## Special, 4/21/2026 10:30:00 AM

BE IT REMEMBERED that on April 21, 2026, 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 (ABSENT)

Absent

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

**Jeff R. Branick, County Judge**
**Brandon Willis, Commissioner, Precinct One**
**Cary Erickson, Commissioner, Precinct Two**
**Michael S. Sinegal, Commissioner, Precinct Three**
**Everette "Bo" Alfred, Commissioner, Precinct Four**

# NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS April 21, 2026

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM,** on the **21st** day of **April 2026** 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:

**9:45 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.**

**10:15 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting would have a detrimental effect on the Commissioners Court in negotiations with a third party.**

**Jefferson County provides the opportunity for the public to view the**

*Notice of Meeting and Agenda*
*April 21, 2026*

**Commissioner's Court meeting with the following options:**

**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). Receive and file bids for Invitation for Bid (IFB 26- 017/MR) Re-Bid Jefferson County Sheriff's Office Purchase of Used Airplane and Trade or Sale of 1974 Mitsubishi MU2/J Airplane.

SEE ATTACHMENTS ON PAGES 11 - 197

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

(b). Consider and approve, ratify, execute, receive and file Job Order Contract (JOC 26-022/DC) with Belfor Property Restoration for Annex 1 roofing replacement in the amount of $547,878.03; in accordance with Buy Board Contract 780-25. Funding through property and claims insurance due to hail damage.

SEE ATTACHMENTS ON PAGES 198 - 208

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

(c). Consider and approve, ratify, execute, receive and file Job Order Contract (JOC 26-023/DC) with Belfor Property Restoration for Annex 2 roofing replacement in the amount of $464,641.07; in accordance with Buy Board Contract 780-25. Funding through property and claims insurance due to hail damage.

SEE ATTACHMENTS ON PAGES 209 - 219

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

(d). Consider and approve award, execute, receive and file contract for Request for Statements of Qualifications (RFQ 25-046/MR) Airport Engineering Consulting; pursuant to Chapter 262 Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-327 with Garver, LLC.

SEE ATTACHMENTS ON PAGES 220 - 334

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

(e). Consider and approve, execute, receive and file Amendment No. 1 (one) to contract (RFP 24-034/MR) Professional Grant Writing & Management Services for Texas Department of Agriculture (TDA) Texas Community Development Block Grant (TxCDBG) (Community Development 2025-2026 Fund); pursuant to Chapter 262 Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327 with GrantWorks, Inc. This amendment will reduce the Consultant Base Fee $6,750.00 to reflect the budget for Jefferson County's TDA CDBG Agreement No. CDV25-0183 bringing the total from $66,750.00 down to $60,000.00.

SEE ATTACHMENTS ON PAGES 335 - 336

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

## COUNTY AUDITOR:

(a). Consider and approve budget transfer – Road & Bridge Pct. 1 – additional cost for zero turn mower.

SEE ATTACHMENTS ON PAGES 337 - 343

| | | | |
|---|---|---|---|
| 111-0109-431-6011 | ROAD MACHINERY | $7,467.00 | |
| 111-0102-431-3099 | MISCELLANEOUS SUPPLIES | | $7,467.00 |

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

(b). Consider and approve budget transfer – Port Arthur Maintenance – purchase of air compressor.

SEE ATTACHMENTS ON PAGES 344 - 344

| | | | |
|---|---|---|---|
| 120-6084-416-3084 | MINOR EQUIPMENT | $1,000.00 | |
| 120-6084-416-4009 | BUILDINGS AND GROUNDS | | $1,000.00 |

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

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

SEE ATTACHMENTS ON PAGES 345 - 345

| | | | |
|---|---|---|---|
| 114-0405-431-4018 | ROAD MACHINERY | $15,000.00 | |
| 114-0402-431-3079 | CRUSHED STONE | | $15,000.00 |

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

(d).Receive and file closing transcript for the partial bond defeasance of the Certificates of Obligation Bond Series 2019.

SEE ATTACHMENTS ON PAGES 346 - 581

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

(e).Regular County Bills – Check #538438 through check #538653.

SEE ATTACHMENTS ON PAGES 582 - 589

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

## COUNTY AGRILIFE EXTENSION:

(a).Consider and possible approve a proclamation for Master Gardeners National Appreciation Week.

SEE ATTACHMENTS ON PAGES 590 - 590

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

## COUNTY COMMISSIONERS:

(a).Receive and file Statement of Officer and Oath of Office for Commissioners Frank R. Rose and Joel Levingston for Jefferson County Drainage District No. 3.

SEE ATTACHMENTS ON PAGES 591 - 594

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

## TAX OFFICE:

(a).Consider and possibly approve a resolution to allow sale of property purchased by Jefferson County pursuant to Section 34.05(a), Texas Property Code.

SEE ATTACHMENTS ON PAGES 595 - 598

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

## CRIMINAL DISTRICT COURT:

(a).Receive and file Designation of Magistrate by Criminal District Court.

SEE ATTACHMENTS ON PAGES 599 - 599

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

## ENGINEERING DEPARTMENT:

(a).Consider and possibly approve a Replat of Lots 3 & 4 Nashland Estates, Minor Plat of Nashland Estates CF No. 2023013461, Official Public Records of Real Property, Jefferson County, Texas and a 0.9354 Acre Tract into Lot 3A Nashland Estates, a subdivision out of and a part of Sophia Dean Survey, Abstract No. 16, Jefferson County, Texas. This subdivision is located on North China Road in Precinct No. 1. This subdivision is not in an ETJ and has met all of Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 600 - 600

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

(b). Consider and possibly approve Tracts 36-A & 36-B: 1.185 Acres of Land, Replat of Part of Lot 36, Shamrock Acres, Jefferson County Texas. This replat is located on South Killarney Drive in Precinct #2. This replat is located in the City of Port Arthur ETJ and has met all of City of Port Arthur and Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 601 - 601

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

(c). Execute, receive and file Utility Permit 02-U-26 between Jefferson County and AT&T Fiber Optic, for the purpose of distribution of fiber optic cable along Still Water Drive and West Park Ave. This project is located in Jefferson County in Precinct 2.

SEE ATTACHMENTS ON PAGES 602 - 614

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

## OTHER BUSINESS:

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

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

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

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

## Special, April 21, 2026

There being no further business to come before the Court at this time, same is now here adjourned on this date, April 21, 2026.

**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**

March 17, 2026

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 26-017/MR) Re-Bid Jefferson County Sheriff's Office Purchase of Used Airplane and Trade or Sale of 1974 Mitsubishi MU2/J Airplane.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.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 Purchasing Department (1st 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:** | **Re-Bid Jefferson County Sheriff's Office Purchase of Used Airplane and Trade or Sale of 1974 Mitsubishi MU2/J Airplane** |
| **BID NUMBER:** | **IFB 26-017/MR** |
| **DUE BY TIME/DATE:** | **11:00 AM CT, Wednesday, April 15, 2026** |
| **MAIL OR DELIVER TO:** | **Jefferson County Purchasing Department**<br>**1149 Pearl Street, 1st Floor**<br>**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@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffersoncountytx.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 Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

**PUBLISH:**

**The Examiner:**
March 19, 2026 & March 26, 2026

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**BID SUBMISSIONS:**

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet (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://jeffersoncountytx.gov/Purchasing/

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

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

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

### 1. BIDDING.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.16 GENERAL BID BOND/SURETY REQUIREMENTS.**
Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

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

**1.18 RESPONSIVENESS.**
A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered

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

**1.19 RESPONSIBLE STANDING OF BIDDER.**

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

**1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.**

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

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

**1.21 PUBLIC BID OPENING.**

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

**2. PERFORMANCE.**

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

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

**2.2 AGE AND MANUFACTURE.**

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

**2.3 DELIVERY LOCATION.**

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

**2.4 DELIVERY SCHEDULE.**

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

**2.5 DELIVERY CHARGES.**

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to

perform contract are to be included in the bid price.

**2.6 INSTALLATION CHARGES.**

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

**2.7 OPERATING INSTRUCTIONS AND TRAINING.**

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

**2.8 STORAGE.**

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

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

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

**2.10 OSHA.**

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

**2.11 PATENTS AND COPYRIGHTS.**

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

**2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.**

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

**2.13 ACCEPTABILITY.**

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

**2.14 MAINTENANCE.**

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost

will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

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

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

## 3. PURCHASE ORDERS AND PAYMENT.

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

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

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

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

## 4. CONTRACT.

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

**4.2 CHANGE ORDER.**
No different or additional terms will become part of this contract with the exception of a change order. No oral

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

**4.3 PRICE RE-DETERIMINATION.**

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 a 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://jeffersoncountytx.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.**

N/A

## 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 |
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| >$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."<br><br>41 CFR 60-1.4 Equal opportunity clause.<br><br>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:<br><br>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any | 2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b) |

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

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

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

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

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

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

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

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| | primary responsibility for securing compliance.<br><br>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.<br><br>**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.**<br><br>When required, prime construction contracts over $2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.<br><br>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 | 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 |

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| | all applicable contractors must include these provisions in full in any subcontracts.<br><br>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.<br><br>Applicability<br>**This required contract provision applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work. These requirements *do not* apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**<br><br>Required Language<br>Compliance with the Contract Work Hours and Safety Standards Act.<br>1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.<br>2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of<br>$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty | 2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5 |

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| | hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.<br>3. *Withholding for unpaid wages and liquidated damages.* The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may 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.<br>4. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through<br>(4) of this section.<br><br>**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.**<br><br>Suggested Language<br>Further Compliance with the Contract Work Hours and Safety Standards Act.<br><br>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.<br><br>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 | 2 CFR 200 APPENDIX II (F); Funding Agreement; definition found |

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| | 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.<br><br>**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.** | under 37 C.F.R. § 401.2(a). |
| >$150,000 | Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders 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).<br><br>Suggested Language:<br><br>Clean Air Act<br><br>The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*<br><br>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.<br><br>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.<br><br>Federal Water Pollution Control Act<br>The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*<br><br>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.<br><br>The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance | 2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§ 1251-1387 |

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| | provided by FEMA. | |
| >$25,000 | Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.<br><br>The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.<br><br>Suggested Language:<br>Suspension and Debarment<br>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).<br><br>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.<br><br>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.<br><br>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. | 2 CFR 200 APPENDIX II (H); 2 C.F.R. Part 180 (Implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of 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.<br><br>**If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000.**<br><br>Required Certification:<br>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 |

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| | | 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.<br>Suggested Language:<br>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—<br><br>Competitively within a timeframe providing for compliance with the contract performance schedule;<br><br>Meeting contract performance requirements; or<br><br>At a reasonable price.<br><br>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.<br><br>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 | *§135.38 Section 3 clause*<br>*All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):*<br><br>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,<br>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.<br><br>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 | |

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| | 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.<br><br>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.<br><br>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.<br><br>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.<br><br>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.<br><br>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 | 2 CFR 200.216 |

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| | 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:<br><br>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:<br><br>(1) Procure or obtain;<br>(2) Extend or renew a contract to procure or obtain; or<br>(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).<br><br>(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).<br>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.<br>(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.<br><br>(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.<br><br>(c) See Public Law 115-232, section 889 for additional information.<br><br>(d) See also § 200.471. | |
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| 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 | 2 CFR 200.336 |

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| | practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable. | |
| None; All FEMA declarations and awards issued on or after November 12, 2020. | Suggested Language:<br>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.<br><br>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.<br>(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.<br>(b) Such consideration means:<br>(1) These business types are included on solicitation lists;<br>(2) These business types are solicited whenever they are deemed eligible as potential sources;<br>(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;<br>(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;<br>(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and<br>(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:<br><br>(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 | 2 CFR 200.334; and 200.337 |

audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* 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) *If not submitted for negotiation.* 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.

Suggested Language for All Procurements:

a. The Contractor agrees to provide (insert non-federal entity), the Texas Division of Emergency Management (TDEM), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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| | d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (Insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States. | |
| None | CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental Corporation may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the U.S. Department of Treasury under Executive Order 13224.The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 8 U.S.C.1189(a)(1) of the United States Code. | United States Code 19 U.S.C. 2511 |
| >$100,000 | PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:<br>(1) is between a governmental entity and a company with 10 or more full-time employees; and<br>(2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.<br>(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:<br>(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.<br>Suggested Language:<br>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 *Violence Against Women Act Reauthorization of 2022*, 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:

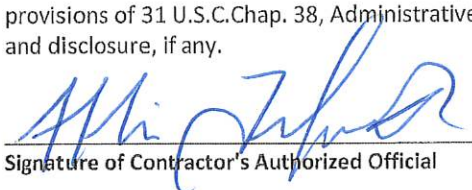
1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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 Albin Judice, IV 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**

Albin Judice, IV, individual

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

April 14, 2026

**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://acguisition.gov/far/index.html see section 52.209-6.

The Contractor Albin Judice, IV 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**

Albin Judice, IV, individual

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

Aprl 14, 2026

**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:

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

Albin Judice, IV, individual

Name and Title of Contractor's Authorized Official

April 14, 2026

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 Copy; 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://jeffersoncountytx.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 of 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, April 15, 2026.**

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 (2026):**

January 1, 2026 (Thursday) - New Year's
January 19 (Monday) - Martin Luther King, Jr. Day
April 3 (Friday) - Good Friday
May 25 (Monday) - Memorial Day
June 19 (Friday) - Juneteenth
July 3 Observed (Friday) - Independence Day
September 7 (Monday) - Labor Day
November 11 (Wednesday) - Veteran's Day
November 26 & 27 (Thursday & Friday) - Thanksgiving
December 24 & 25 (Thursday & Friday) Christmas

**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@jeffersoncountytx.gov. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: deb.clark@jeffersoncountytx.gov. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Monday, March 30, 2026.

## 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.**

An official website of the United States government Here's

**Revolutionary FAR Overhaul Impacts to SA**
**Show Details**
*Aug 15, 2025*

**Records Retention Policy Impacts Old SAM Registration Data**
**Show Details**
*May 21, 2025*

SAM.GOV®



< **Profile**

## Account Details

Roles

Followed Records

Email Settings

Terms of Use

# AJ Albin Judice

## Account Details

First Name
**Albin**

Last Name
**Judice**

Update

# Public API Keys

Public application programming interface (AF
available APIs on SAM.gov

SAM-e7db193b-1271-4531-827b-9b656ad7a

*Expires in **89 days***

Remove API Key

# Deactivate Account

If you deactivate your account, you will not b
saved searches, followed records, or other ac

saved searches, followed records, or other ac
permanently inaccessible and you will need t

**Deactivate Account**

## Our Website

About This Site

Our Community

Release Notes

Release Notes

System Alerts

**Policies**

Terms of Use

Privacy Policy

Restricted Data Use

Freedom of Information Act

Accessibility

⚠ **WARNING**

This is a U.S. General Services Administration I
**OFFICIAL USE ONLY."** This system is subject t
activities are subject to disciplinary action inc

This system contains Controlled Unclassified I
disposing of this information are required to p
Order CIO 2103.2 CUI Policy.

SAM.gov

An official website of the U.S. Genera

**5. FORM 1295 (Texas Ethics Commission) SUBMISSSION 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.<br>Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | OFFICE USE ONLY |
|---|---|

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

**VENDOR:ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE**

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

**JEFFERSON COUNTY, TEXAS**

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

**VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE.**

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| **VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.** | | X | |
| | | | |
| **VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.** | | | X |
| | | | |
| | | | |
| | | | |
| | | | |

5 Check only if there is NO Interested Party. **CHECK BELOW IF APPLICABLE** ☐

6 UNSWORN DECLARATION **VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.**

My name is _____, and my date of birth is _____

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

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

Must file online at www.ethics.state.tx.us/File

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

N/A Individual Bidder

**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.

N/A

## BIDDER INFORMATION FORM

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

**Bid Number & Name:** (IFB 26-017/MR) Re-Bid Jefferson County Sheriff's Office Purchase of Used Airplane and Trade or Sale of 1974 Mitsubishi MU2/J Airplane

**Bidder's Company/Business Name:** Albin Judice, IV, individual

**Bidder's TAX ID Number:** N/A

***If Applicable*:** **HUB Vendor No.** N/A **DBE Vendor No.** N/A

**Contact Person:** Albin Judice, IV **Title:** Individual

**Phone Number (with area code):** 409-540-0935

**Alternate Phone Number if available (with area code):** N/A

**Fax Number (with area code):** N/A

**Email Address:** crawfish14@yahoo.com

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

3600 Nederland Ave.
Address

Nederland, Texas 77627
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@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 26-017/MR.

**4.1 Scope of Project:**

Jefferson County is soliciting bids for a used airplane for our Sheriff's Office. The airplane furnished under these specifications shall be of good quality workmanship and material. All airplanes offered under this Specification shall meet or exceed the Required Features specified below.

**4.2 Specifications:**

The Sheriff's Office is seeking a used King Air 90, King Air C90GTI, King Air C90A airplane or equivalent. The airplane should be a year 1991 model or newer. Garmin avionics equipment is preferred or an approved equivalent. The airplane should have less than 9,000 frame hours.

The Sheriff's Office is also seeking an optional engine upgrade on the plane being purchased. The engines must be new and of good quality workmanship and materials. The cost of replacement engine vibration mounts and remarking of the existing engine gauges to support the new engines shall be included. The engines must be installed in accordance with manufacturer specifications and in accordance with all Federal, State and local laws. All certifications required by law must be submitted with the vendors' bid proposal. The bid price for the replacement of the engines shall include all labor, material and shipping cost for the removal of existing engines and installation of new engines. Manufacturer information including specifications and warranty information on parts and service of the replacement engines must be included in bid proposal.

The Sheriff's Office is also seeking an optional propeller upgrade on the plane being purchased. The propellers must be new and of good quality workmanship and materials.. The propellers must be installed in accordance with manufacturer specifications and in accordance with all Federal, State and local laws. All certifications required by law must be submitted with the vendors' bid proposal. The bid price for the replacement of the propellers shall include all labor, material and shipping cost for the removal of existing propellers and installation of new propellers. Manufacturer information including specifications and warranty information on parts and service of the replacement propellers must be included in bid proposal.

**4.3 Approved Equivalent Items:**

The specifications shown are intended to define the level of quality, performance and features only. Products offered shall be of equivalent dimensions, performance and features or better. The brand name product listed is not required. All bidders bidding equivalent items shall submit an itemized comparison documenting equivalence for quality, performance and features of the products offered, as well as the complete manufacturer specifications.

Field demonstrations may be requested by Jefferson County prior to, and/or during bid evaluation. Demonstrations must be available at a location in the Jefferson County area without cost to the County unless the County approves alternate location.

**4.4 Minimum Requirements:** A copy of the manufacturer specifications, airplane description including, year, make, model, and full warranty terms for airframe, engine and propeller must be included with the bid submission. Bidders may submit more than one airplane for bid. Include all required information on each airplane submitted.

Include the following records with the bid submission.

- Last major overhaul date
- Time on engines
- Time on propellers
- Avionics equipment brand
- Air frame hours
- Photographs of airplane to include interior, cockpit, exterior, engines and propellers.
- Tail Number

Delivery time shall be part of the bid proposal and a factor in evaluation of each bid. Failure to honor stated delivery times could result in termination of the contract.

The airplane shall be completely assembled, adjusted and all equipment, including standard and supplemental equipment, installed and the airplane made ready for continuous operation upon delivery. All parts not specifically mentioned which are necessary for the unit to be complete shall be furnished by the successful bidder. All parts shall conform in strength, quality and workmanship to the accepted standard for the industry. The airplane shall meet or exceed all Federal and State of Texas regulations.

Successful bidder must have an Aircraft Dealer Registration Number with the Federal Aviation Administration or broker license. This number must be provided on the Bid Form.

Do not place decals or other markings of any type pertaining to advertisement other than trademarks or model designation normally installed by manufacturer on equipment delivered. The airplane shall have an Aircraft Registration and Aircraft Bill of Sale upon delivery.

Jefferson County does not guarantee that all models shown or a specific volume will be awarded a contract.

**Trade In or Sale Option**

Jefferson County has a 1974 Mitsubishi MU2/J eight-seater airplane that we would like to trade in with the purchase of the airplane supplied in this Invitation for Bid or sold. The following is the information on the airplane we want to trade in or sell.

Serial Number: 610

Tail Number: N601SD

Hours: Airframe Total time (AFTT): Approximately 14000

Hours: Engine 1: TPE 331-10V-511
Total Time: 10385
Engine Time Since Overhaul (TSO): 4690.8
Remaining: 2309.6
Hot Section: 2140.2 Remaining
Cycles 10240

Hours: Engine 2: TPE 331-10V-511
Total Time: 14236.1
Engine 2 Time Since Overhaul (TSO): 4690.8
Remaining: 2309.6
Hot Section: Engine 13,508

Hours: Propellers Since Major Overhaul (SMOH): Approximately 205.6 DATE 12/2023

Hours: Propellers Since Major Overhaul (SMOH): Approximately 205.2 DATE 12/2023

Equipment
Garmin g600
GTN750
GTN650
ADSB IN/OUT
AUTOPILOT BENDIX MD4

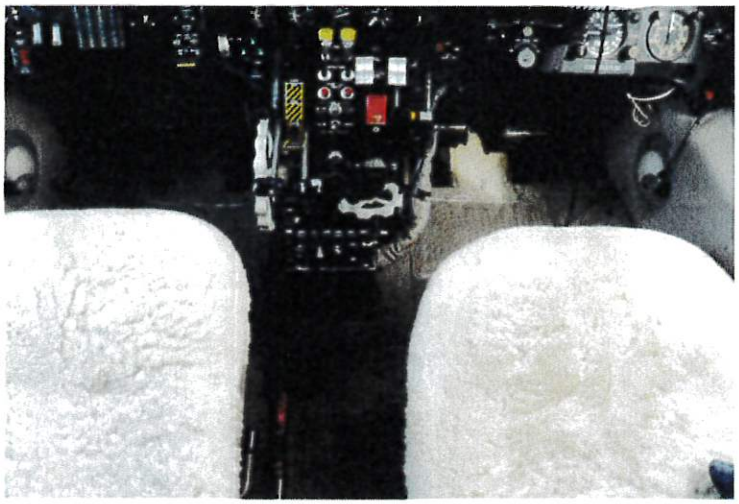
The airplane is not flyable at this time. It needs propeller pin on the left engine and diagnostic on right engine. The right engine loses torque at 2%X3 seconds. The prop governor most likely needs work. Both engines will start and run.

This airplane will be sold "as is". Contact Alejandro Cantarini at 409-540-0894 or via email at: Alejandro.cantarini@jeffersoncountytx.gov to view the airplane. This is an option on the "Bid Form" for the bidder and is not required. Purchaser is responsible for transportation of airplane. Photos of the 1974 Mitsubishi MU2/J airplane are included below.

## Photos of airplane to be traded.

N601SD

N601SD



## 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): None, _____, _____, _____.

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

Albin Judice, IV, individual
Company Name

3600 Nederland Ave.
Address

Nederland, Texas 77627
City State Zip

Signature of Person Authorized to Sign

Albin Judice III
Printed Name

Individual
Title

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

Albin Judice, IV, individual
Name & Title

409-540-0935 N/A
Phone Fax

crawfish14@yahoo.com
E-mail

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

## ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Jefferson County Sheriff's Office Used Airplane and Trade or Sale of 1974 Mitsubishi MU2/J Airplane

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 26-017/MR, Re-Bid Jefferson County Sheriff's Office Used Airplane and Trade or Sale of 1974 Mitsubishi MU2/J Airplane. 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.**

N/A

## BID FORM

Bidders may submit more than one airplane option. Complete this form for all airplanes submitted.

| Item No. | Item Description | Description | Bid Price (Must include all costs of purchase and delivery) | Projected Delivery Time from Date of Purchase |
|---|---|---|---|---|
| 1 | Used King Air 90/ King Air C90GTI King Air C90A or Equivalent | N/A | N/A | N/A |
| 2 | Trade in Amount for 1974 Mitsubishi MU2/J | N/A | | N/A |
| 3 | Complete Cost for Removal of Existing Engines and Installation of New Engines. (All labor, transportation, parts & delivery cost must be included) | N/A | N/A | N/A |
| 4 | Complete Cost for Removal of Existing Propellers and Installation of New Propellers. (All labor, transportation, parts & delivery cost must be included) | N/A | N/A | N/A |
| 5 | Aircraft Dealer Registration Number with the Federal Aviation Administration | N/A | | |
| 6 | Purchase Amount for 1974 Mitsubishi MU2/J | N/A | $1,000.00 | upon signing of contract |

**BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):**

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

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

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

## VENDOR REFERENCES FORM

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

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

**REFERENCE ONE**

Government/Company Name: N/A

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

**REFERENCE TWO**

Government/Company Name: N/A

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

**REFERENCE THREE**

Government/Company Name: N/A

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

## SIGNATURE PAGE

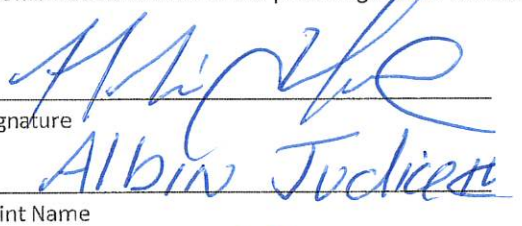
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the 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.

| | |
|---|---|
| Albin Judice, IV, individual |  |
| Bidder (Entity Name) | Signature |
| 3600 Nederland Ave. | Albin Judice IV |
| Street & Mailing Address | Print Name |
| Nederland, Texas 77627 | 4-14-26 |
| City, State & Zip | Date Signed |
| 409-540-0935 | N/A |
| Telephone Number | Fax Number |
| crawfish14@yahoo.com | |
| 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**

Albin Judice, IV, individual

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

Aprl 14, 2026

**Date**

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

## CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Albin Judice, IV, individual

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.

N/A - bidder does has no employment or business relationship with any Jefferson County officer or employee as described by Sec.176.00 (1-a), Local Government.

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.

None - no such relationship exists.

4

Signature of vendor doing business with the governmental entity

4-14-26

Date

Adopted 8/7/2015

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

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

### LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with vendor named in item 3

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(3), 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 contract 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.**

Albin Judice, IV
Printed Name of Authorized Representative

Signature

Individual
Title

4-14-26
Date

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



Explanation for items answered No: Not applicable - no subcontractors are being utilized for this contract. All contract performance will be by the prime contractor.

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

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

**Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.**

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

Contractor Name: Albin Judice, IV HUB: ☐ Yes ☑ No

Address: 3600 Nederland Ave. Nederland, Texas 77627
Street City State Zip

Phone (with area code): 409-540-0935 Fax (with area code): N/A

Project Title & No.: IFB 26-01/MR - Re-Bid JeffCo Sheriff's Office Purchase of Used Airplane

Prime Contract Amount: $ N/A

HUB Subcontractor Name: Not applicable - no subcontractors will be utilized for this contract

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: _____

| Albin Judice, IV, individual | | 4-14-26 |
|---|---|---|
| Printed Name of Contractor Representative | Signature of Representative | Date |
| N/A | N/A | N/A |
| Printed Name of HUB | Signature of Representative | Date |

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

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

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

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
## SUCONTRACTING PARTICIPATION DECLARATION FORM



Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Prime Contractor: Albin Judice, IV HUB: ☐ Yes ☑ No

HUB Status (Gender & Ethnicity): N/A

Address: 3600 Nederland Ave. Nederland, Texas 77627
Street City State Zip

Phone (with area code): 409-540-0935 Fax (with area code): N/A

Project Title & No.: IFB 26-017/MR IFB/RFP No.: IFB 26-017/MR

Total Contract: $ N/A Total HUB Subcontract(s): $ 0

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

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

FOR HUB OFFICE USE ONLY:

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

### PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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



### HUB Subcontractor Disclosure

**PART I: Continuation Sheet (Duplicate as Needed)**

HUB Subcontractor Name: Not applicable - Bidder is not utilizing any HUB subcontractors or subconsultants

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

---

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

---

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

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

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
## SUCONTRACTING PARTICIPATION DECLARATION FORM



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

**Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.**

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

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

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

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

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

Not applicable - Bidder is not utilizing any subcontractors (HUB or non-HUB). All contract performance will be by the prime contractor, Albin Judice, IV.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

---

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

---

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

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



Subcontractor Name: Albin Judice, IV

Address: 3600 Nederland Ave. Nederland, Texas 77627
Street City State Zip

Contact person: Albin Judice, IV Title: individual

Phone (with area code): 409-540-0935 Fax (with area code): N/A

Proposed Subcontract Amount: $ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed:

Subcontractor Name:

Address:
Street City State Zip

Contact person: Title:

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

Proposed Subcontract Amount: $ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed:

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

Name (print or type):

Title:

Signature:

Date:

E-mail address:

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

Name (print or type): Albin Judice, IV

Title: individual

Date: 409-540-0935

E-mail address: crawfish14@yahoo.com

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

## RESIDENCE CERTIFICATION/TAX FORM

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

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that Albin Judice, IV, individual [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that N/A [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.): | SSN: N/A 467-93-8628 |
| Company Name submitting bid/proposal: | Albin Judice, IV, individual |
| Mailing address: | 3600 Nederland Ave. Nederland, Texas 77627 |
| If you are an individual, list the names and addresses of any partnership of which you are a general partner: Albin Judice, IV (individual - no partnerships). | |

**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, Albin Judice, IV, the undersigned representative of (company or business name) Albin Judice, IV (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

4-14-26
Date

On this 14 day of April, 2024, personally appeared

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

Notary Seal

Madeleine Karol Daws
**Notary Signature**

4-14-26
**Date**

MADELEINE KAROL DAWS
My Notary ID # 134658388
Expires November 28, 2027

**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 Texas COUNTY OF Jefferson

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

on this day personally appeared Albin Judice (name), who

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

"I, Albin Judice, IV (name) am a duly authorized officer of/agent

for Albin Judice, IV (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Albin Judice, IV (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: Albin Judice, IV

3600 Nederland Ave., Nederland, Texas 77627

Fax: N/A Telephone# 409-540-0935

by: Albin Judice (print name) Title: individual

Signature:

SUBSCRIBED AND SWORN to before me by the above-named

Albin Judice on

this the 14 day of April, 2024.

Madeleine Karol Daws

Notary Public in and for

the State of Texas

MADELEINE KAROL DAWS
My Notary ID # 134658388
Expires November 28, 2027

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

# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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


**LEGAL NOTICE**
**Advertisement for Invitation for Bids**

Type text here March 17, 2026
Faye

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 26-017/MR) Re-Bid Jefferson County Sheriff's Office Purchase of Used Airplane and Trade or Sale of 1974 Mitsubishi MU2/J Airplane.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

N2A
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 Purchasing Department (1st 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:** | **Re-Bid Jefferson County Sheriff's Office Purchase of Used Airplane and Trade or Sale of 1974 Mitsubishi MU2/J Airplane** |
| **BID NUMBER:** | **IFB 26-017/MR** |
| **DUE BY TIME/DATE:** | **11:00 AM CT, Wednesday, April 15, 2026** |
| **MAIL OR DELIVER TO:** | **Jefferson County Purchasing Department**<br>**1149 Pearl Street, 1st Floor**<br>**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@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffersoncountytx.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 Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

**PUBLISH:**

**The Examiner:**
March 19, 2026 & March 26, 2026

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**BID SUBMISSIONS:**

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet (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://jeffersoncountytx.gov/Purchasing/

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

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

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

### 1. BIDDING.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.16 GENERAL BID BOND/SURETY REQUIREMENTS.**
Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

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

**1.18 RESPONSIVENESS.**
A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered

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

**1.19 RESPONSIBLE STANDING OF BIDDER.**

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

**1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.**

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

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

**1.21 PUBLIC BID OPENING.**

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

**2. PERFORMANCE.**

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

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

**2.2 AGE AND MANUFACTURE.**

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

**2.3 DELIVERY LOCATION.**

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

**2.4 DELIVERY SCHEDULE.**

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

**2.5 DELIVERY CHARGES.**

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to

perform contract are to be included in the bid price.

**2.6 INSTALLATION CHARGES.**

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

**2.7 OPERATING INSTRUCTIONS AND TRAINING.**

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

**2.8 STORAGE.**

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

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

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

**2.10 OSHA.**

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

**2.11 PATENTS AND COPYRIGHTS.**

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

**2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.**

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

**2.13 ACCEPTABILITY.**

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

**2.14 MAINTENANCE.**

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost

will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**2.15 MATERIAL SAFETY DATA SHEETS.**

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

**2.16 EVALUATION.**

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

**3. PURCHASE ORDERS AND PAYMENT.**

**3.1 PURCHASE ORDERS.**

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

**3.2 INVOICES.**

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

**3.3 PROMPT PAYMENT.**

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

**3.4 FUNDING.**

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

**4. CONTRACT.**

**4.1 CONTRACT DEFINITION.**

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

**4.2 CHANGE ORDER.**

No different or additional terms will become part of this contract with the exception of a change order. No oral

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

**4.3 PRICE RE-DETERIMINATION.**

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 <u>may not</u> 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 a 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://jeffersoncountytx.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.**

N/A

## 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 |
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| >$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."<br><br>41 CFR 60-1.4 Equal opportunity clause.<br><br>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:<br><br>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any | 2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b) |

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

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

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

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

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

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

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

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| | primary responsibility for securing compliance.<br><br>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.<br><br>**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.** | 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 |
| | When required, prime construction contracts over $2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.<br><br>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 | |

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| | all applicable contractors must include these provisions in full in any subcontracts.<br><br>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.<br><br>**Applicability**<br>**This required contract provision applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work. These requirements *do not* apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**<br><br>Required Language<br>Compliance with the Contract Work Hours and Safety Standards Act.<br>1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.<br>2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of<br>$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty | 2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5 |

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| | hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.<br>3. *Withholding for unpaid wages and liquidated damages.* The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may 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.<br>4. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through<br>(4) of this section.<br><br>**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.**<br><br>Suggested Language<br>Further Compliance with the Contract Work Hours and Safety Standards Act.<br><br>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.<br><br>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 | 2 CFR 200 APPENDIX II (F); Funding Agreement; definition found |

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| | 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.<br><br>**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.** | under 37 C.F.R. § 401.2(a). |
| >$150,000 | Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders 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).<br><br>Suggested Language:<br><br>Clean Air Act<br><br>The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*<br><br>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.<br><br>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.<br><br>Federal Water Pollution Control Act<br>The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*<br><br>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.<br><br>The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance | 2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§ 1251-1387 |

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| | provided by FEMA. | |
| >$25,000 | Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.<br><br>The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.<br><br>Suggested Language:<br>Suspension and Debarment<br>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).<br><br>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.<br><br>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.<br><br>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. | 2 CFR 200 APPENDIX II (H); 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of 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.<br><br>**If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000.**<br><br>Required Certification:<br>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 |

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| | | 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.<br>Suggested Language:<br>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—<br><br>Competitively within a timeframe providing for compliance with the contract performance schedule;<br><br>Meeting contract performance requirements; or<br><br>At a reasonable price.<br><br>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.<br><br>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 | *§135.38 Section 3 clause*<br>*All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):*<br><br>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,<br>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.<br><br>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 | |

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| | 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.<br><br>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.<br><br>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.<br><br>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.<br><br>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.<br><br>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 | 2 CFR 200.216 |

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| | 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:<br><br>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:<br><br>(1) Procure or obtain;<br>(2) Extend or renew a contract to procure or obtain; or<br>(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).<br><br>(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).<br>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.<br>(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.<br><br>(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.<br><br>(c) See Public Law 115-232, section 889 for additional information.<br><br>(d) See also § 200.471. | |
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| 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 | 2 CFR 200.336 |

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| | practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable. | |
| None; All FEMA declarations and awards issued on or after November 12, 2020. | Suggested Language:<br>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.<br><br>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.<br>(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.<br>(b) Such consideration means:<br>(1) These business types are included on solicitation lists;<br>(2) These business types are solicited whenever they are deemed eligible as potential sources;<br>(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;<br>(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;<br>(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and<br>(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:<br><br>(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 | 2 CFR 200.334; and 200.337 |

audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* 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) *If not submitted for negotiation.* 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.

Suggested Language for All Procurements:

a. The Contractor agrees to provide (insert non-federal entity), the Texas Division of Emergency Management (TDEM), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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| | d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States. | |
| None | CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental Corporation may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the U.S. Department of Treasury under Executive Order 13224.The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 8 U.S.C.1189(a)(1) of the United States Code. | United States Code 19 U.S.C. 2511 |
| >$100,000 | PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:<br>(1) is between a governmental entity and a company with 10 or more full-time employees; and<br>(2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.<br>(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:<br>(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.<br>Suggested Language:<br>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 *Violence Against Women Act Reauthorization of 2022*, 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 Northern Jet Sales, LLC 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.

Ronald Northern

**Signature of Contractor's Authorized Official**

Ronald Northern, Member

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

April 10, 2026

**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://acguisition.qov/far/index.html see section 52.209-6.

The Contractor Northern Jet Sales, LLC ~~northern Jket~~ Sales, LLC 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.

Ronald Northern

**Signature of Contractor's Authorized Official**

Ronald northern, Member

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

April 10, 2026

**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:

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.

Ronald Northern

**Signature of Contractor's Authorized Official**

Ronald Northern, Member

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

April 10, 2026

**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 Copy; 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://jeffersoncountytx.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 of 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, April 15, 2026.**

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 (2026):**

January 1, 2026 (Thursday) - New Year's
January 19 (Monday) - Martin Luther King, Jr. Day
April 3 (Friday) - Good Friday
May 25 (Monday) - Memorial Day
June 19 (Friday) - Juneteenth
July 3 Observed (Friday) - Independence Day
September 7 (Monday) - Labor Day
November 11 (Wednesday) - Veteran's Day
November 26 & 27 (Thursday & Friday) - Thanksgiving
December 24 & 25 (Thursday & Friday) Christmas

**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@jeffersoncountytx.gov. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: deb.clark@jeffersoncountytx.gov. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Monday, March 30, 2026.

**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.**

Type text here

# Check Entity Status

This tool allows you to check the status of your entity.

(•) Search by Unique Entity ID/CAGE ( ) Search entities pending Unique Entity ID assignment

**Non-federal users:** You may only check the status of entities linked to your SAM.gov account.

**Unique Entity ID**

VFPLNXKKFCR2 ×

**CAGE Code**

Reset Search

## More About the Entity Status Tracker

+ Getting Started with Registration
+ Entity Status Guide
+ Legend
+ What if my entity fails TIN validation?
+ What if my entity fails CAGE validation?
+ More Help

## Entity Information

NORTHERN JET SALES, LLC • Submitted Registration

Unique Entity ID
**VFPLNXKKFCR2**

You submitted your registration on 2026-04-10. The IRS validated your taxpayer information. CAGE is assigning or reviewing your CAGE code. This can take up to 10 business days. We will send you an email when the review is complete.

The entire registration process will take up to 12 business days to complete. The Federal Service Desk cannot provide further information about your registration unless at least 12 business days have passed since you submitted your registration.

| Validate Entity | Get Unique Entity ID | Core Data | Assertions | Reps & Certs | POCs | Submit | Processing | Active |
|---|---|---|---|---|---|---|---|---|
| Completed | Completed | Not Complete | Completed | Completed | Completed | Completed | In Progress | Not Complete |

**5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.**
All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

**1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.**
*Vendors must enter the required information on Form 1295, and print a copy of the completed form.*
*The form will include a certification of filing that will contain a unique certification number.*

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

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

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

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

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

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

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

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

**FORM 1295 EXEMPTIONS:**
**What type of contracts are exempt from the Form 1295 filing requirement under the amended law?**
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

**A completed Form 1295 is not required for**:
- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

## SAMPLE COMPLETED FORM 1295

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

**JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.**

### CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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

**OFFICE USE ONLY**

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

**VENDOR:ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE**

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

**JEFFERSON COUNTY, TEXAS**

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

**VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE.**

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| **VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.** | | X | |
| | | | |
| **VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.** | | | X |
| | | | |
| | | | |
| | | | |
| | | | |

5 Check only if there is NO Interested Party. **CHECK BELOW IF APPLICABLE** ☐

6 UNSWORN DECLARATION **VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

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

Must file online at www.ethics.state.tx.us/File

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

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2026-1445940

**Date Filed:**
04/10/2026

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Northern Jet Sales, LLC
Murfreesboro, TN United States

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

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
IFB 26-017/MR
Aircraft Purchase

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Northern Jet Sales, LLC | Murfreesboro, TN United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

My name is Ronald Northern, and my date of birth is September 11, 1946.

My address is 527 NW Chipshot LN, Port St Lucie (city), FL (state), 34986 (zip code), USA (country).

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

Executed in St Lucie County, State of Florida, on the 10 day of April (month), 20 26 (year).

Ronald Northern

Signature of authorized agent of contracting business entity
(Declarant)

**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.

**<u>BIDDER</u>: 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 26-017/MR) Re-Bid Jefferson County Sheriff's Office Purchase of Used Airplane and Trade or Sale of 1974 Mitsubishi MU2/J Airplane

**Bidder's Company/Business Name:** Fayette Northern Jet Sales,LLC

**Bidder's TAX ID Number:** 62-1862196

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

**Contact Person:** Ronald Northern **Title:** Member

**Phone Number (with area code):** 615-405-7925

**Alternate Phone Number if available (with area code):** 615-217-1006

**Fax Number (with area code):** _____

**Email Address:** Ron@njsllc.org

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

527 NW Chipshot LN
Address

Port St Lucie, FL 34986
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@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 26-017/MR.

**4.1 Scope of Project:** Type text here

Jefferson County is soliciting bids for a used airplane for our Sheriff's Office. The airplane furnished under these specifications shall be of good quality workmanship and material. All airplanes offered under this Specification shall meet or exceed the Required Features specified below.

**4.2 Specifications:**

The Sheriff's Office is seeking a used King Air 90, King Air C90GTI, King Air C90A airplane or equivalent. The airplane should be a year 1991 model or newer. Garmin avionics equipment is preferred or an approved equivalent. The airplane should have less than 9,000 frame hours.

The Sheriff's Office is also seeking an optional engine upgrade on the plane being purchased. The engines must be new and of good quality workmanship and materials. The cost of replacement engine vibration mounts and remarking of the existing engine gauges to support the new engines shall be included. The engines must be installed in accordance with manufacturer specifications and in accordance with all Federal, State and local laws. All certifications required by law must be submitted with the vendors' bid proposal. The bid price for the replacement of the engines shall include all labor, material and shipping cost for the removal of existing engines and installation of new engines. Manufacturer information including specifications and warranty information on parts and service of the replacement engines must be included in bid proposal.

The Sheriff's Office is also seeking an optional propeller upgrade on the plane being purchased. The propellers must be new and of good quality workmanship and materials.. The propellers must be installed in accordance with manufacturer specifications and in accordance with all Federal, State and local laws. All certifications required by law must be submitted with the vendors' bid proposal. The bid price for the replacement of the propellers shall include all labor, material and shipping cost for the removal of existing propellers and installation of new propellers. Manufacturer information including specifications and warranty information on parts and service of the replacement propellers must be included in bid proposal.

**4.3 Approved Equivalent Items:**

The specifications shown are intended to define the level of quality, performance and features only. Products offered shall be of equivalent dimensions, performance and features or better. The brand name product listed is not required. All bidders bidding equivalent items shall submit an itemized comparison documenting equivalence for quality, performance and features of the products offered, as well as the complete manufacturer specifications.

Field demonstrations may be requested by Jefferson County prior to, and/or during bid evaluation. Demonstrations must be available at a location in the Jefferson County area without cost to the County unless the County approves alternate location.

**4.4 Minimum Requirements:** A copy of the manufacturer specifications, airplane description including, year, make, model, and full warranty terms for airframe, engine and propeller must be included with the bid submission. Bidders may submit more than one airplane for bid. Include all required information on each airplane submitted.

Include the following records with the bid submission.

- Last major overhaul date
- Time on engines
- Time on propellers
- Avionics equipment brand
- Air frame hours
- Photographs of airplane to include interior, cockpit, exterior, engines and propellers.
- Tail Number

Delivery time shall be part of the bid proposal and a factor in evaluation of each bid. Failure to honor stated delivery times could result in termination of the contract.

The airplane shall be completely assembled, adjusted and all equipment, including standard and supplemental equipment, installed and the airplane made ready for continuous operation upon delivery. All parts not specifically mentioned which are necessary for the unit to be complete shall be furnished by the successful bidder. All parts shall conform in strength, quality and workmanship to the accepted standard for the industry. The airplane shall meet or exceed all Federal and State of Texas regulations.

Successful bidder must have an Aircraft Dealer Registration Number with the Federal Aviation Administration or broker license. This number must be provided on the Bid Form.

Do not place decals or other markings of any type pertaining to advertisement other than trademarks or model designation normally installed by manufacturer on equipment delivered. The airplane shall have an Aircraft Registration and Aircraft Bill of Sale upon delivery.

Jefferson County does not guarantee that all models shown or a specific volume will be awarded a contract.

**Trade In or Sale Option**

Jefferson County has a 1974 Mitsubishi MU2/J eight-seater airplane that we would like to trade in with the purchase of the airplane supplied in this Invitation for Bid or sold. The following is the information on the airplane we want to trade in or sell.

Serial Number: 610

Tail Number: N601SD

Hours: Airframe Total time (AFTT): Approximately 14000

Hours: Engine 1: TPE 331-10V-511
Total Time: 10385
Engine Time Since Overhaul (TSO): 4690.8
Remaining: 2309.6
Hot Section: 2140.2 Remaining
Cycles 10240

Hours: Engine 2: TPE 331-10V-511
Total Time: 14236.1
Engine 2 Time Since Overhaul (TSO): 4690.8
Remaining: 2309.6
Hot Section: Engine 13,508

Hours: Propellers Since Major Overhaul (SMOH): Approximately 205.6 DATE 12/2023

Hours: Propellers Since Major Overhaul (SMOH): Approximately 205.2 DATE 12/2023 Type text here

Faye Type text here

Equipment
Garmin g600
GTN750
GTN650
ADSB IN/OUT
AUTOPILOT BENDIX MD4

The airplane is not flyable at this time. It needs propeller pin on the left engine and diagnostic on right engine. The right engine loses torque at 2%X3 seconds. The prop governor most likely needs work. Both engines will start and run.

This airplane will be sold "as is". Contact Alejandro Cantarini at 409-540-0894 or via email at: Alejandro.cantarini@jeffersoncountytx.gov to view the airplane. This is an option on the "Bid Form" for the bidder and is not required. Purchaser is responsible for transportation of airplane. Photos of the 1974 Mitsubishi MU2/J airplane are included below.

## Photos of airplane to be traded.

N601SD

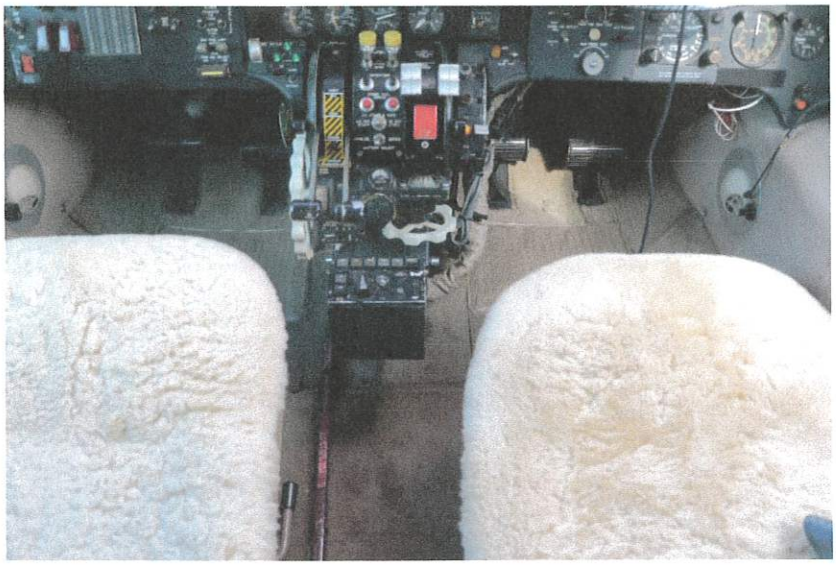
N601SD

FLIGHT SCHOOL

Fayetteville Aviation

N601SD

Type text here
N/AA



## 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): 1 _____, _____, _____, _____.

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

Northern Jet Sales, LLC
Company Name

1798 Irby LN
Address

Murfreesboro, TN 37127
City State Zip

Ronald Northern
Signature of Person Authorized to Sign

Ronald Northern
Printed Name

Member
Title

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

Ronald Northern, Member
Name & Title

615-217-1006
Phone Fax

Ron@njsllc.org
E-mail

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

N/AN/

## ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Jefferson County Sheriff's Office Used Airplane and Trade or Sale of 1974 Mitsubishi MU2/J Airplane

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 26-017/MR, Re-Bid Jefferson County Sheriff's Office Used Airplane and Trade or Sale of 1974 Mitsubishi MU2/J Airplane. 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**

Type text here

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

## BID FORM

Bidders may submit more than one airplane option. Complete this form for all airplanes submitted.

| Item No. | Item Description | Description | Bid Price (Must include all costs of purchase and delivery) | Projected Delivery Time from Date of Purchase |
|---|---|---|---|---|
| 1 | Used King Air 90/ King Air C90GTI King Air C90A or Equivalent | 1993 C90A, G1000, Raisbeck, IRIS Nose Camera, L3<br>See Addendum Specs | $1,300,000 | 30 days |
| 2 | Trade in Amount for 1974 Mitsubishi MU2/J | N/A all spares | $67,736 | N/A |
| 3 | Complete Cost for Removal of Existing Engines and Installation of New Engines. (All labor, transportation, parts & delivery cost must be included) | Blackhawk 135A<br>Installation<br>See Addendum Specs | $1,066,000<br>$45,000 | 45 days |
| 4 | Complete Cost for Removal of Existing Propellers and Installation of New Propellers. (All labor, transportation, parts & delivery cost must be included) | Raisebeck 4 blade<br>As required with 135A<br>HC-D4N-3C/D9390(K) | $139,000 | 45 days |
| 5 | Aircraft Dealer Registration Number with the Federal Aviation Administration | D000602 | | |
| 6 | Purchase Amount for 1974 Mitsubishi MU2/J | N/AAll Spares | $67,736 | N/A |

**BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):**

Addendum 1 yes Date Received 4/10/2026

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

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

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

Northern Jet Sales, LLC

# 1993 King Air C90A

**SN:LJ-1342**

**Total Time :**4,058.9

This exceptional 1993 Beech KA C90A features a recent landing gear overhaul, air-conditioning, and cabin pressurization. Equipped with Garmin G1000, XM weather, L-3 IRIS nose camera, and the Raisebeck Whisper Performance Package.

# Engine

**Left Engine**
Make/Model: Pratt & Whitney PT6A-21
Serial No.: PCE-25726
Time Remaining: 41.1 Hours
TBO: 3600

Hot Section Inspection
Time Remaining: 150.2 Hours

4/12/2026

www.northernjetsales.com 615-217-1006 Cell 615-405-7925

**Right Engine**
Make/Model: Pratt & Whitney PT6A-21
Serial No.: PCE-25728
Time Remaining: 41.1 Hours

Hot Section Inspection
Time Remaining: 150.2 Hours

# Propeller

**Left Propeller**
Make/Model: McCauley 4HFR34C768
Time Remaining: 2,527.5 Hours

**Right Propeller**
Make/Model: McCauley 4HFR34C768
Time Remaining: 2,527.5 Hours

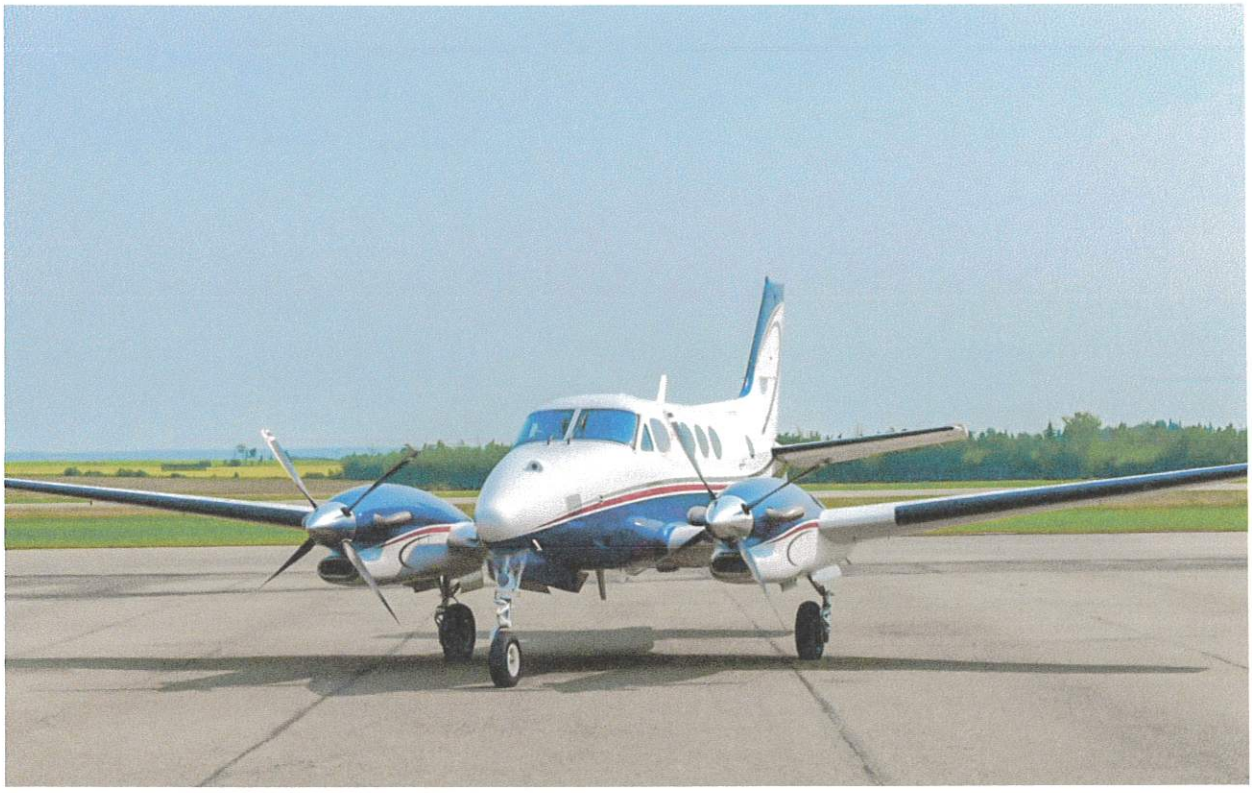
# Avionics

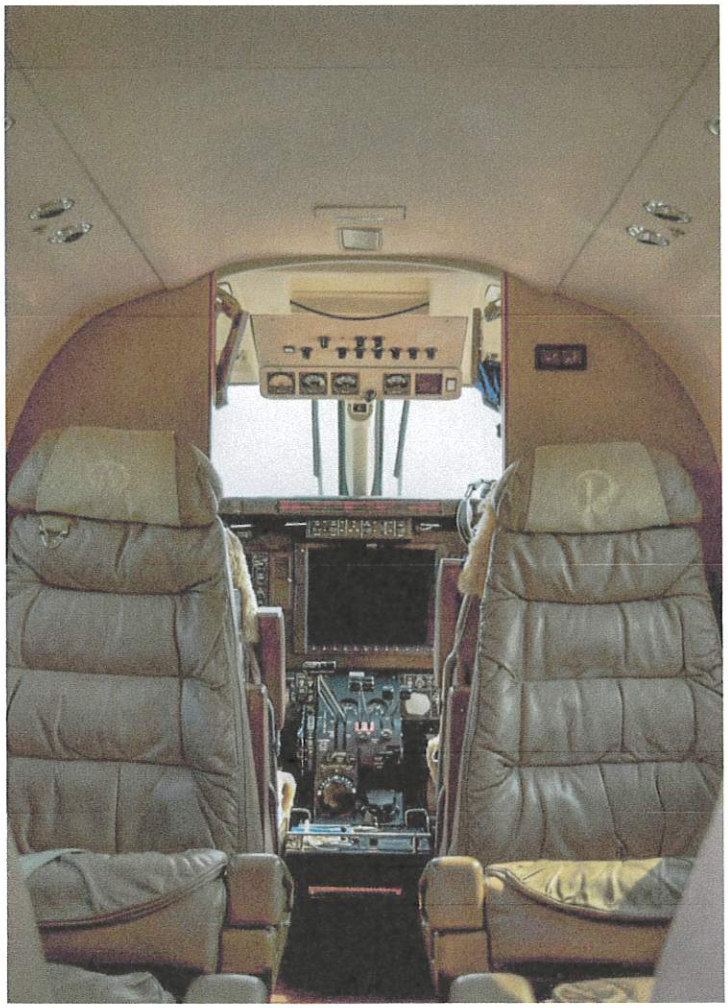
- Garmin G1000 with synthetic vision and XM weather
- L-3 IRIS nose camera
- Garmin GDU1040A PFD
- Garmin GIA63W Integrated Avionics Unit
- Garmin GTX33ES Transponder
- Garmin GMA1347D Audio Panel
- Garmin GRS77 AHRS
- Garmin GDC74B ADC
- Garmin GTP59 Temp Probe
- Garmin GEA71 Engine Analyzer Unit
- Garmin GMU44 Magnetometer
- Garmin GDU1500 MFD
- Garmin GCU475 FMS Control Unit
- Garmin GWX68 Weather Radar
- Garmin GDL69A Datalink
- Garmin GMC710 AFCS Control Unit
- Garmin GSM86
- Garmin GSA80
- Garmin GSA81

# Additional Equipment

- Air-Conditioning
- Cabin Pressurization System
- C90 Raisebeck Whisper Performance Package
  - Raisebeck Dual Strakes
  - Raisebeck Quiet Turbofan Props (Hartzell 4 Blade)
  - Raisebeck 10,500 Upgross
- Cleveland Wheels And Brakes

Northern Jet Sales, LLC





Northern Air

# Basic Empty Weight and Balance

**Configuration # 1** **NORMAL**

| | | | |
|---|---|---|---|
| **Date:** | 21-Jul-23 | **Aircraft Type:** | Beechcraft C90A |
| **Prepared by:** | M.CRAIGMILE | **Registration:** | C-FTPE |
| **ACA Number:** | 21 | **Serial Number:** | LJ-1342 |

| Jack Points | Scale Reading | Tare | Net Weight | Arm | Moment |
|---|---|---|---|---|---|
| Left Main | | | 0.0 | 209.1 | 0.0 |
| Right Main | | | 0.0 | 209.1 | 0.0 |
| Nose | | | 0.0 | 30.3 | 0.0 |
| | | | | | |
| Total as Weighed: | | | 6769.2 | 152.2 | 1030528.7 |

| Change | Weight | Arm | Moment |
|---|---|---|---|
| Remove Nicad battery P/N: AD-40576 S/N: 506199 | -78.0 | 147.0 | -11466.0 |
| Add Lead acid battery P/N: RG-380E/44 S/N: 70026553 | 85.0 | 147.0 | 12495.0 |
| | | | |
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| | | | |
| | | | |
| Extended Totals | 6776.2 | 152.2 | 1031557.7 |

**Empty Weight** 6776.2 **Lbs** **Center of Gavity** 152.2 **Inches**

**I certify that this data has been prepared in accordance with Appendix "C" of Chapter 571 of the Canadian Aviation regulations and to the best of my knowledge represents the true empty weight and center of gravity of this aircraft.**

NORTHERN AIR CHARTER ACA021 AMO #284-91

| 21-Jul-23 | | 21 |
|---|---|---|
| Date | Signature | ACA Number |

# Compliance Status

Northern Air

Template: KA 90; Aircraft: C-FTPE; Group By: Aircraft
Include: Performed, Terminated, Applied Only, Unreviewed

Printed: 2026-02-09 13:52

## C-FTPE

Registration: **C-FTPE**
Make / Model: **BEECHCRAFT / C90A**
Serial Number: **LJ-1342**

Last Log: **Log: 300 Vol/Page: 1/300 Date: 2026-02-09**
AF Current Values: **4058.9 Hours, 2730 Cycles**

| Task / Check | Position Path | ATA | Performed | Interval | Next Due | Remaining | Status |
|---|---|---|---|---|---|---|---|
| **0400-0001** | 200: Stn 94-166.9 | 05-20-00 | 1993-08-15 | | | | Scheduled |
| NACELLE SPLICE PLATE INSPECTION | | Base | 0.0 | 10000.0 | 10000.0 | 5941.1 Hours | |
| | | | | | Extension not permitted. | | |
| **0400-0002** | 200: Stn 94-166.9 | 57-00-00 | 1993-08-15 | | | | Scheduled |
| NACELLE SPLICE PLATE REPLACEMENT | | Base | 0.0 | 20000.0 | 20000.0 | 15941.1 Hours | |
| | | | | | Extension not permitted. | | |
| **0520-0001** | AF: [TBD] | 05-20-00 | 2025-05-04 | | WO-Task: **250002-19** | | Scheduled |
| RAISBECK INSPECTIONS/RAM AIR/STRAKES | | Line | 3958.4 | 200.0 | 4158.4 | 99.5 Hours | |
| **0520-0005** | AF: [TBD] | 05-20-00 | 2025-03-26 | | | | Scheduled |
| SUBMIT ANNUAL AAIR REPORT | | Line | 2025-03-26 | 12M | 2026-03-26 | 45 Days | |
| **0520-001** | AF: [TBD] | 05-20-00 | 2025-05-04 | | WO-Task: **250002-20** | | Scheduled |
| PHASE 1 INSPECTION | | Base | 2025-05-04 | 24M | 2027-05-04 | 449 Days | |
| | | | 3958.4 | 800.0 | 4758.4 | 699.5 Hours | |
| **0520-002** | AF: [TBD] | 05-20-00 | 2025-10-19 | | WO-Task: **250002-70** | | Scheduled |
| PHASE 2 INSPECTION | | Base | 2025-10-19 | 24M | 2027-10-19 | 617 Days | |
| | | | 4033.0 | 800.0 | 4833.0 | 774.1 Hours | |
| **0520-003** | AF: [TBD] | 05-20-00 | 2024-06-25 | | | | Scheduled |
| PHASE 3 INSPECTION | | Base | 2024-06-25 | 24M | 2026-05-23 | 103 Days | |
| | | | 3664.0 | 800.0 | 4468.8 | 409.9 Hours | |
| **0520-004** | AF: [TBD] | 05-20-00 | 2024-09-27 | | WO-Task: **240001-97** | | Scheduled |
| PHASE 4 INSPECTION | | Base | 2024-09-27 | 24M | 2026-09-12 | 215 Days | |
| | | | 3783.8 | 800.0 | 4583.8 | 524.9 Hours | |
| **1220-1101** | AF: [TBD] | 12-20-00 | 2025-05-04 | | WO-Task: **250002-21** | | Scheduled |
| 200 HOUR LUBE | | Line | 3958.4 | 200.0 | 4158.4 | 99.5 Hours | |
| **1220-1102** | AF: [TBD] | 12-20-00 | 2024-09-27 | | WO-Task: **240001-99** | | Scheduled |
| 400 HOUR LUBE | | Line | 3783.8 | 400.0 | 4183.8 | 124.9 Hours | |
| **1220-1103** | AF: [TBD] | 12-20-00 | 2024-09-27 | | WO-Task: **240001-100** | | Scheduled |
| 800 HOUR LUBE | | Line | 3783.8 | 800.0 | 4650.1 | 591.2 Hours | |

# Compliance Status

Northern Air

Template: KA 90; Aircraft: C-FTPE; Group By: Aircraft
Include: Performed, Terminated, Applied Only, Unreviewed

Printed: 2026-02-09 13:52

| Task / Check | Position Path | ATA | Performed | Interval | Next Due | Remaining | Status |
|---|---|---|---|---|---|---|---|
| **1220-1104** | AF: [TBD] | 12-20-00 | 2024-01-29 | | WO-Task: **240002-03** | | Scheduled |
| 1200 HOUR LUBE | | Line | 3517.3 | 1200.0 | 4717.3 | 658.4 Hours | |
| **2111-0501** | 400: LH Engine | 21-20-00 | 2024-09-27 | | WO-Task: **240001-160** | | Scheduled |
| LH FLOW CONTROL FILTER INSPECT AND CLEAN | | Base | 3783.8 | 800.0 | 4616.7 | 557.8 Hours | |
| **2111-0502** | 400: RH Engine | 21-20-00 | 2024-09-27 | | WO-Task: **240001-161** | | Scheduled |
| RH FLOW CONTROL FILTER INSPECT AND CLEAN | | Base | 3783.8 | 800.0 | 4583.8 | 524.9 Hours | |
| **2150-0001** | 200: Stn 94-166.9 | 21-00-00 | 2022-11-23 | | | | Scheduled |
| INSPECT AIR CONDITIONING MOTOR BRUSHES | | Base | 3113.6 | 1000.0 | 4113.6 | 54.7 Hours | |
| **2150-0301** | 200: Stn 94-166.9 | 21-00-00 | 2024-09-27 | | WO-Task: **240001-101** | | Scheduled |
| AIR CONDITIONER EVAPORATOR FILTER REPLACEMENT | | Base | 3783.8 | 400.0 | 4183.8 | 124.9 Hours | |
| **2400-0001** | 200: Stn 94-166.9 | 24-00-00 | 2025-10-19 | | WO-Task: **250002-71** | | Scheduled |
| MID CONTINENT MD302 SHUT DOWN TEST | | Base | 2025-10-19 | 12M | 2026-10-19 | 252 Days | |
| | | | 4033.0 | 100.0 | 4133.0 | 74.1 Hours | |
| **2400-0002** | 200: Stn 94-166.9 | 24-00-00 | 2025-05-30 | | WO-Task: **250002-32** | | Scheduled |
| STANDBY POWER SUPPLY BATTERY INSPECTION | | Base | 2025-05-30 | 12M | 2026-05-24 | 104 Days | |
| **2431-0201** | 400: LH Engine | 24-00-00 | 2025-08-14 | | WO-Task: **250002-50** | | Scheduled |
| LH STARTER GENERATOR OVERHAUL | | Base | 4003.4 | 1000.0 | 4107.9 | 49.0 Hours | |
| **2431-0202** | 400: RH Engine | 24-00-00 | 2025-08-14 | | WO-Task: **250002-51** | | Scheduled |
| RH STARTER GENERATOR OVERHAUL | | Base | 4003.4 | 1000.0 | 4107.9 | 49.0 Hours | |
| **2431-0301** | 400: LH Engine | 24-00-00 | 2024-09-27 | | WO-Task: **240001-103** | | Scheduled |
| LH STARTER GENERATOR BRUSHES AND QUAD INSPECTION | | Line | 3783.8 | 400.0 | 4183.8 | 124.9 Hours | |
| **2431-0302** | 400: RH Engine | 24-00-00 | 2024-09-27 | | WO-Task: **240001-104** | | Scheduled |
| RH STARTER GENERATOR BRUSHES AND QUAD INSPECTION | | Line | 3783.8 | 400.0 | 4183.8 | 124.9 Hours | |
| **2435-0501** | 600: Inboard | 24-00-00 | 2025-06-28 | | WO-Task: **250002-33** | | Scheduled |
| BATTERY CAPACITANCE TEST | | Base | 2025-06-28 | 12M | 2026-06-28 | 139 Days | |
| **2500-0001** | 200: Stn 94-166.9 | 25-00-00 | 2023-09-05 | | | | Scheduled |
| EDGE LIGHTED PANEL ASSEMBLY INSPECTION | | Base | 2023-09-05 | 48M | 2027-09-05 | 573 Days | |
| | | | 3400.0 | 2000.0 | 5400.0 | 1341.1 Hours | |
| **2500-0002** | 200: Stn 94-166.9 | 25-00-00 | 2025-09-02 | | WO-Task: **250002-52** | | Scheduled |
| PILOTS FUEL CONTROL PANEL, LOWER PANEL, COPILOTS CB PANEL INSPECTION | | Line | 2025-09-02 | 12M | 2026-09-02 | 205 Days | |
| **2500-0003** | 200: Stn 94-166.9 | 25-66-00 | 2025-03-26 | | | | Scheduled |

# Compliance Status

Northern Air

Template: KA 90; Aircraft: C-FTPE; Group By: Aircraft
Include: Performed, Terminated, Applied Only, Unreviewed

Printed: 2026-02-09 13:52

| Task / Check | Position Path | ATA | Performed | Interval | Next Due | Remaining | Status |
|---|---|---|---|---|---|---|---|
| ELT MONTLY SELF TEST | | Line | 2025-03-26 | 365D | 2026-03-26 | 45 Days | |
| **2500-0004** | 200: Stn166.9-298 | 25-00-00 | 2023-11-21 | | | | Scheduled |
| ULB BATTERY REPLACEMENT | | Base | 2023-11-21 | 4Y | 2028-11-21 | 1016 Days | |
| **2600-0001** | 200: Stn 94-166.9 | 26-00-00 | 2025-09-02 | | WO-Task: **250002-53** | | Scheduled |
| COCKPIT FIRE EXTINGUISHER INSPECTION | | Line | 2025-09-02 | 12M | 2026-09-02 | 205 Days | |
| **2600-0002** | 200: Stn166.9-298 | 26-00-00 | 2025-09-02 | | WO-Task: **250002-54** | | Scheduled |
| CABIN FIRE EXTINGUISHER INSPECTION | | Line | 2025-09-02 | 12M | 2026-09-02 | 205 Days | |
| **2600-0003** | 200: Stn 94-166.9 | 26-00-00 | 2018-09-07 | | | | Scheduled |
| CABIN FIRE EXTINGUISHER HYDROSTATIC TEST | | Base | 2018-09-07 | 12Y | 2030-09-07 | 1671 Days | |
| **2600-0004** | 200: Stn 94-166.9 | 26-00-00 | 2018-09-07 | | | | Scheduled |
| COCKPIT FIRE EXTINGUISHER HYDROSTATIC TEST | | Base | 2018-09-07 | 12Y | 2030-09-07 | 1671 Days | |
| **2700-0001** | 500: Outboard | 27-00-00 | 2024-05-31 | | | | Scheduled |
| DETAILED AILERON INSPECTION | | Base | 3641.4 | 3600.0 | 7241.4 | 3182.5 Hours | |
| **2700-0001** | 600: Outboard | 27-00-00 | 2024-05-31 | | | | Scheduled |
| DETAILED AILERON INSPECTION | | Base | 3641.4 | 3600.0 | 7241.4 | 3182.5 Hours | |
| **2700-0002** | 200: Stn166.9-298 | 27-00-00 | 1993-08-15 | | | | Scheduled |
| LH FLAP FLEXIBLE SHAFT INSPECTION | | Base | 0 | 5000 | 5000 | 2270 Cycles | |
| **2700-0003** | 200: Stn166.9-298 | 27-00-00 | 1993-08-15 | | | | Scheduled |
| RH FLAP FLEXIBLE SHAFT INSPECTION | | Base | 0 | 5000 | 5000 | 2270 Cycles | |
| **2700-0004** | AF: [TBD] | 27-00-00 | 1993-08-15 | | | | Scheduled |
| FLIGHT CONTROLS PULLEYS BRACKET AND CASTING INSPECTION | | Base | 0 | 10000 | 10000 | 7270 Cycles | |
| **2700-0005** | 500: Inboard | 27-00-00 | 2024-05-31 | | | | Scheduled |
| FLAP INSPECTION, REMOVE & INSP ATTACHMENT AND HARDWARE REPLACE BEARINGS | | Base | 2024-05-31 | 36M | 2027-05-31 | 476 Days | |
| | | | 2378 | 3000 | 5378 | 2648 Cycles | |
| **2700-0005** | 600: Inboard | 27-00-00 | 2024-05-31 | | | | Scheduled |
| FLAP INSPECTION, REMOVE & INSP ATTACHMENT AND HARDWARE REPLACE BEARINGS | | Base | 2024-05-31 | 36M | 2027-05-31 | 476 Days | |
| | | | 2378 | 3000 | 5378 | 2648 Cycles | |
| **3200-0001** | 700: LH MLG | 32-20-00 | 2025-07-22 | | WO-Task: **250002-47** | | Scheduled |
| NLG ACTUATOR CLEVIS INSPECTION | | Base | 2669 | 1000 | 3669 | 939 Cycles | |
| **3200-0002** | 700: LH MLG | 32-10-00 | 2025-07-22 | | WO-Task: **250002-48** | | Scheduled |
| | | | 2669 | 1000 | 3669 | 939 Cycles | |

# Compliance Status

Northern Air

Template: KA 90; Aircraft: C-FTPE; Group By: Aircraft
Include: Performed, Terminated, Applied Only, Unreviewed

Printed: 2026-02-09 13:52

| Task / Check | Position Path | ATA | Performed | Interval | Next Due | Remaining | Status |
|---|---|---|---|---|---|---|---|
| LH MLG ACTUATOR CLEVIS INSPECTION | | Base | | | | | |
| **3200-0003** | 700: RH MLG | 32-10-00 | 2025-07-22 | | WO-Task: **250002-49** | | Scheduled |
| RH MLG ACTUATOR CLEVIS INSPECTION | | Base | 2669 | 1000 | 3669 | 939 Cycles | |
| **3200-0004** | 700: NLG | 32-20-00 | 2025-07-22 | | WO-Task: **250002-34** | | Scheduled |
| NOSE GEAR SHOCK ABSORBER ASSEMBLY INSPECTION | | Base | 2025-07-22 | 6Y | 2031-07-22 | 1989 Days | |
| | | | 2669 | 8000 | 10669 | 7939 Cycles | |
| **3200-0005** | 700: NLG | 32-10-00 | 2025-07-22 | | WO-Task: **250002-35** | | Scheduled |
| NOSE GEAR DRAG BRACE ASSEMBLEY INSPECTION | | Base | 2025-07-22 | 6Y | 2031-07-22 | 1989 Days | |
| | | | 2669 | 8000 | 10669 | 7939 Cycles | |
| **3200-0006** | 700: NLG | 32-20-00 | 2025-07-22 | | WO-Task: **250002-36** | | Scheduled |
| NOSE GEAR AXLE ASSEMBLY AND TORQUE KNEE INSPECTION | | Base | 2025-07-22 | 6Y | 2031-07-22 | 1989 Days | |
| | | | 2669 | 8000 | 10669 | 7939 Cycles | |
| **3200-0007** | 700: LH MLG | 32-10-00 | 2025-07-22 | | WO-Task: **250002-37** | | Scheduled |
| LH MAIN GEAR SHOCK ABSORBER ASSEMBLY INSPECTION | | Base | 2025-07-22 | 6Y | 2031-07-22 | 1989 Days | |
| | | | 2669 | 8000 | 10669 | 7939 Cycles | |
| **3200-0008** | 700: LH MLG | 32-10-00 | 2025-07-22 | | WO-Task: **250002-38** | | Scheduled |
| LH MAIN GEAR DRAG BRACE ASSEMBLY INSPECTION | | Base | 2025-07-22 | 6Y | 2031-07-22 | 1989 Days | |
| | | | 2669 | 8000 | 10669 | 7939 Cycles | |
| **3200-0009** | 700: LH MLG | 32-10-00 | 2025-07-22 | | WO-Task: **250002-39** | | Scheduled |
| LH MAIN GEAR AXLE AND TORQUE KNEE INSPECTION | | Base | 2025-07-22 | 6Y | 2031-07-22 | 1989 Days | |
| | | | 2669 | 8000 | 10669 | 7939 Cycles | |
| **3200-0010** | 700: RH MLG | 32-10-00 | 2025-07-22 | | WO-Task: **250002-40** | | Scheduled |
| RH MAIN GEAR SHOCK ABSORBER INSPECTION | | Base | 2025-07-22 | 6Y | 2031-07-22 | 1989 Days | |
| | | | 2669 | 8000 | 10669 | 7939 Cycles | |
| **3200-0011** | 700: RH MLG | 32-10-00 | 2025-07-22 | | WO-Task: **250002-41** | | Scheduled |
| RH MAIN GEAR DRAG BRACE ASSEMBLY INSPECTION | | Base | 2025-07-22 | 6Y | 2031-07-22 | 1989 Days | |
| | | | 2669 | 8000 | 10669 | 7939 Cycles | |
| **3200-0012** | 700: RH MLG | 32-10-00 | 2025-07-22 | | WO-Task: **250002-42** | | Scheduled |
| RH MAIN GEAR AXLE ASSEMBLY AND TORQUE KNEE INSPECTION | | Base | 2025-07-22 | 6Y | 2031-07-22 | 1989 Days | |
| | | | 2669 | 8000 | 10669 | 7939 Cycles | |
| **3200-0013** | 700: LH MLG | 32-00-00 | 2025-07-22 | | WO-Task: **250002-45** | | Scheduled |
| NLG AND MLG TRUNION BOLTS AND DRAG BRACE ATTACH HOLE INSPECTION | | Base | 2025-07-22 | 6Y | 2031-07-22 | 1989 Days | |
| | | | 2669 | 8000 | 10669 | 7939 Cycles | |

# Compliance Status

Northern Air

Template: KA 90; Aircraft: C-FTPE; Group By: Aircraft
Include: Performed, Terminated, Applied Only, Unreviewed

Printed: 2026-02-09 13:52

| Task / Check | Position Path | ATA | Performed | Interval | Next Due | Remaining | Status |
|---|---|---|---|---|---|---|---|
| **3200-0013** | 700: NLG | 32-00-00 | 2025-07-22 | | WO-Task: **250002-44** | | Scheduled |
| NLG AND MLG TRUNION BOLTS AND DRAG BRACE ATTACH HOLE INSPECTION | | Base | 2025-07-22 | 6Y | 2031-07-22 | 1989 Days | |
| | | | 2669 | 8000 | 10669 | 7939 Cycles | |
| **3200-0013** | 700: RH MLG | 32-00-00 | 2025-07-22 | | WO-Task: **250002-43** | | Scheduled |
| NLG AND MLG TRUNION BOLTS AND DRAG BRACE ATTACH HOLE INSPECTION | | Base | 2025-07-22 | 6Y | 2031-07-22 | 1989 Days | |
| | | | 2669 | 8000 | 10669 | 7939 Cycles | |
| **3200-0014** | 700: LH MLG | 32-00-00 | 2024-10-04 | | WO-Task: **240001-111** | | Scheduled |
| BRAKE HOSE REPLACEMANT | | Base | 2024-10-04 | 5Y | 2029-08-29 | 1297 Days | |
| **3200-0014** | 700: RH MLG | 32-00-00 | 2024-10-04 | | WO-Task: **240001-112** | | Scheduled |
| BRAKE HOSE REPLACEMANT | | Base | 2024-10-04 | 5Y | 2029-08-29 | 1297 Days | |
| **3200-0015** | 700: LH MLG | 32-00-00 | 2024-09-27 | | WO-Task: **240001-115** | | Scheduled |
| LANDING GEAR TEFLON HYDROLIC HOSE REPLACEMENT | | Base | 2024-09-27 | 10Y | 2034-08-28 | 3122 Days | |
| **3200-0015** | 700: NLG | 32-00-00 | 2024-09-27 | | WO-Task: **240001-114** | | Scheduled |
| LANDING GEAR TEFLON HYDROLIC HOSE REPLACEMENT | | Base | 2024-09-27 | 10Y | 2034-08-28 | 3122 Days | |
| **3200-0015** | 700: RH MLG | 32-00-00 | 2024-09-27 | | WO-Task: **240001-113** | | Scheduled |
| LANDING GEAR TEFLON HYDROLIC HOSE REPLACEMENT | | Base | 2024-09-27 | 10Y | 2034-08-28 | 3122 Days | |
| **3200-0016** | 700: LH MLG | 32-00-00 | | | | | Unreviewed |
| CLEVELAND LH MAIN WHEEL ISP | | Heavy | | | | | |
| **3200-0017** | 700: RH MLG | 32-00-00 | | | | | Unreviewed |
| CLEVELAND RH MAIN WHEEL INSPECTION | | Heavy | | | | | |
| **3200-0018** | 700: NLG | 32-00-00 | | | | | Unreviewed |
| CLEVELAND NOSE WHEEL INSPECTION | | Heavy | | | | | |
| **3231-1101** | 500: Inboard | 32-30-00 | 2024-09-27 | | WO-Task: **240001-116** | | Scheduled |
| LANDING GEAR HYDROLIC FILTER REPLACEMENT | | Base | 3783.8 | 1200.0 | 4951.7 | 892.8 Hours | |
| **3400-0001** | 200: Stn 94-166.9 | 34-00-00 | 2025-05-04 | | WO-Task: **250002-23** | | Scheduled |
| G1000 COOLING SYSTEM ELECTRICAL CHECK | | Line | 3958.4 | 220.0 | 4178.4 | 119.5 Hours | |
| **3400-0002** | 200: Stn 94-166.9 | 34-00-00 | 2025-05-04 | | WO-Task: **250002-24** | | Scheduled |
| G1000 NOSE AVIONICS COMPARTMENT FANS | | Line | 3958.4 | 220.0 | 4178.4 | 119.5 Hours | |
| **3400-0003** | 200: Stn 94-166.9 | 34-00-00 | 2025-05-04 | | WO-Task: **250002-25** | | Scheduled |
| G1000 INSTRUMENT PANEL FANS | | Line | 3958.4 | 220.0 | 4178.4 | 119.5 Hours | |
| **3400-0004** | 200: Stn 94-166.9 | 34-00-00 | 2025-05-04 | | WO-Task: **250002-26** | | Scheduled |

# Compliance Status

Northern Air

Template: KA 90; Aircraft: C-FTPE; Group By: Aircraft
Include: Performed, Terminated, Applied Only, Unreviewed

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| Task / Check | Position Path | ATA | Performed | Interval | Next Due | Remaining | Status |
|---|---|---|---|---|---|---|---|
| G1000 REDUNDANT CONECTION CHECK | | Line | 3958.4 | 220.0 | 4178.4 | 119.5 Hours | |
| **3400-0005** | 200: Stn 94-166.9 | 34-00-00 | 2025-05-04 | WO-Task: **250002-27** | | | Scheduled |
| G1000 TRIM ANNUNCIATOR CHECK | | Line | 3958.4 | 220.0 | 4178.4 | 119.5 Hours | |
| **3400-0006** | 200: Stn 94-166.9 | 34-00-00 | 2025-05-04 | WO-Task: **250002-28** | | | Scheduled |
| G1000 FLAPS IN MOTION DISCRETE CHECK | | Line | 3958.4 | 220.0 | 4178.4 | 119.5 Hours | |
| **3400-0007** | 200: Stn 94-166.9 | 34-00-00 | 2024-09-27 | WO-Task: **240001-123** | | | Scheduled |
| G1000 ENGINE DATA CHECK | | Base | 3783.8 | 800.0 | 4583.8 | 524.9 Hours | |
| **3400-0008** | 200: Stn 94-166.9 | 34-00-00 | 2024-09-27 | WO-Task: **240001-124** | | | Scheduled |
| G1000 MISCOMPARE CHECK | | Base | 3783.8 | 800.0 | 4583.8 | 524.9 Hours | |
| **3400-0009** | 200: Stn 94-166.9 | 34-00-00 | 2025-09-02 | WO-Task: **250002-55** | | | Scheduled |
| G1000 SERVO CURRENT DISPLAY CHECK | | Base | 4015.4 | 800.0 | 4815.4 | 756.5 Hours | |
| **3400-0010** | 200: Stn 94-166.9 | 34-00-00 | 2014-11-19 | | | | Scheduled |
| GSM86 CLUTCH TORQUE CHECK | | Base | 2258.3 | 3000.0 | 5258.3 | 1199.4 Hours | |
| **3400-0011** | 200: Stn 94-166.9 | 34-00-00 | 2025-10-19 | WO-Task: **250002-72** | | | Scheduled |
| GFC1000/700 PHASE 2/4 PERIODIC CHECK | | Base | 2025-10-19 | 12M | 2026-10-19 | 252 Days | |
| **3400-0012** | 200: Stn 94-166.9 | 34-00-00 | 2025-10-19 | WO-Task: **250002-73** | | | Scheduled |
| GMA1347D PHASE 2/4 INSPECTIONS | | Base | 2025-10-19 | 12M | 2026-10-19 | 252 Days | |
| **3400-0013** | 200: Stn 94-166.9 | 34-00-00 | 2024-09-27 | WO-Task: **240001-127** | | | Scheduled |
| G1000/GFC700 PHASE 3 SYSTEM VISUAL | | Base | 2024-09-27 | 24M | 2026-09-27 | 230 Days | |
| **3400-0014** | 200: Stn 94-166.9 | 34-00-00 | 2024-09-27 | WO-Task: **240001-128** | | | Scheduled |
| G1000/GFC700 PHASE 4 SYSTEM VISUAL | | Base | 2024-09-27 | 24M | 2026-09-27 | 230 Days | |
| **3400-0015** | 200: Stn 94-166.9 | 34-00-00 | 2024-09-27 | WO-Task: **240001-129** | | | Scheduled |
| TAWS PHASE 4 FUNCTIONAL CHECK | | Line | 2024-09-27 | 24M | 2026-09-27 | 230 Days | |
| **3400-0016** | 200: Stn 94-166.9 | 34-00-00 | 2024-09-27 | WO-Task: **240001-130** | | | Scheduled |
| GSA80/81 PHASE 4 SERVO LUBE | | Base | 2024-09-27 | 24M | 2026-09-27 | 230 Days | |
| **3400-0017** | 200: Stn 94-166.9 | 34-00-00 | 2024-09-27 | WO-Task: **240001-131** | | | Scheduled |
| G1000 PHASE 3 ELECTRICAL BONDING TEST | | Base | 2024-09-27 | 24M | 2026-09-27 | 230 Days | |
| **3400-0018** | 200: Stn 94-166.9 | 34-00-00 | 2024-09-27 | WO-Task: **240001-132** | | | Scheduled |
| G1000 PHASE 4 ELECTRICAL BONDING TEST | | Base | 2024-09-27 | 24M | 2026-09-27 | 230 Days | |
| **3400-0019** | 200: Stn 94-166.9 | 34-00-00 | 2024-09-27 | WO-Task: **240001-133** | | | Scheduled |
| | | | 2024-09-27 | 24M | 2026-09-12 | 215 Days | |

# Compliance Status

Northern Air

Template: KA 90; Aircraft: C-FTPE; Group By: Aircraft
Include: Performed, Terminated, Applied Only, Unreviewed

