



BOARD OF COMMISSIONERS
Frank R. Rose, Chairman
Reggie Boykin, Secretary
Jay Levingston, Jr., Commissioner

NOTICE OF MEETING AND AGENDA

BOARD OF COMMISSIONERS FOR DRAINAGE DISTRICT NO. 3
JEFFERSON COUNTY, TEXAS

JUNE 28, 2023

7:30 A.M.

Notice is hereby given that the Board of Commissioners of Jefferson County Drainage District No. 3 will meet at 7:30 a.m., on the **28th JUNE 2023**, at its regular meeting place in the District's Office, 24460 Hwy 124, Hamshire, Texas.

Said meeting will be a Regular meeting for the purpose of transacting the routine business of the District.

Budget Workshop – General Discussion of upcoming budget items FY2023-24

- I. **Call to order and take roll.**
- II. **Announcement:**
This Commissioner's meeting is being recorded for the purpose of transcribing minutes.
- III. **Public Comments**
At this time, the Board will listen to comments from the public and others regarding both agenda action items and items that are not on the agenda. No action may be taken on non-agenda items. Public participation is limited to the designated open forum portion of a regular meeting. No presentation shall exceed a maximum of five minutes. Delegations of more than five persons shall appoint one person to present their views before the Board. COMPLAINTS AGAINST SPECIFIC EMPLOYEES OR INDIVIDUALS ARE NOT ALLOWED. THESE COMPLAINTS ARE COVERED BY A SEPARATE POLICY. Members of the public will not be allowed to offer comments on agenda action items when that item is on the floor for discussion unless requested to do so by the Chairman of the Board. This audience participation period is not the appropriate means for bringing complaints for which resolution is sought.
- IV. **Approve Minutes from MAY 10, 2023 meeting.**
- V. **Office Update**
 - A. Review and Accept Regular District Bills May 30 to June 15, 2023
 - B. Review and Accept Monthly Financial Reports
 - C. Review and Accept Monthly Insurance Summary
 - D. Consider and possible approve a Resolution to Amend the Jefferson County Subdivision and Development Regulations regarding *Recreational Vehicle Rental Communities* pursuant to Texas Local Government Code, Section 232, Chapter 341 and 343, Texas Health and Safety Code, TCEQ rules in 30 TAC Chapters 210, 285, 290, 305, 317 and NFIP authorization in Texas Water Code 16.315
 - E. Consider and possible approve a Resolution to Amend the Jefferson County Subdivision and Development Regulations regarding *Mobile Home Rental Communities* pursuant to Texas Local Government Code, Section 232, Chapter 341 and 343, Texas Health and Safety Code, TCEQ rules in 30 TAC Chapters 210, 285, 290, 305, 317 and NFIP authorization in Texas Water Code 16.315
 - F. Discuss and Consider hiring an Engineer firm to represent the District and to write a Drainage Criteria Manual for the District
 - G. Executive Session – *See footnote 1*
 - H. Consider and take action, if any, on items discussed in Executive Session

VI. **Equipment/Project Update**

A. Equipment Update

1. Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items. Scrap metal property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the District.
2. Consider and possibly approve an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. The auction is scheduled for Saturday, July 8, 2023 at 9:00 am. *(1) 2008 Kubota Tractor, (3) Power Tilt Attachments, (2) 1000 gal fuel tank, (1) 500 gal fuel tank*
3. Consider and possibly approve the IFB 23-0628/SV for a new 100 HP 4WD tractor w/ Hydraulic Shuttle Transmission & ROPS.
4. Consider and possibly approve going out for bids on a new Mulcher Head for 240 Trackhoe.

B. Project Update

Projects Completed

1. P. Deiss – Shellhammer to Englin Rd
2. A. Permenter – Needmore Rd
3. D. Clubb Big Hill Rd

Projects in Progress

1. R. Byerly – Englin Rd
2. V. Wright – Vincent Rd
3. B. Bundick – Vincent Rd
4. K. Ackel – Vincent Rd

Upcoming Projects

1. D. Phend – Hwy 73
2. B. Fischer – Wise Rd
3. N. Mitchell – E. Hamshire Rd
4. C. Rollins – Coon Rd
5. S. Salazar – Wilber Rd

VII. **New Business**

- A. Meeting Updates – County Engineers, May 31, 2023
- B. Board Comments – 2023 Preliminary Taxable Value Report for May 25, 2023 is estimated net taxable value of \$295,180,253.00 an increase of \$12,149,466.00 from April.
- C. Set Next Meeting Date

NOTICE OF MEETING AND AGENDA
JUNE 28, 2023– 7:30 A.M.

¹ The District reserves the right to adjourn into executive session at any time during the course of this meeting as authorized by the Texas Open meetings Act, Texas Government Code §§ 551.071 (Consultation with Attorney), 551.072 (Deliberation about Real Property), 551.073 (Deliberation about Gifts and Donations), 551.074 (Personnel Matters), and any other provision under Texas law that permits a governmental body to discuss a matter in a closed executive session. Should any final action, decision, or final vote be required in the opinion of the Board with regard to any matter considered in such closed or executive meeting or session, then the final action, or final vote shall be either:

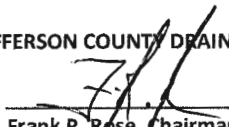
- (a) in the open meeting covered by the Notice upon the reconvening of the public meeting; or
- (b) at a subsequent public meeting of the Commissioners upon notice thereof; as the Commissioners shall determine.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Board of Commissioners of Jefferson County Drainage District No. 3 is a true and correct copy of said Notice at a place convenient and readily accessible to the general public at all times in its administrative office at 24460 Hwy 124, Hamshire, Texas. This notice can also be viewed via the District's website at <http://jcdd3.org>. This notice remained so posted continuously for at least 72 hours immediately preceding the scheduled time of said Meeting. And further, that a true and correct copy of said notice was furnished to the County Clerk of Jefferson County for posting in the Jefferson County Courthouse.

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on June 22, 2023.

JEFFERSON COUNTY DRAINAGE DISTRICT No. 3

By: _____


Frank R. Rose, Chairman

I, the undersigned County Clerk of Jefferson County, do hereby certify that the above Notice of Meeting of the Jefferson County Drainage District No. 3 Board of Commissioners, is a true and correct copy of said Notice, and that I received and posted said Notice on the Courthouse Doors and the bulletin board at the Courthouse of Jefferson County, Texas, at a place readily accessible to the general public at all times on the _____ day of _____, 20____ at _____m. and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Dated this the _____ day of _____, 20_____.

