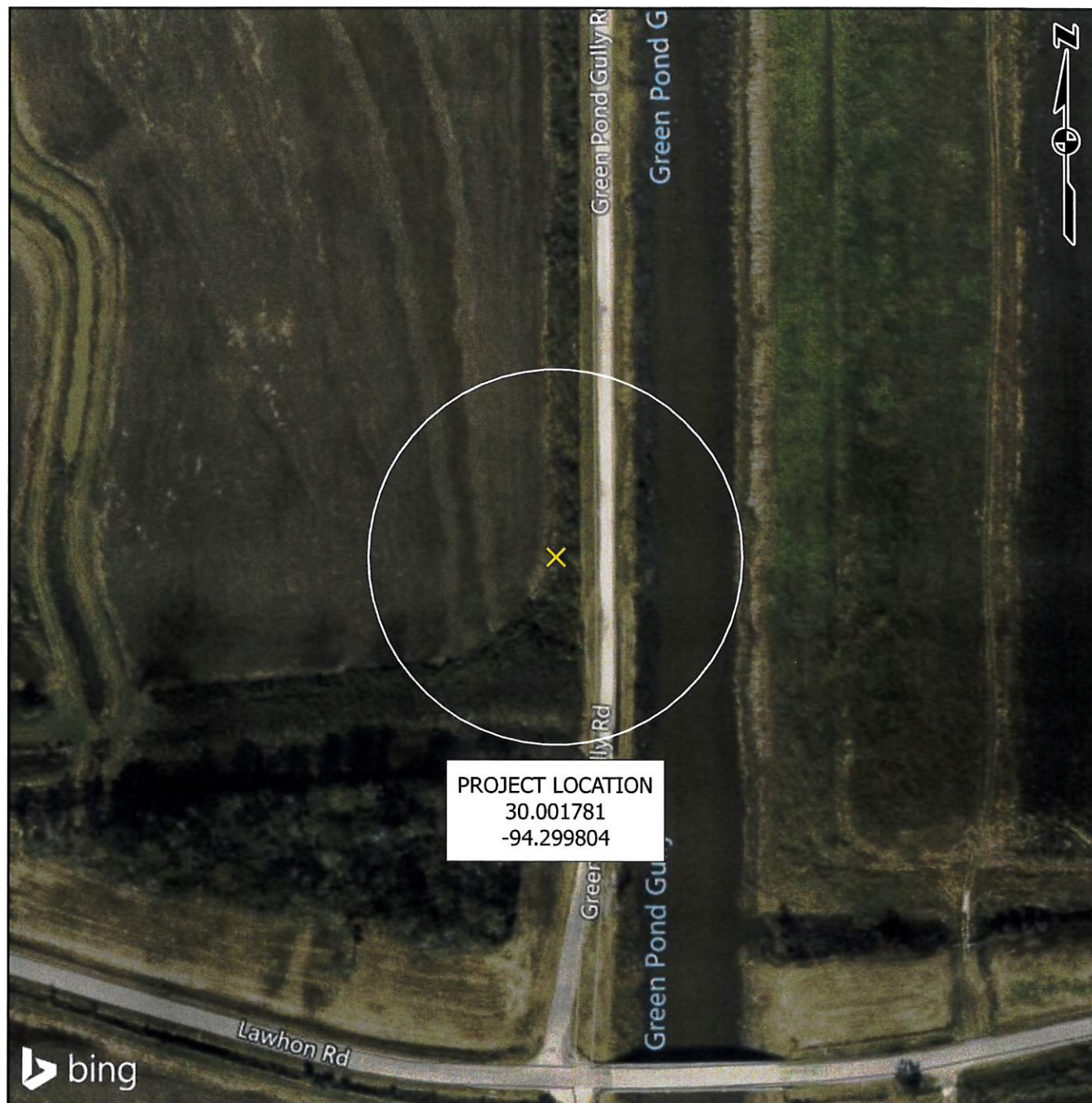
SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	630450	630450-34JF-007	1 OF 1	A

01-JUL-2025 10:56 AM



LOCATION MAP
Green Pond Gully Road E

				11767 Katy Fwy STE 230 Houston, TX 77079 (281) 616-0100		LOCATION MAP TEMPORARY DRIVEWAY PERMIT		
		A	INITIAL ISSUE	7/30/2025				
		NO.	REVISION	DATE	APPR.			
SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET	
NTS	7/30/2025	TRC	TRC		630450	EXHIBIT 1	1 OF 1	



PROJECT LOCATION
30.001781
-94.299804

LOCATION MAP
Green Pond Gully Road W



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE		7/30/2025	
NO.	REVISION		DATE	APPR.

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

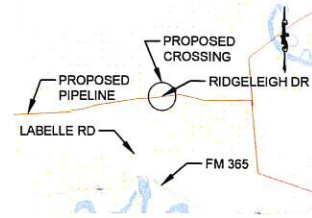
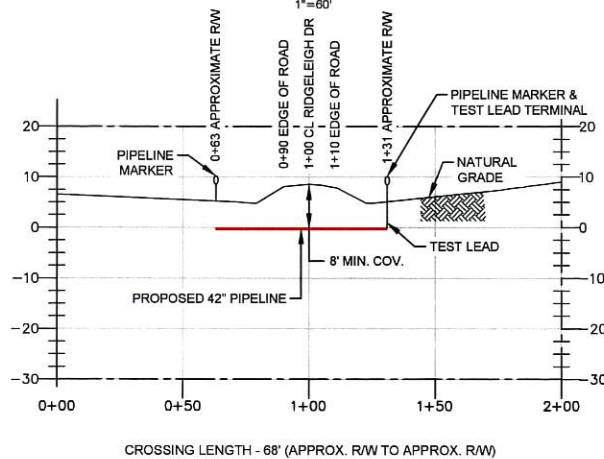
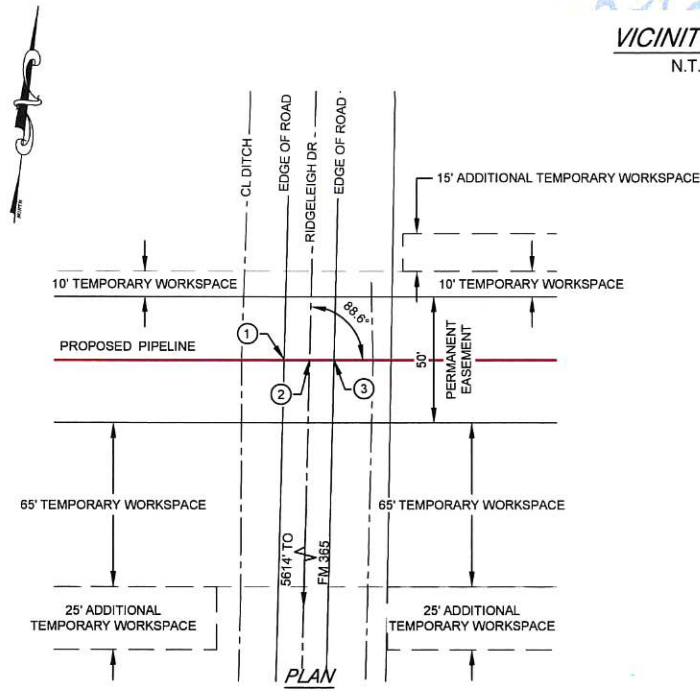
SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET
NTS	7/30/2025	TRC	TRC		630450	EXHIBIT 1	1 OF 1

LEGEND

R/W	RIGHT OF WAY
FM	FARM TO MARKET
MIN.	MINIMUM
CLR.	CLEARANCE
—	EXISTING PIPELINE
—	POWER LINE
—	FENCE
—	PROPERTY LINE
●	POWER POLE

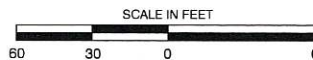
LOCATION COORDINATES

1. X= 4252092.86
Y= 993380.85
2. X= 4252102.79
Y= 9993382.12
3. X= 4252112.48
Y= 9993383.02

VICINITY MAP
N.T.S.

02-JULY-2025

PROFILE

1"=60' H
1"=30' V

NOTE:

1. DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-245-4545 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE OR CASING.
4. CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
5. CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.

CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
CODE: 49 CFR PART 192.111/ASME B31.8
CLASS LOCATION: 1
DESIGN FACTOR: 0.60
PIPE: 42" O, 0.720" W.T., API 5L X70, PSL2
CASING: NOT APPLICABLE
COATING: 14-16 MILS FBE, 30-40 MILS ARO
M.A.O.P.: 1,440 PSIG
PIPELINE CATHODICALLY PROTECTED
METHOD OF INSTALLATION: BORE

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	07/01/25	ISSUED FOR PERMIT	VLG	JW	GLC		

KINDER MORGAN

TRC
Houston, TX PH: (281) 616-0100
LIC. NO. TX-F-82

DRAWING ISSUES	CONSTRUCTION	LAST ORIG.			
	BIDS	LAST ORIG.			
	APPROVAL	LAST ORIG.			
	INFORMATION	LAST ORIG.			
	ISSUED FOR:	SIGNATURE	DATE	REV.	
DRAWING APPROVALS	DRAWN:	VLG	DATE:	05/05/25	
	CHECKED:	JW	DATE:	05/05/25	
	ENGINEER:		DATE:		
	TRC:		DATE:		
	CLIENT:		DATE:		
	CLIENT:		DATE:		

ROAD CROSSING PERMIT

TRIDENT PIPELINE
RIDGELEIGH DR (PRECINCT 2)
JEFFERSON COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	630450	630450-34JF-005	1 OF 1	A

01-JUL-2025 : 10:53 AM



LOCATION MAP
Ridgeleigh Drive E



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE		7/30/2025	
NO.	REVISION		DATE	APPR.
SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS	7/30/2025	TRC	TRC	

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1



LOCATION MAP
Ridgeleigh Drive W



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE		7/30/2025	
NO.	REVISION		DATE	APPR.
SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS	7/30/2025	TRC	TRC	

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

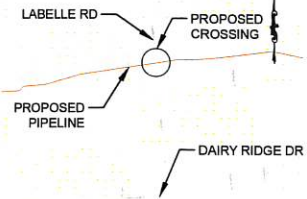
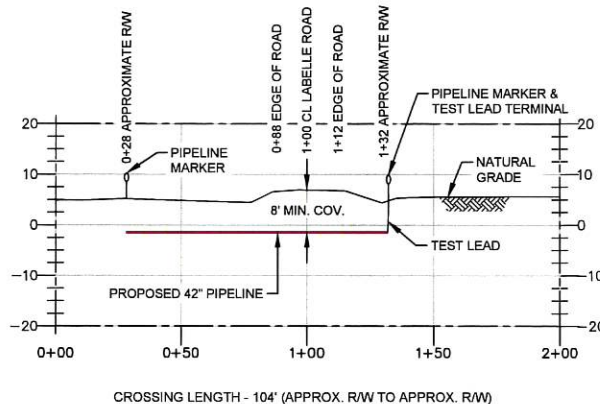
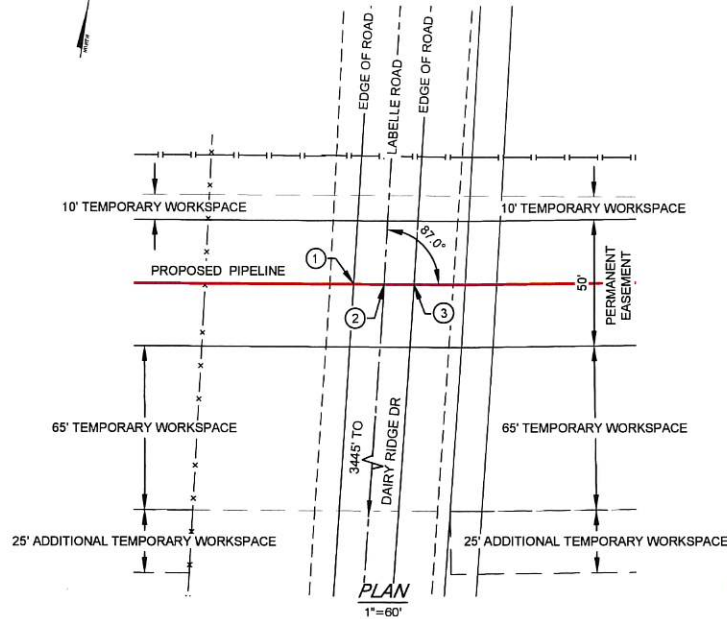
TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1

LEGEND

R/W	RIGHT OF WAY
FM	FARM TO MARKET
MIN.	MINIMUM
CLR.	CLEARANCE
—P—P—	EXISTING PIPELINE
—P—P—	POWER LINE
—X—X—	FENCE
—E—E—	PROPERTY LINE
●	POWER POLE

LOCATION COORDINATES

1. X= 4250148.99
Y= 9993193.24
2. X= 4250161.07
Y= 9993195.00
3. X= 4250172.67
Y= 9993196.70

VICINITY MAP
N.T.S.

CROSSING LENGTH - 104' (APPROX. R/W TO APPROX. R/W)

PROFILE

1"=60' H
1"=30' V

02-JULY-2025

CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
 CODE: 49 CFR PART 192.111/ASME B31.8
 CLASS LOCATION: 1
 DESIGN FACTOR: 0.60
 PIPE: 42" O.D., 0.720" w.t., API 5L X70, PS12
 CASING: NOT APPLICABLE
 COATING: 14-16 MILS FBE, 30-40 MILS ARO
 M.A.O.P.: 1,440 PSIG
 PIPELINE CATHODICALLY PROTECTED
 METHOD OF INSTALLATION: BORE

NOTE:

1. DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-245-4545 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
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NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	07/01/25	ISSUED FOR PERMIT	VLG	JW	GLC		

KINDER MORGAN

TRC
Houston, TX PH: (281) 616-0100
LIC. No. TX-F-82

DRAWING ISSUES	CONSTRUCTION	LAST			
	BIDS	LAST			
	APPROVAL	LAST			
	INFORMATION	LAST			
DRAWING APPROVALS	ISSUED FOR:	SIGNATURE	DATE	REV.	
	DRAWN:	VLG	DATE:	05/05/25	
	CHECKED:	JW	DATE:	05/05/25	
	ENGINEER:		DATE:		
	TRC:	DATE:			
	CLIENT:	DATE:			
	CLIENT:	DATE:			

ROAD CROSSING PERMIT

TRIDENT PIPELINE
 LABELLE ROAD (PRECINCT 2)
 JEFFERSON COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	630450	630450-34JF-004	1 OF 1	A

01-Jul-2025 : 10:50 AM



LOCATION MAP
La Belle Road E



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE		7/30/2025	
NO.	REVISION		DATE	APPR.
SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS	7/30/2025	TRC	TRC	

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1



LOCATION MAP
La Belle Road W



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE		7/30/2025	
NO.	REVISION		DATE	APPR.
SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS	7/30/2025	TRC	TRC	

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

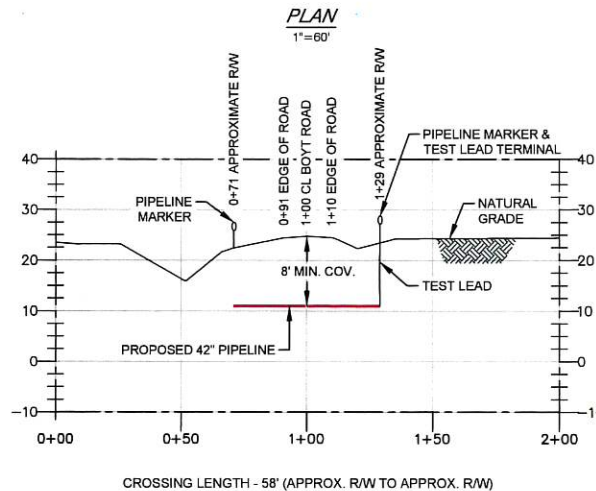
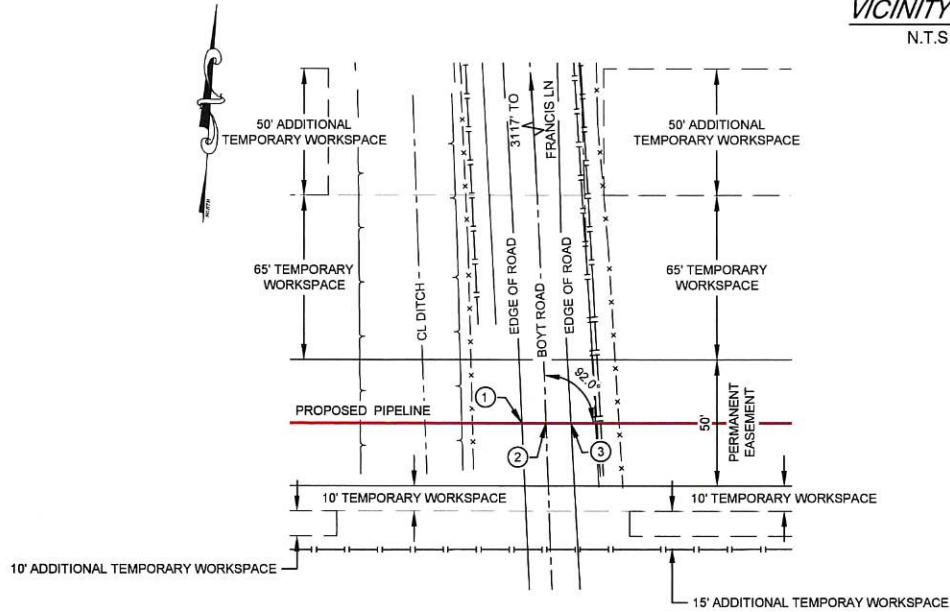
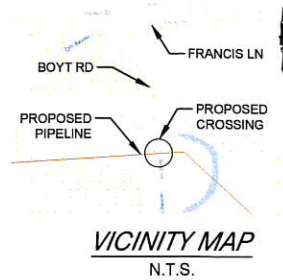
TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1

LEGEND

R/W	RIGHT OF WAY
FM	FARM TO MARKET
MIN.	MINIMUM
CLR.	CLEARANCE
—	EXISTING PIPELINE
—	POWER LINE
—	FENCE
—	PROPERTY LINE
●	POWER POLE

LOCATION COORDINATES

1. X= 4224337.47
Y= 10008809.68
2. X= 4224347.01
Y= 10008810.28
3. X= 4224356.87
Y= 10008810.90



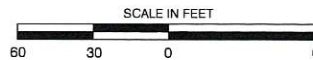
02-JULY-2025

NOTE:

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5. CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.

CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
CODE: 49 CFR PART 192.111/ASME B31.8
CLASS LOCATION: 1
DESIGN FACTOR: 0.60
PIPE: 42" O.D. 0.720" W.T., API 5L X70, PS12
CASING: NOT APPLICABLE
COATING: 14-16 MILS FBE, 30-40 MILS ARO
M.A.O.P.: 1,440 PSIG
PIPELINE CATHODICALLY PROTECTED
METHOD OF INSTALLATION: BORE



NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	06/30/25	ISSUED FOR PERMIT	VLG	JW	GLC		

KINDER MORGAN

TRC
Houston, TX PH: (281) 616-0100
LIC. NO. TX-F-82

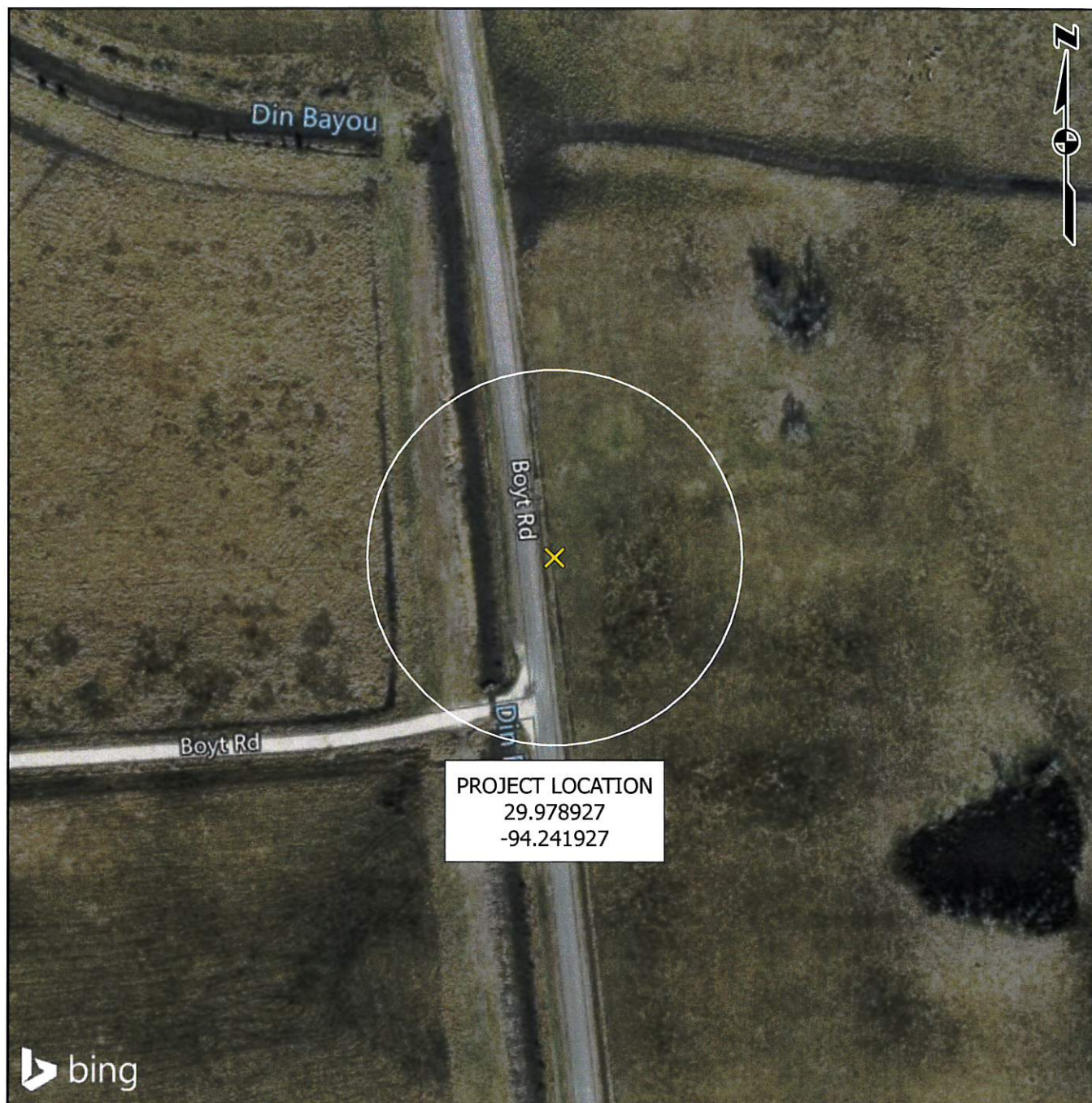
DRAWING ISSUES	CONSTRUCTION	LAST			
	BIDS	LAST			
	APPROVAL	LAST			
	INFORMATION	LAST			
DRAWING APPROVALS	ISSUED FOR:	SIGNATURE	DATE	REV.	
	DRAWN:	VLG	DATE:	05/05/25	
	CHECKED:	JW	DATE:	05/05/25	
	ENGINEER:		DATE:		
	TRC:		DATE:		
	CLIENT:		DATE:		

ROAD CROSSING PERMIT

TRIDENT PIPELINE
BOYT ROAD (PRECINCT 4)
JEFFERSON COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	630450	630450-34JF-006	1 OF 1	A

30-Jun-2025 : 3:59 PM



PROJECT LOCATION
29.978927
-94.241927

LOCATION MAP
Boyt Road E



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE		7/30/2025	
NO.	REVISION		DATE	APPR.
SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS	7/30/2025	TRC	TRC	

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1



LOCATION MAP
Boyt Road



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE		7/30/2025	
NO.	REVISION		DATE	APPR.
SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS	7/30/2025	TRC	TRC	

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

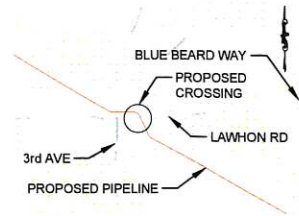
TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1

LEGEND

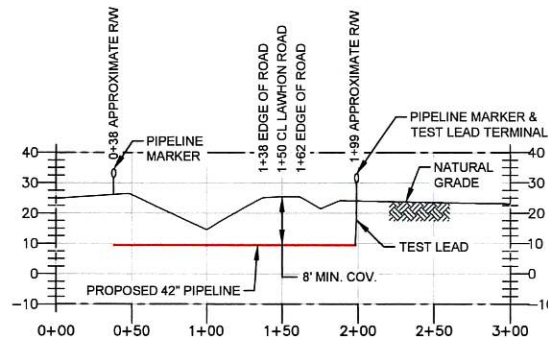
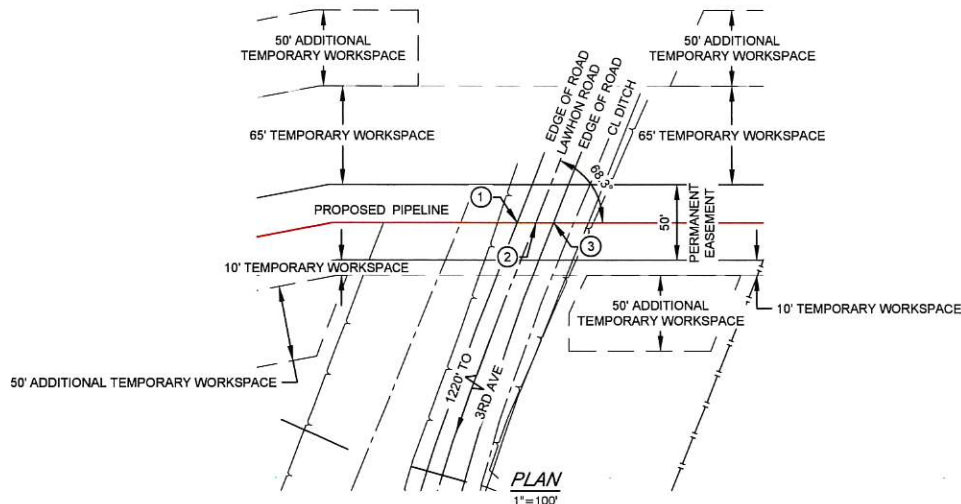
R/W	RIGHT OF WAY
FM	FARM TO MARKET
MIN.	MINIMUM
CLR.	CLEARANCE
---	EXISTING PIPELINE
---	POWER LINE
---	FENCE
---	PROPERTY LINE
●	POWER POLE

(X) LOCATION COORDINATES

1. X= 4206846.54
Y= 10015807.16
2. X= 4206851.87
Y= 10015796.12
3. X= 4206857.01
Y= 10015785.46



VICINITY MAP
N.T.S.



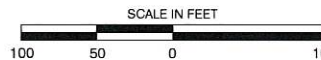
CROSSING LENGTH - 161' (APPROX. R/W TO APPROX. R/W)

PROFILE

1"=100' H
1"=50' V

NOTE:

1. DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
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3. ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE OR CASING.
4. CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
5. CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.



CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
CODE: 49 CFR PART 192.111/ASME B31.8
CLASS LOCATION: 1
DESIGN FACTOR: 0.60
PIPE: 42" O.D., 0.720" W.T., API 5L X70, PS12
CASING: NOT APPLICABLE
COATING: 14-16 MILS FBE, 30-40 MILS ARO
M.A.O.P.: 1,440 PSIG
PIPELINE CATHODICALLY PROTECTED
METHOD OF INSTALLATION: BORE



02-JULY-2025

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	06/30/25	ISSUED FOR PERMIT	VLG	JW	GLC		

KINDER MORGAN

TRC
Houston, TX PH: (281) 616-0100
LIC. No. TX-F-82

DRAWING ISSUES	CONSTRUCTION	LAST			
	BIDS	LAST			
	APPROVAL	LAST			
	INFORMATION	LAST			
DRAWING APPROVALS	ISSUED FOR:	SIGNATURE	DATE	REV.	
	DRAWN:	VLG	DATE:	05/05/25	
	CHECKED:	JW	DATE:	05/05/25	
	ENGINEER:		DATE:		
	TRC:	DATE:			
	CLIENT:	DATE:			
	CLIENT:	DATE:			

ROAD CROSSING PERMIT

TRIDENT PIPELINE
LAWHON ROAD (PRECINCT 4)
JEFFERSON COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	630450	630450-34JF-002	1 OF 1	A



LOCATION MAP
Lawhon Road N

		11767 Katy Fwy STE 230 Houston, TX 77079 (281) 616-0100						
		A	INITIAL ISSUE	7/30/2025		LOCATION MAP TEMPORARY DRIVEWAY PERMIT		
NO.	REVISION	DATE	APPR.					
SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET	
NTS	7/30/2025	TRC	TRC		630450	EXHIBIT 1	1 OF 1	



PROJECT LOCATION
30.000544
-94.295773

LOCATION MAP
Lawhon Road S

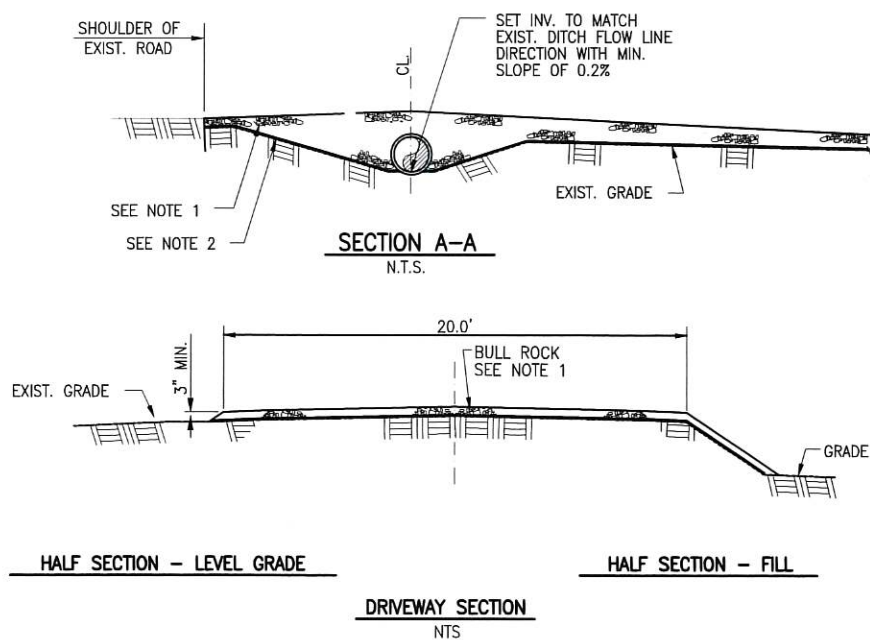
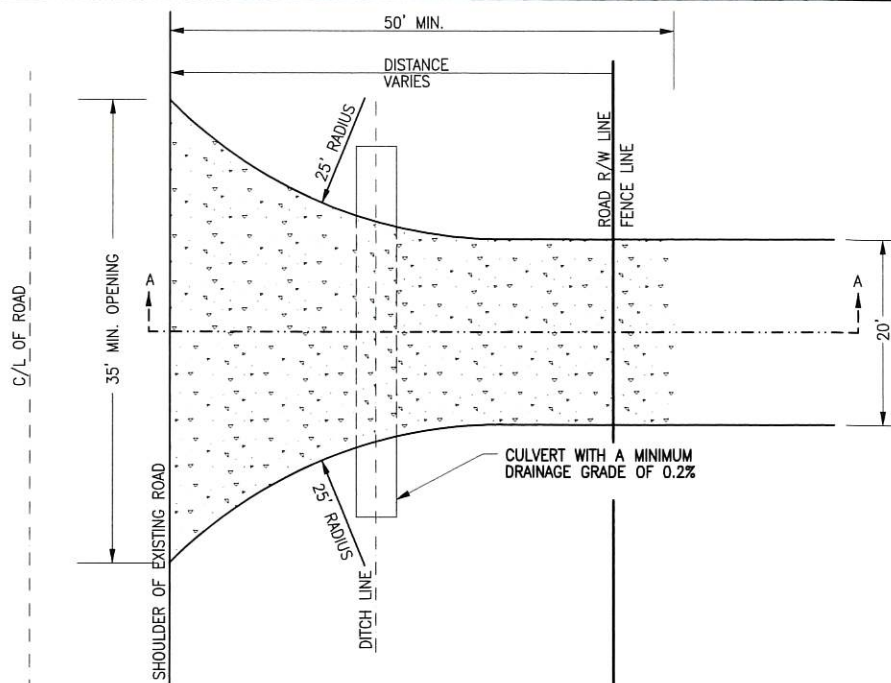


11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE		7/30/2025	
NO.	REVISION		DATE	APPR.
SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS	7/30/2025	TRC	TRC	

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1



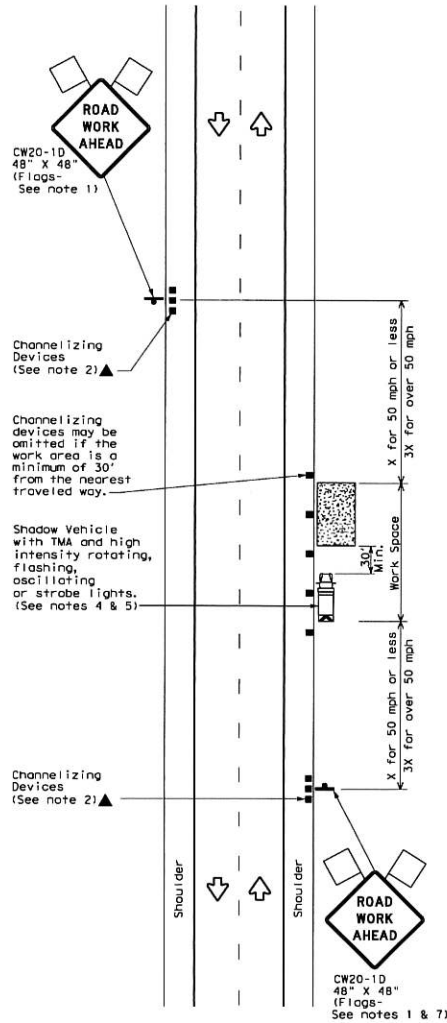
NOTE:

1. 4" TO 8" BULL ROCK.
2. GEOTEXTILE FABRIC.

 TRC <i>Results you can rely on</i>		18350 PARK TEN PLACE, SUITE 101 HOUSTON, TX. 77084 PH: (281) 816-0100 LIC. NO. TX F-82			TYPICAL DETAIL TEMPORARY DRIVEWAY PERMIT BULL ROCK SURFACE			
NO.	REVISION		DATE	APPR.				
SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET	
NTS						EXHIBIT 1	1 OF 1	

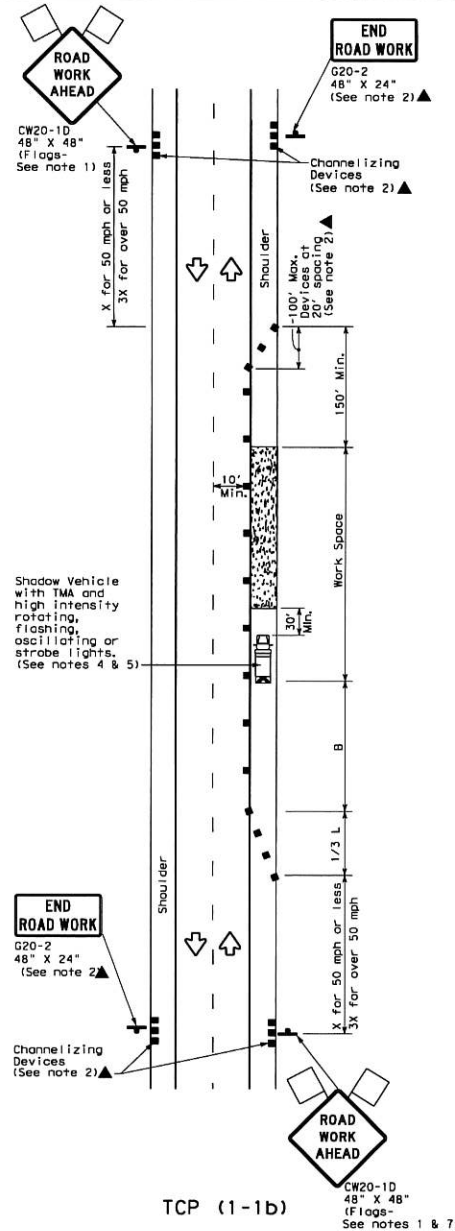
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by the Texas Department of Transportation for any liability resulting from the use of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: FILE:



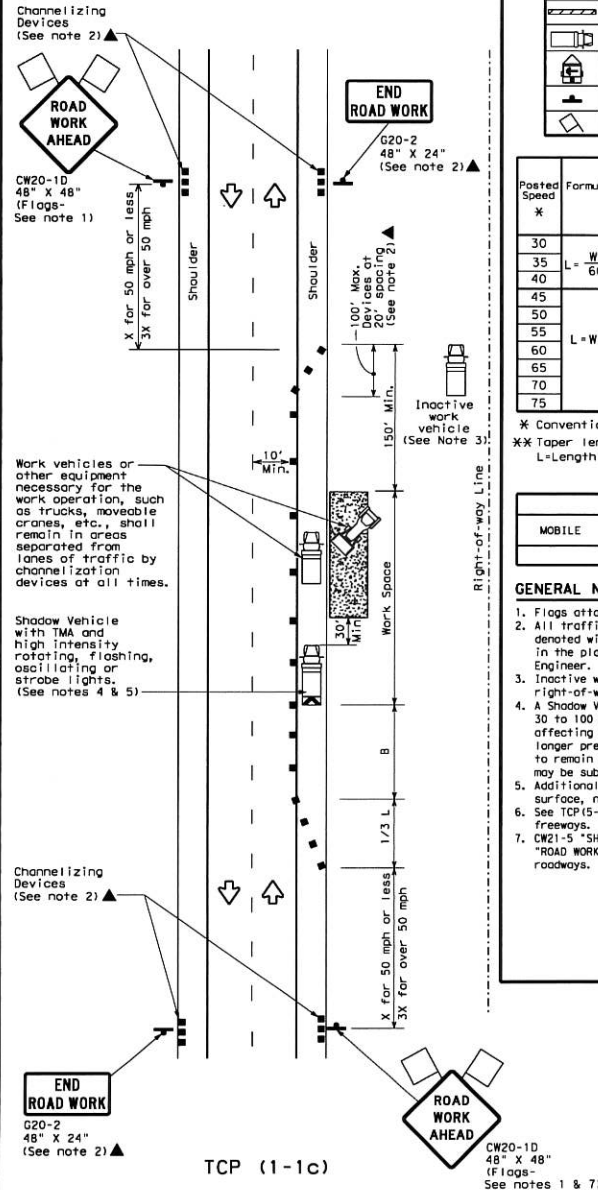
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

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 "S"	Formula	Minimum Desirable Taper Lengths "L"			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "S"	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent	Distance	
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55	$L = WS$	550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

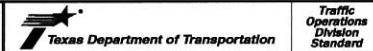
** Taper lengths have been rounded off.

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.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- 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.
- See TCP(15-1) for shoulder work on divided highways, expressways and freeways.
- CW21-5 "SHOULDER WORK" signs may be used in place of CW20-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.



**TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK**

TCP (1-1) - 18

FILE: tcp1-1-18.dgn	DATE: December 1985	CONT: REVISONS	SECT: 2-34	JOB: 4-98	COUNTY: 8-95	SHEET NO.: 1-97



CERTIFICATE OF LIABILITY INSURANCE

140

DATE (MM/DD/YYYY)
02/20/2025

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
McGriff, a Marsh & McLennan Agency LLC Company
2000 International Park Drive
Suite 600
Birmingham, AL 35243

CONTACT NAME: Margo Hamrick
PHONE (A/C, No, Ext): 1-800-476-2211
E-MAIL ADDRESS: mhamrick@mcgriff.com

FAX (A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A :Old Republic Insurance Company

24147

INSURER B :KM Insurance Texas, Inc.**INSURER C :****INSURER D :****INSURER E :****INSURER F :**

INSURED
Kinder Morgan, Inc.
1001 Louisiana Street, Suite 1000
Houston, TX 77002

COVERAGES

CERTIFICATE NUMBER:ZKUW8DV8

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			MWZY 317827 24	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ included \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			MWTB 317826 24	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED \$ RETENTION \$			GLX001-24	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 Excess of \$ 4,000,000 PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ \$ \$ \$ \$

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

CERTIFICATE HOLDER

CANCELLATION

Trident Intrastate Pipeline LLC
1001 Louisiana Street, Suite 1000
Houston, TX 77002

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

Permit Number: 05-P-25Precinct Number: 2Bond Number: CMS0359032**APPLICATION FOR PIPE LINE PERMIT**Date: 10/15/2025

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Ladies or Gentlemen:

Trident Intrastate Pipeline LLC _____, (Company)

does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of location of which is fully described as follow:
Uncased Natural Gas Pipeline of 42" to be constructed in Jefferson County with use temporary access driveways
across multiple county roads as shown on the attached drawings (Golden Triangle Lateral)

Number of drawings attached 4Construction will begin on or after January 2, 20 26

It is understood that all work will comply with requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on November 12, 2025 and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>4</u>	Road crossing @\$100.00	\$ <u>400.00</u>
_____	Miles parallel @\$150.00/mile or fraction	\$ _____
TOTAL		\$ <u>400.00</u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be **\$5,000.00 per crossing** and **\$50,000.00 per mile** or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit is issued for a period of twenty-five (25) years, at which time the permit must be renewed.