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| Task / Check | Position Path | ATA | Performed | Interval | Next Due | Remaining | Status |
|---|---|---|---|---|---|---|---|
| L-3 ENHANCED VISION SYSTEM INSPECTION | | Base | | | | | |
| **3400-0020** | 200: Stn 94-166.9 | 34-00-00 | 2024-09-27 | | WO-Task: **240001-134** | | Scheduled |
| GDC 74B PITOT/STATIC SYSTEM TEST | | Base | 2024-09-27 | 24M | 2026-09-27 | 230 Days | |
| **3400-0021** | 200: Stn 94-166.9 | 34-00-00 | 2024-09-27 | | WO-Task: **240001-135** | | Scheduled |
| GTX33 TRANSPONDER TEST | | Base | 2024-09-27 | 24M | 2026-09-27 | 230 Days | |
| **3400-0022** | 200: Stn 94-166.9 | 34-00-00 | 2026-01-19 | | | | Scheduled |
| GPS MONTHLY UPDATE | | Line | 2026-01-19 | 28D | 2026-02-19 | 10 Days | |
| **3500-0001** | 300: Upper | 35-00-00 | 2024-08-29 | | WO-Task: **240001-90** | | Scheduled |
| OXYGEN CYLINDER HYDROSTATIC TEST | | Line | 2024-08-29 | 5Y | 2029-08-29 | 1297 Days | |
| | | | | | Extension not permitted. | | |
| **3700-0001** | 200: Stn 94-166.9 | 34-00-00 | 2024-11-14 | | WO-Task: **240001-164** | | Scheduled |
| INSTRUMENT AIR FILTER REPLACEMENT | | Base | 3849.3 | 800.0 | 4650.1 | 591.2 Hours | |
| **5200-0001** | 800: Cabin Door | 52-00-00 | 1993-08-15 | | | | Scheduled |
| REPLACE CABIN DOOR FWD AND AFT LATCHES | | Base | 0 | 5000 | 5000 | 2270 Cycles | |
| **5200-0002** | 800: Cabin Door | 52-00-00 | 1993-08-15 | | | | Scheduled |
| REPLACE CABIN DOOR PINS,SPRINGS, ARM AND HOOKS | | Base | 0 | 10000 | 10000 | 7270 Cycles | |
| **5300-0001** | AF: [TBD] | 53-00-00 | | | | | Scheduled |
| AIRFRAME EXTERIOR SKIN INSPECTION | | Base | | 10000 | 10000 | 7270 Cycles | |
| **5300-0002** | 200: Stn 94-166.9 | 53-00-00 | 2025-09-02 | | WO-Task: **250002-56** | | Scheduled |
| CABIN ALTITUDE WARNING SYSTEM TEST | | Base | 2025-09-02 | 365D | 2026-09-04 | 207 Days | |
| **5300-0003** | AF: [TBD] | 53-00-00 | 2025-10-19 | | WO-Task: **250002-74** | | Scheduled |
| CONTINUOUS CORROSION CONTROL INSPECTION | | Base | 2025-10-19 | 12M | 2026-10-19 | 252 Days | |
| **5300-0004** | 200: Stn 94-166.9 | 53-00-00 | 1993-08-15 | | | | Scheduled |
| FUSELAGE INSPECTION | | Base | 0 | 6000 | 6000 | 3270 Cycles | |
| **5300-0005** | 200: Stn 94-166.9 | 53-00-00 | 2022-01-24 | | | | Scheduled |
| REPLACE WINDSHEILD SCREWS | | Base | 1678 | 10000 | 11678 | 8948 Cycles | |
| **5500-0001** | 300: Upper | 55-10-00 | 1993-08-15 | | | | Scheduled |
| HORIZONTAL STABILIZER STRUCTURAL INSPECTION | | Base | 0.0 | 10000.0 | 10000.0 | 5941.1 Hours | |
| **5500-0002** | 300: Upper | 55-00-00 | 1993-08-15 | | | | Scheduled |
| VERTICAL STABILIZER STRUCTURAL INSPECTION | | Base | 0.0 | 10000.0 | 10000.0 | 5941.1 Hours | |
| **5700-0001** | 500: Outboard | 57-00-00 | 2025-09-02 | | WO-Task: **250002-58** | | Scheduled |

# Compliance Status

Northern Air

Template: KA 90; Aircraft: C-FTPE; Group By: Aircraft
Include: Performed, Terminated, Applied Only, Unreviewed

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| Task / Check | Position Path | ATA | Performed | Interval | Next Due | Remaining | Status |
|---|---|---|---|---|---|---|---|
| WING BOLT LUBRICATION | | Base | 2025-09-02 | 12M | 2026-09-02 | 205 Days | |
| **5700-0001** | 600: Outboard | 57-00-00 | 2025-09-02 | | WO-Task: **250002-57** | | Scheduled |
| WING BOLT LUBRICATION | | Base | 2025-09-02 | 12M | 2026-09-02 | 205 Days | |
| **5700-0002** | 500: Outboard | 57-00-00 | 2025-09-02 | | WO-Task: **250002-59** | | Scheduled |
| LH WING UPPER AND LOWER SPAR CAP INSPECTION | | Line | 2025-09-02 | 12M | 2026-09-02 | 205 Days | |
| **5700-0003** | 600: Outboard | 57-00-00 | 2025-09-02 | | WO-Task: **250002-60** | | Scheduled |
| RH WING UPPER AND LOWER SPAR CAP INSPECTION | | Line | 2025-09-02 | 12M | 2026-09-02 | 205 Days | |
| **5700-0004** | 500: Outboard | 57-00-00 | 2019-04-12 | | | | Scheduled |
| WING BOLT REPLACEMENT (ALL) | | Base | 2019-04-12 | 15Y | 2034-04-11 | 2983 Days | |
| | | | | | Extension not permitted. | | |
| **5700-0004** | 600: Outboard | 57-00-00 | 2019-04-12 | | | | Scheduled |
| WING BOLT REPLACEMENT (ALL) | | Base | 2019-04-12 | 15Y | 2034-04-11 | 2983 Days | |
| | | | | | Extension not permitted. | | |
| **5700-0005** | 500: Outboard | 57-00-00 | 2024-04-03 | | WO-Task: **240001-07** | | Scheduled |
| WING BOLT FITTING NDT INSPECTION | | Base | 2024-04-03 | 5Y | 2029-04-03 | 1149 Days | |
| | | | | | Extension not permitted. | | |
| **5700-0005** | 600: Outboard | 57-00-00 | 2024-04-03 | | WO-Task: **240001-08** | | Scheduled |
| WING BOLT FITTING NDT INSPECTION | | Base | 2024-04-03 | 5Y | 2029-04-03 | 1149 Days | |
| | | | | | Extension not permitted. | | |
| **5700-0006** | 500: Outboard | 57-00-00 | 2024-04-03 | | WO-Task: **240001-09** | | Scheduled |
| WING BOLT NDT INSP (LWR FWD REPLACEMENT) | | Base | 2024-04-03 | 5Y | 2029-04-03 | 1149 Days | |
| | | | | | Extension not permitted. | | |
| **5700-0006** | 600: Outboard | 57-00-00 | 2024-04-03 | | WO-Task: **240001-10** | | Scheduled |
| WING BOLT NDT INSP (LWR FWD REPLACEMENT) | | Base | 2024-04-03 | 5Y | 2029-04-03 | 1149 Days | |
| | | | | | Extension not permitted. | | |
| **6100-0001** | 400: LH Engine | 61-00-00 | 2019-04-12 | | | | Scheduled |
| LH PROPELLER OVERHAUL | | Heavy | 2019-04-12 | 10Y | 2029-04-11 | 1157 Days | |
| | | | 2586.4 | 4000.0 | 6586.4 | 2527.5 Hours | |
| **6100-0002** | 400: RH Engine | 61-00-00 | 2019-04-12 | | | | Scheduled |
| RH PROPELLER OVERHAUL | | Heavy | 2019-04-12 | 10Y | 2029-04-11 | 1157 Days | |
| | | | 2586.4 | 4000.0 | 6586.4 | 2527.5 Hours | |

# Compliance Status

Northern Air

Template: KA 90; Aircraft: C-FTPE; Group By: Aircraft
Include: Performed, Terminated, Applied Only, Unreviewed

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| Task / Check | Position Path | ATA | Performed | Interval | Next Due | Remaining | Status |
|---|---|---|---|---|---|---|---|
| **6100-0003** | 400: LH Engine | 61-00-00 | 2026-02-09 | | WO-Task: **260003-03** | | Scheduled |
| LH PROPELLER BALANCE | | Base | 2026-02-09 | 12M | 2027-02-09 | 365 Days | |
| **6100-0004** | 400: RH Engine | 61-00-00 | 2026-02-09 | | WO-Task: **260003-04** | | Scheduled |
| RH PROPELLER BALANCE | | Base | 2026-02-09 | 12M | 2027-02-09 | 365 Days | |
| **7100-0301** | 400: LH Engine | 71-00-00 | 2025-10-19 | | WO-Task: **250002-75** | | Scheduled |
| LH FUEL NOZZLES INSPECT AND CLEAN | | Base | 4033.0 | 400.0 | 4089.6 | 30.7 Hours | |
| **7100-0302** | 400: RH Engine | 71-00-00 | 2025-10-19 | | WO-Task: **250002-76** | | Scheduled |
| RH FUEL NOZZLES INSPECT AND CLEAN | | Base | 4033.0 | 400.0 | 4089.6 | 30.7 Hours | |
| **7200-0001** | 400: LH Engine | 72-00-00 | 2024-04-10 | | WO-Task: **240001-13** | | Scheduled |
| LH ENGINE OVERHAUL | | Base | 3591.4 | 3600.0 | 4100.0 | 41.1 Hours | |
| **7200-0002** | 400: RH Engine | 72-00-00 | 2024-04-10 | | WO-Task: **240001-14** | | Scheduled |
| RH ENGINE OVERHAUL | | Base | 3591.4 | 3600.0 | 4100.0 | 41.1 Hours | |
| **7200-0003** | 400: LH Engine | 72-00-00 | 2016-09-12 | | | | Scheduled |
| LH ENGINE HOT SECTION INSPECTION | | Base | 2409.1 | 1800.0 | 4209.1 | 150.2 Hours | |
| **7200-0004** | 400: RH Engine | 72-00-00 | 2016-09-12 | | | | Scheduled |
| RH ENGINE HOT SECTION INSPECTION | | Base | 2409.1 | 1800.0 | 4209.1 | 150.2 Hours | |
| **7200-0005** | 400: LH Engine | 72-00-00 | 2024-09-27 | | WO-Task: **240001-143** | | Scheduled |
| LH ENGINE MOUNT VIBRATION ISOLATORS REPLACEMENT | | Base | 3783.8 | 3600.0 | 7383.8 | 3324.9 Hours | |
| **7200-0006** | 400: RH Engine | 72-00-00 | 2024-09-27 | | WO-Task: **240001-144** | | Scheduled |
| RH ENGINE MOUNT VIBRATION ISOLATORS REPLACEMENT | | Base | 3783.8 | 3600.0 | 7383.8 | 3324.9 Hours | |
| **7200-0007** | 400: LH Engine | 72-00-00 | 2024-09-27 | | WO-Task: **240001-145** | | Scheduled |
| LH ENGINE HOSE REPLACEMENT | | Base | 2024-09-27 | 60M | 2029-08-29 | 1297 Days | |
| **7200-0008** | 400: RH Engine | 72-00-00 | 2024-09-27 | | WO-Task: **240001-146** | | Scheduled |
| RH ENGINE HOSE REPLACEMENT | | Base | 2024-09-27 | 60M | 2029-08-29 | 1297 Days | |
| **7200-0012** | 400: LH Engine | 72-00-00 | 2025-10-19 | | WO-Task: **250002-77** | | Scheduled |
| LH ENGINE ITT AND TQ CALIBRATION | | Base | 2025-10-19 | 12M | 2026-10-19 | 252 Days | |
| **7200-0013** | 400: RH Engine | 72-00-00 | 2025-10-19 | | WO-Task: **250002-78** | | Scheduled |
| RH ENGINE ITT AND TQ CALIBRATION | | Base | 2025-10-19 | 12M | 2026-10-19 | 252 Days | |
| **7200-0014** | 400: LH Engine | 72-00-00 | 2025-05-04 | | WO-Task: **250002-29** | | Scheduled |
| LH ENGINE OIL SAMPLE | | Line | 3958.4 | 200.0 | 4158.4 | 99.5 Hours | |
| **7200-0015** | 400: RH Engine | 72-00-00 | 2025-05-04 | | WO-Task: **250002-30** | | Scheduled |

# Compliance Status

Northern Air

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| Task / Check | Position Path | ATA | Performed | Interval | Next Due | Remaining | Status |
|---|---|---|---|---|---|---|---|
| RH ENGINE OIL SAMPLE | | Line | 3958.4 | 200.0 | 4158.4 | 99.5 Hours | |
| **7200-0016** | 400: LH Engine | 72-00-00 | 2024-04-10 | | WO-Task: **240001-17** | | Scheduled |
| LH FUEL CONTROL UNIT OVERHAUL | | Base | 3591.4 | 3600.0 | 4100.0 | 41.1 Hours | |
| **7200-0017** | 400: RH Engine | 72-00-00 | 2024-04-10 | | WO-Task: **240001-18** | | Scheduled |
| RH FUEL CONTROL UNIT OVERHAUL | | Base | 3591.4 | 3600.0 | 4100.0 | 41.1 Hours | |
| **7200-0018** | 400: LH Engine | 72-00-00 | 2024-04-10 | | WO-Task: **240001-19** | | Scheduled |
| LH ENGINE FUEL PUMP OVERHAUL | | Base | 3591.4 | 3600.0 | 4100.0 | 41.1 Hours | |
| **7200-0019** | 400: RH Engine | 72-00-00 | 2024-04-10 | | WO-Task: **240001-20** | | Scheduled |
| RH ENGINE FUEL PUMP OVERHAUL | | Base | 3591.4 | 3600.0 | 4100.0 | 41.1 Hours | |
| **7200-0020** | 400: LH Engine | 72-00-00 | 2024-04-10 | | WO-Task: **240001-21** | | Scheduled |
| LH ENGINE OIL FUEL HEATER OVERHAUL | | Base | 3591.4 | 3600.0 | 4100.0 | 41.1 Hours | |
| **7200-0021** | 400: RH Engine | 72-00-00 | 2024-04-10 | | WO-Task: **240001-22** | | Scheduled |
| RH ENGINE OIL FUEL HEATER OVERHAUL | | Base | 3591.4 | 3600.0 | 4100.0 | 41.1 Hours | |
| **7200-0022** | 400: LH Engine | 72-00-00 | 2024-04-10 | | WO-Task: **240001-23** | | Scheduled |
| LH ENGINE PROP GOVERNOR OVERHAUL | | Base | 3591.4 | 3600.0 | 4100.0 | 41.1 Hours | |
| **7200-0023** | 400: RH Engine | 72-00-00 | 2024-04-10 | | WO-Task: **240001-24** | | Scheduled |
| RH ENGINE PROP GOVERNOR OVERHAUL | | Base | 3591.4 | 3600.0 | 4100.0 | 41.1 Hours | |
| **7200-0024** | 400: LH Engine | 72-00-00 | 2024-04-10 | | WO-Task: **240001-25** | | Scheduled |
| LH IGNITION EXCITER OVERHAUL | | Base | 3591.4 | 3600.0 | 4100.0 | 41.1 Hours | |
| **7200-0025** | 400: RH Engine | 72-00-00 | 2024-04-10 | | WO-Task: **240001-26** | | Scheduled |
| RH IGNITION EXCITER OVERHAUL | | Base | 3591.4 | 3600.0 | 4100.0 | 41.1 Hours | |
| **7200-0026** | 400: LH Engine | 72-00-00 | 2024-04-10 | | WO-Task: **240001-27** | | Scheduled |
| LH ENGINE COMPRESSOR BLEED VALVE OVERHAUL | | Base | 3591.4 | 3600.0 | 4100.0 | 41.1 Hours | |
| **7200-0027** | 400: RH Engine | 72-00-00 | 2024-04-10 | | WO-Task: **240001-28** | | Scheduled |
| RH ENGINE COMPRESSOR BLEED VALVE OVERHAUL | | Base | 3591.4 | 3600.0 | 4100.0 | 41.1 Hours | |
| **7200-0028** | 400: LH Engine | 72-00-00 | 2024-04-10 | | WO-Task: **240001-29** | | Scheduled |
| LH ENGINE FLOW DIVIDER/START CONTROL OVERHAUL | | Base | 3591.4 | 3600.0 | 4100.0 | 41.1 Hours | |
| **7200-0029** | 400: RH Engine | 72-00-00 | 2024-04-10 | | WO-Task: **240001-30** | | Scheduled |
| RH ENGINE FLOW DIVIDER/START CONTROL OVERHAUL | | Base | 3591.4 | 3600.0 | 4100.0 | 41.1 Hours | |
| **7200-0030** | 400: LH Engine | 72-00-00 | 2025-10-19 | | WO-Task: **250002-79** | | Scheduled |
| | | | 2025-10-19 | 12M | 2026-10-19 | 252 Days | |

# Compliance Status

Northern Air

Template: KA 90; Aircraft: C-FTPE; Group By: Aircraft
Include: Performed, Terminated, Applied Only, Unreviewed

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| Task / Check | Position Path | ATA | Performed | Interval | Next Due | Remaining | Status |
|---|---|---|---|---|---|---|---|
| LH TACH CALIBRATION | | Base | | | | | |
| **7200-0031** | 400: RH Engine | 72-00-00 | 2025-10-19 | | WO-Task: **250002-80** | | Scheduled |
| RH TACH CALIBRATION | | Base | 2025-10-19 | 12M | 2026-10-19 | 252 Days | |
| **7200-0032** | 400: LH Engine | 72-00-00 | 1993-08-05 | | | | Scheduled |
| LH ENGINE 1ST STAGE COMPRESSOR HUB | | Heavy | 0 | 19000 | 19000 | 16270 Cycles | |
| | | | | | Extension not permitted. | | |
| **7200-0033** | 400: RH Engine | 72-00-00 | 1993-08-05 | | | | Scheduled |
| RH ENGINE 1ST STAGE COMPRESSOR HUB | | Heavy | 0 | 19000 | 19000 | 16270 Cycles | |
| | | | | | Extension not permitted. | | |
| **7200-0034** | 400: LH Engine | 72-00-00 | 1993-08-05 | | | | Scheduled |
| LH ENGINE 2ND STAGE COMPRESSOR DISK | | Heavy | 0 | 24000 | 24000 | 21270 Cycles | |
| | | | | | Extension not permitted. | | |
| **7200-0035** | 400: RH Engine | 72-00-00 | 1993-08-05 | | | | Scheduled |
| RH ENGINE 2ND STAGE COMPRESSOR DISK | | Heavy | 0 | 24000 | 24000 | 21270 Cycles | |
| | | | | | Extension not permitted. | | |
| **7200-0036** | 400: LH Engine | 72-00-00 | 1993-08-05 | | | | Scheduled |
| LH ENGINE 3RD STAGE COMPRESSOR DISK | | Heavy | 0 | 25000 | 25000 | 22270 Cycles | |
| | | | | | Extension not permitted. | | |
| **7200-0037** | 400: RH Engine | 72-00-00 | 1993-08-05 | | | | Scheduled |
| RH ENGINE 3RD STAGE COMPRESSOR DISK | | Heavy | 0 | 25000 | 25000 | 22270 Cycles | |
| | | | | | Extension not permitted. | | |
| **7200-0038** | 400: LH Engine | 72-00-00 | 1993-08-05 | | | | Scheduled |
| LH ENGINE IMPELLER | | Heavy | 0 | 19000 | 19000 | 16270 Cycles | |
| | | | | | Extension not permitted. | | |
| **7200-0039** | 400: RH Engine | 72-00-00 | 1993-08-05 | | | | Scheduled |
| RH ENGINE IMPELLER | | Heavy | 0 | 19000 | 19000 | 16270 Cycles | |
| | | | | | Extension not permitted. | | |
| **7200-0040** | 400: LH Engine | 72-00-00 | 1993-08-05 | | | | Scheduled |
| LH ENGINE COMPRESSOR TURBINE DISK | | Heavy | 0 | 16000 | 16000 | 13270 Cycles | |
| | | | | | Extension not permitted. | | |
| **7200-0041** | 400: RH Engine | 72-00-00 | 1993-08-05 | | | | Scheduled |

# Compliance Status

Northern Air

Template: KA 90; Aircraft: C-FTPE; Group By: Aircraft
Include: Performed, Terminated, Applied Only, Unreviewed

Printed: 2026-02-09 13:52

| Task / Check | Position Path | ATA | Performed | Interval | Next Due | Remaining | Status |
|---|---|---|---|---|---|---|---|
| RH ENGINE COMPRESSOR TURBINE DISK | | Heavy | 0 | 16000 | 16000 | 13270 Cycles | |
| | | | | | Extension not permitted. | | |
| **7200-0042** | 400: LH Engine | 72-00-00 | 1993-08-05 | | | | Scheduled |
| LH ENGINE POWER TURBINE DISK | | Heavy | 0 | 20000 | 20000 | 17270 Cycles | |
| | | | | | Extension not permitted. | | |
| **7200-0043** | 400: RH Engine | 72-00-00 | 1993-08-05 | | | | Scheduled |
| RH ENGINE POWER TURBINE DISK | | Heavy | 0 | 20000 | 20000 | 17270 Cycles | |
| | | | | | Extension not permitted. | | |
| **7610-0001** | 200: Stn 94-166.9 | 71-00-00 | | | | | Applied Only |
| POWER LEVER STOP PIN INSPECTION | | Base | | | | | |
| **7900-0001** | 400: LH Engine | 79-00-00 | 2025-10-19 | | WO-Task: **250002-81** | | Scheduled |
| LH ENGINE OIL FILTER REPLACEMENT | | Base | 4033.0 | 1000.0 | 4150.1 | 91.2 Hours | |
| **7900-0002** | 400: RH Engine | 79-00-00 | 2024-09-27 | | WO-Task: **240001-153** | | Scheduled |
| RH ENGINE OIL FILTER REPLACEMENT | | Base | 3783.8 | 1000.0 | 4756.0 | 697.1 Hours | |
| **AD2002-01-10** | 700: LH MLG | 32-10-00 | 2024-04-03 | | WO-Task: **240001-05** | | Scheduled |
| SB 32-3134 MLG TQ KNEE INSPECTION | | Base | 3585.9 | 1000.0 | 4585.9 | 527.0 Hours | |
| **AD2002-01-10** | 700: RH MLG | 32-10-00 | 2024-04-03 | | WO-Task: **240001-06** | | Scheduled |
| SB 32-3134 MLG TQ KNEE INSPECTION | | Base | 3585.9 | 1000.0 | 4585.9 | 527.0 Hours | |
| **CARS625-0001** | 300: Lower | 25-66-00 | 2024-04-23 | | WO-Task: **240001-33** | | Scheduled |
| ELT RECERTIFICATION | | Base | 2024-04-23 | 24M | 2026-04-28 | 78 Days | |
| **CARS625-0002** | 300: Lower | 25-66-00 | 2024-04-23 | | | | Scheduled |
| ELT BATTERY REPLACEMENT | | Base | 2024-04-23 | 24M | 2028-04-24 | 805 Days | |
| **CARS625-0003** | 300: Upper | 25-00-00 | 2025-12-23 | | WO-Task: **250002-86** | | Scheduled |
| CVR AND ULB INTELLIGIBILITY AND FUNCTION CHECK | | Base | 2025-12-23 | 12M | 2026-12-23 | 317 Days | |
| **CARS625-0004** | 200: Stn 94-166.9 | 25-00-00 | 2025-09-02 | | WO-Task: **250002-61** | | Scheduled |
| COMPASS CALIBRATION | | Base | 2025-09-02 | 12M | 2026-09-04 | 207 Days | |
| **CARS625-0005** | 300: Lower | 25-00-00 | 2025-04-10 | | WO-Task: **250002-17** | | Scheduled |
| FIRST AID KIT INSPECTION | | Line | 2025-04-10 | 12M | 2026-04-10 | 60 Days | |
| **CARS625-0006** | 200: Stn 94-166.9 | 34-00-00 | 2024-09-27 | | WO-Task: **240001-155** | | Scheduled |
| #1 ALTIMETER RECERTIFICATION | | Base | 2024-09-27 | 24M | 2026-09-27 | 230 Days | |
| **CARS625-0007** | 200: Stn 94-166.9 | 34-00-00 | 2024-09-27 | | WO-Task: **240001-156** | | Scheduled |

# Compliance Status

Northern Air

Template: KA 90; Aircraft: C-FTPE; Group By: Aircraft
Include: Performed, Terminated, Applied Only, Unreviewed

Printed: 2026-02-09 13:52

| Task / Check | Position Path | ATA | Performed | Interval | Next Due | Remaining | Status |
|---|---|---|---|---|---|---|---|
| #2 ALTIMETER RECERTIFICATION | | Base | 2024-09-27 | 24M | 2026-09-27 | 230 Days | |
| **CARS625-0008** | 200: Stn 94-166.9 | 34-00-00 | 2024-09-27 | WO-Task: | **240001-157** | | Scheduled |
| #1 TRANSPONDER RECERTIFICATION | | Base | 2024-09-27 | 24M | 2026-09-27 | 230 Days | |
| **CARS625-0009** | 200: Stn 94-166.9 | 34-00-00 | 2024-09-27 | WO-Task: | **240001-158** | | Scheduled |
| #2 TRANSPONDER RECERTIFICATION | | Base | 2024-09-27 | 24M | 2026-09-27 | 230 Days | |
| **CARS625-0010** | 300: Lower | 34-00-00 | 2024-09-27 | WO-Task: | **240001-159** | | Scheduled |
| PITOT STATIC LEAK TEST | | Base | 2024-09-27 | 24M | 2026-09-27 | 230 Days | |

# *KING AIR C90/ C90A ENGINE UPGRADE WITH PT6A-135A ENGINES*

***STC SA10341SC (OPTION 2)***
***EASA-STC EASA.IM.A.S.01134***
***ANAC STC 2005S05-04***

# *KIT SA10341SC-2*

**AIRCRAFT APPLICABILITY:**

C90 LJ-502 THRU LJ-1062 (AIRPLANES ORIGINALLY EQUIPPED WITH PT6A-21)
C90A LJ-1063 THRU LJ-1726, LJ-1728 THRU LJ-1753, AND LJ-1755.

**ELIGIBLE PROPELLERS:**

Hartzell, OEM
HC-B3TN-3(B, M)/T10173(B, K)-8, (CONFIGURATION 1)
HC-E4N-3N/D8990S(K), (CONFIGURATION 3)
RAISBECK
HC-D4N-3C/D9290(K), (CONFIGURATION 2)

NOTE: THE AIRCRAFT MUST BE EQUIPPED WITH AN AUTO-FEATHER SYSTEM FOR EITHER 4-BLADE PROPELLER (CONFIGURATION 2 OR 3) INSTALLATIONS.
THE CONFIGURATION 3 PROPELLERS REQUIRE SHOT-PEENED BLADES.
VERIFY PROPELLER PITCH ANGLES ARE IN ACCORDANCE WITH BLACKHAWK DRAWINGS.

**MAJOR INSTALLATION TASKS REQUIRED:**

1. PRE-MOD AIRCRAFT PERFORMANCE EVALUATION (FLIGHT CHECK). COMPLETE THE PRE-MOD PREFORMANCE WORKSHEET, BH-011, AND PROVIDE BMI WITH A COPY.
2. PWC ACCEPTANCE OF EXISTING ENGINES AS CORES. COMPLETE THE ENGINE CORE QUALIFICATION WORKSHEET, BH-018, AND SUBMITT TO BMI.
3. REMOVAL OF EXISTING ENGINES AND PROPELLERS.
4. CLEAN, INSPECT, REPAIR FIREWALL AND RETAINED EQUIPMENT AS NECESSARY.
5. NDI TRUSS EITHER BY FLUORESCENT LIQUID PENETRATE OR MAGNETIC PARTICLE INSPECTION.
6. REMARK (OR REPLACE AT CUSTOMERS DESCREATION) EXISTING PROPELLER TACHOMETERS, ITT, TORQUE, AND OIL PRESS/TEMP INDICATORS PER STC INSTRUCTIONS.

7. IF CONVERTING FROM 3 TO 4-BLADE PROPELLERS;
   A. REMARK (OR REPLACE AT CUSTOMERS DESCREATION) THE PROP DE-ICE AMMETER USING QUALIFIED FAA REPAIR STATION.
   B. PRIOR TO LJ-954, REPLACE PROPELLER DE-ICE TIMER IN CABIN FLOOR
   C. ENSURE A 25 AMP PROPELLER DE-ICE CIRCUIT BREAKER SWITCH IS INSTALLED.
   D. IF NOT EQUIPED INSTALL OPTIONAL FACTORY AUTOFEATHER SYSTEM. ALL PARTS ARE LISTED IN FACTORY ILLUSTRATED PART MANUAL AND WIRING DIAGRAMS FOR AUTOFEATHER SYSTEM.
8. TRANSFER COMPONENTS FROM OLD TO NEW ENGINE.
   A. ON AIRCRAFT LJ-502 THRU LJ-1110 EXISTING STARTER/GENERATORS REQUIRE CONVERSION FROM DRY TO WET DRIVE SPLINE AND CONCENTRIC MACHINING OR REPLACEMENT OF THE EXISTING STARTER/GENERATOR QUAD RING ADAPTOR.
   B. NO CONTROL CABLE REPLACEMENTS OR MODIFICATIONS ARE REEQUIRED.
   C. IF CONVERTING FROM 3 TO 4-BLADE PROPELLERS:
      I. ON LJ-502 THRU LJ-953 OR WITH NON-BF-GOODRICH PROPELLER DE-ICE; BRUSH BLOCKS OR BRUSH ASSY AND TIMERS MUST BE REPLACED WITH PARTS LISTED IN DRAWINGS. BRUSH MOUNTING BRACKET MUST BE TRIMMED.
      II. PRIOR TO LJ-953, ALTERATIONS TO PROPELLER DE-ICE WIRING AT BRUSH BLOCKS AND AT TIMER ARE REQUIRED.
   D. FOR AIRCRAFT PRIOR TO LJ-900, ENSURE FUEL FLOW DIVIDER AND DUMP VALVE PART NUMBER 3019906 OR EQUIVILANT IS INSTALLED ON THE ENGINES. THESE WILL BE PROVIDED BY PWC.
9. CLEAN & FLUSH THE OIL COOLER.
10. INSTALL NEW ENGINE. ENGINE MOUNTS AND FLUID HOSES ARE REPLACED AS REQUIRED ON CONDITION. USE THE INSTALLATION CHECKLIST.
11. IF EQUIPED, REMOVE SECONDARY LOW PITCH STOP SYSTEM PER BEECH SI 0808-247.
12. CHECK ELEVATOR CONTROL RIGGING AND REPLACE EXISTING ELEVATOR DOWNSPRINGS WITH PARTS PROVIDED.
13. RIG THE ENGINE AND PROPELLER CONTROLS.
14. PERFORM ITT AND TORQUE INDICATION ACCURACY CHECKS.
15. ENGINE PRESTART FUEL SYSTEM FLUSH AND FUEL CUT-OFF CHECK.
16. GROUND TEST RUNS AND FLIGHT PERFORMANCE CHECKS. COMPLETE THE POST-MOD PERFORMANCE WORKSHEET BH-003, PROVIDE BMI WITH A COPY
17. RETURN TO SERVICE LOG ENTREIES AND REQUIRED PAPERWORK.

**NOTES:**

1. THIS INSTALLATION IS CURRENTLY NOT ELIGIBLE ON PROLINE 21 EQUIPPED AIRPLANES.
2. ELIGIBLE ON GARMIN EQUIPPED AIRPLANES REF. GARMIN STC.

3. FRAKES AVIATION & AMERICAN AVIATION EXHAUST STACKS ARE ELIGIBLE AND INSTALLED PER THEIR RESPECTIVE STC.
4. USE NEW SEALS GASKETS, AND O-RINGS AND HARDWARE AS APPROPRIATE, INSTALLER PROCURED.
5. WEIGHT CHANGE:
   A. ENGINE WEIGHT CHANGE: +20 LBS AND +1053 IN-LBS.
   B. IF UPGRADING TO 4-BLADE: +82 LBS AND +4091 IN-LBS.

   NOTE: BMI RECOMENDS RE-WEIGHING THE AIRCRAFT TO ESTABLISH THE CORRECT WEIGHT & BALANCE DATA FOR THE MODIFIED AIRCRAFT.
6. **IF ANY DIFFICULTIES, QUESTIONS OR CONCERNS ARISE DURING THE INSTALLATION, PLEASE DON'T HESITATE TO CALL BLACKHAWK CUSTOMER SUPPORT: (254)755-6711. CUSTOMER.SUPPORT@BLACKHAWK.AERO**

## REQUIRED STC DOCUMENTS:

| QTY. | PART DESCRIPTION | PART NUMBER |
|---|---|---|
| 1 | STC CERTIFICATE WITH SIGNED LIMITED USE LICENSE | SA10341SC |
| 1 | AIRPLANE FLIGHT MANUAL SUPPLEMENT | 19003-00 |
| 1 | INSTRUCTION FOR CONTINUED AIRWORTHINESS | 19003-05 |
| 1 | INSTALLATION DRAWINGS | 19003-01 |
| 1 | ENGINE CONTROL RIGGING INSTRUCTION | 200710-30 |
| 1 | ENGINE CORE QUALIFICATION INSTRUCTIONS | BH-018 |
| 1 | PRE-MODIFICATION PERFORMANCE WORKSHEET | BH-011 |
| 1 | POST-MODIFICATION PERFORMANCE WORKSHEET | BH-003 |
| 1 | SUPPLEMENTAL ELEVATOR DOWN SPRING INSTALLATION INSTRUCTIONS. | --- |
| 1 | INSTALLATION CHECKLIST | --- |

## REQUIRED PARTS SUPPLIED BY BLACKHAWK:

| | | |
|---|---|---|
| 2 | ENGINES | PT6A-135A |
| 2 | BUSHING | 100801X7-0218 |
| 2 | BUSHING | 100801X4-0240 OR NAS42HT6B-15 |
| 2 | SPRING, ELEVATOR HOLD DOWN(1) | 19003-002 |

(1) MANUFACTURED PER BLACKHAWK SPEC 19003-02 AND PMA'D

## ADDITIONAL REQUIRED PARTS:

THESE PARTS ARE CUSTOMER SUPPLIED; CONSULT THE SIGNED SALES CONTRACT

| | | |
|---|---|---|
| 2 | PROP RPM INDICATOR (1) | SEE TASK 6 |
| 2 | TORQUE INDICATOR (1) | SEE TASK 6 |
| 2 | TORQUE TRANSDUCER | AS REQUIRED FOR INSTALLED Tq INDICATOR |
| 2 | ITT INDICATOR (1) | SEE TASK 6 |
| 2 | OIL PRESS/OIL TEMP INDICATOR (1) | SEE TASK 6 |
| 2 | WET SPLINE DRIVE SHAFT, STARTER/GENERATOR (2) | 02-6100-02 OR APC02-6100-02 SEE TASK 8A |
| 2 | QUAD RING ADAPTOR, STARTER/GENERATOR | USE 90-389000-05 OR MODIFY EXISTING 90-389000-1 PER STC INSTRUCTIONS |

(1) BLACKHAWK ELECTRONIC INDICATORS ARE AVAILABLE AS OPTIONAL REPLACEMENTS PER STC SA01496LA. ASK YOUR SALEMAN FOR DETAILS.

(2) REWORK EXISTING STARTER/GENERATOR P/N 23048-018 REPLACING ITS DRY SPLINE SHAFT PER LUCAS AEROSPACE OVERHAUL MANUAL DC STARTER/GENERATOR 23048 SERIES OR INSTALL A 23048-016 STARTER/GENERATOR.

## INSTALLER SUPPLIED PARTS:

| QTY. | PART DESCRIPTION | PART NUMBER |
|---|---|---|
| 2 | PROPELLERS | SEE PROPELLER ELIGIBILITY Pg 1 |
| 28 | TURBINE OIL | PER PWC SB1001 |
| AR | MISC. AN, MS, OR NAS HARDWARE AND CLAMPS | SEE BLACKHAWK DRAWINGS |

WHEN CHANGING TO HARTZELL 4-BLADE PROPELLERS THE FOLLOWING PARTS WILL BE REQUIRED PRIOR TO LJ-954 OR NON-BF GOODRICH TIMERS AND PARTS ARE INSTALLED.

| QTY. | PART DESCRIPTION | PART NUMBER |
|---|---|---|
| 1 | TIMER, PROPELLER DE-ICE – PRIOR TO LJ-954 | 3E1964-3 |
| 1 | MODULAR BRUSH ASSY, PROP DE-ICE– PRIOR TO LJ-954 | 3E2090-1 |
| AR | SHIMS, FOR MODULAR BRUSH ASSY, PROP DE-ICE – PRIOR TO LJ-954 | 1E1157 |
| AR | MISC. AN, MS, OR NAS HARDWARE AND CLAMPS | SEE DRAWINGS |
| 1 | SWITCH, PROP DE-ICE C.B. SW | 7270-5-25 |

## 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: Fayetteville Avi Fayeteville Aviation

Address: 37 Airport Road, Fayetteville, TN 37334

Contact Person and Title: Mark Cobb, Owner

Phone: 931-433-1960 Fax:

Email Address: fayaviation@att.net Contract Period: 2004-Current

Scope of Work: Aircraft Maintenance

**REFERENCE TWO**

Government/Company Name: Intercontinential Jet Services, Corp

Address: 3322 North 74th East Avenue, Tulsa, OK 74115

Contact Person and Title: Mark James, President

Phone: 918-834-8888 Fax:

Email Address: mark@icjetservice.com Contract Period: 2004-current

Scope of Work: Aircraft Maintenance

**REFERENCE THREE**

Government/Company Name: Air 1st

Address: 234 Air Park Boulevard, Aiken, SC 29805

Contact Person and Title: Mike Laver, Owner

Phone: 803-641-9999 Fax:

Email Address: mike@air1st.com Contract Period: 2004-current

Scope of Work: Aircraft Maintenance, Sales and Purchase

## 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.

| | |
|---|---|
| Northern Jet Sales, LLC | Ronald Northern |
| Bidder (Entity Name) | Signature |
| 1798 Irby LN /527 NW Chipshot LN | Ronald Northern |
| Street & Mailing Address | Print Name |
| Murfreesboro, TN 37127/Port St Lucie, FL 34986 | April 10, 2026 |
| City, State & Zip | Date Signed |
| 615-217-1006 | |
| Telephone Number | Fax Number |
| Ron@njsllc.org | |
| 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.

Ronald Northern

**Signature of Contractor's Authorized Official**

Ronald Northern, Member

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

April 10, 2026

**Date**

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

## CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

**For vendor doing business with local governmental entity**

| | OFFICE USE ONLY |
|---|---|
| **This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**<br>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).<br>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.<br>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. | Date Received |

Fayetteville Aviation

1 **Name of vendor who has a business relationship with local governmental entity.**

Northern Jet Sales, LLC

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.**

N/A

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

N/A

Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015

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

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

### LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

**OFFICE USE ONLY**

Date Received

1 Name of Local Government Officer

N/A

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 contract 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.**

Ronald Northern
Printed Name of Authorized Representative

Ronald Northern
Signature

Member
Title

April 10, 2026
Date

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

N/A

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

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☑ Yes ☐ No

**Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.**

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

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

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

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

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

N/A

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
## SUCONTRACTING PARTICIPATION DECLARATION FORM



Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☑ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

**FOR HUB OFFICE USE ONLY:**

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

### PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

N/A

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



### HUB Subcontractor Disclosure

**PART I: Continuation Sheet (Duplicate as Needed)**

HUB Subcontractor Name: Type text here

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

---

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

---

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

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

N/A

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM



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

**Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.**

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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



Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: Fayeteville Title: _____

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

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

Description of Subcontract Work to be Performed: _____

---

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

---

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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

## RESIDENCE CERTIFICATION/TAX FORM

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

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

☐ I certify that Northern Jet Sales, LLC [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Murfreesboro, TN 37127 (city and state).

| | |
|---|---|
| Taxpayer Identification Number (T.I.N.): | 62-1862196 |
| Company Name submitting bid/proposal: | Northern Jet Sales, LLC |
| Mailing address: | 527 NW Chipshot LN, Port StLucie, FL 34986 |
| If you are an individual, list the names and addresses of any partnership of which you are a general partner: | |

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

| Jefferson County Tax Acct. No.* | Property address or location** |
|---|---|
| N/A | N/A |
| | |
| | |

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

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

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

## HOUSE BILL 89 VERIFICATION

I, Ronald Northern, the undersigned representative of (company or business name) Northern Jet Sales, LLC (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.

Ronald Northern

Signature of Company Representative

April 10, 2026

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 Florida COUNTY OF Saint Lucie

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

on this day personally appeared Ronald Northern, 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: Northern Jet Sales, LLC, 527 NW Chipshot Lane, Port St Lucie, FL 34986

Fax: _____ Telephone# 615-217-1006

by: Ronald Northern Title: Member
(print name)

Signature: Ronald Northern

SUBSCRIBED AND SWORN to before me by the above-named

Ronald Northern on

this the 10 day of April, 2026

Notary Public in and for
the State of FL.

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

JEANNIE M. ANDERSON
Notary Public, State of Florida
Commission# HH 370819
My comm. expires Mar. 08, 2027

ACCELERATION
AVIATION UNDERWRITERS

# Aircraft Certificate of Insurance

| | |
|---|---|
| DATE ISSUED | 08/07/2025 |
| NAMED INSURED | Northern Jet Sales, LLC and Its Individual Executive Officers and Members |
| ADDRESS OF INSURED | 1798 Irby Lane<br>Murfreesboro, TN 37127 |
| INSURANCE COMPANY | Imperium Insurance Company |
| POLICY NUMBER | SKA-IIC-AVA-001178-01 |
| POLICY EFFECTIVE DATE | 08/02/2025 |
| POLICY EXPIRATION DATE | 08/02/2026 |
| CERTIFICATE EFFECTIVE | 08/02/2025 |
| AIRCRAFT COVERED | N701KE 1977 Piper 601P Aerostar |

## Aircraft Liability Coverage

| PART THREE. LIABILITY TO OTHERS | | LIMIT OF COVERAGE |
|---|---|---|
| DL. | SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE COVERAGE | **$1,000,000** Each Occurrence |
| | Passengers Coverage Limited to: | **$100,000** Each Passenger |

This Certificate is issued to the following Certificate Holder:

**Metropolitan Nashville Airport Authority and Nashville International Airport Authority**
**140 BNA Park Drive, Suite 520**
**Nashville, Tennessee 37214**

We agree to provide notice of cancellation or non-renewal to the named Certificate Holder if the policy should be cancelled or non-renewed by the Company in accordance with the notice requirements provided by the Policy.

The coverage provided by the Policy is subject to all the Policy's terms, conditions and exclusions. This certificate is issued as a matter of information only and does not affirmatively, nor negatively amend, extend or alter the coverage afforded by the policy.

**THE COMPANY BY ENDORSEMENT TO THE POLICY AGREES TO EXTEND COVERAGE TO THE NAMED CERTIFICATE HOLDER UNDER THE NAMED INSURED'S COVERAGE UNDER PART THREE, LIABILITY TO OTHERS, FOR AN OCCURRENCE ARISING OUT OF THE NAMED INSURED'S OPERATIONS AS APPLICABLE.**

ACCELERATION AVIATION UNDERWRITERS, INC.
Aviation Managers

GA112 (01/14)

**JEFFERSON COUNTY PURCHASING DEPARTMENT**
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

# Addendum to IFB

**IFB NUMBER:** IFB 26-017/MR

**IFB TITLE:** Re-Bid Jefferson County Sheriff's Office Purchase of Used Airplane and Trade or Sale of 1974 Mitsubishi MU2/J Airplane

**IFB DUE BY:** **11:00 am CT, Wednesday, April 15, 2026**

**ADDENDUM NO.:** 1

**ISSUED (DATE):** March 19, 2026

**To Bidder:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

---

**Reason for Issuance of this Addendum: Vendor Questions**

---

**The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.**

---

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

**ATTEST:**

Witness

Witness

Approved by ____ Date: _____

Ronald Northern
Authorized Signature (Respondent)

Member
Title of Person Signing Above

Ronald Northern
Typed Name of Business or Individual

527 NW chipshot LN, Port St Lucie, FL
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

# Addendum to IFB

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---

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

**ATTEST:**

Witness

Witness

Approved by ____ Date: _____

Ronald Northern
Authorized Signature (Respondent)

Member
Title of Person Signing Above

Ronald Northern
Typed Name of Business or Individual

527 NW Chipshot LN, Port St Lucie, Fl 34986
Address

**From:** Samuel Baker <samuelscottbaker@gmail.com>

**Subject:** King Air C-90B

LOI/Purchase Agreement (Formal PA to follow)

RE: 1996 King Air C-90B N90PR

Jefferson County Sheriff's Department (Purchaser) hereby offers to purchase the above referenced airplane: N90PR from Bryson Pogson (Turbine Aircraft Services LLC) for a price of One Million, Seven Hundred Fifty Thousand and 00/100 USD ($1,750,000.00). $100,000 wire deposit will take place as soon as possible but no later than 2 days after the signing of this agreement. Aero Space Escrow Agency (Emily Waters) PH 405-728-4125 will be used and charges will be split between buyer and seller.

The balance of One Million Six Hundred Fifty Thousand and 00/100 USD ($1,650,000.00) will be sent to Escrow as soon as possible, but within 10 days, unless agreed by both parties. This money will be held for distribution at closing. Delivery will coincide with this payment.

All airframe and engine log books, as well as any loose equipment will be delivered with this airplane. There will be no unairworthy squawks and all ADs and mandatory SBs will be completed.

Prepurchase Inspection: Purchaser will be given the opportunity to inspect and accept the airplane and the associated logs. Note: This airplane has fresh phase inspections and fresh Hot Section inspections on BlackHawk 135A engines.

The airplane will have no liens and will be delivered with a clear title, but accepted "as is" with no liabilities or guarantees, expressed or implied, from the seller or his agent. Purchaser is responsible for verification of specs, times, and condition.

Commissions will be retained and paid out of escrow, however, the prices above include commission.

Agreed this date: April 12, 2026

Bryson Pogson

Bryson Pogson
Seller

_____
Purchaser

Agent for this sale, Sam Baker

Sam Baker

Note: N90PR is currently available as of this date.

# 1996 BEECHCRAFT KING AIR C90B

USD **USD $1,750,000**

**Aircraft Location:** Bethany, Oklahoma

## Seller Information

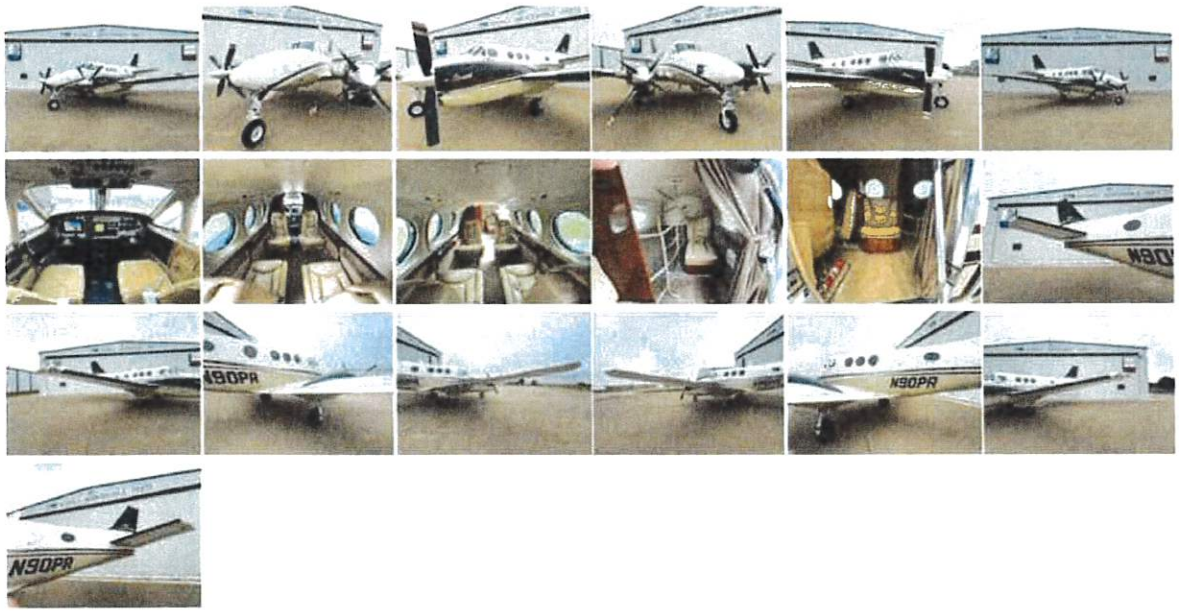
**Turbine Aircraft Services, LLC**

**Contact:** Bryson Pogson

**Phone:** (405) 347-1064

Bethany, Oklahoma

(405) 347-1064




Hide Thumbnails

## Description

HIGHLIGHTS: Blackhawk Hawkeye Digital Engine Gauges HBC Gross Weight Increase Mod (10,350#) Frakes Exhaust Stacks RosenView Moving Map and DVD Player Cleveland Wheels and Brakes KGS 115 VAC/ 60Hz Cabin Inverter w/ Cockpit and Cabin Outlets AvFab Cabin Headrest Assemblies CAMS Maintenance Tracking Co[illegible]ealed Lead Acid Battery

## Specifications

| | | | |
|---|---|---|---|
| **Year** | 1996 | **Manufacturer** | BEECHCRAFT |
| **Model** | KING AIR C90B | **Serial Number** | LJ-1437 |
| **Condition** | Used | **Registration #** | N90PR |
| **Total Time** | 6,700.8 | **Total Landings** | 5,364 |
| **Engine 1 Make/Model** | PRATT & WHITNEY PT6A-135A | **Engine 1 Serial Number** | PCE-PZ1051 |
| **Engine 1 Time** | 3,098 SNEW | **Engine 1 TBO** | 3600 |
| **Engine 1 Cycles** | 2,068 | **Engine 1 Notes** | 29.9 TSHSI 47 CSHSI |
| **Engine 2 Make/Model** | PRATT & WHITNEY PT6A-135A | **Engine 2 Serial Number** | PCE-PZ1050 |
| **Engine 2 Time** | 3,098.8 SNEW | **Engine 2 TBO** | 3600 |
| **Engine 2 Cycles** | 2,068 | **Engine 2 Notes** | 0.0 TSHSI (In Progress) 0 CSHSI |
| **Prop Notes** | McCauley 4HFR34C768-C (Four Blade) Left: 6,700.8 TSN 299.0 TSOH (17/NOV/2020) Hub S/N 952291 Right: 6,700.8 TSN 299.0 TSOH (17/NOV/2020) Hub S/N 950068 | **Avionics/Radios** | EFIS: Garmin G600 TXi (GDU 1060 w/ Synthetic Vision) NAVIGATOR #1 Garmin GTN 750 NAVIGATOR #2 Garmin GTN 650 TRANSPONDER : Garmin GTX 345 (ADS-B In and Out) DATA LINK: Garmin GDL 69A AUDIO PANEL: Garmin GMA35c (Bluetooth) DIGITAL ADAPTER: Garmin GAD 43e ADAHRS: Garmin GSU 75 STANDBY ATTITUDE: Mid-Continent MD-302 SAM TELEPHONE: Aircell ST-3100-Iridium w/ Dual Handsets TCAS: BF Goodrich Skywatch 497 STORMSCOPE: BF Goodrich WX-1000 FLIGHT CONTROL SYSTEM: Collins APS-65 RADAR: Collins WXR-270 RADAR ALTIMETER: Collins ALT-55 ELT: Artex ELT-110-4 |

**From:** Samuel Baker <samuelscottbaker@gmail.com>

**Subject:** King Air C-90A

LOI/Purchase Agreement (Formal PA to follow)

RE: 1993 King Air C-90A S/N LJ-1342 C-FTPE

Jefferson County Sheriff's Department (Purchaser) hereby offers to purchase the above referenced airplane: 1993 C-90A from Steven Zago (AirsideAviation) for a price of One Million, Two Hundred Thousand and 00/100 USD ($1,200,000.00).
$100,000 wire deposit will take place as soon as possible but no later than 2 days after the signing of this agreement. Aero Space Escrow Agency (Emily Waters) PH 405-728-4125 will be used and charges will be split between buyer and seller.

The balance of One Million One Hundred Thousand and 00/100 USD ($1,100,000.00) will be sent to Escrow as soon as possible, but within 7 days, unless agreed by both parties. This money will be held for distribution at closing. Delivery will coincide with this payment.

All airframe and engine log books, as well as any loose equipment will be delivered with this airplane. There will be no unairworthy squawks and all ADs and mandatory SBs will be completed. Logs are complete and there is no major damage.

Purchaser will be given the opportunity to inspect and accept the airplane and the associated logs. Note: This airplane has all phase inspections and AD's up to date. The inspection will take place in Edmonton Canada, however, a Virtual Video may be acceptable.

The airplane will have no liens and will be delivered with a clear title, but accepted "as is" with no liabilities or guarantees, expressed or implied, from the seller or his agent. Purchaser is responsible for verification of specs, times, and condition.

Commissions will be retained and paid out of escrow, however, the prices above include commission.

Agreed this date: April 15, 2026

_____
Purchaser

Steve Zago Airside Aviation
Seller

Agent for this sale, Sam Baker

Note: This C-90A is currently available as of this date.

# 1993 Beech KA C90A

SN LJ-1342 | C-FTPE

(403) 630-8484 | info@airsideaviation.ca | airsideaviation.ca

# FEATURES

- C90 Raisebeck Whisper Performance Package
- Commercially Maintained
- Recent Landing Gear Overhaul
- Air-Conditioning
- L-3 IRIS Nose Camera

# AIRFRAME

Airframe TTSN: 4,058.9 hrs

AIRSIDE AVIATION inc

(403) 630-8484 | info@airsideaviation.ca | airsideaviation.ca

# ENGINES

Make/Model: Pratt & Whitney PT6A-21

Left Engine | SN PCE-25726
Time Remaining: 41.1 Hours

Right Engine | SN PCE-25728
Time Remaining: 41.1 Hours

# PROPELLERS

Make/Model: McCauley 4HFR34C768

Left Propeller
Time Remaining: 2,527.5 Hours

Right Propeller
Time Remaining: 2,527.5 Hours

AIRSIDE AVIATION inc

(403) 630-8484 | info@airsideaviation.ca | airsideaviation.ca

# AVIONICS

- Garmin G1000 w/ Synthetic Vision & XM Weather
- L-3 IRIS Nose Camera
- Garmin GDU1040A PFD
- Garmin GIA63W Integrated Avionics Unit
- Garmin GTX33ES Transponder
- Garmin GMA1347D Audio Panel
- Garmin GRS77 AHRS
- Garmin GDC74B ADC
- Garmin GTP59 Temp Probe
- Garmin GEA71 Engine Analyzer Unit
- Garmin GMU44 Magnetometer
- Garmin GDU1500 MFD
- Garmin GCU475 FMS Control Unit
- Garmin GWX68 Weather Radar
- Garmin GDL69A Datalink
- Garmin GMC710 AFCS Control Unit
- Garmin GSA80
- Garmin GSA81

# EQUIPMENT

- Air-Conditioning
- Cabin Pressurization System
- C90 Raisebeck Whisper Performance Package
  - Raisebeck Dual Strakes
  - Raisebeck Quiet Turbofan Props (Hartzell 4 Blade)
  - Raisebeck 10,500 Upgross
- Cleveland Wheels & Brakes

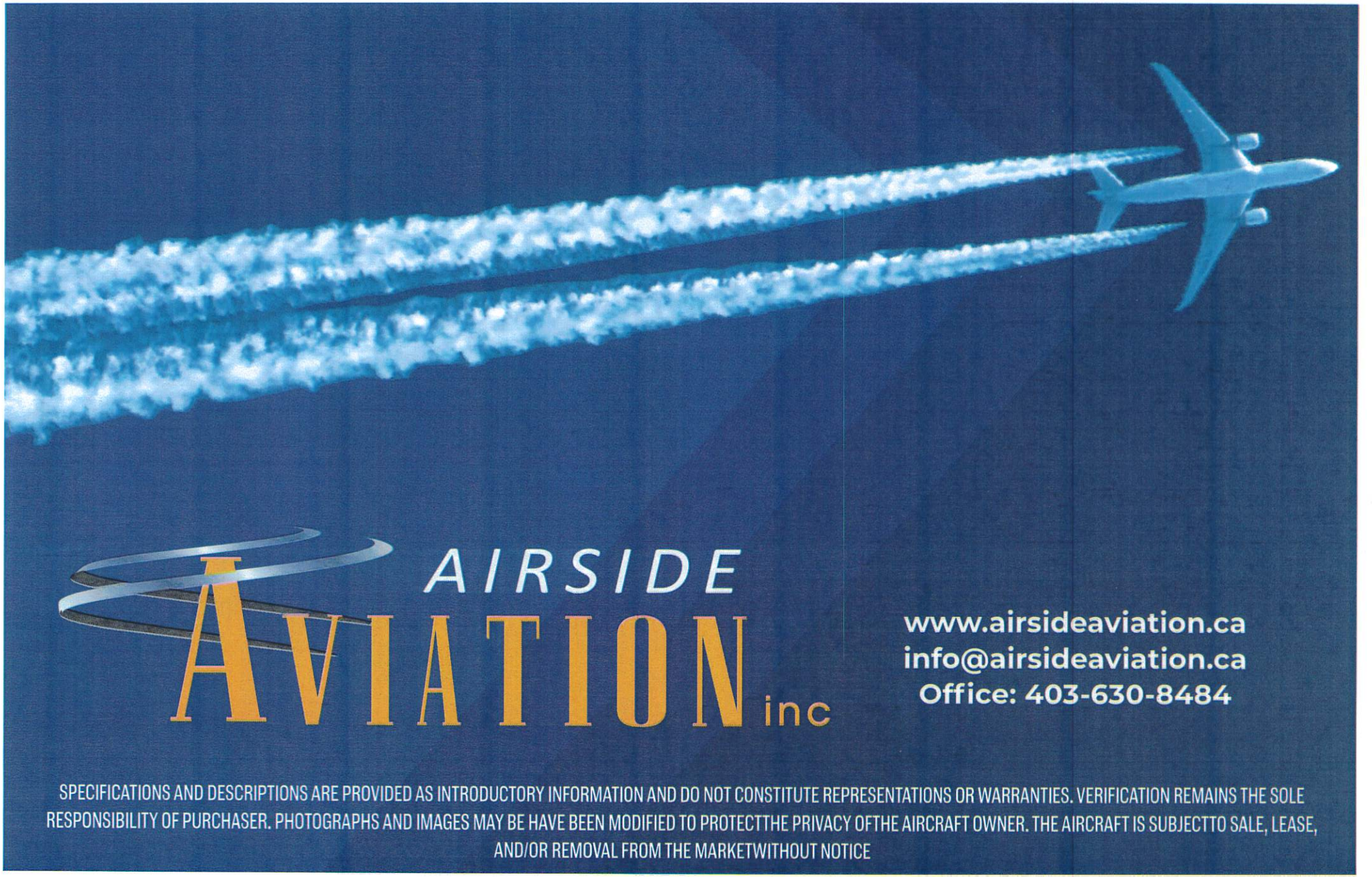
AIRSIDE AVIATION inc

(403) 630-8484 | info@airsideaviation.ca | airsideaviation.ca

# AIRCRAFT GALLERY

AIRSIDE AVIATION inc

(403) 630-8484 | info@airsideaviation.ca | airsideaviation.ca




SPECIFICATIONS AND DESCRIPTIONS ARE PROVIDED AS INTRODUCTORY INFORMATION AND DO NOT CONSTITUTE REPRESENTATIONS OR WARRANTIES. VERIFICATION REMAINS THE SOLE RESPONSIBILITY OF PURCHASER. PHOTOGRAPHS AND IMAGES MAY BE HAVE BEEN MODIFIED TO PROTECTTHE PRIVACY OFTHE AIRCRAFT OWNER. THE AIRCRAFT IS SUBJECTTO SALE, LEASE, AND/OR REMOVAL FROM THE MARKETWITHOUT NOTICE

# JOC 26-022
# Annex 1 Roofing

**BELFOR Property Restoration**

8872 Fallbrook Dr - Houston, TX 77064
(713) 263-1194 Tel. - (713) 263-1197 Fax.

| | |
|---|---|
| Insured: | Courthouse Annex 1 (Exterior) |
| Property: | 1225 Pearl Street<br>Beaumont, TX 77701 |

| | | | |
|---|---|---|---|
| Estimator: | Nicholas Vitek | Business: | (713) 205-4526 |
| Company: | Belfor Property Restoration | E-mail: | nicholas.vitek@us.belfor.com |
| Business: | 8872 Fallbrook Dr<br>Houston, TX 77064 | | |

| | | | |
|---|---|---|---|
| Contractor: | | Business: | (713) 263-1194 |
| Company: | Belfor Property Restoration - Tax ID 84-1309171 | | |
| Business: | 8872 Fallbrook Dr<br>Houston, TX 77064 | | |

| **Claim Number:** | **Policy Number:** | **Type of Loss:** |
|---|---|---|

| | | | |
|---|---|---|---|
| Date of Loss: | | Date Received: | |
| Date Inspected: | | Date Entered: | 4/6/2026 1:31 PM |

| | |
|---|---|
| Price List: | TXBM8X_JUN24<br>Restoration/Service/Remodel |
| Estimate: | 31-26-JCANNEX1-JOC |

**BELFOR Property Restoration**

8872 Fallbrook Dr - Houston, TX 77064
(713) 263-1194 Tel. - (713) 263-1197 Fax.

**Project:** Jefferson County - Annex 1 - Roofing
**BuyBoard Contract** 780-25
- We would like to thank you for the opportunity to provide you with this estimate proposal utilizing our 780-25 Buy Board Texas Contract based on insurance repair / restoration system Xactimate utilizing price list TXBM8X_JUN24 which is based upon Beaumont specific pricing. The total cost for the repairs detailed in the following estimate is **$547,878.03**.
- The attached estimate details the specific work to be completed. Additional work outside of that specified in this estimate will be through separate proposal(s) and/or change order(s) detailing the additional/changed scope of work as well as the terms and pricing of those changes. Repairs will be scheduled after a signed copy of this estimate is received.

**Proposal Summary:**
- Controlled removal and disposal of existing modified bitumen roof.
- Installation of new insulation to code required thickness with two-part adhesive
- Reconstruction of roof, modified bitumen
- Removal & Replacement of flashing, drip edge, pitch pan, ventilators
- Detatch & reset of roof vents
- Cleaning of grounds during and after working hours / intervals
- Detach, lift, and reset of HVACs

**Item Summary:**
- Temporary Toilets (2) and Washing Station (1): 1 month
- Temporary fencing (700 lf): 3 month (split with other building)
- Remove and Replacement of modified bitumen roof (181.68 SQ)
- Removal of Fiberboard and insulation board (173.03 SQ)
- Replacement of Fiberboard and Insulation board (181.68 SQ) w/ 2 part adhesive
- Flashing: Parapet (537 lf), Counterflashing(537 lf), Pipe jack (9)
- Removal and Replacement of Drip Edge (407lf), Drip edge apron (122lf), Pitchpan (9)
- Removal and Replacement of Gravity Roof Ventilator (13)
- Removal and Replacement of Gutters (211 lf)
- Detach and Reset of Roof Vent (19)
- Detach and reset of HVACs
- Equipment: Telehandler (3 wk) with delivery/pickup
- Labor: Cleaning (192), Supervision (120), HSO (120), Roofing General (320)
- Dumpsters (40y): 3

**Exclusions:**
- Work / project items beyond scope.
- Unforeseen events
- Holidays

ATTEST
DATE 4/21/26

**Estimated Working Days:** 12 on-site working days, weekends only.
Unless noted otherwise, the customer is required to provide heat, water and electricity on-site for the duration of this project. The customer is responsible for providing continuous access to the project area during normal business hours, Monday - Friday, 8:00 am - 5:00 pm. Where an item is being replaced, we will be matching the existing item's quality, color, finish, texture or material as close as possible where applicable unless noted otherwise, there is no guaranty either specified or implied on exact matches. This estimate does not include hazardous material testing or abatement unless specifically detailed in the following estimate.

I/we agree to the terms and conditions of this proposal.

Owner/Authorized signature Date 04/21/2026

BELFOR Representative Nicholas Vitek Date 4/6/26

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

**BELFOR Property Restoration**

8872 Fallbrook Dr - Houston, TX 77064
(713) 263-1194 Tel. - (713) 263-1197 Fax.

**31-26-JCANNEX1-JOC**

**Main Level**

**General Conditions**

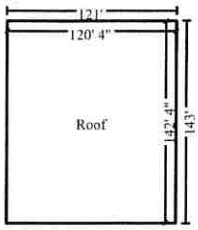
| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | O&P | TOTAL |
|---|---|---|---|---|---|---|
| 1. Commercial Supervision / Project Management - per hour | 120.00 HR | 0.00 | 76.37 | 0.00 | 1,832.88 | 10,997.28 |
| Labor supervision scheduled at 10 hr/day x (4) days a week (Thursday - Sunday) for an anticipated 3 week restoration duration. | | | | | | |
| 2. Health & Safety Officer | 120.00 HR | 0.00 | 101.00 | 0.00 | 2,424.00 | 14,544.00 |
| Health & Safety Officer scheduled at 10 hr/day x (4) days a week (Thursday - Sunday) for an anticipated 3 week restoration duration. | | | | | | |
| 3. General Laborer - per hour | 192.00 HR | 0.00 | 43.36 | 0.00 | 1,665.02 | 9,990.14 |
| Additional labor for (2) laborers for grounds cleaning, manipulation of materials, and staging for a duration (4) days a week (Thursday - Sunday) for an anticipated 3 week restoration duration. | | | | | | |
| 4. Temporary toilet (per month) | 2.00 MO | 0.00 | 220.12 | 0.00 | 88.04 | 528.28 |
| Note: Priced per month, including delivery and pick-up. | | | | | | |
| 5. Temporary hand washing station (per month) | 1.00 MO | 0.00 | 280.00 | 0.00 | 56.00 | 336.00 |
| Note: Priced per month, including delivery and pick-up. | | | | | | |
| 7. Dumpster load - Approx. 40 yards, 7-8 tons of debris | 3.00 EA | 880.00 | 0.00 | 0.00 | 528.00 | 3,168.00 |
| The proposed cost of $4,475.00/2 = $2,237.50 is applied to each building (Annex 1 & Annex 2). | | | | | | |
| 6. Temporary Fencing - Per NMS Proposal including 700' of fencing for annex buildings (3 month rental) | 0.50 EA | 0.00 | 4,475.00 | 0.00 | 447.50 | 2,685.00 |
| Totals: General Conditions | | | | 0.00 | 7,041.44 | 42,248.70 |

**Equipment**

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | O&P | TOTAL |
|---|---|---|---|---|---|---|
| 8. Telehandler/forklift (per week) - no operator | 3.00 WK | 0.00 | 1,350.16 | 0.00 | 810.10 | 4,860.58 |
| 9. Rental equipment delivery / mobilization (Bid item) | 1.00 EA | 0.00 | 250.00 | 0.00 | 50.00 | 300.00 |
| Totals: Equipment | | | | 0.00 | 860.10 | 5,160.58 |

**BELFOR Property Restoration**

8872 Fallbrook Dr - Houston, TX 77064
(713) 263-1194 Tel. - (713) 263-1197 Fax.




**Roof** **Height: 8'**

| | |
|---|---|
| 4,202.67 SF Walls | 17,127.44 SF Ceiling |
| 21,330.11 SF Walls & Ceiling | 17,127.44 SF Floor |
| 1,903.05 SY Flooring | 525.33 LF Floor Perimeter |
| 525.33 LF Ceil. Perimeter | |

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | O&P | TOTAL |
|---|---|---|---|---|---|---|
| 10. Remove Modified bitumen roof - hot mopped | 173.03 SQ | 60.48 | 0.00 | 0.00 | 2,092.98 | 12,557.83 |
| Includes: Dump fees, hauling, disposal, and labor to remove bitumen roof. | | | | | | |
| 12. Remove Bitumen roof - Add. base sheet - self-adhering | 173.03 SQ | 8.62 | 0.00 | 0.00 | 298.30 | 1,789.82 |
| Includes: Additional dump fees, hauling, disposal, and labor to remove roofing with additional base layers. | | | | | | |
| 13. Remove Fiberboard - 1/2" | 17,303.00 SF | 0.72 | 0.00 | 0.00 | 2,491.64 | 14,949.80 |
| Includes: Dump fees, hauling, disposal, and labor cost to remove fiberboard. | | | | | | |
| 14. Tear off insulation board (no haul off) | 173.03 SQ | 49.36 | 0.00 | 0.00 | 1,708.16 | 10,248.92 |
| Includes: Dump fees, hauling, disposal, and labor cost to remove ISO insulation board. | | | | | | |
| 16. Remove Flash parapet wall only - bitumen - up to 3' | 407.00 LF | 2.44 | 0.00 | 0.00 | 198.62 | 1,191.70 |
| 17. Modified bitumen roof - hot mopped | 181.68 SQ | 0.00 | 419.77 | 0.00 | 15,252.76 | 91,516.57 |
| 18. Bitumen roof - Add. base sheet - self-adhering | 181.68 SQ | 0.00 | 125.20 | 0.00 | 4,549.26 | 27,295.60 |
| 19. Fiberboard - 1/2" | 18,168.15 SF | 0.00 | 1.05 | 0.00 | 3,815.32 | 22,891.88 |
| 20. Insulation - ISO board, 1 1/2" | 181.68 SQ | 0.00 | 222.21 | 0.00 | 8,074.22 | 48,445.33 |
| 21. Flash parapet wall & vent curbs only - up to 3' | 537.00 LF | 0.00 | 12.89 | 0.00 | 1,384.38 | 8,306.31 |
| 22. Remove & Replace Counterflashing - Apron flashing | 537.00 LF | 0.72 | 8.48 | 0.00 | 988.08 | 5,928.48 |
| 23. Remove & Replace Cap flashing - steel - large | 407.00 LF | 0.72 | 19.43 | 0.00 | 1,640.20 | 9,841.25 |
| 24. Membrane roofing - cant strips - wood | 407.00 LF | 0.00 | 3.32 | 0.00 | 270.24 | 1,621.48 |
| 25. Remove & Replace Flashing - pipe jack - lead | 9.00 EA | 8.59 | 74.57 | 0.00 | 149.68 | 898.12 |
| 26. Remove & Replace Drip edge - PVC/TPO clad metal with cleat | 407.00 LF | 0.68 | 13.11 | 0.00 | 1,122.52 | 6,735.05 |
| 27. Remove & Replace Drip edge/gutter apron | 122.00 LF | 0.40 | 2.51 | 0.00 | 71.00 | 426.02 |
| 28. Remove & Replace Pitch pan / pocket - up to 6" x 6" x 4" - galvanized | 9.00 EA | 30.50 | 96.61 | 0.00 | 228.80 | 1,372.79 |

**CONTINUED - Roof**

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | O&P | TOTAL |
|---|---|---|---|---|---|---|
| 29. Remove & Replace Gravity roof ventilator - 18" | 13.00 EA | 10.96 | 323.48 | 0.00 | 869.54 | 5,217.26 |
| 30. Roof vent - Detach & reset | 19.00 EA | 0.00 | 63.81 | 0.00 | 242.48 | 1,454.87 |
| 31. Hip/ridge/rake/eave nailer board - 2x2 | 141.00 LF | 0.00 | 1.79 | 0.00 | 50.48 | 302.87 |
| 32. Roofing (Bid Item) - Application of Adhesive Part A | 4.00 EA | 0.00 | 7,318.00 | 0.00 | 5,854.40 | 35,126.40 |
| 33. Roofing (Bid Item) - Application of Adhesive Part B | 4.00 EA | 0.00 | 7,318.00 | 0.00 | 5,854.40 | 35,126.40 |
| 34. Roofing - General Laborer - per hour | 320.00 HR | 0.00 | 43.36 | 0.00 | 2,775.04 | 16,650.24 |
| Totals: Roof | | | | 0.00 | 59,982.50 | 359,894.99 |

**Electrical**

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | O&P | TOTAL |
|---|---|---|---|---|---|---|
| 35. Heat, Vent, & Air Conditioning (Bid Item) - Per Proposal | 1.00 EA | 0.00 | 32,297.73 | 0.00 | 6,459.54 | 38,757.27 |
| Per the Belfor proposed costs, include the disconnect, lift, place, and reconnect of roof-mounted HVAC's and electrical. | | | | | | |
| Totals: Electrical | | | | 0.00 | 6,459.54 | 38,757.27 |

**Gutters**

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | O&P | TOTAL |
|---|---|---|---|---|---|---|
| 36. Remove & Replace Gutter / downspout - box - aluminum - 7" to 8" | 211.00 LF | 0.62 | 23.10 | 0.00 | 1,000.98 | 6,005.90 |
| Totals: Gutters | | | | 0.00 | 1,000.98 | 6,005.90 |

**Building Code (Roof)**

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | O&P | TOTAL |
|---|---|---|---|---|---|---|
| ~~38. Insulation - ISO board, 3 1/2"~~ | ~~173.03 SQ~~ | ~~0.00~~ | ~~413.78~~ | ~~0.00~~ | ~~14,319.28~~ | ~~85,915.63~~ |
| This item did not previously exist or expands the scope of repairs, but is required by current building codes. The code upgrade cost is payable when incurred, subject to limits. | | | | | | |
| Inclusion/Addition of 3.5" of ISO board to meet R25 Code requirement. | | | | | | |
| ~~39. Retrofit curb~~ | ~~6.00 EA~~ | ~~0.00~~ | ~~1,374.30~~ | ~~0.00~~ | ~~1,649.16~~ | ~~9,894.96~~ |

**CONTINUED - Building Code (Roof)**

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | O&P | TOTAL |
|---|---|---|---|---|---|---|
| This item did not previously exist or expands the scope of repairs, but is required by current building codes. The code upgrade cost is payable when incurred, subject to limits. | | | | | | |
| Totals: Building Code (Roof) | | | | 0.00 | 0.00 | 0.00 |
| Total: Main Level | | | | **0.00** | **75,344.56** | **452,067.44** |
| **Line Item Totals: 31-26-JCANNEX1-JOC** | | | | **0.00** | **75,344.56** | **452,067.44** |

## Grand Total Areas:

| | | | | | |
|---|---|---|---|---|---|
| 4,202.67 | SF Walls | 17,127.44 | SF Ceiling | 21,330.11 | SF Walls and Ceiling |
| 17,127.44 | SF Floor | 1,903.05 | SY Flooring | 525.33 | LF Floor Perimeter |
| 0.00 | SF Long Wall | 0.00 | SF Short Wall | 525.33 | LF Ceil. Perimeter |
| 17,127.44 | Floor Area | 17,303.00 | Total Area | 4,202.67 | Interior Wall Area |
| 4,752.00 | Exterior Wall Area | 528.00 | Exterior Perimeter of Walls | | |
| 0.00 | Surface Area | 0.00 | Number of Squares | 0.00 | Total Perimeter Length |
| 0.00 | Total Ridge Length | 0.00 | Total Hip Length | | |

| Coverage | Item Total | % | ACV Total | % |
|---|---|---|---|---|
| Dwelling | 452,067.44 | 100.00% | 452,067.44 | 100.00% |
| Dwelling - Code Upgrade | 0.00 | 0.00% | 0.00 | 0.00% |
| Other Structures | 0.00 | 0.00% | 0.00 | 0.00% |
| Contents | 0.00 | 0.00% | 0.00 | 0.00% |
| Total | 452,067.44 | 100.00% | 452,067.44 | 100.00% |

**BELFOR Property Restoration**

8872 Fallbrook Dr - Houston, TX 77064
(713) 263-1194 Tel. - (713) 263-1197 Fax.

## Summary for Dwelling

| | |
|---|---|
| Line Item Total | 376,722.88 |
| Overhead | 37,672.28 |
| Profit | 37,672.28 |
| **Replacement Cost Value** | **$452,067.44** |
| **Net Claim** | **$452,067.44** |

Nicholas Vitek

**BELFOR Property Restoration**

8872 Fallbrook Dr - Houston, TX 77064
(713) 263-1194 Tel. - (713) 263-1197 Fax.

## Summary for Dwelling - Code Upgrade

| | |
|---|---|
| Line Item Total | 0.00 |
| **Replacement Cost Value** | **$0.00** |
| **Net Claim** | **$0.00** |

## Dwelling - Code Upgrade Paid When Incurred

| | |
|---|---|
| Line Item Total | 79,842.15 |
| Overhead | 7,984.22 |
| Profit | 7,984.22 |
| **Replacement Cost Value** | **$95,810.59** |
| **Total Paid When Incurred** | **$95,810.59** |
| **Net Claim** | **$0.00** |
| **Net Claim if Additional Amounts are Recovered** | **$95,810.59** |

Nicholas Vitek

**BELFOR Property Restoration**

8872 Fallbrook Dr - Houston, TX 77064
(713) 263-1194 Tel. - (713) 263-1197 Fax.

## Recap of Taxes, Overhead and Profit

| | Overhead (10%) | Profit (10%) |
|---|---|---|
| Line Items | 37,672.28 | 37,672.28 |
| **Total** | **37,672.28** | **37,672.28** |

**BELFOR Property Restoration**

8872 Fallbrook Dr - Houston, TX 77064
(713) 263-1194 Tel. - (713) 263-1197 Fax.

## Recap by Room

**Estimate: 31-26-JCANNEX1-JOC**

| | | | |
|---|---|---|---|
| **Area: Main Level** | | | |
| **General Conditions** | | **35,207.26** | **9.35%** |
| Coverage: Dwelling | 100.00% = | 35,207.26 | |
| **Equipment** | | **4,300.48** | **1.14%** |
| Coverage: Dwelling | 100.00% = | 4,300.48 | |
| **Roof** | | **299,912.49** | **79.61%** |
| Coverage: Dwelling | 100.00% = | 299,912.49 | |
| **Electrical** | | **32,297.73** | **8.57%** |
| Coverage: Dwelling | 100.00% = | 32,297.73 | |
| **Gutters** | | **5,004.92** | **1.33%** |
| Coverage: Dwelling | 100.00% = | 5,004.92 | |
| **Area Subtotal: Main Level** | | **376,722.88** | **100.00%** |
| Coverage: Dwelling | 100.00% = | 376,722.88 | |
| **Subtotal of Areas** | | **376,722.88** | **100.00%** |
| Coverage: Dwelling | 100.00% = | 376,722.88 | |
| **Total** | | **376,722.88** | **100.00%** |

**BELFOR Property Restoration**

8872 Fallbrook Dr - Houston, TX 77064
(713) 263-1194 Tel. - (713) 263-1197 Fax.

## Recap by Category

| O&P Items | | | Total | % |
|---|---|---|---|---|
| **GENERAL DEMOLITION** | | | **38,218.72** | **8.45%** |
| Coverage: Dwelling | @ | 100.00% = | 38,218.72 | |
| **HEAVY EQUIPMENT** | | | **4,300.48** | **0.95%** |
| Coverage: Dwelling | @ | 100.00% = | 4,300.48 | |
| **HEAT, VENT & AIR CONDITIONING** | | | **32,297.73** | **7.14%** |
| Coverage: Dwelling | @ | 100.00% = | 32,297.73 | |
| **LABOR ONLY** | | | **29,609.52** | **6.55%** |
| Coverage: Dwelling | @ | 100.00% = | 29,609.52 | |
| **ROOFING** | | | **264,464.59** | **58.50%** |
| Coverage: Dwelling | @ | 100.00% = | 264,464.59 | |
| **SOFFIT, FASCIA, & GUTTER** | | | **4,874.10** | **1.08%** |
| Coverage: Dwelling | @ | 100.00% = | 4,874.10 | |
| **TEMPORARY REPAIRS** | | | **2,957.74** | **0.65%** |
| Coverage: Dwelling | @ | 100.00% = | 2,957.74 | |
| **O&P Items Subtotal** | | | **376,722.88** | **83.33%** |
| **Overhead** | | | **37,672.28** | **8.33%** |
| Coverage: Dwelling | @ | 100.00% = | 37,672.28 | |
| **Profit** | | | **37,672.28** | **8.33%** |
| Coverage: Dwelling | @ | 100.00% = | 37,672.28 | |
| **Total** | | | **452,067.44** | **100.00%** |

**BELFOR Property Restoration**

8872 Fallbrook Dr - Houston, TX 77064
(713) 263-1194 Tel. - (713) 263-1197 Fax.

# JOC 26-023
# Annex 2 Roofing

| | |
|---|---|
| Insured: | Courthouse Annex 2 (Exterior) |
| Property: | 1295 Pearl Street<br>Beaumont, TX 77701 |

| | | | |
|---|---|---|---|
| Estimator: | Nicholas Vitek | Business: | (713) 205-4526 |
| Company: | Belfor Property Restoration | E-mail: | nicholas.vitek@us.belfor.com |
| Business: | 8872 Fallbrook Dr<br>Houston, TX 77064 | | |

| | | | |
|---|---|---|---|
| Contractor: | | Business: | (713) 263-1194 |
| Company: | Belfor Property Restoration - Tax ID 84-1309171 | | |
| Business: | 8872 Fallbrook Dr<br>Houston, TX 77064 | | |

| **Claim Number:** | **Policy Number:** | **Type of Loss:** |
|---|---|---|

| | | | |
|---|---|---|---|
| Date of Loss: | | Date Received: | |
| Date Inspected: | | Date Entered: | 4/6/2026 1:31 PM |

| | |
|---|---|
| Price List: | TXBM8X_JUN24<br>Restoration/Service/Remodel |
| Estimate: | 31-26-JCANNEX2-JOC |

**BELFOR Property Restoration**

8872 Fallbrook Dr - Houston, TX 77064
(713) 263-1194 Tel. - (713) 263-1197 Fax.

**Project:** Jefferson County - Annex 2 - Roofing
**BuyBoard Contract** 780-252
- We would like to thank you for the opportunity to provide you with this estimate proposal utilizing our 780-25 Buy Board Texas Contract based on insurance repair / restoration system Xactimate utilizing price list TXBM8X_JUN24 which is based upon Beaumont specific pricing. The total cost for the repairs detailed in the following estimate is **$464,641.07**.
- The attached estimate details the specific work to be completed. Additional work outside of that specified in this estimate will be through separate proposal(s) and/or change order(s) detailing the additional/changed scope of work as well as the terms and pricing of those changes. Repairs will be scheduled after a signed copy of this estimate is received.

**Proposal Summary:**
- Controlled removal and disposal of existing modified bitumen roof.
- Installation of new insulation to code required thickness with two-part adhesive
- Reconstruction of roof, modified bitumen
- Removal & Replacement of flashing, drip edge, pitch pan, ventilators
- Detatch & reset of roof vents
- Cleaning of grounds during and after working hours / intervals
- Detach, lift, and reset of HVACs

**Item Summary:**
- Temporary Toilets (2) and Washing Station (1): 1 month
- Temporary fencing (700 lf): 3 month (split with other building)
- Remove and Replacement of modified bitumen roof (192.86 SQ)
- Removal of Fiberboard and insulation board (192.86 SQ)
- Replacement of Fiberboard and Insulation board (192.86 SQ)
- Flashing: Parapet (792 lf), Counterflashing(792 lf), Pipe jack (8)
- Removal and Replacement of Drip Edge (792lf), Pitchpan (8)
- Remove and Replacement of Exhaust Cap (1)
- Remove and Replacement of scupper (6)
- Detach and reset of HVACs
- Equipment: Telehandler (3 wk) with delivery/pickup
- Labor: Cleaning (192), Supervision (120), HSO (120), Roofing General (320)
- Dumpsters (40y): 3

**Exclusions:**
- Work / project items beyond scope.
- Unforeseen events
- Holidays

ATTEST
DATE 4/21/26

**Estimated Working Days:** 12 on-site working days, weekends only.
Unless noted otherwise, the customer is required to provide heat, water and electricity on-site for the duration of this project. The customer is responsible for providing continuous access to the project area during normal business hours, Monday - Friday, 8:00 am - 5:00 pm. Where an item is being replaced, we will be matching the existing item's quality, color, finish, texture or material as close as possible where applicable unless noted otherwise, there is no guaranty either specified or implied on exact matches. This estimate does not include hazardous material testing or abatement unless specifically detailed in the following estimate.

I/we agree to the terms and conditions of this proposal.