By: _____

Jefferson County Clerk

Return File Copy To: Jefferson County Drainage District No. 3, P.O. Box 388, Hamshire, TX 77622

MINUTES OF MEETING

JUNE 28, 2023

7:30 A.M.

meeting was held June 28, 2023, at 7:30 A.M. in the District's office located at 24460 Hwy 124, Hamshire, Texas. Present were Chairman Frank R. Rose, Secretary Reggie Boykin and Commissioner Joel Levingston, Jr.

1. Meeting was called to order at 7:30 A.M. by Chairman Frank R. Rose.
2. Commissioners reviewed preliminary taxable values and discussed items for the upcoming budget FY2024. No action was taken on budget items.
3. There were no Public Comments
4. The Minutes of May 10, 2023 meeting were approved on a motion made by Commissioner Levingston and seconded by Commissioner Boykin. All voted Aye.
5. Office Update -
 - A. Commissioners reviewed and accepted the Districts' regular checks written May 30, 2023 to June 15, 2023. Motion was made by Commissioner Levingston, seconded by Commissioner Boykin. All voted Aye.
 - B. Commissioners reviewed and accepted the monthly financial report presented by Shanna Verret which showed an ending fund balance of \$1,642,322.38 a decrease of \$30,375.65 from last month. Motion was made by Commissioner Boykin and seconded by Commissioner Levingston. All vote Aye
 - C. Motion was made by Commissioner Levingston and seconded by Commissioner Boykin to accept the monthly insurance summary that showed a profit for active employees of \$49,938.69 and \$7,031.08 for retirees through the month of April 2023. All voted AYE.
 - D. Motion was made by Commissioner Boykin and seconded by Commissioner Levingston to approve a Resolution to Amend the Jefferson County Subdivision and Development Regulations regarding Recreational Vehicle Rental Communities pursuant to Texas Local Government Code, Section 232, Chapter 341, 343, Texas Health and Safety Code, TCEQ rules in 30 TAC Chapters 210, 285, 290, 305, 317 and NFIP authorization in Texas Water Code 16.315. All vote AYE.
 - E. Motion was made by Commissioner Boykin and seconded by Commissioner Levingston to approve a Resolution to Amend the Jefferson County Subdivision and Development Regulations regarding Mobile Home Rental Communities pursuant to Texas Local Government Code, Section 232, Chapter 341, 343, Texas Health and Safety Code, TCEQ rules in 30 TAC Chapters 210, 285, 290, 305, 317 and NFIP authorization in Texas Water Code 16.315. All vote AYE.
 - F. A discussion was held in regards to hiring an engineer firm to represent the District and to have them write a Drainage Criteria Manual for the District. The Board advised the administration to research several firms and to get pricing for creating the drainage manual.
 - G. There was no executive session.
6. Equipment/Project Update –
 - A. Equipment Update
 1. Motion was made by Commissioner Levingston and seconded by Commissioner Boykin to dispose of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items. Scrap metal property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the District. All voted AYE.
 2. Motion was made by Commissioner Levingston and seconded by Commissioner Boykin to approve an auction of surplus property as authorized by Local Government Code §263.152 (1) by Horn's Auction, Inc. The auction is scheduled for Saturday, July 8, 2023 at 9:00 a.m. All voted AYE.
 3. After a discussion of the pressing and timely need to purchase a new tractor a motion was made by Commissioner Levingston and seconded by Commissioner Boykin to replace the 2008 Kubota tractor

MINUTES OF MEETING

JUNE 28, 2023

7:30 A.M.

Equipment/Project Update (cont) –

A. Equipment Update

3. through the Texas Buy Board Procurement Plan. The Board instructed General Manager Lavergne to get more information on prices and cost of an extended warranty.
4. A discussion was held about purchasing a Mulcher Head for the Komatsu 240 trackhoe. The Board advised General Manager Lavergne to research prices for this attachment.

B. Project Update –

Projects Completed –

- a) P. Deiss/Hebert – Shellhammer Rd
- b) A. Permenter – Needmore Rd
- c) D. Clubb – Big Hill Rd

Projects in Progress –

- a) R. Byerly – Englin Rd
- b) V. Wright – Vincent Rd
- c) B. Bundick – Vincent Rd
- d) K. Ackel – Vincent Rd

Upcoming Projects –

- a) D. Phend – Hwy 73
- b) B. Fischer – Wise Rd
- c) N. Mitchell – E. Hamshire Rd
- d) C. Rollins – Coon Rd

8. New Business

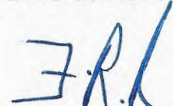
A. Meeting updates – Shanna Verret announced that she and Mr. Lavergne met with the County Engineers, Michelle Falgout and Pepe Dominquez, on May 31, 2023 at the District's office. They discussed several upcoming plans for several RV Parks and a possible ATV park that have been brought to their office. There are more revisions that will need to be made to the initial plans that they were presented with in order to meet County guidelines and requirements.

B. Board Comments –

- 1) Shanna Verret presented the 2023 Preliminary Taxable Value Reports for May 25, 2023 and June 16, 2023. The preliminary value for May was \$295,180,253.00 and for June the value increased to \$300,023,786.00. The certified value should be completed by July 25, 2023.
- 2) Shanna Verret asked about having a maintenance agreement with TAZZ RV Park on the ditch. Commissioners agreed that it would not be necessary.

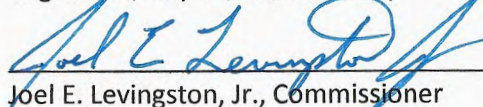
C. The next regular meeting date is set for Wednesday, July 21, 2023 at 7:30a.m.

With no further business, meeting adjourned at 8:38 a.m.