Trident Intrastate Pipeline LLC

Company Name

Melissa Cowan, Attorney-in-Fact

Company Representative Name/Title

1001 Louisiana St., Suite 1000, Houston , TX 77002

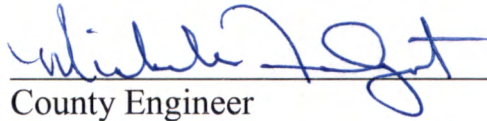
Address

701-334-6530

Phone Number

ENGINEERING ACTION FORM

The minimum standard bond required is \$ 20,000


County Engineer

11/12/2025

Date

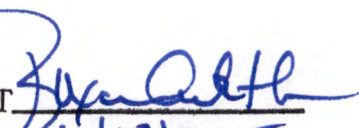
COMMISSIONERS COURT ORDER

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 \$ 20,000.
Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By 
County Judge



ATTEST 
DATE 11/18/2025

PERMIT PERFORMANCE BONDBond No. CMS0359032

KNOW ALL MEN BY THESE PRESENTS, that we, Kinder Morgan Tejas Pipeline, LLC, 1001 Louisiana St., Ste 1000, Houston, TX 77002, as Principal, and RLI Insurance Company, licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Jefferson County Commissioner's Court, 1149 Pearl Street, 5th Floor, Beaumont, TX 77701 (Obligee), in the penal sum of Twenty Thousand and No/100 Dollars (\$20,000.00), lawful money of the United State of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has obtained a permit from the Obligee to work within the public right-of-way as indicated on the permit. 4 Road Crossings for GTL

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the Principal shall repair or install said facilities in the right-of-way as set forth in said permit; and complete, or cause same to be completed within the time specified on the permit for such completion; and construct same according to the plans for the facilities; and restore the right-of-way in accordance to the technical specifications used by the Obligee. If the restoration of the right-of-way endures without the need of repairs for this specified period, then this obligation shall be void; otherwise this obligation shall remain in full force and effect until the permit expires. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

This bond shall become effective the 11th day of August, 2025, and may be terminated by thirty (30)-days written notice of cancellation by the Surety. The liability of the Surety under this bond shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 11th day of August, 2025.

Kinder Morgan Tejas Pipeline, LLC
(Principal)

Witness

Timisha Shepherd

By



Chris Graeter, Vice President

RLI Insurance Company
(Surety)

Witness

Ashley Coleman
Ashley Coleman

By



Stephanie Moore Harold, Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

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 **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Marc W. Boots, Vickie Lacy, Maria D. Zuniga, Richard Covington, Joseph R. Aulbert, Ashley Koletar, Ryan Varela, Stephanie Moore
Harold, Dylan Young, Melanie Salinas, jointly or severally

in the City of Houston, State of Texas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment 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.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is 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** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 17th day of October, 2024.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Eric Raudins Sr. Vice President

State of Illinois

County of Peoria

} SS

On this 17th day of October, 2024, 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/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott Notary Public



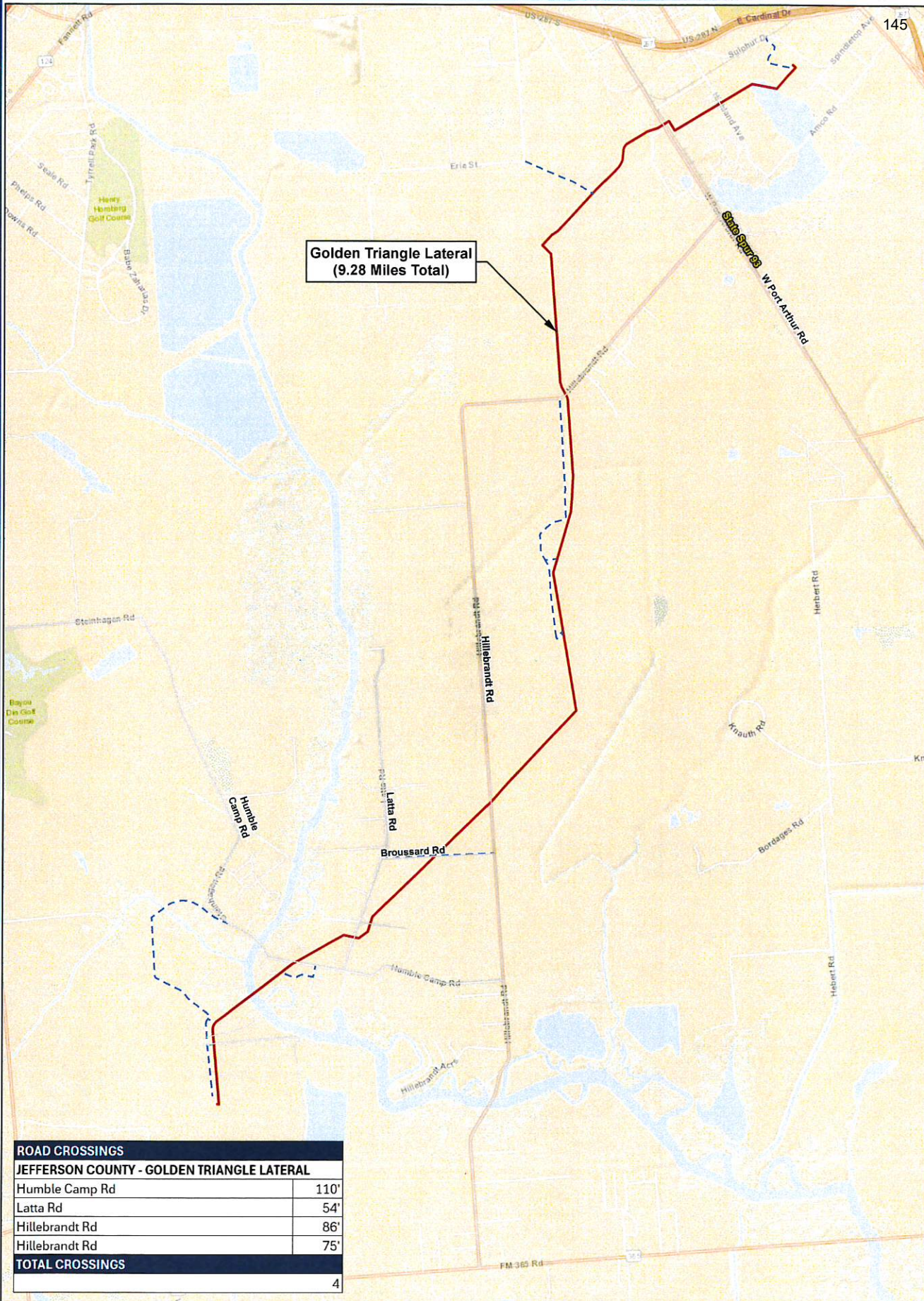
JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

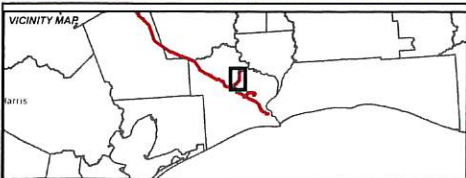
I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 11th day of August, 2025.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Dick Corporate Secretary



ROAD CROSSINGS	
JEFFERSON COUNTY - GOLDEN TRIANGLE LATERAL	
Humble Camp Rd	110'
Latta Rd	54'
Hillebrandt Rd	86'
Hillebrandt Rd	75'
TOTAL CROSSINGS	4



- LEGEND**
- Access Roads
 - Golden Triangle Lateral
 - County Boundary



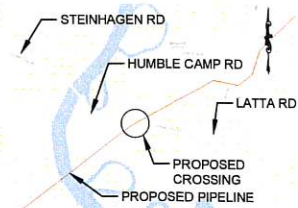
KINDER MORGAN

LEGEND

R/W	RIGHT OF WAY
FM	FARM TO MARKET
MIN.	MINIMUM
CLR.	CLEARANCE
---	EXISTING PIPELINE
---	POWER LINE
---	FENCE
---	PROPERTY LINE
●	POWER POLE

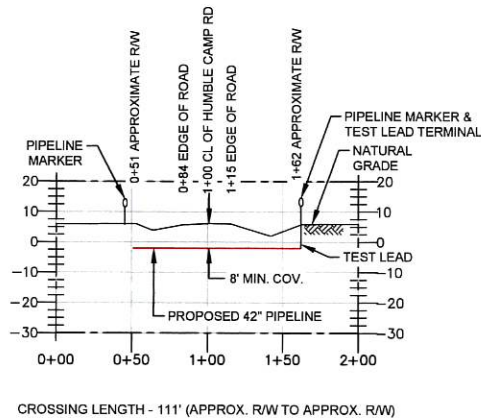
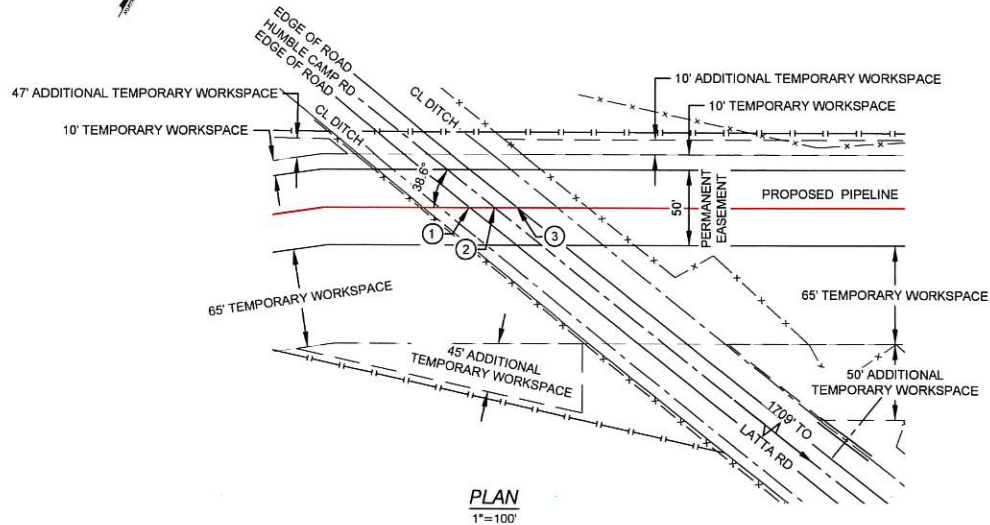
(X) LOCATION COORDINATES

1. X= 4260130.98
Y= 9997914.04
2. X= 4260145.41
Y= 9997922.09
3. X= 4260158.52
Y= 9997929.40



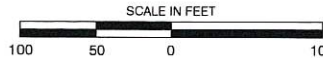
VICINITY MAP

N.T.S.



CROSSING LENGTH - 111' (APPROX. R/W TO APPROX. R/W)

PROFILE

1"=100' H
1"=50' V

NOTE:

1. DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-245-4545 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE OR CASING.
4. CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
5. CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.

CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
CODE: 49 CFR PART 192.111/ASME B31.8
CLASS LOCATION: 1
DESIGN FACTOR: 0.60
PIPE: 42" O.D. 0.720" W.T. API 5L X70, PSL2
CASING: NOT APPLICABLE
COATING: 14-16 MILS FBE, 30-40 MILS ARO
M.A.O.P.: 1,440 PSIG
PIPELINE CATHODICALLY PROTECTED
METHOD OF INSTALLATION: BORE



02-JULY-2025

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	06/30/25	ISSUED FOR PERMIT	VLG	JW	GLC		

KINDER MORGAN



DRAWING ISSUES	CONSTRUCTION	LAST ORIG.				
	BIDS	LAST ORIG.				
	APPROVAL	LAST ORIG.				
	INFORMATION	LAST ORIG.				
DRAWING APPROVALS	ISSUED FOR:	SIGNATURE	DATE	REV.		
	DRAWN:	VLG	DATE: 05/14/25			
	CHECKED:	JW	DATE: 05/14/25			
	ENGINEER:		DATE:			
	TRC:		DATE:			
	CLIENT:		DATE:			

ROAD CROSSING PERMIT

TRIDENT PIPELINE
HUMBLE CAMP RD (PRECINCT 2)
JEFFERSON COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	630450	630450-GTL-JF-001	1 OF 1	A

30-Jun-2025 3:58 PM



**LOCATION MAP Humble
Camp Road N**

 11767 Katy Fwy STE 230 Houston, TX 77079 (281) 616-0100					LOCATION MAP TEMPORARY DRIVEWAY PERMIT					
A	INITIAL ISSUE			6/12/2025						
NO.	REVISION			DATE	APPR.					
SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET			
NTS	6/12/2025	TRC	TRC		630450	EXHIBIT 1	1 OF 1			



LOCATION MAP Humble
Camp Road S



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE			6/12/2025	
NO.	REVISION			DATE	APPROVER
SCALE	DATE	DRAWN	CHECKED	APPROVED	
NTS	6/12/2025	TRC	TRC		

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

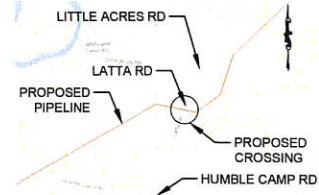
TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1

LEGEND

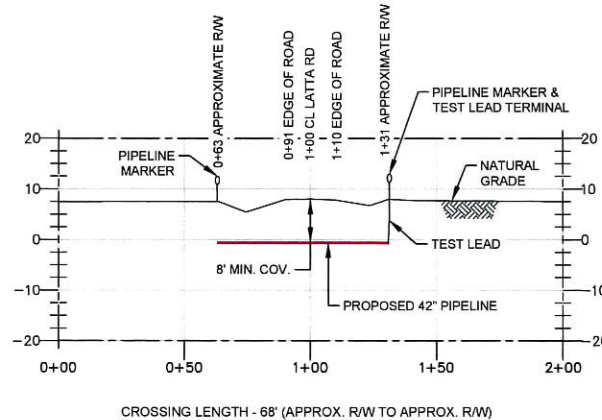
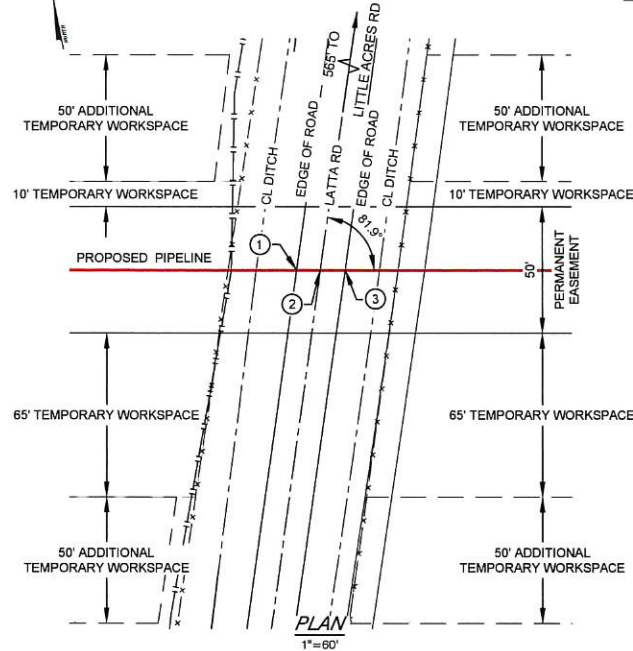
R/W	RIGHT OF WAY
FM	FARM TO MARKET
MIN.	MINIMUM
CLR.	CLEARANCE
—	EXISTING PIPELINE
—	POWER LINE
— x —	FENCE
—	PROPERTY LINE
●	POWER POLE

(X) LOCATION COORDINATES

1. X= 4262225.06
Y= 9998805.06
2. X= 4262234.30
Y= 9998803.38
3. X= 4262243.85
Y= 9998801.32

**VICINITY MAP**

N.T.S.



CROSSING LENGTH - 68' (APPROX. R/W TO APPROX. R/W)

PROFILE

1"=60' H
1"=30' V

**NOTE:**

1. DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-245-4545 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE OR CASING.
4. CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
5. CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.

CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
CODE: 49 CFR PART 192.111/ASME B31.8
CLASS LOCATION: 1
DESIGN FACTOR: 0.60
PIPE: 42" O.D. 0.720" W.T., API 5L X70, PSL2
CASING: NOT APPLICABLE
COATING: 14-16 MILS FBE, 30-40 MILS ARO
M.A.O.P.: 1,440 PSIG
PIPELINE CATHODICALLY PROTECTED
METHOD OF INSTALLATION: BORE



02-JULY-2025

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	07/01/25	ISSUED FOR PERMIT	VLG	JW	GLC		

KINDER MORGAN

TRC
Houston, TX PH: (281) 616-0100
LIC. No. TX-F-82

DRAWING ISSUES	CONSTRUCTION	LAST	ORIG.
BIDS	LAST	ORIG.	
APPROVAL	LAST	ORIG.	
INFORMATION	LAST	ORIG.	
ISSUED FOR:	SIGNATURE	DATE	REV.
DRAWN:	VLG	DATE:	05/15/25
CHECKED:	JW	DATE:	05/15/25
ENGINEER:		DATE:	
TRC:		DATE:	
CLIENT:		DATE:	
CLIENT:		DATE:	

ROAD CROSSING PERMIT

TRIDENT PIPELINE
LATTA ROAD (PRECINCT 2)
JEFFERSON COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	630450	630450-GTL-JF-002	1 OF 1	A

01-Jul-2025 : 11:02 AM



LOCATION MAP
Latta Road E



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE	6/12/2025		
NO.	REVISION	DATE	APPR.	
SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS	6/12/2025	TRC	TRC	

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1



LOCATION MAP
Latta Road W

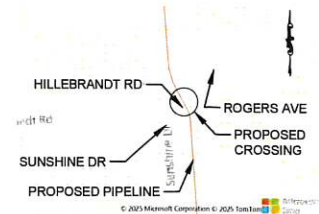
				11767 Katy Fwy STE 230 Houston, TX 77079 (281) 616-0100			
A	INITIAL ISSUE			6/12/2025	LOCATION MAP TEMPORARY DRIVEWAY PERMIT		
NO.	REVISION			DATE	APPR.		
SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET
NTS	6/12/2025	TRC	TRC		630450	EXHIBIT 1	1 OF 1

LEGEND

R/W	RIGHT OF WAY
FM	FARM TO MARKET
MIN.	MINIMUM
CLR.	CLEARANCE
—H—H—	EXISTING PIPELINE
—P—P—	POWER LINE
—X—X—	FENCE
—	PROPERTY LINE
●	POWER POLE

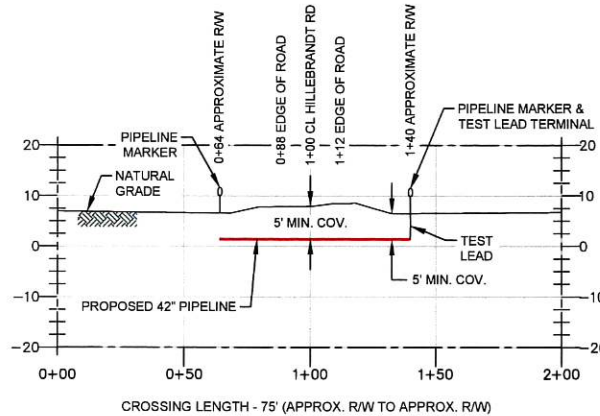
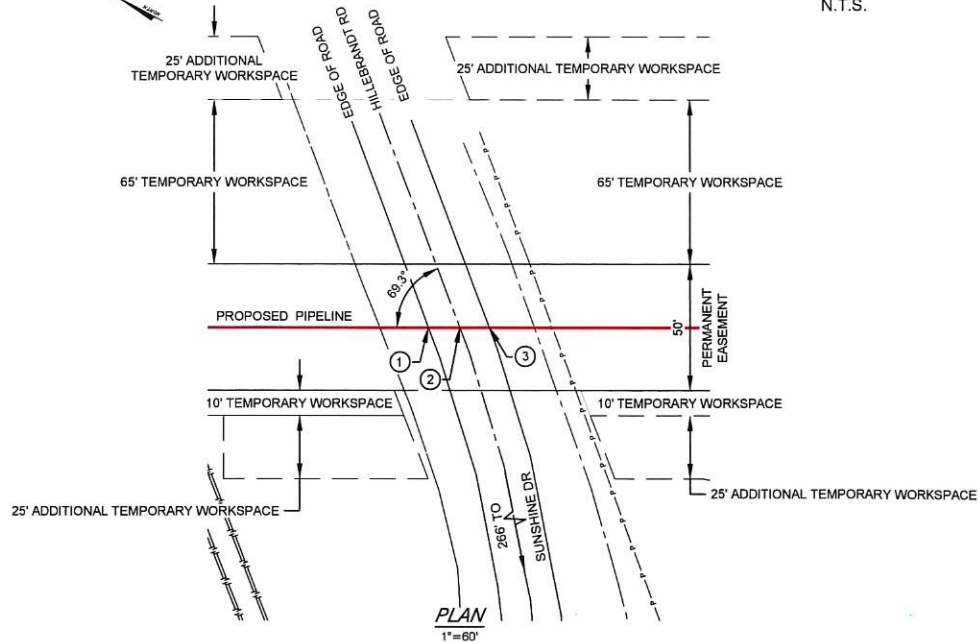
LOCATION COORDINATES

1. X= 4269683.23
Y= 10017996.26
2. X= 4269689.12
Y= 10017985.22
3. X= 4269694.67
Y= 10017974.84



VICINITY MAP

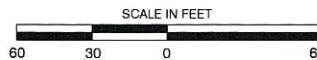
N.T.S.