Owner/Authorized signature Date 04/21/2026

BELFOR Representative Nicholas Vitek Date 4/6/26

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

**BELFOR Property Restoration**

8872 Fallbrook Dr - Houston, TX 77064
(713) 263-1194 Tel. - (713) 263-1197 Fax.

**31-26-JCANNEX2-JOC**

**Main Level**

### General Conditions

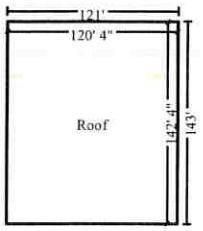
| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | O&P | TOTAL |
|---|---|---|---|---|---|---|
| 1. Commercial Supervision / Project Management - per hour | 120.00 HR | 0.00 | 76.37 | 0.00 | 1,832.88 | 10,997.28 |
| Labor supervision scheduled at 10 hr/day x (4) days a week (Thursday - Sunday) for an anticipated 3 week restoration duration. | | | | | | |
| 2. Health & Safety Officer | 120.00 HR | 0.00 | 101.00 | 0.00 | 2,424.00 | 14,544.00 |
| Health & Safety Officer scheduled at 10 hr/day x (4) days a week (Thursday - Sunday) for an anticipated 3 week restoration duration. | | | | | | |
| 3. General Laborer - per hour | 192.00 HR | 0.00 | 43.36 | 0.00 | 1,665.02 | 9,990.14 |
| Additional labor for (2) laborers for grounds cleaning, manipulation of materials, and staging for a duration (4) days a week (Thursday - Sunday) for an anticipated 3 week restoration duration. | | | | | | |
| 4. Temporary toilet (per month) | 2.00 MO | 0.00 | 220.12 | 0.00 | 88.04 | 528.28 |
| Note: Priced per month, including delivery and pick-up. | | | | | | |
| 5. Temporary hand washing station (per month) | 1.00 MO | 0.00 | 280.00 | 0.00 | 56.00 | 336.00 |
| Note: Priced per month, including delivery and pick-up. | | | | | | |
| 6. Temporary Fencing - Per NMS Proposal including 700' of fencing for annex buildings (3 month rental) | 0.50 EA | 0.00 | 4,475.00 | 0.00 | 447.50 | 2,685.00 |
| 7. Dumpster load - Approx. 40 yards, 7-8 tons of debris | 3.00 EA | 880.00 | 0.00 | 0.00 | 528.00 | 3,168.00 |
| The proposed cost of $4,475.00/2 = $2,237.50 is applied to each building (Annex 1 & Annex 2). | | | | | | |
| Totals: General Conditions | | | | 0.00 | 7,041.44 | 42,248.70 |

### Equipment

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | O&P | TOTAL |
|---|---|---|---|---|---|---|
| 8. Telehandler/forklift (per week) - no operator | 3.00 WK | 0.00 | 1,350.16 | 0.00 | 810.10 | 4,860.58 |
| 9. Rental equipment delivery / mobilization (Bid item) | 1.00 EA | 0.00 | 250.00 | 0.00 | 50.00 | 300.00 |
| Totals: Equipment | | | | 0.00 | 860.10 | 5,160.58 |

**BELFOR Property Restoration**

8872 Fallbrook Dr - Houston, TX 77064
(713) 263-1194 Tel. - (713) 263-1197 Fax.




**Roof** **Height: 8'**

| | | | |
|---|---|---|---|
| 4,202.67 | SF Walls | 17,127.44 | SF Ceiling |
| 21,330.11 | SF Walls & Ceiling | 17,127.44 | SF Floor |
| 1,903.05 | SY Flooring | 525.33 | LF Floor Perimeter |
| 525.33 | LF Ceil. Perimeter | | |

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | O&P | TOTAL |
|---|---|---|---|---|---|---|
| 10. Remove Modified bitumen roof - hot mopped | 183.68 SQ | 60.48 | 0.00 | 0.00 | 2,221.80 | 13,330.77 |
| Includes: Dump fees, hauling, disposal, and labor to remove bitumen roof. | | | | | | |
| 11. Remove Bitumen roof - Add. base sheet - self-adhering | 183.68 SQ | 8.62 | 0.00 | 0.00 | 316.66 | 1,899.98 |
| Includes: Additional dump fees, hauling, disposal, and labor to remove roofing with additional base layers. | | | | | | |
| 12. Remove Fiberboard - 1/2" | 18,367.77 SF | 0.72 | 0.00 | 0.00 | 2,644.96 | 15,869.75 |
| Includes: Dump fees, hauling, disposal, and labor cost to remove fiberboard. | | | | | | |
| 13. Tear off insulation board (no haul off) | 183.68 SQ | 49.36 | 0.00 | 0.00 | 1,813.28 | 10,879.72 |
| Includes: Dump fees, hauling, disposal, and labor cost to remove ISO insulation board. | | | | | | |
| 14. Remove Flash parapet wall only - bitumen - up to 3' | 792.00 LF | 2.44 | 0.00 | 0.00 | 386.50 | 2,318.98 |
| 15. Modified bitumen roof - hot mopped | 192.86 SQ | 0.00 | 419.77 | 0.00 | 16,191.36 | 97,148.20 |
| 16. Bitumen roof - Add. base sheet - self-adhering | 192.86 SQ | 0.00 | 125.20 | 0.00 | 4,829.22 | 28,975.29 |
| 17. Fiberboard - 1/2" | 19,286.16 SF | 0.00 | 1.05 | 0.00 | 4,050.10 | 24,300.57 |
| 18. Insulation - ISO board, 1 1/2" | 192.86 SQ | 0.00 | 222.21 | 0.00 | 8,571.08 | 51,426.50 |
| 19. Flash parapet wall & vent curbs only - up to 3' | 792.00 LF | 0.00 | 12.89 | 0.00 | 2,041.78 | 12,250.66 |
| 20. Remove & Replace Counterflashing - Apron flashing | 792.00 LF | 0.72 | 8.48 | 0.00 | 1,457.28 | 8,743.68 |
| 21. Remove & Replace Cap flashing - steel - large | 691.00 LF | 0.72 | 19.43 | 0.00 | 2,784.72 | 16,708.37 |
| 22. Membrane roofing - cant strips - wood | 792.00 LF | 0.00 | 3.32 | 0.00 | 525.88 | 3,155.32 |
| 23. Remove & Replace Flashing - pipe jack - lead | 8.00 EA | 8.59 | 74.57 | 0.00 | 133.06 | 798.34 |
| 24. Remove & Replace Drip edge - PVC/TPO clad metal with cleat | 792.00 LF | 0.68 | 13.11 | 0.00 | 2,184.34 | 13,106.02 |
| 25. Remove & Replace Pitch pan / pocket - up to 6" x 6" x 4" - galvanized | 8.00 EA | 30.50 | 96.61 | 0.00 | 203.38 | 1,220.26 |
| 26. Remove & Replace Exhaust cap - through roof - 6" to 8" | 1.00 EA | 10.96 | 91.20 | 0.00 | 20.44 | 122.60 |

**CONTINUED - Roof**

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | O&P | TOTAL |
|---|---|---|---|---|---|---|
| 27. Remove & Replace Roof scupper - aluminum | 6.00 EA | 15.25 | 273.76 | 0.00 | 346.82 | 2,080.88 |
| Totals: Roof | | | | 0.00 | 50,722.66 | 304,335.89 |

**Electrical**

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | O&P | TOTAL |
|---|---|---|---|---|---|---|
| 28. Heat, Vent, & Air Conditioning (Bid Item) - Per Proposal | 1.00 EA | 0.00 | 10,765.91 | 0.00 | 2,153.18 | 12,919.09 |
| Per the Belfor proposed costs, include the disconnect, lift, place, and reconnect of roof-mounted HVAC's and electrical. | | | | | | |
| Totals: Electrical | | | | 0.00 | 2,153.18 | 12,919.09 |

**3-Tab Shingle Roof**

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | O&P | TOTAL |
|---|---|---|---|---|---|---|
| 29. Remove 3 tab - 25 yr. - composition shingle roofing - incl. felt | 1.92 SQ | 64.04 | 0.00 | 0.00 | 24.60 | 147.56 |
| Includes: Dump fees, hauling, disposal, and labor to remove composition shingles and felt. | | | | | | |
| 30. 3 tab - 25 yr. - composition shingle roofing - incl. felt | 2.33 SQ | 0.00 | 226.92 | 0.00 | 105.74 | 634.46 |
| 31. Remove & Replace Drip edge | 40.04 LF | 0.40 | 2.40 | 0.00 | 22.42 | 134.54 |
| Totals: 3-Tab Shingle Roof | | | | 0.00 | 152.76 | 916.56 |

**Building Code (Roof)**

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | O&P | TOTAL |
|---|---|---|---|---|---|---|
| ~~32. Insulation - ISO board, 3 1/2"~~ | ~~192.86 SQ~~ | ~~0.00~~ | ~~413.78~~ | ~~0.00~~ | ~~15,960.32~~ | ~~95,761.93~~ |
| This item did not previously exist or expands the scope of repairs, but is required by current building codes. The code upgrade cost is payable when incurred, subject to limits. | | | | | | |
| Inclusion/Addition of 3.5" of ISO board to meet R25 Code requirement. | | | | | | |
| ~~33. Retrofit curb~~ | ~~2.00 EA~~ | ~~0.00~~ | ~~1,374.30~~ | ~~0.00~~ | ~~549.72~~ | ~~3,298.32~~ |
| This item did not previously exist or expands the scope of repairs, but is required by current building codes. The code upgrade cost is payable when incurred, subject to limits. | | | | | | |
| Totals: Building Code (Roof) | | | | 0.00 | 0.00 | 0.00 |

| | | | |
|---|---|---|---|
| Total: Main Level | **0.00** | **60,930.14** | **365,580.82** |
| **Line Item Totals: 31-26-JCANNEX2-JOC** | **0.00** | **60,930.14** | **365,580.82** |

## Grand Total Areas:

| | | | | | |
|---|---|---|---|---|---|
| 4,202.67 | SF Walls | 17,127.44 | SF Ceiling | 21,330.11 | SF Walls and Ceiling |
| 17,127.44 | SF Floor | 1,903.05 | SY Flooring | 525.33 | LF Floor Perimeter |
| 0.00 | SF Long Wall | 0.00 | SF Short Wall | 525.33 | LF Ceil. Perimeter |
| 17,127.44 | Floor Area | 17,303.00 | Total Area | 4,202.67 | Interior Wall Area |
| 4,752.00 | Exterior Wall Area | 528.00 | Exterior Perimeter of Walls | | |
| 0.00 | Surface Area | 0.00 | Number of Squares | 0.00 | Total Perimeter Length |
| 0.00 | Total Ridge Length | 0.00 | Total Hip Length | | |

| Coverage | Item Total | % | ACV Total | % |
|---|---|---|---|---|
| Dwelling | 365,580.82 | 100.00% | 365,580.82 | 100.00% |
| Dwelling - Code Upgrade | 0.00 | 0.00% | 0.00 | 0.00% |
| Other Structures | 0.00 | 0.00% | 0.00 | 0.00% |
| Contents | 0.00 | 0.00% | 0.00 | 0.00% |
| Total | 365,580.82 | 100.00% | 365,580.82 | 100.00% |

**BELFOR Property Restoration**

8872 Fallbrook Dr - Houston, TX 77064
(713) 263-1194 Tel. - (713) 263-1197 Fax.

## Summary for Dwelling

| | |
|---|---|
| Line Item Total | 304,650.68 |
| Overhead | 30,465.07 |
| Profit | 30,465.07 |
| **Replacement Cost Value** | **$365,580.82** |
| **Net Claim** | **$365,580.82** |

Nicholas Vitek

**BELFOR Property Restoration**

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(713) 263-1194 Tel. - (713) 263-1197 Fax.

## Summary for Dwelling - Code Upgrade

| | |
|---|---|
| Line Item Total | 0.00 |
| **Replacement Cost Value** | **$0.00** |
| **Net Claim** | **$0.00** |

## Dwelling - Code Upgrade Paid When Incurred

| | |
|---|---|
| Line Item Total | 82,550.21 |
| Overhead | 8,255.02 |
| Profit | 8,255.02 |
| **Replacement Cost Value** | **$99,060.25** |
| **Total Paid When Incurred** | **$99,060.25** |
| **Net Claim** | **$0.00** |
| **Net Claim if Additional Amounts are Recovered** | **$99,060.25** |

Nicholas Vitek

**BELFOR Property Restoration**

8872 Fallbrook Dr - Houston, TX 77064
(713) 263-1194 Tel. - (713) 263-1197 Fax.

## Recap of Taxes, Overhead and Profit

| | Overhead (10%) | Profit (10%) |
|---|---|---|
| Line Items | 30,465.07 | 30,465.07 |
| **Total** | **30,465.07** | **30,465.07** |

**BELFOR Property Restoration**

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(713) 263-1194 Tel. - (713) 263-1197 Fax.

## Recap by Room

**Estimate: 31-26-JCANNEX2-JOC**

| | | | |
|---|---|---|---|
| **Area: Main Level** | | | |
| **General Conditions** | | **35,207.26** | **11.56%** |
| Coverage: Dwelling | 100.00% = | 35,207.26 | |
| **Equipment** | | **4,300.48** | **1.41%** |
| Coverage: Dwelling | 100.00% = | 4,300.48 | |
| **Roof** | | **253,613.23** | **83.25%** |
| Coverage: Dwelling | 100.00% = | 253,613.23 | |
| **Electrical** | | **10,765.91** | **3.53%** |
| Coverage: Dwelling | 100.00% = | 10,765.91 | |
| **3-Tab Shingle Roof** | | **763.80** | **0.25%** |
| Coverage: Dwelling | 100.00% = | 763.80 | |
| **Area Subtotal: Main Level** | | **304,650.68** | **100.00%** |
| Coverage: Dwelling | 100.00% = | 304,650.68 | |
| **Subtotal of Areas** | | **304,650.68** | **100.00%** |
| Coverage: Dwelling | 100.00% = | 304,650.68 | |
| **Total** | | **304,650.68** | **100.00%** |

**BELFOR Property Restoration**

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## Recap by Category

| O&P Items | | | Total | % |
|---|---|---|---|---|
| **GENERAL DEMOLITION** | | | **41,716.48** | **11.41%** |
| Coverage: Dwelling | @ | 100.00% = | 41,716.48 | |
| **HEAVY EQUIPMENT** | | | **4,300.48** | **1.18%** |
| Coverage: Dwelling | @ | 100.00% = | 4,300.48 | |
| **HEAT, VENT & AIR CONDITIONING** | | | **10,765.91** | **2.94%** |
| Coverage: Dwelling | @ | 100.00% = | 10,765.91 | |
| **LABOR ONLY** | | | **29,609.52** | **8.10%** |
| Coverage: Dwelling | @ | 100.00% = | 29,609.52 | |
| **ROOFING** | | | **215,300.55** | **58.89%** |
| Coverage: Dwelling | @ | 100.00% = | 215,300.55 | |
| **TEMPORARY REPAIRS** | | | **2,957.74** | **0.81%** |
| Coverage: Dwelling | @ | 100.00% = | 2,957.74 | |
| **O&P Items Subtotal** | | | **304,650.68** | **83.33%** |
| **Overhead** | | | **30,465.07** | **8.33%** |
| Coverage: Dwelling | @ | 100.00% = | 30,465.07 | |
| **Profit** | | | **30,465.07** | **8.33%** |
| Coverage: Dwelling | @ | 100.00% = | 30,465.07 | |
| **Total** | | | **365,580.82** | **100.00%** |

# Master Agreement
# For
# Professional Services

# Jefferson County, Texas

# Project No. 2501880

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**THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES** ("**Agreement**") is made as of the Effective Date by and between **Jefferson County, Texas** (hereinafter referred to as "**Owner**"), and **Garver, LLC** (hereinafter referred to as "**Garver**"). Owner and Garver may individually be referred to herein after as a "**Party**" and/or "**Parties**" respectively.

**RECITALS**

**WHEREAS**, Owner is in need of certain professional Services as further set forth in the applicable Work Order.

**WHEREAS**, Garver will provide professional Services as further described herein.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

## 1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

**"Effective Date"** means the date last set forth in the signature lines below.

**"Damages"** means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

**"Hazardous Materials"** means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

**"Personnel"** means affiliates, directors, officers, partners, members, employees, and agents.

**"Work Order"** means a document executed by both Parties reflecting Owner's request for professional Services in the form of Exhibit A.

## 2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service requested by Owner under a Work Order(s) (the "**Services**"). Execution of the applicable Work Order by Owner constitutes Owner's written authorization to proceed with the Services set forth in such Work Order. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

## 3. PAYMENT

3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and the applicable Work Order. Owner represents that funding sources necessary to pay Garver in accordance with the terms of this Agreement will be in place prior to execution of the applicable Work Order.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

## 4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("**Amendment**"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit C, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional work created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

## 5. OWNER'S RESPONSIBILITIES

5.1. Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in the applicable Work Order.

5.1.2. Pay Garver in accordance with Section 3 and the applicable Work Order.

5.1.3. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing Services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in the applicable Work Order.

5.1.4. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Work Order; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.5. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents, if any.

5.1.6. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

## 6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On -site Services. Garver and its representatives shall comply with Owner's and its separate contractor's project specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information: Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it

does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. Garver is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, research, or enforcement of construction insurance or surety bonding requirements. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under the applicable Work Order (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein. Except to the extent expressly included as part of the Services under Exhibit A, Garver will not provide digital document accessibility services (e.g., ADA-compliant Deliverables, 508-compliant Deliverables, WCAG-complaint Deliverables, etc.).

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall release Garver, Garver's subconsultants, and their Personnel from any and all claims, liabilities, damages, losses, and costs arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so embedded and may not be separated therefrom.

6.2.4. Third Party Terms and Conditions. Owner and its separate consultant(s) and/or contractor(s) shall abide by applicable third-party terms and conditions in the use of Deliverables and Intellectual Property, which may include gateways, links or other functionality that allows Owner to access third-party services, content, and material. Garver does not supply and is not responsible for any third-party services, content, or material, which may be subject to their own license, end-user agreements, privacy and

security policies and terms of use. ALL THIRD-PARTY SERVICES, CONTENT, AND MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND FROM GARVER AND GARVER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. GARVER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. SUBJECT TO THE TERMS OF THIS AGREEMENT, GARVER DOES NOT WARRANT THAT THE THIRD-PARTY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE CONTENT WILL BE SECURE BEYOND ANY POSSIBLE THREAT.

6.2.5. THIRD-PARTY CLAIMS FOR INFRINGEMENT. Should Deliverables become, or be likely to become in Garver's reasonable opinion, the subject of any claim that infringes, violates, or constitutes a wrongful use of intellectual property rights, Garver will, at its sole option: (i) procure for Owner the necessary rights to continue to use the infringing material, or (ii) replace or modify the potentially infringing material to make them non-infringing, but functionally equivalent. If Garver determines that none of these options are reasonably available, then Garver may refund any prepaid and unused fees.

6.2.5.1. Exclusions. Garver has no obligation to the extent a claim arises from: Garver's compliance with Owner's specifications; a combination of the Services with other technology or aspects where the infringement would not occur but for the combination; Owner data; or technology or aspects not provided by Garver. THIS SECTION CONTAINS CLIENT'S EXCLUSIVE REMEDIES AND GARVER'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT.

6.2.6. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of the project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. Owner shall release Garver, Garver's subconsultants, and their Personnel from any and all claims, liabilities, damages, losses, and costs arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.2.7. Notwithstanding any provision to the contrary, Garver may utilize Deliverables, Electronic Media and Intellectual Property in third-party technology products for generative AI queries and other legitimate corporate purposes.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of project costs or construction costs provided pursuant to the applicable Work Order, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver

cannot and does not guarantee that proposals, bids, or actual project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design without Construction Phase Services.

6.5.1. Garver shall be responsible only for those construction phase Services expressly set forth in a Work Order, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.

6.5.2. Owner agrees, to the fullest extent permitted by law, to release Garver, Garver's subconsultants, and their Personnel from any loss, claim, or cost arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.

6.5.3. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the work as an Amendment in accordance with Sections 4 and 10.2.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall release Garver and Garver's subconsultants, and their Personnel from any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection

with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services.

## 7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit B until completion of the Service.

7.1.2. Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.3. Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit B.

## 8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Services, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under the applicable Work Order.

## 9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any

other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Not used.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. THE PARTIES AGREE THAT ANY CLAIM OR SUIT FOR DAMAGES MADE OR FILED AGAINST THE OTHER PARTY WILL BE MADE OR FILED SOLELY AGAINST GARVER OR OWNER RESPECTIVELY, OR THEIR SUCCESSORS OR ASSIGNS, AND THAT NO PERSONNEL SHALL BE PERSONALLY LIABLE FOR DAMAGES UNDER ANY CIRCUMSTANCES.

9.2.2. MUTUAL WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER OWNER, GARVER, NOR THEIR RESPECTIVE PERSONNEL SHALL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES, OR DAMAGES ARISING FROM OR IN CONNECTION WITH LOSS OF USE, LOSS OF REVENUE OR PROFIT (ACTUAL OR ANTICIPATED), LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED COST OF CONSTRUCTION, COST OF CAPITAL, COST OF REPLACEMENT POWER OR CUSTOMER CLAIMS, AND OWNER HEREBY RELEASES GARVER, AND GARVER RELEASES OWNER, FROM ANY SUCH LIABILITY.

9.2.3. LIMITATION. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY AGREE THAT EACH PARTY'S AND ITS PERSONNEL'S TOTAL LIABILITY UNDER THE AGREEMENT SHALL BE LIMITED TO ONE HUNDRED PERCENT (100%) OF GARVER'S FEE SET FORTH IN THE APPLICABLE WORK ORDER GIVING RISE TO THE LIABILITY.

9.2.4. NO OTHER WARRANTIES. NO OTHER WARRANTIES OR CAUSES OF ACTION OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE) SHALL APPLY. OWNER'S EXCLUSIVE REMEDIES AND GARVER'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH DEFECTIVE SERVICES (PATENT, LATENT OR OTHERWISE), WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, SHALL BE THOSE STATED IN THE AGREEMENT.

9.2.5. THE LIMITATIONS SET FORTH IN SECTION 9.2 APPLY REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, OR NEGLIGENCE INCLUDING GROSS NEGLIGENCE, STRICT LIABILITY, WARRANTY, INDEMNITY, ERROR AND OMISSION, OR ANY OTHER CAUSE WHATSOEVER.

## 10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("**AAA**") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

10.1.3. The site of the arbitration shall be Jefferson County, Texas. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.

10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.

10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.

10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.

10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.

10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the project.

10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

## 11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with the applicable Work Order for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, and (ii) all costs reasonably incurred to bring such Services to an orderly cessation.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

## 12. MISCELLANEOUS

12.1. Governing Law. This Agreement is governed by the laws of the State of Texas, without regard to its choice of law provisions.

12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.

12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.

12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.

12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as

having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.

12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

**13. EXHIBITS**

13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Form of Work Order
Exhibit B – Insurance
Exhibit C – Form of Amendment
Exhibit D – RFQ 25-046/MR

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded. In the event of a conflict between the terms of this Agreement and any Exhibit, the terms of the Agreement shall govern.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

[*Signature Page to Follow*]

**IN WITNESS WHEREOF**, Owner and Garver have executed this Agreement effective as of the date last written below.

| Jefferson County, Texas | Garver, LLC |
|---|---|
| By: _____ *Signature* | By: _____ *Signature* |
| Name: Jeff Branick *Printed Name* | Name: Mitchell McAnally *Printed Name* |
| Title: County Judge | Title: Vice President |
| Date: 4-14-2026 | Date: February 26, 2026 |
| Attest: _____ | Attest: _____ |

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

**EXHIBIT A**
**(FORM OF WORK ORDER)**

**WORK ORDER NO. [?]**
**JEFFERSON COUNTY, TEXAS**
**Project No. [????????]**

This WORK ORDER ("Work Order") is made by and between **Jefferson County, Texas** (hereinafter referred to as "Owner") and **Garver, LLC**, (hereinafter referred to as "Garver") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on [??/??/????] (the "Agreement").

Under this Work Order, the Owner intends to make the following improvements for [Insert text here.]

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

## 1. SCOPE OF SERVICES

1.1. Garver shall provide the following Services:
1.1.1. [Insert text here [or] in Appendix A as needed.]
1.2. In addition to those obligations set forth in the Agreement, Owner shall:
1.2.1. [Insert text here]

## 2. PAYMENT

3. For the Services set forth above, Owner will pay Garver as follows: [Insert Text Here]

## 4. APPENDICES

4.1. The following Appendices are attached to and made a part of this Work Order:
4.1.1. Appendix A - Scope of Services
4.1.2. Appendix B – Fee Spreadsheet

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Signature Page to Follow]*

DRAFT

The effective date of this Work Order shall be the last date written below.

| Jefferson County, Texas | Garver, LLC |
|---|---|
| By: _____ *Signature* | By: _____ *Signature* |
| Name: _____ *Printed Name* | Name: _____ *Printed Name* |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |
| Attest: _____ | Attest: _____ |

DRAFT

**EXHIBIT B**
**(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

| | |
|---|---|
| Worker's Compensation | Statutory Limit |
| Automobile Liability | |
| Combined Single Limit (Bodily Injury and Property Damage) | $500,000 |
| General Liability | |
| Each Occurrence | $1,000,000 |
| Aggregate | $2,000,000 |
| Professional Liability | |
| Each Claim Made | $1,000,000 |
| Annual Aggregate | $2,000,000 |

**EXHIBIT C**
**(FORM OF AMENDMENT)**

**AMENDMENT TO MASTER SERVICES AGREEMENT**
**JEFFERSON COUNTY, TEXAS**
**Project No. 2501880**

**AMENDMENT NO. [?]**

This Amendment No. [?], effective on the date last written below, shall amend the Master Agreement for Professional Services between Jefferson County, Texas (**"Owner"**) and Garver, LLC (**"Garver"**), dated [Insert date] (the "**Agreement**").

This Amendment No. [?] adds/modifies the Services for the **[Describe improvements and location]**

The Agreement is hereby modified as follows:

**SECTION [?] – [Insert section heading]**

Section [?] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, Owner and Garver have executed this Amendment effective as of the date last written below.

| Jefferson County, Texas | Garver, LLC |
|---|---|
| By: _____ *Signature* | By: _____ *Signature* |
| Name: _____ *Printed Name* | Name: _____ *Printed Name* |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |
| Attest: _____ | Attest: _____ |

DRAFT

**EXHIBIT D**

RFQ 25-046/MR

**RESPONSE AND COMPLETED SPECIFICATIONS (WITH REQUIRED DOCUMENTS)**

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A **Appendix A: RFQ Specification Document with Completed Forms and Addendum 1**

# Cover Letter

**JESSICA BRYAN, PE, CM**
PROJECT MANAGER

713-482-4788
JLBryan@GarverUSA.com

66 YEARS OF AVIATION

**65**
Commercial Aviation Airports Served

**190**
Aviation Staff

**#15**
ENR Top 25 Aviation Firms

October 29, 2025

Mistey Reeves
Assistant Purchasing Agent
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

## RE: Statement of Qualifications (RFQ 25-046/MR) Airport Engineering Consulting

Garver is pleased to submit our qualifications in response to RFQ 25-046/MR for Airport Engineering Consulting Services at Jack Brooks Regional Airport (BPT). With over a decade of experience supporting BPT, we bring a deep understanding of the airport's infrastructure, operational needs, and long-term goals. Our team is committed to continuing the high standard of service and consistency that Jefferson County has come to expect.

### Continuity of Service and High Level of Support

Our long-standing relationship with the airport is built on trust, performance, and institutional knowledge. Having successfully completed over 30 projects at BPT, we are uniquely positioned to deliver seamless support with minimal learning curve. Our team's familiarity with the airfield and ongoing projects—such as the Airfield Lighting Rehabilitation—provides continuity and reduced risk for the County. We can begin projects immediately, applying our thorough knowledge of BPT's airfield and operations to maintain momentum on the implementation of your Capital Improvement Plan (CIP).

### Dedicated and Experienced Project Manager

Garver's strength lies not only in our technical capabilities but also in our strategic partnerships and understanding of funding mechanisms. Our team includes professionals with direct FAA experience, including myself and others, who have successfully assisted the airport in securing funding in the past and continue to support those efforts today. This insight into federal processes and relationships with key stakeholders enhances our ability to deliver value beyond design.

### Local Presence

We also recognize the importance of maintaining a local presence. Our team includes locally-based partners, encouraging community engagement.

In addition, we understand that while the U.S. Department of Transportation has advised all recipients of federal funds to maintain a 0% DBE goal, we have partnered with several previously qualified DBE firms, should this requirement change under the life of this on-call contract.

We appreciate the opportunity to continue serving Jefferson County and Jack Brooks Regional Airport. We look forward to the opportunity to contribute to the airport's continued success. Thank you for your consideration.

Sincerely,
**Garver**

**Jessica Bryan, PE, CM**
Senior Project Manager

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# Experience, Background, and Qualifications of Team

# 1 Experience, Background, and Qualifications of Team

## Minimum Information of Firm/Team

### FIRM NAME
Garver, LLC

### FIRM'S LOCAL ADDRESS
21 Waterway Avenue
Suite 300, Office 348
The Woodlands, TX 77380

### FIRM'S CORPORATE ADDRESS
4701 Northshore Drive
North Little Rock, AR 72118

### YEARS IN BUSINESS
106

### ORGANIZATIONAL CHART
Garver's team profile and organizational chart can be located on **page 17**.

### RESUMES OF GARVER STAFF
Garver staff resumes assigned to work on BPT projects begin on **page 19**.

### AUTHORIZED TO NEGOTIATE AND CONTRACTUALLY BIND THE FIRM
Mitchell McAnally, PE, PMP
Vice President
3000 Internet Blvd, Ste 400
Frisco, TX 75034
469-964-6747
MRMcAnally@GarverUSA.com

### REPRESENTATIVE WORK
Garver's representative work within the past five years is found beginning on **page 10**.

### Qualifications and Experience of Professional Staff

Garver is a multi-disciplined engineering, planning, and environmental services firm committed to quality practices, progressive methods, and personal relationships. Garver has over 66 years of aviation experience and more than 1,500 engineers, planners, architects, technicians, and administrative support personnel on staff. **Our Aviation Team has extensive experience in all aspects of airport environmental, planning, design, and construction management and includes over 190 personnel located in 31 of our 61 regional offices, including our two offices in Houston.**

We know how important it is to have a consultant who listens and is quick to respond to your questions and needs. With Garver, you will benefit from our "small-firm" approach—personal attention and accessibility—supported by the resources of a large, regional staff. **Specific BPT assigned team member names, qualifications and experience can be found starting on page 17.** Garver works hard to tailor projects to fit our clients' goals through creative design and scheduling, and we excel at finding the right solutions to meet the needs of each client. Our clients' trust is the cornerstone of our business.

### Garver Office Locations

## Experience Providing Similar Services

From initial planning and environmental clearance, then design and bid advertisement, finally to bid opening and construction management and project closeout, Garver has the capability to provide support for every stage of your airport improvement projects. Our Aviation Team has a unique blend of talent and a wealth of resources that enable us to meet critical project schedules while maintaining high standards for quality design. **Our team has experience on 339 aviation projects completed in Texas over the past five years.** Given this depth of experience, our firm has the capability and capacity to tackle a wide variety of challenges and can tailor your project to your needs and goals for Jack Brooks Regional Airport (BPT).

### ARCHITECTURAL/ENGINEERING DESIGN

As a multi-disciplined firm, Garver has the unique capability to fulfill nearly all tasks that may be assigned under this contract with our in-house staff. Our experience includes airfield pavement, geometry, electrical, lighting, signage, drainage, and utilities as well as landside parking and roadway projects, terminal facilities, and hangar development. Garver's designers have a detailed knowledge with FAA Advisory Circulars and the requirements associated with the AIP handbook, TSA regulations, and the US Army Corps of Engineers.

#### *Terminals and Airport Facilities*

Garver provides architecture, interior design, electrical, mechanical (HVAC), plumbing, fire protection and structural services for the design, construction, and renovation of airport terminal buildings, hangars, and other facilities. Garver has also provided services for terminal development, including layout options for the terminal building, roadways and terminal access, parking deck, parking lots, and signage. In addition, our strategic partner, Sigma Engineers, has recently completed a terminal HVAC design project at BPT.

#### *Airfield Pavement*

Airfield pavement is the single largest investment at any airport and maintaining them is vital to its operation. Garver has designed and managed the construction of runway, taxiway, and apron improvements for airports throughout Texas and nationwide. Garver is proficient in new pavement rehabilitation techniques, including seal coating, crack filling, cement stabilization, and pavement reclamation. We also have experience with overlays, full-depth and partial-depth replacements, and joint rehabilitation.

## FULL-SERVICE CAPABILITIES

### Planning and Environmental

- Feasibility and site selection studies
- Airport master and development plans
- Environmental and wildlife assessments
- Economic studies and business planning
- Land acquisition assistance
- Approach development

### Engineering Design

- Field and obstruction surveys
- Airfield layout/geometrics
- Grading and drainage
- Pavement analysis and design
- Airfield lighting, NAVAIDs, and controls
- Access control and security
- Terminal roads/parking
- Construction sequencing

### Construction Management

- Bidding and contract administration
- Airfield operations and tenant coordination
- On-site, full-time construction observation
- Project commissioning and opening

### Funding Administration

- FAA and state grant administration
- Alternate funding sources
- Construction cash flow management

*Airfield Electrical*

Garver's Aviation Team also includes 23 electrical engineers specializing in design and production of complete airside project assignments. Garver provides in-house electrical design for a diverse array of projects, including runway and taxiway edge lighting, centerline lighting, touchdown zone lighting, specific lighting for surface movement guidance during low-visibility conditions, and various navigational aid systems. **Our electrical team recently completed the 90% plans and specifications to construct the Airfield Lighting Upgrades at BPT**, which will involve replacing incandescent runway edge lights along Runways 12-30 and 16-34, as well as new lights along portions of the taxiways, replacing the existing airport beacon, and installing a new emergency back-up generator.

## AVIATION PLANNING

Garver has a professional team dedicated entirely to airport planning projects. With the combined experience of more than 70 years in the private and public sectors, Garver's Aviation Planning Team provides a unified and innovative approach to meeting your needs and objectives. Garver's planners consider the social, economic, and sustainability impacts to improve the quality of life in your community. We provide continual client support throughout each airfield planning project, from general consulting and developing grant applications for project funding to project planning, inventory, forecasting and research, alternatives development, agency approvals, field assistance, contract document preparation, project closeout, and other professional services.

## CONSTRUCTION MANAGEMENT SERVICES

We acknowledge that construction management is a process with multiple goals, including managing schedule and costs, promoting safety, and monitoring the quality of the final product. **Garver has the capabilities and experience to support your projects throughout construction completion. We have provided more details about our construction management process on page 31.**

## Garver's Texas Airport Experience

- **95** — **Taxiways**
  Expansion, construction, reconstruction, and rehabilitation
- **65** — **Runways**
  Reconstruction, rehabilitation, and extension
- **95** — **Airfield Lighting**
  Taxiway, runway, guidance signs, and apron illumination
- **88** — **Aprons**
  Expansion, construction, reconstruction, and rehabilitation
- **50** — **Access Roads**
  Entry, service and security road construction, reconstruction, and rehabilitation
- **18** — **Hangars**
  Renovations, new construction, and expansions
- **40** — **Fences**
  Security and wildlife management fence design and construction
- **8** — **ALCMS Upgrades**
  Airport Lighting Control and Monitoring Systems upgrades
- **31** — **AMPs**
  Airport Master Plan updates
- **30** — **Pavement Management Plans**
  Pavement management plans
- **27** — **ALPs**
  Airport Layout Plan development and updates
- **11** — **Property Management**
  Maximization of land use and property development
- **18** — **Environmental**
  Environmental assessments, categorical exclusions, feasibility studies, stormwater pollution prevention plans

## Garver's Unique Services

**Strategic Funding**
Assist airports with opportunities for funding sources, grant applications and admin, debt financing, and overcoming challenges with securing funds

**Grant Administration**
Paperwork and processes associated with obtaining, executing, and closing grants through the FAA

**Safety Management Systems**
Develop a systematic, proactive, and well-defined safety program that is relevant, understandable, and implementable

**Mechanical/Electrical/Plumbing**
Experience designing energy-efficient mechanical systems, HVAC, plumbing, geothermal, solar, energy analyses and life cycle cost assessments

We have teamed with Davika Construction to serve as the resident project representative (RPR) on your projects. Garver has partnered with Davika to help provide additional opportunities for their firm (previously certified as a DBE) to gain valuable experience. Our project manager, engineers, and RPR are committed to being proactive agents for the airport, helping to solve problems before they lead to budget and schedule overruns. We will conduct the punch list and final inspection walk-through to confirm that the airport and BPT are completely satisfied with the project. **Davika has specific, applicable experience working at BPT and will bring this to future projects at the airport.**

### PROJECT MANAGEMENT SERVICES

**As a project manager, Jessica Bryan, PE, CM, focuses on being responsive, solving problems, and delivering projects on time and under budget.** We know from experience at BPT that rapid response and open communication are critical elements when addressing your needs. Jessica will serve as your single point of contact, not only managing the design of your projects, but remaining involved throughout construction completion and collaborating with airport staff between projects to support on-going needs. **Garver commits to managing your needs and providing the best team of experts to serve as an extension of BPT's staff throughout your projects.** As Project Manager, Jessica has already been providing these support services to BPT and will continue to do so.

### STAFF AUGMENTATION SERVICES

Garver's deep bench of aviation experts can deliver seamless staff augmentation for BPT. Our firm has provided staff augmentation for municipalities, airports, and airlines including Nashville International Airport, Dallas-Fort Worth International Airport, and Grand Junction Regional Airport.

Our staff augmentation services focus on helping our clients achieve their project delivery goals. We have the capability to fully staff your project management roles with qualified personnel and provide the staffing flexibility needed to meet your needs during high project loading.

Our qualified professionals fit seamlessly into your team to deliver projects in tandem with your existing staff. By leveraging 15 years of experience at BPT and relationships with your staff, we can quickly orient personnel to your projects, processes, and operations. Our knowledge of BPT will minimize the typical new consulting firm learning curve and enable the Garver Team to bring value to your projects on day one.

Additionally, Garver's staff augmentation will include providing contract support and project control services, assistance with Federal, State, and local funding, and interpretation of Federal and State requirements related to airports. In fact, Garver already provides these services and will seamlessly continue to do so moving forward. For example, BPT's Airport Manager will routinely reach out to Jessica with various questions on funding and contractual items. Our support of BPT is through an established, consistent relationship between BPT and Garver, which is a benefit to the BPT team.

### References

Garver works hard to maintain our reputation for everything we do—from assisting with project funding applications, to meeting project deadlines, to developing innovative construction techniques. Garver has enjoyed working with a long list of clients over the years. That kind of longevity and level of repeat business does not just happen—it is the result of good work, designs completed on time and within budget, and providing our clients the care and service they deserve. **Garver references are listed on the project experience pages and on the reference form (Section 13) in the Appendix.**

# Minimum Qualifications

## Demonstrated Experience

For the past six decades, Garver has provided planning, design, bidding, construction management, and grant administration services for airports across the county including non-hub commercial airports similar to Jack Brooks Regional Airport. Our diverse experience in Texas includes design and construction administration of various projects such as terminal HVAC rehabilitation, pavement repairs, runway, taxiway, and apron pavement rehabilitation, airfield lighting and navigational aid (NAVAID) improvements—all projects anticipated to be performed withing the next five years at BPT. As a result of our extensive experience within Texas, we have developed institutional knowledge of how to plan, program, design, execute, and closeout these types of capital improvements, all with in-house staff. **This directly benefits BPT with the ability to deliver projects on time and within budget all while minimizing risk.**

## NATIONWIDE AVIATION EXPERIENCE

Aviation is a main business line of Garver, representing nearly a quarter of our total business. Garver's Aviation Team has extensive experience working with commercial service and air carrier airports across the country to execute projects in accordance with FAA standards. Our team is adept at addressing the particular needs and concerns of commercial service airports—we have recently completed airport improvement projects at numerous airports across the country. Our team recognizes that Jack Brooks Regional Airport (BPT) is vital to the economy and development of Beaumont, and surrounding Jefferson County, and we will continue to partner with the County to complete your projects in a way that best serves the airport's needs.

> As seasoned engineers, we realize our service to you is more than just a set of plans; **we are your partner and advocate** in meeting the needs of your airport users.

## Nationwide Experience

**$8B**
Airport Improvement Projects in Last 10 Years

**32**
Non-Hub Airports Nationwide

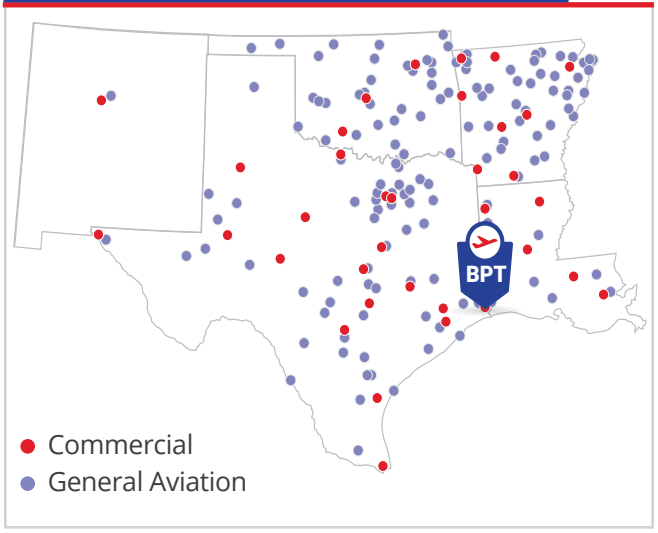
**330+**
Projects Completed at Non-Hub Airports

**$635M**
In Construction at Non-Hub Airports

## Knowledge of FAA Regulations

Garver's Aviation Team is well-versed in Federal Aviation Administration (FAA) regulations, policies, and procedures, and we have strong professional working relationships with FAA personnel. **Jessica actually served as the Program Manager to BPT while she worked at the FAA's Texas Airports District Office (ADO). As a result, she has an intimate knowledge of both the BPT capital improvement program and the FAA's requirements for successfully completing projects.**

## Experience with FAA Funded Projects in the Southwest Region




### SOUTHWEST REGION EXPERIENCE BY THE NUMBERS

**801** Airports Contracts in the last five years

**16** Non-Hub Airports in the Region

**126** Regional Aviation Staff

**42** Texas-Based Aviation Staff

**In addition, our staff works closely with the current members of the FAA's Texas ADO staff, including the ADO Manager, Rodney Clark, and BPT's current Program Manager, Sarah Conner.** Garver also has a thorough knowledge of the FAA Advisory Circulars (AC) for planning, design, and construction of airports. Garver's staff has taught seminars on ACs at the FAA Partnership Conference, and our aviation electrical team has worked directly with the FAA on airfield lighting AC drafts. This deep knowledge of FAA requirements helps our designs, construction phasing, and safety plans meet all applicable standards and keeps our projects on track.

→ In the past three years, Garver has provided aviation services for **50 cities** in the state of Texas, totaling **more than $1 billion** in projects.

## FAA Southwest Region Experience

The Garver Team has strong relationships with FAA personnel in the FAA Southwest Region. Within the past five years, we have received 801 contracts in the FAA Southwest Region. Garver has provided planning, design, environmental, surveying, and/or construction management services across the FAA Southwest Region, encompassing over 1,000 individual projects at 135 airports in last 10 years alone. These projects have included work at both general aviation and air carrier airports performing pavement management studies, landside and airside pavement improvements, designing new or renovated airport facilities, implementing airfield lighting and controls, providing assistance with land acquisition, FAA Airport Improvement Program (AIP) and state grant administration, field studies, research, contract document preparation, and more. **In addition, due to Jessica's time at the FAA, she has an understanding of what it takes, from the FAA perspective, to program capital projects, and knows how to "speak the FAA language" and advocate for BPT.**

## PROJECT LEADERSHIP

**Jessica Bryan, PE, CM**
*Project Manager &*
*Primary Point of Contact*

**Jessica Bryan, PE, CM** is a senior project manager on Garver's Aviation Team with 25 years experience in the aviation industry.

- Completed over 250 airport improvement projects as a consultant
- Worked five years as a Program Manager at the Federal Aviation Administration in the Texas Airports District Office
- Regularly assists Airport clients with developing their Capital Improvement Plan (CIP), including strategizing with them on timing, budget, and phasing, in order to best maximize their use of outside funds

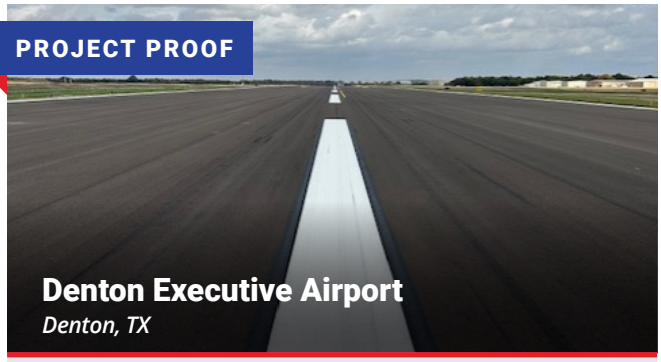
### Meeting Deadlines on Multiple Concurrent Projects

Garver believes that establishing clear lines of communication early in the planning process and closely monitoring detailed work plans are the best ways to make sure project deadlines are met. **As a project manager, Jessica focuses on being proactive, responsive, solving problems, and delivering projects on time and under budget.** When assigned a project, she will identify stakeholder needs and hot-button issues. These needs and issues are reported in Garver's Project Management Plan and distributed to the design team. Following the initial stakeholder meeting, her team establishes a design schedule that is tailored to the on-demand service and holds weekly design meetings to review progress and outstanding task items. **She develops workload projections through an internal Garver dashboard to verify her staff is adequately utilized and finds additional staff as needed to keep projects on time.**

> The Garver Team won't need to be brought "up to speed" on your airfield's infrastructure. We have the **expertise needed to immediately begin work** on your upcoming improvement projects.

In the event of multiple, simultaneous task orders, Garver offers the capacity of a vast collection of engineers in 61 offices distributed among 21 states, including 17 offices in Texas. Our company-wide resources will be available to expedite your work and solve any specific project needs of this contract.

## PROJECT PROOF



**Denton Executive Airport**
*Denton, TX*

### Runway 18L-36R Pavement Reconstruction

Garver provided design and construction phase services for the rehabilitation of Runway 18L-36R. Garver's team developed a multi-phased construction approach in partnership with the tenants and local contractors to gain consensus before the project began. The Garver project team scheduled a closure of 40 days to rework the main runway. The project was delivered successfully and on time.

# Preferred Qualifications

## Experience at Jack Brooks Regional Airport

**Garver's familiarity with BPT is unmatched by other area consultants.** We are familiar with the area building codes, laws, environmental regulations, soil conditions, regulatory agencies, permitting and procurement requirements, and construction materials and practices. Most importantly, our project management team is familiar with airport protocol, standards, and procedures which will enable us to efficiently move projects through planning, design, bidding, construction, and project closeout.

**The Garver Aviation Team has successfully completed numerous projects similar to those anticipated at Jack Brooks Airport, including several at BPT as shown in the table at right.** The following pages include examples and descriptions of similar work completed by members of Garver's team for other airports. We recognize that our reputation is not based on what we say about ourselves, but on what our clients and peers say about us. **We encourage you to contact any of the references whose information is provided in the following pages and listed on the reference form (Section 13) of the Appendix.**

"We have been pleased with Garver's dedication and focus on our particular needs. As airport experts Garver has given us timely guidance and technical expertise to substantially improve the planning and execution of our projects."

**ALEX RUPP**
Airport Director, Jack Brooks Regional Airport

| GARVER EXPERIENCE AT JACK BROOKS REGIONAL AIRPORT | |
|---|---|
| **PROJECT NAME** | **YEAR** |
| DBE Goals Update | 2010 |
| Geometric Study | 2010 |
| Access Road Environmental Services | 2011 |
| Security Gate Access | 2011 |
| Ramp Rehabilitation | 2011 |
| West Ditch Environmental Assessment | 2011 |
| Access Road Construction Phase Services (CPS) | 2011 |
| Airfield Environmental Assessment | 2011 |
| Aero-Topo Survey | 2011 |
| Conceptual Airfield Design | 2011 |
| RSA and Pavement Evaluation | 2011 |
| Runway Marking Replacement Design | 2012 |
| RSA Grading and Revegetation | 2012 |
| Security Gates and Access Controls | 2012 |
| ALP Update and Obstruction Survey | 2012 |
| Taxiway D Replacement Design | 2013 |
| Runway 16-34 Rehabilitation Design | 2014 |
| RSA Grading CPS | 2014 |
| Taxiway D Reconstruction CPS | 2014 |
| Runway 16-34 Rehabilitation Design | 2014 |
| PFC Program | 2015 |
| DBE and ACDBE Updates | 2015 |
| Hazard Zoning Ordinance | 2015 |
| Runway 12-30 Reconstruction CPS | 2016 |
| Taxiway D Phase 3 Bidding | 2016 |
| Taxiway D Phase 3 Reconstruction CPS | 2016 |
| Taxiway D Phase 4 Design | 2017 |
| Taxiway D Phase 4 CPS | 2018 |
| Taxiway A Rehabilitation | 2021 |
| Drainage Improvements | 2023 |
| Airfield Lighting Rehabilitation | Ongoing |

**Garver has completed over 30 BPT airport improvement projects in the past 15 years.**

# Jack Brooks Regional Airport

*Beaumont, TX*

## Airfield Lighting Rehabilitation

**Reference:**
Alex Rupp
*Airport Manager*
409-719-4902
arupp@co.jefferson.tx.us

**Completion Date:** 11/2026 (est.) **Total Project Cost:** $2.8M

### Project Description

The airfield lighting rehabilitation project at BPT will replace the runway edge lights along Runways 12-30 and 16-34 along with the REIL systems on the 16, 30, and 34 runway ends. The project will also replace the taxiway edge lights along the southern section of Taxiway F, install taxiway edge lights at the intersection of Taxiway D and the now abandoned Taxiway E, and replace the airport beacon with an LED beacon. In addition, the project will make improvements to the existing airfield lighting vault within the Jerry Ware Terminal including new constant current regulators, new electrical distribution equipment, and a generator and transfer switch for the airfield lighting system.

Garver has currently completed the 90% design and will fully finish the design documents upon BPT's notification from the FAA with a timeline for construction funding. Our goal is to continue managing this project through construction, upon the successful selection under this RFQ.

### Value Added

- LED runway edge lighting improves reliability and reduces energy and maintenance costs
- Removal of medium-voltage equipment simplifies the power system
- Replacement of airfield lighting generator increases resiliency

**Taxiway D Construction**
Garver phased construction to align with funding allocated into multiple projects over multiple years. The taxiway was restored and realigned to correct non-standard geometry and function as a parallel taxiway.

**Runway 12-30 Reconstruction**
Removal and replacement of the southernmost 1,000 feet of concrete runway pavement and included recycling the existing subgrade and stabilizing it to create a cement soil base.

**Runway 16-34 Marking Rehabilitation**
Garver provided design and bidding phase services for improvements consisting of removal and remarking of taxiways, taxilane, and runways within the airfield.

# Jack Brooks Regional Airport

*Beaumont, TX*

## Taxiway and Apron Pavement Reconstruction and Rehabilitation

**Reference:**
Alex Rupp
*Airport Manager*
409-719-4902
arupp@co.jefferson.tx.us

**Completion Date:** 12/2024

**Total Project Cost:** $5.8M

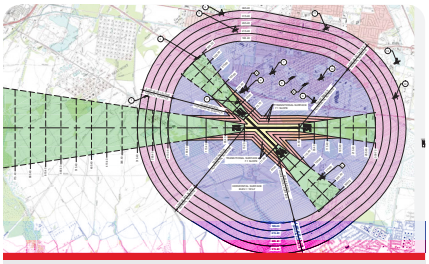
### Project Description

Garver prepared design and specification for the reconstruction and rehabilitation of Taxiway B, general aviation (GA) apron and north airfield aprons. Improvements consisted primarily of removal and reconstruction of Taxiway Bravo including grading, drainage, and marking.

Garver realigned Taxiway A to eliminate a direct connection between the GA apron and Runway 16-34, established right-angle intersections at the entrance to Runway 16 on either side, and installed new LED taxiway edge lights and guidance signs.

### Value Added

- Eliminated the direct connection from the apron to the runway aligning with FAA safety standards
- Designed a taxiway with the updated design requirements from the FAA



### Airport Layout Plan Update and Obstruction Survey

Garver completed a traditional paper ALP set process through the FAA Southwest Region for an airspace review and acceptance of the ALP set and GIS dataset.

### Airfield Geometric Study

Garver prepared plans for decoupling airport runways, including environmental clearances, design, and construction phase services.

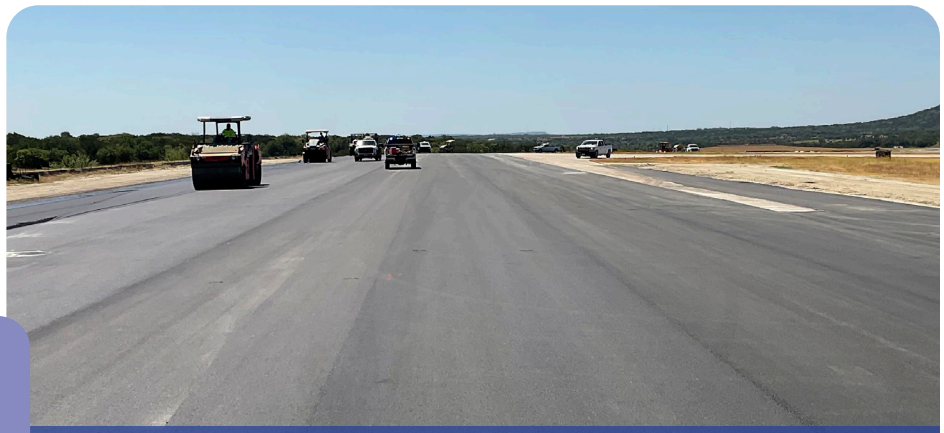
### Access Road Construction

Project consisted of nearly one-half mile of divided entrance road and intersections with existing airport roads to provide customers at the airport terminal with a new connection to US HWY 96.

# Killeen Regional Airport

*Killeen, TX*

## Taxiway B Rehabilitation



**Reference:**
Mike Wilson
*Executive Director of Aviation*
254-501-8701
mwilson@killeentexas.gov

**Completion Date:** 10/2023

**Total Project Cost:** $9.9M

### Project Description

Garver provided design, bidding, and construction phase services for the rehabilitation of the existing full parallel Taxiway B (~10,000 feet) including construction of new 15-foot wide shoulders, full reconstruction of Taxiway B3, new in-shoulder taxiway edge lights, and drainage improvements. All work was phased to keep the Jack Brooks Regional Airport (BPT) and Army operational with minimal impacts.

With market conditions being inflationary, the airport entitlements and the planned discretionary FAA funding was not enough to fund the entire project. Garver worked closely with the airport to apply for additional funding through the FAA's Supplemental Discretionary program. It took four years of programming, but with careful planning and coordination with the FAA Texas Airports District Office (ADO), Killeen was able to secure enough funding through their entitlements, Supplemental Discretionary, and normal discretionary to fund all desired improvements, including construction of new paved shoulders and brand new edge lighting.

### Value Added

- Active construction management approach avoided disruption to electrical infrastructure and saved $200,000 in construction costs
- Developed custom geometry that accommodated the fleet mix of aircraft and keep the electrical manhole out of structural taxiway pavement

### Boarding Bridges

Garver provided ownership analysis to aid in the decision process of type and quantity of bridges to provide regarding improvements to the boarding bridges on Gates 2, 3, 4, and 5.

### Corporate Aviation Hangar/ Terminal

Garver provided design for a new 16,000 SF corporate hangar with approximately 6,500 SF of office space and landside access improvements.

### Airport Master Plan

Garver prepared an Airport Master Plan and Airport Layout Plan Update for GRK, a joint-use facility that provides commercial passenger service and cargo service.

# Corpus Christi International Airport

*Corpus Christi, TX*

## East GA and Terminal Apron Reconstruction

**Reference:**
Victor Gonzalez, CM
*Construction & Development Manager*
361-826-1788
victor@cctexas.com

**Completion Date:** 12/2021 **Total Project Cost:** $34.3M

### Project Description

Garver performed design and construction on this multi-phased project including over 200,000 square yards (SY) of concrete pavement to the terminal and general aviation pavements. Garver developed a comprehensive phasing plan including access routes, remaining aircraft overnight (RON) layouts, and Aircraft Rescue and Fire Fighting (ARFF) access to minimally impact all parties. Garver determined the existing pavement had a useful life much less than originally anticipated and coordinated with the airport's FAA Airport Program Manager for a plan including a combination of reconstruction and rehabilitation. During design, Garver successfully justified with the FAA the use of compression joint sealant in lieu of traditional silicone joint sealant, decreasing the maintenance potential for these new pavements over their 20-year life. Design included coordination with another firm responsible for construction management of pavement north of the Garver project to align joints, grades, and details for the portion of the work they were overseeing.

### Value Added

- Justified with the FAA the use of compression joint sealant, doubling the pavement's useful life
- Designed pavement to save $1.1 million in construction costs and reduce construction duration by six months

**Passenger Boarding Bridges**
Removal and replacement of five passenger boarding bridges and associated equipment.

**Patio Terminal Improvements**
Construction of a new elevated outdoor patio as an expansion of the second level terminal concourse enhancing the users experience while being an independent structure.

**Rehabilitate Runway 13- 31, Parallel Taxiway, and Associated Pavements**
Pavement inspection, design and construction services for mill and overlay, crack sealing, seal coat, and pavement markings of runway and parallel taxiway.

# El Paso International Airport

*El Paso, TX*

## Taxiways K1 and K2 Reconstruction

**Reference:**
Shane Brooks
*Assistant Director, Aviation*
915-212-7336
brooksrs@elpasotexas.gov

**Completion Date:** 9/2022

**Total Project Cost:** $5.6M

### Project Description

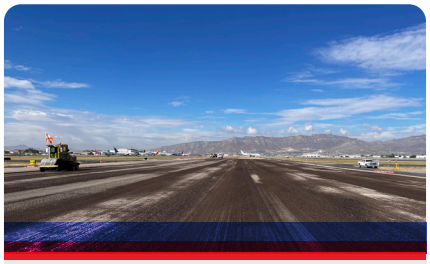
Garver completed design for the reconstruction and reconfiguration of the parallel taxiway and connectors between Runway 22 and the cargo apron at El Paso International Airport (ELP). Garver worked with the airport and cargo tenants to design a project to reconstruct the taxiway system at the north end of the airport while removing excess pavement that is expensive to maintain. The reconstruction of Taxiway K2 required a closure of Runway 4-22. As part of the design, Garver worked with the airport to schedule this closure during the winter months when few aircraft require the entire 12,000 foot pavement length provided by Runway 4-22. During this closure, all commercial and cargo aircraft used the shorter Runway 8R-26L with minimal impacts to operations. The Taxiway K1 and K2 Reconstruction project is the first of four major construction projects on the airfield. Garver's approach to project phasing encompassed all the upcoming projects to help the airport proactively schedule this work in a way that kept the airfield functional at all times during construction.

### Value Added

- Worked with airport to analyze taxiway operations and determined Taxiway K1 would not require reconstruction, saving $2M in construction costs
- Developed two bid packages to align with funding availability

### Taxiway Reconfiguration

Garver provided an alternative layout for reconfiguration of a five-node intersection designated as a hot spot. The new layout addressed object free area and departure surface conflicts, runway access and visual approaches, and cargo traffic needs.



### Runway 8R-26L CM Services

Construction management services for the rehabilitation of 9,000-foot-long runway. Included asphalt mill and overlay, seal coating, crack and joint repairs, pavement marking and grooving, and edge light replacement.

### Gate Markings

Identified ways to optimally configure gates to avoid airport protected surfaces and maximize the apron for aircraft parking and remain overnight aircraft.

# Dallas Love Field

*Dallas, TX*

## Crossfield Taxiways

**Completion Date:** 2/2025 **Total Project Cost:** $48.6M

**Reference:**
Vincent Lewis,PE, CFM
*Assistant Director - Capital and Infrastructure Development*
214-671-1899
vincent.lewis@dallas.gov

### Project Description

This project replaced the existing midfield taxiways at Dallas Love Field with two dual crossfield taxiways that will be aligned perpendicular to Runways 13R-31L and 13L-31R. The airport asked Garver to provide design services to overhaul the taxiway system between the two runways to improve connectivity, provide a more efficient layout for aircraft movement, and increase developable, on-airport property. The completed taxiway layouts provide dual parallel taxiways that connect to the parallel taxiway systems for Runway 13L-31R and Runway 13R-31L. Garver provided alternative analysis and engineering design services as well as construction administration services.

Garver developed seven alternatives for the taxiway layout and potential project enhancements to meet future development needs. Garver leveraged our internal project management tool PowerBI data analytics to convey the complex alternatives with a virtual dashboard to enable DAL and project stakeholders to quantitatively score and select the best project option.

### Value Added

- Foundation project for future airfield operational enhancements that required consideration for projects that would occur over the next 5 to 10 years
- Developed a portal that allowed all stakeholders to select and review each alternative to better understand the positive and negative impacts to the airfield

### Taxiway Bravo Rehabilitation

Garver provided design and construction oversight for a four-phase improvement program that created a dual parallel taxiway system. Multi-phased project allowed for continuous access to the adjacent terminal gates.

### Exterior Lighting Improvements

Garver provided engineering design services to upgrade lighting distribution and resolve insufficient light levels, glare issues, and drastically reduce the lighting maintenance costs.

### ARFF Station

Garver provided civil site design services for the new ARFF station as a subconsultant. The new 37,500 SF station will include an integrated airport operations center.

# Bill and Hillary Clinton National Airport

*Little Rock, AR*

## Terminal Ramp Expansion and Rehabilitation

**Reference:**
Suzanne Peyton, PE, CM
*Director of Properties, Planning, and Development*
501-372-3439
speyton@clintonairport.com

**Completion Date:** 8/2021 **Total Project Cost:** $12M

### Project Description

Garver provided survey, geotechnical investigation, preliminary and final design, and bidding services for this complex project. The expansion and rehabilitation of the airport's aging concrete commercial terminal and cargo aprons. Due to the location of the apron expansion area, the project required the relocation of the SIDA fence and sensors at the two west taxiway entrance/exits to the apron. The electrical design included signs, taxiway edge lighting, relocated low mast lighting, and ALCMS modifications. Garver also provided administration, full-time observation, materials testing, and closeout services for the project. The original contract time for the project was 732 calendar days; however, additional funding became available during construction and the airport decided to use this funding to reconstruct a large portion of the existing concrete RON ramp, which was included as an additive alternate during bidding but not awarded. This work included reconstruction of approximately 7,000 square yards of full-depth concrete reconstruction and other drainage improvements adjacent to the terminal apron.

### Value Added

- Minimized closures and disruptions to airport operations
- Required close coordination with airlines and stakeholders throughout design and construction
- Implemented proactive airline coordination for this project that ultimately led to expedited construction

**Taxiway P Reconstruction**
Surveying, geotechnical investigation, preliminary design, final design, and bidding services for the reconstruction of approximately 1,900 LF of Taxiway P and construction of a new 300-foot taxilane.

**Runway 4L-22R EMAS Replacement**
Replacement of the Engineered Material Arresting System (EMAS) arrestor bed at the departure end of Runway 22R, rehabilitation of the existing runway guard light (RGL) system, and relocation of the Runway 36 threshold.

**NAVAID Improvements**
Garver provided complete engineering and construction services for the installation of four new FAA owned and maintained LED Precision Approach Path Indicator (PAPI) systems.

# Team Profile

Garver has the capacity to accomplish all aspects of your airport improvement projects, including planning, design, and construction management. The Garver Team features the dedicated staff needed to meet each phase of your project, plus the support personnel to help your project run smoothly. We have organized a team that will provide expertise and responsive service and will initiate, oversee, and complete your airport improvement projects while following the procedures, guidelines, and criteria dictated by the FAA. **The graphic above shows the proximity of Garver and our subconsultants to BPT.**

## PROPOSED KEY PERSONNEL

The Garver Team is organized to provide BPT the expertise and responsive services required to fulfill each aspect of the scope of work for your projects. Our team will initiate, oversee, and complete your airfield projects while following the procedures, guidelines, and criteria dictated by your airport and the FAA. As requested in the RFQ, we have provided resumes with more detailed information about our key personnel's experience and expertise.

JACK BROOKS REGIONAL AIRPORT

**PROJECT MANAGER**
Jessica Bryan, PE, CM

**PRINCIPAL IN CHARGE**
Mitchell McAnally, PE, PMP

**QA/QC**
Jason Frank, PE, MBA

- **Civil Airfield Design Lead** — David Granato, PE
- **Electrical** — Matthew LeMay, PE, ACE
- **Drainage** — Golam Mohiuddin, PE, CFM, ENV SP
- **Planning** — Nathan Polsgrove, A.A.E., IAP, ACE
- **Strategic Funding** — Megan McLellan, CM, MBAA
- **Mechanical/Electrical/Plumbing** — Trey Newcomb, PE
- **Geotechnical Investigation/Materials Testing** — Jeremy O'Burke, PE
- **Resident Project Representative** — Jorge Maldonado, PhD
- **Survey** — Dan Clark, RPLS
- **HVAC** — Dr. Sina Nejad, PE

PRIME
Garver

SUBCONSULTANTS
Sigma Engineers
Davika Construction
AG3 Group
Tolunay-Wong

## Subconsultants

We have augmented our team with aviation experts and local firms to complement our in-house planning, engineering, and construction management disciplines. These respected subconsultants will serve as a cohesive extension of the Garver staff, adding tangible value to the overall Garver Team and the deliverables we provide to BPT.

### SURVEY

**AG3 Group, LLC (AG3)** is a certified firm whose personnel have provided civil engineering, surveying, geospatial (photogrammetry and LiDAR), project management and general construction and inspection services. AG3 provides quality civil, construction, and surveying services to a wide variety of public and private sector clients throughout Texas and Oklahoma.

**Capabilities**

- Previously DBE certified, should the ruling on DBE goals change during the life of this contract
- Experience performing survey and subsurface utility investigation on multiple airport facilities in Texas

### RESIDENT PROJECT REPRESENTATIVE

**Davika Construction, LLC (Davika)** was formed in 2008 with a mission to provide quality project management services to a growing Rio Grande Valley community. Davika has a staff with nearly forty years of experience in the Architecture, Engineering, and Construction (AEC) industry. Davika is both a woman-owned business and minority-owned business.

**Capabilities**

- Previously DBE certified, should the ruling on DBE goals change during the life of this contract
- Completed 10 projects with Garver

### GEOTECHNICAL INVESTIGATION/MATERIALS TESTING

**Tolunay-Wong Engineers, Inc. (Tolunay-Wong)** was founded in 1993 and over the past 32 years has grown to nearly 420 employees. They are a premier geotechnical firm in the area. Through their office in Beaumont, they can provide a quick response and efficient delivery of geotechnical investigation services.

**Capabilities**

- Local Partner
- Over 32 years of experience in Texas

### HVAC

**Sigma Engineers, Inc. (Sigma)** has anchored its presence in Southeast Texas as an engineering and architectural firm over the last 33 years. Their expertise in mechanical, electrical, and plumbing design positions them as a deeply committed, local advocate with their HVAC expertise for the terminal building at BPT.

**Capabilities**

- Local Partner
- Performed design of BPT Terminal Building HVAC project

# Jessica Bryan, PE, CM

PROJECT MANAGER

GARVER

**25** Years of Experience

**EDUCATION**
Bachelor of Science, Civil Engineering Technology

**REGISTRATION**
Professional Engineer, TX, 137137

Certified Member, AAAE

**OFFICE LOCATION**
The Woodlands, TX

Jessica Bryan is a senior project manager on Garver's Aviation Team with 25 years experience in the aviation industry. Over the course of her career, she has completed more than 250 airport improvement projects as a consultant and also worked five years at the Federal Aviation Administration in the Texas Airports District Office. She has experience developing plans, specifications, drainage reports, paving and grading plans, cost estimates, and construction safety phasing plans and assisting airport sponsors with bidding and contract award services, including bid tabulation and award recommendation. She is also extremely well versed with FAA funding applications, invoicing, and management.

Jessica has served as a construction manager, performing tasks such as preparing and processing change orders, reviewing daily inspection reports, conducting pre-construction meetings and preparing minutes, coordinating and reviewing QA/QC testing, reviewing field quantities and preparing pay requests, and confirming all construction met state and federal wage requirements. She has extensive experience and knowledge of FAA Advisory Circulars, Technical Reports, and Standard Operating Procedures. She will be dedicated to serve as the Project Manager for the entire duration of this contract.

## Experience

**Jack Brooks Regional Airport**
*Beaumont, TX*

**Airfield Lighting Improvements**
Project principal for the rehabilitation of the airfield lighting system including the runway edge lights and signs for Runways 12-30 and 16-34, improvements to the airfield lighting vault (ALV) in the Jerry Ware Terminal and the replacement of the existing airport beacon. The replacement work will also involve the installation of new light bases and conduit for new runway and taxiway circuit segment.

**Hawthorne Field Airport**
*Kountze/Silsbee, TX*

**Airfield Improvements**
Project principal and construction manager to construct an asphalt concrete pavement overlay on the runway, all taxiways, and parking apron at Hawthorne Field. She has been responsible for managing the contract time and construction budget, as well as coordinating with the on-site resident project representative. This project is currently under construction, with a November 2025 completion date.

**Dallas Love Field**
*Dallas, TX*

**Taxiway A***
FAA program manager for this project, responsible for reviewing and approving the engineer's report, drawings and specifications, to ensure compliance with FAA guidance and eligibility. Administered FAA grants, processed invoices, and coordinated grant closeout.

**Killeen Regional Airport**
*Killeen, TX*

**Taxiway B***
FAA program manager for this project, responsible for reviewing and approving the engineer's report, drawings and specifications, to ensure compliance with FAA guidance and eligibility. Administered FAA grants, processed invoices, and coordinated grant closeout.

**Indicates individual experience prior to joining Garver*

# Mitchell McAnally, PE, PMP

PRINCIPAL IN CHARGE

GARVER

**18** Years of Experience

**EDUCATION**
Bachelor of Science, Civil Engineering, Transportation

**REGISTRATION**
Professional Engineer, TX, 114422

Project Management Professional, TX, 2020058

**OFFICE LOCATION**
Frisco, TX

Mitchell McAnally is a senior project manager and Aviation Team leader at Garver with 18 years of experience. He works exclusively on aviation projects and is responsible for designing airport improvement projects and developing construction plans and specifications. Mitchell brings experience in all types of airfield and landside projects, including design for pavement, geometry/grading, drainage, and cross section generation, as well as expertise in constructability, safety and phasing, quantity calculations, and cost estimating. His experience includes not only airfield pavement improvements but also vertical structures, airport facilities, and landside parking and roadways. Mitchell also has experience as a resident project representative (RPR) performing construction observation on airport projects, which gives him unique insight on the constructability of designs for airport environments. Mitchell has extensive experience in Texas having completed projects at 45 different airports with a total construction value of $649 million.

## Experience

**Dallas Love Field**
*Dallas, TX*

**Crossfield Taxiways**
Project manager responsible for the reconfiguration of all taxiways between the two parallel runways. Project included detailed construction safety and phasing, and ARFF response time modeling for the ultimate configuration and for operations during construction. Project also included siting the future ARFF station that will replace the outdated current ARFF station that has issues meeting response times.

**Dallas Love Field**
*Dallas, TX*

**Taxiway Bravo Rehabilitation**
Project manager for the rehabilitation of Taxiway Bravo from the Runway 31R end to the Runway 13L end. Improvements included reconstruction of the failed concrete pavement with a new concrete pavement section, concrete shoulders, terminal gate adjustments for phasing, and completion of the full length dual parallel taxiway system.

**Dallas Executive Airport**
*Dallas, TX*

**Runway 13-31 Reconstruction**
Project manager responsible for the overall geometric layout and pavement, grading and drainage design. The project consisted of reconstruction and narrowing Runway 13-31 as well as realignment, reconstruction, and removal of all taxiway connections.

**McKinney National Airport**
*McKinney, TX*

**Runway 18-36 Extension Program**
Senior project manager responsible for overseeing the development of runway extension options for the Preliminary Engineer's Report (PER). Additional responsibilities include coordinating with stakeholders including the airport, TxDOT, project team, and subconsultants.

# Jason Frank, PE, MB

QA/QC

GARVER

**31** Years of Experience

**EDUCATION**
Master of Business Administration, Finance

Bachelor of Science, Civil Engineering

**REGISTRATION**
Professional Engineer, TX, 87979

**OFFICE LOCATION**
Indianapolis, IN

Jason Frank is a senior project manager and a Garver Aviation Team Leader. Over the course of his 31-year career, he has served as project manager on a variety of airfield projects with up to $250 million in construction, including apron, runway, and taxiway projects at Jack Brooks Regional Airport, Kansas City International Airport, George Bush Intercontinental Airport, Indianapolis International Airport, Dulles International Airport, Lambert St. Louis International Airport, and many other airports nationwide. He is an expert in FAA Advisory Circulars for airfield construction projects, U.S. Military's Unified Facilities Criteria, and International Civil Aviation Organization (ICAO) standards. Jason brings extensive project coordination experience coupled with a high level of technical skill to each of his projects. Based on his experience working on airfields with a wide range of complexity, he understands the unique challenges airfield improvement projects face and is adept at mitigating construction impacts and managing critical path items for project success. Jason was the 2022 recipient of the American Society of Civil Engineers (ASCE) Airfield Pavement Practitioner of the Year award, recognizing his demonstrated leadership and achievement in airfield pavement projects.

## Experience

**Jack Brooks Regional Airport**
*Beaumont, TX*

### Taxiway D

Senior project manager responsible for construction administration and management of relocated Taxiway D. Responsibilities included client management, review of submittals and RFIs, construction schedules and meetings, and FAA coordination, as well as site visits to ensure construction project was meeting specifications, managing on-site project representative, reviewing contractor requests for information, value engineering, materials and testing reviews, managing the construction budget, and project closeout.

**Jack Brooks Regional Airport**
*Beaumont, TX*

### Taxiway A

Senior project manager responsible for the design team, quality control and client management for the rehabilitation and realignment of Taxiway A. Responsibilities included design review, and advising the client of proposed design changes, managing the project budget, and construction estimates.

**Jack Brooks Regional Airport**
*Beaumont, TX*

### Drainage Improvements

Senior project manager responsible for the design team, quality control and client management for the drainage improvements at Jack Brooks Airport. Responsibilities included design review, and advising the client of proposed design changes, managing the project budget, and construction estimates.

**Jack Brooks Regional Airport**
*Beaumont, TX*

### Runway 16-34 Marking Rehabilitation

Senior project manager responsible for the overall design, quality control, and client management for the new partial parallel taxiway to Runway 6-24. Responsibilities include design review, site visits to make sure the design was meeting the needs of the airport, reviewing proposed design changes and advising client and FAA, and managing the project budget and construction estimates.

## David Granato, PE

CIVIL AIRFIELD DESIGN LEAD

GARVER

9 Years of Experience

**EDUCATION**
Master of Science, Civil Engineering

Bachelor of Science, Civil Engineering

**REGISTRATION**
Professional Engineer, TX, 149170

Licensed Pilot

**OFFICE LOCATION**
Houston, TX

David Granato is a project manager for Garver's Aviation Team in the North Houston office. He has worked on runway rehabilitation and reconstructions, as well as terminal improvement and new construction projects in Texas, including several at BPT. His project experience ranges from general aviation to commercial airports. He has a comprehensive knowledge of the FAA Advisory Circulars, including the guidelines for airfield design, and a detailed understanding of using AutoCAD Civil 3D for problem solving for clients. David is also a professional pilot with over 2,000 hours of Military and Civilian flying experience and five and a half years of professional leadership experience as an Officer in the United States Air Force.

**Experience**

**Jack Brooks Regional Airport** | *Beaumont, TX*
Taxiway A

**Jack Brooks Regional Airport** | *Beaumont, TX*
Airfield Electrical Improvements

**Killeen Regional Airport** | *Killeen, TX*
Taxiway E Relocation

**Corpus Christi International Airport** | *Corpus Christi, TX*
Rehabilitate Runway 18-36, Parallel Taxiway, and Associated Pavements

## Matthew LeMay, PE, ACE

ELECTRICAL

GARVER

18 Years of Experience

**EDUCATION**
Bachelor of Science, Electrical Engineering

**REGISTRATION**
Professional Engineer, TX, 112269

Airport Certified Employee

**OFFICE LOCATION**
Frisco, TX

Matthew LeMay is a senior project manager and electrical team leader on Garver's Aviation Team with 18 years of experience. Matthew has designed projects for LED runway/taxiway lighting, utility relocations, approach lighting, guidance signs, PAPIs, rotating beacons, lighted wind cones, and airfield lighting control systems. He has a thorough understanding of the FAA Advisory Circulars for airfield lighting, airfield guidance signs, and approach aid design criteria, as well as the Unified Facilities Criteria (UFC) standards governing airfield lighting on military airfields. Matthew is experienced in the design of FAA-maintained navigational aids and approach lighting systems.

**Experience**

**Jack Brooks Regional Airport** | *Beaumont, TX*
Airfield Electrical Improvements

**Jack Brooks Regional Airport** | *Beaumont, TX*
Taxiway D

**Jack Brooks Regional Airport** | *Beaumont, TX*
Taxiway A Rehabilitation

**Corpus Christi International Airport** | *Corpus Christi, TX*
East GA and Terminal Apron Reconstruction

## Golam Mohiuddin, PE, CFM, ENV SP

GARVER

DRAINAGE

**14** Years of Experience

**EDUCATION**
Master of Science, Civil Engineering and Water Resources

Bachelor of Science, Civil Engineering

**REGISTRATION**
Professional Engineer, TX, 140020

Certified Floodplain Manager

Envision Sustainability Professional

**OFFICE LOCATION**
Houston, TX

Golam Mohiuddin is an experienced senior project manager and drainage lead with over 14 years of expertise delivering hydrologic and hydraulic solutions for transportation, flood control, and stormwater infrastructure projects. He specializes in roadway drainage, complex 1D/2D hydraulic modeling, drainage impact studies, flood risk assessments, storm sewer and pump station design, and bridge scour analysis. Golam has successfully completed multiple drainage plans, specifications and engineers reports, as well as schematic projects of varying complexity and size in both urban and rural settings across multiple TxDOT districts. He is thoroughly familiar with the TxDOT Hydraulic Design Criteria Manual, Scour Evaluation Guide, Scour Analysis Guide, and Drainage Standards.

**Experience**

**Dallas Fort Worth International Airport** | *DFW Airport, TX*
Rehab Existing Inverted Siphon

**TxDOT** | *Madison County, TX*
SH 90 PSE Shoulder Widening

**City of San Antonio** | *San Antonio, TX*
Frio City Road Roadway Drainage

**El Paso Water** | *El Paso, TX*
On-Call Task Order–Catalina Way/ Cielo Vista

## Nathan Polsgrove, A.A.E., IAP, ACE

GARVER

PLANNING

**20** Years of Experience

**EDUCATION**
Master of Business Administration

Bachelor of Science, Aviation Administration

**REGISTRATION**
Accredited Airport Executive

International Airport Professional

Airport Certified Employee

Instrument Rated Pilot

**OFFICE LOCATION**
San Antonio, TX

Nathan Polsgrove is Garver's Director of Aviation Planning and has more than 20 years of experience in airport planning and development. He has extensive experience in the development and implementation of Airport Master Plans, Airport Layout Plans, business/strategic plans, airport policies, and capital improvement planning. Prior to joining Garver, Nathan spent 12 years in the airport management industry in a variety of management and leadership positions at both general aviation and commercial service airports, including an 11-year tenure with the San Antonio Airport System, holding such titles as Airport Operations Supervisor, Interim Airport Operations Manager, Special Projects Manager, and Chief Strategy and Development Officer.

**Experience**

**Killeen Regional Airport** | *Killeen, TX*
Airport Master Plan

**Corpus Christi International Airport** | *Corpus Christi, TX*
Airport Master Plan

**El Paso International Airport** | *El Paso, TX*
Planning On-Call Services

**Dallas Executive Airport** | *Dallas, TX*
Airport Layout Plan

## Megan McLellan, CM, MBAA

STRATEGIC FUNDING

GARVER

22 Years of Experience

**EDUCATION**
Master of Business Administration, Aviation

Bachelor of Arts & Sciences, Aviation Management

**REGISTRATION**
Certified Member, AAAE

**OFFICE LOCATION**
Austin, TX

Megan McLellan is a strategic funding manager on Garver's Aviation Team with 22 years of experience in airport management, operations, capital improvement planning and development. Prior to joining Garver, Megan worked in a variety of management leadership positions at both general aviation and commercial service airports, where her responsibilities included tenant and stakeholder coordination, regulatory compliance, long-term planning, and oversight of airport improvements, as well as preparing and maintaining documentation for grant and project approval. Megan's role at Garver includes providing grant administration and strategic airport funding services for our clients throughout Texas and nationwide.

**Experience**

**McKinney National Airport** | *McKinney, TX*
On-Call Consulting Services

**Clinton National Airport** | *Little Rock, AR*
On-Call Consulting Services

**Denton Executive Airport** | *Denton, TX*
Runway 18R-36L Reconstruction

**Indianapolis International Airport** | *Indianapolis, IN*
Grant Preparation

## Trey Newcomb, PE

MECHANICAL/ELECTRICAL/PLUMBING

GARVER

14 Years of Experience

**EDUCATION**
Bachelor of Science, Mechanical Engineering

**REGISTRATION**
Professional Engineer, TX, 122258

**OFFICE LOCATION**
Dallas, TX

Trey Newcomb is a project manager on Garver's Building's Team with 14 years of experience. Trey's background is in mechanical engineering, and his responsibilities include overseeing the HVAC, plumbing, and fire protection designs in the projects that he is involved in. Trey also leads the energy modeling team for Garver's sustainability group. In this role Trey has completed the design and certification of more than a dozen LEED buildings, ranging from Certified to Platinum Rated. Trey is licensed in eight states, and his design experience includes over 11 million square feet of commercial development that include commercial office, commercial warehouse, private hangars, airport terminals, Federal Inspection Station (FIS) Facilities and more.

**Experience**

**Killeen Regional Airport** | *Killeen, TX*
HVAC Improvements

**Dallas Fort Worth International Airport** | *DFW Airport, TX*
Airfield Pavement Remediation

**McKinney National Airport** | *McKinney, TX*
Encore Wire Hangar Development

**McKinney National Airport** | *McKinney, TX*
Corporate Hangar Development

## Jeremy O'Burke, PE

GEOTECHNICAL INVESTIGATION/ MATERIALS TESTING

TOLUNAY-WONG ENGINEERS

**8** Years of Experience

**EDUCATION**
Bachelor Science, Mechanical Engineering

**REGISTRATION**
Professional Engineer, TX, 144604

**OFFICE LOCATION**
Beaumont, TX

Jeremy O'Burke has eight years of experience in geotechnical engineering, deep foundations testing, construction materials testing and geophysical surveying. His experience includes providing geotechnical engineering, construction and quality control recommendations for various geotechnical projects including geotechnical engineering analyses of capacity, stability, settlement, evaluation of short term and long-term performance and installation considerations associated with design and installation of shallow and deep foundations, ground improvement methods, pavements, large ground supported storage tanks, areal fill placements, levees/ embankments, bulkheads, containment and detention ponds, below grade structures, crane lift events and horizontal directional drilling (HDD).

**Experience**

**Jack Brooks Regional Airport** | *Beaumont, TX*
GA Apron Repairs

**Jack Brooks Regional Airport** | *Beaumont, TX*
New Access Road

**Jack Brooks Regional Airport** | *Beaumont, TX*
Runway Safety Grading

**Jack Brooks Regional Airport** | *Beaumont, TX*
Taxiway D Reconstruction

## Jorge Maldonado, PhD

RESIDENT PROJECT REPRESENTATIVE

DC

**30** Years of Experience

**EDUCATION**
PhD, Business Finance

Master of Accounting

Master of Business Administration

Bachelor Science, Chemical Engineering

**CERTIFICATION**
Quality Control Manager, US Army Corps of Engineers

**OFFICE LOCATION**
Harlingen, TX

Jorge Maldonado is a senior level professional that has held several executive positions over his 30 years of experience. His duties specifically include daily construction inspection of all work to be performed, the resource management for numerous projects and the clear communication of construction scope of work, budgets, schedules, quality control, safety, and logistics through his weekly meetings with team members and stakeholders. Due to Jorge's experience in shop drawing review, he has a high level of experience in identifying discrepancies between the contract documents and the proposed materials in terms of constructability, leading to a potential reduction in change orders and unexpected costs.

**Experience**

**Jack Brooks Regional Airport** | *Beaumont, TX*
Taxiway A Reconstruction

**Brownsville/South Padre Island International Airport** | *Brownsville, TX*
New Passenger Terminal

**Valley International Airport** | *Harlingen, TX*
Runway 13-31 Reconstruction and Rehabilitation

**Tinker AFB Airport** | *Oklahoma City, OK*
AWACS & West Apron Reconstruction

## Dan Clark, RPLS

SURVEY

AG3 ENGINEERING · SURVEY · CONSTRUCTION

**22** Years of Experience

**EDUCATION**
Bachelor of Arts/ Government

**REGISTRATION**
Registered Professional Land Surveyor, TX, 6011

**OFFICE LOCATION**
Leander, TX

Dan Clark has over 22 years of field and office experience and has been the project manager on multiple TxDOT Survey IDIQ contracts and has an excellent relationship with TxDOT and project stakeholders. His survey experience includes ROW, design, construction surveys, aerial/mobile/terrestrial LiDAR as well as survey of SUE efforts, as required for this contract. Dan approaches each job as a priority by allocating proper resources and ensuring accurate deliverables. Dan is familiar with various computer operating systems and software including AutoCAD, Trimble Business Center, MicroStation, Geopak, and Leica Infinity.

**Experience**

**Austin-Bergstrom International Airport** | *Austin, TX*
Terminal C ABIA

**McAllen International Airport** | *McAllen, TX*
Surveying Services and Digital Terrain Models

**San Antonio International Airport** | *San Antonio, TX*
Survey Lead and GIS Database Creation for New Improvements Utility Maintenance

**TxDOT Austin District** | *Austin, TX*
IDIQ Austin Area Survey Task Lead

## Dr. Sina Nejad, PE

HVAC

SIGMAENGINEERS Innovative Solutions | Solid Designs

**45** Years of Experience

**EDUCATION**
Doctor of Engineering

Master of Science, Engineering

Bachelor of Science, Engineering

**REGISTRATION**
Professional Engineer, TX, 75657

**OFFICE LOCATION**
Beaumont, TX

Sina Nejad is the founder and president of Sigma Engineers, Inc. He is a structural and architectural engineer licensed to practice in Texas. He has 45 years of experience designing buildings for petrochemicals, refineries, and other industrial purposes. Sigma Engineers has completed many projects for national and international clients. Dr. Nejad is noted as a pioneer in designing and constructing high-wind exposure and blast-resistant buildings. Sina is well experienced in higher education, municipal, and commercial buildings. Sigma Engineers has completed projects with several big-name retailers, offices, and refineries. He is a member of numerous Texas and national professional societies, including a charter member of the Structural Engineering Institute and a founding member of the Architectural Engineering Institute.

**Experience**

**Jack Brooks Regional Airport** | *Beaumont, TX*
Terminal HVAC Improvements Design

**KSB Standard Alloys** | *Port Arthur, TX*
Administration Building

**Sabine Pilots** | *Port Arthur, TX*
Administration Building

**Drainage District #7** | *Port Arthur, TX*
Administration Building

# 2 Project Approach and Management Plan

# 2 Project Approach and Management Plan

## Team Organization and Structure

We have organized the Garver Team so that there is a single, accountable Project Manager for all projects flowing through the on-call contract. Jessica Bryan, PE, CM, will perform task order initiation and contracting, manage overall task order schedules and budgets, execute a robust QC program, and provide regular progress reporting on all task orders back to Jefferson County and BPT.

Jessica will be supported by a Civil Airfield Design Lead, David Granato, PE, to assist with team coordination, schedule management, and design expertise. With this approach, Jessica will be the main point of contact while David will handle production of specific task orders and provide project-specific coordination.

Jessica and David will be supported by a robust team of in-house Garver staff and subconsultant partners who will provide design production and other specialized services like electrical, drainage, planning, funding, MEP, HVAC, survey, geotechnical, and resident project representative services. The diversity and deep bench of the Garver Team means Jessica can assemble the right team to meet the needs of each task order. Our intent is to have a diverse and capable team with the ability to take on any of the projects with which BPT wishes to task this on-call team. The organizational structure outlined above will allow for multiple task orders to be performed and tracked simultaneously, while maintaining the capacity needed to support the BPT staff at all levels.

→ The Garver Team is well-positioned to **respond to your requests** and **represent your interests**.

→ Garver's organizational structure allows for an **efficient flow of information** between all parties.

**Reporting Lines & Communication Hierarchy**

**Single Point of Contact**

**PROJECT MANAGER**

Jessica Bryan, PE, CM

| PRINCIPAL IN CHARGE | QA/QC |
|---|---|
| Mitchell McAnally, PE, PMP | Jason Frank, PE, MBA |

**CIVIL AIRFIELD DESIGN LEAD**

David Granato, PE

### RESOURCE AVAILABILITY

Garver commits the availability of all members of the prime firm and each subconsultant, its principals, and assigned professionals identified to undertake this project. With this commitment, BPT can be certain that all staff proposed to work on this assignment will be available for the duration. The individuals included in the proposal will be the same individuals that you see in meetings and correspond with throughout the assignment. There will be no bait and switch. We regularly perform workload projections to help schedule personnel and keep projects on schedule.

### Project Management Plan

As Project Manager, Jessica focuses on being responsive, solving problems, and delivering projects on time and under budget. At the onset of any project, she will identify stakeholder needs and hot-button issues with insight from the project team, including Civil Airfield Design Lead David. These needs and issues are reported in Garver's Project Management Plan and distributed to the design team. Following the initial stakeholder meeting, her team establishes a schedule and holds weekly design meetings to review progress and outstanding task items. She develops workload projections to verify her staff is adequately utilized and finds additional staff as needed to keep projects on time. Jessica's team meets weekly to discuss project tasks and schedules. Overall, Garver commits to managing your needs and providing the best team of experts to serve as an extension of BPT's staff throughout the project.

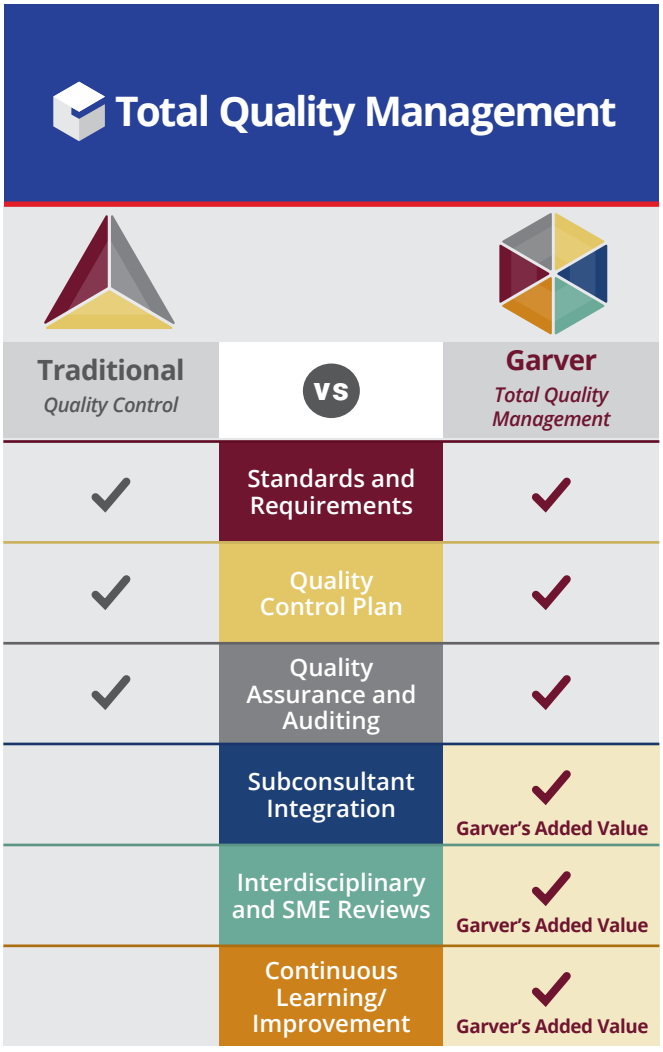
## APPROACH TO ON-CALL CONTRACTS

Our approach to this contract will reflect the urgency and responsiveness necessary, while meeting FAA requirements and using Garver's Total Quality Management (TQM) for successful completion of each project. Once we receive authorization, we will quickly set up Master Services Agreements (MSAs) with our subconsultant partners to be more readily available to serve you as task orders arise. Upon receipt of each task, we will work with BPT to develop a clear scope of work. We commit to having a proposal ready for review within two weeks of the scoping meeting. Having executed MSAs with our subconsultant team members will help accelerate fee proposal preparation.