Frank R. Rose, Chairman

Reginald C. Boykin, Sr., Secretary



Joel E. Levingston, Jr., Commissioner

Maintenance Operations Fund Expenditures

Date	Num	Name	Description	Credit
05/30/2023	ACH	PAYROLL ACCOUNT	Salaires & Auto Allowance	\$ 13,983.50
05/30/2023	ACH	FICA	Payroll Tax Liability	\$ 5,277.04
05/30/2023	ACH	Texas County District Retirement	Employer Premium	\$ 1,669.60
05/30/2023	12741	Amwins Group Benefits, LLC	Insurance	\$ 4,206.40
05/30/2023	12742	Gulf Coast Automotive	Hose & Fittings	\$ 43.74
05/30/2023	12743	Tri-Con, Inc	Diesel Fuel	\$ 2,216.91
05/30/2023	12744	Cintas	Medical & Safety	\$ 7.15
05/30/2023	12745	Office Depot	Office Supplies	\$ 125.96
05/30/2023	12746	Waukesha Pearce	Equipment Repairs	\$ 3,012.74
05/30/2023	12747	Centerpoint Energy	Natural Gas	\$ 119.69
05/30/2023	12748	Windstream	Telephone	\$ 309.79
05/30/2023	12749	Entergy	Electricity	\$ 170.16
05/30/2023	12750	Nova Healthcare	Professional Services	\$ 227.33
05/30/2023	12751	Winnie Welding Works	Equipment Rental	\$ 480.00
05/30/2023	12752	Streamline	Professional Services	\$ 250.00
		Total		\$ 32,100.01
		Checks 12753-12773 were voided due to printer error		
6/15/2023	12774	PAYROLL ACCOUNT	Salaries	\$ 11,416.50
6/15/2023	ACH	FICA	Payroll Tax Liability	\$ 2,414.32
6/15/2023	12775	Southeast Tx Gov't Employee Benefit Pool	Insurance	\$ 16,473.19
6/15/2023	12776	County Treasurer, Life Insurance	Insurance	\$ 38.45
6/15/2023	12777	Vulcan Construction	Aggregate	\$ 3,978.45
6/15/2023	12778	24HR Safety	Medical & Safety	\$ 792.06
6/15/2023	12779	Strattons	Medical & Safety	\$ 314.97
6/15/2023	12780	Sam's Club	Sundry	\$ 174.44
6/15/2023	12781	First National Bank Omaha	Sundry	\$ 88.08
6/15/2023	12782	Gulfway Lumber	Buildings & Structures	\$ 227.20
6/15/2023	12783	Beaumont Tractor	Tractor Repair	\$ 177.84
6/15/2023	12784	Centerpoint Energy	Natural Gas	\$ 88.95
6/15/2023	12785	AT&T	Telephone	\$ 106.66
6/15/2023	12786	West Jefferson Municipal Water District	Water	\$ 28.77
6/15/2023	12787	Hamshire Waste	Waste Disposal	\$ 68.00
6/15/2023	12788	Allison Getz - Tax Assessor	License Renewal	\$ 7.50
6/15/2023	12789	JUX TECH - VOID		
6/15/2023	12790	Streamline	Professional Services	\$ 1,440.00
6/15/2023	12791	Winnie Welding Works	Equipment Rental	\$ 480.00
6/15/2023	12792	Training & Policy Dept	Training & Education	\$ 75.00
6/15/2023	12793	Jefferson Central Appraisal District	Appraisal Dist Fees	\$ 2,020.90
6/15/2023	12794	A-1 Maida Fence Co.	Buildings & Structures	\$ 9,097.00
6/15/2023	12795	Jux Technology	Dues & Subscriptions	\$ 43.00
		Total		\$ 49,551.28
				\$ 81,651.29

DRAINAGE DISTRICT No. 3
Profit & Loss Budget Performance
May 2023

	May 23	Budget	Oct '22 - May 23	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
REVENUES					
101 - Current Taxes	13,210.40	62,660.67	752,888.01	501,285.32	751,928.00
102 - Delinquent Taxes	1,127.78	666.67	8,650.97	5,333.32	8,000.00
103 - Interest	0.00	83.33	35,658.70	666.68	1,000.00
104 - Rendition Penalty	0.00	0.00	0.00	0.00	0.00
106 - Miscellaneous	19,618.00	0.00	26,139.98	0.00	0.00
Total REVENUES	33,956.18	63,410.67	823,337.66	507,285.32	760,928.00
Total Income	33,956.18	63,410.67	823,337.66	507,285.32	760,928.00
Gross Profit	33,956.18	63,410.67	823,337.66	507,285.32	760,928.00
Expense					
1 - SALARIES					
1002 - Clerical	4,197.00	4,197.33	33,576.00	33,578.68	50,368.00
1009 - Dept Head / Foreman	5,416.00	6,395.83	46,411.00	51,166.68	76,750.00
1010 - Commissioners	900.00	900.00	7,200.00	7,200.00	10,800.00
1015 - Extra Help	0.00	3,166.67	0.00	25,333.32	38,000.00
1048 - Equipment Operators/Asst	13,304.00	13,955.58	82,584.50	111,644.68	167,467.00
Total 1 - SALARIES	23,817.00	28,615.41	169,771.50	228,923.36	343,385.00
2 - FRINGE BENEFITS					
2001 - FICA Expenses	1,823.02	2,538.50	15,332.94	20,308.00	30,462.00
2002 - Retirement	1,669.60	1,988.42	14,915.88	15,907.32	23,861.00
2003 - Insurance	20,387.42	23,227.25	153,679.44	185,818.00	278,727.00
2004 - Worker's Compensation	0.00	916.67	190.00	7,333.32	11,000.00
2006 - Auto Allowance	1,625.00	1,650.00	13,100.00	13,200.00	19,800.00
2007 - Retirement Wage Contg					
Vacation Pay	0.00		10,332.00		
2007 - Retirement Wage Contg - Other	0.00	2,916.67	14,597.39	23,333.32	35,000.00
Total 2007 - Retirement Wage Contg	0.00	2,916.67	24,929.39	23,333.32	35,000.00
2008 - Health Ins. Savings Acct	0.00	1,000.00	681.81	8,000.00	12,000.00
Total 2 - FRINGE BENEFITS	25,505.04	34,237.51	222,829.46	273,899.96	410,850.00