CROSSING LENGTH - 75' (APPROX. R/W TO APPROX. R/W)

PROFILE

1"=60' H
1"=30' V



NOTE:

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CROSSING PIPE SPECIFICATIONS

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DESIGN FACTOR: 0.60
PIPE: 42" O.D. 0.720" W.T., API 5L X70, PSL2
CASING: NOT APPLICABLE
COATING: 14-16 MILS FBE, 30-40 MILS ARO
M.A.O.P.: 1,440 PSIG
PIPELINE CATHODICALLY PROTECTED
METHOD OF INSTALLATION: BORE



02-JULY-2025

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	07/01/25	ISSUED FOR PERMIT	VLG	JW	GLC		

KINDER MORGAN



DRAWING ISSUES	CONSTRUCTION	LAST			
	BIDS	LAST			
	APPROVAL	LAST			
	INFORMATION	LAST			
DRAWING APPROVALS	ISSUED FOR:	SIGNATURE	DATE	REV.	
	DRAWN:	VLG	DATE: 05/14/25		
	CHECKED:	JW	DATE: 05/14/25		
	ENGINEER:		DATE:		
	TRC:	DATE:			
	CLIENT:	DATE:			
	CLIENT:	DATE:			

ROAD CROSSING PERMIT

TRIDENT PIPELINE
HILLEBRANDT RD (PRECINCT 2)
JEFFERSON COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	630450	630450-GTL-JF-004	1 OF 1	A



PROJECT LOCATION
29.957801
-94.108189

LOCATION MAP
Hillebrandt Road NE

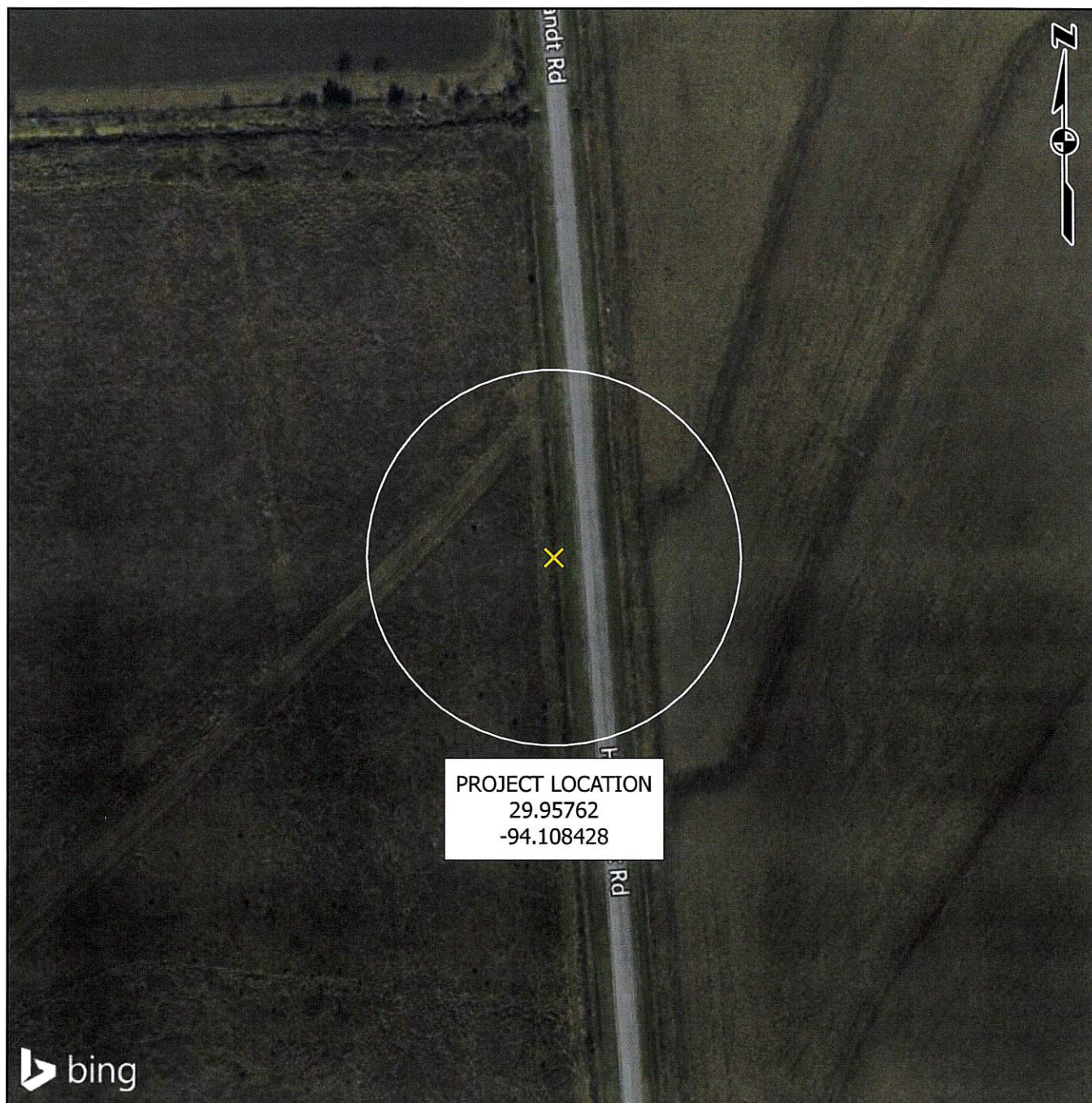


11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE		7/30/2025	
NO.	REVISION		DATE	APPR.
SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS	7/30/2025	TRC	TRC	

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1



LOCATION MAP
Hillebrandt Road SW



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE		7/30/2025	
NO.	REVISION		DATE	APPR.
SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS	7/30/2025	TRC	TRC	

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

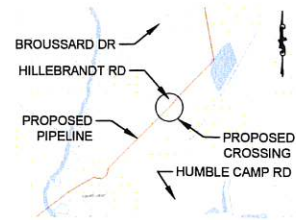
TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1

LEGEND

R/W RIGHT OF WAY
 FM FARM TO MARKET
 MIN. MINIMUM
 CLR. CLEARANCE
 ———— EXISTING PIPELINE
 ———— POWER LINE
 — x — FENCE
 ———— PROPERTY LINE
 ● POWER POLE

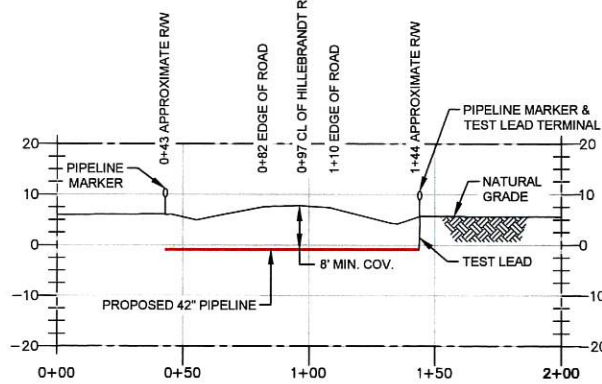
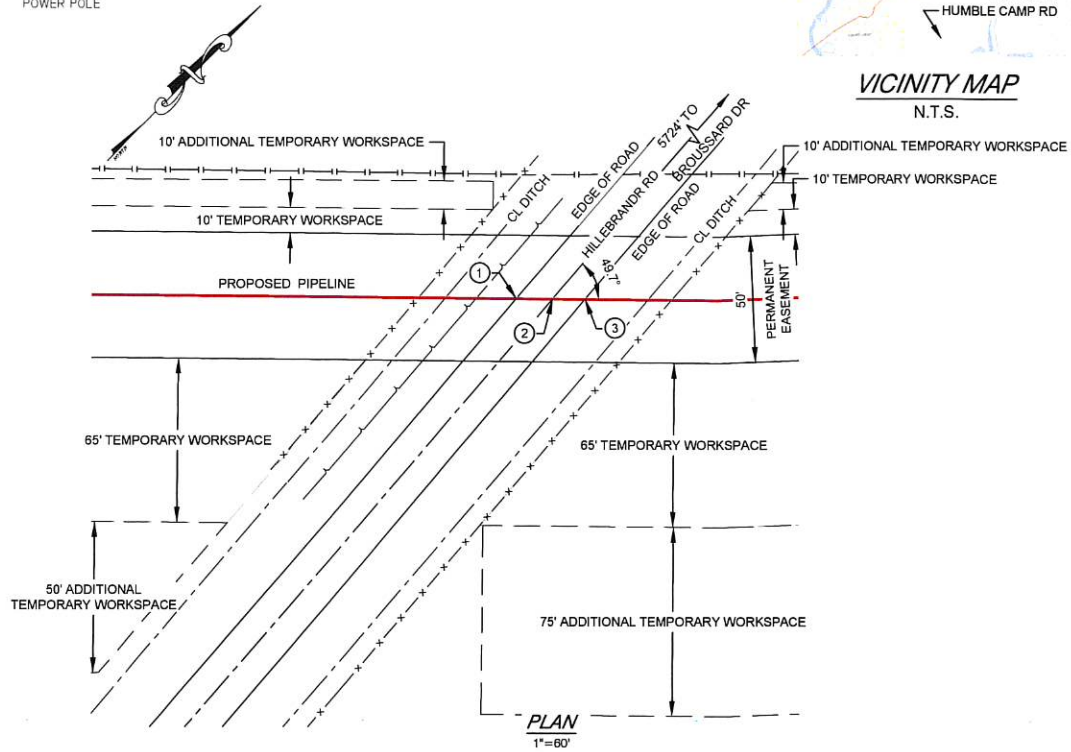
LOCATION COORDINATES

1. X= 4267031.90
 Y= 10003570.88
 2. X= 4267042.24
 Y= 10003580.95
 3. X= 4267051.53
 Y= 10003590.00



VICINITY MAP

N.T.S.



CROSSING LENGTH - 101' (APPROX. R/W TO APPROX. R/W)

PROFILE

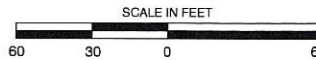
1"=60' H
 1"=30' V

CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
 CODE: 49 CFR PART 192.111/ASME B31.8
 CLASS LOCATION: 1
 DESIGN FACTOR: 0.60
 PIPE: 42" O.D. 0.720" w.t., API 5L X70, PSL2
 COATING: NOT APPLICABLE
 M.A.O.P.: 1,440 PSIG
 PIPELINE CATHODICALLY PROTECTED
 METHOD OF INSTALLATION: BORE

NOTE:

- DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
- EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-245-4545 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
- ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE OR CASING.
- CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
- CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.



02-JULY-2025

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	06/30/25	ISSUED FOR PERMIT	VLG	JW	GLC		

KINDER MORGAN

TRC
 Houston, TX PH: (281) 616-0100
 LIC. No. TX-F-82

DRAWING ISSUES	CONSTRUCTION	LAST ORG.	DATE	REV.
BIDS	LAST ORG.			
APPROVAL	LAST ORG.			
INFORMATION	LAST ORG.			
ISSUED FOR:	SIGNATURE	DATE	REV.	
DRAWN:	VLG	DATE: 05/14/25		
CHECKED:	JW	DATE: 05/14/25		
ENGINEER:		DATE:		
TRC:		DATE:		
CLIENT:		DATE:		
CLIENT:		DATE:		

ROAD CROSSING PERMIT

TRIDENT PIPELINE
 HILLEBRANDT ROAD (PRECINCT 2)
 JEFFERSON COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	630450	630450-GTL-JF-003	1 OF 1	A

30-Jun-2025 : 3:57 PM



PROJECT LOCATION
29.997263
-94.097332

LOCATION MAP
Hillebrandt Road N



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE		7/30/2025	
NO.	REVISION		DATE	APPR.
SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS	7/30/2025	TRC	TRC	

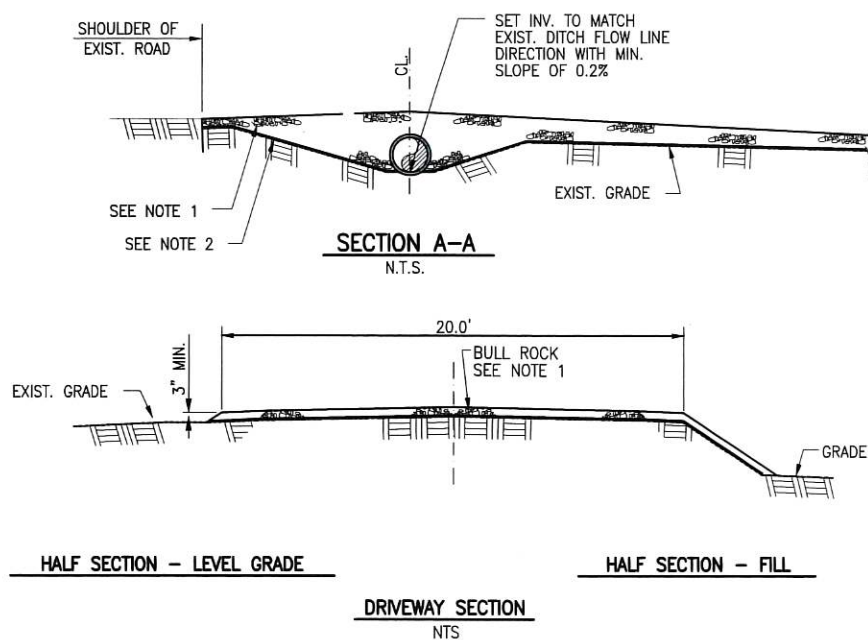
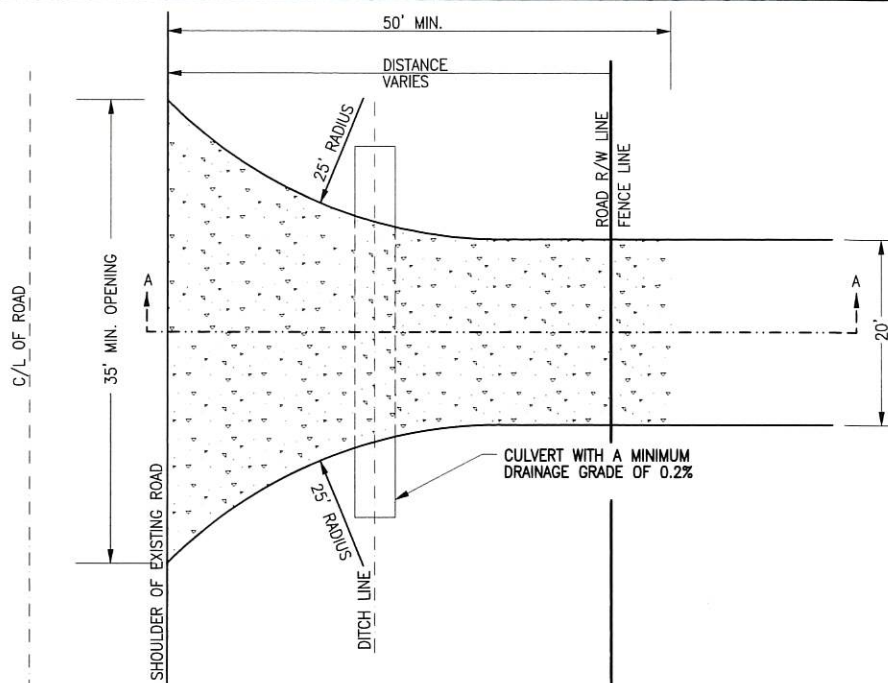
LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1



LOCATION MAP
Hillebrandt Road S

					11767 Katy Fwy STE 230 Houston, TX 77079 (281) 616-0100		LOCATION MAP TEMPORARY DRIVEWAY PERMIT			
A	INITIAL ISSUE			7/30/2025						
NO.		REVISION			DATE		APPR.			
SCALE		DATE		DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET	
NTS		7/30/2025		TRC	TRC		630450	EXHIBIT 1	1 OF 1	



NOTE:
1. 4" TO 8" BULL ROCK.
2. GEOTEXTILE FABRIC.

		16350 PARK TEN PLACE, SUITE 101 HOUSTON, TX. 77084 PH: (281) 818-0100 LIC. No. TX F-82		TYPICAL DETAIL TEMPORARY DRIVEWAY PERMIT BULL ROCK SURFACE																																																
<table border="1"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>																																										<table border="1"> <tr> <td>NO.</td> <td>REVISION</td> <td>DATE</td> <td>APPR.</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>			NO.	REVISION	DATE	APPR.				
NO.	REVISION	DATE	APPR.																																																	
SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET																																													
NTS						EXHIBIT 1	1 OF 1																																													



CERTIFICATE OF LIABILITY INSURANCE

159

DATE (MM/DD/YYYY)

02/20/2025

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 McGriff, a Marsh & McLennan Agency LLC Company 2000 International Park Drive Suite 600 Birmingham, AL 35243	CONTACT NAME: Margo Hamrick PHONE (A/C, No, Ext): 1-800-476-2211 E-MAIL ADDRESS: mhamrick@mcgriff.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :Old Republic Insurance Company		24147
INSURER B :KM Insurance Texas, Inc.		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED Kinder Morgan, Inc. 1001 Louisiana Street, Suite 1000 Houston, TX 77002	
---	--

COVERAGES **CERTIFICATE NUMBER:**ZKUW8DV8 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	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 ☐ PRO-JECT ☐ LOC OTHER:		MWZY 317827 24	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ included \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		MWTB 317826 24	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☒ CLAIMS-MADE DED RETENTION \$		GLX001-24	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 Excess of \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ \$ \$ \$ \$

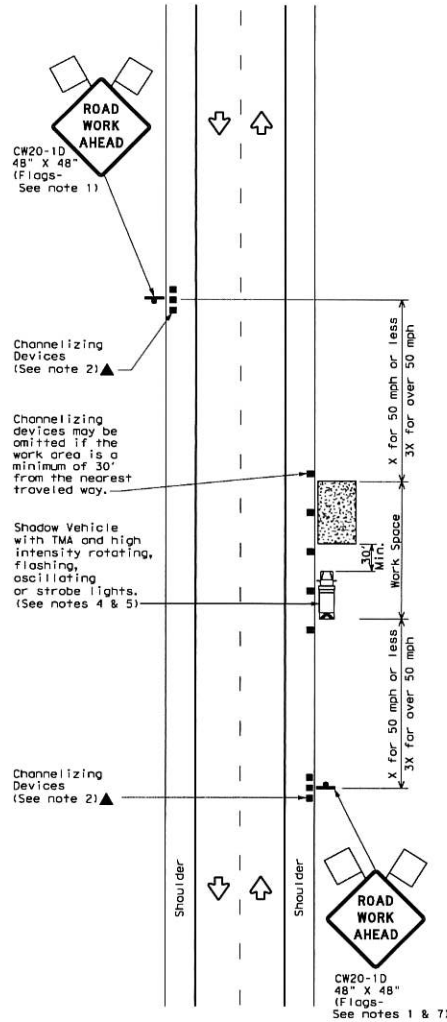
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Trident Intrastate Pipeline LLC 1001 Louisiana Street, Suite 1000 Houston, TX 77002	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
---	--

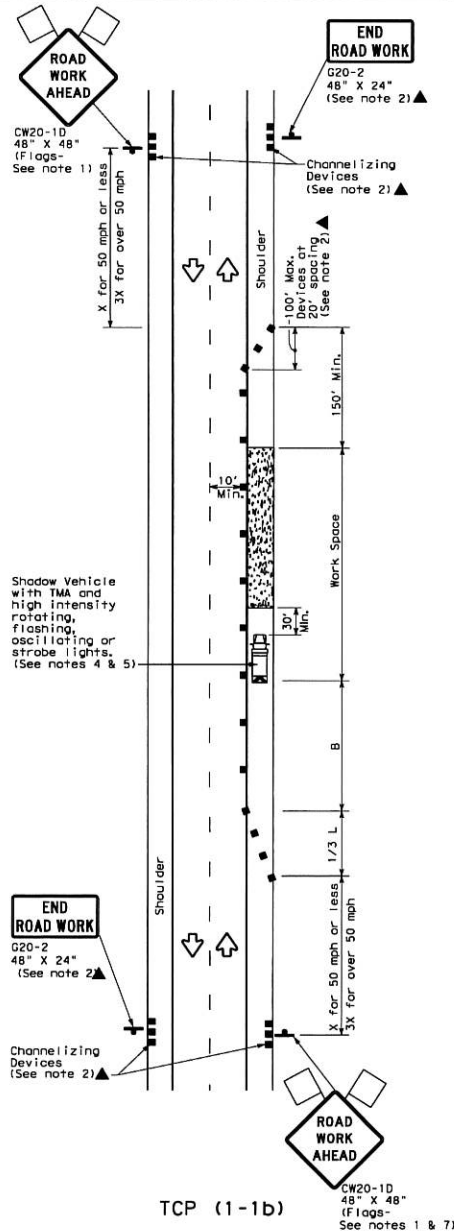
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by the Texas Department of Transportation for any liability resulting from its use.