→ Garver's commitment to quality control and communication is unmatched in the industry. Our well-established **QC processes** will help make certain that all project deliverables from Garver can be built **on time and within budget**.

## GARVER'S APPROACH TO QUALITY CONTROL

Our experience has taught us that dedicated quality control measures are some of the most essential services that we offer for our airport clients to provide quality, cost effective projects. Garver's Total Quality Management system is more than a set of policies and procedures that our clients could receive from any consultant. It's an integrated system of organized and interrelated activities that help assure design quality, stakeholder involvement, and client satisfaction are achieved. We believe in identifying and communicating risk items early in the design process. As these risks are identified with each task, Jessica will discuss with you the potential risk and develop a plan that mitigates it prior to it becoming a costly change order during construction.



## Garver's TQM System Incorporates Continuous Learning and Improvement

One differentiator of Garver's TQM system is how lessons learned from our projects are incorporated into our future work. An example of this is on BPT's Taxiway A Reconstruction where we faced challenges with the construction contractor, including their material choices—specifically, the use of lime slurry on wet soils—which delayed the project and highlighted the need for deeper alignment between the contractor's means and methods and site conditions. These lessons have since been incorporated into Garver's TQM system through enhanced verification steps in our pavement section development process, ensuring materials are evaluated against local soil characteristics and market availability. By integrating experience into our quality control plans and leveraging interdisciplinary reviews, we've strengthened our ability to proactively manage contractor methods and improve outcomes at BPT and across our entire footprint.

## GENERAL APPROACH TO AIRFIELD IMPROVEMENT PROJECTS

Garver knows that it is impossible to predict everything that can happen during the execution of a project. Our experts are prepared to represent the airport's best interests, never compromising on quality. Our approach to project design and construction is summarized in the graphic below and explained in the following pages.

### *Potential Challenges and Special Concerns*

Supply chain issues over the last few years have driven up pricing across industries impacting aviation projects. Currently, Garver is working on resolving supply issues by exploring all the alternative sources, producers, and suppliers of materials needed to fulfill airfield projects. We have developed tools and implemented processes to get true pricing for more accurate budgeting and bid estimation. Garver also knows that tenants need the airfield to be operational and available, with minimal disruption and maximum safety considerations. We will take steps to keep stakeholders informed and involved, allowing the airport to maintain focus on your customers.

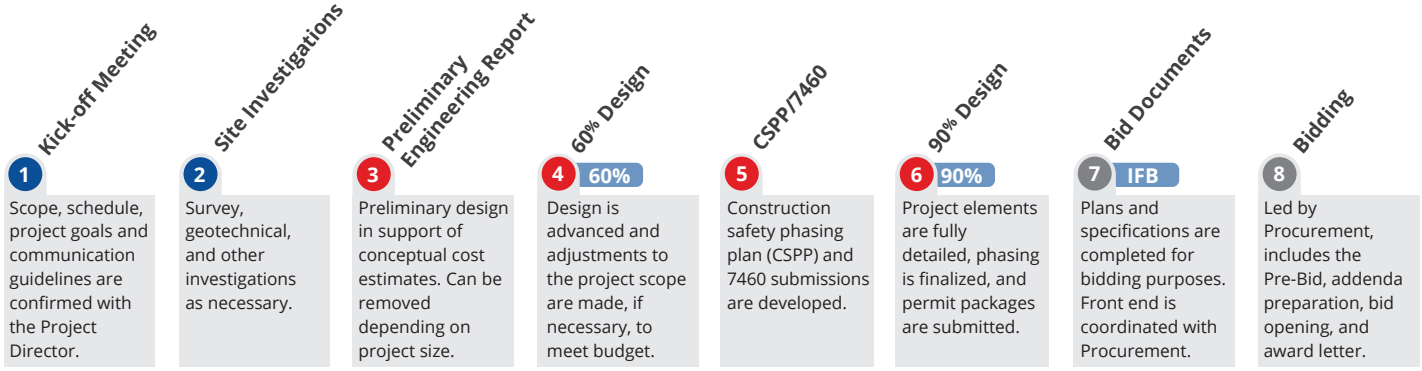
### *Design Approach*

Utilizing our team's experience at executing similar projects at both BPT and other airports, the Garver Team has developed a project approach that will accomplish the following objectives.

**Garver's Design Objectives**

- Prioritize stakeholder and tenant engagement throughout design and construction.
- Provide innovative designs and alternatives to reduce project cost.
- Take a program approach, considering future adjacent work to facilitate BPT's overall goals.
- Draw on recent project experience and area resources to accelerate design schedules.

## Project Development Timeline




### *Local Requirements*

We understand that all projects at BPT must follow Jefferson County's permitting process and meet all relevant County permitting requirements. Garver will continue to assist the contractor and airport in providing and completing all required documentation for permitting. The plans and specifications will be sent to BPT staff to submit to the County for review. We take a proactive approach by incorporating the County's permitting requirements into our project's quality control checklists. This enables our staff to address any compliance-related issues and confirm requirements are met before drawings are submitted to the FAA for their review.

In addition, our project schedule will include ample time for review periods by the BPT, County and FAA to make sure the review and approval process does not impact project progress. Should any significant concerns arise during the review, Jessica will work directly with BPT, the County, and the FAA to develop an appropriate solution.

→ Garver understands that **quality during construction** is highly dependent on **quality during design.**

### *Construction Safety and Phasing Plan Development*

During the preliminary design phase, Garver will prepare detailed construction safety and phasing plans (CSPP) in compliance with the FAA CSPP Review Checklist and Standard Operating Procedures. Our plans will also incorporate input from airport operations staff and key stakeholders and tenants, including American Eagle and general aviation tenants, about operations and aircraft and vehicular movement patterns in and around the construction work area. We know the CSPPs for BPT's airfield projects should include:

- → Route planning for aircraft egress around construction sites
- → Vehicular and ARFF access routes
- → Hangar and/or terminal access
- → Barricade phasing and details
- → Temporary taxiway lighting and signage modifications
- → Transition plans to allow occupation of completed phases
- → Safety and security

In addition, we develop specification language that outlines guard positions and escort requirements for access to airside construction areas and include penalty provisions for non-compliance with the safety plan provisions. Using information gathered through this process, we will develop the least disruptive construction phasing plan and work with BPT, stakeholders, and the FAA to negotiate and finalize the details of the CSPP.

## The Garver Team Will Be Your Partner Throughout Construction

We acknowledge that construction management is a process with multiple goals, including managing schedule and costs, promoting safety, and monitoring the quality of the final product. The Garver Team has the capabilities and experience to provide support for BPT throughout the construction process.

## GARVER'S APPROACH TO CONSTRUCTION MANAGEMENT

We know from experience that decisions must be made quickly during construction and that gathering input from stakeholders is key to minimizing operational impacts while providing a high quality final product. **Our approach centers around proactive communication led by dedicated Project Manager, Jessica Bryan**. Jessica will remain your primary point of contact and be responsible for leading construction management, conducting site visits, and facilitating communication amongst the airport, FAA, and the contractor.

**Jessica will work to keep local representative, Airport Manager Alex Rupp, and FAA Program Manager, Sarah Conner, apprised of all items through regular, proactive communication.** This includes hosting weekly progress meetings to discuss construction safety and phasing, analyze schedules, discuss issues, and coordinate critical work items. For example, we will notify airport staff when construction materials testing is scheduled to be on site to perform quality assurance testing. We will provide the airport with the results of these tests immediately and notify the airport of any failed results that do not produce passing results on the next retest before the official reports are distributed.

Our approach to proactive communication during construction management will help to identify solutions and resolve issues before they negatively impact progress.

### *Consistent Representation During Construction*

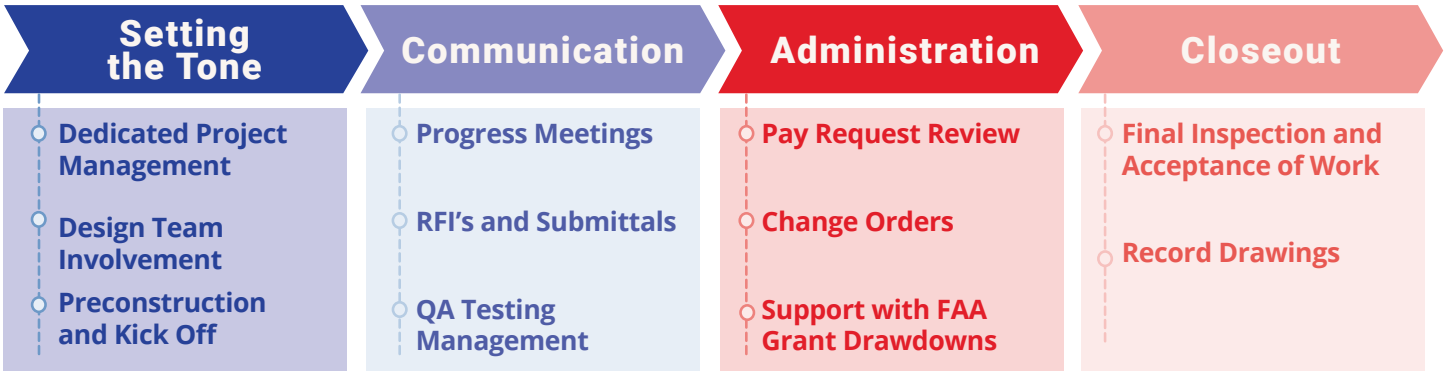
Davika will provide dedicated RPR services, prepare quality reports, and identify and resolve potential issues before they become impediments. Overall, our team will help build the project in conformance with the plans and specifications and manage budget and schedule goals. **Garver and Davika have performed over $66.8 million in airport improvements in Texas in the past five years.**

### *FAA Compliance*

Garver's record of successful airport projects funded by the FAA demonstrates our diligence in staying updated on FAA, state, and local directives. Procedures and Project Audits conducted by the FAA indicate that we continue to be in full compliance with FAA policies and procedures. The success of our airport projects has been dependent on the timely submission of all required documentation and certifications as well as the development of the projects in accordance with current criteria.

### *Site Visits by Design Engineers*

We know that the best way to manage construction is to involve the design team in the process. After all, no one knows a project better than the individuals who put the plans and specifications together. That is why Garver's design engineers will stay involved during construction and conduct regular site visits to verify compliance with the contract documents. **With the Garver Team, you will have a consistent, dedicated team of experts working toward the shared goal of project success.**



# 3 Additional Information

# 3 Additional Information

## Litigation Disclosure

Similar to most companies, Garver periodically engages in formal dispute resolution through the ordinary course of business. The results of such dispute resolution, including litigation, often are subject to confidentiality provisions. Garver has no pending litigation matters that would have a material impact on the company's financial standing and/or performance on this contract. If specific information regarding any specific claim against Garver is needed, please contact Garver's General Counsel, Kurtis John, at 479-287-4678.

## Contract Terms

Upon award, Garver respectfully requests to negotiate contract terms, including insurance requirements, consistent with those previously agreed upon between the County and Garver.

## Commitment to DBE Participation

Per Addendum No. 1, Garver is aware of the US Department of Transportation's recently issued Interim Final Rule resulting in a suspension of DBE goal setting and reporting initiatives. We are willing to meet any revised DBE requirements and goals once established. Garver maintains close working relationships with a wide variety of qualified DBE firms, including Davika and AG3, who we have strategically teamed with Garver for this opportunity. Should the need arise, we will make a good faith effort to utilize DBE firms where practical to balance our expertise and meet your goals.

**The Garver Team that we have operates as an extension of my staff, they're just like having another part of my team.**

MIKE WILSON
Executive Director of Aviation
**Killeen Regional Airport**

# Appendix A:

## RFQ Specification Document with Completed Forms and Addendum 1

# 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**


September 23, 2025

**Request for Statements of Qualifications**
**(RFQ 25-046/MR) Airport Engineering Consulting**

Jefferson County is seeking submittals from qualified firms to provide professional Consulting Engineering in accordance with Request for Statements of Qualifications (RFQ 25-046/MR) Airport Engineering Consulting; pursuant to Chapter 262 Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-327.

All interested firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: https://jeffersoncountytx.gov/Purchasing/

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, October 29, 2025. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be 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. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mistey.reeves@jeffersoncountytx.gov.

| | |
|---|---|
| **REQUEST NAME:** | **Airport Engineering Consulting; pursuant to Chapter 262 Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-327.** |
| **REQUEST NUMBER:** | **RFQ 25-046/MR** |
| **DUE DATE/TIME:** | **11:00 am CT, Wednesday, October 29, 2025** |
| **MAIL OR DELIVER TO:** | **Jefferson County Purchasing Department**<br>**1149 Pearl Street, 1st Floor**<br>**Beaumont, TX 77701** |

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

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

Respondents 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.

Sincerely,

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

**PUBLISH:**
**Beaumont Enterprise & Port Arthur News:**
September 24, 2025
**The Examiner:**
September 25, 2025 & October 2, 2025

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## SECTION 1. INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION (RFQ 25-046/MR) AIRPORT ENGINEERING CONSULTING

### 1.1. PURPOSE.

Jefferson County is requesting statements of qualifications and experience from all interested Engineering and Planning Consulting Firms desiring to provide professional Airport General Engineering Consultant Services to the Jack Brooks Regional Airport as needed for various Airport projects. Projects include planning, design, opinion of probable construction cost and bidding of:

- Airfield Lighting System Update and Rehabilitation
- Taxiway Rehabilitation and Replacement
- Commercial and GA Ramp and Apron Pavement Rehabilitation
- Runway Rehabilitation (Panel Replacement / Joint Seal Repairs)
- Airfield Drainage Rehabilitation and Improvement
- Relocation of Navaids
- Planning services associated with decoupling of and shifting of primary runway

The County's intent is to gain timely access to comprehensive airport planning, engineering, architectural, and project/construction management consulting services on an as needed basis by entering into one or more On-Call Professional Services Agreement(s) (PSAs) with qualified, selected Respondents. It is the intent to utilize these professional services to assist with the implementation and execution of the Airport's Capital Improvement Program (CIP) and address infrastructure issues as needed.

The County's goal in soliciting for Engineering Consultants is to meet the Airport's needs by contracting a firm that possesses specialized National and International Aviation expertise and knowledge of FAA and Aviation Industry Best Practices.

### 1.2. PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience. The Purchasing Agent will appoint a Selection Review Committee to evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. **Fees, price, work hours, or any other cost information will not be considered in the development of the short list**.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

### 1.3. SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

### 1.4. EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

### 1.5. COMMUNICATIONS.

**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 RFQ 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 RFQ, 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 RFQ 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.

### 1.6. LAWS AND REGULATIONS.

The Consulting Engineering Firms must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

### 1.7. INSURANCE.

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

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

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

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

**Minimum Insurance Requirements:**
**Public Liability, including Products & Completed Operations**..... $1,000,000
**Excess Liability**..... $1,000,000
**Property Insurance (policy below that is applicable to this project):**
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure
**Workers' Compensation.....** Statutory Coverage (**See Section 1.8 Below**)

**1.8. WORKER'S COMPENSATION INSURANCE.**

1.8.1. Definitions

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

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

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

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

1.8.3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.7 above.

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

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

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

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

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

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

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

1.8.9. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

1.8.9.1. 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 employee(s) providing services on the project, for the duration of the project.

1.8.9.2. Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

1.8.9.3. Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.8.9.4. Obtain from each person with whom it contracts, and provide to the Contractor:

1.8.9.4.1. A certificate of coverage, prior to the other person beginning work on the project; and

1.8.9.4.2. the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

1.8.9.5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.8.9.6. Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.8.9.7. Contractually require each person with whom it contracts to perform as required by paragraphs **1.8.1. – 1.8.7**., with the certificates of coverage to be provided to the person for whom they are providing services.

1.8.10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.8.11. 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.

**1.9. TERMS AND CONDITIONS.**

1.9.1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.

1.9.2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.

1.9.3. The Consulting Engineer shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

1.9.4. No reports, information, or data given to or prepared by the Consulting Engineer under contract shall be made available to any individual or organization by the Consulting Engineering without the prior written approval of the County.

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

Note: For RFQ response submission 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 Respondent(s) prior to the issuance of a Purchase Order.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/2/2025

**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**
Stephens Insurance, LLC
111 Center Street, Suite 100
Little Rock, AR 72201

www.stephensinsurance.com

**CONTACT NAME:** Kathy Jones
**PHONE (A/C, No, Ext):** 501-377-8502 **FAX (A/C, No):**
**E-MAIL ADDRESS:** kathy.jones@stephens.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Phoenix Insurance Company (A++XV) | 25623 |
| INSURER B : Charter Oak Fire Insurance Company (A++XV) | 25615 |
| INSURER C : Standard Fire Insurance Company (A++XV) | 19070 |
| INSURER D : Travelers Property Casualty Co of Amer (A++ XV) | 25674 |
| INSURER E : Starr Surplus Lines Insurance Company (A XV) | 13604 |
| INSURER F : Lloyd's of London | |

**INSURED**
Garver LLC
12141 Wickchester, Ste 200
Houston TX 77079

**COVERAGES** **CERTIFICATE NUMBER:** 86096071 **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**<br>☐ CLAIMS-MADE ✓ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ✓ PRO-JECT ✓ LOC<br>✓ OTHER: -0- Deductible | | | P-630-1G052988-PHX-25 | 7/1/2025 | 7/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,000<br>$ 500,000<br>$ 10,000<br>$ 1,000,000<br>$ 4,000,000<br>$ 4,000,000 |
| B | **AUTOMOBILE LIABILITY**<br>✓ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY | | | 810-1N886537-25-43-G | 7/1/2025 | 7/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| D | ✓ **UMBRELLA LIAB** ✓ OCCUR<br>✓ **EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ✓ RETENTION $ 10,000 | | | CUP-6J09853A-25-43 | 7/1/2025 | 7/1/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000 |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | UB-7K425966-25-43-G | 7/1/2025 | 7/1/2026 | ✓ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E | Professional Liability- Claims Made | | | 1000634123251 | 7/1/2025 | 7/1/2026 | Each Claim & Aggregate | $2,000,000 |
| F | Maritime Employer's Liability *<br>Underwriter at Lloyds NAIC AA-1122000 | | | PSR083863 | 7/1/2025 | 7/1/2026 | Combined Single Limit | $1,000,000 |

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

See Attached
RE: na

Full Prior Acts applies under the Starr Professional Liability policy shown above.

**CERTIFICATE HOLDER**
na

FOR INFORMATION ONLY - Houston

**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**
Ted Grace

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AGENCY CUSTOMER ID: _____

LOC #: _____

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | | NAMED INSURED |
|---|---|---|
| Stephens Insurance, LLC | | Garver LLC<br>12141 Wickchester, Ste 200<br>Houston TX 77079 |
| POLICY NUMBER | | |
| P-630-1G052988-PHX-25 | | |
| CARRIER | NAIC CODE | |
| Phoenix Insurance Company (A++XV) | 25623 | EFFECTIVE DATE: 7/1/2025 |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)

**HOLDER:** FOR INFORMATION ONLY - Houston

**ADDRESS:**

The following policy endorsements apply to the Certificate Holder and other named person or organization if you have agreed in written contract:

Certificate Holder is an Additional Insured on the General Liability if required by written contract per Blanket Endorsement CGD414 & CGD246 on a Primary & Non-contributory basis and includes Completed Operations.

Certificate Holder is an Additional Insured on a Primary & Non-contributory basis per Blanket Auto Endorsement CAT474.

Certificate Holder is an Additional Insured under the Umbrella policy on a Primary & Non-contributory basis per the follow form wording.

Waiver of Subrogation applies in favor of the Certificate Holder under the General Liability by Blanket Endorsement CGD379.

Waiver of Subrogation applies in favor of the Certificate Holder under the Automobile by Blanket Endorsement CAT353.

Waiver of Subrogation applies under the Umbrella per follow form wording if required by written contract.

Waiver of Subrogation applies in favor of the Certificate Holder under the Worker's Compensation by Blanket Endorsement WC000313. Form WC420304 Texas. Form WC9903J9 Kansas. WC430305 Utah.

Waiver of Subrogation applies in favor of the Certificate Holder under the Professional Liability. This is provided within the Starr Professional Liability policy form.

30 day notice will be provided to the Certificate Holder in the event of Cancellation, Non-renewal, Material Change per Blanket Endorsement ILT804-General Liability & ILT354 (03/98) on the Automobile & ILT400(05/19) on the Umbrella.
Notice of Cancel, Non-renewal, Material Change will be sent per WC Blanket Endorsement WC9906R5.
Notice of Cancel, Non-renewal and Reduction of Limits will be provided by the Professional Liability Carrier per Blanket Endorsement.
Notice of Cancel for non-payment of premium is provided if Certificate Holder is specifically endorsed to the Professional Liability policy (Endt to be attached with this certificate if applicable).

***(Notice of Cancel for non-payment of premium will not be provided to the Certificate Holder by Travelers Ins. Co. (applies to the General Liability, Automobile Liability and Umbrella policies).

Valuable Papers is provided under policy P-630-1G052988-PHX-25 shown above with a limit of $500,000.

General Liability policy form CGT001 includes Severability (Separation) of Interest (Insured's) Clause.

General Liability Includes Work Within Railroad by endorsement CG D3 79 and Auto includes Work within Railroad endorsement CA 2070 .



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ATTACHMENT

AGENCY CUSTOMER ID: _____

LOC #: _____

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | | NAMED INSURED |
|---|---|---|
| Stephens Insurance, LLC | | Garver LLC<br>12141 Wickchester, Ste 200<br>Houston TX 77079 |
| **POLICY NUMBER** | | |
| P-630-1G052988-PHX-25 | | |
| **CARRIER** | **NAIC CODE** | |
| Phoenix Insurance Company (A++XV) | 25623 | **EFFECTIVE DATE:** 7/1/2025 |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)

**HOLDER:** FOR INFORMATION ONLY - Houston

**ADDRESS:**

Worker's Compensation Policy includes coverage for USL&H exposures without endorsement to the policy per endorsement WC000106.

Cyber Policy CRV30090794100 with Endurance Assurance Corporation, eff. 7/1/25-7/1/26 Limits $10,000,000 Data & Network Liability.

Employee Dishonesty Coverage - Policy #105807050 eff. 7/1/25-7/1/26 Limit $1,000,000



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## SECTION 2. 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 |
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| >$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."<br><br>41 FR 60-1.4 Equal opportunity clause.<br><br>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:<br><br>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:<br><br>During the performance of this contract, the contractor agrees as follows:<br><br>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:<br><br>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.<br>(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.<br>(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, | 2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b) |

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| | proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.<br>(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.<br>(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.<br>(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.<br>(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.<br>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through<br>(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:<br><br>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.<br><br>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.<br><br>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.<br><br>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 | 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 |

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| | 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.<br><br>**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.**<br><br>When required, prime construction contracts over $2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.<br><br>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.<br><br>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.<br><br>**Applicability**<br>**This required contract provision applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work. These requirements *do not* apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**<br><br>Required Language<br>Compliance with the Contract Work Hours and Safety Standards Act.<br>1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.<br>2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of<br>$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.<br>3. *Withholding for unpaid wages and liquidated damages.* The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same | 2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5 |

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| | 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.<br>4. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.<br><br>**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.**<br><br>Suggested Language<br>Further Compliance with the Contract Work Hours and Safety Standards Act.<br><br>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.<br><br>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.<br><br>**This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.** | 2 CFR 200 APPENDIX II (F);<br>Funding Agreement; definition found under 37 C.F.R. § 401.2(a). |
| >$150,000 | Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders 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).<br><br>Clean Air Act<br><br>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 and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387).<br><br>The contractor agrees to report each violation to the Owner and understands and agrees that the Owner 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.<br><br>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.<br><br>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. | Clean Air & Water Pollution Control<br>2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§ 1251-1387 |

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| >$25,000 | Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.<br><br>The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.<br><br>Suggested Language:<br>Suspension and Debarment<br>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).<br><br>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.<br><br>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.<br><br>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. | 2 CFR 200 APPENDIX II (H); 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of 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.<br><br>**If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000.**<br><br>Required Certification:<br>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.<br>Suggested Language:<br>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— | 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) |

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| | Competitively within a timeframe providing for compliance with the contract performance schedule;<br>Meeting contract performance requirements; or At a reasonable price.<br>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.<br><br>The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. | |
| >$100,000 | *§135.38 Section 3 clause*<br>*All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):*<br><br>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,<br>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.<br><br>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.<br><br>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.<br><br>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.<br><br>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.<br><br>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.<br><br>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:<br><br>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: | 2 CFR 200.216 |

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| | (1) Procure or obtain;<br>(2) Extend or renew a contract to procure or obtain; or<br>(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).<br>(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).<br>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.<br>(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.<br>(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.<br>(c) See Public Law 115-232, section 889 for additional information.<br>(d) See also § 200.471. | |
| | | |
| None | The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy. | 2 CFR 200.112 |
| None | The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable. | 2 CFR 200.336 |
| None; All FEMA declarations and awards issued on or after November 12, 2020. | Suggested Language:<br>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.<br>(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.<br>(b) Such consideration means:<br>(1) These business types are included on solicitation lists;<br>(2) These business types are solicited whenever they are deemed eligible as potential sources;<br>(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;<br>(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;<br>(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;and<br>(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 | 2 CFR 200.334; and 200.337 |

| | | |
|---|---|---|
| | 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:<br><br>(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.<br><br>(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.<br><br>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.<br><br>(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.<br><br>(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.<br><br>(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).<br><br>(1) *If submitted for negotiation.* 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.<br><br>(2) *If not submitted for negotiation.* 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.<br><br><u>Suggested Language for All Procurements:</u><br>a. The Contractor agrees to provide (insert non-federal entity), the Texas Division of Emergency Management (TDEM), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.<br>b. The FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.<br>c. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.<br>d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States. | |
| None | CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental Corporation may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the U.S. Department of Treasury under Executive Order 13224.The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 8 U.S.C.1189(a)(1) of the United States Code. | United States Code 19 U.S.C. 2511 |
| >$100,000 | PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:<br>(1) is between a governmental entity and a company with 10 or more full-time employees; and<br>(2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.<br>(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:<br>(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.<br>Suggested Language:<br>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<br>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 *Violence Against Women Act Reauthorization of 2022*, 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 |

## SECTION 3. ACCESS TO RECORDS AND REPORTS

Source: 2 CFR § 200.333, 2 CFR § 200.336, FAA Order 5100.38

Applicability:

Sponsors are required to retain records pertinent to a Federal award for a period of three years from submission of final closure documents and sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor's contracts and subcontracts of AIP funded projects.

Sponsors must include this provision in all contracts and subcontracts of AIP funded projects.

The following clause is part of this contract and will be included in all future contracts related to this RFQ:

The contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner (Sponsor), the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## SECTION 4. BREACH OF CONTRACT TERMS

Source: 2 CFR § 200 Appendix II(A)

Applicability:

Sponsors are required to incorporate administrative, contractual or legal remedies if contractor violates or breaches contract terms. This provision is required for all contracts that exceed the simplified acquisition as stated in 2 CFR Part 200, Appendix II(A), and is occasionally adjusted for inflation and is currently equal to $150,000.

The following clause is part of this contract and will be included in all future contracts related to this RFQ:

Any violation of breach of terms of this contact on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach of the Owner elects to terminate the contract. The Owner will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## SECTION 5. DISTRACTED DRIVING

Source: Executive Order 13513; DOT Order 3902.10

Sponsors are required to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this requirement, the Consultant will promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers in all contracts exceeding $3,500. This clause is part of this contract an will be included in all future contracts related to this RFQ.

## SECTION 6. VETERAN'S PREFERENCE

Source: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier contractors must give preference to covered veterans as defined within Title 49 USC 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## SECTION 7. BYRD ANTI-LOBBYING CERTIFICATION FORM

Respondent must complete the form below and include with RFQ submission.

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

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.

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.

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 GARVER, LLC 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

Mitchell McAnally, PE, Vice President

Name and Title of Contractor's Authorized Official

10/27/2025

Date

**REQUIRED FORM**
**Respondent:**
**Please complete this form and include with RFQ response submission.**

## SECTION 8. DEBARMENT/SUSPENSION CERTIFICATION FORM

Respondent must complete the form below and include with RFQ submission.

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

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

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

The Contractor Garver, LLC 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

Mitchell McAnally, PE, Vice President

Name and Title of Contractor's Authorized Official

10/27/2025

Date

**REQUIRED FORM**
**Respondent:**
**Please complete this form and include with RFQ response submission.**

## SECTION 9. CIVIL RIGHTS COMPLIANCE PROVISIONS FORM

Respondent must complete the form below and include with RFQ submission.

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 FORM (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**

Mitchell McAnally, PE, Vice President

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

10/27/2025

**Date**

**REQUIRED FORM**
**Respondent:**
**Please complete this form and include with RFQ response submission.**

## SECTION 10. RFQ SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

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

### 10.1. SUBMISSION OF QUALIFICATIONS.

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

Responses must be submitted in complete original form by mail or messenger to the following address:
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

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

The County requests that response submissions be bound, however staples and or glued spines are NOT preferred.

**Respondent is responsible for submitting: Six (6) hard copies [One (1) original and five (5) response copies] and One (1) electronic copy in PDF format;** with all copies to include a completed copy of this specifications packet, in its entirety.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. https://jeffersoncountytx.gov/Purchasing/

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

### 10.2. DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

**All submissions must be received by 11:00 am CT, Wednesday, October 29, 2025**

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

Late responses will not be accepted and will be returned unopened to the Respondent.

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

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

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

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

Please direct questions to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or e-mail at: mistey.reeves@jeffersoncountytx.gov.

### 10.3. 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. Respondents are strongly urged to plan accordingly.

### 10.4. 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 |

### 10.5. SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

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

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

**Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.**

### 10.6. PRE-PROPOSAL CONFERENCE.

There will NOT be a Pre-Proposal Conference due to the nature of this Request for Proposals.

### 10.7. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to Mistey Reeves, Assistant Purchasing Agent at: mistey.reeves@jeffersoncountytx.gov or faxed at: 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, October 17, 2025.

### 10.8. VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

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

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

**PROPOSER: SAM.GOV REGISTRATION BEHIND THIS PAGE.**

SAM.GOV®

# GARVER LLC

| Unique Entity ID | CAGE / NCAGE | Purpose of Registration |
|---|---|---|
| **LP36RUYNH4U3** | **4P256** | **All Awards** |
| Registration Status | Expiration Date | |
| **Active Registration** | **Jan 6, 2026** | |
| Physical Address | Mailing Address | |
| **4701 Northshore DR**<br>**North Little Rock, Arkansas 72118-5325**<br>**United States** | **4701 Northshore Drive**<br>**North Little Rock, Arkansas 72118-5325**<br>**United States** | |

## Business Information

| Doing Business as | Division Name | Division Number |
|---|---|---|
| **(blank)** | **Garver, Llc** | **(blank)** |
| Congressional District | State / Country of Incorporation | URL |
| **Arkansas 02** | **Arkansas / United States** | **http://www.garverusa.com/** |

### Registration Dates

| Activation Date | Submission Date | Initial Registration Date |
|---|---|---|
| **Jan 8, 2025** | **Jan 6, 2025** | **Aug 6, 1998** |

### Entity Dates

| Entity Start Date | Fiscal Year End Close Date |
|---|---|
| **Jun 25, 2002** | **Dec 31** |

### Immediate Owner

| CAGE | Legal Business Name |
|---|---|
| **(blank)** | **(blank)** |

### Highest Level Owner

| CAGE | Legal Business Name |
|---|---|
| **(blank)** | **(blank)** |

### Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

**No**

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

**Not Selected**

### Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

**Yes**

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

**No**

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

**Not Selected**

## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

**Business Types**

Entity Structure
**Corporate Entity (Not Tax Exempt)**

Entity Type
**Business or Organization**

Organization Factors
**Limited Liability Company**

Profit Structure
**For Profit Organization**

**Socio-Economic Types**

**Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.**

## Financial Information

Accepts Credit Card Payments
**No**

Debt Subject To Offset
**No**

EFT Indicator
**0000**

CAGE Code
**4P256**

**Electronic Funds Transfer**

Account Type
**Checking**

Routing Number
*******37**

Lock Box Number
**(blank)**

Financial Institution
**JPMORGAN CHASE BANK, NA**

Account Number
********23**

**Automated Clearing House**

Phone (U.S.)
**5016617860**

Email
**(blank)**

Phone (non-U.S.)
**(blank)**

Fax
**(blank)**

**Remittance Address**

**GARVER, LLC**
**4701 Northshore Drive**
**North Little Rock, Arkansas 72118**
**United States**

## Taxpayer Information

EIN
*****3400**

Type of Tax
**Applicable Federal Tax**

Taxpayer Name
**GARVER LLC**

Tax Year (Most Recent Tax Year)
**2023**

Name/Title of Individual Executing Consent
**Administrative Resources Manager**

TIN Consent Date
**Jan 6, 2025**

Address
**4701 Northshore DR**
**North Little Rock, Arkansas 72118**

Signature
**Daphne Ruck**

## Points of Contact

### Accounts Receivable POC

**BEVERLY Roberson, Principal Accounting Officer**
**bmroberson@garverusa.com**
**5018043823**

### Electronic Business

**WALLACE SMITH, Vice President**
**wcsmith@garverusa.com**
**5015373291**

**4701 Northshore Drive**
**North Little Rock, Arkansas 72118**
**United States**

JOHN WATKINS, Vice President
jtwatkins@garverusa.com
5015373270

4701 Northshore Drive
North Little Rock, Arkansas 72118
United States

### Government Business

**WALLACE SMITH, Vice President**
**wcsmith@garverusa.com**
**5015373291**

**4701 Northshore Drive**
**North Little Rock, Arkansas 72118**
**United States**

JOHN WATKINS, Vice President
jtwatkins@garverusa.com
5015373270

4701 Northshore Drive
North Little Rock, Arkansas 72118
United States

### Past Performance

**WALLACE SMITH, Vice President**
**wcsmith@garverusa.com**
**5015373291**

**4701 Northshore Drive**
**North Little Rock, Arkansas 72118**
**United States**

JOHN WATKINS, Vice President
jtwatkins@garverusa.com
5015373270

4701 Northshore Drive
North Little Rock, Arkansas 72118
United States

## Service Classifications

**NAICS Codes**

| Primary | NAICS Codes | NAICS Title |
|---|---|---|
| **Yes** | **541330** | **Engineering Services** |
| | **541310** | **Architectural Services** |
| | **541320** | **Landscape Architectural Services** |
| | **541370** | **Surveying And Mapping (Except Geophysical) Services** |
| | **541620** | **Environmental Consulting Services** |

## Size Metrics

**IGT Size Metrics**

Annual Revenue (from all IGTs)
**(blank)**

**Worldwide**

Annual Receipts (in accordance with 13 CFR 121)
**$286,962,729.00**

Number of Employees (in accordance with 13 CFR 121)
**1488**

**Location**

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

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

**Industry-Specific**

Barrels Capacity
**(blank)**

Megawatt Hours
**(blank)**

Total Assets
**(blank)**

## Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

## Disaster Response

Yes, this entity appears in the disaster response registry.

| Bonding Levels | Dollars |
|---|---|
| **(blank)** | **(blank)** |

| States | Counties | Metropolitan Statistical Areas |
|---|---|---|
| **Any** | **(blank)** | **(blank)** |

## 10.9. FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

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

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

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

**2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH RFQ SUBMISSION.**

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

SAMPLE: A sample of a completed FORM 1295 is included on the next page.

FORM 1295 Implementation Background:

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

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

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

**FORM 1295 EXEMPTIONS:**

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

A completed Form 1295 is not required for:

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

**SAMPLE FORM 1295**

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

JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

## CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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

OFFICE USE ONLY

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

VENDOR:ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE

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

JEFFERSON COUNTY, TEXAS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE.

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES. | | X | |
| | | | |
| VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES. | | | X |
| | | | |
| | | | |
| | | | |
| | | | |

5 Check only if there is NO Interested Party. CHECK BELOW IF APPLICABLE ☐

6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____ , on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

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

Must file online at www.ethics.state.tx.us/File

**<u>RESPONDENT</u>: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2025-1376562

**Date Filed:**
10/14/2025

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
GARVER, LLC
The Woodlands, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Jefferson County, 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.**
RFQ 25-046/MR
Airport Engineering Consulting

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| HOSKINS, BROCK | THE WOODLANDS, TX United | X | |
| GRAVES, MICHAEL | THE WOODLANDS, TX United | X | |
| SCHNIERS, BRENT | THE WOODLANDS, TX United | X | |
| SOBER, JEFFREY | THE WOODLANDS, TX United | X | |
| MOTT, JR., WM. EARL | THE WOODLANDS, TX United | X | |
| HOLDER, JR., JERRY | THE WOODLANDS, TX United | X | |
| MCILLWAIN, FRANK | THE WOODLANDS, TX United | X | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

My name is Mitchell McAnally, and my date of birth is July 2, 1986.

My address is 21 Waterway Ave., Ste.300, Office 348, The Woodlands (city), TX (state), 77380 (zip code), USA (country).

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

Executed in Montgomery County, State of Texas, on the 14th day of October (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

## SECTION 11. MINIMUM REQUIREMENTS: FIRM INFORMATION TO BE INCLUDED IN RESPONSE.

Firms desiring to be considered for On-Call Engineering Services for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements submitted in response to this Request for Qualifications will be evaluated.

### 11.1. MINIMUM INFORMATION OF FIRM/TEAM:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart (limited to staff assigned to Jefferson County).
7. Brief biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
9. A description of representative work accomplished for all jobs within the past five (5) years.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Describe reasons why the firm would be uniquely qualified to provide On-Call Engineering services to Jefferson County.
12. Describe any unique services offered by your firm.
13. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included in SECTION 13 of page 31 of this package.

### 11.2. MINIMUM QUALIFICATIONS:

The respondent shall assemble a multi-disciplinary team experienced with a variety of projects in a complex airport operations environment. The successful Respondent shall be required to demonstrate the ability and resources necessary to perform the scope of services requested.

At a minimum, the respondent must:

- Have demonstrated experience with FAA AIP and Passenger Facility Charge funded multi-year airport projects.
- Have demonstrated experience managing large multi-disciplinary teams
- Propose a Project Manager who shall be assigned to manage all work under the on-call agreement for the duration of the term of the contract and who has Aviation industry experience at commercial and general aviation airports.
- Have strong airport planning, engineering, architectural, construction management and administration, resident project inspection, project management, and airport operations experience.
- Have extensive experience, knowledge, and application of FAA Advisory Circulars and other guidance and regulatory documents.
- Demonstrate ability to manage projects and meet deadlines on multiple, concurrent large and small projects.

### 11.3. PREFERRED QUALIFICATIONS:

Respondents, including subcontractors, will demonstrate:

- Previous and current project expertise with Airports of similar size and activity.
- Experience performing similar work, if any, for the Jack Brooks Regional Airport or Jefferson County.
- Extensive experience in airport pavement valuation and design.
- Extensive experience in airport planning projects with financially realistic and results driven goals.

All services and or phases of assigned projects will require close interaction and coordination with the Airport, airport tenants, and other airport stakeholders, County departments, external agencies, and FAA offices. Respondents will be responsible for compliance with all applicable FAA ACs, Orders, and other airport and regulatory guidance documents as well as all federal, state, and local laws. Depending upon the projects assigned, the scope of services may include but is not limited to:

1. Planning Services:
   a) Assistance with airport planning, general planning, land use studies and other analysis, including programming studies, facility/terminal assessments and or analysis, airfield, airspace, terminal, landside, support facilities, and ground transportation analysis and modelling, economic and or financial analysis and cost benefit analysis.
   b) Creation of planning and programming for grant funding FAA ODOs and realistic ACIP.
   c) Master Plan Updates and sub-components such as Terminal Area Forecasts (TAFs), NEPA studies and compliance, Environmental Assessments (EAs), noise compatibility, and Airspace Studies.
2. Architectural/Engineering Design Services:
   a) Respondents will provide design and bid phase services resulting in contract documentation suitable for bidding and awarding a construction contract in accordance with FAA, State, and County standards.
   b) Respondents will perform site investigations to include but not be limited to geotechnical and environmental investigations, surveys, airfield pavement evaluations, and review existing record documents
   c) Respondents will prepare cost estimates and project schedules for planning projects, CIPs, and ODOs.
   d) Respondents will incorporate the Airport Safety Management System (SMS) program into projects at major submittal milestones or as otherwise applicable in evaluating design and construction phasing and sequencing alternatives.
3. Construction Management Services:
   a) Respondent will provide construction management services including but not limited to overseeing construction progress meetings, performing constructability reviews, reviewing contractor Quality Assurance / Quality Control (QA/QC) and safety plans, reviewing pay estimates, and performing project closeout activities.
   b) Respondent will provide construction administration services to include preparing meeting minutes, maintaining shop drawings and submittal logs, responding to and recording all Requests for Information (RFIs).
   c) Respondent will prepare and process change orders to include review, cost price analysis, negotiation, and recommendation on change order requests made by construction contractors, and issue non-conformance reports if and when necessary.
   d) Respondent will prepare as-built drawings in formats requested by the Airport.
   e) Respondents will provide proof of contractor adherence to:
      i) construction plans, quality assurance plans, safety and security plans.
   f) Respondent will provide quality control reports, perform punch-lists and final warranty inspections, and prepare final acceptance letters.
   g) If required by the project, respondent will provide a Resident Project Representative (RPR) and or dedicated Resident Inspection Services (RIS) to:
   h) Observe project sites through final completion;
   i) Serve as engineer's liaison;
   j) Observe the project through final completion.
4. Project Management Services:
   a) Respondents will provide management services to include constructability reviews, overall contract sequencing and packaging strategies, document control management systems, project control services, design and airport standards, and policies and procedures.
5. Staff Augmentation Services:
   a) Respondents, if required, may provide personnel to augment Airport staff to directly support:
   b) Engineering and construction efforts;
   c) Contract support services;
   d) Project control services;
   e) Assistance with project funding from local, State, and Federal sources;
   f) Interpretation and implementation of State and Federal requirements on Airports as they may pertain to planning and construction projects.
   g) Assistance with report, document, and training program creation for airport personnel.

### 11.4. OTHER REQUIREMENTS:

Respondents will be required to adhere to all terms and conditions of FAA 150/5100-14E Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects, or most current version available.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS:

The requirements of 49 CFR part 26 apply to this RFQ and all subsequent contracts as a result of any contracts awarded from this RFQ. It is the policy of Jefferson County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The County encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

The Airport DBE Program provides an equality of opportunity for firms to participate in the awarding of federally assisted Aviation Department contracts and related subcontracts, to include sub-tier subcontracts. This program supports the position of the U.S. Department of Transportation (DOT) and the FAA creating a level playing field and removing barriers by ensuring nondiscrimination in the award and administration of contracts financed whole or in part with Federal Funds. Therefore, on all DOT or FAA-assisted projects the DBE program requirements of 49 CFR Part 26 apply to this agreement.

Notification is hereby given that a DBE contract specific goal has been established for this RFQ. The applicable goal is 1.125% of the total dollar value of the contract including any change orders and or modifications throughout the term of this agreement. The respondent must make Good Faith Efforts in meeting such goals or submit documentation detailing such efforts to meet the established DBE goals as required in response to this RFQ.

Respondents may comply with the Aviation's DBE Program and Federal Code requirements without achieving the participation goals so long as they make and document Good Faith Efforts as required under 49 CFR Part 26. Responders that do not meet the project's DBE goal are subject to Good Faith Efforts review. If such a review is needed, it will be performed by the DBE Liaison Officer (DBELO). If the DBELO determines the Respondent failed to make and document Good Faith Efforts, the Respondent will be deemed non-responsive.

### 11.5. ADDITIONAL INFORMATION TO BE INCLUDED IN RESPONSE.

Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

### 11.6. CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

### 11.7. EVALUATION SCORING CRITERIA FOR RFQ RESPONSES

The appointed Evaluation Committee will consider the following criteria in evaluating responses:

1. 50%: Experience, Background, and Qualifications of Team (Including Prime/Joint/Partners/Subs)
    a. Minimum Qualifications .....Summarize compliance with each minimum qualification
    b. Team Profile .....Provide brief description of team, qualifications and experience
    c. Proposed Key Personnel.....Organizational Chart of proposed team
    d. Resumes .....Max one-page resumes of key personnel
2. 30%: Project Approach & Management Plan
    a. Brief narrative of plan describing organization structure, resource availability, and project execution (max 5 pages)
3. 20%: DBE Program Requirements
    a. DBE Narrative Statement .....Brief description of DBE participation in projects, approximate percentage of DBE firm utilization in past projects and letter of commitment to meet and or exceed goals.

Respondents are to provide the above information in the order as described above.

## SECTION 12. RESPONDENT INFORMATION FORM

Respondent must complete the form below and include with RFQ submission.

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

PLEASE PRINT.

**RFQ Number & Name:** (RFQ 25-046/MR) Airport Engineering Consulting

**Respondent's Company/Business Name:** Garver, LLC

**Respondent's TAX ID Number:** 01-0733400

***If Applicable***: **HUB Vendor No**. N/A **DBE Vendor No**. N/A

**Contact Person:** Jessica Bryan, PE, CM **Title:** Senior Project Manager

**Phone Number (with area code):** 713-482-4788

**Alternate Phone Number if available (with area code):** N/A

**Fax Number (with area code):** N/A

**Email Address:** JLBryan@GarverUSA.com

**Mailing Address (Please provide a <u>physical address for bid bond return</u>, if applicable):**

21 Waterway Ave., Suite 300 Office 348

Address

The Woodlands, TX 77380

City, State, Zip Code

**REQUIRED FORM**
**<u>Proposer</u>:**
**Please complete this form and include with proposal submission.**

## SECTION 13. VENDOR REFERENCES FORM

Respondent must complete the form below and include with RFQ submission.

Respondent: 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.

**REFERENCE ONE**

Government/Company Name: Corpus Christi International Airport

Address: 1000 International Drive, Corpus Christi, TX 78406

Contact Person and Title: Victor Gonzalez, Construction and Development Manager

Phone: 361-826-1788 Fax: 361-826-4271

Email Address: victor@cctexas.com Contract Period: 2016-2021

Scope of Work: Design and construction services for multi-phased reconstruction of terminal apron and general aviation apron pavements, totaling more than 200,000 SY of concrete.

**REFERENCE TWO**

Government/Company Name: Killeen Regional Airport

Address: Aviation Department, 8101 S. Clear Creek Road, Box C, Killeen, TX, 76549

Contact Person and Title: Mike Wilson, Executive Director of Aviation

Phone: 254-501-8701 Fax: 254-501-8744

Email Address: MWilson@Killeentexas.gov Contract Period: 2019-2023

Scope of Work: Design, bidding, and construction services for rehabilitation of parallel Taxiway B, including new 15-foot shoulders and in-shoulder taxiway edge lights, full reconstruction of Taxiway B3, and drainage improvements.

**REFERENCE THREE**

Government/Company Name: El Paso International Airport

Address: 6701 Convair Road, El Paso, TX, 79925

Contact Person and Title: Shane Brooks, Assistant Director, Aviation Development

Phone: 915-212-7336 Fax: N/A

Email Address: brooksrs@elpasotexas.gov Contract Period: 2021-2022

Scope of Work: Design for reconstruction and reconfiguration of parallel taxiway and connectors between Runway 22 and the cargo apron (Taxiway K1 and Taxiway K2).

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

## SECTION 14. SIGNATURE PAGE

Respondent must complete the form below and include with RFQ submission.

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

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

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

The undersigned agrees, if this RFQ response is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFQ Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

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

| | |
|---|---|
| Garver, LLC | |
| RFQ Respondent (Entity Name) | Signature |
| 21 Waterway Ave., Suite 300 Office 348 | Mitchell McAnally, PE, Vice President |
| Street & Mailing Address | Print Name |
| The Woodlands, TX 77380 | 10/27/2025 |
| City, State & Zip | Date Signed |
| 713-482-4788 | N/A |
| Telephone Number | Fax Number |
| MRMcAnally@GarverUSA.com | |
| E-mail Address | |

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

## SECTION 15. CERTIFICATION REGARDING LOBBYING FORM

Respondent must complete the form below and include with RFQ submission.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

**Signature of Contractor's Authorized Official**

Mitchell McAnally, PE, Vice President

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

10/27/2025

**Date**

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

## SECTION 16. DISCLOSURE OF LOBBYING ACTIVITIES FORM

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks “Sub-awardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFQ-DE-90-001.”
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
    a. Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    b. Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
10. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Respondent must complete the form below and include with RFQ submission.

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

| 1. Type of Federal Action: N/A | 2. Status of Federal Action: N/A | 3. Report Type: N/A |
|---|---|---|
| ☐ a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | ☐ a. bid/offer/application<br>b. initial award<br>c. post-award | ☐ a. initial filing<br>b. material change<br>**For Material Change Only:**<br>year _____ quarter _____<br>date of last report _____ |

| 4. Name and Address of Reporting Entity: | 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: |
|---|---|
| ☒ Prime ☐ Subawardee<br>Tier _____, *if known*:<br>Garver, LLC<br>21 Waterway Ave., Suite 300 Office 348<br>The Woodlands, TX 77380<br>**Congressional District**, *if known*: 4c | N/A<br>**Congressional District**, *if known*: |
| **6. Federal Department/Agency:**<br>N/A | **7. Federal Program Name/Description:**<br>N/A<br>CFDA Number, *if applicable*: _____ |
| **8. Federal Action Number**, *if known*:<br>N/A | **9. Award Amount**, *if known*:<br>$ N/A |
| **10. a. Name and Address of Lobbying Registrant** (*if individual, last name, first name, MI*):<br>N/A | **b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):<br>N/A |
| **11.** Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. | Signature: Mitchell McAnally<br>Print Name: Mitchell McAnally, PE<br>Title: Vice President<br>Telephone No.: 214-619-9023 Date: 10/27/2025 |
| **Federal Use Only:** | Authorized for Local Reproduction<br>Standard Form LLL (Rev. 7-97) |

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

## SECTION 17. CONFLICT OF INTEREST QUESTIONNAIRE

Respondent must complete the form below and include with RFQ submission.

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

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 is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer 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 or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with 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.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Mitchell McAnally, PE

Name of signatory

Signature

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/14/2024

**REQUIRED FORM**
**<u>Proposer</u>:**
**Please complete this form and include with proposal submission.**

## SECTION 18. LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

OFFICE USE ONLY – NOT REQUIRED TO BE COMPLETED BY RESPONDENT

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

**FORM CIS**

(Instructions for completing and filing this form are provided on the next page.)

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

**OFFICE USE ONLY**

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of each employment or other business relationship and each family 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 **SIGNATURE** 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

**Please complete either option below:**

**(1) Affidavit**

NOTARY STAMP / SEAL

Sworn to and subscribed before me by _____ 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

**OR**

**(2) Unsworn Declaration**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.

(street) (city) (state) (zip code) (country)

Executed in _____ County, State of _____, on the _____ day of _____ (month), 20_____ (year).

_____
Signature of Local Government Officer (Declarant)

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/17/2020

**THIS FORM IS FOR OFFICE USE ONLY**

## SECTION 19. RESIDENCE CERTIFICATION/TAX FORM

Respondent must complete the form below and include with RFQ submission.

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

(3) "Non-resident RFQ Respondent" refers to a person who is not a resident.

(4) "Resident RFQ Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.

☒ I certify that Garver, LLC [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is North Little Rock, Arkansas (city and state).

---

| | |
|---|---|
| Taxpayer Identification Number (T.I.N.): | 01-0733400 |
| Company Name submitting bid/proposal/response: | Garver, LLC |
| Mailing address: | 21 Waterway Ave., Suite 300 Office 348 The Woodlands, TX 77380 |
| If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A | |

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

| Jefferson County Tax Acct. No.* | Property address or location** |
|---|---|
| N/A | N/A |
| | |
| | |

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

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

**REQUIRED FORM**
**<u>Proposer</u>:**
**Please complete this form and include with proposal submission.**

## SECTION 20. HOUSE BILL 89 VERIFICATION FORM

Respondent must complete the form below and include with RFQ submission.

I, Mitchell McAnally, PE, the undersigned representative of (company or business name) Garver, LLC (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.

Mitchell McAnally

Signature of Company Representative

10-14-2025

Date

On this 14 day of October, 2025 personally appeared

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

Notary Seal

Jessica ReAnn Williams
My Commission Expires
1/31/2026
Notary ID
133562170

Jessica R Williams

**Notary Signature**

10.14.2025

**Date**

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

## SECTION 21. SENATE BILL 252 CERTIFICATION FORM

Respondent must complete the form below and include with RFQ submission.

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

Garver, LLC

**Company Name**

RFQ 25-046/MR

**IFB/RFP/RFQ number**

**Certification check performed by**:

_____

**Purchasing Representative**

_____

**Date**

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

## SECTION 22. NON-DISCLOSURE AGREEMENT

Respondent must complete the form below and include with RFQ submission.

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFQ and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFQ, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Non-Disclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Non-Disclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of $1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

Garver, LLC

[Printed Name of Consultant]

By: Michael McCoy

Title: Vice President

Date: 10/27/2025

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

**<u>RESPONDENT</u>: INSERT ALL ADDENDA BEHIND THIS PAGE.**
**PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**

**JEFFERSON COUNTY PURCHASING DEPARTMENT**
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

# Addendum to RFQ

**RFQ NUMBER:** RFQ 25-046/MR

**RFQ TITLE:** Airport Engineering Consulting

**RFQ DUE BY:** **11:00 am CT, Wednesday, October 29, 2025**

**ADDENDUM NO.:** 1

**ISSUED (DATE):** October 16, 2025

**To RFQ Respondent:** This Addendum is an integral part of the RFQ package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFQ Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFQ response submission.** If the RFQ response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and RFQ Opening Date and Time, as stated above.

**Reason for Issuance of this Addendum: Revised DBE Goal Requirements, Revised Evaluation Criteria & Questions**

**The information included herein is hereby incorporated into the documents of this present RFQ matter and supersedes any conflicting documents or portion thereof previously issued.**

**Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:**

**ATTEST:**

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Respondent)

Vice President

Title of Person Signing Above

Garver, LLC | Mitchell McAnally, PE,

Typed Name of Business or Individual

21 Waterway Ave., Suite 300 Office 348
The Woodlands, TX 77380

Address

**JEFFERSON COUNTY PURCHASING DEPARTMENT**
*Deborah L. Clark, Purchasing Agent*

**1149 Pearl Street** **OFFICE MAIN: (409) 835-8593**
**1st Floor, Beaumont, TX 77701** **FAX: (409) 835-8456**

1. Revised DBE goal information for this RFQ.

   **Page 28, Section 11.4 Other Requirements:**
   Notification is hereby given that a DBE contract specific goal has been established for this RFQ. The applicable goal is 0.00% per the recent Interim Final Rule as published in the Federal Register Docket No. DOT-OST-2025-0897 RIN 2105-AF33.
   **Page 44, Section 24 DBE Requirements – Certification**
   As issued Section 24 is voided and replaced with the following verbiage:
   Since the recent Interim Final Rule as published in the Federal Register Docket No. DOT-OST-2025-0897 RIN 2105-AF33 requires each Unified Certification Program (UCP) to reevaluate and recertify any currently certified DBE or ACDBE firms, this section is not currently applicable.
   **Page 45, Section 25 DBE Utilization (DBE Form 1)**
   As issued Section 25 is voided and replaced with the following verbiage:
   Since the recent Interim Final Rule as published in the Federal Register Docket No. DOT-OST-2025-0897 RIN 2105-AF33 requires each Unified Certification Program (UCP) to reevaluate and recertify any currently certified DBE or ACDBE firms, this section is not currently applicable. Firms electing to utilize previously certified DBE firms may still do so, however they are not required.
   **Page 46, Section 26 Letters of Intent (DBE Form 2)**
   As issued Section 26 is voided and replaced with the following verbiage:
   Since the recent Interim Final Rule as published in the Federal Register Docket No. DOT-OST-2025-0897 RIN 2105-AF33 requires each Unified Certification Program (UCP) to reevaluate and recertify any currently certified DBE or ACDBE firms, this section is not currently applicable.

   **Firms electing to utilize previously certified DBE firms may still do so, however they are not required.**

**2.** Revised Scoring Criteria for this RFQ.

   **Page 29, Section 11.7 Evaluation Scoring Criteria for RFQ Responses**
   The appointed Evaluation Committee will consider the following criteria in evaluating responses:
   1. 60% Experience, Background, and Qualifications of Team (Including Prime/Joint, Partners/Subs)
      a. Minimum Qualifications..... Summarize compliance with each minimum qualification
      b. Team Profile..... Provide brief description of team, qualifications and experience
      c. Proposed Key Personnel..... Organizational Chart of proposed team
      d. Resumes..... Max one-page resumes of key personnel
   2. 40% Project Approach & Management Plan
      a. Brief narrative of plan describing organization structure, resource availability, and project execution (max 5 pages)

3. Question: The U.S. Department of Transportation's Interim Final Rule, effective on October 3, 2025, on DBE and ACDBE Rules, our understanding is that federal grant recipients are instructed to set 0% DBE goals on all contracts. Please advise how this affects the RFQ Response.

   Answer: See revised DBE goal information in item #1 of this addendum

**JEFFERSON COUNTY PURCHASING DEPARTMENT**
*Deborah L. Clark, Purchasing Agent*

**1149 Pearl Street** **OFFICE MAIN: (409) 835-8593**
**1st Floor, Beaumont, TX 77701** **FAX: (409) 835-8456**

4. Question: Section 26 of the RFQ includes a "Letters of Intent" form that outlines the commitment of utilization of a DBE for a specified percentage. Does this form represent the "letter of commitment" requirement under #3 of the evaluation scoring criteria in Section 11.7? If not, is there an additional letter of commitment that needs to be included from the DBE subconsultant and/or prime firm?

   Answer: See revised DBE goal information in item #1 of this addendum.

## SECTION 23. RESPONDENT'S CERTIFICATION

Respondent must complete the form below and include with RFQ submission.

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 90 days in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Garver, LLC

Name of Business

Mitchell McAnally

By: [Signature]

Mitchell McAnally, PE, Vice President

Name & Title [Typed or Printed]

21 Waterway Ave., Suite 300 Office 348

Mailing Address

The Woodlands, TX 77380

City, State, Zip Code

713-482-4788

Telephone Number

Sworn to and subscribed before me this 14 day of October, 2025

Jessica R Williams

Notary Public

State of: Texas

My Commission Expires: 1/31/2026

Jessica ReAnn Williams
My Commission Expires
1/31/2026
Notary ID
133562170

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

→ Addendum 1 language clarified that this section is currently not applicable.

## SECTION 24. DBE REQUIREMENTS - CERTIFICATION

DBE firms must complete certification before bid submittal and be certified by one of Texas Unified Certified Program's (TUCP) certifying agencies at time of proposal submission. Respondents can find a searchable directory of Texas Certified DBE Firms on the State of Texas TUCP website:

https://txdot.txdotcms.com/FrontEnd/searchcertifieddirectory.asp?TN=txdot

- DBE vendors that are not certified in Texas must obtain DBE Interstate certification.
- DBE Prime can self-perform.
- M/WBE certificates are not accepted for DBE credit.
- DBE credit is awarded only for work actually being performed by DBEs themselves and meets the scope of work identified by the solicitation.
- Work subcontracted to Non-DBEs does not count towards the goal.
- Failure to provide the necessary DBE information, documentation, or forms fully executed as outlined below, Respondent may be considered as Non-Responsive/Failure to Meet Requirements.

The following forms are required to be submitted with response, if applicable. For DBE subconsultants providing services such as architectural and engineering services, DBE Forms 1 and 2:

- DBE Utilization (DBE Form 1)
- Letter(s) of Intent (DBE Form 2)

**Prompt Payment Provision per CFR 49 Part 26.29**

Respondent shall include in all subcontracts prompt payment provisions:

- 10 Days after prime receives payment from the County, prime must pay all applicable subcontractors.
- Include prompt return of retainage terms.

Complaints by subcontractors regarding the prompt payment requirements are subject to the procedures established by Jefferson County. If a resolution is not resolved between the Prime and the subcontractor to the subcontractor is uncomfortable contacting the Prime, the subcontractor shall contact the DBELO. In any event the County is unable to resolve the dispute, the subcontractor has the right to contact the FAA.

**DBE Information for the Successful Respondent:**

Once awarded a contract, Respondent has commitments, no longer a goal, to use the named DBEs as detailed in response. The Airport will monitor post-award compliance information regarding the use of certified DBE Firm(s) listed. The DBE commitment is determined by the total DBE utilization in relation to the total dollar value of contract as paid to the Prime.

Respondent must provide copies of new or amended subcontracts, and documentation of good faith efforts.

Airport DBE Liaison Officer:

Megan Kitchens
409-719-4900
Megan.Kitchens@JeffersonCountyTx.gov

Note: DBEs are not prohibited or conflicted from proposing as a Prime on this RFQ and as a subcontractor for other primes.

→ Addendum 1 language clarified that this section is currently not applicable.

## SECTION 25. DBE UTILIZATION (DBE FORM 1)

This form is required as part of the bid/proposal submission.

The DBE goal for Solicitation/Contract #_____ is _____%.

Note: The County will only credit DBE participation that is certified by an approved certification entity at the time of bid/proposal submission. M.WBE certificates are not accepted for DBE credit.

DBE Percentage of DBE Participation should match Percentage of Participation listed on Final Schedule of Subcontractors Form and the aggregate of % of Letter of Intent Form(s).

The undersigned bidder has satisfied the requirements of the bid/proposal specifications in the following manner (Please check the appropriate space):

___**Self-Performance**: The bidder, a certified DBE firm, is committed to meeting or exceeding the DBE goal through self-performance.

___**Self-Performance & Percentage Participation**: The bidder a certified DBE firm, is committed to meeting or exceeding the DBE goal, with a minimum of ____% DBE subcontracting participation on this contract.

___**Percentage Participation**: The bidder is committed to meeting or exceeding the DBE goal, with a minimum of ___% DBE subcontracting participation on this contract.

___The bidder is unable to meet the DBE goal of _% and is committed to a minimum of ___% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

___The bidder is unable to meet the DBE goal of _% and submits documentation demonstrating good faith efforts.

*Note: The authorized representative named below must be an individual vested with the authority to make contracting decisions on behalf of the firm.*

Legal name of Bidder's firm:_____

Bidder's Authorized Representative:

_____

Printed Name & Title of Firm's Authorized Representative

_____ _____

Signature of Bidder's Authorized Representative Date

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

→ Addendum 1 language clarified that this section is currently not applicable.

**SECTION 26. LETTERS OF INTENT (DBE FORM 2)**

The undersigned bidder is committed to utilizing the above-named DBE firm for the work described in this RFQ.

Respondent is prohibited from entering TBD 'to be determined', ranges or 'up to a certain percentage'.

The bidder understands that if it is awarded the contract, it must enter into a subcontract with the DBE firm identified above that is representative of the type and amount of work listed.

Bidder understands that upon submitting this form with it's bid, it may not substitute or terminate the DBE listed herein without following the procedures of 49 CFR Part 26 § 26.53.

The Authorized Representative (AR) named below must be an individual vested with the authority to make contracting decisions on behalf of the firm.

Name of bidder's firm:_____

Name and Title of firm's AR:_____

Phone:_____ Email:_____

Name of DBE Firm:_____

Name & Title of DBE firm's AR:_____

Address:_____

City:_____State:_____Zip: _____

Phone:_____ Email:_____

Work to be performed by DBE firm:

| Description of Work | NAICS | Dollar Amount / % * |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

*Percentage is to be used only in negotiated procurements.

The undersigned bidder is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is $____. The bidder understands that if it is awarded the contract/agreement resulting from this procurement, it must enter into a subcontract with the DBE firm identified above that is representative of the type and amount of work listed. Bidder understands that upon submitting this form with its bid, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26 § 26.53.

_____ Date:_____

Signature of Bidder's Authorized Representative

The undersigned DBE affirms that it is ready, willing, and able to perform the amount and type of work as described above and is properly certified to be counted for DBE participation therefore.

_____ Date:_____

Signature of Bidder's Authorized Representative

If bidder does not receive award of the prime contract, all representations in this Letter of Intent shall be null and void.

*Submit this page for each DBE subcontractor.*

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

**GRANT ADMINISTRATION SERVICE**

Amendment No. 1

Related to the JEFFERSON COUNTY
Texas Department of Agriculture (TDA) CDBG Agreement No. CDV25-0183

This Amendment is made on the ____th day of _____, 2026 by and between JEFFERSON COUNTY (County), and GRANTWORKS, INC, Austin Texas (Consultant) to the contract originally executed by the above named parties on 23rd day of July, 2024 (Agreement).

Description of Amendment:

III. Compensation and Method of Payment

Administration Contract Section III is amended to revise the Consultant base fee to Sixty Thousand Dollars and No Cents ($60,000). The changes detailed in this amendment adjusts Grantworks' fees to reflect the budget for Jefferson County's TDA CDBG Agreement No. CDV25-0183

| # | Milestone Description | Amount |
|---|---|---|
| 1.0 | Establish files, record keeping system, and accounting system. Complete Fair Housing, Equal Employment Opportunity, Section 504, and Civil Rights requirements and Labor Standards Officer appointment. | 30% |
| 2.0 | Prepare Environmental Review Record, Coordinate Environmental Notices | 20% |
| 3.0 | Complete Start of Construction Documents | 20% |
| 4.0 | 25% of Grant funds Requested and Administration Activities to Date *Including but not limited to review of certified payrolls, employee interviews, reporting, and review/processing of draws, etc. | 10% |
| 5.0 | 75% of Grant funds Requested and Administration Activities to Date *Including but not limited to review of certified payrolls, employee interviews, reporting, and review/processing of draws, etc. | 10% |
| 6.0 | Submit Project Completion Report and Administrative Closure | 10% |
| | **Subtotal Amount** | **$60,000.00** |
| | **Total** | **$60,000.00** |

All other terms and conditions of the Agreement between the City and Consultant will remain in full force and effect.

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

Jefferson County

1149 Pearl Street

Beaumont, Texas 77704

By: _____

Jeff Branick, County Judge

ATTEST _____

DATE 4/2/24

GrantWorks, Inc.

2201 Northland Drive

Austin, TX 78756

By: _____

Bruce J. Spitzengel, President

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

**BRANDON WILLIS**
Commissioner
Precinct #1

Jefferson County Courthouse
1149 Pearl Street
4th Floor
Beaumont, Texas 77701
(409) 835-8441

China Service Center
20205 W. Hwy 90
China, TX 77613
(409) 434-5430

**TO:** **Rebekah Patin and Fran Lee, Auditing**

**FROM:** **Lori Fountain, Pct. #1 Road and Bridge**

**DATE:** **March 13, 2026**

**RE:** **Budget Transfer – Agenda Item**

| | | | | | |
|---|---|---|---|---|---|
| Transfer from Acct. # | 111-0102-431.30-99 | Misc. Supplies | | | $ 7,467. |
| Transfer to Acct. # | 111-0109-431.60-11 | Road Machinery | | $7,467. | |

This transfer request is to cover the purchase of 2 Zero Turn Mowers from August 2025.

Thank you,

Lori

Kubota

# INVOICE

**Kubota Tractor Corporation**
1000 Kubota Drive
Grapevine, TX 76051

| INVOICE NO: | BB140-25 |
|---|---|
| DATE: | 9/11/2025 |

To: JEFFERSON COUNTY AUDITORS OFFICE
1149 PEARL STREET, 7TH FLOOR
BEAUMONT, TX 77701

**Mail Check To:**
**Kubota Tractor Corporation**
**Attn: Accounts Receivable**
**1000 Kubota Drive**
**Grapevine, TX 76051**

| P.O NUMBER | DELIVERY DATE | BRANCH LOCATION | TERMS |
|---|---|---|---|
| 096215 | 09/10/25 | Jefferson County Precinct 1 | Net 30 |

| QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|
| 1 | Z781KWITW60 | $12,633.66 | $12,633.66 |
| 1 | Dealer Assembly | $82.50 | $82.50 |
| 1 | Frieght Cost | $318.75 | $318.75 |
| 1 | PDI | $400.00 | $400.00 |
| 1 | Factory Assembly | $0.00 | $0.00 |
| 1 | Price Adjustment | $0.00 | $0.00 |
| 1 | Yr Z781KWITW60 Extended Warranty | $660.00 | $660.00 |
| 1 | | $0.00 | $0.00 |
| 1 | | $0.00 | $0.00 |
| 1 | | $0.00 | $0.00 |
| Unit Serial Number | KBGHGDC0PSGG26426 | | |
| OCL Line # (Kubota Internal Only) | 2025-4055 | | |
| Customer # (Kubota Internal Only) | 91029 | | |

| | |
|---|---|
| SUB-TOTAL | $14,094.91 |
| SALES TAX | $0.00 |
| SHIPPING & HANDLING | $0.00 |
| **TOTAL DUE** | $14,094.91 |

If you have any questions concerning this invoice, please email at NA.Support@kubota.com

By accepting delivery of the items described in this invoice, you confirm and agree that we have (and you have granted and do grant) a security interest in the items, good, inventory and equipment described in this invoice and any other goods, inventory, and equipment delivered by us to you to secure the payment of the amounts set forth in this invoice.

As a result of EPA's rule regarding Phenol, Isopropylated Phosphate (3:1) (PIP (3:1)), and pursuant to 40 CFR § 751.407 et seq, Kubota identifies some or all of the below articles (components, parts or whole goods) as containing PIP (3:1) and that said PIP (3:1) containing articles are compliant with this rule. For more information, see https://www.epa.gov/assessinnaging-chemicals-under-tsca/persistent-bioaccumulative-and-toxic-pbt-chemicals-under

**THANK YOU FOR YOUR BUSINESS!**

111-0109-431.60-11

515
055

Kubota

# INVOICE

**Kubota Tractor Corporation**
1000 Kubota Drive
Grapevine, TX 76051

| INVOICE NO: | BB139-25 |
|---|---|
| DATE: | 9/11/2025 |

To: JEFFERSON COUNTY AUDITORS OFFICE
1149 PEARL STREET, 7TH FLOOR
BEAUMONT, TX 77701

**Mail Check To:**
**Kubota Tractor Corporation**
**Attn: Accounts Receivable**
**1000 Kubota Drive**
**Grapevine, TX 76051**

| P.O NUMBER | DELIVERY DATE | BRANCH LOCATION | TERMS |
|---|---|---|---|
| 096215 | 09/10/25 | Jefferson County Precinct 1 | Net 30 |

| QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|
| 1 | Z781KWITW60 | $12,633.66 | $12,633.66 |
| 1 | Dealer Assembly | $82.50 | $82.50 |
| 1 | Frieght Cost | $318.75 | $318.75 |
| 1 | PDI | $400.00 | $400.00 |
| 1 | Factory Assembly | $0.00 | $0.00 |
| 1 | Price Adjustment | $0.00 | $0.00 |
| 1 | 1Yr Z781KWITW60 Extended Warranty | $660.00 | $660.00 |
| 1 | | $0.00 | $0.00 |
| 1 | | $0.00 | $0.00 |
| 1 | | $0.00 | $0.00 |
| Unit Serial Number | KBGHGDC0JSGH26514 | | |
| OCL Line # (Kubota Internal Only) | 2025-4054 | | |
| Customer # (Kubota Internal Only) | 91029 | | |

| | |
|---|---|
| SUB-TOTAL | $14,094.91 |
| SALES TAX | $0.00 |
| SHIPPING & HANDLING | $0.00 |
| **TOTAL DUE** | $14,094.91 |

If you have any questions concerning this invoice, please email at NA.Support@kubota.com

By accepting delivery of the items described in this invoice, you confirm and agree that we have (and you have granted and do grant) a security interest in the items, good, inventory and equipment described in this invoice and any other goods, inventory, and equipment delivered by us to you to secure the payment of the amounts set forth in this invoice.

As a result of EPA's rule regarding Phenol, Isopropylated Phosphate (3:1) (PIP (3:1)), and pursuant to 40 CFR § 751.407 et seq, Kubota identifies some or all of the below articles (components, parts or whole goods) as containing PIP (3:1) and that said PIP (3:1) containing articles are compliant with this rule. For more information, see https://www.epa.gov/assessinnaging-chemicals-under-tsca/persistent-bioaccumulative-and-toxic-pbt-chemicals-under

**THANK YOU FOR YOUR BUSINESS!**

# JEFFERSON COUNTY PURCHASING DEPARTMENT

## INVENTORY CONTROL FORM
## NEW INVENTORY RECEIVED

Date: 9/11/2025

Department: Precinct #1, Road & Bridge

Contact Person: Lori Fountain

Phone: 409-434-5430

Fax:

Extension No.: 5430

| Description of Property | PO # | Invoice # | Asset Value | Serial Number | Asset # |
|---|---|---|---|---|---|
| Kubota-Zero Turn Mower Z3366 | 096215 | | 14094.91 | 26426 | A-44 |
| Kubota-Zero Turn Mower Z3366 | 096215 | | 14094.91 | 26514 | A-45 |
| | | | | | |
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| | | | | | |
| | | | | | |

Sent interoffice mail 9/11/25

03-26-07

# PURCHASE ORDER
# JEFFERSON COUNTY

P.O.: 096215
DATE: 08/28/25
PAGE: 1

**SEND INVOICE TO:**
JEFFERSON COUNTY AUDITORS OFFICE
1149 PEARL STREET, 7TH FLOOR
BEAUMONT, TEXAS 77701

VENDOR ADDRESS:

KUBOTA TRACTOR CORPORATION
ATTN: ACCTS RECEIVABLE
1000 KUBOTA DRIVE
GRAPEVINE, TX 76051

SHIP FOB DESTINATION TO:

JEFFERSON COUNTY, TEXAS
ROAD & BRIDGE PRECINCT 1
CHINA SERVICE CENTER
20205 WEST HWY 90
CHINA, TX 77613

VENDOR NO: 206825
CONTRACT NUMBER:
BUYER: MYKAILYN HARBISON
ACCOUNT NO: 111-0109-431.60-11
REQUISITION NO: 99909
REQUISITIONED BY: LFOUNTAIN

| ITEM NO. | QUANTITY | UOM | DESCRIPTION | UNIT COST | EXTENDED COST |
|---|---|---|---|---|---|
| 1 | 2.00 | EA | KUBOTA Z700 ZERO TURN MOWERS<br>Z781KWITW-60 BASE PRICE, (1)<br>TUFF TOP CANOPY<br>Z3366-TUFF TOP CANOPY,<br>BUYBOARD DISCOUNT,<br>1YRZ781KWITW-60 EXTENDED<br>WARRANTY, DEALER<br>ASSEMBLY, FRIEGHT COST, PDI | 14094.91 | 28189.82 |
| | | | | SUB-TOTAL | 28189.82 |
| | | | | TOTAL | 28189.82 |

REMARKS:
QUOTE# 2904475
CONTRACT #'S: GM - #706-23 & CE - #685-22
REPLACES PO# ~~096215~~ TO CHANGE THE VENDOR
APPROVED IN COMMISSIONERS COURT 08/26/2025
096304

FAXED: DATE 8/28/25 BY MH

**Instructions to the Vendor:**
1. PO# must appear on all invoices, packing slips and correspondence.
2. Send original and one copy of invoice to address above.

STATE TAX EXEMPT NUMBER: A246707
FEDERAL TAX EXEMPT NUMBER: 74-6000-291

This Purchase Order is issued subject to the Terms and Conditions as set on the original Order copy.
DEBORAH L. CLARK
PURCHASING AGENT, BY:
Deborah Clark
AUTHORIZED SIGNATURE

BuyBoard Purchasing Cooperative

Contract Numbers
GM - #705-23
GE - #605-22

Z781KWITW-60 WEB QUOTE #2804475
Date: 9/20/2025 9:34:21 AM

-- Customer Information --
Jantzen, Jody
Jefferson County Precinct 1
Jody.Jantzen@jeffcotx.us
4099838443

Quote Provided By
Beaumont Tractor Company, Inc.
Kyle Lee
4430 College St.
Beaumont, TX 77707
email: kyle@beaumonttractor.com
phone: 4099838360

-- Standard Features --

Kubota

2700 Series Z781KWITW-60

UNIT UNAVAILABLE FOR SALE IN STATE OF CALIFORNIA

*** EQUIPMENT IN STANDARD MACHINE ***

GASOLINE ENGINE
Air-cooled V-Twin Vertical Shaft
Kawasaki FX850V-EFI
Kubota Model DH600V-F
26.5* hp @ 3,600 RPM
Displacement 852 cc

TRANSMISSION
Parker Torqmat HTG14
Integrated 14cc pump and wheel motor
Internal Parking Brake
Forward Speeds 0 - 14.3 mph
Reverse Speeds 0 - 5.8 mph

STEERING / MOTION CONTROL
(2) Hand Levers
Hydraulically Damped - 6 Position Adjustable

FLUID CAPACITY
Fuel Tank 11.6 gal
Oil 2.2 qts
Transaxle 3.5 qts
Gross Weight (Dry) 1286 lbs

OPERATING FEATURES
Kawasaki (EFI) with E-Governed advanced ECU
Dial-Throttle Control with PTO Engine Rate
New Style Adjustable High Back Suspension Seat
Zero Turn Radius
Foot Activated Parking Brake
Quick Dial Height Deck Height Adjustment
Mower Deck Transport Lock (DVQP) Lever
Adjustable Lower and Mower Deck Lift Pedal
Cup Holder & Storage Compartments
Equalizer 6.5" Wide Flat Free Front Caster Tires
12V Power Outlet
W/Wash

*Manufacturer's estimate.

TIRES AND WHEELS
Front Castered 13 x 6.5 - 6 (Flat free)
Rear 24 x 9.5 - 14 Turf - Low Profile

DIMENSIONS
Height 70.1"
Length 93.9"
Width w/o deck 64.7"
Wheelbase 61"

SAFETY EQUIPMENT
Water and Dust Proof Safety Switches
Seat Safety Switch
Control Lever Safety Switch
Parking Brake Safety Switch
Foldable ROPS

LCD Engine Meter
Unit Status - Fuel Level, Hours, Oil Temp, and RPM
Safety Switch Status - Seat, Steering, Brake, and PTO
Engine Warning Lights - Oil Press&Temp, Battery, and GK Eng.
Unit Performance - Fuel Consumption and Engine Load

PTO SYSTEM
Belt Driven
Electric Clutch

MOWER DECK
60"Cutting Width - 3 Blades
Deck Step Indicator
4" Deep Design
1-5" Cut Height; Adjustable 1/4" Increments
15,000 fpm Blade Tip Speed
Maintenance Free Sealed Spindles
Fabricated 7 Gauge Steel Heat-Treated Spindle Shafts
3 Adjustable Anti-Scalp Wheels

| | |
|---|---|
| Z781KWITW-60 Base Price: | $15,699.00 |
| (1) TUFF TOP CANOPY | $299.00 |
| Configured Price: | $15,197.00 |
| BUY BOARD Discount: | ($3,693.34) |
| SUBTOTAL: | $15,833.66 |
| 1Yr Z781KWITW-60 Extended Warranty | $600.00 |
| Dealer Assembly: | $92.50 |
| Freight Cost: | $319.75 |
| PDI: | $460.00 |
| Total Unit Price: | $14,004.81 |
| Quantity Ordered: | 2 |
| Final Sales Price: | $28,139.62 |

Purchase Order Must Reflect the Final Sales Price

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

Kubota Tractor Corporation
Attn: National Accounts
1000 Kubota Drive
Grapevine, TX 76051
or Email NAASupport@kubota.com
or Call 817-756-1171 or Fax 844-532-1161

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

©2015 Kubota Tractor Corporation, All rights reserved.

BuyBoard Cooperative Purchasing

Contract Numbers:
GM - #706-23
CE - #685-22

Z781KWITW-60 WEB QUOTE #2904475
Date: 8/20/2025 9:34:21 AM

-- Customer Information --
Jannise, Jody
Jefferson County Precinct 1
jody.jannise@jeffcotx.us
4098358443

Quote Provided By
Beaumont Tractor Company, Inc.
Kyle Lee
4430 College St.
Beaumont , TX 77707
email: kyle@beaumonttractor.com
phone: 4098663360

-- Standard Features --

Kubota

Z700 Series Z781KWITW-60

UNIT UNAVAILABLE FOR SALE IN STATE OF CALIFORNIA

*** EQUIPMENT IN STANDARD MACHINE ***

GASOLINE ENGINE
Air-cooled V-Twin Vertical Shaft
Kawasaki FX850V-EFI
Kubota Model GH860V-F
29.5* hp @ 3,600 RPM
Displacement 852 cc

TRANSMISSION
Parker Torqpact HTG14
Integrated 14cc pump and wheel motor
Internal Parking Brake
Forward Speeds 0 - 11.2 mph
Reverse Speeds 0 - 6.6 mph

STEERING / MOTION CONTROL
(2) Hand Levers
Hydraulically Damped - 3 Position Adjustable

FLUID CAPACITY
Fuel Tank 11.6 gal
Oil 2.2 qts
Transaxle 3.5 qts
Gross Weight (Kaw) 1285 lbs

OPERATING FEATURES
Kawasaki EFI with E-Gov and advanced ECU
Dial Throttle Control with PTO Engage Zone
New Style Adjustable High Back Suspension Seat
Zero Turn Radius
Foot Activated Parking Brake
Quick Dial Height Deck Height Adjustment
Mower Deck Transport Lock (On/Off) Lever
Adjustable Levers and Mower Deck Lift Pedal
Cup Holder & Storage Compartments
Smooth 6.5" Wide Flat Free Front Caster Tires
12V Power Outlet
W/Wheels

* Manufacturer's estimate.

TIRES AND WHEELS
Front Casters 13 x 6.5 - 6 (Flat free)
Rear 24 x 9.5 - 14 Turf - Low Profile

DIMENSIONS
Height 70.1"
Length 83.9"
Width w/o deck 54.7"
Wheelbase 51"

SAFETY EQUIPMENT
Water and Dust Proof Safety Switches
Seat Safety Switch
Control Lever Safety Switch
Parking Brake Safety Switch
Foldable ROPS

LCD Engine Meter
Unit Status - Fuel Level, Hours, Oil Temp, and RPM
Safety Switch Status - Seat, Steering, Brake, and PTO
Engine Warning Lights - Oil Press&Temp, Battery, and CK Eng
Unit Performance - Fuel Consumption and Engine Load

PTO SYSTEM
Belt Driven
Electric clutch

MOWER DECK
60"Cutting Width - 3 Blades
Deck Step Indicator
6" Deep Design
1-5" Cut Height, Adjustable 1/4" Increments
18,600 fpm Blade Tip Speed
Maintenance-Free Sealed Spindles
Fabricated 8 Gauge Steel
Flexible Discharge Cover
3 Adjustable Anti-Scalp Wheels

-- Custom Options --

| | |
|---|---|
| Z781KWITW-60 Base Price: | $15,899.00 |
| (1) TUFF TOP CANOPY<br>Z3366-TUFF TOP CANOPY | $298.00 |
| Configured Price: | $16,197.00 |
| BUY BOARD Discount: | ($3,563.34) |
| SUBTOTAL: | $12,633.66 |
| 1Yr Z781KWITW-60 Extended Warranty | $660.00 |
| Dealer Assembly: | $82.50 |
| Freight Cost: | $318.75 |
| PDI: | $400.00 |
| Total Unit Price: | $14,094.91 |
| Quantity Ordered: | 2 |
| Final Sales Price: | $28,189.82 |

**Purchase Order Must Reflect the Final Sales Price**

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

**Kubota Tractor Corporation**
**Attn: National Accounts**
**1000 Kubota Drive**
**Grapevine, TX 76051**
**or email NA.Support@kubota.com**
**or call 817-756-1171 or fax 844-582-1561**

515
055

111-0109-431.60-11

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

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198.143.57.20

PCT.3

# Memo

April 10, 2026

**To:** Fran Lee ( Auditing)

**From:** Abriana Sampy ( Maintenance Secretary)

**cc:** Kenneth Shepherd ( Superintendent)

**Date:** April 10, 2026

**Re:** Transfer

I would like to transfer $1,000 from 120-6084-416.40-09 Buildings and grounds to 120-6084-416.30-84 Minor Equipment for the purchase of an air compressor.

# MEMO

TO: Ms. Rebekah Patin, Auditing

FROM: Commissioner Everette Alfred

DATE: April 14, 2026

RE: **Transfer Funds – Out of Series**

Please make the following transfer as indicated. Thank you.

- Transfer **$15,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431. 40-18 (Road Machinery) for additional cost of equipment repairs.

Thank you.

EA/nr

**JEFFERSON COUNTY, TEXAS**

**2026 Cash Defeasance of $4,905,000 of the County's Tax & Revenue Certificates of Obligation, Series 2019**

**Closing Date: April 9, 2026**


| | Document No. |
|---|---|
| Order Authorizing Defeasance | 1 |
| Instruction Letter to the Paying Agent/Escrow Agent | 2 |
| Escrow Agreement | 3 |
| Defeasance Verification Report | 4 |
| Incumbency Certificate of Issuer | 5 |
| Closing Memorandum | 6 |
| SLGs Subscription Forms | 7 |
| Confirming Emails Regarding Funding and SLGs Purchase | 8 |
| Order Authorizing Defeased Certificates of Obligation | 9 |
| MSRB-EMMA Defeasance Notice | 10 |
| Form of Redemption Notice | 11 |

**ORDER AUTHORIZING THE DEFEASANCE AND OPTIONAL REDEMPTION OF CERTAIN OUTSTANDING CERTIFICATES OF OBLIGATION AND CONTAINING OTHER MATTERS RELATED THERETO**

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

WHEREAS, Jefferson County, Texas (the "Issuer" or the "County") has heretofore issued certain outstanding certificates of obligation that are described in **Exhibit "A"** attached hereto (hereinafter referred to as the "Outstanding Certificates"); and

WHEREAS, BOKF, N.A. (herein referred to as the "Paying Agent") serves as Paying Agent for the Outstanding Certificates; and

WHEREAS, the Commissioners Court of Jefferson County, Texas (the "Commissioners Court") desires to authorize and approve the defeasance plan herein described to authorize the defeasance and optional redemption of certain series and maturities of the County's Outstanding Certificates to provide a savings in interests costs to the County and to help the County maintain a stable tax rate (the "Defeasance Plan"), and in connection therewith to further authorize the execution of an escrow agreement and the purchase of certain escrowed securities as part of the Defeasance Plan, all as hereinafter set forth; and

WHEREAS, in accordance with the terms of the order authorizing the issuance of the Outstanding Certificates, and pursuant to applicable provisions of Texas law, including but not limited to, Sections 1207.033, 1207.061 and 1207.062 of the Texas Government Code, the County desires to call for redemption and defease certain maturities or portions thereof of the Outstanding Certificates by depositing directly with the Paying Agent for the Outstanding Certificates to be defeased an amount of money sufficient to provide for the payment thereof; and

WHEREAS, the County has or will have funds available on hand in its Debt Service Fund to make the deposit referenced above to fully discharge and defease the Outstanding Certificates herein ordered to be defeased; and

WHEREAS, the County also desires to authorize the execution of an escrow agreement or similar agreement in order to provide for the deposit referenced above to pay and redeem the Defeased Certificates (as herein defined); and

WHEREAS, upon making the deposit with the Paying Agent to pay the Outstanding Certificates hereafter ordered to be defeased in full, those Outstanding Certificates shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such due provisions made for the payment thereof, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the Order authorizing the issuance of those Outstanding Certificates herein ordered to be defeased shall be discharged, terminated and defeased; and

WHEREAS, the County desires to designate each of the County Judge and County Auditor of the County as Authorized Officers of the County to carry out the defeasance of the Outstanding Certificates as hereinafter set forth;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS:

1. CONSIDERATION AND EFFECT OF PREAMBLE AND FINDINGS. The matters and facts contained in the preamble to this Order are hereby found to be true and correct, and it is hereby found and determined that defeasance of the Outstanding Certificates to be defeased in the manner described herein will benefit the County.