DRAINAGE DISTRICT No. 3
Profit & Loss Budget Performance
May 2023

	May 23	Budget	Oct '22 - May 23	YTD Budget	Annual Budget
3 - MATERIALS & SUPPLIES					
3006 Batteries	0.00	250.00	0.00	2,000.00	3,000.00
3008 Bolts Nuts Nails & Screws	0.00	83.33	51.99	666.68	1,000.00
3009 Antifreeze & Coolant	0.00	166.67	0.00	1,333.32	2,000.00
3010 Books & Printed Matter	55.67	416.67	934.67	3,333.32	5,000.00
3012 Prints, Maps & Etc	0.00	83.33	0.00	666.68	1,000.00
3014 Chains & Hooks	0.00	66.67	0.00	533.32	800.00
3016 Chemicals Weed Control	0.00	2,166.67	0.00	17,333.32	26,000.00
3018 Cleaners & Solvents	0.00	125.00	0.00	1,000.00	1,500.00
3019 - Additives & Lubricants	0.00	208.33	0.00	1,666.68	2,500.00
3020 Metal Culvert Pipe	0.00	4,166.67	11,681.90	33,333.32	50,000.00
3022 Copying Supplies	0.00	166.67	0.00	1,333.32	2,000.00
3027 Electrical Supplies	0.00	250.00	0.00	2,000.00	3,000.00
3030 Fencing Material	30.00	541.67	746.10	4,333.32	6,500.00
3032 Concrete, Sand, Aggregat	0.00	833.33	0.00	6,666.68	10,000.00
3034 Diesel Fuel	2,216.91	4,166.67	9,413.27	33,333.32	50,000.00
3036 Diesel Fuel ON ROAD	0.00	1,666.67	2,798.24	13,333.32	20,000.00
3037 Gasoline	0.00	583.33	0.00	4,666.68	7,000.00
3040 Hardware - Misc	115.70	250.00	452.23	2,000.00	3,000.00
3041 Hose & Fittings & Filters	43.74	833.33	831.90	6,666.68	10,000.00
3048 Lumber, Timbers, Rope	100.90	208.33	395.90	1,666.68	2,500.00
3050 Medical & Safety	179.27	250.00	903.45	2,000.00	3,000.00
3051 Motor Oil & Grease	0.00	833.33	0.00	6,666.68	10,000.00
3056 Paint & Brushes	0.00	83.33	0.00	666.68	1,000.00
3072 Rope Wire Manila & Burlap	0.00	66.67	0.00	533.32	800.00
3073 Spare Parts, Heavy Equip	0.00	83.33	0.00	666.68	1,000.00
3077 Computer Supplies	0.00	208.33	1,957.56	1,666.68	2,500.00
3078 Office Supplies	125.96	208.33	1,506.42	1,666.68	2,500.00
3080 Steel Angle Iron Rods, Etc	0.00	125.00	0.00	1,000.00	1,500.00
3083 Tires & Tubes	0.00	750.00	0.00	6,000.00	9,000.00
3084 Minor Equipment	0.00	833.33	76.84	6,666.68	10,000.00
3095 Welding Supplies	0.00	166.67	0.00	1,333.32	2,000.00
3099 Sundry	49.86	166.67	477.73	1,333.32	2,000.00
Total 3 - MATERIALS & SUPPLIES	2,918.01	21,008.33	32,228.20	168,066.68	252,100.00
4 - MAINTENANCE & UTILITES					
4001 Cooling and Heating	0.00	83.33	0.00	666.68	1,000.00
4009 Building & Structure	0.00	291.67	0.00	2,333.32	3,500.00
4010 Tractors & Mowers	0.00	1,041.67	0.00	8,333.32	12,500.00
4011 Equipment Repairs	3,078.08	4,166.67	11,397.29	33,333.32	50,000.00
4013 Marine Craft	0.00	166.67	0.00	1,333.32	2,000.00
4014 - Auto - Truck	0.00	250.00	7.00	2,000.00	3,000.00
4015 Communication Equip	0.00	125.00	306.66	1,000.00	1,500.00
4020 Miscellaneous	0.00	41.67	0.00	333.32	500.00
4030 Tools	381.81	250.00	1,132.75	2,000.00	3,000.00
4051 Freight	0.00	25.00	0.00	200.00	300.00

DRAINAGE DISTRICT No. 3
Profit & Loss Budget Performance
May 2023

	May 23	Budget	Oct '22 - May 23	YTD Budget	Annual Budget
4052 Postage	0.00	41.67	396.09	333.32	500.00
4053 Natural Gas/Butane	119.69	308.33	1,970.20	2,466.68	3,700.00
4054 Telephone	416.45	500.00	3,547.10	4,000.00	6,000.00
4056 Electricity	170.16	500.00	2,664.64	4,000.00	6,000.00
4057 Water & Sewer	28.77	166.67	240.63	1,333.32	2,000.00
4058 Garbage Waste Disposal	68.00	100.00	544.00	800.00	1,200.00
Total 4 - MAINTENANCE & UTILITES	4,262.96	8,058.35	22,206.36	64,466.60	96,700.00
5 - MISCELLANEOUS SERVICES					
5009 Professional Services	477.33	833.33	1,821.47	6,666.68	10,000.00
5021 Dues & Subscriptions	274.00	208.33	1,452.50	1,666.68	2,500.00
5027 Engineering Fees	0.00	833.33	0.00	6,666.68	10,000.00
5028 Assessor/Collector Fees	0.00	166.67	0.00	1,333.32	2,000.00
5029 Attorney Fees	0.00	833.33	1,000.00	6,666.68	10,000.00
5031 Filing, Records & Photos	0.00	8.33	0.00	66.68	100.00
5032 Accounting Services	0.00	41.67	0.00	333.32	500.00
5036 Treasurer Commision	0.00	133.33	1,462.86	1,066.68	1,600.00
5038 Supplemenal Tax Refunds	0.00	166.67	0.00	1,333.32	2,000.00
5040 Insurance Autos & Trucks	0.00	500.00	0.00	4,000.00	6,000.00
5041 Insurance Property	0.00	416.67	0.00	3,333.32	5,000.00
5043 Insurance General Liab	0.00	166.67	7.00	1,333.32	2,000.00
5044 Insurance Official Liab	0.00	166.67	0.00	1,333.32	2,000.00
5045 Bonds Surety & Notary	0.00	83.33	668.00	666.68	1,000.00
5053 Equipment Rental	960.00	1,416.67	4,550.00	11,333.32	17,000.00
5054 Contract Aerial Spraying	0.00	1,333.33	0.00	10,666.68	16,000.00
5055 Contract Spraying	0.00	1,450.00	0.00	11,600.00	17,400.00
5062 Travel & Meeting Expense	0.00	66.67	0.00	533.32	800.00
5064 Training & Education	0.00	125.00	100.00	1,000.00	1,500.00
5074 Independent Auditor Fees	0.00	1,750.00	20,575.00	14,000.00	21,000.00
5095 Bank Service Charges	0.00	250.00	0.00	2,000.00	3,000.00
5098 Appraisal District Fees	0.00	750.00	4,041.80	6,000.00	9,000.00
5099 Sundry	0.00	83.33	275.00	666.68	1,000.00
Total 5 - MISCELLANEOUS SERVICES	1,711.33	11,783.33	35,953.63	94,266.68	141,400.00
6 - CAPITAL OUTLAY					
6001 Office Machines	0.00	375.00	1,199.00	3,000.00	4,500.00
6002 Excavation Equipment	0.00	14,583.33	0.00	116,666.68	175,000.00
6011 Machinery & Equipment	0.00	8,333.33	20,550.02	66,666.68	100,000.00
6014 Building & Structures	0.00	3,416.67	0.00	27,333.32	41,000.00
6022 Furniture & Fixtures	0.00	416.67	0.00	3,333.32	5,000.00
6042 Auto Truck & Trailer	0.00	4,166.67	0.00	33,333.32	50,000.00
6045 Land/ROW Acquisitions	0.00	416.67	0.00	3,333.32	5,000.00
Total 6 - CAPITAL OUTLAY	0.00	31,708.34	21,749.02	253,666.64	380,500.00