DATE: FILE:



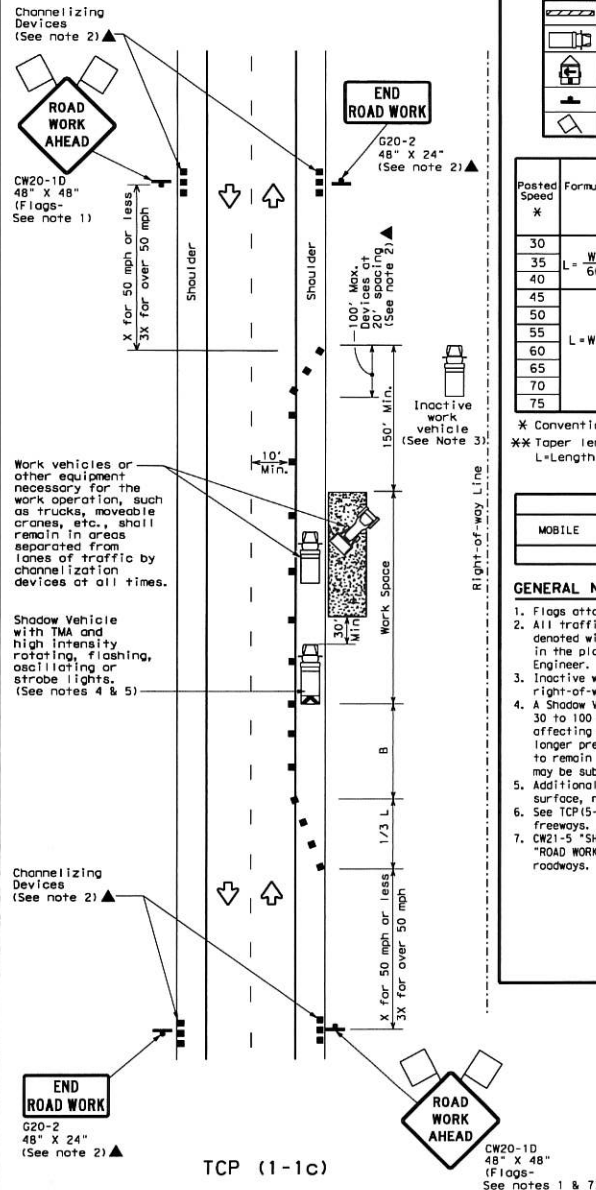
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

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"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55	$L = WS$	550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* 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.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- 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.
- See TCP(1-1) for shoulder work on divided highways, expressways and freeways.
- CW21-5 "SHOULDER WORK" signs may be used in place of CW20-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.



**TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK**

TCP (1-1) - 18

FILE: tcp1-1-18.dgn	DW:	CK1:	DW:	CK1:
© TxDOT December 1985	CONT:	SECT:	JOB:	DAY:
2-94 4-98 REVISIONS	DIST:	COUNTY:	SHEET NO.	
8-95 2-12				
1-97 2-18				

151

10/30/2025

Application Date

N/A

State Permit Number
(If Applicable)

12-OW-25

Permit Number

1, 2 & 4

Precinct Number

JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Business Name: Troy Construction, LLC Phone Number: 281-437-8214Business Address: 8521 McHard Road Houston, Texas 77053Local Representative: Jason HustDescription of Work/Type/Location: Pipeline Construction (Trident Intrastate Pipeline)Description of Route: See Exhibit "A"
(List Attached)Bond Number: CMS0359039 Bond Amount: \$5,884,000.00

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.

Troy Construction, LLC

Business Name

8521 McHard RoadMailing Address
Houston, Texas 77053Jason Hust, Project Manager

Representative Name and Title

07/28/2025

Representative Signature and Date

Jefferson County

County Engineer

Pct# 1

Precinct Superintendent

Engineering Specialist

Pct#2

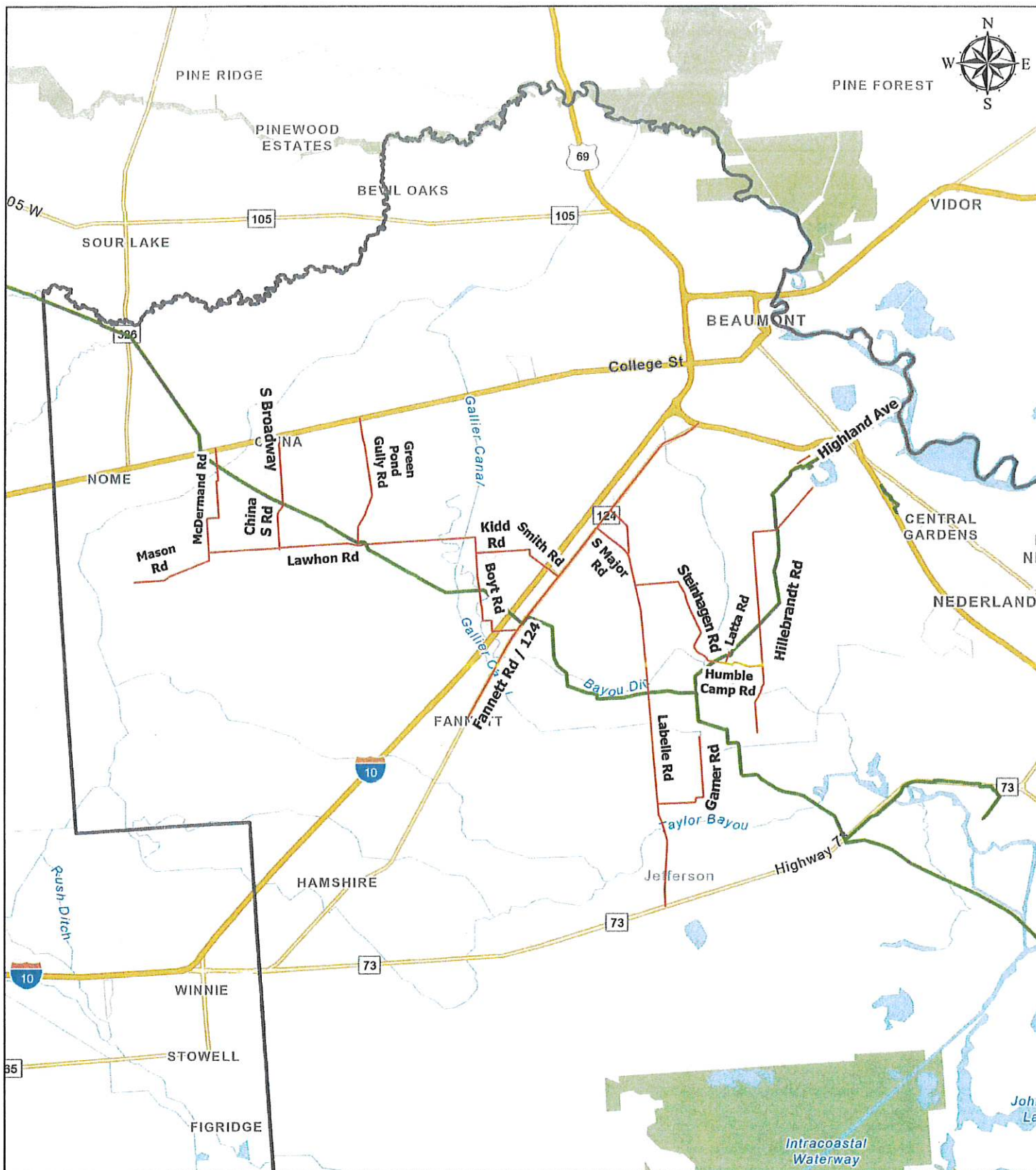
Pct#4

TRIDENT INTRASTATE PIPELINE LLC

Exhibit "A"

Jefferson County Haul Routes

Haul Roads		
Precinct	Road Name	Mileage
1	China S Rd	2.67
1	Green Pond Gully Rd	3.77
1	Mason RD	2.29
1	McDermand Rd	3.6
2 & 4	Hillebrandt Rd	8.11
2	Garner RD	3.14
2	Humble Camp Rd	1.12
2	Latta Rd	0.34
4	Boyt Rd	4.31
4	Kidd Rd	1.55
4	Labelle Rd	11.7
4	Lawhon Rd	7.1
4	Smith Rd	1.19
4	S Major Rd	1.55
4	Steinhagen Rd	4.4
4	Highland Ave	0.4
Total Mileage		57.24



LEGEND

- HAUL ROUTES
- PROPOSED TRIDENT INTRASTATE PIPELINE
- COUNTY BOUNDARY

KINDER MORGAN



MAP DATE: 9/11/2025

SCALE: 1:230,905

PROJECT NO.: 630450

JEFFERSON COUNTY, TX

0 9,500 19,000 38,000 Feet

KINDER MORGAN

JEFFERSON COUNTY HAUL ROUTES



STATE OF TEXAS
COUNTY OF JEFFERSON

COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

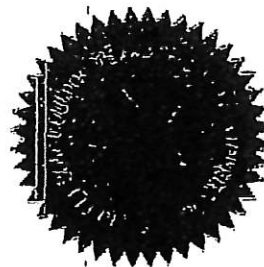
**AN ORDER REGARDING ROAD USE IN
JEFFERSON COUNTY**

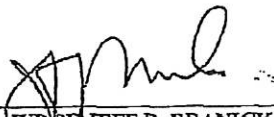
1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that 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 Trident Intrastate Pipeline LLC

WHEREAS, Trident Intrastate Pipeline LLC (hereinafter "Company") intends to conduct Construct a Natural Gas Pipeline _____ [describe operation], (hereinafter the "Project") at a site located on _____ Exhibit "A" _____) county road name) located in Precinct No. Exhibit "A", 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 See Exhibit "A" _____;
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

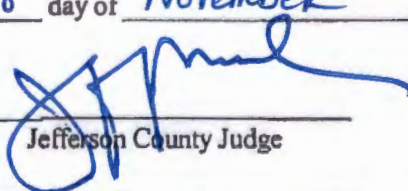
WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road See Exhibit "A" _____ 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 31, 2025 to a termination date of October 31, 2027. 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 I 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: See Exhibit "A" _____] and County [2nd road name: _____] for additional support.

4. Company shall provide a surety bond in the sum of [\$ 5,884,000.00 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. ____ of Jefferson County, Texas before transporting any equipment on County [road name: See Exhibit "A" 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.

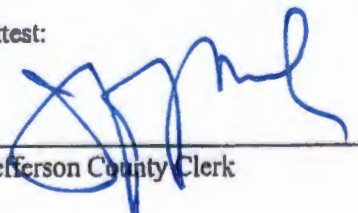
Agreed and executed this 18th day of November, 2025



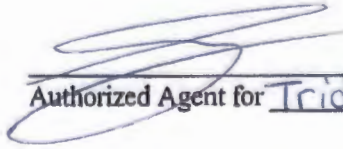
Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 18th day of November, 2025

Attest:

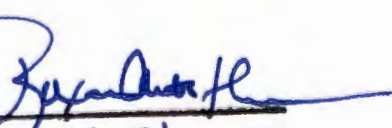


Jefferson County Clerk


Authorized Agent for

Trident Intrastate Pipeline, LLC



ATTEST 

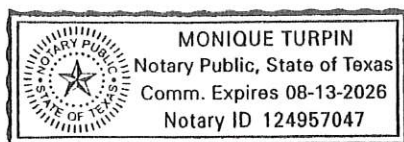
DATE 11/18/2025

THE STATE OF TEXAS,
COUNTY OF JEFFERSON

§
§
§

I, Monique Turpin a notary public, do hereby certify that on this 16 day of October, 2025, personally appeared before me Sital Mody, being by me first duly sworn, declared that he is the President of Trident Intrastate Pipeline and that he has been duly authorized to execute the foregoing document on behalf of the Company. LLC

SWORN TO AND SUBSCRIBED before me on this 16 day of October, 2025



Monique Turpin

Notary Public, State of Texas

Notary's Typed/Printed Name monique Turpin

My commission expires 8/13/2026

Exhibit 1

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 \$ _____ per hour x _____ hours = \$ _____

Equipment Operator \$ _____ per hour x _____ hours = \$ _____

Other \$ _____ per hour x _____ hours = \$ _____

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).

Truck \$ _____ per hour x _____ hours = \$ _____

Grader \$ _____ per hour x _____ hours = \$ _____

Other \$ _____ per hour x _____ hours = \$ _____

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ _____ Per Ton + \$ _____ per hour x _____ hours = \$ _____

Asphalt \$ _____ Per Ton + \$ _____ per hour x _____ hours = \$ _____

Other at \$ _____ Per Ton + \$ _____ per hour x _____ hours = \$ _____

Total for [1st road name] \$ _____

See Exhibit "A" Road List

See attached rate sheets

RLI Insurance Company
Annually Renewable Performance Bond
BOND # CMS0359039

KNOW ALL MEN BY THESE PRESENTS: That Trident Intrastate Pipeline LLC (hereinafter called the Principal), and RLI Insurance Company (hereinafter called the Surety), are held and firmly bound unto Jefferson County (hereinafter called the Obligee), in the full and just sum of Five Million Eight Hundred Eighty-Four Thousand and 00/100 Dollars (\$ 5,884,000.00), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the day of , 20 entered into a Contract with the Obligee for construction of natural gas pipeline for a period of years which contract is hereby referred to and made a part hereof.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for a period of one year.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation in said Contract at the time and in the manner specified during the term of this bond, and shall reimburse said Obligee for any loss which said Obligee may sustain by reason of failure or default on the part of said Principal, than this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is subject to the following conditions:

1. This bond is for the term beginning October 31, 2025 and ending October 31, 2027. The bond may be extended for additional terms at the option of the surety, by continuation certificate executed by the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.
2. This obligation may be canceled by the Surety by giving fifteen (15) days notice in writing of its intention to do so to the Obligee, and the Surety shall be relieved of any further liability under this Bond fifteen (15) days after receipt of said notice by the Obligee, except for defaults occurring prior thereto. Neither cancellation by the Surety nor the failure of the Principal to file a replacement bond (or other instrument) shall constitute a loss and/or event of default claimable under this Bond.
3. In the event of default, the Surety will have the right and opportunity, at its sole discretion, to: a) cure the default; b) assume the remainder of the Contract and to perform or sublet same; c) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.
4. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.
5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrator or successors of Obligee.
6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
7. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying document, then the terms of this bond shall prevail.

8. This bond shall not bind the Surety unless the bond is accepted by the Obligee. The acknowledgement and acceptance of this bond is demonstrated by signing where indicated below. If this obligation is not accepted by way of signature of the Obligee below, this bond shall be deemed null and void.

Signed and sealed this 14th day of October, 2025.

PRINCIPAL:

Trident Intrastate Pipeline LLC (seal)

M. B.

(Name & Title)

Mindy Thornock
Assistant Treasurer

SURETY:

RLL Insurance Company (seal)

Vickie Lacy

Attorney-in-Fact

THE ABOVE TERMS AND CONDITIONS OF THIS BOND HAVE BEEN REVIEWED AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF THE (OBLIGEE).

ACKNOWLEDGED AND ACCEPTED BY OBLIGEE:

BY:

PRINTED NAME/TITLE: _____

DATE: _____

POWER OF ATTORNEY

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RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

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 **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Marc W. Boots, Vickie Lacy, Maria D. Zuniga, Richard Covington, Joseph R. Aulbert, Ashley Koletar, Ryan Varela, Stephanie Moore
Harold, Dylan Young, Melanie Salinas, jointly or severally

in the City of Houston, State of Texas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment 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.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is 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** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 19th day of September, 2025.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Eric Raudins
Eric Raudins Sr. Vice President

State of Ohio

County of Cuyahoga

} SS

On this 19th 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/or **Contractors Bonding and 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

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and 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** and/or **Contractors Bonding and Insurance Company** this 14th day of October, 2025.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Christina Dean
Christina Dean Corporate Secretary

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
 Renewal 3: 07/30/2025 – 07/29/2026

Updated: May 27, 2025

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 77651
	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 PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

CURRENT PRICING

IFB 24-054/CG

Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County

Awarded: February 25, 2025

Updated: February 25, 2025

	Texas Materials, a CRH Company		Vulcan Construction Materials		Modern Concrete & Materials	
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	Price per ton, tandem dump	Price per ton, trailer
1. 1 - 10 miles	\$57.00	\$57.00				
2. 11 - 20 miles	\$59.00	\$59.00				
3. 21 - 30 miles	\$60.00	\$60.00				
4. 31 + miles	\$61.00	\$61.00				

B. Hopper Pick Up	Texas Materials, a CRH Company		Vulcan Construction Materials		Modern Concrete & Materials	
Location	Address	Price per ton	Address	Price per ton	Address	Price per ton
1. Beaumont	860 Pine Street	\$51.50				
2. Port Arthur			2170 S Gulfway	\$55.00		
3. Other: Bridge City					3116 Texas Ave	\$62.50
Hours of Hopper Operation	Mon-Fri, 7am - 4 pm		7am-4pm		7am-5pm	
Loose weight in lbs/cy	2500 lbs/cy					

Texas Materials, a CRH Company
12907 US Highway 90
Beaumont, TX 77713
Attn: Jeremy Hemmings
Jeremy.hemmings@texasmaterials.com
Ph: 409-718-8082

Vulcan Construction Materials
10101 Reunion Pl Ste 500
San Antonio, TX 78216
Attn: Melanie Manrique
manrique@vmcmail.com
ph: 210-965-0449

Modern Concrete & Materials
4825 Romeda Rd
Beaumont, TX 77705
Attn: Jennifer Frederick
jfrederick@modernconcretetx.com
ph: 409-842-2100

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

Renewal 2: 11/12/2025 to 11/11/2026

Updated 10/14/2025

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	Location	Address	Prices F.O.B. for Pick-Up
1.	Beaumont	11800 Hwy 90 (Iron Horse Terminal)	7:00 am - 5:00 pm
2.	Port Neches	No Bid	No Bid
3.	Port Arthur	2190 South Gulfway Drive (Hwy 87)	7:00 am - 5:00 pm
4.	Other	2525 Dollinger Rd, Beaumont, TX	7:00 am - 5:00 pm
5.	Other	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

Modern Concrete & Materials, LLC				
C. Hopper Pick -Up		Address	Hours of Hopper Operation	Prices F.O.B. for Pick-Up
Location				
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	
		Tandem Dump	Trailer
1.	Distance		
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

Texas Materials				
C. Hopper Pick -Up		Address	Hours of Hopper Operation	Prices F.O.B. for Pick-Up
Location				
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.