2. Defeasance of the Certificates. The Commissioners Court of the County hereby irrevocably authorizes and orders that the following Outstanding Certificates be redeemed and defeased in accordance with the following procedures and plan (herein the "Defeasance Plan"):

(1) The Commissioners Court hereby approves and orders that an aggregate principal amount of up to **$5,100,000** in Outstanding Certificates shall be defeased (the "Defeased Certificates"), with the final aggregate amount and particularly maturities and amounts of the Defeased Certificates to be finally determined, specified, approved and designated by the County's County Judge or County Auditor of the County (the "Authorized Officers"), and each of such Authorized Officers shall be and hereby is authorized to make the final determination of which of the Outstanding Certificates and the maturities and portions thereof shall be defeased, each of whom is hereby authorized to make such determination on behalf of the County, provided that the aggregate amount of Outstanding Certificates to be defeased shall not exceed **$5,100,000** unless further approved and authorized by the Commissioners Court.

(2) The Defeased Certificates shall be called for redemption on the date or dates specified and determined by any of the Authorized Officers (the "Redemption Date") pursuant to a written notice of redemption in such form as approved by any Authorized Officer.

(3) The cash sum equal to an amount necessary to pay the principal amount of the Defeased Certificates, plus all accrued interest due and payable on the Defeased Certificates through the Redemption Date, plus the costs of issuance, shall be transferred out of the County's Interest and Sinking Fund and deposited with the Paying Agent pursuant to Section 1207.061 of the Texas Government Code, and further, in connection therewith, pursuant to the terms and provisions of Section 1207.072 of the Texas Government

Code, the County shall enter into an Escrow Agreement with the Paying Agent substantially in the form attached hereto as **Exhibit "B"**, the terms and provisions of which Escrow Agreement are hereby authorized and approved, subject to such insertions, additions and modifications approved by any Authorized Officer and as shall be necessary (a) to carry out the Defeasance Plan designed for the County by the County's Financial Advisor, **U.S. Capital Advisors, LLC** and which shall be certified as to mathematical accuracy by either the County's Financial Advisor or an independent accounting firm in a written verification report (the "Report"), as determined, approved and designated by any Authorized Officer (b) to maximize the County's present value savings and/or to minimize the County's costs of the defeasance, (c) to comply with all applicable laws and regulations relating to the defeasance of the Defeased Certificates and (d) to carry out the other intents and purposes of this Order, and the County Judge, County Auditor or any other officer of the County is hereby authorized to execute and deliver such Escrow Agreement on behalf of the County in multiple counterparts and the County Clerk is hereby authorized to attest thereto and affix the County's seal.

(4) In accordance with the provisions of Section 1207.062 of the Texas Government Code, the deposit of the funds into escrow with the Paying Agent shall only be invested in the following: (1) cash or direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States, (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by an agency or instrumentality and that, on the date of this Order, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (3) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, as of the date of this Order, are rated as to investment quality by a nationally recognized investment rating agency firm not less than AAA or its equivalent (herein referred to as the "Escrowed Securities"). Furthermore, the deposit of the funds with the Paying Agent shall only be invested in Escrowed Securities that mature and bear interest payable at times and in amounts sufficient to provide for the scheduled payment of the Defeased Certificates. Any of the Authorized Officers are hereby authorized to approve and authorize the County to subscribe for, agree to purchase, and purchase the Escrowed Securities, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to

effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

(5) The engagement of the County's Financial Advisor, U.S. Capital Advisors, LLC, and of Co-Bond counsel, Creighton, Fox, Johnson & Mills, PLLC, and Germer, PLLC, and of the verification agent, and of the Escrow Agent, to assist and serve the County in carrying out the Defeasance Plan is hereby approved, ratified and authorized, and the payment of the reasonable fees and costs of such providers is hereby approved and authorized.

4. Paying Agent Instructions. To provide for the discharge and defeasance of the Defeased Certificates and all liens securing same, the Commissioners Court hereby approves and authorizes any of the Authorized Officers to prepare and send written instructions to the Paying Agent and an incumbency certificate (the "Paying Agent Instructions"), in such form and content as approved by any such Authorized Officer or any other officer or official representative of the County, as any of them may determine to be necessary or appropriate. Each Authorized Officer is authorized to work with the Paying Agent and Bond Counsel to determine and to prepare and approve the form of redemption notice to be published in connection with the redemption of the Defeased Certificates.

5. Further Action. Each of the County Judge, the County Auditor, or any other officer or official representative of the County, acting alone and without the necessity of the joinder of any other authorized County official, is hereby authorized and directed to take all action as may be necessary or appropriate to effectuate this Order and the defeasance of the Outstanding Certificates to be defeased pursuant to this Order, including but not limited to, designating and determining the principal amount of and maturities of Outstanding Certificates to be defeased, determining and setting the final Redemption Date, making all arrangements necessary or appropriate with each of the Paying Agent for the defeasance of the Defeased Certificates; making such deposits with the Paying Agent as may be necessary for the defeasance of the Defeased Certificates, approving the final terms of and execution of the Escrow Agreement, authorizing the investment of the funds held in the Escrow Agreement in accordance with the terms of this Order, approving and authorizing the payment of the costs incurred in connection with the defeasance of the Defeased Certificates, including the costs of the County's financial advisor, Bond Counsel, the verification agent, and the fees and expenses of the Paying Agent and the Escrow Agent and all related costs of issuance, and taking all other actions that are reasonably necessary or appropriate to provide for the defeasance and redemption of the Defeased Certificates. In addition, each of the County Judge, County Auditor, or Bond Counsel to the County, are each hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the documents authorized and approved by this Order: (i) in order to cure any technical ambiguity, formal defect, or omission in the Order or such other document if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Order, which determination shall be final. In the event that any officer of the County whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless

shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

6. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Texas Government Code Annotated, Vernon's 1994, as amended.

7. Severability. If any Section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

9. Repealer. All orders, resolutions, and ordinances, and parts thereof inconsistent herewith are hereby repealed to the extent of such inconsistency.

*[Signature page follows this page.]*

PASSED AND APPROVED this 12 of August, 2025.

County Judge
Jefferson County, Texas

ATTEST:

County Clerk
Jefferson County, Texas

JEFFERSON COUNTY CLERK, Jefferson County
HAYLEE FOURNIER, OFFICE ADMINSTRATOR

SEAL

Exhibit "A" Outstanding Certificates

Exhibit "B" Escrow Agreement

**EXHIBIT "A"**

**Schedule of Outstanding Certificates That May Be Defeased**

**Any and all outstanding Jefferson County, Texas Tax and Revenue Certificates of Obligation, Series 2019**

**EXHBIT "B"**
**Form of Escrow Agreement**

See attached form.

THIS ESCROW AGREEMENT (the "Escrow Agreement") dated as of _____, 2026 (the "Escrow Funding Date"), is made and entered into by and between Jefferson County, Texas, an political subdivision of the State of Texas organized and existing under the Constitution and laws of the State of Texas (the "County"), and **BOKF, N.A.**, a national banking association having a corporate trust office in Dallas, Texas, as escrow agent (together with any successor or assign in such capacity, the "Escrow Agent").

WHEREAS, the County has heretofore issued and there remains outstanding the County's Combination Tax and Revenue Certificates of Obligation, Series 2019 (the "Outstanding Obligations"), and the County desires to provide for the defeasance prior to maturity of a portion of certain maturities of the Outstanding Obligations in the aggregate principal amount of **$_____**, as more particularly described in the Schedule of Defeased Certificates attached hereto as **Exhibit "A"** (the "Defeased Certificates"); and

WHEREAS, *Chapter 1207, Texas Government Code, as amended*, authorizes and empowers the County to deposit funds with the Paying Agent for the Defeased Certificates an amount which is sufficient to provide for the payment or redemption of the principal of and interest on the Defeased Certificates; and

WHEREAS, the Commissioners Court of the County has adopted an order authorizing the defeasance of the Defeased Certificates and authorizing, among other things, of providing the funds necessary to pay and defease the Defeased Certificates, thereby providing a net present value savings in debt service; and

WHEREAS, the County has provided pursuant to this Escrow Agreement for the application of funds of the County to provide for the payment of the Defeased Certificates; and

WHEREAS, the Commissioners Court of the County has further determined to effectuate the defeasance of the Defeased Certificates pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of the funds deposited hereunder with the Escrow Agent, so as to provide firm banking and financial arrangements for the discharge and final payment or redemption of the Defeased Certificates;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the full and timely payment of the principal of and the interest on the Defeased Certificates, the County and the Escrow Agent contract and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

1.01 Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

"County" shall mean **JEFFERSON COUNTY, TEXAS**, and any successor to its duties and functions.

"Escrow Agent" shall mean **BOKF, N.A.**, in its capacity as escrow agent hereunder, and any successor or assign in such capacity.

"Escrow Agreement" shall mean this escrow agreement by and between the County and the Escrow Agent, as it may be amended or supplemented from time to time.

"Escrow Fund" shall mean the fund created in Section 3.01 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

"Escrow Funding Date" shall mean the date on which the County deposits with the Escrow Agent the cash and Escrowed Securities described in Section 2.01.

"Escrowed Securities" shall mean the Restricted Acquired Obligations or other eligible securities purchased with the funds deposited into the Escrow Fund, all as more fully described in the Report.

"Paying Agent for the Defeased Certificates" shall mean **BOKF, N.A.**, and any successors thereto.

"Defeased Certificate Order" shall mean the County's order authorizing the issuance, sale and delivery of the Defeased Certificates.

"Defeased Certificates" shall mean a portion of certain maturities of the Outstanding Obligations, in the aggregate principal amount of $_____, as more particularly identified and described in **Exhibit "A"** attached hereto and incorporated herein by reference.

"Defeasance Order" shall mean the County's Order adopted August ____, 2025, authorizing the defesance of the Defeased Certificates.

"Report" shall mean the verification report prepared by _____, relating to the

defeasance of the Defeased Certificates, a copy of which is attached hereto as **Exhibit "C"**.

"Restricted Acquired Obligations" shall mean the United States Treasury Securities - State and Local Government Series ("SLGS"), all as more fully described in the Report.

1.02 Interpretations. The titles and headings of the articles and sections of this Escrow Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Defeased Certificates in accordance with applicable law.

## ARTICLE II

## DEPOSIT OF FUNDS AND ESCROWED SECURITIES

2.01 Deposits with Escrow Agent; Acquisition of Escrowed Securities. On or before the Escrow Funding Date~~date of delivery of the Refunding Certificates~~, the County will deposit, or cause to be deposited, with the Escrow Agent the following:

(a) Escrowed Securities described in the Report in the principal amount of $_____ purchased at a purchase price of $_____, with a portion of the proceeds of the funds deposited with the Escrow Agent; and

(b) A beginning cash balance of $_____.

## ARTICLE III

## CREATION AND OPERATION OF ESCROW FUND

3.01 Escrow Fund. On the Escrow Funding Date, the Escrow Agent will create on its books a special fund and irrevocable escrow to be known as "**Jefferson County, Texas 2025 Defeasance Escrow Fund**", into which will be deposited the cash and Escrowed Securities described in Section 2.01. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund shall be the property of the Escrow Fund, and shall be applied only in strict conformity with the terms and conditions hereof. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of and interest on the Defeased Certificates, which payment shall be made by timely transfers to the Paying Agent for the Defeased Certificates of such amounts at such times as are provided in Section 3.02 hereof. When the final transfers have been made to the Paying Agent for the Defeased Certificates for the payment of such principal of and interest on the Defeased Certificates, any balance then remaining in the Escrow Fund shall be transferred to the County, and the Escrow Agent shall thereupon be discharged from

any further duties hereunder.

3.02 Payment of Principal of and Interest on Defeased Certificates.

(a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Defeased Certificates from the cash balance from time to time on deposit in the Escrow Fund the amounts required to pay the principal of and interest on the Defeased Certificates as the same become due and payable, all as provided in the Report.

(b) Money transferred to and held by the Paying Agent for the Defeased Certificates in accordance with the provisions hereof shall be held by the Paying Agent for the Defeased Certificates as a segregated account for the respective holders of the Defeased Certificates in connection with which such money is held; provided, however, subject to the provisions of Title 6 of the Texas Property Code regarding Unclaimed Property, that money so held remaining unclaimed by the owners of such Defeased Certificates for three (3) years after the dates on which payment thereon was due, payable and available for payment shall be paid to the County (without liability for interest) to be used for any lawful purpose. Thereafter, neither the County, the Escrow Agent, the Paying Agent for the Defeased Certificates nor any other person shall be liable or responsible to any holders of such Defeased Certificates for any further payment of such unclaimed money or on account of any such Defeased Certificates.

(c) Except as provided in Article IV hereof, the County hereby covenants and agrees that it will not exercise any right that it may have to redeem any of the Defeased Certificates prior to their scheduled maturities.

(d) If the Escrow Agent learns that the Department of the Treasury or the Bureau of Fiscal Service will not, for any reason, accept a subscription of SLGS that is to be submitted pursuant to this Agreement, the Escrow Agent shall promptly request alternative written investment instructions from the County with respect to funds which were to be invested in SLGS. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent shall hold such funds uninvested and without liability for interest until receipt of further written instructions from the County. In the absence of investment instructions from the County, the Escrow Agent shall not be responsible for the investment of such funds or interest thereon. The Escrow Agent may conclusively rely upon the County's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

3.03 Sufficiency of Escrow Fund. The County represents (based solely upon the Report) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Defeased Certificates at the times and in the amounts required to pay the interest on the Defeased Certificates as such interest comes due and

to pay the principal of the Defeased Certificates as the Defeased Certificates mature or are redeemed. If any deficiency results from any error in the calculation of the report, the County shall transfer to the Escrow Agent for deposit to the Escrow Fund to be held pursuant to this Escrow Agreement an additional amount of cash or securities sufficient to provide for such deficiency which transfer shall be made from lawfully available funds.

3.04 Escrow Fund. The Escrow Agent at all times shall hold the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrow Agent agrees that any uninvested funds in the Escrow Fund shall be secured by collateral to the extent they are not insured by the FDIC. The Escrowed Securities and other assets of the Escrow Fund always shall be maintained by the Escrow Agent for the benefit of the holders of the Defeased Certificates; and a special account therefor evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The holders of the Defeased Certificates shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof and all other assets of the Escrow Fund as are enjoyed by other beneficiaries of similar accounts. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the County, and the Escrow Agent shall have no right or title with respect thereto except as escrow agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the County.

## ARTICLE IV

## REDEMPTION OF CERTAIN DEFEASED CERTIFICATES PRIOR TO MATURITY

4.01 Optional Redemption of Certain Defeased Certificates. The County has irrevocably exercised its option to call for redemption prior to maturity the Defeased Certificates as set forth below. Such optional redemption shall be carried out in accordance with the Defeased Certificates Order. The Escrow Agent is hereby authorized to provide funds therefor as set forth in Section 3.02(a) hereof.

| Certificates To Be Redeemed | Redemption Date |
|---|---|
| Jefferson County, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019, being a portion Of Maturities _____ | _____ |

## ARTICLE V

## LIMITATION ON INVESTMENTS

5.01 General. Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder; or to make substitutions of the Escrowed Securities; or to sell, transfer or otherwise dispose of the Escrowed Securities, except for the purchase of the Escrowed Securities as described in the Report. The Escrow Agent shall not be responsible for losses made on investments made by it in accordance with the investment directions given to it hereunder.

5.02 Substitution of Securities. At the written request of the County, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Defeased Certificates or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America and which do not permit the redemption thereof at the option of the obligor. Any such transaction may be effected by the Escrow Agent only if (1) the Escrow Agent shall have received a new verification report together with a written opinion from a nationally recognized firm of certified public accountants acceptable to the County and the Escrow Agent that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal and interest on the remaining Defeased Certificates as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized Certificate counsel or tax counsel acceptable to the County and the Escrow Agent to the effect that such transaction will not cause any of the Refunding Certificates to be an "arbitrage Certificate" within the meaning of the Code, and that such transaction will not result in a violation of the laws of the State of Texas.

## ARTICLE VI

## RECORDS AND REPORTS

6.01 Records. The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the County and the holders of the Defeased Certificates.

6.02 Reports. For the period beginning on the Escrow Funding Date and ending on

**December 31, 2026**, and for each twelve (12) month period thereafter while this Agreement remains in effect, the Escrow Agent shall prepare and send to the County, at the County's request, within thirty (30) days following the end of such period a written report summarizing all transactions relating to the Escrow Fund during such period, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund to the Paying Agent for the Defeased Certificates or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

6.03 Notification. The Escrow Agent shall notify the County immediately if at any time during the term of this Escrow Agreement it determines that there is insufficient cash and Escrowed Securities in the Escrow Fund to provide for the transfer to the Paying Agent for the Defeased Certificates for timely payment of all interest on and principal of the Defeased Certificates.

## ARTICLE VII

## CONCERNING THE ESCROW AGENT

7.01 Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

7.02 Limitation on Liability. The Escrow Agent shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Escrow Agreement, and no implied covenants or obligations shall be read into this Escrow Agreement. Nothing herein contained shall relieve the Escrow Agent from liability for its own negligent action, negligent failure to act or willful misconduct, except that this sentence shall not be construed to limit the effect of the immediately preceding sentence. The Escrow Agent shall not incur any liability for any error of judgment made in good faith by a responsible officer thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts. The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, Certificate or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

The Escrow Agent is not a principal, participant or beneficiary of the underlying transaction to which this Escrow Agreement relates.

The liability of the Escrow Agent to transfer funds to the Paying Agent for the Defeased Certificates for the payments of the principal of and interest on the Defeased Certificates shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on

deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligor of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the County promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Refunding Certificates shall be taken as the statements of the County and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement.

The Escrow Agent makes no representation as to the value, condition or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the County thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters.

It is the intention of the County and the Escrow Agent that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the County with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Escrow Agreement. In determining the occurrence of any such event or contingency the Escrow Agent may request from the County or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with the County, among others, at any time.

In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness and accuracy of the statements, certificates, opinions, resolutions and other documents conforming to the requirements of this Escrow Agreement, and shall not be obligated to make any independent investigation with respect thereto.

To the full extent permitted by law, the County agrees to indemnify, defend and hold the Escrow Agent harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorneys' fees and expenses of defending itself against any claim or liability in connection with its performance hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability or expense resulting from its own negligence or willful misconduct. The Escrow Agent's right to indemnification shall survive its resignation or removal and the termination of this Agreement.

The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document between the other parties hereto, in connection herewith. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Escrow Agreement or any other agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THIS ESCROW AGREEMENT, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

The Escrow Agent shall have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Escrow Agent either in accordance with the advice of such counsel or in accordance with any opinion of counsel to the Issuer addressed and delivered to the Escrow Agent.

The Escrow Agent have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees.

The Escrow Agent shall have the right to accept and act upon instructions, including

funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder); provided, however, that the County shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the County whenever a person is to be added or deleted from the listing. If the County elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The County understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The County shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the County and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the County. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The County agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the County; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

7.03 Compensation.

(a) On the Escrow Funding Date, the County will pay the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Escrow Agreement, the sum of $_____, in cash and in accordance with the fee schedule attached hereto as **Exhibit "B"**. This sum does not include the cost of publication, printing costs or reasonable out-of-pocket expenses of the Escrow Agent. If the Escrow Agent incurs any out-of-pocket expenses or is requested to perform any extraordinary services hereunder, the County hereby agrees to reimburse the Escrow Agent for such out-of-pocket expenses and to pay reasonable fees to the Escrow Agent for such extraordinary services and to

reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services. It is expressly provided that the Escrow Agent shall look only to the County for the reimbursement of such out-of-pocket expenses and for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular, additional or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) **BOKF, N.A.**, serves as Paying Agent for the Defeased Certificates. By execution of the Consent to Escrow Agreement attached hereto, **BOKF, N.A.** agrees to continue to serve as Paying Agent for the life of the Defeased Certificates, and it will serve as Paying Agent for the Defeased Certificates for the compensation provided under the fee schedule currently in effect and it will look to the County directly for payment of its fees; and, in the event of nonpayment of such fees, the sole remedy of the Paying Agent shall be an action against the County for recovery of the fees owing under the paying agency agreement for which it serves.

7.04 Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should cease to be the Escrow Agent hereunder, a vacancy shall forthwith exist hereunder in the office of the Escrow Agent. Any successor Escrow Agent appointed by the County shall succeed, without further act, to all the rights, immunities, powers and trusts of the predecessor Escrow Agent hereunder. Any successor Escrow Agent must be qualified under the laws of the State of Texas to serve as an escrow agent and must be authorized to exercise corporate trust powers. No resignation or removal of the Escrow Agent and no early termination of this Agreement shall occur until a successor Escrow Agent has been appointed who is qualified to serve as Escrow Agent hereunder and who has accepted such appointment. Upon the request of any such successor Escrow Agent, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such immunities, rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee hereunder equal to the portion of such fee attributable to duties to be performed after the date of succession.

The Escrow Agent may resign at any time by giving written notice thereof to the County. If an instrument of acceptance by a successor Escrow Agent shall not have been delivered to the Escrow Agent within 60 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent.

## ARTICLE VIII

## MISCELLANEOUS

8.01 Notices. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by

registered or certified mail, postage prepaid addressed as follows:

To the Escrow Agent:

BOKF, N.A.

_____

_____

To the County:

Jefferson County, Texas
1149 Pearl, 4th Floor
Beaumont, TX 77701
ATTENTION: County Judge and County Auditor

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten days prior notice thereof.

8.02 Termination of Escrow Agent's Obligations. Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further obligations or responsibilities hereunder to the County, the holders of the Defeased Certificates or to any other person or persons in connection with this Escrow Agreement.

8.03 Binding Agreement. This Escrow Agreement shall be binding upon the County, and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the holders of the Defeased Certificates, the County, the Escrow Agent and their respective successors and legal representatives. This Escrow Agreement may not be modified except with the prior consent of the holders of all of the Defeased Certificates.

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

8.05 Governing Law. This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

8.06 Time of Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

8.07 Compliance With Texas Government Code.

(a) Iran, Sudan and Foreign Terrorist Organizations. The Escrow Agent represents that, as of the date of this Escrow Agreement, to the extent this Escrow Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Escrow Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent is an entity listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code.

(b) Verification Regarding Energy Company Boycotts. For the purposes of Section 2276.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), the Escrow Agent and the County acknowledge and agree that this Agreement has an aggregate value of less than $100,000, and in no event will the County pay the Escrow Agent in excess of $100,000 for its services.

(c) Verification Regarding Discrimination Against Firearm Entity or Trade Association. For purposes of Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), the Escrow Agent and the County acknowledge and agree that this Agreement has an aggregate value of less than $100,000, and in no event will the County pay the Escrow Agent in excess of $100,000 for its services.

EXECUTED effective as of the Escrow Funding Date as defined herein.

**BOKF, N.A., as Escrow Agent**

By: _____
Name: _____
Title: _____

**Jefferson County, Texas**

By: _____
County Judge

ATTEST:

_____
County Clerk
Jefferson County, Texas

(SEAL)

## CONSENT TO ESCROW AGREEMENT

Upon receipt of sufficient funds from the Escrow Agent, **BOKF, N.A.**, as Paying Agent for the Defeased Certificates (as defined in the foregoing Escrow Agreement), hereby acknowledges and consents to provide for the full and timely payment of the principal of and interest on such series of Defeased Certificates. **BOKF, N.A.** further consents to the management of the Escrow Fund by the Escrow Agent in accordance with the terms and conditions of the Escrow Agreement and agrees to be bound by the terms of the Escrow Agreement with respect to its obligations as a paying agent.

**BOKF, N.A.** agrees to continue to serve as Paying Agent for which it is now serving as Paying Agent, and it will serve as Paying Agent for each of the Series of the Defeased Certificates for the compensation provided under the fee schedule currently in effect and it will look to the County directly for payment of its fees; and, in the event of nonpayment of such fees, the sole remedy of the Paying Agent shall be an action against the County for recovery of the fees owing under the paying agency agreement for which it serves.

**BOKF, N.A., as Escrow Agent**

By: _____
Name: _____
Title: _____

**EXHIBIT "A"**

**Scheduled of Defeased Certificates**

JEFFERSON COUNTY, TEXAS
TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019

Original Issue Date:
Redemption Date: As Stated Below

| Scheduled Maturity Date | Principal Called for Redemption | Interest Rate | Redemption Date | Original CUSIP No.* | Pre-Refunded CUSIP No.* | Unrefunded CUSIP No.* |
|---|---|---|---|---|---|---|

**EXHIBIT "B"**

**See attached Fee Schedule**

**EXHIBIT "C"**

**See attached Verification Report.**

**JEFFERSON COUNTY, TEXAS**
**1149 Pearl Street**
**Beaumont, TX 77701**
**Telephone: (409) 835-8466**

# ISSUER INSTRUCTIONS FOR DEFEASANCE AND REDEMPTION OF OUTSTANDING CERTIFICATES OF OBLIGATION

March 30, 2026

BOKF, N.A.
5956 Sherry Lane, Suite 900
Dallas, TX 75225

**RE: Defeasance and Redemption of Jefferson County, Texas, Tax and Revenue Certificates of Obligation, Series 2019, maturities 2035, 2036, 2038 and 2039 in the aggregate principal amount of $4,905,000 (the "Series 2019 Defeased Certificates")**

**Defeasance Closing Date: April 9, 2026**

Dear BOFK, N.A.:

As Paying Agent for the above-captioned certificates (the "Certificates"), you are hereby given the following instructions:

1. You are advised that Jefferson County, Texas (herein referred to as the "Issuer" or the "County") has authorized and ordered the defeasance and redemption of the Certificates described above and further described in **SCHEDULE "A"** attached hereto (the "Defeased Certificates") pursuant to an order passed and approved by the Commissioners Court of the Issuer on August 12, 2025, a true and correct copy of which is attached to this letter (the "Defeasance Order"). Pursuant thereto, the Issuer has called the Series 2019 Defeased Certificates for redemption on **August 1, 2028**. The closing date of the Defeasance is April 9, 2026, and on that date the Issuer will enter into and Escrow Agreement with BOKF, N.A. (the "Escrow Agent") and it will deposit with the Escrow Agent a sum sufficient to pay and discharge the Defeased Certificates and to fund the purchase of the

escrowed securities described in the Escrow Agreement, and all closing costs associated therewith. A proposed draft of the Escrow Agreement is attached to this Letter.

2. By this letter, you are instructed and requested to proceed at the appropriate time with preparing, sending and publishing a notice of redemption for the Series 2019 Defeased Certificates so they are called and redeemed on **August 1, 2028**, and for this purpose you are authorized to accept instructions from our Bond Counsel, Lance Fox, and from the County Judge or the County Auditor of the County regarding the form and sending the redemption notice.

3. This letter will confirm that on or prior to the closing of the defeasance transaction, the Issuer will send you a wire transfer in the amount of **$5,000,534.39** (the "Deposit"), which the Issuer will tender to the Escrow Agent pursuant to the Defeasance Order and the Escrow Agreement to provide for the defeasance and discharge of the Defeased Certificates being defeased and for the payment of the closing expenses and costs associated with the defeasance transaction. At the time of closing on April 9, 2026, a Defeasance Verification Report will be provided by Public Finance Partners, LLC and a Closing Memorandum will be provided to you by the County's Financial Advisor, USCA Municipal Advisors, LLC. You are authorized and instructed to apply disburse the Deposit in accordance with the Closing Memorandum.

4. Included with this letter is a summary of the SOURCES AND USES OF FUNDS for this defeasance transaction prepared by the Issuer's Financial Advisor, USCA Municipal Advisors, LLC, that further sets forth the schedule of Defeased Certificates and the sources and uses of funds for the defeasance.

5. Please sign and return a copy of this letter to the Issuer.

6. You are authorized to speak with, provide information to and provide any signed documents and copies thereof relating to this matter to the Issuer's Bond Co-counsel, Lance Fox, Creighton, Fox, Johnson & Mills, 3535 Calder, Suite 310, Beaumont, TX 77706 and Guy Goodson, Germer PLLC, PO Box 4915, Beaumont, TX 77704, and also with the County's Financial Advisor, James F. Gilley, of U.S. Capital Advisors LLC, 444 Westheimer, Suite G500, Houston, TX 77027. You are further authorized to receive and accept instructions regarding the defeasance from each and either of the County's County Judge and County Auditor.

7. At the time of Closing, the Issuer will provide you with an Incumbency Certificate for the Issuer and the signed Escrow Agreement and all other closing documents necessary to complete and close this defeasance transaction.

8. After the Defeased Certificates have been defeased and all fees have been paid, you shall release and disburse all remaining monies being held by you to the Issuer.

*[Signature page follows this page.]*

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date stated on page 1 hereof.

JEFFERSON COUNTY, TEXAS

By: _____
Name: Jeff Branick
Title: County Judge

ENCLOSURES:

1 Defeasance Order

2 Escrow Agreement

2 Sources and Uses of Funds

RECEIVED AND APPROVED this 31 day of March, 2026.

BOKF, N.A.

By: _____
Name: Tony Hongnoi
Title: Vice President

## SCHEDULE A

### Scheduled of Defeased Certificates

JEFFERSON COUNTY, TEXAS
TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019

Original Issue Date: June 12, 2019
Redemption Date: As Stated Below

| Scheduled Maturity Date | Principal Called for Redemption | Interest Rate | Redemption Date | Original CUSIP No.* |
|---|---|---|---|---|
| 8/01/2035 | $925,000 | 3.000% | 8/01/2028 | 473502NH1 |
| 8/01/2036 | $950,000 | 3.000% | 8/01/2028 | 473502NJ7 |
| 8/01/2038 | $1,990,000 | 3.000% | 8/01/2028 | 473502NL2 |
| 8/01/2039 | $1,040,000 | 3.000% | 8/01/2028 | 473502NM0 |

# DEFEASANCE ORDER

See attached.

**ORDER AUTHORIZING THE DEFEASANCE AND OPTIONAL REDEMPTION OF CERTAIN OUTSTANDING CERTIFICATES OF OBLIGATION AND CONTAINING OTHER MATTERS RELATED THERETO**

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

WHEREAS, Jefferson County, Texas (the "Issuer" or the "County") has heretofore issued certain outstanding certificates of obligation that are described in **Exhibit "A"** attached hereto (hereinafter referred to as the "Outstanding Certificates"); and

WHEREAS, BOKF, N.A. (herein referred to as the "Paying Agent") serves as Paying Agent for the Outstanding Certificates; and

WHEREAS, the Commissioners Court of Jefferson County, Texas (the "Commissioners Court") desires to authorize and approve the defeasance plan herein described to authorize the defeasance and optional redemption of certain series and maturities of the County's Outstanding Certificates to provide a savings in interests costs to the County and to help the County maintain a stable tax rate (the "Defeasance Plan"), and in connection therewith to further authorize the execution of an escrow agreement and the purchase of certain escrowed securities as part of the Defeasance Plan, all as hereinafter set forth; and

WHEREAS, in accordance with the terms of the order authorizing the issuance of the Outstanding Certificates, and pursuant to applicable provisions of Texas law, including but not limited to, Sections 1207.033, 1207.061 and 1207.062 of the Texas Government Code, the County desires to call for redemption and defease certain maturities or portions thereof of the Outstanding Certificates by depositing directly with the Paying Agent for the Outstanding Certificates to be defeased an amount of money sufficient to provide for the payment thereof; and

WHEREAS, the County has or will have funds available on hand in its Debt Service Fund to make the deposit referenced above to fully discharge and defease the Outstanding Certificates herein ordered to be defeased; and

WHEREAS, the County also desires to authorize the execution of an escrow agreement or similar agreement in order to provide for the deposit referenced above to pay and redeem the Defeased Certificates (as herein defined); and

WHEREAS, upon making the deposit with the Paying Agent to pay the Outstanding Certificates hereafter ordered to be defeased in full, those Outstanding Certificates shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such due provisions made for the payment thereof, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the Order authorizing the issuance of those Outstanding Certificates herein ordered to be defeased shall be discharged, terminated and defeased; and

WHEREAS, the County desires to designate each of the County Judge and County Auditor of the County as Authorized Officers of the County to carry out the defeasance of the Outstanding Certificates as hereinafter set forth;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS:

1. CONSIDERATION AND EFFECT OF PREAMBLE AND FINDINGS. The matters and facts contained in the preamble to this Order are hereby found to be true and correct, and it is hereby found and determined that defeasance of the Outstanding Certificates to be defeased in the manner described herein will benefit the County.

2. Defeasance of the Certificates. The Commissioners Court of the County hereby irrevocably authorizes and orders that the following Outstanding Certificates be redeemed and defeased in accordance with the following procedures and plan (herein the "Defeasance Plan"):

(1) The Commissioners Court hereby approves and orders that an aggregate principal amount of up to **$5,100,000** in Outstanding Certificates shall be defeased (the "Defeased Certificates"), with the final aggregate amount and particularly maturities and amounts of the Defeased Certificates to be finally determined, specified, approved and designated by the County's County Judge or County Auditor of the County (the "Authorized Officers"), and each of such Authorized Officers shall be and hereby is authorized to make the final determination of which of the Outstanding Certificates and the maturities and portions thereof shall be defeased, each of whom is hereby authorized to make such determination on behalf of the County, provided that the aggregate amount of Outstanding Certificates to be defeased shall not exceed **$5,100,000** unless further approved and authorized by the Commissioners Court.

(2) The Defeased Certificates shall be called for redemption on the date or dates specified and determined by any of the Authorized Officers (the "Redemption Date") pursuant to a written notice of redemption in such form as approved by any Authorized Officer.

(3) The cash sum equal to an amount necessary to pay the principal amount of the Defeased Certificates, plus all accrued interest due and payable on the Defeased Certificates through the Redemption Date, plus the costs of issuance, shall be transferred out of the County's Interest and Sinking Fund and deposited with the Paying Agent pursuant to Section 1207.061 of the Texas Government Code, and further, in connection therewith, pursuant to the terms and provisions of Section 1207.072 of the Texas Government

Code, the County shall enter into an Escrow Agreement with the Paying Agent substantially in the form attached hereto as **Exhibit "B"**, the terms and provisions of which Escrow Agreement are hereby authorized and approved, subject to such insertions, additions and modifications approved by any Authorized Officer and as shall be necessary (a) to carry out the Defeasance Plan designed for the County by the County's Financial Advisor, **U.S. Capital Advisors, LLC** and which shall be certified as to mathematical accuracy by either the County's Financial Advisor or an independent accounting firm in a written verification report (the "Report"), as determined, approved and designated by any Authorized Officer (b) to maximize the County's present value savings and/or to minimize the County's costs of the defeasance, (c) to comply with all applicable laws and regulations relating to the defeasance of the Defeased Certificates and (d) to carry out the other intents and purposes of this Order, and the County Judge, County Auditor or any other officer of the County is hereby authorized to execute and deliver such Escrow Agreement on behalf of the County in multiple counterparts and the County Clerk is hereby authorized to attest thereto and affix the County's seal.

(4) In accordance with the provisions of Section 1207.062 of the Texas Government Code, the deposit of the funds into escrow with the Paying Agent shall only be invested in the following: (1) cash or direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States, (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by an agency or instrumentality and that, on the date of this Order, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (3) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, as of the date of this Order, are rated as to investment quality by a nationally recognized investment rating agency firm not less than AAA or its equivalent (herein referred to as the "Escrowed Securities"). Furthermore, the deposit of the funds with the Paying Agent shall only be invested in Escrowed Securities that mature and bear interest payable at times and in amounts sufficient to provide for the scheduled payment of the Defeased Certificates. Any of the Authorized Officers are hereby authorized to approve and authorize the County to subscribe for, agree to purchase, and purchase the Escrowed Securities, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to

effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

(5) The engagement of the County's Financial Advisor, U.S. Capital Advisors, LLC, and of Co-Bond counsel, Creighton, Fox, Johnson & Mills, PLLC, and Germer, PLLC, and of the verification agent, and of the Escrow Agent, to assist and serve the County in carrying out the Defeasance Plan is hereby approved, ratified and authorized, and the payment of the reasonable fees and costs of such providers is hereby approved and authorized.

4. Paying Agent Instructions. To provide for the discharge and defeasance of the Defeased Certificates and all liens securing same, the Commissioners Court hereby approves and authorizes any of the Authorized Officers to prepare and send written instructions to the Paying Agent and an incumbency certificate (the "Paying Agent Instructions"), in such form and content as approved by any such Authorized Officer or any other officer or official representative of the County, as any of them may determine to be necessary or appropriate. Each Authorized Officer is authorized to work with the Paying Agent and Bond Counsel to determine and to prepare and approve the form of redemption notice to be published in connection with the redemption of the Defeased Certificates.

5. Further Action. Each of the County Judge, the County Auditor, or any other officer or official representative of the County, acting alone and without the necessity of the joinder of any other authorized County official, is hereby authorized and directed to take all action as may be necessary or appropriate to effectuate this Order and the defeasance of the Outstanding Certificates to be defeased pursuant to this Order, including but not limited to, designating and determining the principal amount of and maturities of Outstanding Certificates to be defeased, determining and setting the final Redemption Date, making all arrangements necessary or appropriate with each of the Paying Agent for the defeasance of the Defeased Certificates; making such deposits with the Paying Agent as may be necessary for the defeasance of the Defeased Certificates, approving the final terms of and execution of the Escrow Agreement, authorizing the investment of the funds held in the Escrow Agreement in accordance with the terms of this Order, approving and authorizing the payment of the costs incurred in connection with the defeasance of the Defeased Certificates, including the costs of the County's financial advisor, Bond Counsel, the verification agent, and the fees and expenses of the Paying Agent and the Escrow Agent and all related costs of issuance, and taking all other actions that are reasonably necessary or appropriate to provide for the defeasance and redemption of the Defeased Certificates. In addition, each of the County Judge, County Auditor, or Bond Counsel to the County, are each hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the documents authorized and approved by this Order: (i) in order to cure any technical ambiguity, formal defect, or omission in the Order or such other document if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Order, which determination shall be final. In the event that any officer of the County whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless

shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

6. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Texas Government Code Annotated, Vernon's 1994, as amended.

7. Severability. If any Section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

9. Repealer. All orders, resolutions, and ordinances, and parts thereof inconsistent herewith are hereby repealed to the extent of such inconsistency.

*[Signature page follows this page.]*

PASSED AND APPROVED this 12 of August, 2025.

County Judge
Jefferson County, Texas

ATTEST:

County Clerk
Jefferson County, Texas

JEFFERSON COUNTY CLERK, Jefferson County
HAYLEE FOURNIER, OFFICE ADMINSTRATOR

Exhibit "A" Outstanding Certificates

Exhibit "B" Escrow Agreement

**EXHIBIT "A"**

**Schedule of Outstanding Certificates That May Be Defeased**

**Any and all outstanding Jefferson County, Texas Tax and Revenue Certificates of Obligation, Series 2019**

**EXHBIT "B"**
**Form of Escrow Agreement**

See attached form.

THIS ESCROW AGREEMENT (the "Escrow Agreement") dated as of _____, 2026 (the "Escrow Funding Date"), is made and entered into by and between Jefferson County, Texas, an political subdivision of the State of Texas organized and existing under the Constitution and laws of the State of Texas (the "County"), and **BOKF, N.A.**, a national banking association having a corporate trust office in Dallas, Texas, as escrow agent (together with any successor or assign in such capacity, the "Escrow Agent").

WHEREAS, the County has heretofore issued and there remains outstanding the County's Combination Tax and Revenue Certificates of Obligation, Series 2019 (the "Outstanding Obligations"), and the County desires to provide for the defeasance prior to maturity of a portion of certain maturities of the Outstanding Obligations in the aggregate principal amount of $_____, as more particularly described in the Schedule of Defeased Certificates attached hereto as **Exhibit "A"** (the "Defeased Certificates"); and

WHEREAS, *Chapter 1207, Texas Government Code, as amended*, authorizes and empowers the County to deposit funds with the Paying Agent for the Defeased Certificates an amount which is sufficient to provide for the payment or redemption of the principal of and interest on the Defeased Certificates; and

WHEREAS, the Commissioners Court of the County has adopted an order authorizing the defeasance of the Defeased Certificates and authorizing, among other things, of providing the funds necessary to pay and defease the Defeased Certificates, thereby providing a net present value savings in debt service; and

WHEREAS, the County has provided pursuant to this Escrow Agreement for the application of funds of the County to provide for the payment of the Defeased Certificates; and

WHEREAS, the Commissioners Court of the County has further determined to effectuate the defeasance of the Defeased Certificates pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of the funds deposited hereunder with the Escrow Agent, so as to provide firm banking and financial arrangements for the discharge and final payment or redemption of the Defeased Certificates;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the full and timely payment of the principal of and the interest on the Defeased Certificates, the County and the Escrow Agent contract and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

1.01 Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

"County" shall mean **JEFFERSON COUNTY, TEXAS**, and any successor to its duties and functions.

"Escrow Agent" shall mean **BOKF, N.A.**, in its capacity as escrow agent hereunder, and any successor or assign in such capacity.

"Escrow Agreement" shall mean this escrow agreement by and between the County and the Escrow Agent, as it may be amended or supplemented from time to time.

"Escrow Fund" shall mean the fund created in Section 3.01 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

"Escrow Funding Date" shall mean the date on which the County deposits with the Escrow Agent the cash and Escrowed Securities described in Section 2.01.

"Escrowed Securities" shall mean the Restricted Acquired Obligations or other eligible securities purchased with the funds deposited into the Escrow Fund, all as more fully described in the Report.

"Paying Agent for the Defeased Certificates" shall mean **BOKF, N.A.**, and any successors thereto.

"Defeased Certificate Order" shall mean the County's order authorizing the issuance, sale and delivery of the Defeased Certificates.

"Defeased Certificates" shall mean a portion of certain maturities of the Outstanding Obligations, in the aggregate principal amount of $_____, as more particularly identified and described in **Exhibit "A"** attached hereto and incorporated herein by reference.

"Defeasance Order" shall mean the County's Order adopted August ____, 2025, authorizing the defesance of the Defeased Certificates.

"Report" shall mean the verification report prepared by _____, relating to the

defeasance of the Defeased Certificates, a copy of which is attached hereto as **Exhibit "C"**.

"Restricted Acquired Obligations" shall mean the United States Treasury Securities - State and Local Government Series ("SLGS"), all as more fully described in the Report.

1.02 Interpretations. The titles and headings of the articles and sections of this Escrow Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Defeased Certificates in accordance with applicable law.

ARTICLE II

DEPOSIT OF FUNDS AND ESCROWED SECURITIES

2.01 Deposits with Escrow Agent; Acquisition of Escrowed Securities. On or before the Escrow Funding Date~~date of delivery of the Refunding Certificates~~, the County will deposit, or cause to be deposited, with the Escrow Agent the following:

(a) Escrowed Securities described in the Report in the principal amount of $_____ purchased at a purchase price of $_____, with a portion of the proceeds of the funds deposited with the Escrow Agent; and

(b) A beginning cash balance of $_____.

ARTICLE III

CREATION AND OPERATION OF ESCROW FUND

3.01 Escrow Fund. On the Escrow Funding Date, the Escrow Agent will create on its books a special fund and irrevocable escrow to be known as "**Jefferson County, Texas 2025 Defeasance Escrow Fund**", into which will be deposited the cash and Escrowed Securities described in Section 2.01. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund shall be the property of the Escrow Fund, and shall be applied only in strict conformity with the terms and conditions hereof. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of and interest on the Defeased Certificates, which payment shall be made by timely transfers to the Paying Agent for the Defeased Certificates of such amounts at such times as are provided in Section 3.02 hereof. When the final transfers have been made to the Paying Agent for the Defeased Certificates for the payment of such principal of and interest on the Defeased Certificates, any balance then remaining in the Escrow Fund shall be transferred to the County, and the Escrow Agent shall thereupon be discharged from

any further duties hereunder.

3.02 Payment of Principal of and Interest on Defeased Certificates.

(a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Defeased Certificates from the cash balance from time to time on deposit in the Escrow Fund the amounts required to pay the principal of and interest on the Defeased Certificates as the same become due and payable, all as provided in the Report.

(b) Money transferred to and held by the Paying Agent for the Defeased Certificates in accordance with the provisions hereof shall be held by the Paying Agent for the Defeased Certificates as a segregated account for the respective holders of the Defeased Certificates in connection with which such money is held; provided, however, subject to the provisions of Title 6 of the Texas Property Code regarding Unclaimed Property, that money so held remaining unclaimed by the owners of such Defeased Certificates for three (3) years after the dates on which payment thereon was due, payable and available for payment shall be paid to the County (without liability for interest) to be used for any lawful purpose. Thereafter, neither the County, the Escrow Agent, the Paying Agent for the Defeased Certificates nor any other person shall be liable or responsible to any holders of such Defeased Certificates for any further payment of such unclaimed money or on account of any such Defeased Certificates.

(c) Except as provided in Article IV hereof, the County hereby covenants and agrees that it will not exercise any right that it may have to redeem any of the Defeased Certificates prior to their scheduled maturities.

(d) If the Escrow Agent learns that the Department of the Treasury or the Bureau of Fiscal Service will not, for any reason, accept a subscription of SLGS that is to be submitted pursuant to this Agreement, the Escrow Agent shall promptly request alternative written investment instructions from the County with respect to funds which were to be invested in SLGS. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent shall hold such funds uninvested and without liability for interest until receipt of further written instructions from the County. In the absence of investment instructions from the County, the Escrow Agent shall not be responsible for the investment of such funds or interest thereon. The Escrow Agent may conclusively rely upon the County's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

3.03 Sufficiency of Escrow Fund. The County represents (based solely upon the Report) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Defeased Certificates at the times and in the amounts required to pay the interest on the Defeased Certificates as such interest comes due and

to pay the principal of the Defeased Certificates as the Defeased Certificates mature or are redeemed. If any deficiency results from any error in the calculation of the report, the County shall transfer to the Escrow Agent for deposit to the Escrow Fund to be held pursuant to this Escrow Agreement an additional amount of cash or securities sufficient to provide for such deficiency which transfer shall be made from lawfully available funds.

3.04 Escrow Fund. The Escrow Agent at all times shall hold the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrow Agent agrees that any uninvested funds in the Escrow Fund shall be secured by collateral to the extent they are not insured by the FDIC. The Escrowed Securities and other assets of the Escrow Fund always shall be maintained by the Escrow Agent for the benefit of the holders of the Defeased Certificates; and a special account therefor evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The holders of the Defeased Certificates shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof and all other assets of the Escrow Fund as are enjoyed by other beneficiaries of similar accounts. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the County, and the Escrow Agent shall have no right or title with respect thereto except as escrow agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the County.

## ARTICLE IV

## REDEMPTION OF CERTAIN DEFEASED CERTIFICATES PRIOR TO MATURITY

4.01 Optional Redemption of Certain Defeased Certificates. The County has irrevocably exercised its option to call for redemption prior to maturity the Defeased Certificates as set forth below. Such optional redemption shall be carried out in accordance with the Defeased Certificates Order. The Escrow Agent is hereby authorized to provide funds therefor as set forth in Section 3.02(a) hereof.

| Certificates To Be Redeemed | Redemption Date |
|---|---|
| Jefferson County, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019, being a portion Of Maturities _____ | _____ |

ARTICLE V

LIMITATION ON INVESTMENTS

5.01 General. Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder; or to make substitutions of the Escrowed Securities; or to sell, transfer or otherwise dispose of the Escrowed Securities, except for the purchase of the Escrowed Securities as described in the Report. The Escrow Agent shall not be responsible for losses made on investments made by it in accordance with the investment directions given to it hereunder.

5.02 Substitution of Securities. At the written request of the County, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Defeased Certificates or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America and which do not permit the redemption thereof at the option of the obligor. Any such transaction may be effected by the Escrow Agent only if (1) the Escrow Agent shall have received a new verification report together with a written opinion from a nationally recognized firm of certified public accountants acceptable to the County and the Escrow Agent that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal and interest on the remaining Defeased Certificates as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized Certificate counsel or tax counsel acceptable to the County and the Escrow Agent to the effect that such transaction will not cause any of the Refunding Certificates to be an "arbitrage Certificate" within the meaning of the Code, and that such transaction will not result in a violation of the laws of the State of Texas.

ARTICLE VI

RECORDS AND REPORTS

6.01 Records. The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the County and the holders of the Defeased Certificates.

6.02 Reports. For the period beginning on the Escrow Funding Date and ending on

**December 31, 2026**, and for each twelve (12) month period thereafter while this Agreement remains in effect, the Escrow Agent shall prepare and send to the County, at the County's request, within thirty (30) days following the end of such period a written report summarizing all transactions relating to the Escrow Fund during such period, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund to the Paying Agent for the Defeased Certificates or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

6.03 Notification. The Escrow Agent shall notify the County immediately if at any time during the term of this Escrow Agreement it determines that there is insufficient cash and Escrowed Securities in the Escrow Fund to provide for the transfer to the Paying Agent for the Defeased Certificates for timely payment of all interest on and principal of the Defeased Certificates.

## ARTICLE VII

## CONCERNING THE ESCROW AGENT

7.01 Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

7.02 Limitation on Liability. The Escrow Agent shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Escrow Agreement, and no implied covenants or obligations shall be read into this Escrow Agreement. Nothing herein contained shall relieve the Escrow Agent from liability for its own negligent action, negligent failure to act or willful misconduct, except that this sentence shall not be construed to limit the effect of the immediately preceding sentence. The Escrow Agent shall not incur any liability for any error of judgment made in good faith by a responsible officer thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts. The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, Certificate or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

The Escrow Agent is not a principal, participant or beneficiary of the underlying transaction to which this Escrow Agreement relates.

The liability of the Escrow Agent to transfer funds to the Paying Agent for the Defeased Certificates for the payments of the principal of and interest on the Defeased Certificates shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on

deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligor of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the County promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Refunding Certificates shall be taken as the statements of the County and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement.

The Escrow Agent makes no representation as to the value, condition or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the County thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters.

It is the intention of the County and the Escrow Agent that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the County with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Escrow Agreement. In determining the occurrence of any such event or contingency the Escrow Agent may request from the County or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with the County, among others, at any time.

In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness and accuracy of the statements, certificates, opinions, resolutions and other documents conforming to the requirements of this Escrow Agreement, and shall not be obligated to make any independent investigation with respect thereto.

To the full extent permitted by law, the County agrees to indemnify, defend and hold the Escrow Agent harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorneys' fees and expenses of defending itself against any claim or liability in connection with its performance hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability or expense resulting from its own negligence or willful misconduct. The Escrow Agent's right to indemnification shall survive its resignation or removal and the termination of this Agreement.

The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document between the other parties hereto, in connection herewith. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Escrow Agreement or any other agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THIS ESCROW AGREEMENT, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

The Escrow Agent shall have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Escrow Agent either in accordance with the advice of such counsel or in accordance with any opinion of counsel to the Issuer addressed and delivered to the Escrow Agent.

The Escrow Agent have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees.

The Escrow Agent shall have the right to accept and act upon instructions, including

funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder); provided, however, that the County shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the County whenever a person is to be added or deleted from the listing. If the County elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The County understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The County shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the County and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the County. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The County agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the County; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

7.03 Compensation.

(a) On the Escrow Funding Date, the County will pay the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Escrow Agreement, the sum of $_____, in cash and in accordance with the fee schedule attached hereto as **Exhibit "B"**. This sum does not include the cost of publication, printing costs or reasonable out-of-pocket expenses of the Escrow Agent. If the Escrow Agent incurs any out-of-pocket expenses or is requested to perform any extraordinary services hereunder, the County hereby agrees to reimburse the Escrow Agent for such out-of-pocket expenses and to pay reasonable fees to the Escrow Agent for such extraordinary services and to

reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services. It is expressly provided that the Escrow Agent shall look only to the County for the reimbursement of such out-of-pocket expenses and for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular, additional or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) **BOKF, N.A.**, serves as Paying Agent for the Defeased Certificates. By execution of the Consent to Escrow Agreement attached hereto, **BOKF, N.A.** agrees to continue to serve as Paying Agent for the life of the Defeased Certificates, and it will serve as Paying Agent for the Defeased Certificates for the compensation provided under the fee schedule currently in effect and it will look to the County directly for payment of its fees; and, in the event of nonpayment of such fees, the sole remedy of the Paying Agent shall be an action against the County for recovery of the fees owing under the paying agency agreement for which it serves.

7.04 Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should cease to be the Escrow Agent hereunder, a vacancy shall forthwith exist hereunder in the office of the Escrow Agent. Any successor Escrow Agent appointed by the County shall succeed, without further act, to all the rights, immunities, powers and trusts of the predecessor Escrow Agent hereunder. Any successor Escrow Agent must be qualified under the laws of the State of Texas to serve as an escrow agent and must be authorized to exercise corporate trust powers. No resignation or removal of the Escrow Agent and no early termination of this Agreement shall occur until a successor Escrow Agent has been appointed who is qualified to serve as Escrow Agent hereunder and who has accepted such appointment. Upon the request of any such successor Escrow Agent, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such immunities, rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee hereunder equal to the portion of such fee attributable to duties to be performed after the date of succession.

The Escrow Agent may resign at any time by giving written notice thereof to the County. If an instrument of acceptance by a successor Escrow Agent shall not have been delivered to the Escrow Agent within 60 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent.

## ARTICLE VIII

## MISCELLANEOUS

8.01 Notices. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by

registered or certified mail, postage prepaid addressed as follows:

To the Escrow Agent:

BOKF, N.A.

_____

_____

To the County:

Jefferson County, Texas
1149 Pearl, 4th Floor
Beaumont, TX 77701
ATTENTION: County Judge and County Auditor

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten days prior notice thereof.

8.02 Termination of Escrow Agent's Obligations. Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further obligations or responsibilities hereunder to the County, the holders of the Defeased Certificates or to any other person or persons in connection with this Escrow Agreement.

8.03 Binding Agreement. This Escrow Agreement shall be binding upon the County, and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the holders of the Defeased Certificates, the County, the Escrow Agent and their respective successors and legal representatives. This Escrow Agreement may not be modified except with the prior consent of the holders of all of the Defeased Certificates.

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

8.05 Governing Law. This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

8.06 Time of Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

8.07 Compliance With Texas Government Code.

(a) Iran, Sudan and Foreign Terrorist Organizations. The Escrow Agent represents that, as of the date of this Escrow Agreement, to the extent this Escrow Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Escrow Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent is an entity listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code.

(b) Verification Regarding Energy Company Boycotts. For the purposes of Section 2276.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), the Escrow Agent and the County acknowledge and agree that this Agreement has an aggregate value of less than $100,000, and in no event will the County pay the Escrow Agent in excess of $100,000 for its services.

(c) Verification Regarding Discrimination Against Firearm Entity or Trade Association. For purposes of Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), the Escrow Agent and the County acknowledge and agree that this Agreement has an aggregate value of less than $100,000, and in no event will the County pay the Escrow Agent in excess of $100,000 for its services.

EXECUTED effective as of the Escrow Funding Date as defined herein.

**BOKF, N.A., as Escrow Agent**

By: _____
Name: _____
Title: _____

**Jefferson County, Texas**

By: _____
County Judge

ATTEST:

_____
County Clerk
Jefferson County, Texas

(SEAL)

## CONSENT TO ESCROW AGREEMENT

Upon receipt of sufficient funds from the Escrow Agent, **BOKF, N.A.**, as Paying Agent for the Defeased Certificates (as defined in the foregoing Escrow Agreement), hereby acknowledges and consents to provide for the full and timely payment of the principal of and interest on such series of Defeased Certificates. **BOKF, N.A.** further consents to the management of the Escrow Fund by the Escrow Agent in accordance with the terms and conditions of the Escrow Agreement and agrees to be bound by the terms of the Escrow Agreement with respect to its obligations as a paying agent.

**BOKF, N.A.** agrees to continue to serve as Paying Agent for which it is now serving as Paying Agent, and it will serve as Paying Agent for each of the Series of the Defeased Certificates for the compensation provided under the fee schedule currently in effect and it will look to the County directly for payment of its fees; and, in the event of nonpayment of such fees, the sole remedy of the Paying Agent shall be an action against the County for recovery of the fees owing under the paying agency agreement for which it serves.

**BOKF, N.A., as Escrow Agent**

By: _____
Name: _____
Title: _____

**EXHIBIT "A"**

**Scheduled of Defeased Certificates**

JEFFERSON COUNTY, TEXAS
TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019

Original Issue Date:
Redemption Date: As Stated Below

| Scheduled Maturity Date | Principal Called for Redemption | Interest Rate | Redemption Date | Original CUSIP No.* | Pre-Refunded CUSIP No.* | Unrefunded CUSIP No.* |
|---|---|---|---|---|---|---|

**EXHIBIT "B"**

**See attached Fee Schedule**

**EXHIBIT "C"**

**See attached Verification Report.**

# ESCROW AGREEMENT

See attached.

THIS ESCROW AGREEMENT (the "Escrow Agreement") dated as of April 9, 2026 (the "Escrow Funding Date"), is made and entered into by and between Jefferson County, Texas, an political subdivision of the State of Texas organized and existing under the Constitution and laws of the State of Texas (the "County"), and **BOKF, N.A.**, a national banking association having a corporate trust office in Dallas, Texas, as escrow agent (together with any successor or assign in such capacity, the "Escrow Agent").

WHEREAS, the County has heretofore issued and there remains outstanding the County's Combination Tax and Revenue Certificates of Obligation, Series 2019 (the "Outstanding Obligations"), and the County desires to provide for the defeasance prior to maturity of certain maturities of the Outstanding Obligations in the aggregate principal amount of **$4,905,000**, as more particularly described in the Schedule of Defeased Certificates attached hereto as **Exhibit "A"** (the "Defeased Certificates"); and

WHEREAS, *Chapter 1207, Texas Government Code, as amended*, authorizes and empowers the County to deposit funds with the Paying Agent for the Defeased Certificates an amount which is sufficient to provide for the payment or redemption of the principal of and interest on the Defeased Certificates; and

WHEREAS, the Commissioners Court of the County has adopted an order authorizing the defeasance of the Defeased Certificates and authorizing, among other things, of providing the funds necessary to pay and defease the Defeased Certificates, thereby providing a net present value savings in debt service; and

WHEREAS, the County has provided pursuant to this Escrow Agreement for the application of funds of the County to provide for the payment of the Defeased Certificates; and

WHEREAS, the Commissioners Court of the County has further determined to effectuate the defeasance of the Defeased Certificates pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of the funds deposited hereunder with the Escrow Agent, so as to provide firm banking and financial arrangements for the discharge and final payment or redemption of the Defeased Certificates;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the full and timely payment of the principal of and the interest on the Defeased Certificates, the County and the Escrow Agent contract and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

1.01 Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

"County" shall mean **JEFFERSON COUNTY, TEXAS**, and any successor to its duties and functions.

"Escrow Agent" shall mean **BOKF, N.A.**, in its capacity as escrow agent hereunder, and any successor or assign in such capacity.

"Escrow Agreement" shall mean this escrow agreement by and between the County and the Escrow Agent, as it may be amended or supplemented from time to time.

"Escrow Fund" shall mean the fund created in Section 3.01 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

"Escrow Funding Date" shall mean the date on which the County deposits with the Escrow Agent the cash and Escrowed Securities described in Section 2.01.

"Escrowed Securities" shall mean the Restricted Acquired Obligations or other eligible securities purchased with the funds deposited into the Escrow Fund, all as more fully described in the Report.

"Paying Agent for the Defeased Certificates" shall mean **BOKF, N.A.**, and any successors thereto.

"Defeased Certificate Order" shall mean the County's order authorizing the issuance, sale and delivery of the Defeased Certificates.

"Defeased Certificates" shall mean certain maturities of the Outstanding Obligations, in the aggregate principal amount of $4,905,000, as more particularly identified and described in **Exhibit "A"** attached hereto and incorporated herein by reference.

"Defeasance Order" shall mean the County's Order adopted August 12, 2025, authorizing the defesance of the Defeased Certificates.

"Report" shall mean the verification report prepared by Public Finance Partners, LLC,

relating to the defeasance of the Defeased Certificates, a copy of which is attached hereto as **Exhibit "C"**.

"Restricted Acquired Obligations" shall mean the United States Treasury Securities - State and Local Government Series ("SLGS"), all as more fully described in the Report.

1.02 Interpretations. The titles and headings of the articles and sections of this Escrow Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Defeased Certificates in accordance with applicable law.

## ARTICLE II

## DEPOSIT OF FUNDS AND ESCROWED SECURITIES

2.01 Deposits with Escrow Agent; Acquisition of Escrowed Securities. On or before the Escrow Funding Date, the County will deposit, or cause to be deposited, with the Escrow Agent the following:

(a) Escrowed Securities described in the Report in the principal amount of **$4,982,033.00** purchased at a purchase price of **$4,982,033.00**, with a portion of the proceeds of the funds deposited with the Escrow Agent; and

(b) A beginning cash balance of **$1.39**.

## ARTICLE III

## CREATION AND OPERATION OF ESCROW FUND

3.01 Escrow Fund. On the Escrow Funding Date, the Escrow Agent will create on its books a special fund and irrevocable escrow to be known as "**Jefferson County, Texas 2026 Defeasance Escrow Fund**", into which will be deposited the cash and Escrowed Securities described in Section 2.01. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund shall be the property of the Escrow Fund, and shall be applied only in strict conformity with the terms and conditions hereof. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of and interest on the Defeased Certificates, which payment shall be made by timely transfers to the Paying Agent for the Defeased Certificates of such amounts at such times as are provided in Section 3.02 hereof. When the final transfers have been made to the Paying Agent for the Defeased Certificates for the payment of such principal of and interest on the Defeased Certificates, any balance then remaining in the Escrow

Fund shall be transferred to the County, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

3.02 Payment of Principal of and Interest on Defeased Certificates.

(a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Defeased Certificates from the cash balance from time to time on deposit in the Escrow Fund the amounts required to pay the principal of and interest on the Defeased Certificates as the same become due and payable, all as provided in the Report.

(b) Money transferred to and held by the Paying Agent for the Defeased Certificates in accordance with the provisions hereof shall be held by the Paying Agent for the Defeased Certificates as a segregated account for the respective holders of the Defeased Certificates in connection with which such money is held; provided, however, subject to the provisions of Title 6 of the Texas Property Code regarding Unclaimed Property, that money so held remaining unclaimed by the owners of such Defeased Certificates for three (3) years after the dates on which payment thereon was due, payable and available for payment shall be paid to the County (without liability for interest) to be used for any lawful purpose. Thereafter, neither the County, the Escrow Agent, the Paying Agent for the Defeased Certificates nor any other person shall be liable or responsible to any holders of such Defeased Certificates for any further payment of such unclaimed money or on account of any such Defeased Certificates.

(c) Except as provided in Article IV hereof, the County hereby covenants and agrees that it will not exercise any right that it may have to redeem any of the Defeased Certificates prior to their scheduled maturities.

(d) If the Escrow Agent learns that the Department of the Treasury or the Bureau of Fiscal Service will not, for any reason, accept a subscription of SLGS that is to be submitted pursuant to this Agreement, the Escrow Agent shall promptly request alternative written investment instructions from the County with respect to funds which were to be invested in SLGS. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent shall hold such funds uninvested and without liability for interest until receipt of further written instructions from the County. In the absence of investment instructions from the County, the Escrow Agent shall not be responsible for the investment of such funds or interest thereon. The Escrow Agent may conclusively rely upon the County's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

3.03 Sufficiency of Escrow Fund. The County represents (based solely upon the Report) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Defeased Certificates at the times and in

the amounts required to pay the interest on the Defeased Certificates as such interest comes due and to pay the principal of the Defeased Certificates as the Defeased Certificates mature or are redeemed. If any deficiency results from any error in the calculation of the report, the County shall transfer to the Escrow Agent for deposit to the Escrow Fund to be held pursuant to this Escrow Agreement an additional amount of cash or securities sufficient to provide for such deficiency which transfer shall be made from lawfully available funds.

3.04 Escrow Fund. The Escrow Agent at all times shall hold the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrow Agent agrees that any uninvested funds in the Escrow Fund shall be secured by collateral to the extent they are not insured by the FDIC. The Escrowed Securities and other assets of the Escrow Fund always shall be maintained by the Escrow Agent for the benefit of the holders of the Defeased Certificates; and a special account therefor evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The holders of the Defeased Certificates shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof and all other assets of the Escrow Fund as are enjoyed by other beneficiaries of similar accounts. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the County, and the Escrow Agent shall have no right or title with respect thereto except as escrow agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the County.

## ARTICLE IV

## REDEMPTION OF CERTAIN DEFEASED CERTIFICATES PRIOR TO MATURITY

4.01 Optional Redemption of Certain Defeased Certificates. The County has irrevocably exercised its option to call for redemption prior to maturity the Defeased Certificates as set forth below. Such optional redemption shall be carried out in accordance with the Defeased Certificates Order. The Escrow Agent is hereby authorized to provide funds therefor as set forth in Section 3.02(a) hereof.

| Certificates To Be Redeemed | Redemption Date |
|---|---|
| Jefferson County, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019, Maturities 2035, 2036, 2038 and 2039 | August 1, 2028 |

## ARTICLE V

## LIMITATION ON INVESTMENTS

5.01 General. Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder; or to make substitutions of the Escrowed Securities; or to sell, transfer or otherwise dispose of the Escrowed Securities, except for the purchase of the Escrowed Securities as described in the Report. The Escrow Agent shall not be responsible for losses made on investments made by it in accordance with the investment directions given to it hereunder.

5.02 Substitution of Securities. At the written request of the County, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Defeased Certificates or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America and which do not permit the redemption thereof at the option of the obligor. Any such transaction may be effected by the Escrow Agent only if (1) the Escrow Agent shall have received a new verification report together with a written opinion from a nationally recognized firm of certified public accountants acceptable to the County and the Escrow Agent that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal and interest on the remaining Defeased Certificates as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized Certificate counsel or tax counsel acceptable to the County and the Escrow Agent to the effect that such transaction will not cause any of the Refunding Certificates to be an "arbitrage Certificate" within the meaning of the Code, and that such transaction will not result in a violation of the laws of the State of Texas.

## ARTICLE VI

## RECORDS AND REPORTS

6.01 Records. The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the County and the holders of the Defeased Certificates.

6.02 Reports. For the period beginning on the Escrow Funding Date and ending on

**December 31, 2026**, and for each twelve (12) month period thereafter while this Agreement remains in effect, the Escrow Agent shall prepare and send to the County, at the County's request, within thirty (30) days following the end of such period a written report summarizing all transactions relating to the Escrow Fund during such period, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund to the Paying Agent for the Defeased Certificates or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

6.03 Notification. The Escrow Agent shall notify the County immediately if at any time during the term of this Escrow Agreement it determines that there is insufficient cash and Escrowed Securities in the Escrow Fund to provide for the transfer to the Paying Agent for the Defeased Certificates for timely payment of all interest on and principal of the Defeased Certificates.

## ARTICLE VII

## CONCERNING THE ESCROW AGENT

7.01 Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

7.02 Limitation on Liability. The Escrow Agent shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Escrow Agreement, and no implied covenants or obligations shall be read into this Escrow Agreement. Nothing herein contained shall relieve the Escrow Agent from liability for its own negligent action, negligent failure to act or willful misconduct, except that this sentence shall not be construed to limit the effect of the immediately preceding sentence. The Escrow Agent shall not incur any liability for any error of judgment made in good faith by a responsible officer thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts. The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, Certificate or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

The Escrow Agent is not a principal, participant or beneficiary of the underlying transaction to which this Escrow Agreement relates.

The liability of the Escrow Agent to transfer funds to the Paying Agent for the Defeased Certificates for the payments of the principal of and interest on the Defeased Certificates shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on

deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligor of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the County promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Refunding Certificates shall be taken as the statements of the County and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement.

The Escrow Agent makes no representation as to the value, condition or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the County thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters.

It is the intention of the County and the Escrow Agent that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the County with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Escrow Agreement. In determining the occurrence of any such event or contingency the Escrow Agent may request from the County or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with the County, among others, at any time.

In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness and accuracy of the statements, certificates, opinions, resolutions and other documents conforming to the requirements of this Escrow Agreement, and shall not be obligated to make any independent investigation with respect thereto.

To the full extent permitted by law, the County agrees to indemnify, defend and hold the Escrow Agent harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorneys' fees and expenses of defending itself against any claim or liability in connection with its performance hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability or expense resulting from its own negligence or willful misconduct. The Escrow Agent's right to indemnification shall survive its resignation or removal and the termination of this Agreement.

The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document between the other parties hereto, in connection herewith. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Escrow Agreement or any other agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THIS ESCROW AGREEMENT, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

The Escrow Agent shall have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Escrow Agent either in accordance with the advice of such counsel or in accordance with any opinion of counsel to the Issuer addressed and delivered to the Escrow Agent.

The Escrow Agent have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees.

The Escrow Agent shall have the right to accept and act upon instructions, including

funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder); provided, however, that the County shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the County whenever a person is to be added or deleted from the listing. If the County elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The County understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The County shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the County and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the County. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The County agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the County; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

7.03 Compensation.

(a) On the Escrow Funding Date, the County will pay the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Escrow Agreement, the sum of $ 2,000.00, in cash and in accordance with the fee schedule attached hereto as **Exhibit "B"**. This sum does not include the cost of publication, printing costs or reasonable out-of-pocket expenses of the Escrow Agent. If the Escrow Agent incurs any out-of-pocket expenses or is requested to perform any extraordinary services hereunder, the County hereby agrees to reimburse the Escrow Agent for such out-of-pocket expenses and to pay reasonable fees to the Escrow Agent for such extraordinary services and to

reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services. It is expressly provided that the Escrow Agent shall look only to the County for the reimbursement of such out-of-pocket expenses and for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular, additional or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) **BOKF, N.A.**, serves as Paying Agent for the Defeased Certificates. By execution of the Consent to Escrow Agreement attached hereto, **BOKF, N.A.** agrees to continue to serve as Paying Agent for the life of the Defeased Certificates, and it will serve as Paying Agent for the Defeased Certificates for the compensation provided under the fee schedule currently in effect and it will look to the County directly for payment of its fees; and, in the event of nonpayment of such fees, the sole remedy of the Paying Agent shall be an action against the County for recovery of the fees owing under the paying agency agreement for which it serves.

7.04 Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should cease to be the Escrow Agent hereunder, a vacancy shall forthwith exist hereunder in the office of the Escrow Agent. Any successor Escrow Agent appointed by the County shall succeed, without further act, to all the rights, immunities, powers and trusts of the predecessor Escrow Agent hereunder. Any successor Escrow Agent must be qualified under the laws of the State of Texas to serve as an escrow agent and must be authorized to exercise corporate trust powers. No resignation or removal of the Escrow Agent and no early termination of this Agreement shall occur until a successor Escrow Agent has been appointed who is qualified to serve as Escrow Agent hereunder and who has accepted such appointment. Upon the request of any such successor Escrow Agent, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such immunities, rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee hereunder equal to the portion of such fee attributable to duties to be performed after the date of succession.

The Escrow Agent may resign at any time by giving written notice thereof to the County. If an instrument of acceptance by a successor Escrow Agent shall not have been delivered to the Escrow Agent within 60 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent.

## ARTICLE VIII

## MISCELLANEOUS

8.01 Notices. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by

registered or certified mail, postage prepaid addressed as follows:

To the Escrow Agent:

BOKF, N.A.
5956 Sherry Lane, Suite 900
Dallas, TX 75225

To the County:

Jefferson County, Texas
1149 Pearl, 4th Floor
Beaumont, TX 77701
ATTENTION: County Judge and County Auditor

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten days prior notice thereof.

8.02 Termination of Escrow Agent's Obligations. Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further obligations or responsibilities hereunder to the County, the holders of the Defeased Certificates or to any other person or persons in connection with this Escrow Agreement.

8.03 Binding Agreement. This Escrow Agreement shall be binding upon the County, and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the holders of the Defeased Certificates, the County, the Escrow Agent and their respective successors and legal representatives. This Escrow Agreement may not be modified except with the prior consent of the holders of all of the Defeased Certificates.

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

8.05 Governing Law. This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

8.06 Time of Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

8.07 Compliance With Texas Government Code.

(a) Iran, Sudan and Foreign Terrorist Organizations. The Escrow Agent represents that, as of the date of this Escrow Agreement, to the extent this Escrow Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Escrow Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent is an entity listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code.

(b) Verification Regarding Energy Company Boycotts. For the purposes of Section 2276.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), the Escrow Agent and the County acknowledge and agree that this Agreement has an aggregate value of less than $100,000, and in no event will the County pay the Escrow Agent in excess of $100,000 for its services.

(c) Verification Regarding Discrimination Against Firearm Entity or Trade Association. For purposes of Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), the Escrow Agent and the County acknowledge and agree that this Agreement has an aggregate value of less than $100,000, and in no event will the County pay the Escrow Agent in excess of $100,000 for its services.

EXECUTED effective as of the Escrow Funding Date as defined herein.

**BOKF, N.A., as Escrow Agent**

By: _____
Name: _____
Title: _____

**Jefferson County, Texas**

By: _____
County Judge

ATTEST:

_____
County Clerk
Jefferson County, Texas

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

(SEAL)

## CONSENT TO ESCROW AGREEMENT

Upon receipt of sufficient funds from the Escrow Agent, **BOKF, N.A.**, as Paying Agent for the Defeased Certificates (as defined in the foregoing Escrow Agreement), hereby acknowledges and consents to provide for the full and timely payment of the principal of and interest on such series of Defeased Certificates. **BOKF, N.A.** further consents to the management of the Escrow Fund by the Escrow Agent in accordance with the terms and conditions of the Escrow Agreement and agrees to be bound by the terms of the Escrow Agreement with respect to its obligations as a paying agent.

**BOKF, N.A.** agrees to continue to serve as Paying Agent for which it is now serving as Paying Agent, and it will serve as Paying Agent for each of the Series of the Defeased Certificates for the compensation provided under the fee schedule currently in effect and it will look to the County directly for payment of its fees; and, in the event of nonpayment of such fees, the sole remedy of the Paying Agent shall be an action against the County for recovery of the fees owing under the paying agency agreement for which it serves.

**BOKF, N.A., as Escrow Agent**

By: _____
Name: _____
Title: _____

## EXHIBIT "A"

### Scheduled of Defeased Certificates

JEFFERSON COUNTY, TEXAS
TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019

Original Issue Date: June 12, 2019
Redemption Date: As Stated Below

| Scheduled Maturity Date | Principal Called for Redemption | Interest Rate | Redemption Date | CUSIP No.* |
|---|---|---|---|---|
| 8/01/2035 | $925,000 | 3.000% | 8/01/2028 | 473502NH1 |
| 8/01/2036 | $950,000 | 3.000% | 8/01/2028 | 473502NJ7 |
| 8/01/2038 | $1,990,000 | 3.000% | 8/01/2028 | 473502NL2 |
| 8/01/2039 | $1,040,000 | 3.000% | 8/01/2028 | 473502NM0 |

**EXHIBIT "B"**

**See attached Fee Schedule**

| | |
|---|---|
| Escrow Agent Fee | $1,800.00 |
| Disbursement Fee | $ 200.00 |
| TOTAL | $12,000.00 |

**EXHIBIT "C"**

**See attached Verification Report.**

Defeasance Verification Report

**Jefferson County, Texas**

April 9, 2026

# Contents


| | |
|---|---|
| Letter | |
| Exhibit A | Schedule of Sources and Uses of Funds |
| Exhibit B | Escrow Account Cash Flow |
| Exhibit B-1 | Cash Receipts From and Yield on the SLGS |
| Exhibit B-2 | Debt Service Payments on the Defeased Certificates and<br>Debt Service Payments to Maturity on the Defeased Certificates |
| Appendix I | Applicable schedules provided by USCA Municipal Advisors, LLC |

Public Finance Partners

Jefferson County
1149 Pearl Street
Beaumont, Texas

Creighton, Fox, Johnson & Mills, PLLC
3535 Calder Avenue, Suite 310
Beaumont, Texas

Germer PLLC
500 Fannin, Suite 400
Beaumont, Texas

BOKF, NA
5956 Sherry Lane, Suite 1201
Dallas, Texas

USCA Municipal Advisors, LLC
4444 Westheimer Road, Suite G500
Houston, Texas

We have performed the procedures described in this report, at the request of Jefferson County, Texas (the "County") and USCA Municipal Advisors, LLC (the "Financial Advisor"), to verify the mathematical accuracy of certain computations contained in the schedules attached in Appendix I provided by the Financial Advisor. These procedures were performed solely to assist you relating to the County's Tax and Revenue Certificates of Obligation, Series 2019 (the "2019 Certificates") and the defeasance of a portion of the outstanding 2019 Certificates (the "Defeased Certificates") as summarized below.

| Series | Principal Issued | Dated | Principal Defeased | Maturities Defeased | Redemption Date | Redemption Price |
|---|---|---|---|---|---|---|
| 2019 | $15,395,000 | June 1, 2019 | $4,905,000 | 8-1-35, 8-1-36, 8-1-38 and 8-1-39 | 8-1-28 | 100% |

## VERIFICATION OF ESCROW ACCOUNT CASH FLOW SUFFICIENCY

The Financial Advisor provided us with schedules (Appendix I) summarizing the future escrow account cash receipts and disbursements. These schedules indicate that there will be sufficient cash available in the escrow account to pay the principal and interest on the Defeased Certificates assuming the Defeased Certificates will be redeemed on August 1, 2028 at 100 percent of par plus accrued interest.

The attached Exhibit A (Schedule of Sources and Uses of Funds) was prepared based upon information provided by the Financial Advisor.

As part of our engagement to recalculate the schedules attached as Appendix I, we prepared schedules attached hereto as Exhibits B through B-2 independently calculating the future escrow account cash receipts and disbursements and compared the information used in our calculations to the information listed below contained in applicable pages of the following documents:

- Subscription confirmation, dated March 19, 2026, and Schedule of U.S. Treasury Securities provided by the Financial Advisor used to acquire certain United States Treasury Securities - State and Local Government Series (the "SLGS") insofar as the SLGS are described as to the principal amounts, interest rates, maturity dates, issuance date and first interest payment date; and

- Order for the 2019 Certificates provided by the Financial Advisor insofar as the Defeased Certificates are described as to the maturity and interest payment dates, principal amounts, interest rates and optional redemption date and price.

In addition, we compared the interest rates for each maturity of the SLGS, as shown on the Schedule of U.S. Treasury Securities, with the maximum allowable interest rates shown on the Department of Treasury, Bureau of Public Debt, SLGS Table for use on March 19, 2026 and found that the interest rates were less than the maximum allowable interest rates for each maturity.

Our procedures, as summarized in Exhibits B through B-2, verified the mathematical accuracy of the schedules provided by the Financial Advisor summarizing the future escrow account cash receipts and disbursements. The schedules provided by the Financial Advisor and those prepared by us reflect that the anticipated receipts from the SLGS, together with an initial cash deposit of $1.39 to be deposited into the escrow account on April 9, 2026, will be sufficient to pay, when due, the principal and interest related to the Defeased Certificates assuming the Defeased Certificates will be redeemed on August 1, 2028 at 100 percent of par plus accrued interest.

## VERIFICATION OF YIELD

The Financial Advisor provided us with schedules (Appendix I) which indicate that the yield on the cash receipts from the SLGS is less than the yield on the 2019 Certificates. These schedules were prepared based on the assumed settlement date of April 9, 2026 using a 360-day year with interest compounded semi-annually. The term "yield", as used herein, means that yield which, when used in computing the present value of all payments of principal and interest to be received on an obligation produces an amount equal to, in the case of the cash receipts from the SLGS, the purchase price.

As part of our engagement to recalculate the schedules attached as Appendix I, we prepared a schedule attached hereto as Exhibit B-1 independently calculating the yield on the cash receipts from the SLGS. The result of our calculations, based on the aforementioned assumptions, is summarized below:

| | Yield | Exhibit |
|---|---|---|
| • Yield on the cash receipts from the SLGS | 2.548965% | B-1 |
| • Yield on the 2019 Certificates | 2.5594% | * |

* As shown on the Form 8038-G provided by Creighton, Fox, Johnson & Mills, PLLC.

Our procedures, as summarized in Exhibit B-1, verified the mathematical accuracy of the schedules provided by the Financial Advisor summarizing the yield. The schedules provided by the Financial Advisor and the schedule prepared by us reflect that the yield on the cash receipts from the SLGS is less than the yield on the 2019 Certificates.

* * * * * *

Public Finance Partners relied on the accuracy, completeness and reliability of all information provided to it by, and on all decisions and approvals of, the County. In addition, Public Finance Partners has relied on any information provided to it by the County's retained advisors, consultants or legal counsel.

This report is intended solely for the information and use of those to whom this letter is addressed and is not intended to be and should not be used by anyone other than these specified parties.

Public Finance Partners LLC

April 9, 2026

Exhibit A

**Jefferson County, Texas**

**SCHEDULE OF SOURCES AND USES OF FUNDS**

**April 9, 2026**

| | |
|---|---|
| SOURCES: | |
| County's cash contribution | $5,000,784.39 |
| | |
| USES: | |
| Purchase price of the SLGS | $4,982,033.00 |
| Beginning cash deposit to the escrow account | 1.39 |
| Costs of defeasance | 18,750.00 |
| | $5,000,784.39 |

Exhibit B

**Jefferson County, Texas**

**ESCROW ACCOUNT CASH FLOW**

| Dates | Cash receipts from SLGS (Exhibit B-1) | Debt service payments on Defeased Certificates (Exhibit B-2) | Cash balance |
|---|---|---|---|
| Cash deposit on April 9, 2026 | | | $1.39 |
| 08-01-26 | $73,575.60 | $73,575.00 | 1.99 |
| 02-01-27 | 73,574.87 | 73,575.00 | 1.86 |
| 08-01-27 | 73,574.32 | 73,575.00 | 1.18 |
| 02-01-28 | 73,575.76 | 73,575.00 | 1.94 |
| 08-01-28 | 4,978,574.05 | 4,978,575.00 | 0.99 |
| | $5,272,874.60 | $5,272,875.00 | |

Exhibit B-1

**Jefferson County, Texas**

**CASH RECEIPTS FROM AND YIELD ON THE SLGS**

| Receipt date | Principal | Interest rate | Interest | Cash receipts from SLGS | Present value on April 9, 2026 using a yield of 2.548965% |
|---|---|---|---|---|---|
| 08-01-26 | $33,760 | 2.453% | $39,815.60 | $73,575.60 | $72,998.10 |
| 02-01-27 | 10,557 | 2.466% | 63,017.87 | 73,574.87 | 72,078.75 |
| 08-01-27 | 10,769 | 2.499% | 62,805.32 | 73,574.32 | 71,171.14 |
| 02-01-28 | 10,905 | 2.544% | 62,670.76 | 73,575.76 | 70,276.87 |
| 08-01-28 | 4,916,042 | 2.544% | 62,532.05 | 4,978,574.05 | 4,695,508.14 |
| | $4,982,033 | | $290,841.60 | $5,272,874.60 | $4,982,033.00 |
| Purchase price of the SLGS | | | | | $4,982,033.00 |

The sum of the present values of the cash receipts from the SLGS on April 9, 2026, using a yield of 2.548965%, is equal to the purchase price of the SLGS.