DRAINAGE DISTRICT No. 3
Profit & Loss Budget Performance
May 2023

	<u>May 23</u>	<u>Budget</u>	<u>Oct '22 - May 23</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Reconciliation Discrepancies	0.00	0.00	0.00	0.00	0.00
Total Expense	58,214.34	135,411.27	504,738.17	1,083,289.92	1,624,935.00
Net Ordinary Income	-24,258.16	-72,000.60	318,599.49	-576,004.60	-864,007.00
Other Income/Expense					
Other Expense					
Transfer Account	13,983.50	0.00	13,983.50	0.00	0.00
Total Other Expense	13,983.50	0.00	13,983.50	0.00	0.00
Net Other Income	-13,983.50	0.00	-13,983.50	0.00	0.00
Net Income	-38,241.66	-72,000.60	304,615.99	-576,004.60	-864,007.00

DRAINAGE DISTRICT No. 3
Statement of Cash Flows
May 2023

	<u>May 23</u>
OPERATING ACTIVITIES	
Net Income	-38,241.66
Adjustments to reconcile Net Income to net cash provided by operations:	
EMPLOYEE PAID EXPENSES:202-0400 Employee Insurance	<u>805.99</u>
Net cash provided by Operating Activities	<u>-37,435.67</u>
Net cash increase for period	-37,435.67
Cash at beginning of period	<u>1,679,758.05</u>
Cash at end of period	<u><u>1,642,322.38</u></u>

GROUP: DD3 Active
 PERIOD: 1/1/2023-12/31/2023

SUMMARY REPORT

MONTH	PAID MEDICAL CLAIMS	% OF TOTAL CLAIMS PAID	PAID VISION CLAIMS	% OF TOTAL CLAIMS PAID	PAID DENTAL CLAIMS	% OF TOTAL CLAIMS PAID	PAID PRESCRIPTION CLAIMS	% OF TOTAL CLAIMS PAID	TOTAL CLAIMS PAID	ADMIN	TOTAL EXPENSES	BILLED PREMIUM	NET PROFIT/(LOSS)
January	\$ 2,859.62	29.11%	\$ -	0.00%	\$ -	0.00%	\$ 6,963.43	70.89%	\$ 9,823.05	\$ 884.07	\$ 10,707.12	\$ 18,291.00	\$ 7,583.88
February	\$ 299.35	8.38%	\$ -	0.00%	\$ -	0.00%	\$ 3,271.63	91.62%	\$ 3,570.98	\$ 321.39	\$ 3,892.37	\$ 16,606.68	\$ 12,714.31
March	\$ 228.81	-10.03%	\$ -	0.00%	\$ -	0.00%	\$ (2,510.54)	110.03%	\$ (2,281.73)	\$ (205.36)	\$ (2,487.09)	\$ 14,435.48	\$ 16,922.57
April	\$ 133.75	8.02%	\$ -	0.00%	\$ 860.00	0.00%	\$ 673.72	40.40%	\$ 1,667.47	\$ 150.07	\$ 1,817.54	\$ 14,535.48	\$ 12,717.94
May		0.00%		0.00%		0.00%		0.00%					
June		0.00%		0.00%		0.00%		0.00%					
July		0.00%		0.00%		0.00%		0.00%					
August		0.00%		0.00%		0.00%		0.00%					
September		0.00%		0.00%		0.00%		0.00%					
October		0.00%		0.00%		0.00%		0.00%					
November		0.00%		0.00%		0.00%		0.00%					
December		0.00%		0.00%		0.00%		0.00%					
TOTALS	\$ 3,521.53	27.56%	\$ -	0.00%	\$ 860.00	0.00%	\$ 8,398.24	65.72%	\$ 12,779.77	\$ 1,150.18	\$ 13,929.95	\$ 63,868.64	\$ 49,938.69
MONTHLY AVERAGE	\$ 880.38		\$ -		\$ 215.00		\$ 2,099.56		\$ 3,194.94	\$ 287.54	\$ 3,482.49	\$ 15,967.16	\$ 12,484.67
ANNUAL PROJECTIONS	\$ 10,564.59		\$ -		\$ 2,580.00		\$ 25,194.72		\$ 38,339.31	\$ 3,450.54	\$ 41,789.85	\$ 191,605.92	\$ 149,816.07
PROJECTED MONTHLY AVERAGE PER ENROLLEE	\$ 146.73		\$ -		\$ 35.83		\$ 349.93		\$ 532.49				
PROJECTED MONTHLY AVERAGE PER MEMBER	\$ 88.04		\$ -		\$ 21.50		\$ 209.96		\$ 319.49				

APPENDIX 7

RECREATIONAL VEHICLE PARK DEVELOPMENT REGULATIONS

1.0 RECREATIONAL VEHICLE PARK REGULATION PREAMBLE

Regulation and development of Recreational Vehicle Parks shall follow the most current versions of the Jefferson County Subdivision and Development Regulations and the Jefferson County Flood Damage Prevention Order except as provided for in this rule. These Regulations are and shall be deemed to be an exercise of power of the Commissioners Court, Jefferson County, Texas, over “county business” as conferred upon it by Chapter 232 of Texas Local Government Code 232.007, Chapter 341 and 343 of the Texas Health and Safety Code and TCEQ Rules in 30 TAC Chapters 210, 285, 290, 305, 317 related to water and sewer facilities. All authority specifically provided to Jefferson County by, or agreed to between Jefferson County and other local, state and/or federal agencies shall be applied to the fullest extent. Specific permitting requirements are subject to interlocal agreements relating to the Extraterritorial Jurisdictions (ETJs) between Jefferson County and the incorporated cities.

A property owner wishing to create a Recreational Vehicle Park or expand/modify an Existing Recreational Vehicle Park in the unincorporated areas of Jefferson County, that does not already have approved documents meeting the Preliminary Plat requirements of the current Subdivision and Development Regulations prior to the time of this Order, shall comply with these rules. The Site Plans and Construction Plans required by this rule shall be compiled by a professional Engineer licensed in the state of Texas to a standard engineering scale and shall detail all proposed improvements and illustrate compliance with the regulations herein.

These regulations apply to Recreational Vehicle Rental Communities only.

The reference to “Plat”, “Preliminary Plat” or “Final Plat” in the current *Jefferson County Subdivision and Development Regulations* and the *Jefferson County Flood Damage Prevention Order* shall be understood to be “Facility Site Plan”, “Preliminary Facility Site Plan”, “Final Facility Site Plan”, respectively, submitted with the construction plans. Should the County Require a Plat to layout new easements or Rights of Way (ROW), then all platting requirements apply, in addition to the development of a Facility Site Plan and Construction Plans.