		Texas Materials	
		Vehicle Type	
A. Delivery to Job Site			
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

		Texas Materials		
		Address	Hours of Hopper Operation	Prices F.O.B. for Pick-Up
C. Hopper Pick -Up				
Location				
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/ton	\$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		
		Description		
A. Delivered to Job Site				
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

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



until October 31, 2027

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.

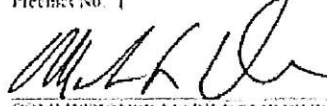
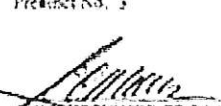
Violations of this order shall be adjudicated in accordance with Section 251.161, Transportation Code which provides that a violation of a County Weight Limit Order is a misdemeanor which will be punished by a fine not to exceed \$50.00 for the first offense; a fine not to exceed \$200.00 for the second 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.

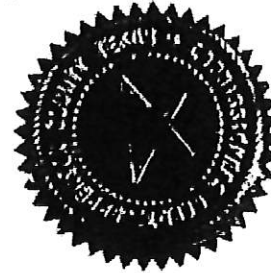
This resolution supersedes and repeals the 1986 resolution of the Jefferson County Commissioners' Court concerning maximum weight limits for County roads, and shall be in full force and effect from the 23rd day of August, 1999.

PASSED this 23rd day of August, 1999.


JUDGE CARL GRIFFITH JR.

COMMISSIONER JIMMIE P. CONNORS
Precinct No. 1

COMMISSIONER WAYNE D. HALLMARK
Precinct No. 3

COMMISSIONER MARK DOMINGUE
Precinct No. 2

COMMISSIONER ED MOORE
Precinct No. 4



[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 ~~count~~ 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

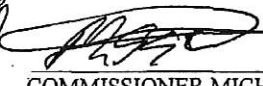
NOW THEREFORE, be it resolved that the Commissioners' Court of Jefferson County, Texas urges all state elected officials to:

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.

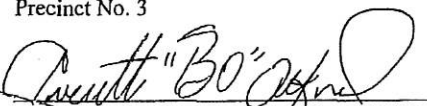
SIGNED this 14th day of June, 2010.

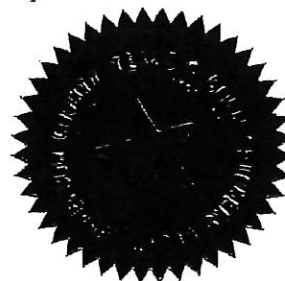
JUDGE RONALD WALKER
County Judge


COMMISSIONER EDDIE ARNOLD
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER MARK L. DOMINGUE
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



PERMIT PERFORMANCE BONDBond No. 30176122

KNOW ALL MEN BY THESE PRESENTS, that we, Trident Intrastate Pipeline LLC, 1001 Louisiana St., Ste 1000, Houston, TX 77002, as Principal, and Western Surety Company, licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Jefferson County Commissioner's Court, 1149 Pearl Street, 5th Floor, Beaumont, TX 77701 (Obligee), in the penal sum of One Hundred Thousand and No/100 Dollars (\$100,000.00), lawful money of the United State of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has obtained a permit from the Obligee to work within the public right-of-way as indicated on the permit. Overweight Vehicle Permit utilizing State Park Road

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the Principal shall repair or install said facilities in the right-of-way as set forth in said permit; and complete, or cause same to be completed within the time specified on the permit for such completion; and construct same according to the plans for the facilities; and restore the right-of-way in accordance to the technical specifications used by the Obligee. If the restoration of the right-of-way endures without the need of repairs for this specified period, then this obligation shall be void; otherwise this obligation shall remain in full force and effect until the permit expires. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

This bond shall become effective the 3rd day of November, 2025, and may be terminated by thirty (30) days written notice of cancellation by the Surety. The liability of the Surety under this bond shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 3rd day of November, 2025.

Trident Intrastate Pipeline LLC

(Principal)

Witness

Tiwisha Shepherd

By



Chris Graeter, Vice President

Western Surety Company

(Surety)

Witness

Dylan Clark

By

Stephanie Moore Harold

Stephanie Moore Harold, Attorney-in-Fact

Western Surety Company

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POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Jacob Boots, Stephanie Moore Harold, Melanie Salinas, Michael Garcia, Kelly M Coleman, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of August, 2025.



WESTERN SURETY COMPANY

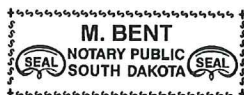
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of August, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of November, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. 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, and 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.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Application Date

N/A

State Permit Number
(If Applicable)

Permit Number

3

Precinct Number

**JEFFERSON COUNTY
OVERWEIGHT VEHICLE PERMIT**Business Name: WHC Energy Services Phone Number: 337-837-8765Business Address: 300 Industrial Trace, Broussard, LA 70518Local Representative: Naomi ProulxDescription of Work/Type/Location: Pipeline ConstructionDescription of Route: State Park Road from Hwy. 87 to Keith Lake Boat RampBond Number: 30176122 Bond Amount: \$100,000.00

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.

WHC Energy Services

Business Name

300 Industrial Trace

Mailing Address

Broussard, LA 70518

Naomi Proulx - Manager of Transportation Safety & Compliance

Representative Name and Title

Naomi Proulx

Representative Signature and Date

Jefferson County

[Signature]
County Engineer[Signature]
Precinct Superintendent[Signature]
Engineering Specialist



STATE OF TEXAS
COUNTY OF JEFFERSON

COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

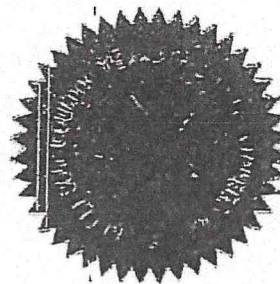
AN ORDER REGARDING ROAD USE IN
JEFFERSON COUNTY

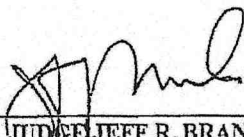
1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that 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

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§
§

COUNTY OF JEFFERSON

ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY
AND Trident Intrastate Pipeline LLC

WHEREAS, Trident Intrastate Pipeline LLC (hereinafter "Company") intends to conduct Construction of a Natural Gas Pipeline [describe operation], (hereinafter the "Project") at a site located on State Park Road (county road name) located in Precinct No. 3; 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 State Park Road,
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 State Park Road and County road Parking Lot of property 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 January 2, 2026 to a termination date of January 2, 2027. 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: State Park Road] and County [2nd road name: Parking Lot of property] for additional support.

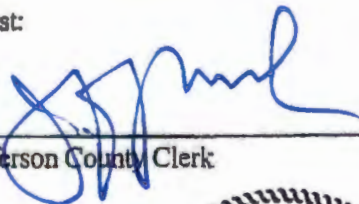
4. Company shall provide a surety bond in the sum of [\$ 100,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners 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. 3 of Jefferson County, Texas before transporting any equipment on County [road name: State Park Road and County [2nd road name: Parking Lot of property] 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.

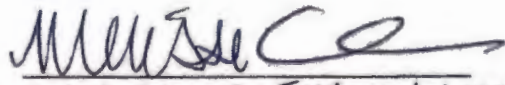
Agreed and executed this 18th day of November, 2025

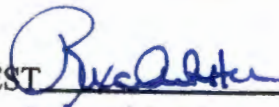

Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 18th day of November, 2025

Attest:


Jefferson County Clerk


Authorized Agent for Trident Intrastate Pipeline LLC

ATTEST 

DATE 11/18/2025

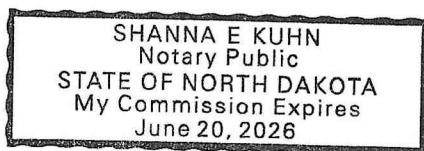


THE STATE OF ~~TEXAS~~ NORTH DAKOTA
COUNTY OF ~~JEFFERSON~~ WILLIAMS

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I, SHANNA E KUHN a notary public, do hereby certify that on this 3rd day of NOVEMBER, 2025, personally appeared before me MELISSA COWAN, being by me first duly sworn, declared that he is the ATTORNEY-IN-FACT of TRIDENT INTRASTATE PIPELINE 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 3rd day of NOVEMBER, 2025



Shanna E Kuhn
Notary Public, State of ~~Texas~~ NORTH DAKOTA
Notary's Typed/Printed Name
My commission expires

Exhibit 1

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 \$ _____ per hour x _____ hours = \$ _____

Equipment Operator \$ _____ per hour x _____ hours = \$ _____

Other \$ _____ per hour x _____ hours = \$ _____

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).

Truck \$ _____ per hour x _____ hours = \$ _____

Grader \$ _____ per hour x _____ hours = \$ _____

Other \$ _____ per hour x _____ hours = \$ _____

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ _____ Per Ton + \$ _____ per hour x _____ hours = \$ _____

Asphalt \$ _____ Per Ton + \$ _____ per hour x _____ hours = \$ _____

Other at \$ _____ Per Ton + \$ _____ per hour x _____ hours = \$ _____

Total for [1st road name] \$ _____

Keith Lake Boat Ramp and Entrance Road (State Park Road)

See attached Rate sheets.

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.

Craigden 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 Hampshire 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

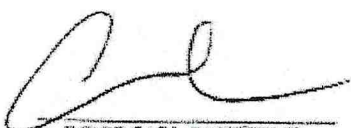
Permit holder shall have in force with Jefferson County a performance bond in the principal amounts of **\$10,000.00** for each roadway crossing and **\$100,000.00** per mile or fraction thereof or **\$25,000.00** per culvert crossing. The bond shall be payable to Jefferson County for the use and benefit 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.

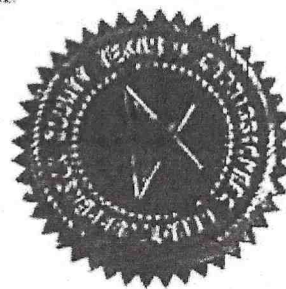

JUDGE CARL GRIFFITH JR.


COMMISSIONER JIMMIE P. CONINOS
Precinct No. 1


COMMISSIONER WAYMON D. HALLMARK
Precinct No. 3


COMMISSIONER MARK DOMINGUE
Precinct No. 2


COMMISSIONER ED MOORE
Precinct No. 4



[Download Overweight Vehicle Permit](#)

[Back to Engineering](#)



con

2

Precinct No. 3

Everett "Bo" Alfred

COMMISSIONER EVERETTE D. ALFRED

Precinct No. 4



BOAT RAMP LETTER AGREEMENT

WHEREAS, Trident Intrastate Pipeline LLC (“Trident”) is in the process of constructing pipeline infrastructure and related appurtenances (collectively, the “Pipeline”) in Jefferson County, Texas (the “County”) (Trident and the County collectively the “Parties”); and

WHEREAS, in order for Trident to construct the Pipeline, Trident will require access to, and use of, certain boat ramps owned and/or maintained by the County, more specifically described on Exhibit “A”, attached hereto and made a part hereof (the “Boat Ramps”); and

WHEREAS, the County is agreeable to Trident’s use of the Boat Ramps, subject to the terms and conditions herein.

THEREFORE, in exchange for \$10.00, the covenants herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Licensed Use

The County grants Trident a temporary, non-exclusive license to access and use the Boat Ramps solely for purposes construction of the Pipeline, transportation of materials, equipment, and personnel and related activities. This Agreement does not convey any property interest or easement in the Boat Ramps. This license shall commence October 31, 2025 and terminate October 31, 2027 (the “Term”).

2. Covenant Not to Impede Public Access

During the Term, Trident shall not unreasonably interfere with or impede public access to or use of the Boat Ramps. Trident shall coordinate its activities with the County to ensure that public access is maintained to the extent practicable and safe under the circumstances.

3. Maintenance During Use

Trident shall, at its sole cost and expense, maintain the Boat Ramps and all surrounding areas used by Trident in the same or better condition as existed prior to Trident’s use. Trident shall promptly repair any damage caused by its operations or those of its contractors, employees, or agents.

4. Restoration Obligation

Upon completion of initial construction of the Pipeline and associated restoration obligations, Trident shall restore the Boat Ramps and any affected County property to the same condition (or better) as existed immediately prior to Trident’s initial use. Restoration shall include, without limitation, removal of debris, repair of any structural or surface damage, and grading or paving as necessary to restore functionality and safety.

5. Indemnity

Trident shall indemnify, defend, and hold harmless Jefferson County, its officers, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to (a) Trident’s use of the Boat Ramps, (b) the acts or omissions of Trident, its contractors, employees, or agents, or (c)

any breach of this Agreement by Trident; except to the extent such claims arise from the gross negligence or willful misconduct of the County.

6. Insurance

During the term of this Agreement, Trident shall maintain insurance coverage in accordance with the terms described in Exhibit "B", attached hereto and made a part hereof.

7. Miscellaneous

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may be amended only in writing signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute shall lie exclusively in Jefferson County, Texas.

[Signature pages to follow]

Accepted and Agreed:

Jefferson County, Texas

By: _____

Name: Jeff Branick

Title: County Judge

Date: 11/18/2025



ATTEST _____

DATE 11/18/2025

Trident Intrastate Pipeline LLC

By: _____

Name: Melissa Cowan

Title: Attorney in Fact

Date: 11/5/2025

EXHIBIT A – BOAT RAMPS

- Keith Lake Boat Ramp (approx. 29°46'19.61"N, 93°56'59.01"W)
- HWY-87/ICWW (approx. 29°49'29.29"N, 93°57'53.75"W)
- @Hwy 73/Taylor Bayou (approx. 29°52'58.13"N, 94° 3'0.53"W)

EXHIBIT B – INSURANCE

During the term of this Agreement, Trident shall carry and maintain, and shall cause its contractors to carry and maintain the following insurance from carriers with an A.M. Best rating of not less than A-/VII or Trident may meet the insurance requirements below through any combination of primary, umbrella/excess liability and/or self-insurance:

- a. Statutory Coverage Workers' Compensation Insurance (including Occupational Disease Coverage) in accordance with the laws of the states where the work is to be performed.
- b. Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 per disease/each employee.
- c. Commercial General Liability Insurance insuring the indemnity provisions set forth in this Agreement with a combined single limit of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate. All policies shall remove any exclusion for explosion, collapse and underground operations (XCU), sudden and accidental pollution and include coverage for blanket contractual liability assumed hereunder.
- d. Business Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned); with a combined single limit of not less than \$1,000,000.
- e. Umbrella/Excess Liability Insurance with a minimum limit of not less than \$5,000,000 per occurrence. Such umbrella policy shall be in excess of the Employer's Liability Insurance, Commercial General Liability Insurance and Business Automobile Liability without gaps in limits and provide coverage as broad as those underlying policies.

All insurance policies of Trident shall include a waiver of subrogation in favor of the County and each of its respective subsidiary or affiliated companies and entities, and shall name the County and each of its respective subsidiary or affiliated companies and entities, and their respective directors, officers, agents and employees as additional insureds (except for Workers' Compensation). All such insurance coverages required of Trident shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to or maintained by or for the benefit of the County, respectively, and shall provide 30 days notice in case of cancellation or 10 days in case of termination due to non-payment. Prior to beginning any operations under this Agreement, Trident shall furnish the County with certificates of insurance evidencing insurance coverage and provisions provided for in this Agreement.

After recording, return to: Trident
Intrastate Pipeline LLC c/o TRC
Solutions
Land & Right of Way Department
804 W Dallas Street, Suite 9
Conroe, Texas 77301

Tract No. TX-JF-690.100

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

RIGHT-OF-WAY AND EASEMENT AGREEMENT

JEFFERSON COUNTY, TEXAS, A STATE GOVERNMENTAL AGENCY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, its successors and assigns, ("Grantor"), whose address is 1149 Pearl Street, Beaumont, Texas 77701, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, does grant, bargain, sell and convey unto **TRIDENT INTRASTATE PIPELINE LLC**, a Delaware limited liability company ("Grantee"), whose address is 1001 Louisiana Street, Suite 1000, Houston, Texas 77002, its successors and assigns, effective _____ ("Effective Date") a permanent non-exclusive right-of-way and easement ("Easement") with a maximum width not to exceed fifty feet (50') to own, use, develop, construct, lay, improve, install, operate, maintain, inspect, test, protect, repair, alter, convert, replace, in whole or in part, reduce the size of, relocate within the easement, and remove or abandon in place a maximum of one (1) pipeline with a maximum diameter as initially installed (excluding any protective coating or wrapping) not to exceed forty-two inches (42") in diameter ("Pipeline"), along with and including Authorized Appurtenances, as that term is defined hereafter, for the transportation of natural gas and its associated substances with the location of the permanent right-of-way and easement being more particularly described in and substantially as shown on Exhibit "A", attached hereto and made a part of this Agreement on, in, over, under, through and across the lands described in Exhibit "A" of Grantor situated in Jefferson County, Texas (the "Property").

Grantee shall have the right to select the exact location of the Pipeline within the Easement.

For two (2) years, commencing on the initial construction of the Pipeline on the Property, Grantee shall also have a temporary right-of-way easement located parallel and adjacent to the said permanent right-of-way and easement and additional temporary workspaces (if any) as described and depicted on the attached Exhibit "A", along with the right to use additional workspaces not depicted as, may be needed at road, railroad, creek, ditches, waterways, utility crossings and areas that may have unique terrain considerations. Grantee agrees to occupy the temporary right-of-way areas only for the length of time necessary to construct, and to complete surface restoration of the permanent and temporary right-of-way easement.

Grantee shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted including the free, non-exclusive right of ingress and egress, entry and access on, to, over, and across the Easement and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantor, together with a free, non-exclusive right of ingress and egress to and from the Easement and upon and over Grantor's land via the temporary access easement described

and depicted in Exhibit "A-1" (the "Temporary Access Easement"), which Grantor hereby grants, bargains, sells and conveys, for any and all purposes necessary and/or incident to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the Pipeline or Authorized Easement Appurtenances, as defined herein. Grantor further conveys to Grantee the right to improve, replace, or install a permanent road surface within the Temporary Access Easement, said rights of ingress and egress for any and all purposes necessary and/or incident to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the Pipeline or Authorized Appurtenances (as defined herein) or the exercise by Grantee of the rights granted to it by this Agreement. Grantee agrees to occupy the Temporary Access Easement only for the length of time necessary to construct and complete surface restoration of the permanent and temporary right-of-way easements conveyed herein. The Easement, temporary right-of-way easement and Temporary Access Easement shall be collectively referred to as the "Easements". This permanent easement shall be in perpetuity. Grantee shall not have the right to grant a third-party access to the Easements for a purpose that is not related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the Pipeline or Authorized Appurtenances.

Grantee shall have the right under this Agreement to install, maintain, and/or operate pipeline-related appurtenances including, and expressly limited to, below-ground pipes, meters, valves, electric facilities, communication facilities and any other equipment or facilities that may be necessary or desirable in connection with the Pipeline, and above-and below-ground pipeline markers, vents, and cathodic protection and alternating current mitigation equipment and facilities (generally including cathodic protection test leads, gradient control matting, grounding systems, rectifiers, electric lines, electric meters, junction boxes, power supplies, anodes, decouplers, wires, ribbons, poles, and ground beds) (collectively, the "Authorized Appurtenances"). Grantee shall place the above-ground Authorized Appurtenances as near as reasonably practical to the junction of the Permanent Easement and fence lines, property lines, electric transmission lines, pipeline crossings, river or creek crossings, road crossings, any other location required by applicable law, regulation, or rule, and/or as may be determined necessary by Grantee.

Grantee shall have the right to remove all fences from the Easements and the temporary workspaces, as required for purposes of construction or repairs of the Pipeline and prior to cutting any fence, Grantee shall brace the existing fence on both sides of the right-of way adequately, and in such manner that there should be no slacking of the wires. While constructing through fenced areas, Grantee shall install gap fences or deterrent to keep cattle or livestock from crossing one fenced pasture to another.

Grantee shall have the right to install, remove, cut, use, repair, and replace any gate(s) or fences that cross the Easement. Any gate installed by Grantee shall be an oil field type gate consisting of one (1) sixteen (16) feet in width. All gates used by Grantee in connection with operations under this Agreement shall be kept locked at all times, except when passing through same. In the event Grantee does not repair and/or restore the fences or gates, Grantee shall, in addition to the consideration paid for this Agreement, pay Grantor for any damage caused by Grantee to the gates and fences.