**Jefferson County, Texas**

## DEBT SERVICE PAYMENTS ON THE DEFEASED CERTIFICATES AND DEBT SERVICE PAYMENTS TO MATURITY ON THE DEFEASED CERTIFICATES

| Date | Principal | Interest rate | Interest | Debt service payments |
|---|---|---|---|---|
| 08-01-26 | | | $73,575.00 | $73,575.00 |
| 02-01-27 | | | 73,575.00 | 73,575.00 |
| 08-01-27 | | | 73,575.00 | 73,575.00 |
| 02-01-28 | | | 73,575.00 | 73,575.00 |
| 08-01-28 | $4,905,000 | (1) | 73,575.00 | 4,978,575.00 |
| | $4,905,000 | | $367,875.00 | $5,272,875.00 |

(1) Actual maturity dates, principal amounts and interest rates are as follows:

| Date | Principal | Interest rate | Interest | Debt service payments to maturity |
|---|---|---|---|---|
| 08-01-26 | | | $73,575.00 | $73,575.00 |
| 02-01-27 | | | 73,575.00 | 73,575.00 |
| 08-01-27 | | | 73,575.00 | 73,575.00 |
| 02-01-28 | | | 73,575.00 | 73,575.00 |
| 08-01-28 | | | 73,575.00 | 73,575.00 |
| 02-01-29 | | | 73,575.00 | 73,575.00 |
| 08-01-29 | | | 73,575.00 | 73,575.00 |
| 02-01-30 | | | 73,575.00 | 73,575.00 |
| 08-01-30 | | | 73,575.00 | 73,575.00 |
| 02-01-31 | | | 73,575.00 | 73,575.00 |
| 08-01-31 | | | 73,575.00 | 73,575.00 |
| 02-01-32 | | | 73,575.00 | 73,575.00 |
| 08-01-32 | | | 73,575.00 | 73,575.00 |
| 02-01-33 | | | 73,575.00 | 73,575.00 |
| 08-01-33 | | | 73,575.00 | 73,575.00 |
| 02-01-34 | | | 73,575.00 | 73,575.00 |
| 08-01-34 | | | 73,575.00 | 73,575.00 |
| 02-01-35 | | | 73,575.00 | 73,575.00 |
| 08-01-35 | $925,000 | 3.000% | 73,575.00 | 998,575.00 |
| 02-01-36 | | | 59,700.00 | 59,700.00 |
| 08-01-36 | 950,000 | 3.000% | 59,700.00 | 1,009,700.00 |
| 02-01-37 | | | 45,450.00 | 45,450.00 |
| 08-01-37 | 980,000 | 3.000% | 45,450.00 | 1,025,450.00 |

**Jefferson County, Texas**

## DEBT SERVICE PAYMENTS ON THE DEFEASED CERTIFICATES AND DEBT SERVICE PAYMENTS TO MATURITY ON THE DEFEASED CERTIFICATES

| Date | Principal | Interest rate | Interest | Debt service payments to maturity |
|---|---|---|---|---|
| 02-01-38 | | | 30,750.00 | 30,750.00 |
| 08-01-38 | 1,010,000 | 3.000% | 30,750.00 | 1,040,750.00 |
| 02-01-39 | | | 15,600.00 | 15,600.00 |
| 08-01-39 | 1,040,000 | 3.000% | 15,600.00 | 1,055,600.00 |
| | $4,905,000 | | $1,700,925.00 | $6,605,925.00 |

# APPENDIX I

## Applicable schedules provided by USCA Municipal Advisors, LLC

SOURCES AND USES OF FUNDS

Jefferson County, Texas
Cash Defesance, 2026

| | |
|---|---|
| Dated Date | 04/09/2026 |
| Delivery Date | 04/09/2026 |

| | |
|---|---|
| **Sources:** | |
| Other Sources of Funds: | |
| County's Cash Contribution | 5,000,784.39 |
| | 5,000,784.39 |
| **Uses:** | |
| Refunding Escrow Deposits: | |
| Cash Deposit | 1.39 |
| SLGS Purchases | 4,982,033.00 |
| | 4,982,034.39 |
| Delivery Date Expenses: | |
| Cost of Issuance | 18,750.00 |
| | 5,000,784.39 |

ESCROW SUFFICIENCY

Jefferson County, Texas
Cash Defesance, 2026

Tax & Rev CO, Series 2019 (SER2019)

| Date | Escrow Requirement | Net Escrow Receipts | Excess Receipts | Excess Balance |
|---|---|---|---|---|
| 04/09/2026 | | 1.39 | 1.39 | 1.39 |
| 08/01/2026 | 73,575.00 | 73,575.59 | 0.59 | 1.98 |
| 02/01/2027 | 73,575.00 | 73,574.87 | -0.13 | 1.86 |
| 08/01/2027 | 73,575.00 | 73,574.32 | -0.68 | 1.18 |
| 02/01/2028 | 73,575.00 | 73,575.77 | 0.77 | 1.95 |
| 08/01/2028 | 4,978,575.00 | 4,978,574.05 | -0.95 | 1.00 |
| | 5,272,875.00 | 5,272,876.00 | 1.00 | |

## ESCROW CASH FLOW

Jefferson County, Texas
Cash Defesance, 2026

| Date | Principal | Interest | Net Escrow Receipts | Present Value to 04/09/2026 @ 2.5489651% |
|---|---|---|---|---|
| 08/01/2026 | 33,760.00 | 39,815.59 | 73,575.59 | 72,998.10 |
| 02/01/2027 | 10,557.00 | 63,017.87 | 73,574.87 | 72,078.75 |
| 08/01/2027 | 10,769.00 | 62,805.32 | 73,574.32 | 71,171.15 |
| 02/01/2028 | 10,905.00 | 62,670.77 | 73,575.77 | 70,276.88 |
| 08/01/2028 | 4,916,042.00 | 62,532.05 | 4,978,574.05 | 4,695,508.13 |
| | 4,982,033.00 | 290,841.61 | 5,272,874.61 | 4,982,033.00 |

### Escrow Cost Summary

| | |
|---|---|
| Purchase date | 04/09/2026 |
| Purchase cost of securities | 4,982,033.00 |
| Target for yield calculation | 4,982,033.00 |

## ESCROW COST

Jefferson County, Texas
Cash Defesance, 2026

| Type of Security | Maturity Date | Par Amount | Rate | Cost | Total Cost |
|---|---|---|---|---|---|
| SLGS | 08/01/2026 | 33,760 | 2.453% | 33,760 | 33,760.00 |
| SLGS | 02/01/2027 | 10,557 | 2.466% | 10,557 | 10,557.00 |
| SLGS | 08/01/2027 | 10,769 | 2.499% | 10,769 | 10,769.00 |
| SLGS | 02/01/2028 | 10,905 | 2.544% | 10,905 | 10,905.00 |
| SLGS | 08/01/2028 | 4,916,042 | 2.544% | 4,916,042 | 4,916,042.00 |
| | | 4,982,033 | | 4,982,033 | 4,982,033.00 |

| Purchase Date | Cost of Securities | Cash Deposit | Total Escrow Cost | Yield |
|---|---|---|---|---|
| 04/09/2026 | 4,982,033 | 1.39 | 4,982,034.39 | 2.548965% |
| | 4,982,033 | 1.39 | 4,982,034.39 | |

ESCROW DESCRIPTIONS

Jefferson County, Texas
Cash Defesance, 2026

| | Type of Security | Type of SLGS | Maturity Date | First Int Pmt Date | Par Amount | Rate | Max Rate |
|---|---|---|---|---|---|---|---|
| Apr 9, 2026: | | | | | | | |
| | SLGS | Certificate | 08/01/2026 | 08/01/2026 | 33,760 | 2.453% | 3.740% |
| | SLGS | Certificate | 02/01/2027 | 02/01/2027 | 10,557 | 2.466% | 3.760% |
| | SLGS | Note | 08/01/2027 | 08/01/2026 | 10,769 | 2.499% | 3.810% |
| | SLGS | Note | 02/01/2028 | 08/01/2026 | 10,905 | 2.544% | 3.880% |
| | SLGS | Note | 08/01/2028 | 08/01/2026 | 4,916,042 | 2.544% | 3.880% |
| | | | | | 4,982,033 | | |

SLGS Summary

| | |
|---|---|
| SLGS Rates File | 19MAR26 |
| Total Certificates of Indebtedness | 44,317.00 |
| Total Notes | 4,937,716.00 |
| Total original SLGS | 4,982,033.00 |

## ESCROW REQUIREMENTS

Jefferson County, Texas
Cash Defesance, 2026

| Period Ending | Interest | Principal Redeemed | Total |
|---|---|---|---|
| 08/01/2026 | 73,575.00 | | 73,575.00 |
| 02/01/2027 | 73,575.00 | | 73,575.00 |
| 08/01/2027 | 73,575.00 | | 73,575.00 |
| 02/01/2028 | 73,575.00 | | 73,575.00 |
| 08/01/2028 | 73,575.00 | 4,905,000 | 4,978,575.00 |
| | 367,875.00 | 4,905,000 | 5,272,875.00 |

## SUMMARY OF BONDS REFUNDED

Jefferson County, Texas
Cash Defesance, 2026

| Bond | Maturity Date | Interest Rate | Par Amount | Call Date | Call Price |
|---|---|---|---|---|---|
| Tax & Revenue Certificates of Obligation, Series 2019, CO2019, CO2019: | | | | | |
| | 08/01/2035 | 3.000% | 925,000 | 08/01/2028 | 100.000 |
| | 08/01/2036 | 3.000% | 950,000 | 08/01/2028 | 100.000 |
| | 08/01/2039 | 3.000% | 1,040,000 | 08/01/2028 | 100.000 |
| | | | 2,915,000 | | |
| Tax & Revenue Certificates of Obligation, Series 2019, CO2019, TERM2038: | | | | | |
| | 08/01/2037 | 3.000% | 980,000 | 08/01/2028 | 100.000 |
| | 08/01/2038 | 3.000% | 1,010,000 | 08/01/2028 | 100.000 |
| | | | 1,990,000 | | |
| | | | 4,905,000 | | |

PRIOR BOND DEBT SERVICE

Jefferson County, Texas
Cash Defesance, 2026

| Period Ending | Principal | Coupon | Interest | Debt Service |
|---|---|---|---|---|
| 09/30/2026 | | | 73,575 | 73,575 |
| 09/30/2027 | | | 147,150 | 147,150 |
| 09/30/2028 | | | 147,150 | 147,150 |
| 09/30/2029 | | | 147,150 | 147,150 |
| 09/30/2030 | | | 147,150 | 147,150 |
| 09/30/2031 | | | 147,150 | 147,150 |
| 09/30/2032 | | | 147,150 | 147,150 |
| 09/30/2033 | | | 147,150 | 147,150 |
| 09/30/2034 | | | 147,150 | 147,150 |
| 09/30/2035 | 925,000 | 3.000% | 147,150 | 1,072,150 |
| 09/30/2036 | 950,000 | 3.000% | 119,400 | 1,069,400 |
| 09/30/2037 | 980,000 | 3.000% | 90,900 | 1,070,900 |
| 09/30/2038 | 1,010,000 | 3.000% | 61,500 | 1,071,500 |
| 09/30/2039 | 1,040,000 | 3.000% | 31,200 | 1,071,200 |
| | 4,905,000 | | 1,700,925 | 6,605,925 |

# SOURCES AND USES OF FUNDS



SOURCES AND USES OF FUNDS

Jefferson County, Texas
Cash Defesance, 2026

| | |
|---|---|
| Dated Date | 04/09/2026 |
| Delivery Date | 04/09/2026 |

| Sources: | |
|---|---|
| Other Sources of Funds: | |
| County's Cash Contribution | 5,000,784.39 |
| | 5,000,784.39 |

| Uses: | |
|---|---|
| Refunding Escrow Deposits: | |
| Cash Deposit | 1.39 |
| SLGS Purchases | 4,982,033.00 |
| | 4,982,034.39 |
| Delivery Date Expenses: | |
| Cost of Issuance | 18,750.00 |
| | 5,000,784.39 |

THIS ESCROW AGREEMENT (the "Escrow Agreement") dated as of April 9, 2026 (the "Escrow Funding Date"), is made and entered into by and between Jefferson County, Texas, an political subdivision of the State of Texas organized and existing under the Constitution and laws of the State of Texas (the "County"), and **BOKF, N.A.**, a national banking association having a corporate trust office in Dallas, Texas, as escrow agent (together with any successor or assign in such capacity, the "Escrow Agent").

WHEREAS, the County has heretofore issued and there remains outstanding the County's Combination Tax and Revenue Certificates of Obligation, Series 2019 (the "Outstanding Obligations"), and the County desires to provide for the defeasance prior to maturity of certain maturities of the Outstanding Obligations in the aggregate principal amount of **$4,905,000**, as more particularly described in the Schedule of Defeased Certificates attached hereto as **Exhibit "A"** (the "Defeased Certificates"); and

WHEREAS, *Chapter 1207, Texas Government Code, as amended*, authorizes and empowers the County to deposit funds with the Paying Agent for the Defeased Certificates an amount which is sufficient to provide for the payment or redemption of the principal of and interest on the Defeased Certificates; and

WHEREAS, the Commissioners Court of the County has adopted an order authorizing the defeasance of the Defeased Certificates and authorizing, among other things, of providing the funds necessary to pay and defease the Defeased Certificates, thereby providing a net present value savings in debt service; and

WHEREAS, the County has provided pursuant to this Escrow Agreement for the application of funds of the County to provide for the payment of the Defeased Certificates; and

WHEREAS, the Commissioners Court of the County has further determined to effectuate the defeasance of the Defeased Certificates pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of the funds deposited hereunder with the Escrow Agent, so as to provide firm banking and financial arrangements for the discharge and final payment or redemption of the Defeased Certificates;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the full and timely payment of the principal of and the interest on the Defeased Certificates, the County and the Escrow Agent contract and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

1.01 Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

"County" shall mean **JEFFERSON COUNTY, TEXAS**, and any successor to its duties and functions.

"Escrow Agent" shall mean **BOKF, N.A.**, in its capacity as escrow agent hereunder, and any successor or assign in such capacity.

"Escrow Agreement" shall mean this escrow agreement by and between the County and the Escrow Agent, as it may be amended or supplemented from time to time.

"Escrow Fund" shall mean the fund created in Section 3.01 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

"Escrow Funding Date" shall mean the date on which the County deposits with the Escrow Agent the cash and Escrowed Securities described in Section 2.01.

"Escrowed Securities" shall mean the Restricted Acquired Obligations or other eligible securities purchased with the funds deposited into the Escrow Fund, all as more fully described in the Report.

"Paying Agent for the Defeased Certificates" shall mean **BOKF, N.A.**, and any successors thereto.

"Defeased Certificate Order" shall mean the County's order authorizing the issuance, sale and delivery of the Defeased Certificates.

"Defeased Certificates" shall mean certain maturities of the Outstanding Obligations, in the aggregate principal amount of $4,905,000, as more particularly identified and described in **Exhibit "A"** attached hereto and incorporated herein by reference.

"Defeasance Order" shall mean the County's Order adopted August 12, 2025, authorizing the defesance of the Defeased Certificates.

"Report" shall mean the verification report prepared by Public Finance Partners, LLC,

relating to the defeasance of the Defeased Certificates, a copy of which is attached hereto as **Exhibit "C"**.

"Restricted Acquired Obligations" shall mean the United States Treasury Securities - State and Local Government Series ("SLGS"), all as more fully described in the Report.

1.02 Interpretations. The titles and headings of the articles and sections of this Escrow Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Defeased Certificates in accordance with applicable law.

## ARTICLE II

## DEPOSIT OF FUNDS AND ESCROWED SECURITIES

2.01 Deposits with Escrow Agent; Acquisition of Escrowed Securities. On or before the Escrow Funding Date, the County will deposit, or cause to be deposited, with the Escrow Agent the following:

(a) Escrowed Securities described in the Report in the principal amount of **$4,982,033.00** purchased at a purchase price of **$4,982,033.00**, with a portion of the proceeds of the funds deposited with the Escrow Agent; and

(b) A beginning cash balance of **$1.39**.

## ARTICLE III

## CREATION AND OPERATION OF ESCROW FUND

3.01 Escrow Fund. On the Escrow Funding Date, the Escrow Agent will create on its books a special fund and irrevocable escrow to be known as "**Jefferson County, Texas 2026 Defeasance Escrow Fund**", into which will be deposited the cash and Escrowed Securities described in Section 2.01. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund shall be the property of the Escrow Fund, and shall be applied only in strict conformity with the terms and conditions hereof. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of and interest on the Defeased Certificates, which payment shall be made by timely transfers to the Paying Agent for the Defeased Certificates of such amounts at such times as are provided in Section 3.02 hereof. When the final transfers have been made to the Paying Agent for the Defeased Certificates for the payment of such principal of and interest on the Defeased Certificates, any balance then remaining in the Escrow

Fund shall be transferred to the County, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

3.02 Payment of Principal of and Interest on Defeased Certificates.

(a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Defeased Certificates from the cash balance from time to time on deposit in the Escrow Fund the amounts required to pay the principal of and interest on the Defeased Certificates as the same become due and payable, all as provided in the Report.

(b) Money transferred to and held by the Paying Agent for the Defeased Certificates in accordance with the provisions hereof shall be held by the Paying Agent for the Defeased Certificates as a segregated account for the respective holders of the Defeased Certificates in connection with which such money is held; provided, however, subject to the provisions of Title 6 of the Texas Property Code regarding Unclaimed Property, that money so held remaining unclaimed by the owners of such Defeased Certificates for three (3) years after the dates on which payment thereon was due, payable and available for payment shall be paid to the County (without liability for interest) to be used for any lawful purpose. Thereafter, neither the County, the Escrow Agent, the Paying Agent for the Defeased Certificates nor any other person shall be liable or responsible to any holders of such Defeased Certificates for any further payment of such unclaimed money or on account of any such Defeased Certificates.

(c) Except as provided in Article IV hereof, the County hereby covenants and agrees that it will not exercise any right that it may have to redeem any of the Defeased Certificates prior to their scheduled maturities.

(d) If the Escrow Agent learns that the Department of the Treasury or the Bureau of Fiscal Service will not, for any reason, accept a subscription of SLGS that is to be submitted pursuant to this Agreement, the Escrow Agent shall promptly request alternative written investment instructions from the County with respect to funds which were to be invested in SLGS. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent shall hold such funds uninvested and without liability for interest until receipt of further written instructions from the County. In the absence of investment instructions from the County, the Escrow Agent shall not be responsible for the investment of such funds or interest thereon. The Escrow Agent may conclusively rely upon the County's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

3.03 Sufficiency of Escrow Fund. The County represents (based solely upon the Report) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Defeased Certificates at the times and in

the amounts required to pay the interest on the Defeased Certificates as such interest comes due and to pay the principal of the Defeased Certificates as the Defeased Certificates mature or are redeemed. If any deficiency results from any error in the calculation of the report, the County shall transfer to the Escrow Agent for deposit to the Escrow Fund to be held pursuant to this Escrow Agreement an additional amount of cash or securities sufficient to provide for such deficiency which transfer shall be made from lawfully available funds.

3.04 Escrow Fund. The Escrow Agent at all times shall hold the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrow Agent agrees that any uninvested funds in the Escrow Fund shall be secured by collateral to the extent they are not insured by the FDIC. The Escrowed Securities and other assets of the Escrow Fund always shall be maintained by the Escrow Agent for the benefit of the holders of the Defeased Certificates; and a special account therefor evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The holders of the Defeased Certificates shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof and all other assets of the Escrow Fund as are enjoyed by other beneficiaries of similar accounts. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the County, and the Escrow Agent shall have no right or title with respect thereto except as escrow agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the County.

## ARTICLE IV

## REDEMPTION OF CERTAIN DEFEASED CERTIFICATES PRIOR TO MATURITY

4.01 Optional Redemption of Certain Defeased Certificates. The County has irrevocably exercised its option to call for redemption prior to maturity the Defeased Certificates as set forth below. Such optional redemption shall be carried out in accordance with the Defeased Certificates Order. The Escrow Agent is hereby authorized to provide funds therefor as set forth in Section 3.02(a) hereof.

| Certificates To Be Redeemed | Redemption Date |
|---|---|
| Jefferson County, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019, Maturities 2035, 2036, 2038 and 2039 | August 1, 2028 |

## ARTICLE V

## LIMITATION ON INVESTMENTS

5.01 General. Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder; or to make substitutions of the Escrowed Securities; or to sell, transfer or otherwise dispose of the Escrowed Securities, except for the purchase of the Escrowed Securities as described in the Report. The Escrow Agent shall not be responsible for losses made on investments made by it in accordance with the investment directions given to it hereunder.

5.02 Substitution of Securities. At the written request of the County, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Defeased Certificates or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America and which do not permit the redemption thereof at the option of the obligor. Any such transaction may be effected by the Escrow Agent only if (1) the Escrow Agent shall have received a new verification report together with a written opinion from a nationally recognized firm of certified public accountants acceptable to the County and the Escrow Agent that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal and interest on the remaining Defeased Certificates as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized Certificate counsel or tax counsel acceptable to the County and the Escrow Agent to the effect that such transaction will not cause any of the Refunding Certificates to be an "arbitrage Certificate" within the meaning of the Code, and that such transaction will not result in a violation of the laws of the State of Texas.

## ARTICLE VI

## RECORDS AND REPORTS

6.01 Records. The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the County and the holders of the Defeased Certificates.

6.02 Reports. For the period beginning on the Escrow Funding Date and ending on

**December 31, 2026**, and for each twelve (12) month period thereafter while this Agreement remains in effect, the Escrow Agent shall prepare and send to the County, at the County's request, within thirty (30) days following the end of such period a written report summarizing all transactions relating to the Escrow Fund during such period, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund to the Paying Agent for the Defeased Certificates or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

6.03 Notification. The Escrow Agent shall notify the County immediately if at any time during the term of this Escrow Agreement it determines that there is insufficient cash and Escrowed Securities in the Escrow Fund to provide for the transfer to the Paying Agent for the Defeased Certificates for timely payment of all interest on and principal of the Defeased Certificates.

## ARTICLE VII

## CONCERNING THE ESCROW AGENT

7.01 Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

7.02 Limitation on Liability. The Escrow Agent shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Escrow Agreement, and no implied covenants or obligations shall be read into this Escrow Agreement. Nothing herein contained shall relieve the Escrow Agent from liability for its own negligent action, negligent failure to act or willful misconduct, except that this sentence shall not be construed to limit the effect of the immediately preceding sentence. The Escrow Agent shall not incur any liability for any error of judgment made in good faith by a responsible officer thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts. The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, Certificate or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

The Escrow Agent is not a principal, participant or beneficiary of the underlying transaction to which this Escrow Agreement relates.

The liability of the Escrow Agent to transfer funds to the Paying Agent for the Defeased Certificates for the payments of the principal of and interest on the Defeased Certificates shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on

deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligor of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the County promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Refunding Certificates shall be taken as the statements of the County and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement.

The Escrow Agent makes no representation as to the value, condition or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the County thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters.

It is the intention of the County and the Escrow Agent that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the County with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Escrow Agreement. In determining the occurrence of any such event or contingency the Escrow Agent may request from the County or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with the County, among others, at any time.

In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness and accuracy of the statements, certificates, opinions, resolutions and other documents conforming to the requirements of this Escrow Agreement, and shall not be obligated to make any independent investigation with respect thereto.

To the full extent permitted by law, the County agrees to indemnify, defend and hold the Escrow Agent harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorneys' fees and expenses of defending itself against any claim or liability in connection with its performance hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability or expense resulting from its own negligence or willful misconduct. The Escrow Agent's right to indemnification shall survive its resignation or removal and the termination of this Agreement.

The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document between the other parties hereto, in connection herewith. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Escrow Agreement or any other agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THIS ESCROW AGREEMENT, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

The Escrow Agent shall have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Escrow Agent either in accordance with the advice of such counsel or in accordance with any opinion of counsel to the Issuer addressed and delivered to the Escrow Agent.

The Escrow Agent have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees.

The Escrow Agent shall have the right to accept and act upon instructions, including

funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder); provided, however, that the County shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the County whenever a person is to be added or deleted from the listing. If the County elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The County understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The County shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the County and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the County. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The County agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the County; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

7.03 Compensation.

(a) On the Escrow Funding Date, the County will pay the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Escrow Agreement, the sum of $ 2,000.00, in cash and in accordance with the fee schedule attached hereto as **Exhibit "B"**. This sum does not include the cost of publication, printing costs or reasonable out-of-pocket expenses of the Escrow Agent. If the Escrow Agent incurs any out-of-pocket expenses or is requested to perform any extraordinary services hereunder, the County hereby agrees to reimburse the Escrow Agent for such out-of-pocket expenses and to pay reasonable fees to the Escrow Agent for such extraordinary services and to

reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services. It is expressly provided that the Escrow Agent shall look only to the County for the reimbursement of such out-of-pocket expenses and for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular, additional or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) **BOKF, N.A.**, serves as Paying Agent for the Defeased Certificates. By execution of the Consent to Escrow Agreement attached hereto, **BOKF, N.A.** agrees to continue to serve as Paying Agent for the life of the Defeased Certificates, and it will serve as Paying Agent for the Defeased Certificates for the compensation provided under the fee schedule currently in effect and it will look to the County directly for payment of its fees; and, in the event of nonpayment of such fees, the sole remedy of the Paying Agent shall be an action against the County for recovery of the fees owing under the paying agency agreement for which it serves.

7.04 Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should cease to be the Escrow Agent hereunder, a vacancy shall forthwith exist hereunder in the office of the Escrow Agent. Any successor Escrow Agent appointed by the County shall succeed, without further act, to all the rights, immunities, powers and trusts of the predecessor Escrow Agent hereunder. Any successor Escrow Agent must be qualified under the laws of the State of Texas to serve as an escrow agent and must be authorized to exercise corporate trust powers. No resignation or removal of the Escrow Agent and no early termination of this Agreement shall occur until a successor Escrow Agent has been appointed who is qualified to serve as Escrow Agent hereunder and who has accepted such appointment. Upon the request of any such successor Escrow Agent, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such immunities, rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee hereunder equal to the portion of such fee attributable to duties to be performed after the date of succession.

The Escrow Agent may resign at any time by giving written notice thereof to the County. If an instrument of acceptance by a successor Escrow Agent shall not have been delivered to the Escrow Agent within 60 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent.

## ARTICLE VIII

## MISCELLANEOUS

8.01 Notices. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by

registered or certified mail, postage prepaid addressed as follows:

To the Escrow Agent:

BOKF, N.A.
5956 Sherry Lane, Suite 900
Dallas, TX 75225

To the County:

Jefferson County, Texas
1149 Pearl, 4th Floor
Beaumont, TX 77701
ATTENTION: County Judge and County Auditor

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten days prior notice thereof.

8.02 Termination of Escrow Agent's Obligations. Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further obligations or responsibilities hereunder to the County, the holders of the Defeased Certificates or to any other person or persons in connection with this Escrow Agreement.

8.03 Binding Agreement. This Escrow Agreement shall be binding upon the County, and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the holders of the Defeased Certificates, the County, the Escrow Agent and their respective successors and legal representatives. This Escrow Agreement may not be modified except with the prior consent of the holders of all of the Defeased Certificates.

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

8.05 Governing Law. This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

8.06 Time of Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

8.07 Compliance With Texas Government Code.

(a) Iran, Sudan and Foreign Terrorist Organizations. The Escrow Agent represents that, as of the date of this Escrow Agreement, to the extent this Escrow Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Escrow Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent is an entity listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code.

(b) Verification Regarding Energy Company Boycotts. For the purposes of Section 2276.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), the Escrow Agent and the County acknowledge and agree that this Agreement has an aggregate value of less than $100,000, and in no event will the County pay the Escrow Agent in excess of $100,000 for its services.

(c) Verification Regarding Discrimination Against Firearm Entity or Trade Association. For purposes of Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), the Escrow Agent and the County acknowledge and agree that this Agreement has an aggregate value of less than $100,000, and in no event will the County pay the Escrow Agent in excess of $100,000 for its services.

EXECUTED effective as of the Escrow Funding Date as defined herein.

**BOKF, N.A., as Escrow Agent**

By: _____
Name: Tony Hongnoi
Title: Vice President

**Jefferson County, Texas**

By: _____
County Judge

ATTEST:

_____
County Clerk
Jefferson County, Texas

(SEAL)

## CONSENT TO ESCROW AGREEMENT

Upon receipt of sufficient funds from the Escrow Agent, **BOKF, N.A.**, as Paying Agent for the Defeased Certificates (as defined in the foregoing Escrow Agreement), hereby acknowledges and consents to provide for the full and timely payment of the principal of and interest on such series of Defeased Certificates. **BOKF, N.A.** further consents to the management of the Escrow Fund by the Escrow Agent in accordance with the terms and conditions of the Escrow Agreement and agrees to be bound by the terms of the Escrow Agreement with respect to its obligations as a paying agent.

**BOKF, N.A.** agrees to continue to serve as Paying Agent for which it is now serving as Paying Agent, and it will serve as Paying Agent for each of the Series of the Defeased Certificates for the compensation provided under the fee schedule currently in effect and it will look to the County directly for payment of its fees; and, in the event of nonpayment of such fees, the sole remedy of the Paying Agent shall be an action against the County for recovery of the fees owing under the paying agency agreement for which it serves.

**BOKF, N.A., as Escrow Agent**

By: _____

Name: Tony Hongnoi

Title: Vice President

## EXHIBIT "A"

### Scheduled of Defeased Certificates

JEFFERSON COUNTY, TEXAS
TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019

Original Issue Date: June 12, 2019
Redemption Date: As Stated Below

| Scheduled Maturity Date | Principal Called for Redemption | Interest Rate | Redemption Date | CUSIP No.* |
|---|---|---|---|---|
| 8/01/2035 | $925,000 | 3.000% | 8/01/2028 | 473502NH1 |
| 8/01/2036 | $950,000 | 3.000% | 8/01/2028 | 473502NJ7 |
| 8/01/2038 | $1,990,000 | 3.000% | 8/01/2028 | 473502NL2 |
| 8/01/2039 | $1,040,000 | 3.000% | 8/01/2028 | 473502NM0 |

**EXHIBIT "B"**

**See attached Fee Schedule**

| | |
|---|---|
| Escrow Agent Fee | $1,800.00 |
| Disbursement Fee | $ 200.00 |
| TOTAL | $2,000.00 |

**EXHIBIT "C"**

**See attached Verification Report.**

Defeasance Verification Report

**Jefferson County, Texas**

April 9, 2026

# Contents


| | |
|---|---|
| Letter | |
| Exhibit A | Schedule of Sources and Uses of Funds |
| Exhibit B | Escrow Account Cash Flow |
| Exhibit B-1 | Cash Receipts From and Yield on the SLGS |
| Exhibit B-2 | Debt Service Payments on the Defeased Certificates and<br>Debt Service Payments to Maturity on the Defeased Certificates |
| Appendix I | Applicable schedules provided by USCA Municipal Advisors, LLC |

Public Finance Partners

Jefferson County
1149 Pearl Street
Beaumont, Texas

Creighton, Fox, Johnson & Mills, PLLC
3535 Calder Avenue, Suite 310
Beaumont, Texas

Germer PLLC
500 Fannin, Suite 400
Beaumont, Texas

BOKF, NA
5956 Sherry Lane, Suite 1201
Dallas, Texas

USCA Municipal Advisors, LLC
4444 Westheimer Road, Suite G500
Houston, Texas

We have performed the procedures described in this report, at the request of Jefferson County, Texas (the "County") and USCA Municipal Advisors, LLC (the "Financial Advisor"), to verify the mathematical accuracy of certain computations contained in the schedules attached in Appendix I provided by the Financial Advisor. These procedures were performed solely to assist you relating to the County's Tax and Revenue Certificates of Obligation, Series 2019 (the "2019 Certificates") and the defeasance of a portion of the outstanding 2019 Certificates (the "Defeased Certificates") as summarized below.

| Series | Principal Issued | Dated | Principal Defeased | Maturities Defeased | Redemption Date | Redemption Price |
|---|---|---|---|---|---|---|
| 2019 | $15,395,000 | June 1, 2019 | $4,905,000 | 8-1-35, 8-1-36, 8-1-38 and 8-1-39 | 8-1-28 | 100% |

## VERIFICATION OF ESCROW ACCOUNT CASH FLOW SUFFICIENCY

The Financial Advisor provided us with schedules (Appendix I) summarizing the future escrow account cash receipts and disbursements. These schedules indicate that there will be sufficient cash available in the escrow account to pay the principal and interest on the Defeased Certificates assuming the Defeased Certificates will be redeemed on August 1, 2028 at 100 percent of par plus accrued interest.

The attached Exhibit A (Schedule of Sources and Uses of Funds) was prepared based upon information provided by the Financial Advisor.

As part of our engagement to recalculate the schedules attached as Appendix I, we prepared schedules attached hereto as Exhibits B through B-2 independently calculating the future escrow account cash receipts and disbursements and compared the information used in our calculations to the information listed below contained in applicable pages of the following documents:

- Subscription confirmation, dated March 19, 2026, and Schedule of U.S. Treasury Securities provided by the Financial Advisor used to acquire certain United States Treasury Securities - State and Local Government Series (the "SLGS") insofar as the SLGS are described as to the principal amounts, interest rates, maturity dates, issuance date and first interest payment date; and

- Order for the 2019 Certificates provided by the Financial Advisor insofar as the Defeased Certificates are described as to the maturity and interest payment dates, principal amounts, interest rates and optional redemption date and price.

In addition, we compared the interest rates for each maturity of the SLGS, as shown on the Schedule of U.S. Treasury Securities, with the maximum allowable interest rates shown on the Department of Treasury, Bureau of Public Debt, SLGS Table for use on March 19, 2026 and found that the interest rates were less than the maximum allowable interest rates for each maturity.

Our procedures, as summarized in Exhibits B through B-2, verified the mathematical accuracy of the schedules provided by the Financial Advisor summarizing the future escrow account cash receipts and disbursements. The schedules provided by the Financial Advisor and those prepared by us reflect that the anticipated receipts from the SLGS, together with an initial cash deposit of $1.39 to be deposited into the escrow account on April 9, 2026, will be sufficient to pay, when due, the principal and interest related to the Defeased Certificates assuming the Defeased Certificates will be redeemed on August 1, 2028 at 100 percent of par plus accrued interest.

## VERIFICATION OF YIELD

The Financial Advisor provided us with schedules (Appendix I) which indicate that the yield on the cash receipts from the SLGS is less than the yield on the 2019 Certificates. These schedules were prepared based on the assumed settlement date of April 9, 2026 using a 360-day year with interest compounded semi-annually. The term "yield", as used herein, means that yield which, when used in computing the present value of all payments of principal and interest to be received on an obligation produces an amount equal to, in the case of the cash receipts from the SLGS, the purchase price.

As part of our engagement to recalculate the schedules attached as Appendix I, we prepared a schedule attached hereto as Exhibit B-1 independently calculating the yield on the cash receipts from the SLGS. The result of our calculations, based on the aforementioned assumptions, is summarized below:

| | Yield | Exhibit |
|---|---|---|
| • Yield on the cash receipts from the SLGS | 2.548965% | B-1 |
| • Yield on the 2019 Certificates | 2.5594% | * |

* As shown on the Form 8038-G provided by Creighton, Fox, Johnson & Mills, PLLC.

Our procedures, as summarized in Exhibit B-1, verified the mathematical accuracy of the schedules provided by the Financial Advisor summarizing the yield. The schedules provided by the Financial Advisor and the schedule prepared by us reflect that the yield on the cash receipts from the SLGS is less than the yield on the 2019 Certificates.

* * * * * *

Public Finance Partners relied on the accuracy, completeness and reliability of all information provided to it by, and on all decisions and approvals of, the County. In addition, Public Finance Partners has relied on any information provided to it by the County's retained advisors, consultants or legal counsel.

This report is intended solely for the information and use of those to whom this letter is addressed and is not intended to be and should not be used by anyone other than these specified parties.

Public Finance Partners LLC

April 9, 2026

Exhibit A

**Jefferson County, Texas**

**SCHEDULE OF SOURCES AND USES OF FUNDS**

**April 9, 2026**

| | |
|---|---|
| SOURCES: | |
| County's cash contribution | $5,000,784.39 |
| | |
| USES: | |
| Purchase price of the SLGS | $4,982,033.00 |
| Beginning cash deposit to the escrow account | 1.39 |
| Costs of defeasance | 18,750.00 |
| | $5,000,784.39 |

Exhibit B

**Jefferson County, Texas**

**ESCROW ACCOUNT CASH FLOW**

| Dates | Cash receipts from SLGS (Exhibit B-1) | Debt service payments on Defeased Certificates (Exhibit B-2) | Cash balance |
|---|---|---|---|
| Cash deposit on April 9, 2026 | | | $1.39 |
| 08-01-26 | $73,575.60 | $73,575.00 | 1.99 |
| 02-01-27 | 73,574.87 | 73,575.00 | 1.86 |
| 08-01-27 | 73,574.32 | 73,575.00 | 1.18 |
| 02-01-28 | 73,575.76 | 73,575.00 | 1.94 |
| 08-01-28 | 4,978,574.05 | 4,978,575.00 | 0.99 |
| | $5,272,874.60 | $5,272,875.00 | |

Exhibit B-1

**Jefferson County, Texas**

**CASH RECEIPTS FROM AND YIELD ON THE SLGS**

| Receipt date | Principal | Interest rate | Interest | Cash receipts from SLGS | Present value on April 9, 2026 using a yield of 2.548965% |
|---|---|---|---|---|---|
| 08-01-26 | $33,760 | 2.453% | $39,815.60 | $73,575.60 | $72,998.10 |
| 02-01-27 | 10,557 | 2.466% | 63,017.87 | 73,574.87 | 72,078.75 |
| 08-01-27 | 10,769 | 2.499% | 62,805.32 | 73,574.32 | 71,171.14 |
| 02-01-28 | 10,905 | 2.544% | 62,670.76 | 73,575.76 | 70,276.87 |
| 08-01-28 | 4,916,042 | 2.544% | 62,532.05 | 4,978,574.05 | 4,695,508.14 |
| | $4,982,033 | | $290,841.60 | $5,272,874.60 | $4,982,033.00 |
| Purchase price of the SLGS | | | | | $4,982,033.00 |

The sum of the present values of the cash receipts from the SLGS on April 9, 2026, using a yield of 2.548965%, is equal to the purchase price of the SLGS.

**Jefferson County, Texas**

## DEBT SERVICE PAYMENTS ON THE DEFEASED CERTIFICATES AND DEBT SERVICE PAYMENTS TO MATURITY ON THE DEFEASED CERTIFICATES

| Date | Principal | Interest rate | Interest | Debt service payments |
|---|---|---|---|---|
| 08-01-26 | | | $73,575.00 | $73,575.00 |
| 02-01-27 | | | 73,575.00 | 73,575.00 |
| 08-01-27 | | | 73,575.00 | 73,575.00 |
| 02-01-28 | | | 73,575.00 | 73,575.00 |
| 08-01-28 | $4,905,000 | (1) | 73,575.00 | 4,978,575.00 |
| | $4,905,000 | | $367,875.00 | $5,272,875.00 |

(1) Actual maturity dates, principal amounts and interest rates are as follows:

| Date | Principal | Interest rate | Interest | Debt service payments to maturity |
|---|---|---|---|---|
| 08-01-26 | | | $73,575.00 | $73,575.00 |
| 02-01-27 | | | 73,575.00 | 73,575.00 |
| 08-01-27 | | | 73,575.00 | 73,575.00 |
| 02-01-28 | | | 73,575.00 | 73,575.00 |
| 08-01-28 | | | 73,575.00 | 73,575.00 |
| 02-01-29 | | | 73,575.00 | 73,575.00 |
| 08-01-29 | | | 73,575.00 | 73,575.00 |
| 02-01-30 | | | 73,575.00 | 73,575.00 |
| 08-01-30 | | | 73,575.00 | 73,575.00 |
| 02-01-31 | | | 73,575.00 | 73,575.00 |
| 08-01-31 | | | 73,575.00 | 73,575.00 |
| 02-01-32 | | | 73,575.00 | 73,575.00 |
| 08-01-32 | | | 73,575.00 | 73,575.00 |
| 02-01-33 | | | 73,575.00 | 73,575.00 |
| 08-01-33 | | | 73,575.00 | 73,575.00 |
| 02-01-34 | | | 73,575.00 | 73,575.00 |
| 08-01-34 | | | 73,575.00 | 73,575.00 |
| 02-01-35 | | | 73,575.00 | 73,575.00 |
| 08-01-35 | $925,000 | 3.000% | 73,575.00 | 998,575.00 |
| 02-01-36 | | | 59,700.00 | 59,700.00 |
| 08-01-36 | 950,000 | 3.000% | 59,700.00 | 1,009,700.00 |
| 02-01-37 | | | 45,450.00 | 45,450.00 |
| 08-01-37 | 980,000 | 3.000% | 45,450.00 | 1,025,450.00 |

**Jefferson County, Texas**

## DEBT SERVICE PAYMENTS ON THE DEFEASED CERTIFICATES AND DEBT SERVICE PAYMENTS TO MATURITY ON THE DEFEASED CERTIFICATES

| Date | Principal | Interest rate | Interest | Debt service payments to maturity |
|---|---|---|---|---|
| 02-01-38 | | | 30,750.00 | 30,750.00 |
| 08-01-38 | 1,010,000 | 3.000% | 30,750.00 | 1,040,750.00 |
| 02-01-39 | | | 15,600.00 | 15,600.00 |
| 08-01-39 | 1,040,000 | 3.000% | 15,600.00 | 1,055,600.00 |
| | $4,905,000 | | $1,700,925.00 | $6,605,925.00 |

# APPENDIX I

## Applicable schedules provided by USCA Municipal Advisors, LLC

SOURCES AND USES OF FUNDS

Jefferson County, Texas
Cash Defesance, 2026

| | |
|---|---|
| Dated Date | 04/09/2026 |
| Delivery Date | 04/09/2026 |

| | |
|---|---|
| **Sources:** | |
| Other Sources of Funds: | |
| County's Cash Contribution | 5,000,784.39 |
| | 5,000,784.39 |
| **Uses:** | |
| Refunding Escrow Deposits: | |
| Cash Deposit | 1.39 |
| SLGS Purchases | 4,982,033.00 |
| | 4,982,034.39 |
| Delivery Date Expenses: | |
| Cost of Issuance | 18,750.00 |
| | 5,000,784.39 |

## ESCROW SUFFICIENCY

Jefferson County, Texas
Cash Defesance, 2026

Tax & Rev CO, Series 2019 (SER2019)

| Date | Escrow Requirement | Net Escrow Receipts | Excess Receipts | Excess Balance |
|---|---|---|---|---|
| 04/09/2026 | | 1.39 | 1.39 | 1.39 |
| 08/01/2026 | 73,575.00 | 73,575.59 | 0.59 | 1.98 |
| 02/01/2027 | 73,575.00 | 73,574.87 | -0.13 | 1.86 |
| 08/01/2027 | 73,575.00 | 73,574.32 | -0.68 | 1.18 |
| 02/01/2028 | 73,575.00 | 73,575.77 | 0.77 | 1.95 |
| 08/01/2028 | 4,978,575.00 | 4,978,574.05 | -0.95 | 1.00 |
| | 5,272,875.00 | 5,272,876.00 | 1.00 | |

## ESCROW CASH FLOW

Jefferson County, Texas
Cash Defesance, 2026

| Date | Principal | Interest | Net Escrow Receipts | Present Value to 04/09/2026 @ 2.5489651% |
|---|---|---|---|---|
| 08/01/2026 | 33,760.00 | 39,815.59 | 73,575.59 | 72,998.10 |
| 02/01/2027 | 10,557.00 | 63,017.87 | 73,574.87 | 72,078.75 |
| 08/01/2027 | 10,769.00 | 62,805.32 | 73,574.32 | 71,171.15 |
| 02/01/2028 | 10,905.00 | 62,670.77 | 73,575.77 | 70,276.88 |
| 08/01/2028 | 4,916,042.00 | 62,532.05 | 4,978,574.05 | 4,695,508.13 |
| | 4,982,033.00 | 290,841.61 | 5,272,874.61 | 4,982,033.00 |

### Escrow Cost Summary

| | |
|---|---|
| Purchase date | 04/09/2026 |
| Purchase cost of securities | 4,982,033.00 |
| Target for yield calculation | 4,982,033.00 |

## ESCROW COST

Jefferson County, Texas
Cash Defesance, 2026

| Type of Security | Maturity Date | Par Amount | Rate | Cost | Total Cost |
|---|---|---|---|---|---|
| SLGS | 08/01/2026 | 33,760 | 2.453% | 33,760 | 33,760.00 |
| SLGS | 02/01/2027 | 10,557 | 2.466% | 10,557 | 10,557.00 |
| SLGS | 08/01/2027 | 10,769 | 2.499% | 10,769 | 10,769.00 |
| SLGS | 02/01/2028 | 10,905 | 2.544% | 10,905 | 10,905.00 |
| SLGS | 08/01/2028 | 4,916,042 | 2.544% | 4,916,042 | 4,916,042.00 |
| | | 4,982,033 | | 4,982,033 | 4,982,033.00 |

| Purchase Date | Cost of Securities | Cash Deposit | Total Escrow Cost | Yield |
|---|---|---|---|---|
| 04/09/2026 | 4,982,033 | 1.39 | 4,982,034.39 | 2.548965% |
| | 4,982,033 | 1.39 | 4,982,034.39 | |

## ESCROW DESCRIPTIONS

Jefferson County, Texas
Cash Defesance, 2026

| | Type of Security | Type of SLGS | Maturity Date | First Int Pmt Date | Par Amount | Rate | Max Rate |
|---|---|---|---|---|---|---|---|
| Apr 9, 2026: | | | | | | | |
| | SLGS | Certificate | 08/01/2026 | 08/01/2026 | 33,760 | 2.453% | 3.740% |
| | SLGS | Certificate | 02/01/2027 | 02/01/2027 | 10,557 | 2.466% | 3.760% |
| | SLGS | Note | 08/01/2027 | 08/01/2026 | 10,769 | 2.499% | 3.810% |
| | SLGS | Note | 02/01/2028 | 08/01/2026 | 10,905 | 2.544% | 3.880% |
| | SLGS | Note | 08/01/2028 | 08/01/2026 | 4,916,042 | 2.544% | 3.880% |
| | | | | | 4,982,033 | | |

SLGS Summary

| | |
|---|---|
| SLGS Rates File | 19MAR26 |
| Total Certificates of Indebtedness | 44,317.00 |
| Total Notes | 4,937,716.00 |
| Total original SLGS | 4,982,033.00 |

## ESCROW REQUIREMENTS

Jefferson County, Texas
Cash Defesance, 2026

| Period Ending | Interest | Principal Redeemed | Total |
|---|---|---|---|
| 08/01/2026 | 73,575.00 | | 73,575.00 |
| 02/01/2027 | 73,575.00 | | 73,575.00 |
| 08/01/2027 | 73,575.00 | | 73,575.00 |
| 02/01/2028 | 73,575.00 | | 73,575.00 |
| 08/01/2028 | 73,575.00 | 4,905,000 | 4,978,575.00 |
| | 367,875.00 | 4,905,000 | 5,272,875.00 |

## SUMMARY OF BONDS REFUNDED

Jefferson County, Texas
Cash Defesance, 2026

| Bond | Maturity Date | Interest Rate | Par Amount | Call Date | Call Price |
|---|---|---|---|---|---|
| Tax & Revenue Certificates of Obligation, Series 2019, CO2019, CO2019: | | | | | |
| | 08/01/2035 | 3.000% | 925,000 | 08/01/2028 | 100.000 |
| | 08/01/2036 | 3.000% | 950,000 | 08/01/2028 | 100.000 |
| | 08/01/2039 | 3.000% | 1,040,000 | 08/01/2028 | 100.000 |
| | | | 2,915,000 | | |
| Tax & Revenue Certificates of Obligation, Series 2019, CO2019, TERM2038: | | | | | |
| | 08/01/2037 | 3.000% | 980,000 | 08/01/2028 | 100.000 |
| | 08/01/2038 | 3.000% | 1,010,000 | 08/01/2028 | 100.000 |
| | | | 1,990,000 | | |
| | | | 4,905,000 | | |

## PRIOR BOND DEBT SERVICE

Jefferson County, Texas
Cash Defesance, 2026

| Period Ending | Principal | Coupon | Interest | Debt Service |
|---|---|---|---|---|
| 09/30/2026 | | | 73,575 | 73,575 |
| 09/30/2027 | | | 147,150 | 147,150 |
| 09/30/2028 | | | 147,150 | 147,150 |
| 09/30/2029 | | | 147,150 | 147,150 |
| 09/30/2030 | | | 147,150 | 147,150 |
| 09/30/2031 | | | 147,150 | 147,150 |
| 09/30/2032 | | | 147,150 | 147,150 |
| 09/30/2033 | | | 147,150 | 147,150 |
| 09/30/2034 | | | 147,150 | 147,150 |
| 09/30/2035 | 925,000 | 3.000% | 147,150 | 1,072,150 |
| 09/30/2036 | 950,000 | 3.000% | 119,400 | 1,069,400 |
| 09/30/2037 | 980,000 | 3.000% | 90,900 | 1,070,900 |
| 09/30/2038 | 1,010,000 | 3.000% | 61,500 | 1,071,500 |
| 09/30/2039 | 1,040,000 | 3.000% | 31,200 | 1,071,200 |
| | 4,905,000 | | 1,700,925 | 6,605,925 |

Defeasance Verification Report

# Jefferson County, Texas

April 9, 2026

# Contents


| | |
|---|---|
| Letter | |
| Exhibit A | Schedule of Sources and Uses of Funds |
| Exhibit B | Escrow Account Cash Flow |
| Exhibit B-1 | Cash Receipts From and Yield on the SLGS |
| Exhibit B-2 | Debt Service Payments on the Defeased Certificates and<br>Debt Service Payments to Maturity on the Defeased Certificates |
| Appendix I | Applicable schedules provided by USCA Municipal Advisors, LLC |

Public Finance Partners

Jefferson County
1149 Pearl Street
Beaumont, Texas

Creighton, Fox, Johnson & Mills, PLLC
3535 Calder Avenue, Suite 310
Beaumont, Texas

Germer PLLC
500 Fannin, Suite 400
Beaumont, Texas

BOKF, NA
5956 Sherry Lane, Suite 1201
Dallas, Texas

USCA Municipal Advisors, LLC
4444 Westheimer Road, Suite G500
Houston, Texas

We have performed the procedures described in this report, at the request of Jefferson County, Texas (the "County") and USCA Municipal Advisors, LLC (the "Financial Advisor"), to verify the mathematical accuracy of certain computations contained in the schedules attached in Appendix I provided by the Financial Advisor. These procedures were performed solely to assist you relating to the County's Tax and Revenue Certificates of Obligation, Series 2019 (the "2019 Certificates") and the defeasance of a portion of the outstanding 2019 Certificates (the "Defeased Certificates") as summarized below.

| Series | Principal Issued | Dated | Principal Defeased | Maturities Defeased | Redemption Date | Redemption Price |
|---|---|---|---|---|---|---|
| 2019 | $15,395,000 | June 1, 2019 | $4,905,000 | 8-1-35, 8-1-36, 8-1-38 and 8-1-39 | 8-1-28 | 100% |

VERIFICATION OF ESCROW ACCOUNT CASH FLOW SUFFICIENCY

The Financial Advisor provided us with schedules (Appendix I) summarizing the future escrow account cash receipts and disbursements. These schedules indicate that there will be sufficient cash available in the escrow account to pay the principal and interest on the Defeased Certificates assuming the Defeased Certificates will be redeemed on August 1, 2028 at 100 percent of par plus accrued interest.

The attached Exhibit A (Schedule of Sources and Uses of Funds) was prepared based upon information provided by the Financial Advisor.

As part of our engagement to recalculate the schedules attached as Appendix I, we prepared schedules attached hereto as Exhibits B through B-2 independently calculating the future escrow account cash receipts and disbursements and compared the information used in our calculations to the information listed below contained in applicable pages of the following documents:

- Subscription confirmation, dated March 19, 2026, and Schedule of U.S. Treasury Securities provided by the Financial Advisor used to acquire certain United States Treasury Securities - State and Local Government Series (the "SLGS") insofar as the SLGS are described as to the principal amounts, interest rates, maturity dates, issuance date and first interest payment date; and

- Order for the 2019 Certificates provided by the Financial Advisor insofar as the Defeased Certificates are described as to the maturity and interest payment dates, principal amounts, interest rates and optional redemption date and price.

In addition, we compared the interest rates for each maturity of the SLGS, as shown on the Schedule of U.S. Treasury Securities, with the maximum allowable interest rates shown on the Department of Treasury, Bureau of Public Debt, SLGS Table for use on March 19, 2026 and found that the interest rates were less than the maximum allowable interest rates for each maturity.

Our procedures, as summarized in Exhibits B through B-2, verified the mathematical accuracy of the schedules provided by the Financial Advisor summarizing the future escrow account cash receipts and disbursements. The schedules provided by the Financial Advisor and those prepared by us reflect that the anticipated receipts from the SLGS, together with an initial cash deposit of $1.39 to be deposited into the escrow account on April 9, 2026, will be sufficient to pay, when due, the principal and interest related to the Defeased Certificates assuming the Defeased Certificates will be redeemed on August 1, 2028 at 100 percent of par plus accrued interest.

VERIFICATION OF YIELD

The Financial Advisor provided us with schedules (Appendix I) which indicate that the yield on the cash receipts from the SLGS is less than the yield on the 2019 Certificates. These schedules were prepared based on the assumed settlement date of April 9, 2026 using a 360-day year with interest compounded semi-annually. The term "yield", as used herein, means that yield which, when used in computing the present value of all payments of principal and interest to be received on an obligation produces an amount equal to, in the case of the cash receipts from the SLGS, the purchase price.

As part of our engagement to recalculate the schedules attached as Appendix I, we prepared a schedule attached hereto as Exhibit B-1 independently calculating the yield on the cash receipts from the SLGS. The result of our calculations, based on the aforementioned assumptions, is summarized below:

| | Yield | Exhibit |
|---|---|---|
| • Yield on the cash receipts from the SLGS | 2.548965% | B-1 |
| • Yield on the 2019 Certificates | 2.5594% | * |

* As shown on the Form 8038-G provided by Creighton, Fox, Johnson & Mills, PLLC.

Our procedures, as summarized in Exhibit B-1, verified the mathematical accuracy of the schedules provided by the Financial Advisor summarizing the yield. The schedules provided by the Financial Advisor and the schedule prepared by us reflect that the yield on the cash receipts from the SLGS is less than the yield on the 2019 Certificates.

* * * * * *

Public Finance Partners relied on the accuracy, completeness and reliability of all information provided to it by, and on all decisions and approvals of, the County. In addition, Public Finance Partners has relied on any information provided to it by the County's retained advisors, consultants or legal counsel.

This report is intended solely for the information and use of those to whom this letter is addressed and is not intended to be and should not be used by anyone other than these specified parties.

Public Finance Partners LLC

April 9, 2026

Exhibit A

**Jefferson County, Texas**

**SCHEDULE OF SOURCES AND USES OF FUNDS**

**April 9, 2026**

| | |
|---|---|
| SOURCES: | |
| County's cash contribution | $5,000,784.39 |
| | |
| USES: | |
| Purchase price of the SLGS | $4,982,033.00 |
| Beginning cash deposit to the escrow account | 1.39 |
| Costs of defeasance | 18,750.00 |
| | $5,000,784.39 |

Exhibit B

**Jefferson County, Texas**

**ESCROW ACCOUNT CASH FLOW**

| Dates | Cash receipts from SLGS (Exhibit B-1) | Debt service payments on Defeased Certificates (Exhibit B-2) | Cash balance |
|---|---|---|---|
| Cash deposit on April 9, 2026 | | | $1.39 |
| 08-01-26 | $73,575.60 | $73,575.00 | 1.99 |
| 02-01-27 | 73,574.87 | 73,575.00 | 1.86 |
| 08-01-27 | 73,574.32 | 73,575.00 | 1.18 |
| 02-01-28 | 73,575.76 | 73,575.00 | 1.94 |
| 08-01-28 | 4,978,574.05 | 4,978,575.00 | 0.99 |
| | $5,272,874.60 | $5,272,875.00 | |

Exhibit B-1

**Jefferson County, Texas**

**CASH RECEIPTS FROM AND YIELD ON THE SLGS**

| Receipt date | Principal | Interest rate | Interest | Cash receipts from SLGS | Present value on April 9, 2026 using a yield of 2.548965% |
|---|---|---|---|---|---|
| 08-01-26 | $33,760 | 2.453% | $39,815.60 | $73,575.60 | $72,998.10 |
| 02-01-27 | 10,557 | 2.466% | 63,017.87 | 73,574.87 | 72,078.75 |
| 08-01-27 | 10,769 | 2.499% | 62,805.32 | 73,574.32 | 71,171.14 |
| 02-01-28 | 10,905 | 2.544% | 62,670.76 | 73,575.76 | 70,276.87 |
| 08-01-28 | 4,916,042 | 2.544% | 62,532.05 | 4,978,574.05 | 4,695,508.14 |
| | $4,982,033 | | $290,841.60 | $5,272,874.60 | $4,982,033.00 |
| Purchase price of the SLGS | | | | | $4,982,033.00 |

The sum of the present values of the cash receipts from the SLGS on April 9, 2026, using a yield of 2.548965%, is equal to the purchase price of the SLGS.

**Jefferson County, Texas**

**DEBT SERVICE PAYMENTS ON THE DEFEASED CERTIFICATES AND DEBT SERVICE PAYMENTS TO MATURITY ON THE DEFEASED CERTIFICATES**

| Date | Principal | Interest rate | Interest | Debt service payments |
|---|---|---|---|---|
| 08-01-26 | | | $73,575.00 | $73,575.00 |
| 02-01-27 | | | 73,575.00 | 73,575.00 |
| 08-01-27 | | | 73,575.00 | 73,575.00 |
| 02-01-28 | | | 73,575.00 | 73,575.00 |
| 08-01-28 | $4,905,000 | (1) | 73,575.00 | 4,978,575.00 |
| | $4,905,000 | | $367,875.00 | $5,272,875.00 |

(1) Actual maturity dates, principal amounts and interest rates are as follows:

| Date | Principal | Interest rate | Interest | Debt service payments to maturity |
|---|---|---|---|---|
| 08-01-26 | | | $73,575.00 | $73,575.00 |
| 02-01-27 | | | 73,575.00 | 73,575.00 |
| 08-01-27 | | | 73,575.00 | 73,575.00 |
| 02-01-28 | | | 73,575.00 | 73,575.00 |
| 08-01-28 | | | 73,575.00 | 73,575.00 |
| 02-01-29 | | | 73,575.00 | 73,575.00 |
| 08-01-29 | | | 73,575.00 | 73,575.00 |
| 02-01-30 | | | 73,575.00 | 73,575.00 |
| 08-01-30 | | | 73,575.00 | 73,575.00 |
| 02-01-31 | | | 73,575.00 | 73,575.00 |
| 08-01-31 | | | 73,575.00 | 73,575.00 |
| 02-01-32 | | | 73,575.00 | 73,575.00 |
| 08-01-32 | | | 73,575.00 | 73,575.00 |
| 02-01-33 | | | 73,575.00 | 73,575.00 |
| 08-01-33 | | | 73,575.00 | 73,575.00 |
| 02-01-34 | | | 73,575.00 | 73,575.00 |
| 08-01-34 | | | 73,575.00 | 73,575.00 |
| 02-01-35 | | | 73,575.00 | 73,575.00 |
| 08-01-35 | $925,000 | 3.000% | 73,575.00 | 998,575.00 |
| 02-01-36 | | | 59,700.00 | 59,700.00 |
| 08-01-36 | 950,000 | 3.000% | 59,700.00 | 1,009,700.00 |
| 02-01-37 | | | 45,450.00 | 45,450.00 |
| 08-01-37 | 980,000 | 3.000% | 45,450.00 | 1,025,450.00 |

**Jefferson County, Texas**

**DEBT SERVICE PAYMENTS ON THE DEFEASED CERTIFICATES AND DEBT SERVICE PAYMENTS TO MATURITY ON THE DEFEASED CERTIFICATES**

| Date | Principal | Interest rate | Interest | Debt service payments to maturity |
|---|---|---|---|---|
| 02-01-38 | | | 30,750.00 | 30,750.00 |
| 08-01-38 | 1,010,000 | 3.000% | 30,750.00 | 1,040,750.00 |
| 02-01-39 | | | 15,600.00 | 15,600.00 |
| 08-01-39 | 1,040,000 | 3.000% | 15,600.00 | 1,055,600.00 |
| | $4,905,000 | | $1,700,925.00 | $6,605,925.00 |

# APPENDIX I

## Applicable schedules provided by USCA Municipal Advisors, LLC

SOURCES AND USES OF FUNDS

Jefferson County, Texas
Cash Defesance, 2026

| | |
|---|---|
| Dated Date | 04/09/2026 |
| Delivery Date | 04/09/2026 |

| | |
|---|---|
| Sources: | |
| Other Sources of Funds: | |
| County's Cash Contribution | 5,000,784.39 |
| | 5,000,784.39 |
| Uses: | |
| Refunding Escrow Deposits: | |
| Cash Deposit | 1.39 |
| SLGS Purchases | 4,982,033.00 |
| | 4,982,034.39 |
| Delivery Date Expenses: | |
| Cost of Issuance | 18,750.00 |
| | 5,000,784.39 |

ESCROW SUFFICIENCY

Jefferson County, Texas
Cash Defesance, 2026

Tax & Rev CO, Series 2019 (SER2019)

| Date | Escrow Requirement | Net Escrow Receipts | Excess Receipts | Excess Balance |
|---|---|---|---|---|
| 04/09/2026 | | 1.39 | 1.39 | 1.39 |
| 08/01/2026 | 73,575.00 | 73,575.59 | 0.59 | 1.98 |
| 02/01/2027 | 73,575.00 | 73,574.87 | -0.13 | 1.86 |
| 08/01/2027 | 73,575.00 | 73,574.32 | -0.68 | 1.18 |
| 02/01/2028 | 73,575.00 | 73,575.77 | 0.77 | 1.95 |
| 08/01/2028 | 4,978,575.00 | 4,978,574.05 | -0.95 | 1.00 |
| | 5,272,875.00 | 5,272,876.00 | 1.00 | |

ESCROW CASH FLOW

Jefferson County, Texas
Cash Defesance, 2026

| Date | Principal | Interest | Net Escrow Receipts | Present Value to 04/09/2026 @ 2.5489651% |
|---|---|---|---|---|
| 08/01/2026 | 33,760.00 | 39,815.59 | 73,575.59 | 72,998.10 |
| 02/01/2027 | 10,557.00 | 63,017.87 | 73,574.87 | 72,078.75 |
| 08/01/2027 | 10,769.00 | 62,805.32 | 73,574.32 | 71,171.15 |
| 02/01/2028 | 10,905.00 | 62,670.77 | 73,575.77 | 70,276.88 |
| 08/01/2028 | 4,916,042.00 | 62,532.05 | 4,978,574.05 | 4,695,508.13 |
| | 4,982,033.00 | 290,841.61 | 5,272,874.61 | 4,982,033.00 |

Escrow Cost Summary

| | |
|---|---|
| Purchase date | 04/09/2026 |
| Purchase cost of securities | 4,982,033.00 |
| Target for yield calculation | 4,982,033.00 |

ESCROW COST

Jefferson County, Texas
Cash Defesance, 2026

| Type of Security | Maturity Date | Par Amount | Rate | Cost | Total Cost |
|---|---|---|---|---|---|
| SLGS | 08/01/2026 | 33,760 | 2.453% | 33,760 | 33,760.00 |
| SLGS | 02/01/2027 | 10,557 | 2.466% | 10,557 | 10,557.00 |
| SLGS | 08/01/2027 | 10,769 | 2.499% | 10,769 | 10,769.00 |
| SLGS | 02/01/2028 | 10,905 | 2.544% | 10,905 | 10,905.00 |
| SLGS | 08/01/2028 | 4,916,042 | 2.544% | 4,916,042 | 4,916,042.00 |
| | | 4,982,033 | | 4,982,033 | 4,982,033.00 |

| Purchase Date | Cost of Securities | Cash Deposit | Total Escrow Cost | Yield |
|---|---|---|---|---|
| 04/09/2026 | 4,982,033 | 1.39 | 4,982,034.39 | 2.548965% |
| | 4,982,033 | 1.39 | 4,982,034.39 | |

ESCROW DESCRIPTIONS

Jefferson County, Texas
Cash Defesance, 2026

| | Type of Security | Type of SLGS | Maturity Date | First Int Pmt Date | Par Amount | Rate | Max Rate |
|---|---|---|---|---|---|---|---|
| Apr 9, 2026: | | | | | | | |
| | SLGS | Certificate | 08/01/2026 | 08/01/2026 | 33,760 | 2.453% | 3.740% |
| | SLGS | Certificate | 02/01/2027 | 02/01/2027 | 10,557 | 2.466% | 3.760% |
| | SLGS | Note | 08/01/2027 | 08/01/2026 | 10,769 | 2.499% | 3.810% |
| | SLGS | Note | 02/01/2028 | 08/01/2026 | 10,905 | 2.544% | 3.880% |
| | SLGS | Note | 08/01/2028 | 08/01/2026 | 4,916,042 | 2.544% | 3.880% |
| | | | | | 4,982,033 | | |

SLGS Summary

| | |
|---|---|
| SLGS Rates File | 19MAR26 |
| Total Certificates of Indebtedness | 44,317.00 |
| Total Notes | 4,937,716.00 |
| Total original SLGS | 4,982,033.00 |

ESCROW REQUIREMENTS

Jefferson County, Texas
Cash Defesance, 2026

| Period Ending | Interest | Principal Redeemed | Total |
|---|---|---|---|
| 08/01/2026 | 73,575.00 | | 73,575.00 |
| 02/01/2027 | 73,575.00 | | 73,575.00 |
| 08/01/2027 | 73,575.00 | | 73,575.00 |
| 02/01/2028 | 73,575.00 | | 73,575.00 |
| 08/01/2028 | 73,575.00 | 4,905,000 | 4,978,575.00 |
| | 367,875.00 | 4,905,000 | 5,272,875.00 |

SUMMARY OF BONDS REFUNDED

Jefferson County, Texas
Cash Defesance, 2026

| Bond | Maturity Date | Interest Rate | Par Amount | Call Date | Call Price |
|---|---|---|---|---|---|
| Tax & Revenue Certificates of Obligation, Series 2019, CO2019, CO2019: | | | | | |
| | 08/01/2035 | 3.000% | 925,000 | 08/01/2028 | 100.000 |
| | 08/01/2036 | 3.000% | 950,000 | 08/01/2028 | 100.000 |
| | 08/01/2039 | 3.000% | 1,040,000 | 08/01/2028 | 100.000 |
| | | | 2,915,000 | | |
| Tax & Revenue Certificates of Obligation, Series 2019, CO2019, TERM2038: | | | | | |
| | 08/01/2037 | 3.000% | 980,000 | 08/01/2028 | 100.000 |
| | 08/01/2038 | 3.000% | 1,010,000 | 08/01/2028 | 100.000 |
| | | | 1,990,000 | | |
| | | | 4,905,000 | | |

PRIOR BOND DEBT SERVICE

Jefferson County, Texas
Cash Defesance, 2026

| Period Ending | Principal | Coupon | Interest | Debt Service |
|---|---|---|---|---|
| 09/30/2026 | | | 73,575 | 73,575 |
| 09/30/2027 | | | 147,150 | 147,150 |
| 09/30/2028 | | | 147,150 | 147,150 |
| 09/30/2029 | | | 147,150 | 147,150 |
| 09/30/2030 | | | 147,150 | 147,150 |
| 09/30/2031 | | | 147,150 | 147,150 |
| 09/30/2032 | | | 147,150 | 147,150 |
| 09/30/2033 | | | 147,150 | 147,150 |
| 09/30/2034 | | | 147,150 | 147,150 |
| 09/30/2035 | 925,000 | 3.000% | 147,150 | 1,072,150 |
| 09/30/2036 | 950,000 | 3.000% | 119,400 | 1,069,400 |
| 09/30/2037 | 980,000 | 3.000% | 90,900 | 1,070,900 |
| 09/30/2038 | 1,010,000 | 3.000% | 61,500 | 1,071,500 |
| 09/30/2039 | 1,040,000 | 3.000% | 31,200 | 1,071,200 |
| | 4,905,000 | | 1,700,925 | 6,605,925 |

# INCUMBENCY CERTIFICATE

To: BOKF, N.A.
5956 Sherry Lane, Suite 900
Dallas, TX 75225

Re: Jefferson County, Texas

We, the undersigned officials of the **JEFFERSON COUNTY, TEXAS** (the "County"), in connection with the defeasance and redemption of the following certificates of obligation (the "Defeased Obligations"):

**(i) Jefferson County, Texas, Tax and Revenue Certificates of Obligation, Series 2019, maturities 2035, 2036, 2038 and 2039 in the aggregate principal amount of $4,905,000 (the "Defeased Obligations");**

do hereby certify to BOKF, N.A., as of the date set forth below, the following:

1. Attached hereto as **Exhibit "A"** is a true and correct copy of the Order approved on August 12, 2025 (the "Defeasance Order"), by the Commissioners Court of the County, approving and authorizing the defeasance of the Defeased Obligations and appointing and authorizing each of the County's County Judge and County Auditor as Authorized Officers of the County to carry out, approve and complete the defeasance of the Defeased Obligations as set forth therein.

2. The signatures of the County Judge, the County Auditor and the County Clerk of the County set forth below on this Incumbency Certificate are their true and genuine signatures and the seal of the County impressed on this Certificate is the true and genuine seal of the County.

SIGNED AND SEALED as of March 31, 2026.

| Signatures | Title of Office |
|---|---|
| Jeff Branick | County Judge |
| Fran Lee | County Auditor |
| Roxanne Acosta-Hellberg | County Clerk |

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

BEFORE ME, the undersigned Notary Public, on this day personally appeared **Jeff Branick, Fran Lee and Roxanne Acosta-Hellberg**, known to me to be the persons whose names are subscribed to the attached and foregoing instrument, and who executed such instrument in my presence, and who acknowledged to me that such instrument was executed by them for the purposes and in the capacities stated therein.

WITNESS MY HAND AND SEAL OF OFFICE this 31st day of March, 2026.

NOTARY PUBLIC, STATE OF TEXAS

MARIA VARGAS
Notary Public, State of Texas
Comm. Expires 09-06-2027
Notary ID 134541833

(SEAL)

**ORDER AUTHORIZING THE DEFEASANCE AND OPTIONAL REDEMPTION OF CERTAIN OUTSTANDING CERTIFICATES OF OBLIGATION AND CONTAINING OTHER MATTERS RELATED THERETO**

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

WHEREAS, Jefferson County, Texas (the "Issuer" or the "County") has heretofore issued certain outstanding certificates of obligation that are described in **Exhibit "A"** attached hereto (hereinafter referred to as the "Outstanding Certificates"); and

WHEREAS, BOKF, N.A. (herein referred to as the "Paying Agent") serves as Paying Agent for the Outstanding Certificates; and

WHEREAS, the Commissioners Court of Jefferson County, Texas (the "Commissioners Court") desires to authorize and approve the defeasance plan herein described to authorize the defeasance and optional redemption of certain series and maturities of the County's Outstanding Certificates to provide a savings in interests costs to the County and to help the County maintain a stable tax rate (the "Defeasance Plan"), and in connection therewith to further authorize the execution of an escrow agreement and the purchase of certain escrowed securities as part of the Defeasance Plan, all as hereinafter set forth; and

WHEREAS, in accordance with the terms of the order authorizing the issuance of the Outstanding Certificates, and pursuant to applicable provisions of Texas law, including but not limited to, Sections 1207.033, 1207.061 and 1207.062 of the Texas Government Code, the County desires to call for redemption and defease certain maturities or portions thereof of the Outstanding Certificates by depositing directly with the Paying Agent for the Outstanding Certificates to be defeased an amount of money sufficient to provide for the payment thereof; and

WHEREAS, the County has or will have funds available on hand in its Debt Service Fund to make the deposit referenced above to fully discharge and defease the Outstanding Certificates herein ordered to be defeased; and

WHEREAS, the County also desires to authorize the execution of an escrow agreement or similar agreement in order to provide for the deposit referenced above to pay and redeem the Defeased Certificates (as herein defined); and

WHEREAS, upon making the deposit with the Paying Agent to pay the Outstanding Certificates hereafter ordered to be defeased in full, those Outstanding Certificates shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such due provisions made for the payment thereof, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the Order authorizing the issuance of those Outstanding Certificates herein ordered to be defeased shall be discharged, terminated and defeased; and

EXHIBIT "A"

WHEREAS, the County desires to designate each of the County Judge and County Auditor of the County as Authorized Officers of the County to carry out the defeasance of the Outstanding Certificates as hereinafter set forth;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS:

1. CONSIDERATION AND EFFECT OF PREAMBLE AND FINDINGS. The matters and facts contained in the preamble to this Order are hereby found to be true and correct, and it is hereby found and determined that defeasance of the Outstanding Certificates to be defeased in the manner described herein will benefit the County.

2. Defeasance of the Certificates. The Commissioners Court of the County hereby irrevocably authorizes and orders that the following Outstanding Certificates be redeemed and defeased in accordance with the following procedures and plan (herein the "Defeasance Plan"):

(1) The Commissioners Court hereby approves and orders that an aggregate principal amount of up to **$5,100,000** in Outstanding Certificates shall be defeased (the "Defeased Certificates"), with the final aggregate amount and particularly maturities and amounts of the Defeased Certificates to be finally determined, specified, approved and designated by the County's County Judge or County Auditor of the County (the "Authorized Officers"), and each of such Authorized Officers shall be and hereby is authorized to make the final determination of which of the Outstanding Certificates and the maturities and portions thereof shall be defeased, each of whom is hereby authorized to make such determination on behalf of the County, provided that the aggregate amount of Outstanding Certificates to be defeased shall not exceed **$5,100,000** unless further approved and authorized by the Commissioners Court.

(2) The Defeased Certificates shall be called for redemption on the date or dates specified and determined by any of the Authorized Officers (the "Redemption Date") pursuant to a written notice of redemption in such form as approved by any Authorized Officer.

(3) The cash sum equal to an amount necessary to pay the principal amount of the Defeased Certificates, plus all accrued interest due and payable on the Defeased Certificates through the Redemption Date, plus the costs of issuance, shall be transferred out of the County's Interest and Sinking Fund and deposited with the Paying Agent pursuant to Section 1207.061 of the Texas Government Code, and further, in connection therewith, pursuant to the terms and provisions of Section 1207.072 of the Texas Government

Code, the County shall enter into an Escrow Agreement with the Paying Agent substantially in the form attached hereto as **Exhibit "B"**, the terms and provisions of which Escrow Agreement are hereby authorized and approved, subject to such insertions, additions and modifications approved by any Authorized Officer and as shall be necessary (a) to carry out the Defeasance Plan designed for the County by the County's Financial Advisor, **U.S. Capital Advisors, LLC** and which shall be certified as to mathematical accuracy by either the County's Financial Advisor or an independent accounting firm in a written verification report (the "Report"), as determined, approved and designated by any Authorized Officer (b) to maximize the County's present value savings and/or to minimize the County's costs of the defeasance, (c) to comply with all applicable laws and regulations relating to the defeasance of the Defeased Certificates and (d) to carry out the other intents and purposes of this Order, and the County Judge, County Auditor or any other officer of the County is hereby authorized to execute and deliver such Escrow Agreement on behalf of the County in multiple counterparts and the County Clerk is hereby authorized to attest thereto and affix the County's seal.

(4) In accordance with the provisions of Section 1207.062 of the Texas Government Code, the deposit of the funds into escrow with the Paying Agent shall only be invested in the following: (1) cash or direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States, (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by an agency or instrumentality and that, on the date of this Order, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (3) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, as of the date of this Order, are rated as to investment quality by a nationally recognized investment rating agency firm not less than AAA or its equivalent (herein referred to as the "Escrowed Securities"). Furthermore, the deposit of the funds with the Paying Agent shall only be invested in Escrowed Securities that mature and bear interest payable at times and in amounts sufficient to provide for the scheduled payment of the Defeased Certificates. Any of the Authorized Officers are hereby authorized to approve and authorize the County to subscribe for, agree to purchase, and purchase the Escrowed Securities, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to

effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

(5) The engagement of the County's Financial Advisor, U.S. Capital Advisors, LLC, and of Co-Bond counsel, Creighton, Fox, Johnson & Mills, PLLC, and Germer, PLLC, and of the verification agent, and of the Escrow Agent, to assist and serve the County in carrying out the Defeasance Plan is hereby approved, ratified and authorized, and the payment of the reasonable fees and costs of such providers is hereby approved and authorized.

4. Paying Agent Instructions. To provide for the discharge and defeasance of the Defeased Certificates and all liens securing same, the Commissioners Court hereby approves and authorizes any of the Authorized Officers to prepare and send written instructions to the Paying Agent and an incumbency certificate (the "Paying Agent Instructions"), in such form and content as approved by any such Authorized Officer or any other officer or official representative of the County, as any of them may determine to be necessary or appropriate. Each Authorized Officer is authorized to work with the Paying Agent and Bond Counsel to determine and to prepare and approve the form of redemption notice to be published in connection with the redemption of the Defeased Certificates.

5. Further Action. Each of the County Judge, the County Auditor, or any other officer or official representative of the County, acting alone and without the necessity of the joinder of any other authorized County official, is hereby authorized and directed to take all action as may be necessary or appropriate to effectuate this Order and the defeasance of the Outstanding Certificates to be defeased pursuant to this Order, including but not limited to, designating and determining the principal amount of and maturities of Outstanding Certificates to be defeased, determining and setting the final Redemption Date, making all arrangements necessary or appropriate with each of the Paying Agent for the defeasance of the Defeased Certificates; making such deposits with the Paying Agent as may be necessary for the defeasance of the Defeased Certificates, approving the final terms of and execution of the Escrow Agreement, authorizing the investment of the funds held in the Escrow Agreement in accordance with the terms of this Order, approving and authorizing the payment of the costs incurred in connection with the defeasance of the Defeased Certificates, including the costs of the County's financial advisor, Bond Counsel, the verification agent, and the fees and expenses of the Paying Agent and the Escrow Agent and all related costs of issuance, and taking all other actions that are reasonably necessary or appropriate to provide for the defeasance and redemption of the Defeased Certificates. In addition, each of the County Judge, County Auditor, or Bond Counsel to the County, are each hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the documents authorized and approved by this Order: (i) in order to cure any technical ambiguity, formal defect, or omission in the Order or such other document if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Order, which determination shall be final. In the event that any officer of the County whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless

shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

6. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Texas Government Code Annotated, Vernon's 1994, as amended.

7. Severability. If any Section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

9. Repealer. All orders, resolutions, and ordinances, and parts thereof inconsistent herewith are hereby repealed to the extent of such inconsistency.

*[Signature page follows this page.]*

PASSED AND APPROVED this 12 of August, 2025.

County Judge
Jefferson County, Texas

ATTEST:

County Clerk
Jefferson County, Texas

JEFFERSON COUNTY CLERK, Jefferson County
HAYLEE FOURNIER, OFFICE ADMINSTRATOR

Exhibit "A" Outstanding Certificates

Exhibit "B" Escrow Agreement

**EXHIBIT "A"**

**Schedule of Outstanding Certificates That May Be Defeased**

**Any and all outstanding Jefferson County, Texas Tax and Revenue Certificates of Obligation, Series 2019**

**EXHBIT "B"**
**Form of Escrow Agreement**

See attached form.

THIS ESCROW AGREEMENT (the "Escrow Agreement") dated as of _____, 2026 (the "Escrow Funding Date"), is made and entered into by and between Jefferson County, Texas, an political subdivision of the State of Texas organized and existing under the Constitution and laws of the State of Texas (the "County"), and **BOKF, N.A.**, a national banking association having a corporate trust office in Dallas, Texas, as escrow agent (together with any successor or assign in such capacity, the "Escrow Agent").

WHEREAS, the County has heretofore issued and there remains outstanding the County's Combination Tax and Revenue Certificates of Obligation, Series 2019 (the "Outstanding Obligations"), and the County desires to provide for the defeasance prior to maturity of a portion of certain maturities of the Outstanding Obligations in the aggregate principal amount of $_____, as more particularly described in the Schedule of Defeased Certificates attached hereto as **Exhibit "A"** (the "Defeased Certificates"); and

WHEREAS, *Chapter 1207, Texas Government Code, as amended*, authorizes and empowers the County to deposit funds with the Paying Agent for the Defeased Certificates an amount which is sufficient to provide for the payment or redemption of the principal of and interest on the Defeased Certificates; and

WHEREAS, the Commissioners Court of the County has adopted an order authorizing the defeasance of the Defeased Certificates and authorizing, among other things, of providing the funds necessary to pay and defease the Defeased Certificates, thereby providing a net present value savings in debt service; and

WHEREAS, the County has provided pursuant to this Escrow Agreement for the application of funds of the County to provide for the payment of the Defeased Certificates; and

WHEREAS, the Commissioners Court of the County has further determined to effectuate the defeasance of the Defeased Certificates pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of the funds deposited hereunder with the Escrow Agent, so as to provide firm banking and financial arrangements for the discharge and final payment or redemption of the Defeased Certificates;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the full and timely payment of the principal of and the interest on the Defeased Certificates, the County and the Escrow Agent contract and agree as follows:

## ARTICLE I

## DEFINITIONS AND INTERPRETATIONS

1.01 Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

"County" shall mean **JEFFERSON COUNTY, TEXAS**, and any successor to its duties and functions.

"Escrow Agent" shall mean **BOKF, N.A.**, in its capacity as escrow agent hereunder, and any successor or assign in such capacity.

"Escrow Agreement" shall mean this escrow agreement by and between the County and the Escrow Agent, as it may be amended or supplemented from time to time.

"Escrow Fund" shall mean the fund created in Section 3.01 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

"Escrow Funding Date" shall mean the date on which the County deposits with the Escrow Agent the cash and Escrowed Securities described in Section 2.01.

"Escrowed Securities" shall mean the Restricted Acquired Obligations or other eligible securities purchased with the funds deposited into the Escrow Fund, all as more fully described in the Report.

"Paying Agent for the Defeased Certificates" shall mean **BOKF, N.A.**, and any successors thereto.

"Defeased Certificate Order" shall mean the County's order authorizing the issuance, sale and delivery of the Defeased Certificates.

"Defeased Certificates" shall mean a portion of certain maturities of the Outstanding Obligations, in the aggregate principal amount of $_____, as more particularly identified and described in **Exhibit "A"** attached hereto and incorporated herein by reference.

"Defeasance Order" shall mean the County's Order adopted August ____, 2025, authorizing the defesance of the Defeased Certificates.

"Report" shall mean the verification report prepared by _____, relating to the

defeasance of the Defeased Certificates, a copy of which is attached hereto as **Exhibit "C"**.

"Restricted Acquired Obligations" shall mean the United States Treasury Securities - State and Local Government Series ("SLGS"), all as more fully described in the Report.

1.02 Interpretations. The titles and headings of the articles and sections of this Escrow Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Defeased Certificates in accordance with applicable law.

ARTICLE II

DEPOSIT OF FUNDS AND ESCROWED SECURITIES

2.01 Deposits with Escrow Agent; Acquisition of Escrowed Securities. On or before the Escrow Funding Date~~date of delivery of the Refunding Certificates~~, the County will deposit, or cause to be deposited, with the Escrow Agent the following:

(a) Escrowed Securities described in the Report in the principal amount of $\$$_____ purchased at a purchase price of $\$$_____, with a portion of the proceeds of the funds deposited with the Escrow Agent; and

(b) A beginning cash balance of $\$$_____.

ARTICLE III

CREATION AND OPERATION OF ESCROW FUND

3.01 Escrow Fund. On the Escrow Funding Date, the Escrow Agent will create on its books a special fund and irrevocable escrow to be known as "**Jefferson County, Texas 2025 Defeasance Escrow Fund**", into which will be deposited the cash and Escrowed Securities described in Section 2.01. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund shall be the property of the Escrow Fund, and shall be applied only in strict conformity with the terms and conditions hereof. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of and interest on the Defeased Certificates, which payment shall be made by timely transfers to the Paying Agent for the Defeased Certificates of such amounts at such times as are provided in Section 3.02 hereof. When the final transfers have been made to the Paying Agent for the Defeased Certificates for the payment of such principal of and interest on the Defeased Certificates, any balance then remaining in the Escrow Fund shall be transferred to the County, and the Escrow Agent shall thereupon be discharged from

any further duties hereunder.

3.02 Payment of Principal of and Interest on Defeased Certificates.

(a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Defeased Certificates from the cash balance from time to time on deposit in the Escrow Fund the amounts required to pay the principal of and interest on the Defeased Certificates as the same become due and payable, all as provided in the Report.

(b) Money transferred to and held by the Paying Agent for the Defeased Certificates in accordance with the provisions hereof shall be held by the Paying Agent for the Defeased Certificates as a segregated account for the respective holders of the Defeased Certificates in connection with which such money is held; provided, however, subject to the provisions of Title 6 of the Texas Property Code regarding Unclaimed Property, that money so held remaining unclaimed by the owners of such Defeased Certificates for three (3) years after the dates on which payment thereon was due, payable and available for payment shall be paid to the County (without liability for interest) to be used for any lawful purpose. Thereafter, neither the County, the Escrow Agent, the Paying Agent for the Defeased Certificates nor any other person shall be liable or responsible to any holders of such Defeased Certificates for any further payment of such unclaimed money or on account of any such Defeased Certificates.

(c) Except as provided in Article IV hereof, the County hereby covenants and agrees that it will not exercise any right that it may have to redeem any of the Defeased Certificates prior to their scheduled maturities.

(d) If the Escrow Agent learns that the Department of the Treasury or the Bureau of Fiscal Service will not, for any reason, accept a subscription of SLGS that is to be submitted pursuant to this Agreement, the Escrow Agent shall promptly request alternative written investment instructions from the County with respect to funds which were to be invested in SLGS. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent shall hold such funds uninvested and without liability for interest until receipt of further written instructions from the County. In the absence of investment instructions from the County, the Escrow Agent shall not be responsible for the investment of such funds or interest thereon. The Escrow Agent may conclusively rely upon the County's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

3.03 Sufficiency of Escrow Fund. The County represents (based solely upon the Report) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Defeased Certificates at the times and in the amounts required to pay the interest on the Defeased Certificates as such interest comes due and

to pay the principal of the Defeased Certificates as the Defeased Certificates mature or are redeemed. If any deficiency results from any error in the calculation of the report, the County shall transfer to the Escrow Agent for deposit to the Escrow Fund to be held pursuant to this Escrow Agreement an additional amount of cash or securities sufficient to provide for such deficiency which transfer shall be made from lawfully available funds.

3.04 Escrow Fund. The Escrow Agent at all times shall hold the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrow Agent agrees that any uninvested funds in the Escrow Fund shall be secured by collateral to the extent they are not insured by the FDIC. The Escrowed Securities and other assets of the Escrow Fund always shall be maintained by the Escrow Agent for the benefit of the holders of the Defeased Certificates; and a special account therefor evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The holders of the Defeased Certificates shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof and all other assets of the Escrow Fund as are enjoyed by other beneficiaries of similar accounts. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the County, and the Escrow Agent shall have no right or title with respect thereto except as escrow agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the County.

## ARTICLE IV

## REDEMPTION OF CERTAIN DEFEASED CERTIFICATES PRIOR TO MATURITY

4.01 Optional Redemption of Certain Defeased Certificates. The County has irrevocably exercised its option to call for redemption prior to maturity the Defeased Certificates as set forth below. Such optional redemption shall be carried out in accordance with the Defeased Certificates Order. The Escrow Agent is hereby authorized to provide funds therefor as set forth in Section 3.02(a) hereof.

| Certificates To Be Redeemed | Redemption Date |
|---|---|
| Jefferson County, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019, being a portion Of Maturities _____ | _____ |

## ARTICLE V

## LIMITATION ON INVESTMENTS

5.01 General. Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder; or to make substitutions of the Escrowed Securities; or to sell, transfer or otherwise dispose of the Escrowed Securities, except for the purchase of the Escrowed Securities as described in the Report. The Escrow Agent shall not be responsible for losses made on investments made by it in accordance with the investment directions given to it hereunder.

5.02 Substitution of Securities. At the written request of the County, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Defeased Certificates or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America and which do not permit the redemption thereof at the option of the obligor. Any such transaction may be effected by the Escrow Agent only if (1) the Escrow Agent shall have received a new verification report together with a written opinion from a nationally recognized firm of certified public accountants acceptable to the County and the Escrow Agent that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal and interest on the remaining Defeased Certificates as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized Certificate counsel or tax counsel acceptable to the County and the Escrow Agent to the effect that such transaction will not cause any of the Refunding Certificates to be an "arbitrage Certificate" within the meaning of the Code, and that such transaction will not result in a violation of the laws of the State of Texas.

## ARTICLE VI

## RECORDS AND REPORTS

6.01 Records. The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the County and the holders of the Defeased Certificates.

6.02 Reports. For the period beginning on the Escrow Funding Date and ending on

**December 31, 2026**, and for each twelve (12) month period thereafter while this Agreement remains in effect, the Escrow Agent shall prepare and send to the County, at the County's request, within thirty (30) days following the end of such period a written report summarizing all transactions relating to the Escrow Fund during such period, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund to the Paying Agent for the Defeased Certificates or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

6.03 Notification. The Escrow Agent shall notify the County immediately if at any time during the term of this Escrow Agreement it determines that there is insufficient cash and Escrowed Securities in the Escrow Fund to provide for the transfer to the Paying Agent for the Defeased Certificates for timely payment of all interest on and principal of the Defeased Certificates.

## ARTICLE VII

## CONCERNING THE ESCROW AGENT

7.01 Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

7.02 Limitation on Liability. The Escrow Agent shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Escrow Agreement, and no implied covenants or obligations shall be read into this Escrow Agreement. Nothing herein contained shall relieve the Escrow Agent from liability for its own negligent action, negligent failure to act or willful misconduct, except that this sentence shall not be construed to limit the effect of the immediately preceding sentence. The Escrow Agent shall not incur any liability for any error of judgment made in good faith by a responsible officer thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts. The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, Certificate or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

The Escrow Agent is not a principal, participant or beneficiary of the underlying transaction to which this Escrow Agreement relates.

The liability of the Escrow Agent to transfer funds to the Paying Agent for the Defeased Certificates for the payments of the principal of and interest on the Defeased Certificates shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on

deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligor of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the County promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Refunding Certificates shall be taken as the statements of the County and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement.