The term “Lot” shall be understood to be “Recreational Vehicle Space” (Space).

Reference to “Single Family Residence”, “Residence”, “Home” or “House” shall be understood to be a Recreational Vehicle (RV)

2.0 Jefferson County Subdivision and Development Regulations Reference Sections

	APPLICABILITY	REVISIONS	ADDITIONS
SECTION 1 DEFINITIONS	All	None	See Below

ADDITIONS:

1.26 Recreational Vehicle A vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently

towable by a light duty truck or other vehicle; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. Includes any of the following:

1. **CAMPING TRAILER.** A folding structure mounted on wheels and designed for travel, recreation, and vacation use.
2. **MOTOR HOME.** A portable, temporary dwelling to be used for travel, recreation and vacation, constructed as an integral part of a self-propelled vehicle.
3. **PICKUP COACH.** A structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreation, and vacation.
4. **TRAVEL TRAILER.** A vehicular structure built on a chassis with body width not to exceed eight feet and body length less than 46 feet, that structure designed to be transported and intended for human occupancy as a dwelling for short periods of time and containing limited or no kitchen or bathroom facilities.

1.27 Recreational Vehicle Park – A plot or tract of land that is separated into two or more spaces that are rented, leased, or offered for rent or lease, for a term of less than 60 months without a purchase option, for the installation of recreational vehicles for use and occupancy as transient dwelling units or residences.

1.28 Recreational Vehicle Park Space – A plot of land within a Recreational Vehicle Park designed for the accommodation of one recreational vehicle.

1.29 Existing Recreational Vehicle Park - A Recreational Vehicle Park that was permitted prior to the effective date of this Order.

	APPLICABILITY	REVISIONS	ADDITIONS
SECTION 2 GENERAL SUBDIVISION REQUIREMENTS	ALL – Except Those Noted	SEE BELOW	NONE

NON-APPLICABLE:

2.2.3

2.2.4

2.5.3

2.5.4

REVISIONS:

2.1 Modified to Read

2.1 General Requirements and Applicability. Any Applicant, who subdivides a tract of land into two or more parts that results in the creation of two or more parts intended for residential purposes or the re-subdivision of a subdivision which does the same, constitutes a subdivision and shall comply in all respects with these Regulations. Any subdivision with parts five (5) acres or less is presumed to be for residential purposes unless the land is restricted to non-residential use on the final plat and in all deeds and contracts for deed.

Owners of existing Recreational Vehicle Park Facilities shall follow the requirements herein and submit a Site Plan and Construction Plans, when:

1. New facilities on the site are planned; or
2. New rental or lease spaces are planned to be added; or
3. Recreational Vehicle Park infrastructure is substantially damaged or substantially improved (costs exceed 50% of the value of the existing Recreational Vehicle Park, per Jefferson County Floodplain Order).;

2.1.1 Any Applicant/Owner required to submit information according to this rule, shall prepare and submit a Site Plan and Construction plans to the County Engineer and Environmental Control for approval of the proposed RV Park in accordance with the terms and procedures set forth in these regulations

2.2.2 Modified to Read

2.2.2 Obtained approval of Preliminary Site Plan, Final Site Plan and Construction Plans by the County Engineer, Environmental Control and the Local Precinct.

2.8 Modified to Read

2.8 Application Fees Upon submitting the Application materials outlined in Section 2.5, the Applicant shall pay a RV Park application fee in the amount of \$250 plus \$10 per RV Space.

ADDITIONS:

2.2.3 For Site Final Certification, the Owner shall provide an As-Built set of plans signed and sealed by the Design Engineer certifying that site has been constructed in compliance with the approved Final Site Plan and Construction Plans.

2.12 Submittal of Other Approvals

The owner is required to obtain and submit approvals from other applicable reviewing entities for final approval of the Site Plan and Construction Plans. Those include but are not limited to:

- Pipeline Companies
- Drainage Districts
- Emergency Services Districts
- Texas Department of Public Transportation

SECTION	APPLICABILITY	REVISIONS	APPLICABILITY	ADDITIONS
SECTION 3 EXCEPTIONS	None			

	APPLICABILITY	REVISIONS	ADDITIONS
SECTION 4 PRELIMINARY PLAT	ALL – Except Those Noted	SEE BELOW	SEE BELOW

NON-APPLICABLE:

4.1.1 (c) 2.

4.1.2 (e)

4.6

4.7

REVISIONS:

4.1 – Modified to Read

The Preliminary Site Plan shall include RV Park boundaries, and any significant feature of the RV Park including the proposed location of RV Spaces, all common use structures/facilities (i.e. offices, laundry/shower facilities, pools, pool buildings, dumpsters), utility or drainage easements/ROW and all other information required in this Section. Preliminary Site Plans shall be submitted to the Engineering Department and Environmental Control for Approval.

If a Plat is required for this development, a reproducible copy of the preliminary plat is required for submission as specified. The Commissioners Court will act on the Final Plat within sixty (60) days from the date the completed application is accepted by the Engineering Department. If a Plat is required all other requirements set forth in the *Jefferson County Subdivision and Development Regulations* apply.

4.1.1 (d) – Replaced and Modified to Read

(d) Provide the RV space number and size of each RV space.

4.1.2 (d) – Modified to Read

(d) The Finished Floor elevation for all permanent structures on the site within the 100-year floodplain shall be provided on the Construction Plans. The finished floor elevations of permanent structures and other facilities in an RV Park, located in Flood Hazard Areas, shall meet elevation and construction requirements in the current version of the *Jefferson County Flood Damage Prevention Order*.

If a plat for the site is required, a note regarding structure finished floor elevations will be required on the plat. All other requirements set for in the *Jefferson County Flood Damage Prevention Order* shall be in force.

4.1.3 – Replaced and Modified to Read

4.1.3 – RV Park Site Road Widths

- (a) One-way Site Roads shall be a minimum of 20 feet wide
- (b) Two-way Site Roads shall be a minimum of 24 feet wide
- (c) Any proposed Cul-de-sac shall have a minimum 50-foot radius.
- (d) Preliminary Site Plan shall include the location, length and width of all proposed RV Park Roads and a depiction of how all proposed Site Roads shall connect with public roads, previously dedicated, platted or other planned streets within the vicinity of the RV Park.

4.5 Modified to Read

4.5 Approval of Preliminary Site Plan. The Engineering Department, Environmental Control and the Local Precinct shall approve a Preliminary Site Plan if it satisfies each of the requirements set forth in Section 4 and other applicable provision of the Regulations related to the Preliminary Site Plan.