Upon request by Grantor, in areas where the pipeline is not installed by boring or horizontal directional drilling Grantee shall double ditch the Easement by segregating the topsoil from the ditchline up to a maximum of twelve inches (12") so that the topsoil will be segregated from the subsoils. In backfilling after installation, the topsoil first removed shall as reasonably practical be used as cover soil in such a manner so as to result in it being returned to the top of the ditchline as topsoil.

Grantee shall remove all trash and other debris that Grantee or its contractors deposit on the Easements. Grantee will restore the Easements and Grantor's remaining property, if any, used by

Grantee to as near to original condition as is reasonably practicable and will maintain the Easements in a manner consistent with the purposes for which the Easements will be used by Grantee, including, but not limited to, the removal of all construction debris upon completion of installation and construction of the Pipeline and Authorized Appurtenances, and clean of all litter and trash during periods of construction, operation, maintenance, repair or removal. In the event Grantee does not restore the Easements and Grantor's remaining property, if any, used by Grantee, Grantee shall, in addition to the consideration paid for this Agreement, pay Grantor for actual monetary damages incurred by Grantor that arise from damage to the Easements and/or Grantor's remaining property, if any, caused by Grantee.

Grantee agrees to initially bury the pipeline so that the top of the pipelines at least forty-eight inches (48") below the surface of the ground when constructed/installed so as not to interfere with normal cultivation of the land, except at those locations where rock is encountered, the pipeline may be buried at a lesser depth. Grantor agrees to not disturb, alter, interfere with or reduce the depth of cover over the pipeline and shall be responsible for any expenses associated with its farming operations if the depth of cover is reduced below forty-eight (48") inches.

Grantee shall have the right to cut or clear from the Easements (and the temporary workspaces during the initial construction), all trees, shrubbery, undergrowth, and any other obstructions that may injure, endanger or interfere with the construction, operation, maintenance, inspection, repair or use of the pipeline and/or Easements (and the temporary work spaces during the initial construction). During the initial construction, Grantee shall remove all brush and debris, if any, cleared from the Easements by burning, chipping, and/or burying. The method of disposal shall be selected by Grantee.

During pipeline construction and any subsequent altering, repairing, removing or replacing of said pipeline, Grantee agrees that it will leave earthen plugs sufficient to permit Grantor's, his tenants and/or Lessees equipment and/or livestock, to cross over the ditch at reasonable locations along the right-of-way.

After the completion and installation of the Pipeline, Grantee agrees to mark the locations of its pipeline with permanent above ground markers in accordance with applicable state or federal regulations.

Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, excepting any time period caused as a result of any force majeure action, then the lands covered by this Easement Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same., Grantee shall have the right for twenty-four (24) months following any termination of this easement to remove its pipe, valves and all other property. Upon expiration of such period, any such property of Grantee remaining on said land shall become the property of Grantor.

It is understood and agreed that the consideration herein paid for the Easements and temporary workspaces includes the payment for market value of the Easements, both permanent and temporary, and any monetary damages, including usual and customary damages, arising from the initial construction and installation of the pipeline, including, but not limited to, damage to vegetation (grass, crops, trees, shrubs, etc.) and income loss from disruption of existing agricultural production or existing leases based on verifiable loss or lease payments. The initial consideration does not, however, include damages arising from the repair, maintenance, inspection, replacement, operation, or removal of the pipeline after initial construction and installation of the pipeline. Grantor has the right to actual monetary damages arising from the repair, maintenance, inspection, replacement, operation, or removal of the pipeline after the initial construction and installation of the pipeline. If applicable,

Grantee agrees to pay a fair and reasonable amount for actual damages, including but not limited, to roads, fences, ditches, culverts, terraces, livestock, buildings and other structural improvements caused by Grantee in the exercise of its rights hereunder; provided, however, subsequent to initial construction, Grantee shall have the right from time to time to cut all trees and/or undergrowth that in Grantee's judgment may injure, endanger, or interfere with the exercise of Grantee's rights and privileges granted herein. Grantee shall not be liable for damages caused on the right of way and easement by keeping the right of way and easement clear of trees and undergrowth.

Grantor reserves all oil, gas and minerals on and under said lands, reserves the right to farm, cultivate and graze the land, to build levees or cross fences on, over and across the land as near as to a 90 degree angle as possible, as well as to full use and enjoyment of the premises, subject to the specific rights granted to Grantee hereunder; provided, however, Grantor shall not construct on or over the permanent right of way and easement any buildings, structures or other improvements, natural or man-made obstructions, or lakes or ponds of any nature that interfere with the construction, maintenance, repair or operation of the pipeline constructed by Grantee.

Notwithstanding any other provision in this Agreement, Grantor may construct streets or roads (including gravel, asphalt, or concrete streets or roads) at any locations above the Easement that the Grantor chooses provided the portion of a street or road constructed above the Easement must cross the Easement at or near 90 degrees and may not exceed forty feet (40') in width, cause a violation of any applicable pipeline regulation, or interfere with the operation and maintenance of any pipeline. At least thirty (30) days before the date on which construction of an asphalt or concrete street or road that will be located wholly or partly in the Easement is scheduled to begin, Grantor must submit plans for the proposed construction to Grantee. Grantor's construction of any such streets or roads shall be at Grantor's sole expense. Grantor and Grantee agree that nothing in this Agreement waives any of Grantee's rights or relief under Chapter 756 of the Texas Health and Safety Code.

Grantee shall not permit any of its agents, servants, or employees, or any independent contractor performing service for it to carry any firearms onto or hunt or fish on Grantor's lands. Grantee shall not, without the express written consent of Grantor, use the Easements for any purpose other than a use stated in this Agreement.

Grantee shall have at its sole discretion, the right to assign any of its rights herein granted in whole or in part to any other person or entity. In the event Grantee assigns its interests under this Agreement in whole or part to another entity, Grantee shall provide Grantor written notice of the assignment at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property; provided, however, Grantee is not required to provide Grantor written notice if the assignment is to an affiliate or successor through merger, consolidation, or other sale or transfer of all or substantially all of Grantee's assets and business.

By entering into this Easement, Grantor warrants that Grantor is the fee owner of the property herein described and that Grantor has the authority to convey said rights and interests to the Grantee. Grantor further agrees to defend, indemnify and hold harmless the Grantee, its successors and assigns from any and all claims disputing Grantor's legal right to convey this Easement to the Grantee.

Grantee shall maintain at all times while it uses the Easements, including during construction and operations on the Easements, commercial liability insurance, issued by an insurer authorized to issue liability insurance in this State, or self-insurance, insuring the Grantor against liability for personal injuries and property damage sustained by any person to the extent caused by the negligence of the Grantee or Grantee's agents or contractors.

Grantee or Grantee's agents or contractors.

GRANTEE hereby releases, indemnifies and holds GRANTOR harmless of and from any and all damages and expenses for loss or injury to persons or property that may be caused by GRANTEE, its employees, representatives, agents or contractors and subcontractors while performing its activities on or about GRANTOR'S premises. **GRANTEE, TRIDENT INTRASTATE PIPELINE LLC, INDEMNIFIES HOLDS GRANTOR, JEFFERSON COUNTY, TEXAS, HARMLESS OF FROM ANY CLAIMS, SUITS OR CAUSES OF ACTION FOR INJURY, DAMAGES /OR DEATH ARISING FROM GRANTEE'S ACTIVITIES, USE OF OR PRESENCE ON THE EASEMENTS OR OTHER ADJACENT PROPERTY OF GRANTOR. THIS INDEMNITY AGREEMENT EXTENDS TO AND INDEMNIFIES GRANTOR/INDEMNITEE FOR THE INDEMNITEE'S CONCURRENT NEGLIGENCE.**

The Internal Revenue Code provides that a Grantee of a real property interest in this county must withhold tax if the Granter is a foreign person. Each Granter hereby certifies under oath and subject to penalties of perjury that he/she/it is not a foreign person, foreign corporation, foreign trust or foreign estate, for purposes of Internal Revenue Code compliance.

This Easement shall be interpreted and enforced in the state of Texas where the property described herein is located. If any part, term or provision of this Easement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over the real property over, under and across which the Easements are located, held to be illegal, void, or unenforceable, or to be in conflict with the law of that jurisdiction, the validity of the remaining provisions or portion hereof shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular part, term, or provision to be held invalid.

This Easement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, personal representatives, successors and assigns. Similarly, facsimile signatures shall be deemed as an original signature by the enforcing party.

This Agreement together with exhibits incorporated herein by reference, if any, embodies the whole agreement of the parties. There are no promises, terms, condition, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns for so long thereafter as any one or more of said rights or privileges are exercised, or any pipeline, structure or facility installed hereunder is used or remains thereon. This Agreement and all of its terms, provisions, and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Granter and Grantee and their respective heirs, executors, administrators, successors, and assigns.

IN TESTIMONY WHEREOF, the parties have executed this Right of Way and Easement Agreement effective as of the day first written above.

[Remainder of page intentionally left blank]



GRANTOR:

JEFFERSON COUNTY, TEXAS

a State governmental agency organized and existing under the laws of the State of Texas

By: [Signature]

Name: JEFF R. BRANICK

Title: COUNTY JUDGE

ATTEST [Signature]

DATE 11/18/2025

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF JEFFERSON

This instrument was acknowledged before me on this 18th day of November, 2025, by Jeff R. Branick County Judge of Jefferson County, Texas, a State governmental agency organized under the laws of the State of Texas, in his/her capacity as County Judge of Jefferson County, Texas.



[Signature]
Notary Public, State of Texas

My Commission Expires on 9-6-2027

GRANTEE:

TRIDENT INTRASTATE PIPELINE LLC

By: 

Name:

TONY SALA

Title:

VP - ROW

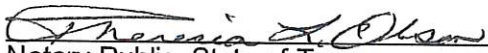
Acknowledgment

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

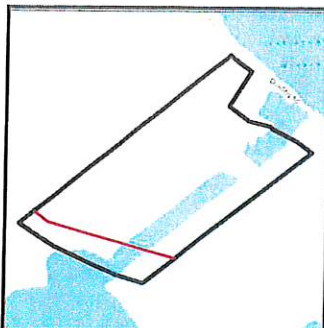
This instrument was acknowledged before me on the 28th day of October, 2025,
by Tony Sala, as VP-ROW of Trident Intrastate
Pipeline LLC, a Delaware limited liability company.


Notary Public, State of Texas

My Commission Expires on 09/30/26

EXHIBIT "A"

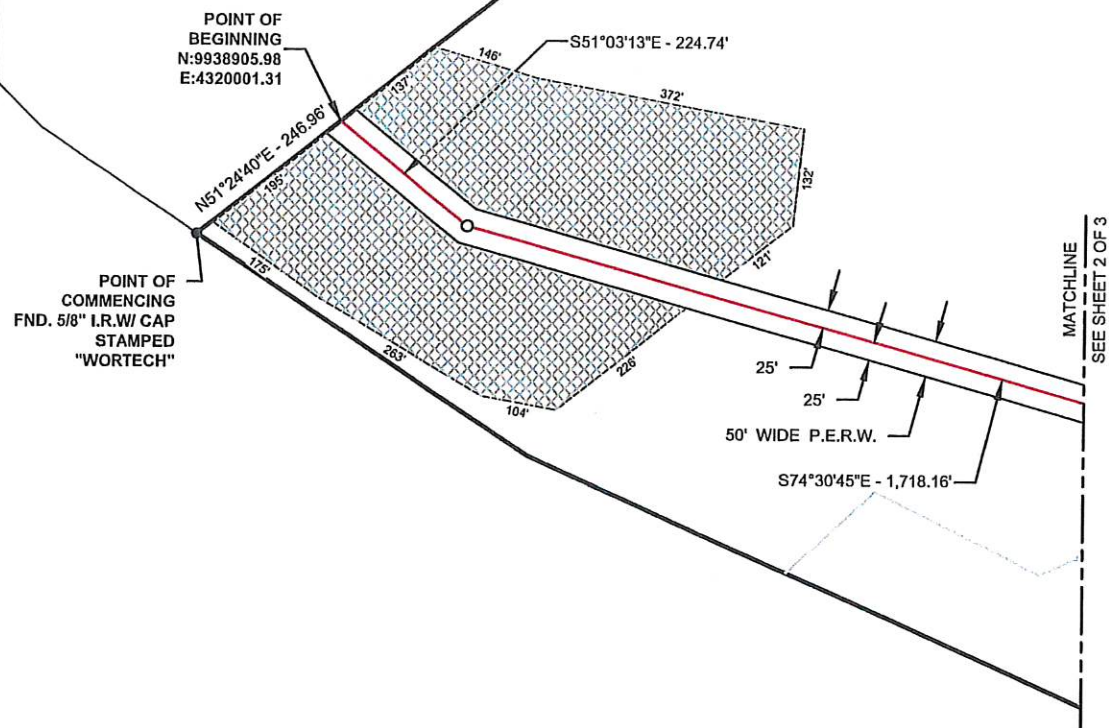
JEFFERSON COUNTY, TEXAS
N. COLEMAN SURVEY SURVEY, A-12



VICINITY MAP
N.T.S.

TX-JF-688.000
DOCUMENT # 2006017390

TX-JF-690.100
JEFFERSON COUNTY
CALLED 110.442 ACRES
DOCUMENT # 2004017255



TOTAL DISTANCE ACROSS PROPERTY: 1942.90 FEET
OR: 117.75 RODS
TOTAL AREA OF P.E.R.W.: 2.230 ACRES
TOTAL AREA OF T.W.S.: 0.000 ACRES
TOTAL AREA OF A.T.W.S.: 4.933 ACRES

NOTES

- ALL BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREIN ARE GRID, BASED UPON THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983 [NAD83(2011)(EPOCH:2010.0000)], U.S. SURVEY FEET, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY TRC PIPELINE SERVICES, LLC IN JANUARY, 2025.
- THE TITLE INFORMATION OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON TITLE RESEARCH CONDUCTED BY TRC PIPELINE SERVICES, LLC.
- IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.

LEGEND

I.R. IRON ROD
I.P. IRON PIPE
FND. FOUND
N.T.S. NOT TO SCALE
R.O.W. RIGHT OF WAY
T.W.S. TEMPORARY WORKSPACE
A.T.W.S. ADDITIONAL TEMPORARY WORKSPACE
P.E.R.W. PERMANENT EASEMENT & RIGHT OF WAY
T.A.R. TEMPORARY ACCESS ROAD
P.A.R. PERMANENT ACCESS ROAD
BROKEN LINE NOT SCALABLE
PROPERTY LINE
BASELINE
EXISTING PIPELINE
R.O.W.

100 0 100 200
GRAPHIC SCALE IN FEET

Chad J. Barrios
CHAD J. BARRIOS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6184
SURVEY FIRM LICENSE NO. 10193802



11767 Katy Freeway, Suite 850
Houston, TX 77079
(281) 616-0100 6/24/2025

TRIDENT INTRASTATE PIPELINE, LLC

DWG BY:	KP	TRIDENT PIPELINE PROJECT PERMANENT EASEMENT & RIGHT OF WAY ACROSS THE PROPERTY OF JEFFERSON COUNTY
CKD BY:	TRC	
DATE:	6/17/25	
SCALE:	1" = 200'	
REV#	DATE	DESCRIPTION
DRAWING:	TX-JF-690.100	SHEET NO. 1 OF 3

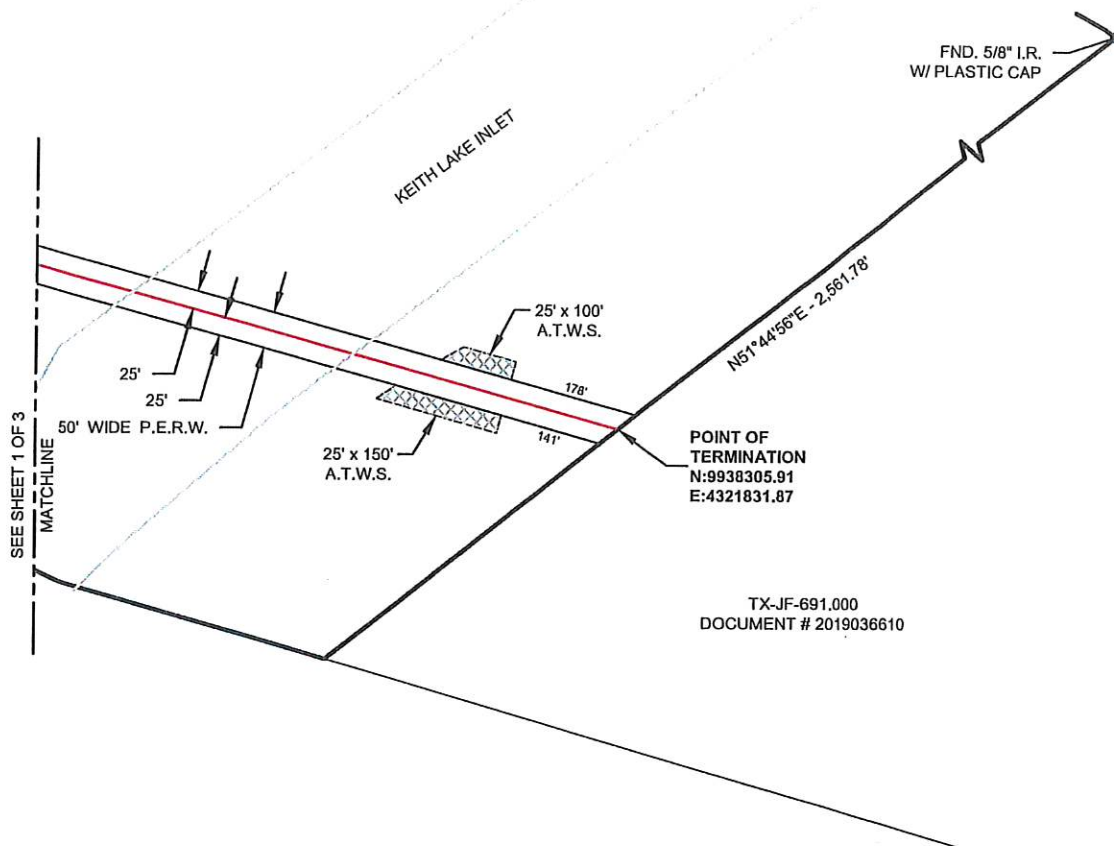
EXHIBIT "A"

JEFFERSON COUNTY, TEXAS
N. COLEMAN SURVEY SURVEY, A-12



VICINITY MAP
N.T.S.

TX-JF-690.100
JEFFERSON COUNTY
CALLED 110,442 ACRES
DOCUMENT # 2004017255



LEGEND

I.R. IRON ROD
I.P. IRON PIPE
FND. FOUND
N.T.S. NOT TO SCALE
R.O.W. RIGHT OF WAY
T.W.S. TEMPORARY WORKSPACE
A.T.W.S. ADDITIONAL TEMPORARY WORKSPACE
P.E.R.W. PERMANENT EASEMENT & RIGHT OF WAY
T.A.R. TEMPORARY ACCESS ROAD
P.A.R. PERMANENT ACCESS ROAD
BROKEN LINE NOT SCALABLE
PROPERTY LINE
BASELINE
EXISTING PIPELINE
R.O.W.

100 0 100 200
GRAPHIC SCALE IN FEET

NOTE:

SEE SHEET 1 OF 3 FOR NOTES, SIGNATURE, AND SEAL.

TRIDENT INTRASTATE PIPELINE, LLC

DWG BY:	KP	TRIDENT PIPELINE PROJECT PERMANENT EASEMENT & RIGHT OF WAY ACROSS THE PROPERTY OF JEFFERSON COUNTY
CKD BY:	TRC	
DATE:	6/17/25	
SCALE:	1" = 200'	
REV#	DATE	DESCRIPTION
DRAWING:		TX-JF-690.100
SHEET NO.		2 OF 3



11767 Katy Freeway, Suite 850
Houston, TX 77079
(281) 616-0100

EXHIBIT "A"

Trident Intrastate Pipeline, LLC

Trident Pipeline Project

TRACT NO. TX-JF-690.100

PERMANENT EASEMENT & RIGHT OF WAY

Description of a fifty (50) feet wide Permanent Easement & Right of Way situated in the N. Coleman Survey, A-12 Jefferson County, Texas and being over, through and across a called 110.442 acre tract of land conveyed to Jefferson County described by an instrument recorded in Document Number 2004017255 of the Official Public Records of Jefferson County, Texas, said fifty (50) feet wide Permanent Easement & Right of Way being situated twenty-five (25) feet on each side of the herein described baseline, the sidelines of said Permanent Easement & Right of Way being lengthened or shortened to meet the boundary lines of said called 110.442 acre tract of land said baseline being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with a plastic cap stamped "Wortech" THENCE North 51°24'40" East a distance of 246.96 feet to the POINT OF BEGINNING;

THENCE South 51°03'13" East, a distance of 224.74 feet, to a point;

THENCE South 74°30'45" East, a distance of 1718.16 feet, to the POINT OF TERMINATION on the East boundary line of said called 110.442 acre tract of land, from which a 5/8 inch iron rod with a plastic cap found marking the Northeast corner of said called 110.442 acre tract of land bears North 51°44'56" East a distance of 2561.78 feet, said baseline having a total distance of 1942.90 feet (117.75 rods), said Permanent Easement & Right of Way containing 2.230 acres of land, and 4.933 acres of additional temporary workspace as shown on sheet 1.