The Escrow Agent makes no representation as to the value, condition or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the County thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters.

It is the intention of the County and the Escrow Agent that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the County with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Escrow Agreement. In determining the occurrence of any such event or contingency the Escrow Agent may request from the County or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with the County, among others, at any time.

In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness and accuracy of the statements, certificates, opinions, resolutions and other documents conforming to the requirements of this Escrow Agreement, and shall not be obligated to make any independent investigation with respect thereto.

To the full extent permitted by law, the County agrees to indemnify, defend and hold the Escrow Agent harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorneys' fees and expenses of defending itself against any claim or liability in connection with its performance hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability or expense resulting from its own negligence or willful misconduct. The Escrow Agent's right to indemnification shall survive its resignation or removal and the termination of this Agreement.

The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document between the other parties hereto, in connection herewith. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Escrow Agreement or any other agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THIS ESCROW AGREEMENT, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

The Escrow Agent shall have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Escrow Agent either in accordance with the advice of such counsel or in accordance with any opinion of counsel to the Issuer addressed and delivered to the Escrow Agent.

The Escrow Agent have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees.

The Escrow Agent shall have the right to accept and act upon instructions, including

funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder); provided, however, that the County shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the County whenever a person is to be added or deleted from the listing. If the County elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The County understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The County shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the County and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the County. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The County agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the County; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

7.03 Compensation.

(a) On the Escrow Funding Date, the County will pay the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Escrow Agreement, the sum of $_____, in cash and in accordance with the fee schedule attached hereto as **Exhibit "B"**. This sum does not include the cost of publication, printing costs or reasonable out-of-pocket expenses of the Escrow Agent. If the Escrow Agent incurs any out-of-pocket expenses or is requested to perform any extraordinary services hereunder, the County hereby agrees to reimburse the Escrow Agent for such out-of-pocket expenses and to pay reasonable fees to the Escrow Agent for such extraordinary services and to

reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services. It is expressly provided that the Escrow Agent shall look only to the County for the reimbursement of such out-of-pocket expenses and for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular, additional or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) **BOKF, N.A.**, serves as Paying Agent for the Defeased Certificates. By execution of the Consent to Escrow Agreement attached hereto, **BOKF, N.A.** agrees to continue to serve as Paying Agent for the life of the Defeased Certificates, and it will serve as Paying Agent for the Defeased Certificates for the compensation provided under the fee schedule currently in effect and it will look to the County directly for payment of its fees; and, in the event of nonpayment of such fees, the sole remedy of the Paying Agent shall be an action against the County for recovery of the fees owing under the paying agency agreement for which it serves.

7.04 Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should cease to be the Escrow Agent hereunder, a vacancy shall forthwith exist hereunder in the office of the Escrow Agent. Any successor Escrow Agent appointed by the County shall succeed, without further act, to all the rights, immunities, powers and trusts of the predecessor Escrow Agent hereunder. Any successor Escrow Agent must be qualified under the laws of the State of Texas to serve as an escrow agent and must be authorized to exercise corporate trust powers. No resignation or removal of the Escrow Agent and no early termination of this Agreement shall occur until a successor Escrow Agent has been appointed who is qualified to serve as Escrow Agent hereunder and who has accepted such appointment. Upon the request of any such successor Escrow Agent, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such immunities, rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee hereunder equal to the portion of such fee attributable to duties to be performed after the date of succession.

The Escrow Agent may resign at any time by giving written notice thereof to the County. If an instrument of acceptance by a successor Escrow Agent shall not have been delivered to the Escrow Agent within 60 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent.

## ARTICLE VIII

## MISCELLANEOUS

8.01 Notices. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by

registered or certified mail, postage prepaid addressed as follows:

To the Escrow Agent:

BOKF, N.A.

_____

_____

To the County:

Jefferson County, Texas
1149 Pearl, 4th Floor
Beaumont, TX 77701
ATTENTION: County Judge and County Auditor

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten days prior notice thereof.

8.02 Termination of Escrow Agent's Obligations. Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further obligations or responsibilities hereunder to the County, the holders of the Defeased Certificates or to any other person or persons in connection with this Escrow Agreement.

8.03 Binding Agreement. This Escrow Agreement shall be binding upon the County, and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the holders of the Defeased Certificates, the County, the Escrow Agent and their respective successors and legal representatives. This Escrow Agreement may not be modified except with the prior consent of the holders of all of the Defeased Certificates.

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

8.05 Governing Law. This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

8.06 Time of Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

8.07 Compliance With Texas Government Code.

(a) Iran, Sudan and Foreign Terrorist Organizations. The Escrow Agent represents that, as of the date of this Escrow Agreement, to the extent this Escrow Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Escrow Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent is an entity listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code.

(b) Verification Regarding Energy Company Boycotts. For the purposes of Section 2276.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), the Escrow Agent and the County acknowledge and agree that this Agreement has an aggregate value of less than $100,000, and in no event will the County pay the Escrow Agent in excess of $100,000 for its services.

(c) Verification Regarding Discrimination Against Firearm Entity or Trade Association. For purposes of Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), the Escrow Agent and the County acknowledge and agree that this Agreement has an aggregate value of less than $100,000, and in no event will the County pay the Escrow Agent in excess of $100,000 for its services.

EXECUTED effective as of the Escrow Funding Date as defined herein.

**BOKF, N.A., as Escrow Agent**

By: _____
Name: _____
Title: _____

**Jefferson County, Texas**

By: _____
County Judge

ATTEST:

_____
County Clerk
Jefferson County, Texas

(SEAL)

## CONSENT TO ESCROW AGREEMENT

Upon receipt of sufficient funds from the Escrow Agent, **BOKF, N.A.**, as Paying Agent for the Defeased Certificates (as defined in the foregoing Escrow Agreement), hereby acknowledges and consents to provide for the full and timely payment of the principal of and interest on such series of Defeased Certificates. **BOKF, N.A.** further consents to the management of the Escrow Fund by the Escrow Agent in accordance with the terms and conditions of the Escrow Agreement and agrees to be bound by the terms of the Escrow Agreement with respect to its obligations as a paying agent.

**BOKF, N.A.** agrees to continue to serve as Paying Agent for which it is now serving as Paying Agent, and it will serve as Paying Agent for each of the Series of the Defeased Certificates for the compensation provided under the fee schedule currently in effect and it will look to the County directly for payment of its fees; and, in the event of nonpayment of such fees, the sole remedy of the Paying Agent shall be an action against the County for recovery of the fees owing under the paying agency agreement for which it serves.

**BOKF, N.A., as Escrow Agent**

By: _____
Name: _____
Title: _____

**EXHIBIT "A"**

**Scheduled of Defeased Certificates**

JEFFERSON COUNTY, TEXAS
TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019

Original Issue Date:
Redemption Date: As Stated Below

| Scheduled Maturity Date | Principal Called for Redemption | Interest Rate | Redemption Date | Original CUSIP No.* | Pre-Refunded CUSIP No.* | Unrefunded CUSIP No.* |
|---|---|---|---|---|---|---|

**EXHIBIT "B"**

**See attached Fee Schedule**

**EXHIBIT "C"**

**See attached Verification Report.**

James Gilley, Jr.
Managing Director
USCA Municipal Advisors LLC
4444 Westheimer, Suite G500
Houston, Texas 77027

**CLOSING MEMORANDUM** **FINAL**

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TO: Judge Jeff Branick
Fran Lee, Jefferson County
Rebekah Patin, Jefferson County
Lance Fox, Creighton, Fox, Johnson & Mills PLLC
Guy Goodson, Germer PLLC
Misty Muse, Germer PLLC
Kate Leverett, Germer PLLC
Tony Hongnoi, BOKF NA
Anthony Orozco, BOKF NA
Rayne Smith, BOKF, NA
Jose Gaytan, BOKF, NA
Stephanie Seroogy, Public Finance Partners LLP
Jill Vollbrecht, Public Finance Partners LLP

FROM: James Gilley, Jr.

DATE: Marach 30, 2026

SUBJECT: Jefferson County (the "County")
2026 Partial Cash Defeasance of the Series 2019 Bonds

---

The closing for the above referenced cash defeasance is scheduled for April 9, 2026 (the "Closing Date"). **On or before April 8, 2026, the County will wire transfer via Federal Funds $5,000,534.39 to the following:**

| | |
|---|---|
| To: | BOKF, NA |
| ABA Number: | 103900036 |
| Account Number: | 600024642 |
| Account Name: | Wealth Management Account |
| Reference: | Jefferson County 2026 Cash Defeasance |
| Attention: | Tony Hongnoi (972-892-9968); THongnoi@bokf.com |

**Closing Instructions – Uses of Funds**

BOKF, NA, (the "Escrow Agent"), will make disbursements on the Closing Date by federal wire transfer as per the instructions below:

**Deposit to Escrow Fund:** **$4,982,034.39**

Proceeds wired to the Escrow Agent will be placed in an escrow fund (the "Escrow Fund") and will be used 1) as beginning cash of $1.39; and 2) to purchase of State and Local Government Series Securities (SLGS) in the amount of $4,982,033.00.

Securities offered through USCA Securities LLC, member FINRA/SIPC; Investment advisory services offered through US Capital Wealth Advisors LLC; Municipal advisory services offered through USCA Municipal Advisors LLC, MSRB registered.

The Escrow Fund shall be sufficient to defease portions of the Tax and Revenue Certificates of Obligation, Series 2019 (the "Defeased Bonds") on the call date of August 1, 2028. A summary of the Defeased Bonds is shown below.

**Certificates of Obligation, Series 2019**

| Maturity Date | | Amount | Call Date | Call Price |
|---|---|---|---|---|
| 8/1/2035 | | $ 925,000 | 8/1/2028 | 100 |
| 8/1/2036 | | 950,000 | 8/1/2028 | 100 |
| 8/1/2039 | | 1,040,000 | 8/1/2028 | 100 |
| 8/1/2037 | * | 980,000 | 8/1/2028 | 100 |
| 8/1/2038 | * | 1,010,000 | 8/1/2028 | 100 |
| Total | | $ 4,905,000 | | |

* Sinking Fund deposits for the 2038 Term Bonds.

**Payment of Expenses** **$18,500.00**

The Escrow Agent will make payment for certain expenses associated with the transaction pursuant to invoices presented on or prior to the closing date.

**Distribution Summary**

| | |
|---|---|
| Total Due from the County | $5,000,534.39 |
| **Distributions** | |
| Deposit to Escrow Fund | $4,982,034.39 |
| BOKF, NA Escrow Agent Fee | 1,800.00 |
| BOKF, NA Disbursement Fee | 200.00 |
| Creighton, Fox, Johnson & Mills PLLC | 5,000.00 |
| Germer PLLC | 5,000.00 |
| USCA Municipal Advisors LLC | 5,000.00 |
| Public Finance Partners | 1,500.00 |
| Balance | $ 0.00 |

**Securities offered through USCA Securities LLC, member FINRA/SIPC; Investment advisory services offered through US Capital Wealth Advisors LLC; Municipal advisory services offered through USCA Municipal Advisors LLC, MSRB registered.**

# DEPARTMENT OF THE TREASURY

**BUREAU OF THE FISCAL SERVICE**

**PARKERSBURG, WV 26106-0396**

## SUBSCRIPTION CONFIRMATION

**State and Local Government Series Securities**

| | |
|---|---|
| **Treasury Case Number:** | **202600642** |
| **Program Type:** | **Time Deposit** |
| **Issue Amount:** | **$4,982,033.00** |
| **Issue Date:** | **04/09/2026** |
| **Owner Name:** | **Jefferson County Texass** |
| **TIN:** | **74-6000291** |
| **Rate Table Date:** | **03/19/2026** |
| **Status:** | **Complete** |
| **Confirmation Date:** | **03/19/2026** |
| **Confirmation Time:** | **10:51 AM EDT** |

# View a Subscription Before Issue - Time Deposit

| | |
|---|---|
| **Treasury Case Number** | 202600642 |
| **Status** | Complete |
| **Issue Date** | 04/09/2026 |
| **Issue Amount** | $4,982,033.00 |
| **Rate Table Date** | 03/19/2026 |

| | |
|---|---|
| **Taxpayer Identification Number** | 74-6000291 |
| **Does the underlying bond issue appear on EMMA?** | Yes |
| **Underlying Bond Issue** | Tax and Revenue Certificates of Obligation Series 2019 |
| **Owner Name** | Jefferson County Texass |
| **Address Line 1** | 1149 Pearl Street |
| **Line 2** | |
| **Line 3** | |
| **City** | Beaumont |
| **State** | TX |
| **Zip Code** | 77701 |
| **Contact Name** | Fran Lee |
| **Telephone** | 409-835-8500 |
| **Fax** | |
| **E-mail** | Fran.Lee@jeffersoncountytx.gov |

| | |
|---|---|
| **ABA/TIN Number** | 103900036 |
| **Bank Reference Number** | |
| **Bank Name** | BOKF, NA |
| **Address Line 1** | 5956 Sherry Lane |
| **Line 2** | Suite 900 |
| **Line 3** | |
| **City** | Dallas |
| **State** | TX |
| **Zip Code** | 75225 |
| **Contact Name** | Tony Hongnoi |
| **Telephone** | 972-892-9968 |
| **Fax** | |
| **E-mail** | thongnoi@bokf.com |

| | |
|---|---|
| **ABA Routing Number** | 103900036 |
| **Bank Name** | BOKF, NA |
| **Contact Name** | Kendra Selby |
| **Telephone** | 918-619-0369 |
| **Fax** | 918-624-5300 |
| **E-mail** | kselby@bokf.com |

| | |
|---|---|
| **ABA Routing Number** | 103900036 |
| **Bank Name** | BOKF, NA |

| | |
|---|---|
| **ABA Routing Number** | 103900036 |
| **Account Name** | Wealth Management |
| **Account Number** | 600024642 |

**Address Line 1** Trust Operations 6242 East 41st Street
**Line 2** BTCa 2
**Line 3**
**City** Tulsa
**State** OK
**Zip Code** 74135
**Contact Name** Kendra Selby
**Telephone** 918-619-0369
**Fax**
**E-mail** kselby@bokf.com

**Account Type** Checking

**ABA/TIN** 46-2556583
**Organization Name** USCA Municipal Advisors LLC
**Address Line 1** 4444 Westeiner
**Line 2** Suite G500
**Line 3**
**City** Houston
**State** TX
**Zip Code** 77027
**Contact Name** JULIE PETERSEN
**Telephone** 713-366-0566
**Fax**
**E-mail** jpetersen@uscallc.com

**No Viewers Assigned**

| Security Number | Security Type | Principal Amount | Interest Rate | Maturity Date | First Interest Payment Date | Security Description |
|---|---|---|---|---|---|---|
| 1 | C of I | $33,760.00 | 2.453000000% | 08/01/2026 | | |
| 2 | C of I | $10,557.00 | 2.466000000% | 02/01/2027 | | |
| 3 | Note | $10,769.00 | 2.499000000% | 08/01/2027 | 08/01/2026 | |
| 4 | Note | $10,905.00 | 2.544000000% | 02/01/2028 | 08/01/2026 | |
| 5 | Note | $4,916,042.00 | 2.544000000% | 08/01/2028 | 08/01/2026 | |

## Lance C. Fox

**From:** Hongnoi, Tony <THongnoi@bankoftexas.com>
**Sent:** Tuesday, April 7, 2026 11:02 AM
**To:** Fran Lee; jpetersen@uscwealth.com; James F. Gilley
**Cc:** Lance C. Fox; Guy Goodson; swilloughby@uscallc.com
**Subject:** RE: Wire Transfer

Thank you, Fran!

We confirm receipt of the funds for the escrow closing on Thursday. We are all set!

Tony

Tony Hongnoi, CTMC
Vice President, Relationship Manager
BOK Financial | Corporate Trust
5956 Sherry Lane, Suite 900
Dallas, TX 75225
972.892.9968 | Phone
214.256.7517 | Fax
THongnoi@bokf.com | Email

BOK Financial - Corporate Trust and Escrow Services

Services provided by BOKF, NA, Member FDIC. BOKF, NA is the banking subsidiary of BOK Financial Corporation.

**From:** Fran Lee <Fran.Lee@jeffersoncountytx.gov>
**Sent:** Tuesday, April 7, 2026 10:09 AM
**To:** jpetersen@uscwealth.com; James F. Gilley <jfgilley@uscallc.com>
**Cc:** lcf@cfjmlaw.com; Guy Goodson <ggoodson@germer.com>; Hongnoi, Tony <THongnoi@bankoftexas.com>; swilloughby@uscallc.com
**Subject:** Fw: Wire Transfer

**[External Email]** This email originated from outside of the company. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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Funding has been sent.

TrackingID: 3651782 - $5,000,534.39

Fran Lee
County Auditor
Jefferson County, Texas
1149 Pearl Street 7th Floor
Beaumont, Tx 77701
Phone (409) 835-8500
Fax (409) 839-2369

*Please note new email address:* ***Fran.Lee@jeffersoncountytx.gov***

## Lance C. Fox

**From:** Hongnoi, Tony <THongnoi@bankoftexas.com>
**Sent:** Thursday, April 9, 2026 11:43 AM
**To:** James F. Gilley; Julie Petersen; Jeff.Branick@jeffersoncountytx.gov; Fran.Lee@jeffersoncountytx.gov; Rebekah.patin@jeffersoncountytx.gov; Lance C. Fox; Guy Goodson (GGoodson@germer.com); Kate K. Leverett (kleverett@germer.com); Misty Muse (MMuse@germer.com); Orozco, Anthony; Gaytan, Jose
**Cc:** Spook Willoughby; David Holland
**Subject:** RE: Jefferson County 2026 Cash Defeasance

Good morning,

I just wanted to confirm that we received the funds from the county, the SLGS have settled into escrow, and the remaining wires have been processed per the final closing memo. We are all set on our side, please advise if the transaction is considered closed.

Thank you,
Tony

Tony Hongnoi, CTMC
Vice President, Relationship Manager
BOK Financial | Corporate Trust
5956 Sherry Lane, Suite 900
Dallas, TX 75225
972.892.9968 | Phone
214.256.7517 | Fax
THongnoi@bokf.com | Email

BOK Financial - Corporate Trust and Escrow Services

Services provided by BOKF, NA, Member FDIC. BOKF, NA is the banking subsidiary of BOK Financial Corporation.

**From:** James F. Gilley <jfgilley@uscwealth.com>
**Sent:** Monday, March 30, 2026 1:55 PM
**To:** Julie Petersen <jpetersen@uscwealth.com>; Jeff.Branick@jeffersoncountytx.gov; Fran.Lee@jeffersoncountytx.gov; Rebekah.patin@jeffersoncountytx.gov; Lance C. Fox <lcf@cfjmlaw.com>; Guy Goodson (GGoodson@germer.com) <GGoodson@germer.com>; Kate K. Leverett (kleverett@germer.com) <kleverett@germer.com>; Misty Muse (MMuse@germer.com) <MMuse@germer.com>; Hongnoi, Tony <THongnoi@bankoftexas.com>; Orozco, Anthony <AOrozco@bokf.com>; Gaytan, Jose <JGaytan@bokf.com>
**Cc:** Spook Willoughby <swilloughby@uscwealth.com>; David Holland <dholland@uscwealth.com>
**Subject:** RE: Jefferson County 2026 Cash Defeasance

**[External Email]** This email originated from outside of the company. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you, Julie.

Fran, the attached closing memorandum includes instructions for the County to wire funds to the escrow agent, BOKF. I believe we've discussed this previously but, as a reminder, please be sure to execute the wire transfer on or

**From:** Clint Turner <Clint.Turner@jeffersoncountytx.gov>
**Sent:** Tuesday, April 7, 2026 10:03 AM
**To:** Fran Lee <Fran.Lee@jeffersoncountytx.gov>; Tim Funchess <Jonathan.Funchess@jeffersoncountytx.gov>
**Cc:** Rebekah Patin <Rebekah.Patin@jeffersoncountytx.gov>
**Subject:** Re: Wire Transfer

TrackingID: 3651782 - $5,000,534.39

Thanks,

Clint Turner

Chief Deputy Treasurer

Jefferson County Treasurer's Office

409-835-8510

---

**From:** Fran Lee <Fran.Lee@jeffersoncountytx.gov>
**Sent:** Tuesday, April 7, 2026 8:53 AM
**To:** Clint Turner <Clint.Turner@jeffersoncountytx.gov>; Tim Funchess <Jonathan.Funchess@jeffersoncountytx.gov>
**Cc:** Rebekah Patin <Rebekah.Patin@jeffersoncountytx.gov>
**Subject:** Wire Transfer

Please see attached. Thank you.

Fran Lee

County Auditor

Jefferson County, Texas

1149 Pearl Street 7th Floor

Beaumont, Tx 77701

Phone (409) 835-8500

Fax (409) 839-2369

***Please note new email address: Fran.Lee@jeffersoncountytx.gov***

**********

The company reserves the right to amend statements made herein in the event of a mistake. Unless expressly stated herein to the contrary, only agreements in writing signed by an authorized officer of the

Company may be enforced against it.
**********

# CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

We, the undersigned officers of the Commissioners Court of Jefferson County, Texas, hereby certify as follows:

1. The Commissioners Court of Jefferson County, Texas, convened at a regularly scheduled meeting of said Court at the County Courthouse in Beaumont, Texas, on the 13th day of May, 2019, and the roll was called of the duly constituted officers and members of said Court, to-wit:

| | |
|---|---|
| Jeff Branick | County Judge |
| Eddie Arnold | Commissioner, Precinct 1 |
| Brent Weaver | Commissioner, Precinct 2 |
| Michael Sinegal | Commissioner, Precinct 3 |
| Everette "Bo" Alfred | Commissioner, Precinct 4 |
| Carolyn Guidry | County Clerk |

and all of said persons were present, except the following absentee(s): EDDIE ARNOLD, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

**AN ORDER AUTHORIZING THE ISSUANCE OF "JEFFERSON COUNTY, TEXAS, TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019"; SPECIFYING THE TERMS AND FEATURES OF SAID CERTIFICATES; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES OF OBLIGATION BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE COUNTY; AND A SUBORDINATE LIEN AND LIMITED PLEDGE OF CERTAIN NET REVENUES NOT TO EXCEED $10,000 IN THE AGGREGATE TO BE REALIZED AND RECEIVED BY THE COUNTY FROM THE FORD PARK ENTERTAINMENT COMPLEX RV PARK MANAGEMENT AGREEMENT; AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID CERTIFICATES, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND AUTHORIZING AN OFFICIAL STATEMENT AND DISTRIBUTION THEREOF; AND PROVIDING AN EFFECTIVE DATE**

2. That a true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said resolution has been duly recorded in the Commissioners Court's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioners Court's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Commissioners Court as indicated therein; that each of the officers and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551 et seq., Texas Government Code Annotated.

SIGNED and SEALED this 21st day of May, 2019.

County Judge

County Clerk

(SEAL)

**ORDER NO. _____**

**AN ORDER AUTHORIZING THE ISSUANCE OF "JEFFERSON COUNTY, TEXAS, TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019"; SPECIFYING THE TERMS AND FEATURES OF SAID CERTIFICATES; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES OF OBLIGATION BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE COUNTY; AND A SUBORDINATE LIEN AND LIMITED PLEDGE OF CERTAIN NET REVENUES NOT TO EXCEED $10,000 IN THE AGGREGATE TO BE REALIZED AND RECEIVED BY THE COUNTY FROM THE FORD PARK ENTERTAINMENT COMPLEX RV PARK MANAGEMENT AGREEMENT; AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID CERTIFICATES, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND AUTHORIZING AN OFFICIAL STATEMENT AND DISTRIBUTION THEREOF; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS,** the Commissioners' Court deems it advisable to issue Certificates of Obligation in the amount of $15,395,000, for the purpose of paying contractual obligations of the County to be incurred for making repairs, improvements, renovations and upgrades to County owned buildings and purchasing certain equipment, software and machinery for County owned buildings (the "Project") and to pay the cost of issuance of such obligations and professional services incurred in connection therewith. The Project to be financed with the proceeds of the Certificates includes: (1) LED lighting upgrades, DDC Building automation system upgrades and water conservation upgrades to County owned buildings and facilities, (2) chiller replacements and piping upgrades to the Jefferson County Courthouse plant, (3) air-cooled DX AC replacements for multiple County owned buildings, (4) computer maintenance management systems for County owned buildings, (5) HHW/DX cooling replacement for the Minnie Rogers Juvenile Justice Center Building, (6) chiller replacements and piping upgrades for Ford Arena Plant, (7) CHW/HHW Air Handling Unit Replacements for the downtown County Jail and the old Jefferson County Courthouse, (8) phone system and security camera upgrades for the Jefferson County Correctional Facility, (9) CHW/HHW air handling unit replacement for the Main Terminal of the Jefferson County Airport, (10) walk-in freezer and cooler upgrades in multiple County owned buildings, (11) smoke purge fan upgrades for and resealing and repairs to the downtown County Jail, and (12) gate access and camera upgrades for the Jefferson County Airport.

**WHEREAS,** the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271 of the Local Government Code as amended and Chapter 302, Texas Local Government Code, as amended.

**WHEREAS,** the Commissioners' Court has heretofore, on the 8th day of April, 2019, adopted a resolution authorizing and directing the County to give notice of intention to issue Certificates of Obligation.

**WHEREAS,** said notice has been duly published in ***The Beaumont Enterprise***, which is a newspaper of general circulation in said County, in its issues of April 10, 2019 and April 17, 2019, the date of the first publication of such notice being not less than thirty (30) days prior to the tentative date stated therein for the adoption of the Order authorizing the issuance of such Certificates of Obligation.

**WHEREAS,** no petition protesting the issuance of the certificates of obligation and bearing valid petition signatures of at least 5% of the qualified electors of the County has been presented to or filed with the County Judge, County Clerk or any other official of the County on or prior to the date of the passage of this Order.

**WHEREAS,** the Commissioners' Court hereby finds and determines the certificates of obligation described in the aforesaid notice should be issued and sold at this time in the amount and manner hereinafter provided.

**WHEREAS,** the meeting was open to the public and public notice of the time, place and purpose of said meeting was given pursuant to Chapter 551, Texas Government Code.

**NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS;**

**Section 1: Amount and Purpose of the Certificates of Obligation.** The certificate of obligation or certificates of obligation of Jefferson County, Texas (the "County") are hereby authorized to be issued and delivered in the aggregate principal amount of $15,395,000, for the purpose of paying contractual obligations of the County to be incurred for making repairs, improvements, renovations and upgrades to County owned buildings and purchasing certain equipment, software and machinery for County owned buildings (the "Project") and to pay the cost of issuance of such obligations and professional services incurred in connection therewith. The Project to be financed with the proceeds of the Certificates includes: (1) LED lighting upgrades, DDC Building automation system upgrades and water conservation upgrades to County owned buildings and facilities, (2) chiller replacements and piping upgrades to the Jefferson County Courthouse plant, (3) air-cooled DX AC replacements for multiple County owned buildings, (4) computer maintenance management systems for County owned buildings, (5) HHW/DX cooling replacement for the Minnie Rogers Juvenile Justice Center Building, (6) chiller replacements and piping upgrades for Ford Arena Plant, (7) CHW/HHW Air Handling Unit Replacements for the downtown County Jail and the old Jefferson County Courthouse, (8) phone system and security camera upgrades for the Jefferson County Correctional Facility, (9) CHW/HHW air handling unit replacement for the Main Terminal of the Jefferson County Airport, (10) walk-in freezer and cooler upgrades in multiple County owned buildings, (11) smoke purge fan upgrades for and resealing and repairs to the downtown County Jail, and (12) gate access and camera upgrades for the Jefferson County Airport. Each certificate of obligation issued pursuant to this Order shall be designated: "JEFFERSON COUNTY, TEXAS TAX AND

REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019", and initially there shall be issued, sold, and delivered hereunder a single fully registered certificate of obligation to initial purchaser or its designee, without interest coupons, payable in installments of principal (the "Initial Certificate of Obligation"), but the Initial Certificate of Obligation shall be assigned and transferred and/or converted into and exchanged for a like aggregate principal amount of fully registered certificates of obligation only, without interest coupons, having maturities, and in the denomination or denominations of $5,000 or any integral multiple of $5,000, all in the manner hereinafter provided. The term "Certificates of Obligation" as used in this Order shall mean and include collectively the Initial Certificate of Obligation and all substitute certificates of obligation exchanged therefor, as well as all other substitute certificates of obligation and replacement certificates of obligation issued pursuant hereto, and the term "Certificate of Obligation" shall mean any of the Certificates of Obligation.

**Section 2: Fully Registered Obligations - Authorized Denominations-Stated Maturities-Date.** The Certificates are issuable in fully registered form only and shall be dated June 1, 2019 (the "Dated Date") and shall be in denominations of $5,000 or any integral multiple thereof (within a Stated Maturity), and the Certificates shall become due and payable, subject to the prior maturity in accordance with this Order, on August 1 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the following schedule:

| Stated Maturity | Principal Amount | Interest Rate |
|---|---|---|
| 2020 | 500,000 | 5.000% |
| 2021 | 525,000 | 5.000% |
| 2022 | 550,000 | 5.000% |
| 2023 | 575,000 | 5.000% |
| 2024 | 605,000 | 5.000% |
| 2025 | 635,000 | 5.000% |
| 2026 | 665,000 | 5.000% |
| 2027 | 700,000 | 5.000% |
| 2028 | 735,000 | 5.000% |
| 2029 | 775,000 | 3.000% |
| 2030 | 795,000 | 3.000% |
| 2031 | 820,000 | 3.000% |
| 2032 | 845,000 | 3.000% |
| 2033 | 870,000 | 3.000% |
| 2034 | 895,000 | 3.000% |
| 2035 | 925,000 | 3.000% |
| 2036 | 950,000 | 3.000% |
| 2039 | 1,040,000 | 3.000% |

**$1,990,000 3.000% Term Certificates, Due August 1, 2038**

Interest on the Certificates will accrue from the date of delivery of the Certificates to the initial purchaser and is payable commencing on August 1, 2019 and on each February 1 and

August 1 thereafter until maturity or prior redemption. Interest will be calculated on the basis of a 360-day year of twelve 30-day months.

**Section 3: Terms of Payment-Paying Agent/Registrar.** The principal of and the interest on the Certificates, due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of BOKF, NA, Dallas, Texas to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the County by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", the form of which has been presented to and is hereby approved and authorized by the Commissioners' Court, and such reasonable rules and regulations as the Paying Agent/Registrar and the County may prescribe. The County Judge and County Clerk are authorized to execute and deliver such Agreement in connection with the delivery of the Certificates. The County covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the County agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities or the prior redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices in Dallas, Texas (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose name appears in the Security Register at the close of business on the Record Date (the close of business on the fifteenth ($15^{th}$) day of the month next preceding such Interest Payment Date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the County where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/ Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business next preceding the date of mailing of such notice.

**Section 4: (a) Optional Redemption.** The County reserves the right, at its option, to redeem Certificates having stated maturities on and after August 1, 2029, in whole or in part in principal amounts of $5,000 or any integral multiple thereof, on August 1, 2028, or any date thereafter, at par plus accrued interest from the most recent Interest Payment Date to the date fixed for redemption. If less than all the Certificates of a stated maturity are to be redeemed, the Certificates, or portions thereof, within such maturity to be redeemed shall be selected by lot or other customary method.

At least forty-five (45) days prior to a redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the County shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor. The decision of the County to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the County.

By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or the portions thereof which are to be redeemed, plus accrued interest to the date fixed for redemption. If a portion of any Certificate is redeemed, a substitute Certificate having the same maturity date, bearing interest at the same rate, and in the aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon surrender of the Certificate redeemed, at the expense of the County, all as provided in the Order.

**(b) Mandatory Redemption.** In addition to being subject to optional redemption, the Certificates maturing on August 1, 2038 ("Term Certificates") shall be subject to mandatory sinking fund redemption on the date and at the redemption price of par and accrued interest to the date of redemption as follows:

| Redemption Date | Principal Amount |
|---|---|
| 8/1/2037 | $ 980,000 |
| 8/1/2038* | $1,010,000 |

*Maturity

At least forty-five (45) days prior to each redemption date specified above the Term Certificates are to be mandatorily redeemed, the Paying Agent/Registrar shall select by lot the numbers of the Term Certificates to be redeemed on the next following August 1 from moneys

set aside for that purpose in the Certificate Fund (as hereinafter defined). Any Term Certificate not selected for prior redemption shall be paid on the date of its Stated Maturity.

The principal amount of the Term Certificates required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the County, by the principal amount of Term Certificates which, at least forty-five (45) days prior to a mandatory redemption date, (1) shall have been acquired by the County at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

(c) **Selection of Certificates for Redemption.** If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by $5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot.

(d) **Notice of Redemption.** Not less than 30 days prior to a redemption date for the Certificates, the County shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to each Registered Owner of each Certificate to be redeemed in whole or in part, at the address of the Registered Owner appearing on the registration books maintained by the Paying Agent/Registrar. Such notice shall state, among other matters, the redemption date, the redemption price, the place at which Certificates are to be surrendered for payment and, if less than all the Certificates are to be redeemed, the numbers of the Certificates or portions thereof to be redeemed. Any notice of redemption so mailed shall be conclusively presumed to have been duly given whether or not the Registered Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for payment of the redemption price of the Certificates or portions thereof to be redeemed. When Certificates have been called for redemption in whole or in part and due provision made to redeem the same, the Certificates or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of being paid solely from the finds so provided for redemption, and the rights of the Registered Owner to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof for redemption shall terminate on the date fixed for redemption.

(e) **Conditional Notice of Redemption.** With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by this Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the County, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the County shall not redeem such

Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

**Section 5: Registration - Transfer - Exchange of Certificates-Predecessor Certificates.** The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Order, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the Initial Certificate(s) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates (other than the Initial Certificate(s) authorized in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates to the Holder requesting the exchange.

All Certificates issued in any transfer or exchange of Certificates shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class, postage prepaid to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the County, evidencing the same obligation to pay, and entitled to the same benefits under this Order, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to the

provisions of Section 19 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the County nor the Paying Agent/ Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

**Section 6: Book-Entry Only Transfers and Transactions.** Notwithstanding the provisions contained herein relating to the payment and transfer/exchange of the Certificates, the County hereby approves and authorizes the use of "Book-Entry Only" securities clearance, settlement and transfer system provided by The Depository Trust Company (DTC), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the Blanket Letter of Representation, by and between the County and DTC (the "Depository Agreement") relating to all issues that the County shall request to be made eligible for deposit by DTC.

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the County determines that DTC is incapable of properly discharging its duties as securities depository for the Certificates, the County covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and provide for the printed certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in printed form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions hereof.

**Section 7: Execution - Registration.** The Certificates shall be executed on behalf of the County by the County Judge under its seal reproduced or impressed thereon, countersigned by the County Clerk and registered by the County Treasurer. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the County had been impressed on each of the Certificates. Any such officer of the County whose manual or facsimile signature shall appear on the Certificates shall cease to be such officer before the authentication of such Certificates or before the delivery of such Certificates, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office.

No Certificate shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

**Section 8: Initial Certificate(s).** The Certificates herein authorized shall be initially issued as a single fully registered certificate to be numbered T-1 (the "Initial Certificate") and, the Initial Certificate shall be registered in the name of the initial purchaser or the designee thereof. The Initial Certificate shall be submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser or the designee thereof. Any time after the delivery of the Initial Certificate, the Paying Agent/Registrar, shall cancel the Initial Certificate delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates in multiple fully registered certificates with one certificate for each Stated Maturity to be numbered consecutively from CR-1 and upward (the "Definitive Certificates") for transfer and delivery to the Cede & Co. as nominee for Depository Trust Company on behalf of Purchaser as specified in the Official Statement for issuance of the Certificates.

**Section 9: Forms. (a) Forms Generally.** The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements thereon as may, consistently herewith, be established by the County or determined by the officers executing such Certificates as evidenced by their execution. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate(s).

The Definitive Certificates and the Initial Certificate shall be printed, lithographed, or engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

**(b) Form of Definitive Certificates.**

**REGISTERED** **REGISTERED**
**NO. CR-__** **$_____**

**UNITED STATES OF AMERICA**
**STATE OF TEXAS**
**JEFFERSON COUNTY, TEXAS,**

## TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019

| **Dated Date:** | **Interest Rate:** | **Stated Maturity:** | **CUSIP:** |
|---|---|---|---|
| June 1, 2019 | | | |

**Registered Owner:**
**Principal Amount:** DOLLARS

JEFFERSON COUNTY, TEXAS (the "County"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the Dated Date at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on August 1 and February 1 in each year, commencing August 1, 2019. Principal of this Certificate is payable at its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Order hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the close of business on the fifteenth (15th) day of the month next preceding such interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of $15,395,000 (herein referred to as the "Certificates") for the purpose of paying contractual obligations of the County to be incurred for making repairs, improvements, renovations and upgrades to County owned buildings and purchasing certain equipment, software and machinery for County owned buildings (the "Project") and to pay the cost of issuance of such obligations and professional services incurred in connection therewith. The Project to be financed with the proceeds of the Certificates includes: (1) LED lighting upgrades, DDC Building automation system upgrades and water conservation upgrades to County owned buildings and facilities, (2) chiller replacements and piping upgrades to the Jefferson County Courthouse plant, (3) air-cooled DX AC replacements for multiple County owned buildings, (4) computer maintenance management systems for County owned buildings, (5) HHW/DX cooling replacement for the Minnie Rogers Juvenile Justice Center Building, (6) chiller replacements and piping upgrades for Ford Arena Plant, (7) CHW/HHW Air Handling Unit Replacements for the downtown County Jail and the old Jefferson County Courthouse, (8) phone system and security

camera upgrades for the Jefferson County Correctional Facility, (9) CHW/HHW air handling unit replacement for the Main Terminal of the Jefferson County Airport, (10) walk-in freezer and cooler upgrades in multiple County owned buildings, (11) smoke purge fan upgrades for and resealing and repairs to the downtown County Jail, and (12) gate access and camera upgrades for the Jefferson County Airport; under and in strict conformity with the Constitution and laws of the State of Texas, particularly V.T.C.A., Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an order adopted by the Commissioners' Court of the County (herein referred to as the "Order").

The Certificates maturing on August 1, 2038 ("Term Certificates") shall be subject to mandatory sinking fund redemption on the date and at the redemption price of par and accrued interest to the date of redemption as follows:

| Redemption Date | Principal Amount |
|---|---|
| 8/1/2037 | $ 980,000 |
| 8/1/2038* | $1,010,000 |

*Maturity

The principal amount of the Term Certificates required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the County, by the principal amount of Term Certificates which, at least 45 days prior to a mandatory redemption date, (1) shall have been acquired by the County at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

The Certificates having stated maturities on or after August 1, 2029, may be redeemed prior to their Stated Maturities, at the option of the County, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on August 1, 2028, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty days prior to a redemption date, the County shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Order. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Order for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the County and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the County and are additionally payable from and secured by a subordinate lien on and pledge of the Net Revenues (as defined in the Order) in an amount not to exceed $10,000 received by the County from the Ford Park Entertainment Complex RV Park Management Agreement (the "RV Park Agreement"), such lien and pledge, however, being junior and subordinate to the lien on and pledge of such Net Revenues securing the payment of the "Prior Lien Obligations" (defined in the Order) hereafter issued by the County. In the Order, the County reserves and retains the right to issue Prior Lien Obligations without limitation as to principal amount but subject to any applicable terms, conditions or restrictions under law or otherwise as well as the right to issue Additional Obligations (defined in the Order) payable from the same sources as the Certificates.

Reference is hereby made to the Order, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the owner or holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of (i) the tax levied for the payment of the Certificates and (ii) the subordinate pledge of and lien on the Net Revenues for the payment of the Certificates; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the County and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the pledge of the Net Revenues and covenants made in the Order may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Order.

This Certificate, subject to certain limitations contained in the Order, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The County and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the County nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the County is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the County have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Order; that the Certificates do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates as aforestated. In case any provision in this Certificate shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Commissioners' Court of the County has caused this Certificate to be duly executed under the official seal of the County as of the Dated Date.

(SEAL)

**Jefferson County, Texas**

_____
County Judge

REGISTERED:

_____
County Treasurer

_____
County Clerk

(c) ***Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Certificate only.**

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

| | | |
|---|---|---|
| OFFICE OF THE COMPTROLLER | § | |
| OF PUBLIC ACCOUNTS | § | REGISTER NO. _____ |
| | § | |
| THE STATE OF TEXAS | § | |

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

*NOTE TO PRINTER: Do Not Print on Definitive Certificates

(d) **Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.**

Registration Date: _____

**AUTHENTICATION CERTIFICATE**

It is hereby certified that this Certificate is one of the Certificates described in and delivered pursuant to the Order described in the text of this Certificate, in exchange for or in replacement of a certificate, certificates or a portion of a certificate or certificates of a Series which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

**BOKF, NA**

By _____
Authorized Signature

(e) **Form of Assignment.**

**ASSIGNMENT**

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:)_____

_____

_____

(Social Security or other identifying number_____) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

_____

Signature guaranteed:

_____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

(f) **Form of Initial Certificate.** The Initial Certificate shall be in a form set forth in subsection (b) of this Section, except the heading and first paragraph shall be replaced and completed as set forth below:

**REGISTERED**
**NO. T-1**

**REGISTERED**
**$15,395,000**

**UNITED STATES OF AMERICA**
**STATE OF TEXAS**
**JEFFERSON COUNTY, TEXAS,**
**TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019**

**Dated Date:**
June 1, 2019

**CUSIP:**

**Registered Owner:**
**Principal Amount:**

DOLLARS

JEFFERSON COUNTY, TEXAS (the "County"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the principal amount above stated on August 1 in the years and in principal installments in accordance with the following schedule:

| Stated Maturity | Principal Amount | Interest Rate |
|---|---|---|
| 2020 | 500,000 | 5.000% |
| 2021 | 525,000 | 5.000% |
| 2022 | 550,000 | 5.000% |
| 2023 | 575,000 | 5.000% |
| 2024 | 605,000 | 5.000% |
| 2025 | 635,000 | 5.000% |

| | | |
|---|---|---|
| 2026 | 665,000 | 5.000% |
| 2027 | 700,000 | 5.000% |
| 2028 | 735,000 | 5.000% |
| 2029 | 775,000 | 3.000% |
| 2030 | 795,000 | 3.000% |
| 2031 | 820,000 | 3.000% |
| 2032 | 845,000 | 3.000% |
| 2033 | 870,000 | 3.000% |
| 2034 | 895,000 | 3.000% |
| 2035 | 925,000 | 3.000% |
| 2036 | 950,000 | 3.000% |
| 2039 | 1,040,000 | 3.000% |

**$1,990,000 3.000% Term Certificates, Due August 1, 2038**

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amounts hereof from the Dated Date at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on August 1 and February 1 of each year, commencing August 1, 2019, until maturity or prior redemption. Principal installments of this Certificate are payable at its Stated Maturity or on a redemption date to the registered owner hereof by BOKF, NA, Dallas, Texas (the 'Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in Dallas, Texas (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the close of business on the fifteenth (15th) day of the month next preceding such interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prep aid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

**Section 10: Definitions.** For purposes of this Order and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

(a) The term **"Additional Obligations"** shall mean additional tax and revenue obligations hereafter issued under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271 or other law that are payable from ad valorem taxes and additionally payable from and secured by a lien on and pledge of the Net Revenues (as defined herein).

(b) The term **"Certificate Fund"** shall mean the special Fund created and established under the provisions of Section 13 of this Order.

(c) The term **"Certificates"** or **"Certificates of Obligation"** shall mean the Jefferson County, Texas $15,395,000 Tax and Revenue Certificates of Obligation, Series 2019 authorized by this Order.

(d) The term **"Closing Date"** shall mean the date of the initial delivery of and payment for the Certificates.

(e) The term **"Code"** shall mean the Internal Revenue Code of 1986, as amended.

(f) The term **"Collection Date"** shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the County become delinquent.

(g) The term **"Commissioners' Court"** shall mean the governing body of the County.

(h) The term **"Comptroller"** shall mean the Comptroller of Public Accounts of the State of Texas.

(i) The term **"County"** shall mean the Jefferson County, Texas.

(j) The term **"Dated Date"** shall have the meaning as stated in Section 2 of this Order.

(k) The term **"Debt Service Requirement"** shall mean (i) the interest on the Certificates and (ii) a sinking fund for payment of principal of the Certificates at Stated Maturity or earlier redemption or a sinking fund of 2% (whichever amount is greater).

(l) The term **"Fiscal Year"** shall mean the twelve-month period ending on September 30th of each year, unless otherwise designated by the County.

(m) The term **"Government Securities"** shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United

States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the County are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the County, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(n) The term **"Gross Revenues"** shall mean revenues, income and receipts of every nature derived or received by the County from the RV Park Agreement (as defined herein) not to exceed $10,000.

(o) The term **"Interest Payment Date"** when used in connection with any Certificate, shall mean August 1, 2019 and each February 1 and August 1 thereafter until maturity or redemption.

(p) The term **"County Expenses"** shall mean, for any defined period, any current expenses and costs payable by the County pursuant to the RV Park Agreement, including all salaries, labor, materials and repairs necessary to render efficient service; provided, however, that only such repairs, as in the judgment of the Commissioners' Court, reasonably and fairly exercised, are necessary to maintain the operations shall be deducted in determining Net Revenues. Depreciation charges shall not be considered County Expenses. County Expenses shall include payments under contracts for repair and operations of the RV Park Agreement.

(q) The term **"Net Revenues"** shall mean Gross Revenues paid under the RV Park Agreement (defined herein) remaining after deduction of the County Expenses in any particular fiscal year or period to which the term is applicable.

(r) The term **"Order"** shall mean this Order authorizing the Certificates.

(s) The term **"Outstanding"** when used in this Order with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Order, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the County in accordance with the provisions of Section 20 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 19 hereof.

(t) The term **"Owner"** or **"Registered Owner"** when used with respect to any Certificate, shall mean the person or entity, in whose name such Certificate is registered in the Register.

(u) The term **"Paying Agent"** shall mean the Registrar.

(v) The term **"Prior Lien Obligations"** shall mean all bonds, certificates of obligation or similar obligations hereafter issued that are payable from and secured by a lien on and pledge of Net Revenues of the RV Park Agreement, which are prior in right and claim to the lien on and pledge of the Net Revenues securing the payment of the Certificates.

(w) The term **"Purchaser"** shall mean Robert W. Baird & Co., Inc.

(x) The term **"Record Date"** shall mean close of business on the fifteenth (15th) day of the month next preceding such Interest Payment Date.

(y) The term **"Register"** shall mean the books of registration kept by the Registrar in which are maintained in name and addresses and the principal amount registered to each Owner.

(z) The term **"Registrar"** shall mean BOKF, NA, Dallas, Texas and its successors in that capacity. The office of the Registrar herein designated shall be designated as the office of the Registrar for the presentment of certificates.

(aa) The term **"RV Park Agreement"** shall mean (i) the agreement between I-10 RV LLC and the County for the management services for the RV Park located on 15 acres in the southeast corner of the 221-acre entertainment complex in the Southeast Texas Entertainment Complex (the "RV Park") which the County receives a percentage of gross rental revenue received currently paid by I-10 RV in conjunction with the operation of the RV Park and three (3%) percent of all gross sales revenue from the convenience store, game room and vending machines serving the RV Park, (ii) any renewals or amendments to said Agreement with I-10 RV and (iii) any subsequent operations and/or maintenance agreement for the RV Park.

**Section 11: Tax Levy.** To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their payment at maturity or redemption or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while said Certificates or any interest thereon shall remain Outstanding, a sufficient tax on each one hundred dollars' valuation of taxable property in said County, adequate to pay such

Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The Commissioners' Court hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the County for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

**(a)** Prior to the date the Commissioners' Court establishes the annual tax rate and passes an order levying ad valorem taxes each year, the County shall determine:

(1) The amount on deposit in the Certificate Fund after (i) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (ii) adding thereto the amount of the Net Revenues of the RV Park Agreement appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues of the RV Park Agreement, appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

**(b)** The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

**Section 12: Pledge of Net Revenues.** The County hereby covenants and agrees that an amount not to exceed $10,000 of the Net Revenues payable under the RV Park Agreement are hereby irrevocably pledged, to the extent and in the manner required in the proceedings relating to their issuance, to the payment of the principal of and interest on the Certificates and, if and when issued, Additional Obligations. The pledge of said Net Revenues of the RV Park Agreement herein made for the payment of the Certificates shall constitute a subordinate lien on the Net Revenues of the RV Park Agreement in accordance with the terms and provisions hereof and be valid and binding and fully perfected from and after the date of adoption of this Order

without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Order or any other act; all as provided in Chapter 1208 of the Texas Government Code.

Chapter 1208 applies to the issuance of the Certificates and the pledge of Net Revenues of the RV Park Agreement granted by the County under this Order, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the RV Park Agreement granted by the County under this Section of the Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

**Section 13: Certificate Fund.** For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the County known as the "SERIES 2019 TAX AND REVENUE CERTIFICATES OF OBLIGATION FUND", and all moneys deposited to the credit of such Fund shall be kept and maintained in a special banking account at the County's depository bank. Authorized officials of the County are hereby authorized and directed to make withdrawals from said Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the County, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (V.T.C.A., Government Code, Chapter 2256) relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from said Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

**Section 14: RV Park Agreement Revenues.** The County covenants and agrees that all Gross Revenues shall be deposited as collected into the Ford Park Fund maintained at an official depository of the County. All Gross Revenues deposited to the credit of the RV Park Agreement Fund shall be allocated, appropriated and budgeted to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of all County Expenses under the RV Park Agreement or required by statute to be a first charge on and claim against the revenues of the RV Park Agreement,

Second: To the payment of any amounts required to be deposited in the special funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of orders authorizing the issuance of Prior Lien Obligations.

Third: To the payment, equally and ratably, of the amounts required to be deposited in funds and accounts created and established for the payment of the Certificates (the Certificate Fund) and Additional Obligations.

Any Net Revenues remaining in the RV Park Agreement Fund after satisfying the foregoing payments or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other County purpose now or hereafter permitted by law.

**Section 15: Project Fund.** The County shall establish a separate fund to be entitled the "Jefferson County, Texas 2019 Series Project Account" (the "Project Fund"). Immediately after the sale and delivery of the Certificates, that portion of the proceeds of the Certificates save and except the cost of issuance of the Certificates payable at the Closing shall be deposited into the Project Fund and disbursed for such purposes as authorized by this Order. Pending completion of the purposes for paying contractual obligations to be incurred for the Facilities and related professional services incurred in connection therewith, interest earned on such proceeds may be used, at the County's discretion, for the purpose of paying contractual obligations to be incurred for the Facilities for professional services related thereto, and shall be accounted for, maintained, deposited and expended as permitted by §1201.043, Government Code, as from time to time in effect, or as otherwise required by applicable law. Thereafter, such interest shall be deposited in the Certificate Fund. Upon completion of the paying of the contractual obligations for the Facilities and the payment of professional services incurred in connection therewith, the monies, if any, remaining in the Project Fund shall be transferred and deposited by the County into the Certificate Fund.

**Section 16: Special Covenants.** The County hereby further covenants as follows:

(a) **Security for Funds.** All moneys on deposit in the Funds for which this Order makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Order.

(b) **Pledge of Revenues.** It has the lawful power to pledge the Net Revenues of the RV Park Agreement to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under V.T.C.A., Local Governmental Code, Subchapter C of Chapter 271.

(c) **Prior Obligations.** Other than for the payment of the Certificates, the Net Revenues of the RV Park Agreement have not in any manner been pledged to the payment of any debt or obligation of the County or of the RV Park Agreement.

(d) **RV Park Operation.** The County covenants and agrees that while the Certificates remain Outstanding, the RV Park Agreement or renewals or amendments thereto or subsequent operation or management agreements as to the RV Park shall require any RV Park operator to satisfy the insurance obligations set forth in the RV Park Agreement or any subsequent management and/or operation agreement.

(e) **Records.** The County covenants and agrees that so long as any of the Certificates remain Outstanding it will keep and maintain separate and complete records and accounts pertaining to the operations of the RV Park Agreement in which complete and correct entries shall be made of all transactions relating thereto, as provided by applicable law.

(f) **Sale or Encumbrance of RV Park.** As long as any Certificates or any interest thereon remain Outstanding, the County will not sell, lease or encumber (except in the manner provided in Section 17 of this Order) the RV Park or any substantial part thereof, provided that this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the RV Park.

**Section 17: Issuance of Prior Lien Obligations/Additional Obligations.** The County hereby expressly reserves the right to hereafter issue bonds, notes, warrants, certificates of obligation, or similar obligations, payable, wholly or in part, as appropriate, from and secured by a pledge of and lien on the Net Revenues of the RV Park Agreement prior and superior in right to, on a parity with, or subordinate to the pledge of and lien on the Net Revenues in favor of the Certificates, without limitation as to principal amount, but subject to any terms, conditions, or restrictions applicable thereto under existing orders, laws, or otherwise.

**Section 18: Application of Previously Issued Debt Covenants and Agreements.** It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the RV Park Agreement, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the orders authorizing the issuance of the previously issued debt, and to the extent of any irreconcilable conflict between the provisions contained herein and in the orders authorizing the issuance of the previously issued debt, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Order but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the previously issued debt. Notwithstanding the above, any change or modification affecting the application of revenues derived from the operation of the RV Park Agreement shall not impair the obligation of contract with respect to the pledge of revenues herein made for the payment and security of the Certificates.

**Section 19: Mutilated - Destroyed - Lost and Stolen Certificates.** In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the County and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the County and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holders of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

**Section 20: Satisfaction of Obligation of County and Defeasance.** The County may defease, refund or discharge the Certificates and the provisions of this Order and discharge its obligation to the Owners of any or all of the Certificates to pay principal, interest and redemption premium, if any, thereon in any manner permitted by law. If the County shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Order, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the County to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/ Registrar have been made) the redemption date thereof. The County covenants that no deposit of moneys or Government Securities will be made under this Section

and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the County or deposited as directed by the County. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the County be remitted to the County against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the County shall be subject to any applicable unclaimed property laws of the State of Texas.

**Section 21: Order as a Contract – Amendments.** This Order shall constitute a contract with the Holders from time to time, be binding on the County, and shall not be amended or repealed by the County so long as any Certificate remains Outstanding except as permitted in this Section. The County may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the County may, with the consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

**Section 22: Covenants to Maintain Tax-Exempt Status. (a) Definitions.** When used in this Section, the following terms have the following meanings:

**"Computation Date"** has the meaning set forth in Section 1.148-1(b) of the Regulations.

**"Gross Proceeds"** means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

**"Investment"** has the meaning set forth in Section 1.148-1(b) of the Regulations.

**"Nonpurpose Investment"** means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

**"Rebate Amount"** has the meaning set forth in Section 1.148-1(b) of the Regulations.

**"Regulations"** means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

**"Yield"** of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

**(b) Not to Cause Interest to Become Taxable.** The County shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the County receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the County shall comply with each of the specific covenants in this Section.

**(c) No Private Use or Private Payments.** Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the County shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the County or interest

earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) **No Private Loan.** Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the County shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) **Not to Invest at Higher Yield.** Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the County shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) **Not Federally Guaranteed.** Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the County shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) **Information Report.** The County shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) **No Rebate Required.** The County warrants and represents that it satisfies the requirements of paragraph (2) and (3) of section 148(f) of the Code with respect to the Certificates without making the payments for the United States described in such section. Specifically, the County warrants and represents that:

(1) the County is a governmental unit with general taxing powers;

(2) at least 95% of the Gross Proceeds of the Certificates will be used for the local governmental activities of the County;

(3) the amount authorized by the Official Statement.

PROVIDED, HOWEVER, should additional tax exempt obligations be issued or incurred, including lease purchase financings, in the next twelve calendar months which would

cause the total face amount of tax exempt obligations issued and incurred in such calendar year to exceed $15,395,000, the County agrees and covenants that it will maintain complete records regarding the investments of the proceeds of sale of the Certificates and rebate any "arbitrage profits" to the United States as required by Section 148(f) of the Code.

(i) **Elections.** The County hereby directs and authorizes the County Judge and County Clerk, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(j) **Record Retention.** The County will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Certificates until three years after the last Certificate is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the County to retrieve and reproduce such books and records in the event of an examination of the Certificates by the Internal Revenue Service.

(k) **Registration.** The Certificates will be issued in registered form.

(l) **Deliberate Actions.** The County will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to fail to meet any requirement of section 141 of the Code after the issue date of the Certificates unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations, the County takes such remedial action, and the County receives an opinion from bond counsel that such remedial action cures any failure to meet the requirements of section 141 of the Code.

**Section 23: Sale of Certificates; Official Statement.** The Certificates are sold and delivered to Robert W. Baird & Co., Inc. pursuant to their bid of May 13, 2019, at a price of $15,395,000.00 plus a cash premium of $1,159,686.40, less an Underwriter's discount of $180,499.06. The sale and delivery of the Certificates is hereby authorized, approved, ratified and confirmed subject to the approving opinions as to the legality of the Certificates of the Attorney General of the State of Texas and of Germer PLLC and Creighton, Fox, Johnson & Mills, PLLC, co-bond counsel. It is hereby found and determined by the County that bid of Robert W. Baird & Co., Inc. is the best bid for the Certificates and is hereby awarded to said bidder. The County finds that the net effective interest rate of the Certificates is 2.792051%. By execution hereof, the County ratifies and affirms the prior authorization for delivery of a preliminary official statement and hereby authorizes distribution of an official statement as to the Certificates.

**Section 24: Proceeds of Sale.** The proceeds of sale of the Certificates received from the Purchaser after the payment of the costs of issuance of the Certificates shall be deposited in the Project Fund maintained at the County's depository bank pursuant to Chapter 116, Texas Local Government Code. Pending expenditure for authorized projects and purposes, such proceeds of

sale may be invested in authorized investments and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the Commissioners' Court. Any proceeds of sale of the Certificates, including investment earnings, remaining after completion of Project shall be used for the contractual obligations of the County to be incurred for making repairs, improvements, renovations and upgrades to County owned buildings and purchasing certain equipment, software and machinery for County owned buildings.

**Section 25: Control and Custody of Certificates.** The County Judge shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchaser.

Furthermore, the County Judge and County Clerk, any one or more of said officials, are hereby authorized and directed to furnish and execute such documents and certifications relating to the County and the issuance of the Certificates, including a certification as to facts, estimates, circumstances and reasonable expectations pertaining to the use and expenditure and investment of the proceeds of the Certificates as may be necessary for the approval of the Attorney General and their registration by the Comptroller of Public Accounts. In addition, such officials, together with the County's financial advisor, bond counsel and the Paying Agent/Registrar, are authorized and directed to make the necessary arrangements for the delivery of the Initial Certificate(s) to the Purchaser and the initial exchange thereof for definitive Certificates. In addition, prior to the initial delivery of the Certificates, the County Judge, the County Auditor, the County Treasurer, the County Clerk, Chief Deputy County Clerk, each County Commissioner, or Bond Counsel to the County, are each hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the documents authorized and approved by this Order: (i) in order to cure any technical ambiguity, formal defect, or omission in the Order or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Order, which determination shall be final. In the event that any officer of the County whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

**Section 26: Notices to Holders-Waiver.** Wherever this Order provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Order provides for

notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

**Section 27: Cancellation.** All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the County, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The County may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the County may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the County.

**Section 28: Continuing Disclosure of Information.**

(a) **Definitions:** As used in this Section, the following terms have the meanings ascribed to such terms below:

**"EMMA"** means the Municipal Market Access system.

**"MSRB"** means the Municipal Securities Rulemaking Board.

**"Rule"** means SEC Rule 15c2-l2, as amended from time to time.

**"SEC"** means the United States Securities and Exchange Commission.

(b) **Annual Reports.** The County shall provide annually to the MSRB through the EMMA, within six months after the end of each fiscal year, a copy of the County's annual audit prepared pursuant to Chapter 115, "Audit of County Finances," TEXAS LOCAL GOVERNMENT CODE. If such audited financial statements are unavailable, the County will provide financial statements on an unaudited basis within the above-described six-month period, including all quantitative financial information and operating data prepared in accordance with accounting principles established consistent with Texas law and generally accepted account principles.

The County's current fiscal year end is September 30. Accordingly, the County shall provide updated information by the last day of March in each year, unless the County changes its fiscal year. If the County changes its fiscal year, it will notify the MSRB through EMMA of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that theretofore has been provided to the MSRB through EMMA or filed with the SEC.

(c) **Material Event Notices.** The County will also provide in a timely manner not in excess of 10 business days after the occurrence of the event, notices of certain events to the MSRB through EMMA. The County will provide notice of any of the following events with respect to the Certificates: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6); adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security; (7) modifications to rights of holders of the Certificates, if material; (8) Certificate calls, if material and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Certificates, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership, or similar event to the County; (13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional Paying Agent/Registrar or the change of name of a paying Agent/Registrar, if material; (15) incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of financial obligation of the obligated person any of which affect security holders, if material; and (16) a default, event of acceleration, termination event, modification of terms or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties. In addition, the County will provide notice in a timely manner not in excess of 10 business days after the occurrence of the event, of any failure by the County to provide information, data, or financial statements in accordance with its agreement described above under "Annual Reports." The County will provide each notice described in this paragraph to the MSRB through EMMA.

For these purposes, (A) any event described in subsection (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County, (B) as used in (15) and (16), "Financial Obligation" means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a

source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule, and (C) the County intends the words used in paragraphs (15) and (16) and the definition of Financial Obligation to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the "2018 Release"), and any further amendments or written guidelines provided by the SEC or its staff with respect to the amendments to the rule effected by the 2018 Release.

In addition, the County will provide timely notice of any failure by the County to provide information, data, or financial statements in accordance with its agreement described above under "Annual Reports."

(d) **Limitations, Disclaimers, and Amendments.** The County has agreed to update information and to provide notices of material events only as described above. The County has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition or prospects or agreed to update any information that is provided, except as described above. The County makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Certificates at any future date. The County disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although registered owners of Certificates may seek a writ of mandamus to compel the County to comply with its agreement. The County may amend its continuing disclosure of information from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, if (i) the continuing disclosure of information, as amended, would have permitted an Underwriters to purchase or sell Certificates in the offering described herein in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the holders of a majority in aggregate principal amount of the outstanding Certificates consent to the amendment or (b) any person unaffiliated with the County (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Certificates. The County may also amend or repeal the provisions for its continuing disclosure of information if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an Underwriters from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If so amended, the County agrees to include with the next financial information and operating data provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

(e) **Availability of Information.** The County has agreed to provide the foregoing information only to the MSRB through EMMA. Investors will be able to access continuing disclosure information filed with the MSRB free of charge at www.emma.msrb.org. or the

County Auditor, 1149 Pearl Street, 7th Floor, Beaumont, Jefferson County, Texas 77701, (409) 835-8500.

**Section 29: Registrar.** The Registrar, by undertaking the performance of the duties of the Registrar and in consideration of the payment of fees are deposited money pursuant to this Order and the Paying Agent/Registrar Agreement substantially in the form executed by the County and the Paying Agent/Registrar accepts and agrees to abide by the terms of this Order. The County covenants that at all times while any Certificates are outstanding, the County will provide a commercial bank or trust company organized and doing business under the laws of the United States or any state, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least $10,000,000, subject to supervision or examination by federal or state authority and registered as a transfer agent with the Securities and Exchange Commission who act as Registrar for the Certificates. The County reserves the right to change the Registrar for the Certificates as provided in the Paying Agent/Registrar Agreement. Promptly upon appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar and shall notify each Owner, by United States Mail, first class, postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Order.

**Section 30: CUSIP Numbers.** CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the County nor attorneys approving the Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

**Section 31: No Personal Liability.** No recourse shall be had for payment of the principal of or premium, if any, or interest on any Certificate, or for any claim based thereon, or under this Order, against any official or employee of the County or any person executing any Certificate.

**Section 32: Benefits of Order.** Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the County, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, and this Order and all its provisions is intended to be and shall be for the sole and exclusive benefit of the County, the Paying Agent/Registrar, Assured Guaranty and the Holders.

**Section 33: Inconsistent Provisions.** All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters contained herein.

**Section 34: Governing Law.** This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**Section 35: Effect of Headings.** The Section headings herein are for convenience only and shall not affect the construction hereof.

**Section 36: Construction of Terms.** If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

**Section 37: Severability.** If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and the Commissioners' Court hereby declares that this Order would have been enacted without such invalid provision.

**Section 38: Public Meeting.** It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by V.T.C.A., Government Code, Chapter 551, as amended.

**Section 39: Effective Date.** This Order shall take effect and be in full force immediately from and after its adoption on the date hereof in accordance with the provisions of V.T.C.A., Government Code, §1201.028.

***[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]***

APPROVED AND ADOPTED this 13th day of May, 2019.

**Jefferson County, Texas**

By: _____
County Judge

ATTEST:

_____
County Clerk

(SEAL)

# NOTICE OF DEFEASANCE AND REDEMPTION

JEFFERSON COUNTY, TEXAS, TAX AND REVENUE CERTIFICATES OF OBLIAGATION, SERIES 2019, MATURITIES 2035, 2036, 2038 and 2039

**Schedule of Defeased Certificates**

| Maturity | Interest Rate | Original Cusip* | Principal Outstanding | Refunded Amount | Call Date |
|---|---|---|---|---|---|
| 08/01/2035 | 3.000% | 473502NH1 | $925,000 | $925,000 | 08/01/2028 |
| 08/01/2036 | 3.000% | 473502NJ7 | $950,000 | $950,000 | 08/01/2028 |
| 08/01/2038 | 3.000% | 473502NL2 | $1,990,000 | $1,990,000 | 08/01/2028 |
| 08/01/2039 | 3.000% | 473502NM0 | $1,040,000 | $1,040,000 | 08/01/2028 |

NOTICE IS HEREBY GIVEN THAT JEFFERSON COUNTY, TEXAS (the "County"), has defeased certain maturities of its outstanding Tax and Revenue Certificates of Obligation, Series 2019, including maturities 2035, 2036, 2038 and 2039 (the "Defeased Certificates") by the irrevocable deposit, on April 9, 2026, of cash and securities sufficient to pay the principal of and interest on the Defeased Certificates pursuant to the terms and provisions of an Escrow Agreement, dated as of April 9, 2026, between BOKF, N.A. (the "Escrow Agent") and the County. The County has called the Defeased Certificates for redemption on August 1, 2028 (the "Redemption Date") at a redemption price equal to the principal amount thereof plus interest accrued thereon to the Redemption Date, such Certificates being payable solely from the cash and securities on deposit with the Escrow Agent. The Defeased Certificates were originally issued under and secured by that certain order adopted by the Commissioners Court of the County on May 13, 2019.

Dated: April 9, 2026.

NOTICE OF PRIOR REDEMPTION

JEFFERSON COUNTY, TEXAS, TAX AND REVENUE CERTIFICATES OF OBLIAGATION, SERIES 2019, MATURITIES 2035, 2036, 2038 and 2039

NOTICE IS HEREBY GIVEN that Jefferson County, Texas has called for redemption the County's Tax and Revenue Certificates of Obligation, Series 2019, maturities 2035, 2036, 2038 and 2039, for redemption on August 1, 2028, as more fully set forth below.

**Schedule of Called Certificates**

| Maturity | Interest Rate | Original Cusip* | Principal Outstanding | Refunded Cusip* | Refunded Amount | Call Date |
|---|---|---|---|---|---|---|
| 08/01/2035 | 3.000% | 473502NH1 | $925,000 | | $925,000 | 08/01/2028 |
| 08/01/2036 | 3.000% | 473502NJ7 | $950,000 | | $950,000 | 08/01/2028 |
| 08/01/2038 | 3.000% | 473502NL2 | $1,990,000 | | $1,990,000 | 08/01/2028 |
| 08/01/2039 | 3.000% | 473502NM0 | $1,040,000 | | $1,040,000 | 08/01/2028 |

*** Note: The Issuer and BOKF, N.A. shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to the correctness indicated in the notice or as printed on any bond. They are included solely for the convenience of the holders.**

The redemption price for the above certificates is par plus accrued interest to August 1, 2028, the date fixed for redemption. Such certificates shall be redeemed and shall no longer bear interest after August 1, 2028, and shall be redeemed at BOFK, N.A., the Paying Agent, at its principal payment office in Dallas Texas, as follows:

| **Express Delivery** | **First Class/Registered/Certified** | **By Hand** |
|---|---|---|
| BOKF, N.A.<br><br>Transfers/Redemptions<br>5956 Sherry Lane, Suite 900<br>Dallas, TX 75225 | BOKF, N.A.<br><br>Transfers/Redemptions<br>5956 Sherry Lane, Suite 900<br>Dallas, TX 75225 | BOKF, N.A.<br><br>Transfers/Redemptions<br>5956 Sherry Lane, Suite 900<br>Dallas, TX 75225 |

**Dated: _____, 2028**

IMPORTANT NOTICE

Commencing January 1, 1984, in compliance with the Interest and Dividend Compliance Act of 1983, Paying Agents are required to withhold 31% (effective 1/1/93) of gross payments to Bondholders who fail to provide a valid taxpayer identification number on or before the date upon which bonds are presented for payment. Bondholders are additionally subject to a penalty of $50.00 for failure to provide such number. Please provide a taxpayer identification number when presenting bonds for redemption. Please submit with your securities a substitute Form W-9 to avoid this 31% withholding from your payment.

BOKF, N.A.
As Paying Agent
Bondholder Communications (____) _____

Date of Notice: _____

| NAME | AMOUNT | CHECK NO. | TOTAL |
|---|---|---|---|
| JURY FUND | | | |
| CHAPMAN VENDING | 402.63 | 538614 | |
| | | | 402.63** |
| ROAD & BRIDGE PCT.#1 | | | |
| DELL MARKETING L.P. | 225.00 | 538457 | |
| ENTERGY | 552.48 | 538465 | |
| M&D SUPPLY | 40.48 | 538473 | |
| ACE IMAGEWEAR | 25.44 | 538485 | |
| ADVANCE AUTO PARTS | 72.77 | 538567 | |
| ODP BUSINESS SOLUTIONS, LLC | 60.08 | 538622 | |
| AMAZON CAPITAL SERVICES | 92.97 | 538623 | |
| | | | 1,069.22** |
| ROAD & BRIDGE PCT.#2 | | | |
| ACE IMAGEWEAR | 20.76 | 538485 | |
| S.E. TEXAS BUILDING SERVICE | 520.00 | 538488 | |
| AT&T | 98.08 | 538496 | |
| SOUTHERN TIRE MART, LLC | 116.95 | 538502 | |
| BUMPER TO BUMPER | 686.45 | 538532 | |
| ACT PIPE AND SUPPLY | 2,052.00 | 538547 | |
| TEXAS MATERIALS | 2,227.50 | 538642 | |
| | | | 5,721.74** |
| ROAD & BRIDGE PCT. # 3 | | | |
| CITY OF PORT ARTHUR - WATER DEPT. | 75.14 | 538452 | |
| FARM & HOME SUPPLY | 24.10 | 538461 | |
| INTERSTATE BATTERIES OF BEAUMONT/PA | 133.80 | 538469 | |
| RITTER @ HOME | 26.17 | 538480 | |
| SMARTS TRUCK & TRAILER INC | 178.68 | 538487 | |
| S.E. TEXAS BUILDING SERVICE | 162.50 | 538488 | |
| LOWE'S HOME CENTERS, INC. | 652.91 | 538522 | |
| TEXAS GAS SERVICE | 261.74 | 538526 | |
| CENTERPOINT ENERGY RESOURCES CORP | 67.57 | 538533 | |
| ACTION OVERHEAD DOOR LLC | 771.88 | 538566 | |
| ASCO | 2,828.49 | 538568 | |
| ALL TERRAIN EQUIPMENT CO | 89.97 | 538588 | |
| GERALD T PELTIER JR | 200.00 | 538602 | |
| | | | 5,472.95** |
| ROAD & BRIDGE PCT.#4 | | | |
| CITY OF BEAUMONT - LANDFILL | 25.00 | 538443 | |
| CINTAS, INC. | 136.11 | 538450 | |
| M&D SUPPLY | 331.02 | 538473 | |
| SEABREEZE CULVERT, INC. | 180.00 | 538484 | |
| AT&T | 56.10 | 538496 | |
| MARTIN PRODUCT SALES LLC | 247.50 | 538536 | |
| FUNCTION 4 LLC | 60.00 | 538584 | |
| O'REILLY AUTO PARTS | 413.10 | 538594 | |
| GULF COAST | 278.10 | 538601 | |
| ODP BUSINESS SOLUTIONS, LLC | 475.20 | 538622 | |
| | | | 2,202.13** |
| ENGINEERING FUND | | | |
| VERIZON WIRELESS | 111.63 | 538517 | |
| ODP BUSINESS SOLUTIONS, LLC | 459.66 | 538622 | |
| | | | 571.29** |
| PARKS & RECREATION | | | |
| ENTERGY | 1,097.69 | 538465 | |
| RITTER @ HOME | 978.08 | 538480 | |
| GFL ENVIRONMENTAL | 844.64 | 538638 | |
| | | | 2,920.41** |
| GENERAL FUND | | | |
| TAX OFFICE | | | |
| PITNEY BOWES INC | 2,730.15 | 538477 | |
| ACE IMAGEWEAR | 44.70 | 538485 | |
| UNITED STATES POSTAL SERVICE | 363.47 | 538520 | |
| ROCHESTER ARMORED CAR CO INC | 378.40 | 538555 | |
| ODP BUSINESS SOLUTIONS, LLC | 650.87 | 538622 | |
| | | | 4,167.59* |
| COUNTY HUMAN RESOURCES | | | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|---|---|---|---|
| CASH ADVANCE ACCOUNT | 1,925.40 | 538472 | |
| UNITED STATES POSTAL SERVICE | 7.40 | 538520 | |
| ODP BUSINESS SOLUTIONS, LLC | 386.87 | 538622 | |
| GOVERNMENTJOBS.COM INC | 9,127.70 | 538640 | |
| BLUE TRITON BRANDS INC | 106.46 | 538645 | |
| SIMPLIVERIFIED LLC | 476.95 | 538649 | |
| | | | 12,030.78* |
| AUDITOR'S OFFICE | | | |
| UNITED STATES POSTAL SERVICE | 7.37 | 538520 | |
| AMAZON CAPITAL SERVICES | 1.53 | 538623 | |
| | | | 8.90* |
| COUNTY CLERK | | | |
| JEFFERSON CTY. CLERK | 11.00 | 538440 | |
| UNITED STATES POSTAL SERVICE | 205.34 | 538520 | |
| | | | 216.34* |
| COUNTY JUDGE | | | |
| UNITED STATES POSTAL SERVICE | 8.72 | 538520 | |
| THE YOES LAW FIRM, LLP | 500.00 | 538534 | |
| KIMBERLY PHELAN, P.C. | 1,000.00 | 538535 | |
| GRACE NICHOLS | 450.00 | 538549 | |
| KATY LEIGH CORCORAN | 500.00 | 538550 | |
| MONTGOMERY COUNTY CLERK | 425.00 | 538563 | |
| WALDEN LAW PLLC | 500.00 | 538643 | |
| | | | 3,383.72* |
| RISK MANAGEMENT | | | |
| UNITED STATES POSTAL SERVICE | 10.67 | 538520 | |
| | | | 10.67* |
| COUNTY TREASURER | | | |
| UNITED STATES POSTAL SERVICE | 107.15 | 538520 | |
| | | | 107.15* |
| PRINTING DEPARTMENT | | | |
| INSIGHT PUBLIC SECTOR INC | 221.95 | 538571 | |
| LINDENMEYR MUNROE | 896.50 | 538610 | |
| | | | 1,118.45* |
| PURCHASING DEPARTMENT | | | |
| UNITED STATES POSTAL SERVICE | 6.34 | 538520 | |
| | | | 6.34* |
| GENERAL SERVICES | | | |
| CASH ADVANCE ACCOUNT | 1,380.00 | 538472 | |
| SOUTHEAST TEXAS WATER | 36.95 | 538494 | |
| ROCHESTER ARMORED CAR CO INC | 6,049.78 | 538555 | |
| TREVIPAY | 56.30 | 538646 | |
| | | | 7,523.03* |
| DATA PROCESSING | | | |
| CDW COMPUTER CENTERS, INC. | 1,012.63 | 538506 | |
| JOHN FERRARA | 149.45 | 538528 | |
| SCOTT LEBLANC | 1,359.42 | 538576 | |
| SHELDON JENKINS | 134.46 | 538604 | |
| | | | 2,655.96* |
| VOTERS REGISTRATION DEPT | | | |
| UNITED STATES POSTAL SERVICE | 331.85 | 538520 | |
| | | | 331.85* |
| ELECTIONS DEPARTMENT | | | |
| UNITED STATES POSTAL SERVICE | 19.85 | 538520 | |
| AT&T MOBILITY | 2,714.48 | 538578 | |
| AMG PRINTING & MAILING LLC | 3,050.93 | 538587 | |
| | | | 5,785.26* |
| DISTRICT ATTORNEY | | | |
| UNITED STATES POSTAL SERVICE | 271.56 | 538520 | |
| | | | 271.56* |
| DISTRICT CLERK | | | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|---|---|---|---|
| UNITED STATES POSTAL SERVICE | 427.42 | 538520 | |
| ODP BUSINESS SOLUTIONS, LLC | 69.26 | 538622 | |
| | | | 496.68* |
| CRIMINAL DISTRICT COURT | | | |
| DONALD W. DUESLER & ASSOC. | 8,750.00 | 538459 | |
| MARSHA NORMAND | 8,750.00 | 538476 | |
| TAMARA DEROUEN | 902.00 | 538500 | |
| KEVIN S. LAINE | 4,375.00 | 538503 | |
| JOHN D WEST | 8,750.00 | 538514 | |
| LANGSTON ADAMS | 8,750.00 | 538524 | |
| ADA V. CHRISTY, CSR | 2,585.00 | 538525 | |
| WICHITA COUNTY CLERK | 585.00 | 538539 | |
| JASON ROBERT NICKS | 4,375.00 | 538552 | |
| TURK LAW FIRM | 8,750.00 | 538565 | |
| RAEGAN MINALDI | 8,750.00 | 538637 | |
| | | | 65,322.00* |
| 58TH DISTRICT COURT | | | |
| SOUTHEAST TEXAS WATER | 89.90 | 538493 | |
| | | | 89.90* |
| 60TH DISTRICT COURT | | | |
| UNITED STATES POSTAL SERVICE | 2.96 | 538520 | |
| | | | 2.96* |
| 252ND DISTRICT COURT | | | |
| MIKE VAN ZANDT | 8,750.00 | 538498 | |
| KEVIN S. LAINE | 4,375.00 | 538503 | |
| CHARLES ROJAS | 8,750.00 | 538509 | |
| JOEL WEBB VAZQUEZ | 1,437.50 | 538530 | |
| JASON ROBERT NICKS | 4,375.00 | 538552 | |
| ALLEN PARKER | 8,750.00 | 538553 | |
| BRITTANIE HOLMES | 8,750.00 | 538564 | |
| MARVIN LEWIS JR | 8,750.00 | 538595 | |
| EXODUS CONSULTING AND PSYCHOLOGICAL | 1,000.00 | 538653 | |
| | | | 54,937.50* |
| 279TH DISTRICT COURT | | | |
| SOUTHEAST TEXAS WATER | 65.64 | 538495 | |
| | | | 65.64* |
| 317TH DISTRICT COURT | | | |
| LAIRON DOWDEN, JR. | 325.00 | 538458 | |
| ANITA F. PROVO | 1,025.00 | 538479 | |
| GLEN M. CROCKER | 325.00 | 538521 | |
| | | | 1,675.00* |
| JUSTICE COURT-PCT 1 PL 1 | | | |
| SOUTHEAST TEXAS WATER | 46.69 | 538490 | |
| UNITED STATES POSTAL SERVICE | 81.64 | 538520 | |
| AMAZON CAPITAL SERVICES | 47.92 | 538623 | |
| | | | 176.25* |
| JUSTICE COURT-PCT 1 PL 2 | | | |
| UNITED STATES POSTAL SERVICE | 29.60 | 538520 | |
| | | | 29.60* |
| JUSTICE COURT-PCT 2 | | | |
| LINDENMEYR MUNROE | 121.75 | 538610 | |
| | | | 121.75* |
| JUSTICE COURT-PCT 4 | | | |
| AT&T | 56.10 | 538496 | |
| | | | 56.10* |
| JUSTICE COURT-PCT 6 | | | |
| UNITED STATES POSTAL SERVICE | 48.79 | 538520 | |
| | | | 48.79* |
| COUNTY COURT AT LAW NO.1 | | | |
| UNITED STATES POSTAL SERVICE | 24.42 | 538520 | |
| | | | 24.42* |
| COUNTY COURT AT LAW NO. 2 | | | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|---|---|---|---|
| JOHN EUGENE MACEY | 350.00 | 538474 | |
| MARVA PROVO | 400.00 | 538478 | |
| UNITED STATES POSTAL SERVICE | 41.73 | 538520 | |
| JOEL WEBB VAZQUEZ | 350.00 | 538530 | |
| LAW OFFICE OF GILES R COLE & ASSOC | 350.00 | 538613 | |
| ODP BUSINESS SOLUTIONS, LLC | 270.03 | 538622 | |
| MARY ANN TURNER | 614.71 | 538652 | |
| | | | 2,376.47* |
| COUNTY COURT AT LAW NO. 3 | | | |
| TODD W LEBLANC | 700.00 | 538441 | |
| MARVA PROVO | 700.00 | 538478 | |
| UNITED STATES POSTAL SERVICE | 11.84 | 538520 | |
| JOEL WEBB VAZQUEZ | 1,525.00 | 538530 | |
| KIMBERLY PHELAN, P.C. | 350.00 | 538535 | |
| LAURIE PEROZZO | 350.00 | 538551 | |
| BENJAMIN ALAN JEFFERIES | 425.00 | 538628 | |
| THE LAW OFFICE OF CHRISTY L CAUTHEN | 350.00 | 538630 | |
| | | | 4,411.84* |
| COURT MASTER | | | |
| SOUTHEAST TEXAS WATER | 47.45 | 538489 | |
| | | | 47.45* |
| SHERIFF'S DEPARTMENT | | | |
| FED EX | 12.78 | 538463 | |
| MOORMAN & ASSOCIATES, INC. | 1,530.00 | 538475 | |
| AT&T | 147.12 | 538496 | |
| CDW COMPUTER CENTERS, INC. | 342.35 | 538506 | |
| UNITED STATES POSTAL SERVICE | 2,842.66 | 538520 | |
| FIVE STAR FEED | 82.85 | 538527 | |
| THIRD COAST TINT | 380.00 | 538544 | |
| SILSBEE FORD INC | 40,933.18 | 538570 | |
| LAKE COUNTRY CHEVROLET, INC. | 36,937.70 | 538591 | |
| COTTON CARGO | 24.00 | 538599 | |
| T-MOBILE USA INC. | 50.00 | 538620 | |
| AMAZON CAPITAL SERVICES | 137.97 | 538623 | |
| BEAUMONT OCCUPATIONAL SERVICES | 353.70 | 538625 | |
| CHASTANG FORD | 126,525.00 | 538627 | |
| TREVIPAY | 126.82 | 538646 | |
| | | | 210,426.13* |
| CRIME LABORATORY | | | |
| SOUTHEAST TEXAS WATER | 84.90 | 538492 | |
| CAYMAN CHEMICAL COMPANY | 118.00 | 538554 | |
| | | | 202.90* |
| JAIL - NO. 2 | | | |
| MARK'S PLUMBING PARTS | 46.13 | 538438 | |
| JOHNSTONE SUPPLY | 620.90 | 538442 | |
| BOB BARKER CO., INC. | 211.30 | 538445 | |
| CITY OF BEAUMONT - WATER DEPT. | 16.00 | 538451 | |
| CASH ADVANCE ACCOUNT | 926.85 | 538472 | |
| M&D SUPPLY | 23.68 | 538473 | |
| ROMERO GLASS CO. | 4,560.00 | 538481 | |
| SCOOTER'S LAWNMOWERS | 176.56 | 538483 | |
| SHERWIN-WILLIAMS | 1,681.35 | 538486 | |
| AT&T | 39.88 | 538496 | |
| WORTH HYDROCHEM OF THE GULF COAST | 390.00 | 538499 | |
| LOWE'S HOME CENTERS, INC. | 741.34 | 538522 | |
| TEXAS GAS SERVICE | 1,106.89 | 538526 | |
| INDUSTRIAL & COMMERCIAL MECHANICAL | 94,515.00 | 538562 | |
| GALLS LLC | 736.38 | 538575 | |
| FERGUSON ENTERPRISES INC | 11,237.45 | 538585 | |
| TRINITY SERVICES GROUP INC | 53,658.85 | 538600 | |
| I-CON SYSTEMS INC | 1,193.08 | 538611 | |
| ODP BUSINESS SOLUTIONS, LLC | 390.95 | 538622 | |
| AMAZON CAPITAL SERVICES | 64.80 | 538623 | |
| LONE STAR PRISONER TRANSPORT INC | 3,297.00 | 538636 | |
| AMERICAN WELDING AND GAS INC | 181.24 | 538648 | |
| | | | 175,815.63* |
| JUVENILE PROBATION DEPT. | | | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|---|---|---|---|
| CASH ADVANCE ACCOUNT | 649.28 | 538472 | |
| UNITED STATES POSTAL SERVICE | 21.06 | 538520 | |
| ROXANA MITCHELL | 252.30 | 538577 | |
| CHARITY HIGHTOWER | 142.10 | 538590 | |
| ODP BUSINESS SOLUTIONS, LLC | 50.10 | 538622 | |
| SHAQUITTA MITCHELL | 49.30 | 538629 | |
| NICOLE CLARK | 87.73 | 538631 | |
| HERA GOFFNEY | 43.50 | 538647 | |
| | | | 1,295.37* |
| JUVENILE DETENTION HOME | | | |
| BEN E KEITH COMPANY | 4,705.93 | 538529 | |
| VANSCHECA SANDERS-CHEVIS | 400.00 | 538537 | |
| A1 FILTER SERVICE COMPANY | 359.00 | 538561 | |
| | | | 5,464.93* |
| CONSTABLE PCT 1 | | | |
| UNITED STATES POSTAL SERVICE | 86.21 | 538520 | |
| | | | 86.21* |
| CONSTABLE-PCT 4 | | | |
| AT&T | 56.10 | 538496 | |
| DISH NETWORK | 99.43 | 538538 | |
| | | | 155.53* |
| CONSTABLE-PCT 6 | | | |
| COCOMO JOE'S | 40.00 | 538456 | |
| UNITED STATES POSTAL SERVICE | 18.84 | 538520 | |
| TRANSUNION RISK AND ALTERNATIVE | 134.90 | 538573 | |
| | | | 193.74* |
| COUNTY MORGUE | | | |
| SALAM INTERNATIONAL, INC | 3,336.49 | 538511 | |
| | | | 3,336.49* |
| AGRICULTURE EXTENSION SVC | | | |
| SOUTHEAST TEXAS WATER | 54.95 | 538491 | |
| DAVID OATES | 286.19 | 538579 | |
| TYLER FITZGERALD | 55.00 | 538597 | |
| CORENA N FITZGERALD | 203.44 | 538598 | |
| AMAZON CAPITAL SERVICES | 253.44 | 538623 | |
| | | | 853.02* |
| MOBILE UNIT | | | |
| MCKESSON MEDICAL-SURGICAL INC | 180.31 | 538507 | |
| | | | 180.31* |
| HEALTH AND WELFARE NO. 1 | | | |
| NSO - NURSES SERVICE ORGANIZATION | 132.00 | 538439 | |
| BROUSSARD'S MORTUARY | 1,800.00 | 538447 | |
| CALVARY MORTUARY | 900.00 | 538449 | |
| ENTERGY | 70.00 | 538466 | |
| NACCHO NATL. ASSN. OF COUNTY & CITY | 782.50 | 538501 | |
| MCKESSON MEDICAL-SURGICAL INC | 645.98 | 538508 | |
| UNITED STATES POSTAL SERVICE | 53.83 | 538520 | |
| KAYLEE BENNETT | 95.70 | 538603 | |
| AMAZON CAPITAL SERVICES | 15.99 | 538623 | |
| | | | 4,496.00* |
| HEALTH AND WELFARE NO. 2 | | | |
| BROUSSARD'S MORTUARY | 900.00 | 538448 | |
| CLAYBAR FUNERAL HOME, INC. | 900.00 | 538454 | |
| ENTERGY | 280.00 | 538467 | |
| NACCHO NATL. ASSN. OF COUNTY & CITY | 782.50 | 538501 | |
| MCKESSON MEDICAL-SURGICAL INC | 686.05 | 538508 | |
| | | | 3,548.55* |
| ENVIRONMENTAL CONTROL | | | |
| RONDA CONLIN | 400.00 | 538624 | |
| | | | 400.00* |
| INDIGENT MEDICAL SERVICES | | | |
| LOCAL GOVERNMENT SOLUTIONS LP | 4,048.00 | 538541 | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|---|---|---|---|
| CARDINAL HEALTH 110 INC | 25,913.36 | 538569 | |
| | | | 29,961.36* |
| EMERGENCY MANAGEMENT | | | |
| VERIZON WIRELESS | 150.00 | 538516 | |
| | | | 150.00* |
| MAINTENANCE-BEAUMONT | | | |
| JOHNSTONE SUPPLY | 166.61 | 538442 | |
| COBURN SUPPLY COMPANY INC | 337.78 | 538455 | |
| CASH ADVANCE ACCOUNT | 824.95 | 538472 | |
| M&D SUPPLY | 100.11 | 538473 | |
| SANITARY SUPPLY, INC. | 2,457.62 | 538482 | |
| ACE IMAGEWEAR | 543.68 | 538485 | |
| WORTH HYDROCHEM OF THE GULF COAST | 290.00 | 538499 | |
| LOWE'S HOME CENTERS, INC. | 95.00 | 538522 | |
| GULF COAST ELECTRIC CO., INC. | 630.00 | 538545 | |
| A1 FILTER SERVICE COMPANY | 927.50 | 538561 | |
| REXEL USA INC | 173.25 | 538589 | |
| ODP BUSINESS SOLUTIONS, LLC | 43.44 | 538622 | |
| | | | 6,589.94* |
| MAINTENANCE-PORT ARTHUR | | | |
| ENTERGY | 4,874.69 | 538465 | |
| ALLIED ELECTRICAL SYSTEMS&SOLUTIONS | 100.00 | 538548 | |
| COTTON CARGO | 75.00 | 538599 | |
| CHARTER COMMUNICATIONS | 125.31 | 538617 | |
| | | | 5,175.00* |
| MAINTENANCE-MID COUNTY | | | |
| ACE IMAGEWEAR | 63.33 | 538485 | |
| S.E. TEXAS BUILDING SERVICE | 3,608.32 | 538488 | |
| | | | 3,671.65* |
| SERVICE CENTER | | | |
| J.K. CHEVROLET CO. | 487.28 | 538470 | |
| M&D SUPPLY | 284.37 | 538473 | |
| AT&T | 98.08 | 538496 | |
| TRI-CON, INC. | 32,199.54 | 538497 | |
| VIN'S PAINT & BODY, INC. | 7,522.29 | 538504 | |
| FASTENAL | 423.36 | 538505 | |
| AUTO TRIM EXPRESS | 175.00 | 538512 | |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 538515 | |
| BUMPER TO BUMPER | 1,498.14 | 538532 | |
| AMERICAN TIRE DISTRIBUTORS | 919.58 | 538546 | |
| MIGHTY OF SOUTHEAST TEXAS | 42.10 | 538557 | |
| CINTAS CORPORATION | 162.77 | 538580 | |
| DENNIS LOWE | 307.64 | 538581 | |
| MIDNIGHT AUTO | 1,009.90 | 538582 | |
| THE GOODYEAR TIRE & RUBBER COMPANY | 6,624.00 | 538592 | |
| ODP BUSINESS SOLUTIONS, LLC | 62.23 | 538622 | |
| | | | 51,823.78* |
| VETERANS SERVICE | | | |
| UNITED STATES POSTAL SERVICE | 2.93 | 538520 | |
| | | | 2.93* |
| | | | 671,329.42** |
| MOSQUITO CONTROL FUND | | | |
| CITY OF NEDERLAND | 50.09 | 538453 | |
| JACK BROOKS REGIONAL AIRPORT | 362.44 | 538471 | |
| ACE IMAGEWEAR | 85.65 | 538485 | |
| FASTENAL | 130.00 | 538505 | |
| O'REILLY AUTO PARTS | 50.97 | 538594 | |
| | | | 679.15** |
| J.C. FAMILY TREATMENT | | | |
| BEAUMONT OCCUPATIONAL SERVICES | 213.80 | 538625 | |
| | | | 213.80** |
| CYBERSECURITY/LOAN LIB GT | | | |
| CDW COMPUTER CENTERS, INC. | 117,842.00 | 538506 | |
| | | | 117,842.00** |
| SHSP/CCP2005/RURAL LAW EN | | | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|---|---|---|---|
| LAKE COUNTRY CHEVROLET, INC. | 41,601.86 | 538591 | |
| EMPG GRANT | | | 41,601.86** |
| VERIZON WIRELESS | 59.71 | 538516 | |
| JUVENILE PROB & DET. FUND | | | 59.71** |
| VERIZON WIRELESS | 65.70 | 538518 | |
| NISHA AMIN | 1,350.00 | 538542 | |
| GRAYSON COUNTY DEPT OF JUVENILE | 6,600.00 | 538572 | |
| GRANT A STATE AID | | | 8,015.70** |
| BI INCORPORATED | 558.00 | 538510 | |
| GRAYSON COUNTY DEPT OF JUVENILE | 9,520.86 | 538572 | |
| BURKE CENTER | 6,128.39 | 538574 | |
| TCSI, LLC | 12,067.56 | 538605 | |
| RITE OF PASSAGE | 19,220.00 | 538606 | |
| COMMUNITY SUPERVISION FND | | | 47,494.81** |
| UNITED STATES POSTAL SERVICE | 57.72 | 538520 | |
| LOCAL GOVERNMENT SOLUTIONS LP | 7,662.00 | 538541 | |
| JCCSC | 25.00 | 538556 | |
| CHARTER COMMUNICATIONS | 134.72 | 538618 | |
| ODP BUSINESS SOLUTIONS, LLC | 146.28 | 538622 | |
| AMAZON CAPITAL SERVICES | 22.00 | 538623 | |
| LANGUAGELINE SOLUTIONS | 28.67 | 538641 | |
| COMMUNITY CORRECTIONS PRG | | | 8,076.39** |
| M&D SUPPLY | 33.63 | 538473 | |
| DRUG DIVERSION PROGRAM | | | 33.63** |
| CASH ADVANCE ACCOUNT | 861.90 | 538472 | |
| LAW OFFICER TRAINING GRT | | | 861.90** |
| CDW COMPUTER CENTERS, INC. | 774.06 | 538506 | |
| VECTOR SECURITY | 134.85 | 538586 | |
| ODP BUSINESS SOLUTIONS, LLC | 108.73 | 538622 | |
| SCAAP GRANT | | | 1,017.64** |
| CDW COMPUTER CENTERS, INC. | 74.06 | 538506 | |
| DEPUTY SHERIFF EDUCATION | | | 74.06** |
| CASH ADVANCE ACCOUNT | 1,169.53 | 538472 | |
| J.P. COURTROOM TECH. FUND | | | 1,169.53** |
| CDW COMPUTER CENTERS, INC. | 594.71 | 538506 | |
| HOTEL OCCUPANCY TAX FUND | | | 594.71** |
| CINTAS, INC. | 66.72 | 538450 | |
| HALL-MCSWEEN CANVAS & UPHOLSTERY | 371.25 | 538468 | |
| M&D SUPPLY | 90.35 | 538473 | |
| AT&T | 108.78 | 538496 | |
| UNITED STATES POSTAL SERVICE | 4.14 | 538520 | |
| ALLIANCE MECHANICAL SERVICES | 874.50 | 538531 | |
| PORT ARTHUR CONVENTION & TOURIST | 7,050.00 | 538558 | |
| PORT ARTHUR CONVENTION & TOURIST | 7,310.00 | 538559 | |
| TEXAS TRAVEL ALLIANCE | 400.00 | 538608 | |
| GEORGE WEST | 52.93 | 538616 | |
| JENNINGS FIRST AID AND SAFETY | 119.05 | 538651 | |
| CAPITAL PROJECTS FUND | | | 16,447.72** |
| THE LABICHE ARCHITECTURAL GROUP | 15,375.00 | 538444 | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|---|---|---|---|
| BRAVE/ARCHITECTURE INC | 2,070.00 | 538635 | |
| | | | 17,445.00** |
| AIRPORT FUND | | | |
| BEAUMONT TRACTOR COMPANY | 534.61 | 538446 | |
| CINTAS, INC. | 142.89 | 538450 | |
| EASTEX RUBBER & GASKET | 189.00 | 538460 | |
| FED EX | 89.59 | 538462 | |
| W.W. GRAINGER, INC. | 169.56 | 538464 | |
| SANITARY SUPPLY, INC. | 369.81 | 538482 | |
| S.E. TEXAS BUILDING SERVICE | 5,868.34 | 538488 | |
| AT&T | 451.28 | 538496 | |
| TRI-CON, INC. | 2,618.34 | 538497 | |
| AVIATION LABORATORIES | 2,355.00 | 538513 | |
| UNITED STATES POSTAL SERVICE | .74 | 538520 | |
| LOWE'S HOME CENTERS, INC. | 101.44 | 538522 | |
| STRYKER MEDICAL | 288.81 | 538523 | |
| A1 FILTER SERVICE COMPANY | 624.75 | 538561 | |
| EAGLE PUMP & METERS INC | 705.50 | 538583 | |
| HARTJE GRAHAM AIR CONDITIONING | 507.97 | 538593 | |
| TITAN AVIATION FUELS | 108,277.43 | 538596 | |
| CHARTER COMMUNICATIONS | 125.65 | 538619 | |
| AMAZON CAPITAL SERVICES | 69.97 | 538623 | |
| | | | 123,490.68** |
| SE TX EMP. BENEFIT POOL | | | |
| SECURIAN LIFE INSURANCE COMPANY | 34,799.59 | 538632 | |
| MADISON NATIONAL LIFE INSURANCE COM | 7,388.31 | 538633 | |
| RETIREE FIRST | 230,861.24 | 538634 | |
| LANTERN SPECIALTY CARE | 693.07 | 538644 | |
| VISION SERVICE PLAN | 6,441.82 | 538650 | |
| | | | 280,184.03** |
| SETEC FUND | | | |
| PREFERRED FACILITIES GROUP-USA, LLC | 12,744.42 | 538612 | |
| | | | 12,744.42** |
| LANGUAGE ACCESS FUND | | | |
| MASTERWORD SERVICES, INC | 501.38 | 538615 | |
| RUBEN ZAPATA | 800.00 | 538626 | |
| | | | 1,301.38** |
| ARPA CORONAVIRUS RECOVERY | | | |
| TIDAL BASIN GOVERNMENT CONSULTING | 17,575.00 | 538607 | |
| BRAVE/ARCHITECTURE INC | 404.55 | 538635 | |
| | | | 17,979.55** |
| GUARDIANSHIP FEE | | | |
| GREGORY LAW FIRM | 300.00 | 538560 | |
| FRIENDS FOR LIFE | 6,300.00 | 538639 | |
| | | | 6,600.00** |
| APPELLATE JUDICIAL SYSTEM | | | |
| 9TH COURT OF APPEALS | 2,629.30 | 538543 | |
| | | | 2,629.30** |
| MARINE DIVISION | | | |
| ENTERGY | 621.24 | 538465 | |
| JACK BROOKS REGIONAL AIRPORT | 400.95 | 538471 | |
| CASH ADVANCE ACCOUNT | 437.30 | 538472 | |
| AT&T | 118.44 | 538496 | |
| TRI-CON, INC. | 16,996.84 | 538497 | |
| BUMPER TO BUMPER | 208.16 | 538532 | |
| THE DINGO GROUP-PETE JORGENSON MARI | 67,817.07 | 538540 | |
| NEXT GENERATION POWER ENGINEERING | 19.90 | 538609 | |
| | | | 86,619.90** |
| | | | 1,482,866.66*** |