	APPLICABILITY	REVISIONS	ADDITIONS
SECTION 5 FINAL PLAT	All - Except Those Noted	SEE BELOW	SEE BELOW

NON-APPLICABLE:

5.1.1 (b-d)

5.1.2

5.1.3

5.2.3

5.2.4

5.6

REVISIONS:

5.0 Application Fee- modified to read

No additional fee is required when submitting the Final Site Plan and Construction Plans

5.1 Information – Modified to Read

The Final Site Plan shall include RV Park boundaries, and any significant feature of the RV Park including the proposed location of RV Spaces, all common use structures/facilities (i.e. offices, laundry/shower facilities, pools, pool buildings, dumpsters), utility or drainage easements/ROW and all other information required in this Section. Final Site Plans shall be submitted to the Engineering Department and Environmental Control along with Construction Plans for Approval.

If a Plat is required for this development, a reproducible copy of the final plat is required for submission as specified. The Commissioners Court will act on the Final Plat within sixty (60) days from the date the completed application is filed with the Engineering Department. If a Plat is required all other requirements set forth in the *Jefferson County Subdivision and Development Regulations* apply.

5.1.1 (a and e) – Modified to Read

(a) Bearings and dimensions of the boundary of the Subdivision, parks, greenbelts, easements, or reserves. Dimensions shall be shown to the nearest one-hundredth of a foot (0.01') and bearings shall be shown to the nearest one second of angle (01"). The length of the radius and arc length of all curves, with bearings and distances of all chords, shall be clearly indicated.

(e) RV Space Number and size of all Spaces within the development, calculated to the nearest one-hundredth of an acre or provided in square feet.

5.1.2 (c) – Modified to Read

(c) The Finished Floor elevation for each permanent structure on the site within the 100-year floodplain shall be provided on the Final Site Plan and on the Construction Plans. The Finished Floor elevations of permanent structures in a RV Park shall meet elevation and construction requirements in the current version of the Jefferson County Flood Damage Prevention Order All other requirements set for in the *Jefferson County Flood Damage Prevention Order* shall be in force.

If a plat for the site is required, a note regarding structure finished floor elevations will be required on the plat.

5.2.1 – Modified to Read

5.2.1 One hard copy or PDF copy of the Construction Plans for all site improvements within the RV Park Development, in accordance with these Regulations, shall be submitted with the Final Site Plan for review and approval.

5.3 – Standard for Approval - Modified to Read

5.3 Standard for Approval. The Engineering Department, Environmental Control and local Precinct shall approve of the Final Site Plan and Constructions Plans if they satisfy each of the requirements set forth in these regulations.

If a Plat is required for this development, The Commissioners Court shall approve a Final Plat for recording as the Record Plat if it also satisfies each of the Requirements set forth in the *Jefferson County Subdivision and Development Regulations*.

5.4 – Modified to Read

5.4 Construction Plans – Final Construction Plans shall be submitted with the Final Site Plan to the Engineering Department and Environmental Control for approval. Construction plans shall include all layout, details and specifications for construction of the RV Facility required by these regulations and be signed by a Licensed Professional Engineer in the State of Texas.

5.5 – Modified to Read

5.5 Approval of Final Site Plans and Constructions Plans. Approval of a Final Site Plan and Construction Plans shall not authorize any construction or development activities but merely authorize the Applicant to proceed with obtaining a Development Permit from Environmental Control and filing a Record Plat if required.

The approval of the Final Site Plan and Construction Plans shall expire in 6 months if a permit for the construction is not obtained from Environmental Control.

ADDITIONS:

5.1.7 RV Pads

Construction plans shall include details and sections of proposed RV Pad areas. RV Pad areas shall be large enough to accommodate RV and associated vehicle (car/truck). The pad area will be hardened using limestone, concrete, asphalt or other engineered surface and designed to support the weight of the RV and associated vehicle, so as not to heave, shift, or settle unevenly under the weight of the RV and associated vehicle due to inadequate drainage, vibration, turning, parking or other forces acting on the hardened area.

	APPLICABILITY	REVISIONS	ADDITIONS
SECTION 6 STREET DESIGN AND CONSTRUCTION	Only Sections Revised as Noted	SEE BELOW	NONE

NON-APPLICABLE:

6.4 - 6.7

REVISIONS:

6.1 Modified to read

6.1 Minimum Road Standards. The following are minimum standards to which any RV Park road is to be constructed. The design and construction of all Concrete or Asphalt RV Park roads are to meet the standards for construction outlined in the most current edition of the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

6.1.1 The minimum standard design loading for RV Park Roads is 65,000 lbs., unless otherwise required by local Emergency Services Districts to accommodate firefighting or other emergency vehicles.

6.1.2 The design of interior RV Park Roads and parking area pavement design shall be based on a geotechnical report developed for the site. The Geotechnical Report shall be submitted with the Construction Plans. The pavement design information included on the construction plans shall provide information for the subgrade preparation, base installation and RV Park Road surface. The pavement design shall be submitted to the County Engineering Department and Environmental Control as part of the facility Construction Plans, and be signed and sealed by a registered Professional Engineer.

6.1.3 RV Park Road surfaces shall be either Concrete, Asphalt, 2 Course Chip Seal, Engineered TXDOT Flexible Base compliant with Item 247 meeting these requirements or other engineered surface. The portion of RV Park driveways located in a county or other public ROW shall be a hard surface, (i.e. Concrete, Asphalt or Chip Seal) and will not be allowed to be limestone or other gravel surface.

6.1.4 Site Roads will not be allowed to be inundated by stormwater as part of stormwater detention storage.

6.2 Modified to Read

6.2 Permission Required for Construction in Rights of Way. No driveway or utility construction, mail boxes, landscaping or any other encroachment into state or other public ROW or easements shall be allowed without first obtaining approval from the County. Permits for driveways shall be obtained from the local Precinct who will inspect and approve of the installation. Owner is responsible for all costs associated with the installation of culverts and driveways in the County ROW.

6.2 Modified to Read

6.3 Site Access to RV Park Roads - Site access to RV Park Roads will not be allowed to ingress/egress onto Private Drives, Private Roads, Shared Access Easement or other non-public access ways.