All bearings and distances shown herein are grid, based upon the Texas Coordinate System, Texas Central Zone 4203, North American Datum of 1983 [NAD83(2011)(EPOCH:2010.0000)], U.S. Survey Feet, as derived from an on the ground survey performed by TRC Pipeline Services LLC, conducted in January of 2025.



CHAD J. BARRIOS
Registered Professional Land Surveyor
Texas Registration No. 6184
Survey Firm License No. 10193802

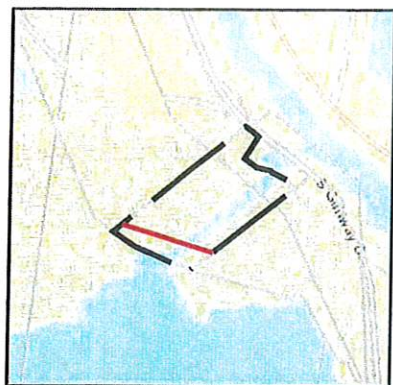
6/24/2025

Date:

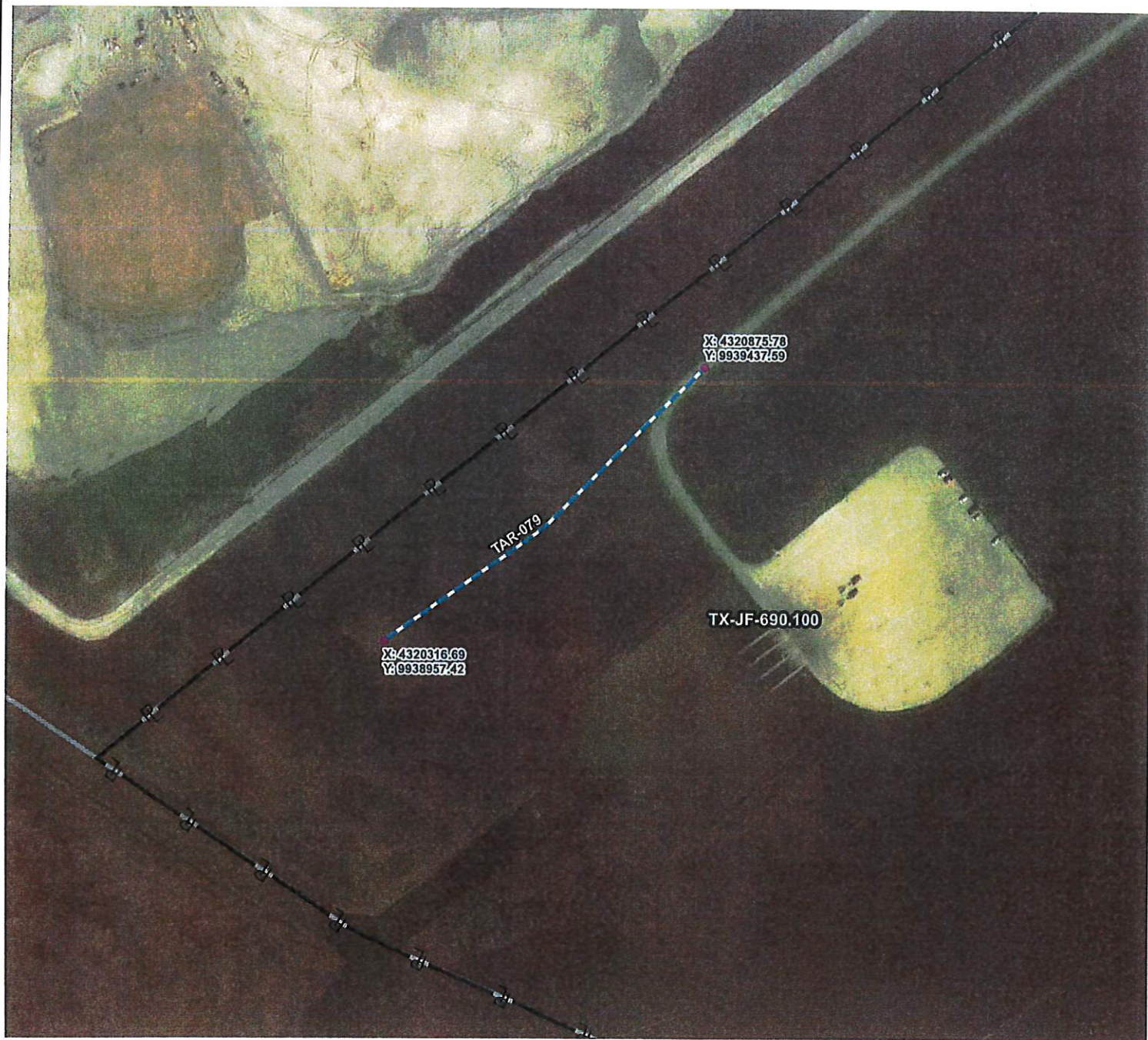


PRELIMINARY EXHIBIT "A-1" PROPOSED TEMPORARY ACCESS ROAD

JEFFERSON COUNTY, TEXAS
PT TR 9 12 N COLEMAN 89.838 TRACT 9 89.838 ACRES



VICINITY MAP
N.T.S.



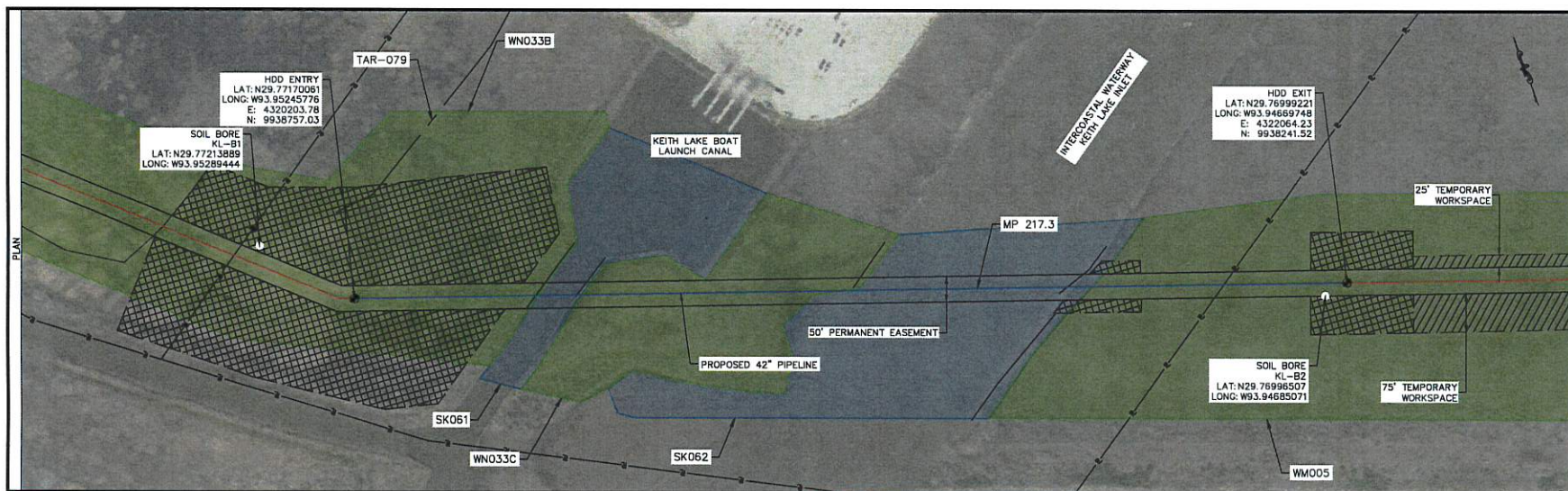
30' WIDE TEMPORARY ACCESS ROAD LENGTH = 740 FT

LEGEND

● ENTRY / EXIT POINT

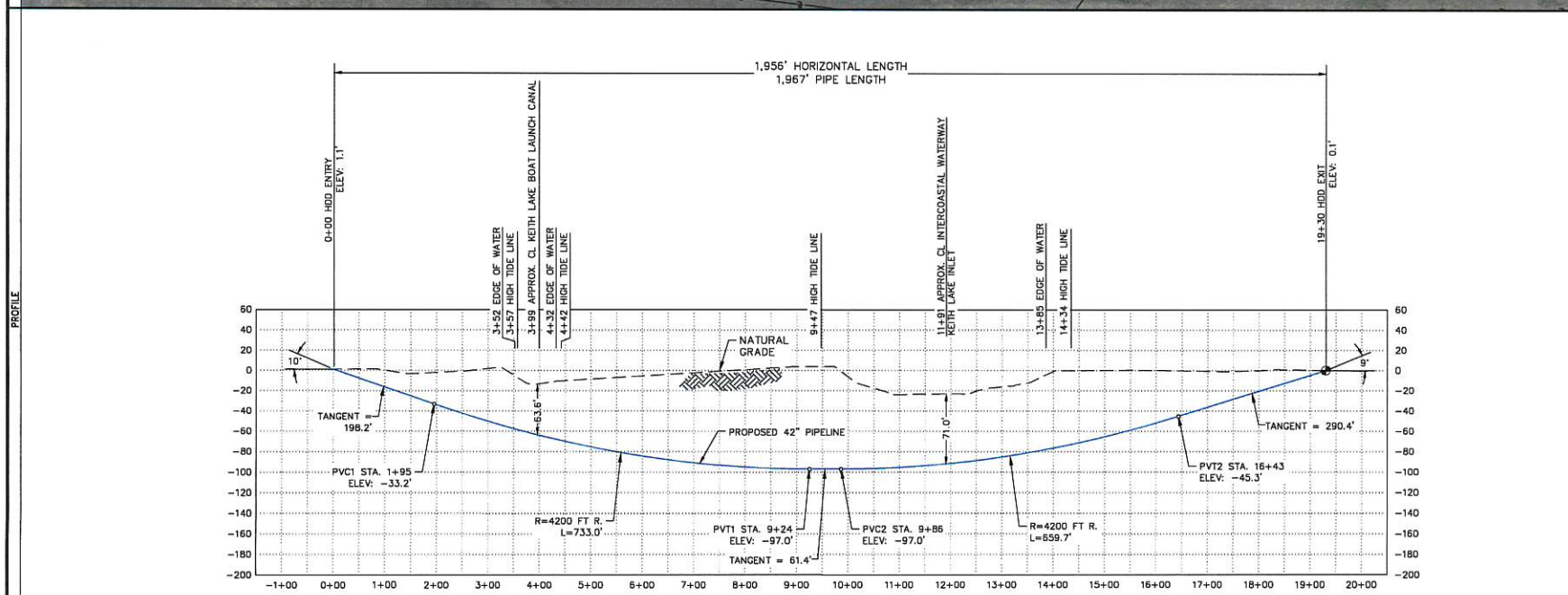
NOTES:

1. THIS IS A GIS PRODUCT AND IS PROVIDED FOR GENERAL DISCUSSION AND NEGOTIATION OF THE LOCATION OF A PROPOSED UNDERGROUND PIPELINE AND ITS



LEGEND	
—	PROPOSED HDD
—	PROPOSED PIPELINE
—	EXISTING FOREIGN PIPELINE
—	PROPERTY LINE
—	FENCE
—	CENTERLINE ROAD
—	CENTERLINE WATER
—	OVERHEAD POWERLINE
—	PERMANENT EASEMENT
—	TEMPORARY WORKSPACE
—	ADDITIONAL TEMPORARY WORKSPACE
●	ENTER/EXIT BORE

- GENERAL NOTES**
- ALL HDD INSTALLATIONS WILL CONFORM TO THE LATEST REVISION OF KINDER MORGAN SPECS E0100 AND C1180.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE NECESSARY ARRANGEMENTS IF TRAFFIC CONTROL, PLANS AND/OR RAILROAD REPRESENTATION ARE REQUIRED.
 - WHEN WORKING NEAR EXISTING LINES, CONTRACTOR TO LOCATE AND MARK OVER EXISTING LINES AS APPROVED BY KINDER MORGAN. SURVEY BASED ON NAD 83 TEXAS STATE PLANES, CENTRAL ZONE, US FOOT.
 - CONTRACTOR TO VERIFY IN THE FIELD THE LOCATION OF ALL UTILITIES ABOVE AND BELOW GROUND, BEFORE CONSTRUCTION.
 - AN ATTEMPT HAS BEEN MADE TO LOCATE EXISTING PIPELINES ADJACENT TO AND CROSSING THE PROPOSED PIPELINE ROUTE BUT THERE IS NO GUARANTEE THAT ALL LINES HAVE BEEN LOCATED. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING PIPELINES AND FOREIGN UNDERGROUND OBSTRUCTIONS BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR DUE TO CONTRACTOR'S FAILURE TO ACCURATELY LOCATE AND PRESERVE THESE UNDERGROUND UTILITIES. CONTRACTOR IS TO NOTIFY ALL FOREIGN LINE OWNERS ADJACENT TO OR CROSSING THEIR LINES BEFORE CONSTRUCTION.



PIPE SUMMARY		
ITEM	QTY	DESCRIPTION
1	1967 LF	42" ØS x 8.75" ØI, 20# 11-18 ØS 18, 20-46 ØS 20

BORE SAMPLES

TRC
Houston, TX PH: (281) 616-0100
LIC. No. TX-F-82

SCALE & PROJECTION

1" = 100' HORIZONTAL
1" = 30' VERTICAL

PROJECTION: NAD 83 TEXAS STATE PLANES, CENTRAL ZONE, US FOOT

Revision	Description	Project ID	Date
D	REVISED SOIL BORE KL-B2		06/06/25
C	ADDED SOIL BORE LOCATIONS-HDD RE DESIGN		06/05/25
B	ISSUED FOR PRELIMINARY REVIEW		05/02/25
A	ISSUED FOR PRELIMINARY REVIEW		04/23/25

Notes:

ISSUED FOR REVIEW



NO.	REFERENCE DRAWINGS

TRIDENT PIPELINE - SPREAD 3 - MP217.3
HDD 09 - KEITH LAKE
PROPOSED 42" NATURAL GAS PIPELINE
JEFFERSON COUNTY, TEXAS
MP 217.3

State:	TEXAS	PN No:	
County:	JEFFERSON	Scale:	AS SHOWN
City:			
Drawing No:	03-HDD-PR-009	Rev:	D



Jefferson County Grievance Procedure under The Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by Jefferson County. The Jefferson County Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

**Verenice Rosales,
ADA Coordinator & Director of Human Resources and Risk Management
1225 Pearl Street, Suite 201 Beaumont, TX 77701**

Within 15 calendar days after receipt of the complaint, Verenice Rosales or her designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, Verenice Rosales or her designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of Jefferson County and offer options for substantive resolution of the complaint.

If the response by Verenice Rosales or her designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the County Judge or his designee.

Within 15 calendar days after receipt of the appeal, the County Judge or his designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the County Judge or his designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by Verenice Rosales or her designee, appeals to the County Judge or his designee, and responses from these two offices will be retained by Jefferson County for at least three years.



AMERICANS WITH DISABILITIES ACT and SECTION 504 OF THE REHABILITATION ACT OF 1973 ASSURANCE

28 Code of Federal Regulations Part 35.130, Title II of the Americans with Disabilities Act prohibits discrimination on the basis of disability by public entities. Subtitle A protects qualified individuals with disabilities from discrimination on the basis of disability in the services, programs, or activities of all the state and local governments. It extends the prohibition of discrimination in federally assisted programs established by section 504 of the Rehabilitation Act of 1973 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability from Titles I, III, and V of the Americans with Disabilities Act. This rule, therefore, adopts the general prohibitions of discrimination established under section 504, as well as the requirements for making programs accessible to individuals with disabilities and for providing equally effective communications. It also sets forth standards for what constitutes discrimination on the basis of mental or physical disability, and established a complaint mechanism for resolving allegations of discrimination.

Jefferson County, HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the U.S. Department of Transportation through the Federal Highway Administration, is subject to and will comply with all laws and regulation, and hereby gives assurance that no qualified disabled person shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discriminations, including discrimination of employment under any program or activity that received or benefits from this federal financial assistance. Jefferson County further assures that its programs will be conducted, and its facilities operated, in compliance with all requirements imposed by or pursuant to 49 CFR Part 27, 28 CFR Part 35, and 42 USC §§ 12101 – 12213.

Jeff Branick
County Judge
Jefferson County, TX
1149 Pearl St, 4th floor
Beaumont, TX 77701
<https://jeffersoncountytexas.gov/>

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN HARDIN COUNTY AND JEFFERSON COUNTY
REGARDING THE CARE, HOUSING, AND DISPOSITION OF A SEIZED HORSE**

This **Memorandum of Understanding (MOU)** is entered into by and between the **Hardin County Sheriff's Office** (hereinafter "Hardin County") and the **Jefferson County Sheriff's Office** (hereinafter "Jefferson County") for the purpose of outlining responsibilities regarding the care and disposition of a male brown horse seized under a **cruelty seizure** by order of a Hardin County Justice of the Peace, and **awarded to the Hardin County Sheriff's Office**.

1. PURPOSE

The purpose of this MOU is to establish an agreement between Hardin County and Jefferson County for the care, housing, and eventual disposition of a neglected or abused horse seized under civil authority in Hardin County.

2. BACKGROUND

The Hardin County Sheriff's Office, acting under the authority of a Hardin County Justice of the Peace, has taken possession of a male brown horse as the result of a cruelty seizure. Due to the horse's poor condition and the lack of proper facilities and resources to provide necessary treatment, housing, and nourishment, Hardin County seeks the assistance of the Jefferson County Sheriff's Office Livestock Division.

3. TERMS OF AGREEMENT

A. Responsibilities of Jefferson County:

1. Jefferson County agrees to take custody of the seized horse and provide all necessary care, treatment, and housing at the Jefferson County Livestock Barn.
2. Jefferson County will supply all feed, medical care, and other resources required to restore the horse to good health and maintain its well-being.
3. Jefferson County agrees not to sell, transfer, or otherwise dispose of the horse prior to **November 13, 2025**.
4. Upon sale of the horse, Jefferson County shall retain all proceeds as reimbursement for costs incurred in housing, feeding, and rehabilitating the animal.

B. Responsibilities of Hardin County:

1. Hardin County agrees to transfer custody of the horse to Jefferson County for the duration of its care and rehabilitation.

2. Hardin County will make reasonable efforts to identify and locate the horse's owner.
3. If the owner is located prior to the sale of the horse, Hardin County will conduct any necessary criminal investigation and hold the owner responsible for all expenses incurred by Jefferson County related to the horse's care and rehabilitation.
4. In the event the proceeds from the sale of the horse do not fully cover the expenses incurred by Jefferson County, Hardin County agrees to pay the remaining balance.

4. DURATION AND TERMINATION

This MOU shall remain in effect until the horse has been sold and all related financial matters have been resolved.

Either party may terminate this agreement by providing **thirty (30) days written notice** to the other party.

5. GENERAL PROVISIONS

This MOU represents the full understanding between the parties concerning the matters addressed herein. Any amendments must be made in writing and signed by authorized representatives of both counties.

The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

IN WHEREOF, the undersigned parties have executed this Memorandum of Understanding

HARDIN COUNTY SHERIFF'S OFFICE

By: _____
Signature: _____
Title: _____
Date: _____

HARDIN COUNTY JUDGE

By: _____
Signature: _____
Title: _____
Date: _____

JEFFERSON COUNTY SHERIFF'S OFFICE

By: Zena Stephens
Signature: [Signature]
Title: Sheriff
Date: 11/16/2025

JEFFERSON COUNTY JUDGE

By: [Signature]
Signature: Jeff. R. Branch
Title: Jefferson County Judge
Date: 11-18-2025



ATTEST [Signature]
DATE 11/18/2025