# PROCLAMATION

| | | |
|---|---|---|
| STATE OF TEXAS | § | COMMISSIONERS COURT |
| | § | |
| COUNTY OF JEFFERSON | § | OF JEFFERSON COUNTY, TEXAS |

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 21st day of April, 2026, on motion duly made and seconded, the following Proclamation was adopted:

**Recognizing Jefferson County Master Gardeners During National Volunteer Appreciation Week**

**WHEREAS**, volunteers are the heart of our communities, dedicating their time, energy, and compassion to improving the lives of others; and

**WHEREAS**, their selfless service strengthens our neighborhoods, supports those in need, and inspires a spirit of unity and generosity; and

**WHEREAS**, Jefferson County Master Gardeners have demonstrated outstanding commitment to serving the residents of Jefferson County; and

**WHEREAS**, National Volunteer Appreciation Week will be observed April 19-25, 2026, providing an opportunity to recognize the countless individuals who give without expectation of reward.

**NOW, THEREFORE, BE IT RESOLVED** that the Commissioners Court of Jefferson County, Texas does hereby proclaim the week of APRIL 19-25, 2026, **NATIONAL VOLUNTEER APPRECIATION WEEK IN JEFFERSON COUNTY, TEXAS.**

Signed this 21st day of April, 2026.

**JUDGE JEFF R. BRANICK**
County Judge

**COMMISSIONER BRANDON WILLIS**
Precinct No. 1

**COMMISSIONER MICHAEL S. SINEGAL**
Precinct No. 3

**COMMISSIONER CARY ERICKSON**
Precinct No. 2

**COMMISSIONER EVERETTE D. ALFRED**
Precinct No. 4

| | |
|---|---|
| **Form #2201 Rev. 05/2020**<br>**Submit to:**<br>**SECRETARY OF STATE**<br>**Government Filings**<br>**Section P O Box 12887**<br>**Austin, TX 78711-2887**<br>**512-463-6334**<br>**512-463-5569 - Fax**<br>**Filing Fee: None** | **STATEMENT OF OFFICER** |

## Statement

I, Frank R. Rose, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Board of Commissioners for Jefferson County Drainage District No. 3

## Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: April 15, 2026

Signature of Officer

| | |
|---|---|
| **Form #2204 Rev 9/2017**<br>**Submit to:**<br>**SECRETARY OF STATE**<br>**Government Filings Section**<br>**P O Box 12887**<br>**Austin, TX 78711-2887**<br>**512-463-6334**<br>**FAX 512-463-5569**<br>**Filing Fee: None** | **This space reserved for office use**<br><br>**OATH OF OFFICE** |

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Frank R. Rose , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Board of Commissioners for Drainage District No. 3 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of TEXAS

County of Jefferson

Sworn to and subscribed before me on this 15th day of April,

20 26.

(Affix Notary Seal, only if oath administered by a notary.)

SHANNA J VERRET
My Notary ID # 125651212
Expires April 7, 2030

Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

Shanna J. Verret

Printed or Typed Name

| | |
|---|---|
| **Form #2201 Rev. 05/2020**<br>**Submit to:**<br>**SECRETARY OF STATE**<br>**Government Filings**<br>**Section P O Box 12887**<br>**Austin, TX 78711-2887**<br>**512-463-6334**<br>**512-463-5569 - Fax**<br>**Filing Fee: None** | **STATEMENT OF OFFICER** |

## Statement

I, Joel E. Levingston, Jr. , do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed:

Board of Commissioners for Jefferson County Drainage District No. 3

## Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: April 15, 2026

Joel E Levingston Jr
Signature of Officer

| | |
|---|---|
| **Form #2204 Rev 9/2017**<br>**Submit to:**<br>**SECRETARY OF STATE**<br>**Government Filings Section**<br>**P O Box 12887**<br>**Austin, TX 78711-2887**<br>**512-463-6334**<br>**FAX 512-463-5569**<br>**Filing Fee: None** | **This space reserved for office use**<br><br>**OATH OF OFFICE** |

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Joel E. Levingston, Jr. , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Board of Commissioners for Drainage District No. 3 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Joel E Levingston Jr
Signature of Officer

Certification of Person Authorized to Administer Oath

State of TEXAS

County of Jefferson

Sworn to and subscribed before me on this 15th day of April,

20 26.

(Affix Notary Seal, only if oath administered by a notary.)

SHANNA J VERRET
My Notary ID # 125651212
Expires April 7, 2030

Shanna J Verret
Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

Shanna J. Verret
Printed or Typed Name

# SHERIFF SALE 6/2/2026

The location for the Sheriff Sale will be the Jury Impaneling Room located on the 1st floor of the Jefferson County Courthouse,
1085 Pearl St, Beaumont TX

| Sale # | Cause #<br><br>Judgment Date | Account #<br><br>Original Sale Date | Style of Case | Legal Description<br><br>Approximate Address | Current Year Value<br><br>Additional Delinquent Tax Amounts Due* (Add. taxes) | Minimum Bid |
|---|---|---|---|---|---|---|
| 1 | 23DCCV0587<br><br>08/15/2024 | 007200-000-000400-00000<br><br>04/01/2025 | JEFFERSON COUNTY, ET AL VS. THOMAS B. REAGAN, ET AL | Lot Five (5), In Block One (1), Of Briarcliff Addition<br><br>1790 Briarcliff Dr Bmt | $18,134.00<br><br>Add. taxes $118.46 (2025) | $50.00 |
| 2 | 23DCCV0769<br><br>02/22/2024 | 039000-000-009000-00000<br><br>10/07/2025 | JEFFERSON COUNTY, ET AL VS. PATRINA BELL RUFFIN | Lot 22 in Block 3 of Lynwood Terrace Addition, a/k/a Lynwood Terr L22 B3 per JCAD<br><br>2445 N Lynwood Dr Bmt | $77,474.00<br><br>Add. taxes $1,569.08 (2025) | $500.00 |
| 3 | 23DCCV0789<br><br>02/22/2024 | 010900-000-001300-00000<br><br>04/01/2025 | JEFFERSON COUNTY, ET AL VS. SHATOYA BALKA | Lots 5 and 6 in Block 101 of Cartwright Second Addition<br><br>2229 Rockwell St Bmt | $46,723.00<br><br>Add. taxes $305.27 (2025) | $500.00 |
| 4 | 23DCCV1305<br><br>02/22/2024 | 032200-000-003000-00000<br><br>04/01/2025 | JEFFERSON COUNTY, ET AL VS. STEVEN CRAIG ODOM, ET AL | Lot 4 in Block 2 of Jefferson Home Sites a/k/a LT 4 BLK 2 Jeff H'Sites per JCAD<br>4326 Lewis Dr PA | $47,158.00<br><br>Add. taxes $375.76 (2025) | $500.00 |
| 5 | 24DCCV1938<br><br>02/13/2025 | 053400-000-439200-00000<br><br>10/07/2025 | JEFFERSON COUNTY, ET AL VS. DELANDNER REGINA BROUSSARD | Lot 9 in Block 391 of City of Port Arthur<br><br>1549 15th St PA | $5,050.00<br><br>Add. taxes $124.76 (2025) | $50.00 |
| 6 | A197906<br><br>08/25/2016 | 053400-000-351800-00000<br><br>04/01/2025 | JEFFERSON COUNTY VS. EVA MCNEALY | LOT 10 BLOCK 308 CITY OF PORT ARTHUR<br><br>2229 14th St PA | $4,550.00<br><br>Add. taxes $11.25 (2025) | $50.00 |
| 7 | A208678<br><br>08/15/2024 | 068000-000-025300-00000<br><br>04/01/2025 | JEFFERSON COUNTY, ET AL VS. ALBERT K. HAYNES, ET AL | Lots 19 and 20 in Block 12 of West Oakland<br><br>3310 Glenwood Ave Bmt | $171,808.00<br><br>Add. taxes $1,122.47 (2025) | $500.00 |
| 8 | A209261<br><br>08/18/2022 | 012100-000-011900-00000<br><br>04/01/2025 | JEFFERSON COUNTY, ET AL VS. SHERRY FAYE GASAWAY, ET AL | The South 60 Feet of Lots 11 and 12 in Block 14 of Chaison Addition<br><br>1200 Evalon St Bmt | $2,112.00<br><br>Add. taxes $13.81 (2025) | $50.00 |
| 9 | A211249<br><br>08/17/2023 | 044150-000-001900-00000<br><br>04/01/2025 | JEFFERSON COUNTY, ET AL VS. TONEY LEE GILES, JR., ET AL | The West 1/2 of the North 50.00 feet, more or less, of Lot 12 of Merren Addition No. 2<br>1426 Neches Ave PA | $5,000.00<br><br>Add. taxes $21.03 (2025) | $50.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 10 | A211294<br><br>08/17/2023 | 011350-000-014300-00000<br><br>04/01/2025 | JEFFERSON COUNTY, ET AL VS. THELMA HAMP | Lot 13 in Block 15 of Cartwright Terrace Addition a/k/a Cartwright Terr L 13 B 15 per JCAD.<br>1078 Amarillo St Bmt | $58,493.00<br><br>Add. taxes $382.14 (2025) | $500.00 |
| 11 | 23DCCV0800<br><br>03/07/2024 | 010850-000-031400-00000<br><br>10/07/2025 | JEFFERSON COUNTY, ET AL VS. WALLACE PROCTOR | Lot 11 in Block 35 of Cartwright Addition<br><br>1420 Cartwright St Bmt | $85,185.00<br><br>Add. taxes $1,680.01 (2025) | $500.00 |
| 12 | 23DCCV1295<br><br>03/07/2024 | 053400-000-330900-00000<br><br>04/01/2025 | JEFFERSON COUNTY, ET AL VS. MARY LOUISE LAVALLAIS, ET AL | Lot 7 in Block 290 of City of Port Arthur, a/k/a Lt 7 Blk 290 City of Port Arthur 2301 12th & 1316 Liberty per JCAD<br>2301 12th St PA | $89,826.00<br><br>Add. taxes $715.78 (2025) | $500.00 |
| 13 | 23DCCV1892<br><br>09/12/2024 | 064350-000-003800-00000<br><br>04/01/2025 | JEFFERSON COUNTY, ET AL VS. LAWRENCE HENRY HOCKLESS, ET AL | Lot 26 in Block 2 of Final Plat of Thornwood Addition<br><br>1590 Trinidad St Bmt | $3,102.00<br><br>Add. taxes $20.26 (2025) | $50.00 |
| 14 | 24DCCV0191<br><br>09/12/2024 | 051600-000-057200-00000<br><br>04/01/2025 | JEFFERSON COUNTY, ET AL VS. FRANCIS ANABTAWI, ET AL | The North One-half of Lots 6, 7, 8, and 9, the adjoining South 45 Feet of the North One-half of Lots 10, 11, and 12, the adjoining East 45 Feet of the South One-half of Lot 10, and the adjoining South One-half of Lots 11 and 12 in Block 25 of The Groves; a/k/a N1/2 Lts 6-9 S45' of N1/2 L 10-12 E45' of S1/2 Lot 10 & S1/2 Lts 11&12 Blk 25 Pecan Groves per JCAD<br>4201 Taft Ave Gvs | $399,600.00<br><br>Add. taxes $2,826.39 (2025) | $500.00 |
| 15 | 24DCCV0825<br><br>09/12/2024 | 046650-000-032450-00000<br><br>04/01/2025 | JEFFERSON COUNTY, ET AL VS. BRIDGETT Y. HUNT, ET AL | Lot 2 of Replat of Lot 1 and 2 Block 39 of North Addition<br><br>1094 Plum St Bmt | $41,666.00<br><br>Add. taxes $272.23 (2025) | $500.00 |
| 16 | 23DCCV0110<br><br>11/16/2023 | 019200-000-001400-00000<br><br>10/07/2025 | JEFFERSON COUNTY, ET AL VS. GLORIA M. MARTIN | Lot 15 in Block 1 of Ellis Addition<br><br>2475 Park St Bmt | $83,654.00<br><br>Add. taxes $1,694.23 (2025) | $500.00 |
| 17 | 23DCCV1312<br><br>05/16/2024 | 012250-000-019300-00000<br><br>10/07/2025 | JEFFERSON COUNTY, ET AL VS. SANDRA M. NASH | Lot 7 and the North 1/4 of Lot 8 in Block 26 of W. W. Chaison Addition<br>4370 Ector St Bmt | $71,709.00<br><br>Add. taxes $1,452.32 (2025) | $500.00 |
| 18 | 24DCCV0423<br><br>11/14/2024 | 046650-000-048900-00000<br><br>04/01/2025 | JEFFERSON COUNTY, ET AL VS. DENNIS PATRICK CONDON, ET AL | Lots 7 and 8 in Block 57 of North Addition<br><br>2195 Magnolia St Bmt | $8,820.00<br><br>Add. taxes $57.62 (2025) | $50.00 |
| 19 | D207448<br><br>11/18/2021 | 049402-000-008200-00000<br><br>049402-000-008400-00000<br><br>12/06/2022 | JEFFERSON COUNTY, ET AL VS. WHALEY CUSTOM HOMES, INC., ET AL | TRACT 1: Being A Portion Out Of And A Part Of Lot 5, Block 12, Range 'D' Of The Port Arthur Land Company Subdivision, a/k/a LTS 5 TR 2 (15' X 150') BLK 12 RG D PALCO per JCAD<br>Merriman St. Port Neches<br>AND TRACT 2: Being A Portion Out Of And A Part Of Lot 5, Block | Tract 1: $18,000.00<br><br>Tract 2: $6,000.00<br><br>Add. taxes $0.00 | $50.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | 12, Range 'D' Of The Port Arthur Land Company Subdivision, a/k/a Lt 5 Tr 13 (5' x 150') Blk 12 Rg D Palco per JCAD<br>2317 Merriman St Port Neches | | |
| 20 | D209514<br><br>11/17/2022 | 050250-000-004600-00000<br><br>10/07/2025 | JEFFERSON COUNTY, ET AL VS. MARY F. WYLIE, ET AL | Lot 2 in Block 7 of Park Place Addition<br><br>545 Palm St Bmt | $24,468.00<br><br>Add. taxes $495.57 (2025) | $500.00 |
| 21 | D211104<br><br>05/11/2023 | 053400-000-295600-00000<br><br>12/05/2023 | JEFFERSON COUNTY, ET AL VS. OLINE SHEDRICK | Lot Number Nine (9) In Block Two Hundred Sixty (260) Of The City Of Port Arthur<br><br>1817 11th St PA | $97,811.00<br><br>Add. taxes $0.00 | $500.00 |
| 22 | 23DCCV0307<br><br>12/07/2023 | 035000-000-044800-00000<br><br>04/01/2025 | JEFFERSON COUNTY, ET AL VS. ROSA L. BARRAGAN BARAJAS | Lot 5 Block 19 In The Lakeview Addition<br><br>300 Duff Dr PA | $67,774.00<br><br>Add. taxes $540.04 (2025) | $500.00 |
| 23 | E195385<br><br>06/02/2015 | 006450-000-005900-00000<br><br>04/01/2025 | JEFFERSON COUNTY VS. BYRON L. LEWIS, ET AL | LOT 6 BLOCK 8 BOOKER HEIGHTS<br><br>2265 Washington Blvd Bmt | $52,958.00<br><br>Add. taxes $345.98 (2025) | $500.00 |
| 24 | E209550<br><br>06/09/2022 | 053400-000-272300-00000<br><br>10/07/2025 | JEFFERSON COUNTY, ET AL VS. CHESTER CHAVIS | Lot 3 and East one half of Lot 4 in Block 239 of City of Port Arthur a/k/a Lt 3 & E 1/2 of Lt 4 Blk 239 City of Port Arthur 2324-2326 10th St per JCAD<br><br>2326 10th St PA | $10,500.00<br><br>Add. taxes $60.31 (2025) | $50.00 |
| 25 | E209947<br><br>12/01/2022 | 006500-000-000200-00000<br><br>10/07/2025 | JEFFERSON COUNTY, ET AL VS. AUSTIN LEE HARMON | Lot 2 in Block 1 of Booker Terrace Addition<br><br>4315 Pradice St Bmt | $47,791.00<br><br>Add. taxes $967.93 (2025) | $500.00 |

*Additional Delinquent Tax Amounts Due (Add. taxes) refers to the additional amount of taxes, penalties and interest, if any, due that have accrued since the judgment was entered and property was struck- off to the taxing units that were parties to the underlying judgment. This amount can be paid on the day of the sale or as soon as practicable after the sale. If the additional delinquent tax amounts are not paid, a lawsuit may be filed.

# 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 21st day of April, 2026, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Michael S. Sinegal, Commissioner of Precinct No. 3, the following RESOLUTION was adopted:

WHEREAS, Section 34.05(a) of the Texas Property Tax Code states "If property is sold to a taxing unit that is a party to the judgment, the taxing unit may sell the property at any time, subject to any right of redemption existing at the time of sale;" and,

WHEREAS, Section 34.05(c) of the Texas Property Tax Code states in part "If the purchasing taxing unit has not sold the property within six months after the date on which the owner's right of redemption terminates, any taxing unit that is entitled to receive proceeds of the sale by resolution of its governing body, may request the sheriff in writing to sell the property at a public sale;" and,

WHEREAS, the deed to the property on the attached list has been held by Jefferson County and the entities for whom it collects taxes and has been determined to meet the criteria set out in one of the paragraphs above; and,

WHEREAS, Jefferson County and the entities for whom it collects taxes will receive the benefit from the proceeds from the sale and additional tax revenue once these properties are placed on the current tax roll.

**THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby request the Jefferson County Sheriff to sell the listed properties on the first Tuesday of June, 2026.

SIGNED this 21 day of April, 2026.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER BRANDON WILLIS
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER CARY ERICKSON
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

DESIGNATION TO SET BAIL UNDER CODE OF CRIMINAL PROCEDURE
ART 17.027

Judge John B. Stevens and Judge Raquel West of the Criminal District Court and 252nd District Court, hereby designate the following judges and/or magistrates to set bail under Art. 17.027 of the Code of Criminal Procedure as provided by statute:

Marc DeRouen, Benjamin Collins, Sr., Naomi Doyle, Richard Hughes, Mitch Templeton, Baylor Wortham, Bruce Gregory

This designation is valid for any new felony charged against any person and for any new felony charged against any person currently on bail for a felony pending before this court. (with the exception that Richard Hughes not set any bail for any new charge for any person currently on bail for a felony before these courts)

Signed on 3-17, 2026

John B. Stevens, CDC

Signed on 3-18, 2026

Raquel West, 252nd

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

## CERTIFICATION OF OWNERSHIP

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

I, JUSTIN LEWIS, OWNER OF LOTS 3 & 4 OF THE MINOR PLAT OF NASHLAND ESTATES, A SUBDIVISION OF JEFFERSON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN CLERK'S FILE NO. 2023013461, OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY, TEXAS, AND BEING ALL OF A 0.9354 ACRE TRACT OF LAND OUT OF AND A PART OF THE REMAINDER OF THAT CERTAIN CALLED 81.080 ACRE TRACT OF LAND AS DESCRIBED IN A "WARRANTY DEED WITH VENDOR'S LIEN WITH MINERAL RESERVATIONS" FROM B.E. QUINN III, PAMELA RAINES QUINN, PATRICK J. QUINN, RICHARD H. QUINN, AND ROBERT G. QUINN TO JUSTIN LEWIS AS RECORDED IN CLERK'S FILE NO. 2023000932, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, JEFFERSON COUNTY, TEXAS, DO HEREBY DEDICATE AND MAKE AMENDMENT TO SAID LOTS IN ACCORDANCE WITH LOCAL GOVERNMENT CODE V.T.C.S. §212.014.

BY: _____
JUSTIN LEWIS (OWNER)

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

BEFORE ME, the undersigned authority, on this day personally appeared Justin Lewis, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
This 7th day of April, 2026.

_____
Notary Public, State of Texas
My Commission Expires: 08-28-2028

RICHARD BARZ
NOTARY PUBLIC
STATE OF TEXAS
ID# 13506351-5
EXP. 08-28-2028

**State of Texas**
**County of Jefferson**

I, _____, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2026, AT _____ O'CLOCK _.M., AND DULY RECORDED ON THE _____ DAY OF _____, 2026, AT ___O'CLOCK _.M., IN THE OFFICIAL RECORDS OF JEFFERSON COUNTY, TEXAS, IN CLERK'S FILE NO. _____

_____
COUNTY CLERK, JEFFERSON COUNTY, TEXAS

_____
DEPUTY COUNTY CLERK, JEFFERSON COUNTY, TEXAS

**County Engineer's Certificate**

I, MICHELLE FALGOUT P.E., COUNTY ENGINEER OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS

_____
COUNTY ENGINEER

**State of Texas**
**County of Jefferson**

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE _____ DAY OF _____, A.D. 2026, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

_____
COMMISSIONER PRECINCT NO. 1
JEFFERSON COUNTY, TEXAS

_____
COMMISSIONER PRECINCT NO. 2
JEFFERSON COUNTY, TEXAS

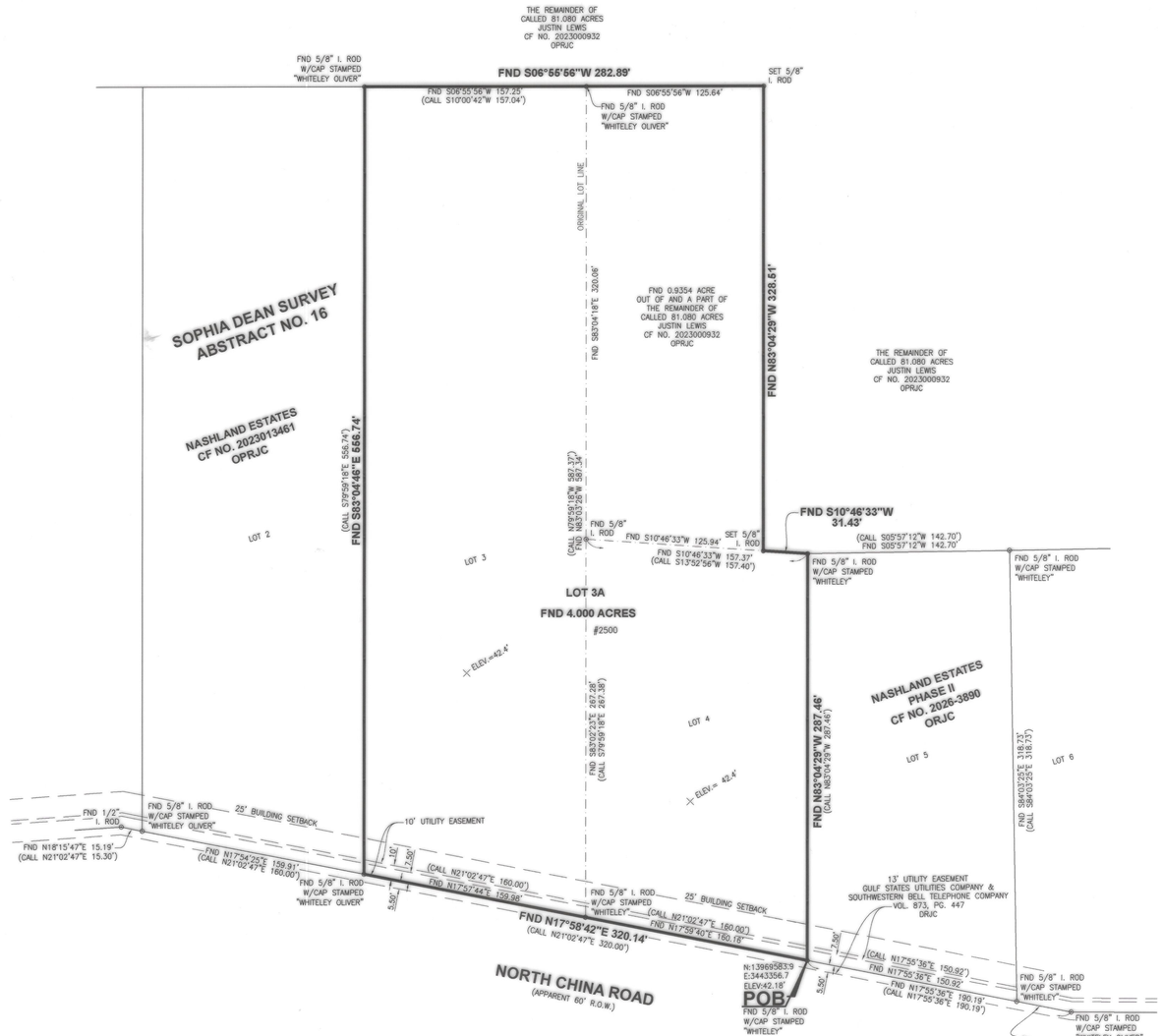
_____
COMMISSIONER PRECINCT NO. 3
JEFFERSON COUNTY, TEXAS

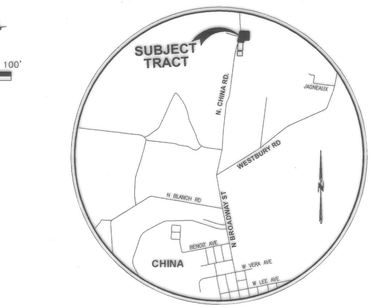
_____
COMMISSIONER PRECINCT NO. 4
JEFFERSON COUNTY, TEXAS

_____
COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

## REQUIRED CLEAR SPACES FOR AN OSSF (ON SITE SEWAGE FACILITY)

| Type of Facility | Usage Rate – Gallons per Day (Without Water Saving Devices) | Required Clear Area for OSSF (In Square Feet) | Usage Rate –Gallons per Day (with water saving devices) | Required Clear Area for OSSF (In Square Feet) |
|---|---|---|---|---|
| Single Family (1–2 Bedrooms) less than 1500 Sq. Ft. | 225 | 6428 | 180 | 5143 |
| Single Family (3 Bedrooms) less than 2500 Sq. Ft. | 300 | 8571 | 240 | 6857 |
| Single Family (4 Bedrooms) less than 3500 Sq. Ft. | 375 | 10714 | 300 | 8571 |
| Single Family (5 Bedrooms) less than 4500 Sq. Ft. | 450 | 12857 | 360 | 10286 |
| Single Family (6 Bedrooms) less than 5500 Sq. Ft. | 525 | 15000 | 420 | 12000 |




**VICINITY MAP**
"NTS"

Legal Description: 4.000 Acre Tract or Parcel of Land
Sophia Dean Survey, Abstract No. 16
Jefferson County, Texas

BEING a 4.000 acre tract or parcel of land situated in the Sophia Dean Survey, Abstract No. 16, Jefferson County, Texas, and being out of and a part of that certain called 47 acre tract of land, identified as 1st Tract, as described in "Deed" from W.D. McQueen to B.E. Quinn as recorded in Volume 164, Page 36, Deed Records, Jefferson County, Texas, and furthermore, being all of Lots 3 and 4 of the Minor Plat of Nashland Estates, a subdivision of Jefferson County, Texas, according to the plat thereof as recorded in Clerk's File No. 2023013461, Official Public Records, Jefferson County, Texas, and being all of a 0.9354 acre tract of land out of and a part of the remainder of that certain called 81.080 acre tract of land as described in a "Warranty Deed with Vendor's Lien with Mineral Reservations" from B.E. Quinn III, Pamela Raines Quinn, Patrick J. Quinn, Richard H. Quinn, and Robert G. Quinn to Justin Lewis as recorded in Clerk's File No. 2023000932, Official Public Records of Real Property, Jefferson County, Texas, said 4.000 acre tract of land being more particularly described as follows:

NOTE: All bearings and coordinates are referenced to the Texas Coordinate System of 1983, South Central Zone. All distances and acreages are surface. All set 5/8" iron rods are set with red caps stamped "WHITELEY".

BEGINNING at a 5/8" iron rod with red cap stamped "WHITELEY" found for the Southwesterly corner of the tract herein described, said corner being the Northwesterly corner of Lot 5 of the Final Plat of Nashland Estates, Phase II, a subdivision of Jefferson County, Texas, according to the plat thereof as recorded in Clerk's File No. 2026–3890, Official Records, Jefferson County, Texas, and being in the Easterly right way line of North China Road (based on an apparent width of 60 feet), and said corner also being the Southwesterly corner of the above referenced Lot 4, Nashland Estates, and furthermore, said corner has a grid coordinate of N: 13,969,583.9 and E: 3,443,356.7;

THENCE NORTH 17°58'42" EAST, along and with the Easterly right of way line of North China Road, same being the Westerly lines of Lot 4 and Lot 3 of said Nashland Estates, for a distance of 320.14 feet to a 5/8" iron rod with red cap stamped "WHITELEY OLIVER" found for Northwesterly corner of the tract herein described, said corner being the Southwesterly corner of Lot 2 of said Nashland Estates, same being the Northwesterly corner of said Lot 3, Nashland Estates;

THENCE SOUTH 83°04'46" EAST, along and with the boundary between the tract herein described and the South line of Lot 2 of said Nashland Estates, same being the North line of said Lot 3, Nashland Estates, for a distance of 556.74 feet to a 5/8" iron rod with red cap stamped "WHITELEY OLIVER" found for the Northeast corner of the tract herein described, said corner being the Southeast corner of said Lot 2, Nashland Estates, and being in a Westerly line of the remainder of the above referenced 81.080 acre Justin Lewis tract, and said corner also being the Northeast corner of said Lot 3, Nashland Estates;

THENCE SOUTH 06°55'56" WEST, along and with the boundary between the tract herein described and the remainder of the said 81.080 acre Justin Lewis tract, same being the East line of Lot 3 of said Nashland Estates, passing at a distance of 157.25 feet a 5/8" iron rod with red cap stamped "WHITELEY OLIVER" found for the Southeast corner of said Lot 3, Nashland Estates, same being an interior ell corner of the remainder of the said 81.080 acre Justin Lewis tract, and continuing over and across the remainder of the said 81.080 acre Justin Lewis tract for a total distance of 282.89 feet to a 5/8" iron rod set for the Southeast corner of the tract herein described;

THENCE NORTH 83°04'29" WEST, continuing over and across the remainder of the said 81.080 acre Justin Lewis tract, for a distance of 328.51 feet to a 5/8" iron rod set for an interior ell corner of the tract herein described, said corner being in the East line of the above referenced Lot 4 of said Nashland Estates, same being a Westerly line of the remainder of the said 81.080 acre Justin Lewis tract, and furthermore, said corner bears SOUTH 10°46'33" WEST a distance of 125.94 feet from a 5/8" iron rod found for the Northeast corner of said Lot 4, Nashland Estates, same being an exterior ell corner of the remainder of the said 81.080 acre Justin Lewis tract, and being in the South line of the above referenced Lot 3 of said Nashland Estates;

THENCE SOUTH 10°46'33" WEST, along and with the boundary between the tract herein described and the remainder of the said 81.080 acre Justin Lewis tract, same being the East line of Lot 4 of said Nashland Estates, for a distance of 31.43 feet to a 5/8" iron rod with red cap stamped "WHITELEY" found for an exterior ell corner of the tract herein described, said corner being the Northeast corner of the above referenced Lot 5, Nashland Estates, Phase II, same being the Southeasterly corner of Lot 4 of said Nashland Estates;

THENCE NORTH 83°04'29" WEST, along and with the boundary between the tract herein described and the North line of said Lot 5, Nashland Estates, Phase II, same being the South line of Lot 4 of said Nashland Estates, for a distance of 287.46 feet to the POINT OF BEGINNING, and containing 4.000 Acres, more or less.

**ABBREVIATIONS**

CF NO.= CLERK'S FILE NUMBER
FC NO.= FILM CODE NUMBER
VOL. = VOLUME
PG. = PAGE
OPRJC = OFFICIAL PUBLIC RECORDS JEFFERSON COUNTY
DRJC = DEED RECORDS JEFFERSON COUNTY
MRJC = MAP RECORDS JEFFERSON COUNTY
U.E. = UTILITY EASEMENT

NOTES
1. PLAT IS DRAWN FOR PROPERTY CONVEYANCE ONLY. IMPROVEMENTS VISIBLE OR OTHERWISE, ARE NOT SHOWN ON THIS PLAT.
2. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. ALL DISTANCES AND ACREAGES ARE SURFACE.
3. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND BASED UPON NGS MONUMENT PID DN8109, HAVING A PUBLISHED ELEVATION OF 29.20 FEET AS REFERENCED TO GEOID18.
4. ALL SET 5/8" IRON RODS ARE SET WITH RED CAPS STAMPED "WHITELEY."
5. PHYSICAL ADDRESS OF PROPERTY IS NORTH CHINA ROAD, BEAUMONT, TEXAS
6. THIS SUBDIVISION LIES OUTSIDE OF THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.
7. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HARDIN–JEFFERSON INDEPENDENT SCHOOL DISTRICT.
8. LOT OWNERS SHALL NOT BE ALLOWED TO INSTALL CULVERTS OR SURFACE DRAIN SYSTEMS TO REPLACE THE OPEN DITCH SYSTEM ON COUNTY ROADS FRONTING THEIR LOT(S) OTHER THAN ALLOWED BY THE COUNTY FOR DRIVEWAYS.
9. THAT NO MORE THAN ONE (1) SINGLE FAMILY RESIDENCE SHALL BE LOCATED ON EACH LOT. THIS RESTRICTION SHALL ALSO BE PLACED ON ALL DEEDS AND CONTRACTS FOR DEED FOR ANY LOT SOLD WITHIN THE SUBDIVISION.
10. LOTS IN SAID SUBDIVISION CANNOT BE FURTHER SUBDIVIDED.
11. PLATTED PARCEL(S) OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF FLOOD ZONE "X" (WHITE) AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY, COMMUNITY PANEL #480385–0125 C, DATED AUGUST 6, 2002. FEMA FLOOD ZONE "X–WHITE" ARE AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN.
12. ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY TEXAS, INC.
13. GAS UTILITY SERVICE WILL BE PROVIDED BY: CENTERPOINT ENERGY
14. WATER UTILITY SERVICE WILL BE PROVIDED BY: PRIVATE WELL
15. SEWER UTILITY SERVICE WILL BE PROVIDED BY: ON SITE WASTE WATER SYSTEM

**Surveyor's Certificate**

KNOW ALL MEN BY THESE PRESENTS:

THAT I, MICHAEL L. CHOATE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS CERTIFY THAT THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL SURVEY ON THE GROUND, THAT ALL CORNERS WERE FOUND OR SET AS NOTED AND THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY BY ME AND IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

_____
MICHAEL L. CHOATE, REGISTERED PROFESSIONAL
LAND SURVEYOR, NO. 6893

STATE OF TEXAS
REGISTERED
MICHAEL L. CHOATE
6893
PROFESSIONAL
LAND SURVEYOR

THE STATE OF TEXAS
COUNTY OF JEFFERSON

SUBSCRIBED AND SWORN TO BEFORE ME BY MICHAEL L. CHOATE AND GIVEN UNDER MY AND SEAL OF OFFICE THIS 9th DAY OF April, A.D. 2026.

_____
NOTARY PUBLIC, STATE OF TEXAS

RICHARD BARZ
NOTARY PUBLIC
STATE OF TEXAS
ID# 13506351-5
EXP. 08-28-2028

4.000 ACRES 1 LOT

**REPLAT**
**OF**
**LOTS 3 & 4**
**MINOR PLAT OF NASHLAND ESTATES**
**CF NO. 2023013461, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY**
**JEFFERSON COUNTY, TEXAS**
**AND**
**A 0.9354 ACRE TRACT**

**INTO**

# LOT 3A
# NASHLAND ESTATES
## SOPHIA SURVEY, ABSTRACT NO. 16
## JEFFERSON COUNTY, TEXAS


WHITELEY
INFRASTRUCTURE GROUP
Texas Engineering Firm No. F-2633
Texas Surveying Firm No. 10106700
Louisiana Surveying Firm No. VF0000874
655 Langham Road, #14, Beaumont, Texas 77707
409-892-0421| www.whiteleyinfra.com

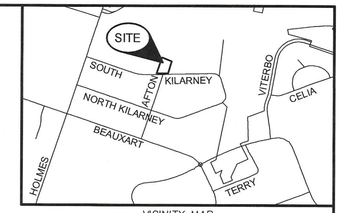

APRIL 2026 JOB NO. 26-0128

DUPLICATE MYLAR – PLEASE RETURN TO WHITELEY INFRASTRUCTURE GROUP

# TRACTS 36-A & 36-B

## 1.185 ACRES OF LAND
## REPLAT OF PART OF LOT 36
## SHAMROCK ACRES
## JEFFERSON COUNTY, TEXAS

0 15 30
SCALE:1" = 30'



VICINITY MAP
NO SCALE

## OWNERSHIP CERTIFICATE

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT JOSE BECERRA, OWNER OF 1.185 ACRES OF LAND, PART OF LOT 36, SHAMROCK ACRES, VOL. 7, PG. 101, MAP RECORDS, JEFFERSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID PROPERTY, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETO FORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND IN JEFFERSON COUNTY, TEXAS THIS 9th DAY OF April, 20 26

Jose Becerra
OWNER JOSE BECERRA

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOSE BECERRA, KNOW TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 9th DAY OF April, A.D., 20 26

NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

STACEY GARZA
Notary ID #131136064
My Commission Expires
May 18, 2029

MY COMMISSION EXPIRES 5/18/2029 (DATE)

## COUNTY APPROVAL CERTIFICATE

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE _____ DAY OF _____, A.D. 20____, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER PRECINCT NO. 1
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 2
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 3
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 4
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

## COUNTY ENGINEER CERTIFICATION

I, MICHELLE FALGOUT, COUNTY ENGINEER OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS

MICHELLE FALGOUT
COUNTY ENGINEER

## SURVEYORS CERTIFICATION

I, RANDALL ALVEY CREEL, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

RANDALL ALVEY CREEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6678

STATE OF TEXAS
REGISTERED
RANDALL ALVEY CREEL
6678
PROFESSIONAL
LAND SURVEYOR

## *CERTIFICATE OF APPROVAL*

*THIS IS TO CERTIFY THAT THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF PORT ARTHUR, TEXAS HAS APPROVED THIS PLAT AND SUBDIVISION.*

*IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE CHAIRMAN OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF PORT ARTHUR, TEXAS, THIS _____ DAY OF _____, 20____*

*ATTESTED AND APPROVED FOR ADMINISTRATION:*

*NORRIS SIMON*
*CHAIRMAN*

*PAMELA D. LANGFORD*
*SECRETARY*

FILED FOR RECORD _____, 20____ AT _____ O'CLOCK ___M.
_____, COUNTY CLERK, JEFFERSON COUNTY, TEXAS
BY _____ RECORDED _____, 20____ AT _____ O'CLOCK ___M.
_____ DEPUTY CLERK, JEFFERSON COUNTY, TEXAS
RECORDED IN FILE NO. _____ OFFICIAL PUBLIC RECORDS.

### 1.185 ACRES OF LAND
### PART OF LOT 36
### SHAMROCK ACRES
### JEFFERSON COUNTY, TEXAS

BEING 1.185 acres of land, part of Lot 36, Shamrock Acres, recorded in Volume 7, Page 101, Map Records, Jefferson County, Texas; being all of a tract of land described in a deed to James Bell and Rachel Bell, recorded in Film Code 104-07-1388, Official Public Records, Jefferson County, Texas, save and except a (Called 0.98) acre tract of land described in a deed to Kevin L. Jones and Patti L. Jones, recorded in File No. 2005036375, Official Public Records, Jefferson County, Texas; said 1.185 acre tract being more fully described by metes and bounds as follows, to wit:

Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.

BEGINNING at a half-inch steel rod, capped and marked "SOUTEX", found on the Southeast right-of-way line of South Killarney Drive, for the most westerly common corner of Lots 36 and 37, and the most northerly corner of the herein described tract; said capped rod having coordinates of N: 13930532.87, E: 3542130.40;

THENCE, South 53 deg. 23 min. 28 sec. East (Called South 49 deg. 52 min. 00 sec. East), on the common line of Lots 36 and 37, a distance of 303.87' to a half-inch steel rod, capped and marked "A&G", found for the most northerly corner of the (Called 0.98) acre tract, and the most easterly corner of the herein described tract; from which a half-inch steel rod, capped and marked "A&G", found for the most easterly common corner of Lots 36 and 37, and the most easterly corner of the (Called 0.98) acre tract, bears South 53 deg. 27 min. 04 sec. East (Called South 49 deg. 52 min. 00 sec. East), a distance of 199.74';

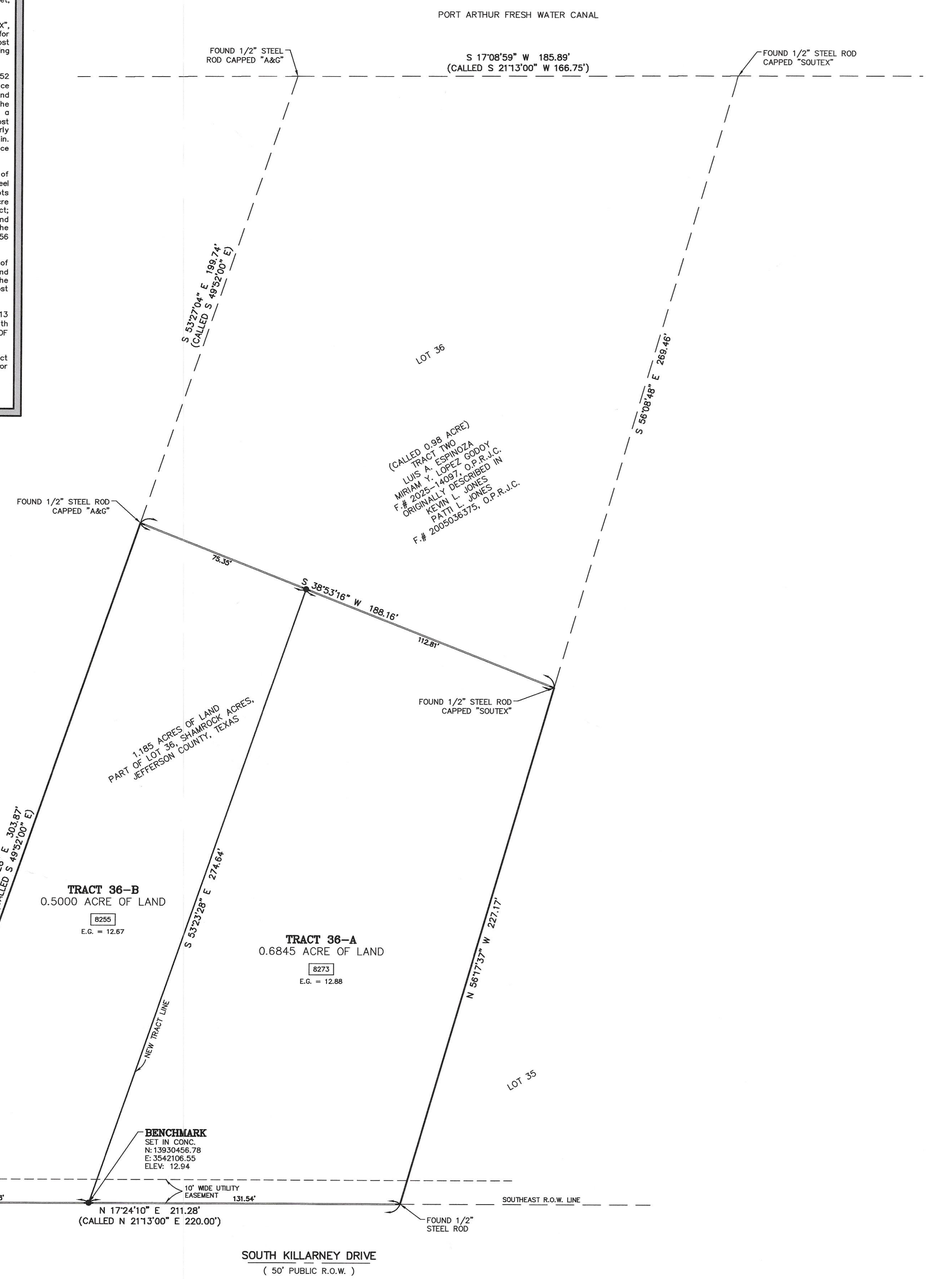
THENCE, South 38 deg. 53 min. 16 sec. West, on the Northwest line of the (Called 0.98) acre tract, a distance of 188.16' to a half-inch steel rod, capped and marked "SOUTEX", found on the common line of Lots 35 and 36, for the most westerly corner of the (Called 0.98) acre tract, and the most southerly corner of the herein described tract; from which a half-inch steel rod, capped and marked "SOUTEX", found for the most easterly common corner of Lots 35 and 36, and the most southerly corner of the (Called 0.98) acre tract, bears South 56 deg. 08 min. 48 sec. East, a distance of 269.46';

THENCE, North 56 deg. 17 min. 37 sec. West, on the common line of Lots 35 and 36, a distance of 227.17' to a half-inch steel rod found on the Southeast right-of-way line of South Killarney Drive, for the most westerly common corner of Lots 35 and 36, and the most westerly corner of the herein described tract;

THENCE, North 17 deg. 24 min. 10 sec. East (Called North 21 deg. 13 min. 00 sec. East), on the Southeast right-of-way line of South Killarney Drive, a distance of 211.28' (Called 220.00') to the POINT OF BEGINNING, and containing 1.185 acres of land, more or less.

This description is based on the Land Survey made under the direct supervision of Randall Alvey Creel, Registered Professional Land Surveyor No. 6678 on December 10, 2025.

José Becerra
25-0713




● = SET 1/2" STEEL ROD CAPPED "SOUTEX"
[XXXX] = SITE ADDRESS
E.G. = EXISTING GROUND
O.P.R.J.C. = OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY

**Development Regulations Notes:**
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

**Municipal/ETJ note:**
THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CITY OF PORT ARTHUR'S AREA OF EXTRA TERRITORIAL JURISDICTION.

**School District plat note:**
THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE NEDERLAND INDEPENDENT SCHOOL DISTRICT.

**FEMA flood plain note:**
NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY COMMUNITY PANEL #480385-0285-C, DATED 11/20/1991 . FLOOD ZONE "C".

**Utility notes:**
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T
GAS UTILITY SERVICE WILL BE PROVIDED BY: NONE
WATER UTILITY SERVICE WILL BE PROVIDED BY: AQUA TEXAS
SEWER UTILITY SERVICE WILL BE PROVIDED BY: ON SITE
CABLE UTILITY SERVICE WILL BE PROVIDED BY: SPECTRUM

**Sewage Disposal Note:**
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

**Individual Water Supply Note:**
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

**Water Supply Note:**
AQUA TEXAS WATER SUPPLY CORPORATION, AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

**Pipeline Easement Note:**
ALL EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.

**Drainage Easement Note:**
ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.

**Benchmark(s):**

BENCHMARK: SET 1/2" STEEL ROD CAPPED "SOUTEX" IN CONC. ELEV. = 12.94

**Required Clear Space for an OSSF (on Site Sewerage Facility)**

| Type of Facility | Usage Rate – Gallons per day (without water saving devices) | Required Clear Area for OSSF (sqft) | Usage Rate – Gallons per day (without water saving devices) | Required Clear Area for OSSF (sqft) |
|---|---|---|---|---|
| Single Family less than 1500 sqft | 225 | 6428 | 180 | 5143 |
| Single Family less than 2500 sqft | 300 | 8572 | 240 | 6857 |
| Single Family less than 3500 sqft | 375 | 10714 | 300 | 8571 |
| Single Family less than 4500 sqft | 450 | 12857 | 360 | 10286 |
| Single Family less than 5500 sqft | 525 | 12857 | 420 | 10288 |
| Greater than 5500 sqfteach additional 1500 sqft or increment | 75 | | 60 | |

NOTE:
1. BEARINGS, COORDINATES, DISTANCES AND ACREAGE ARE BASED ON TEXAS COORDINATE SYSTEM OF 1983, SOUTH-CENTRAL ZONE, U.S. SURVEY FEET, REFERENCED TO SMARTNET, NA. ELEVATIONS SHOWN REFERENCED TO GEOID 12B.
2. IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP REFERENCE SHOWN, THE SUBJECT TRACT LIES IN THE FLOOD ZONE NOTED. LOCATION ON MAP WAS DETERMINED BY SCALE. ACTUAL FIELD ELEVATION NOT DETERMINED, UNLESS REQUESTED. SOUTEX SURVEYORS, INC. DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAP
3. ELEVATIONS SHOWN ARE NAVD88 ORTHOMETRIC HEIGHTS DERIVED USING GEOID12B AND ARE REFERENCED TO SMARTNET, NA

| JOB NO. 25-0713 | DRAWN BY: K CREEL | SHEET 1 OF 1 |
|---|---|---|

SOUTEX SURVEYORS
T.B.P.E. FIRM #5755 * T.X.L.S. FIRM #101238
3737 Doctors Drive
Port Arthur, Texas 77642
Tel. 409.983.2004
Fax. 409.983.2005
soutexsurveyors.com
©RIGHTS RESERVED

\\Soutex\SoutexServer\Data\1 SoutexProjects\2025\25-0713 Becerra – 8273 S Killarney, Bmt\DWG\25-0713-KC-Replat.dwg Apr 07, 2026-3:12pm DennisFritz

# UTILITY AND COMMON CARRIER PIPELINE POLICY

## GENERAL REQUIREMENTS

Who Must Apply

Any person company, corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

Application

The permitee must complete, in quintruplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
b. If applicant is a pipeline carrier, whether:
    1. It is a common carrier; and
    2. It serves a public purpose; and
    3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of-way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its propose pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situations where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, the permitee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

## GENERAL PRINCIPLES

No utility or common carrier pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance of repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

Whenever the relocation of public utility is necessitated by the improvement of a county road; such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

Responsibility for Repairs

The applicant, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair, or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the permitee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules of Jefferson County to perform or cause to e performed, at the remedy such conditions or provide compliance with such directions.

## SPECIFICATIONS

General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representatives find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Order" until such time as said defects are corrected.

Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the utility or common carrier pipeline. Such casing shall extend one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum cover of six (6) feet must be provided under road ditches.

Uncased, protected lines must have a minimum cover of eight (8) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or require relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.

b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.

c. Base The base shall be replaced with crushed limestone base material from 2" below the existing bass to 1" below the existing op of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base e less than 6".

d. Surface

1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.

2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.

3. Concrete Surface The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

Lines paralleling Method of Placement (See Standard Detail)

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the permitee shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

Inspection Notice

The permitee will notify the County Engineer, (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinue for more than 5 working days.

Line Markers

All lines crossing pubic roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, but in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

Traffic Control

The applicant shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The applicant shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

Bonds

The common carrier applicant will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be $5,000.00 per crossing and $50,000.00 per mile of parallel construction or fraction thereof.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

Application Fee

The common carrier application fee shall be $100.00 per road crossing and $150.00 per mile of parallel construction or fraction thereof.

## ROUTE MAP

Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.

Permit No. _____
Precinct No._____

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTILITY LINE/COMMON CARRIER PIPLINE WITHIN
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date: _____

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

_____, (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of _____ , location of which is fully described as follows:

_____ pages of drawings attached.

Construction will begin on or after _____2 0____

It is understood that all work will comply with requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on _____ and all subsequent revisions thereof to date.

Company_____

By _____

Title _____

Address_____

Telephone _____

Fax No. _____

DR9759@ATT.COM

FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.

2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

_____ road crossing @ $100.00 _____ $_____

_____ miles parallel @ $150.O0/mile or fraction _____ $ _____

TOTAL_____ $_____

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

**ENGINEERING ACTION FORM**

The minimum standard bond required is $ N/A

County Engineer

04/21/2026

Date

---

**COMMISSIONERS COURT ORDER**

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be $ N/A.
Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By _____
County Judge

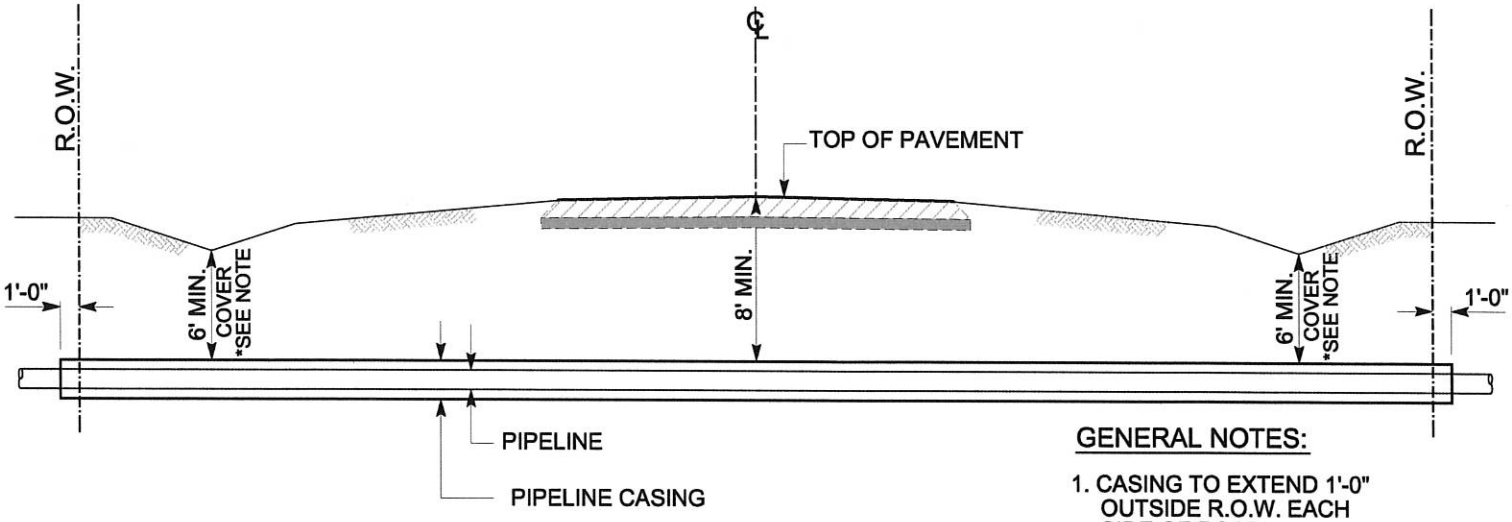
COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST _____

DATE 4/21/2026



REV 2020

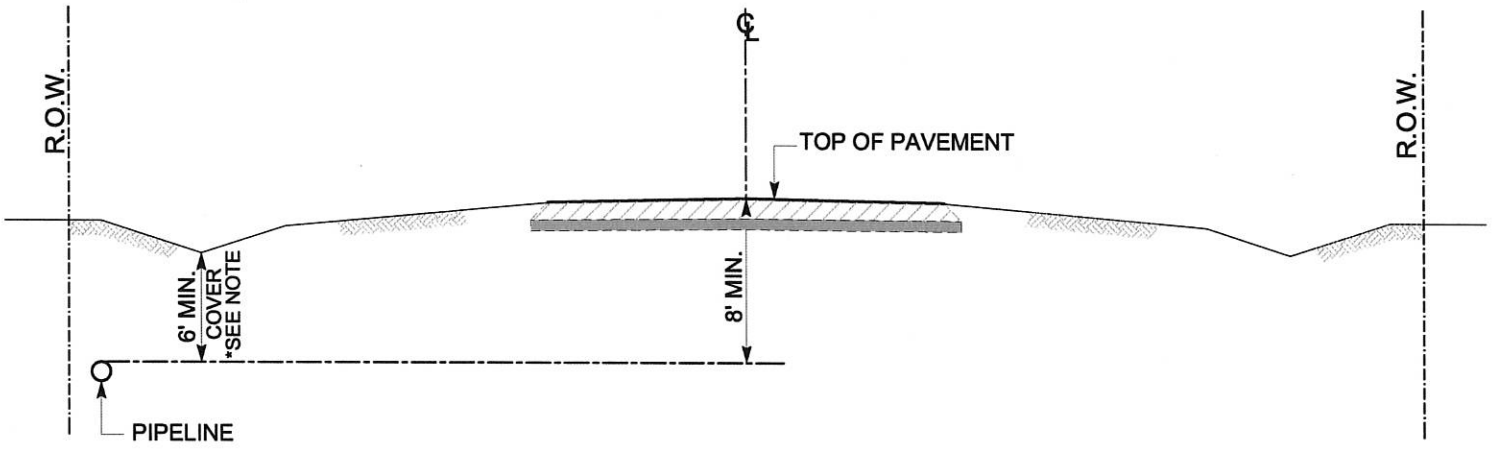



**GENERAL NOTES:**

1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
3. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

## 1.) STANDARD PIPELINE CROSSING

N.T.S




**GENERAL NOTES:**

1. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

## 2.) STANDARD PARALLEL LINE

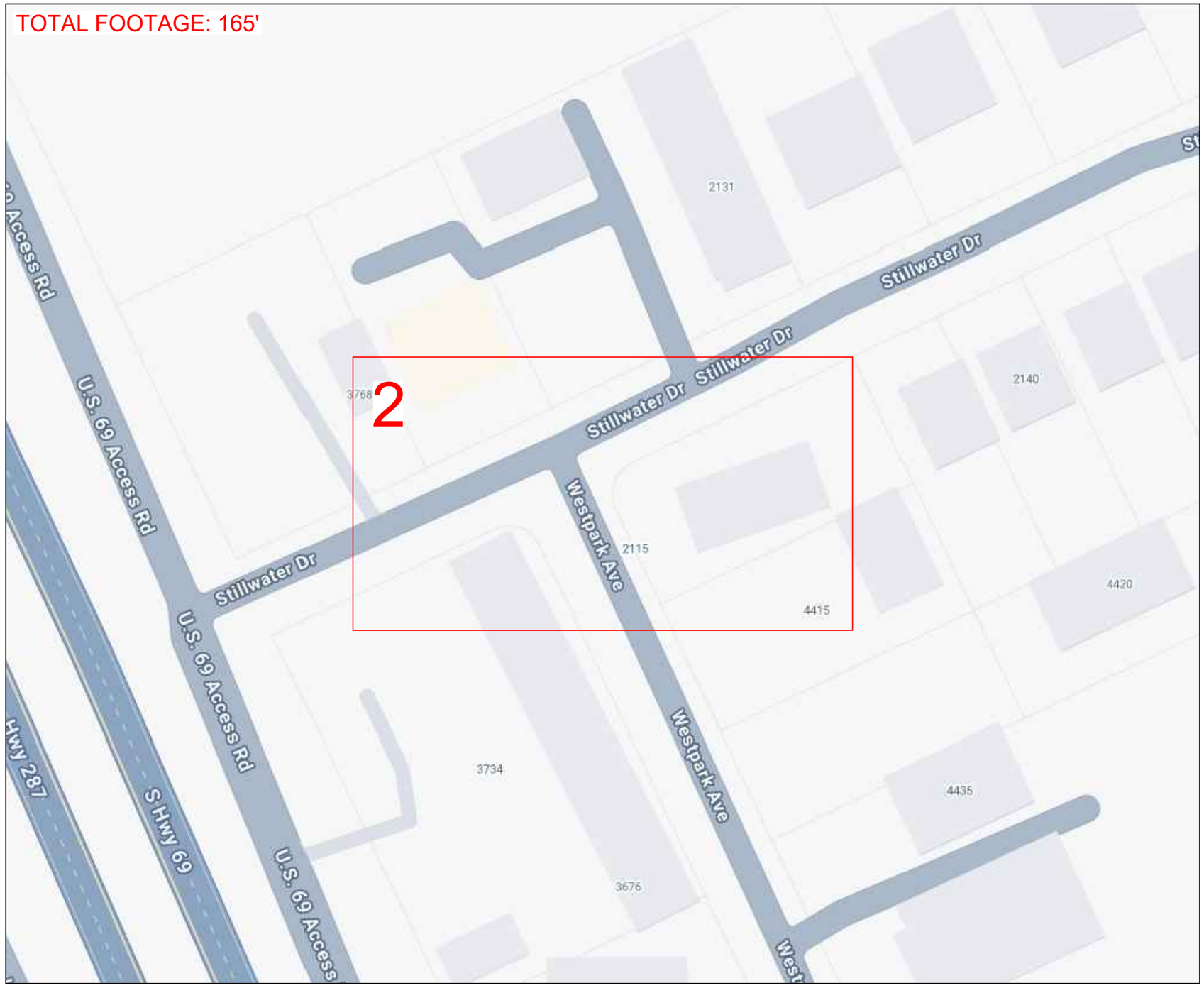
N.T.S

JEFFERSON COUNTY ENGINEERING DEPARTMENT

# PIPELINE DETAILS (STD)

| | | | |
|---|---|---|---|
| DRAWN: | J.D. | | SHEET NO. 1 OF 1 |
| CHECKED: | S.S. | REVISED: 01/15/2020 | |

# *COVER SHEET*




AT&T INSTALLATION
3734 HWY 69 N
NEDERLAND, TX 77627
JEFFERSON COUNTY
SECTIONS:

HOMEOWNERS, RESIDENTS, AND HOAs ARE TO BE NOTIFIED AT LEAST 3 DAY IN ADVANCE PRIOR TO CONSTRUCTION

| REV: | 00 | REVDATE: | 4.14.2026 |
|---|---|---|---|
| PROJECT DESIGNATED ADDRESS: **3734 HWY 69 N NEDERLAND, TX 77627** | | | **A05FBSY** NOT TO SCALE |

DRAWING NAME: **A05FBSY-BYERS-3734 HWY 69 N**

| ENGINEER ID: | SS6813 | BYERS ENGINEER: | ANDREW BARRERAS |
|---|---|---|---|

BYERS ENGINEERING COMPANY

Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm for telecom purposes.

13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742

| DRAWN BY: | GARDHIL A. CAYBIN | PRINT: | 1 | OF: | 2 |
|---|---|---|---|---|---|

## CONSTRUCTION SPECIFICATIONS

1. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 10" LIFTS AT END OF EACH WORK DAY. (NO TRENCH LEFT OPEN OVERNIGHT).
2. ALL EXCESS EXCAVATION TO BE REMOVED FROM ROAD RIGHT-OF-WAY AT THE END OF EACH WORK DAY.
3. OPEN DITCHES TO BE OPENED AT THE END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
4. ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ADEQUATE FLAGMEN, SIGNS, SIGNALS, ETC. TO PROVIDE COMPLETE SAFETY TO THE PUBLIC.
5. IF IT BECOMES NECESSARY FOR EQUIPMENT TO OPERATE ON A PORTION OF THE PAVEMENT, PRECAUTIONS SHOULD BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
6. CONDITION OF ROADUPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.
7. MIN DEPTH TO TOP OF CABLE OR CONDUIT IS TO BE 96" BELOW CROWN OF ROAD AND 72" BELOW ANY ROADSIDE OPEN DITCH.

## LEGEND

PROPOSED AT&T BURIED PLACEMENT

EXISTING HANDHOLE

EXISTING UTILITY POLE

RIGHT-OF-WAY

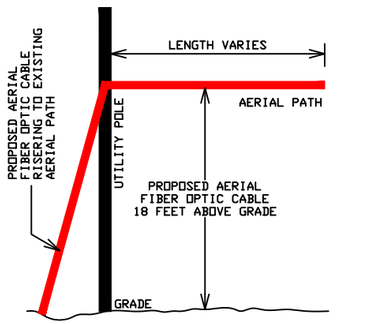
CURB

CENTERLINE

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811

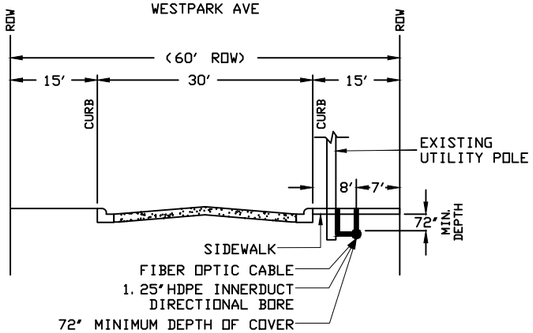
Texas 811
Know what's below. Call before you dig.

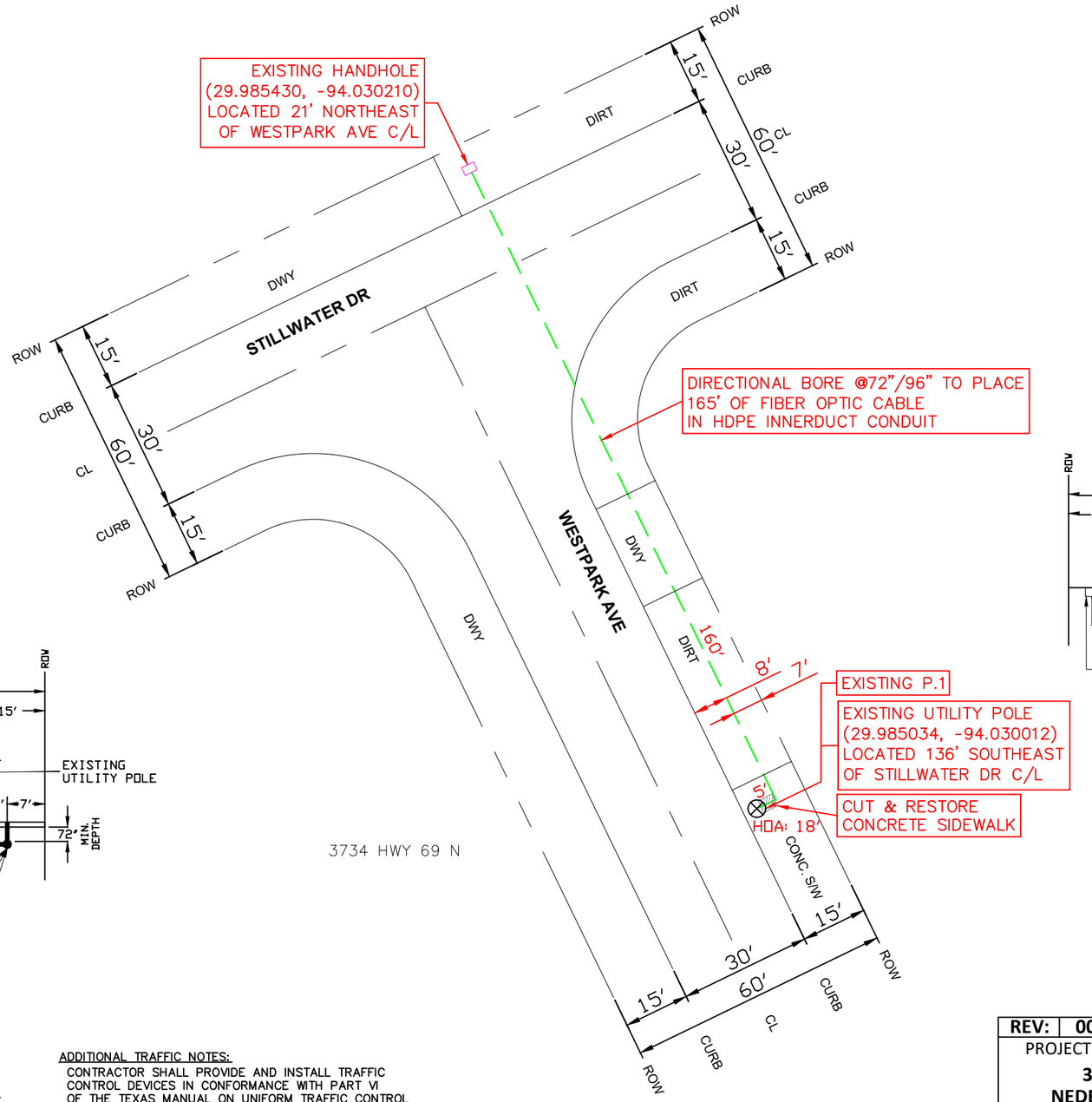
### TYPICAL AERIAL PROFILE FOR EXISTING POLES & EXISTING AERIAL PATHS



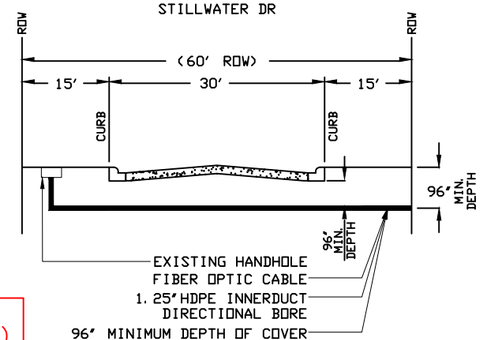

NOTE:
ALL AERIAL LINES SHALL HAVE AT LEAST 18 FEET OF VERTICAL CLEARANCE ABOVE GRADE

### CURB & GUTTER ROADWAY PARALLEL TO R. O. W. WESTPARK AVE




### ROAD CROSSING DETAIL STILLWATER DR




**DEPTH OF COVER NOTE:**
- -WHEN PLACING PARALLEL/ALONG ANY ROAD, ENSURE 72" DEPTH OF COVER.
- -WHILE CROSSING ANY ROAD OR PAVED SURFACE, DEPTH OF COVER SHALL BE 96"
- -FOR DITCHES, DEPTH OF COVER MUST BE 72" AS MEASURED FROM MAX DEPTH FLOW LINE.

**UTILITY CROSSING NOTE:**
ALL FACILITY UTILITY CROSSINGS ARE SHOWN AT APPROXIMATELY 90 DEGREES TO THE CENTERLINE AND SHALL BE INSTALLED AT APPROXIMATELY 90 DEGREES TO THE CENTERLINE IN ACCORDANCE WITH TEXAS ADMINISTRATIVE CODE CHAPTER 21 (RIGHT OF WAY), SUBCHAPTER C (UTILITY ACCOMMODATION) RULE 21.37 (DESIGN)

**ADDITIONAL TRAFFIC NOTES:**
CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD - LATEST EDITION WITH REVISIONS) DURING CONSTRUCTION. NO LANES SHALL BE BLOCKED DURING CONSTRUCTION.

**NOTE:**
ALL CONSTRUCTION CAN BE COMPLETED IN THE ROW WITHOUT INTERRUPTING THE FLOW OF TRAFFIC.
EXPOSE ALL UTILITIES IN AREA BEFORE CROSSING.

## *CONSTRUCTION DRAWING*

| REV: | 00 | REVDATE: | 4.14.2026 |
|---|---|---|---|

PROJECT DESIGNATED ADDRESS:
**3734 HWY 69 N**
**NEDERLAND, TX 77627**

**A05FBSY**
1":30'

DRAWING NAME:
**A05FBSY-BYERS-3734 HWY 69 N**

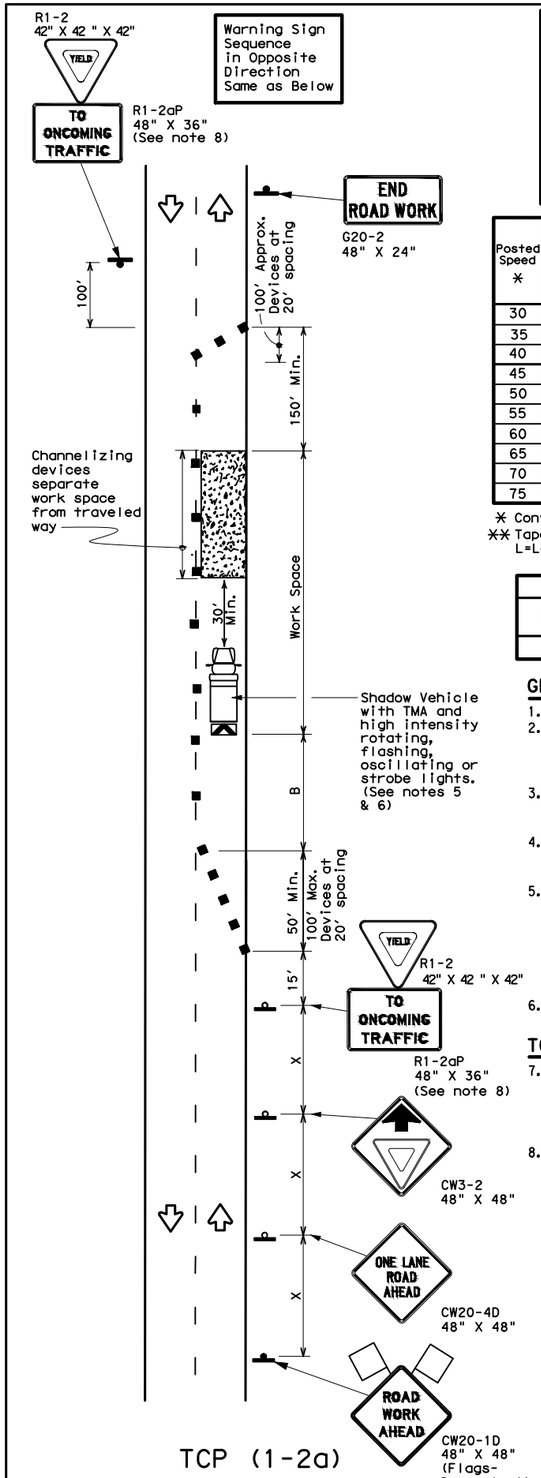
| ENGINEER ID: | SS6813 | BYERS ENGINEER: | ANDREW BARRERAS |
|---|---|---|---|

BYERS ENGINEERING COMPANY

Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm for telecom purposes.

13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742

| DRAWN BY: | GARDHIL A. CAYBIN | PRINT: | 2 | OF: | 2 |
|---|---|---|---|---|---|




TCP (1-2a)

## ONE LANE TWO-WAY CONTROL WITH YIELD SIGNS

(Less than 2000 ADT - See note 7)

| 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 ** 10' Offset | 11' Offset | 12' Offset | Suggested Maximum Spacing of Channelizing Devices: On a Taper | On a Tangent | Minimum Sign Spacing "X" Distance | Suggested Longitudinal Buffer Space "B" | Stopping Sight Distance |
|---|---|---|---|---|---|---|---|---|---|
| 30 | $L=\frac{WS^2}{60}$ | 150' | 165' | 180' | 30' | 60' | 120' | 90' | 200' |
| 35 | | 205' | 225' | 245' | 35' | 70' | 160' | 120' | 250' |
| 40 | | 265' | 295' | 320' | 40' | 80' | 240' | 155' | 305' |
| 45 | L=WS | 450' | 495' | 540' | 45' | 90' | 320' | 195' | 360' |
| 50 | | 500' | 550' | 600' | 50' | 100' | 400' | 240' | 425' |
| 55 | | 550' | 605' | 660' | 55' | 110' | 500' | 295' | 495' |
| 60 | | 600' | 660' | 720' | 60' | 120' | 600' | 350' | 570' |
| 65 | | 650' | 715' | 780' | 65' | 130' | 700' | 410' | 645' |
| 70 | | 700' | 770' | 840' | 70' | 140' | 800' | 475' | 730' |
| 75 | | 750' | 825' | 900' | 75' | 150' | 900' | 540' | 820' |

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

| TYPICAL USAGE | | | | |
|---|---|---|---|---|
| MOBILE | SHORT DURATION | SHORT TERM STATIONARY | INTERMEDIATE TERM STATIONARY | LONG TERM STATIONARY |
| | ✓ | ✓ | | |

## GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. 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.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. 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.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

## TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY
TRAFFIC CONTROL

TCP(1-2)-18