	APPLICABILITY	REVISIONS	ADDITIONS
SECTION 7 ACCEPTANCE OF ROAD MAINTENANCE AND CONSTRUCTION SECURITY	ONLY SECTION 7.4 REVISED BELOW	SEE BELOW	NONE

NON-APPLICABLE:

7.1 -7.3

REVISIONS:

TITLE OF SECTION RENAMEING

OLD TITLE: ACCEPTANCE OF ROAD MAINTENANCE AND CONSTRUCTION SECURITY

NEW TITLE ACCEPTANCE OF WORK IN COUNTY RIGHTS OF WAY

7.4 Modified to Read

7.4 Installation of Utility Lines -

All utility lines planned for construction under an existing Public Road for the benefit of the RV Development shall be bored to a point at least four feet beyond the edge of pavement, be a minimum of three feet below the lowest ditch flowline at point of crossing and must be approved in advance by the Jefferson County Engineering Department, other regulating entity and the Precinct. Locations of all utility lines in Public Road ROW shall be shown and detailed on the Site Plans and Construction Plans.

The Installation or modification of any and all utility lines in other Public Road ROW (i.e. TXDOT or other municipality) shall be approved by that entity prior to the final approval of the Final Site Plan and Construction Plans by the County Engineering and Environmental Control Departments.

7.4.1 Because the location of utility lines in County ROW may affect future road construction, re-construction, and on-going maintenance, the County reserves the right to dictate the reasonable placement of utility lines where those lines encroach upon County ROW or other County property.

(a) Applicants shall consult with the Precinct Commissioner or his/her Designated Agent, who shall determine on a case-by-case basis whether it is appropriate to allow utility placement running parallel beneath a Permitted Street or in a County ROW.

(b) If Applicant disagrees with the ruling of the Precinct Commissioner or his/her Designated Agent, Applicant may appeal to the Commissioners Court, which shall make a final ruling by resolution.

(c) As part of the approval process, the Applicant shall make certain that all relevant notes and drawings for final submittal of the Site Plan and Construction Plans submitted to the County, shall conform to the utility placement dictated by the County.

(d) When allowed, construction of utilities running parallel with County road or ditch ROW or easements must be on the back slope of the road or other drainage ditch with the following minimum cover or depth as prescribed by the utility:

- Telephone line – 18 inches.
- Gas line – 24 inches.
- Electric line – 48 inches.
- Television cable – 18 inches.
- Water line – 24 inches.

The County may require a utility easement outside of an existing County road or ditch ROW or easement for placement of new utilities for the benefit of the RV Park. Owner will be responsible for development of a plat or deed providing for the easement.

(e) The Precinct Commissioner should be notified 48 hours before utility work is commenced in a County ROW or easement.

	APPLICABILITY	REVISIONS	ADDITIONS
SECTION 8 WATER AND WASTEWATER STANDARDS	ALL	NONE	NONE

	APPLICABILITY	REVISIONS	ADDITIONS
SECTION 9 DRAINAGE AND FLOOD CONTROL	ALL – Except Those Noted	SEE BELOW	SEE BELOW

NON-APPLICABLE:

9.5

9.6

REVISIONS:

9.2 Conveyance of 100-Year Storm Frequency Flows – Modified to Read.

Any new or existing collection drainage system facilities, including ditches, culverts or bridges on the RV Park site within, or required to be within, County, Drainage District, or Municipal easement(s), by the regulating entity, shall be designed to convey all channelized or concentrated flows from a 100-year storm event with no rise in upstream water surface elevations. Drainage easements shall be of sufficient width to accommodate the size ditch necessary to carry the 100-year design capacity of the ditch, plus adequate width for access and maintenance as required by the regulating authority.

RV park owner shall be responsible for platting or preparation of deed for the creation of new drainage easements or required increase in width of existing drainage easements. Plats or deeds will be required to be approved by Commissioner Court and follow other filing requirements as set forth in the *Jefferson County Subdivision and Development Regulations*.

9.3 Completion of Drainage Systems Prior to Facility Acceptance

RV Parks shall not be occupied or rent RV spaces until all drainage systems are installed per the requirements set forth in this section.

9.4 Maximum Headwater Elevation for Drainage Crossings for Internal RV Roads

All internal culverts or bridges underneath internal RV Park roads, NOT IN prescribed County, Drainage District or Municipal drainage easement(s), shall be designed to convey a 10-year storm event crossing and such an Internal RV Park road shall not produce a headwater elevation at the pavement edge above the drainage structure. All drainage crossings of proposed internal RV Roads shall be designed to result in not more than 6” of water over the RV park roads in a 100-year storm event. Any RV Park Road that

traverse defined areas of the 100-year floodplain shall not increase the water surface level or change the floodplain limits.

9.8 Floodways

No development whatsoever will be permitted in the floodway.

ADDITIONS:

9.7.2 All drainage calculations shall include offsite drainage from ditches or adjacent properties, if applicable, for sizing ditches culverts, ponds and other stormwater facilities.

9.7.3 Stormwater ponds designed to address no-net increase in stormwater flows discussed in Section 9.1 shall be designed per the standards of the local drainage district having authority for this area.

9.7.3 Open road way ditches in Public ROW along the property frontage will not be allowed to be piped in except for the amount of pipe permitted by the Precincts or TXDOT for driveway culverts.

9.10 INFORMATION INCLUDED IN CONSTRUCTION PLANS

All drainage calculations, drainage facility plans, cross sections and other details demonstrating compliance with these regulations shall be included in the Construction Plans.

SECTION	APPLICABILITY	REVISIONS	ADDITIONS
SECTION 10 REVISION AND CANCELLATION	None		

SECTION	APPLICABILITY	REVISIONS	ADDITIONS
SECTION 11 PRIVATE ROAD SUBDIVISIONS	ONLY SECTIONS 11.1 AND 11.2 REVISED BELOW	SEE BELOW	NONE

NON-APPLICABLE:

11.3

REVISIONS:

TITLE OF SECTION

OLD TITLE: PRIVATE ROAD SUBDIVISIONS
NEW TITLE HEALTH, SAFETY AND NUSANCE REQUIREMENTS

11.1 Modified to Read

11.1 Screening

Screening is required to at least six feet in height along the RV Park property lines that border public roads or residential properties. Screening along public roads and residential properties shall extend for the entire property line along the public roads or residential properties. Screening of the RV Park may be accomplished by:

- Fencing; or
- Landscape screening.

Fencing shall be constructed and maintained so that the outer surface is continuous and without spaces.

- a) The fence shall be constructed of wood, masonry, corrugated sheet metal, chain link, or a combination of those materials. Any one side of the fence may be constructed of only one of those materials.
- b) A chain link fence must be galvanized and have wood or metal slats or strips that run through all links of the fence. A properly constructed and maintained chain link fence with slats.
- c) The fence must extend downward to within three inches of the ground and must test plumb and square at all times.

Landscape screening may be substituted for fencing, where:

- a) Proposed plant materials are certified in writing by a registered landscape architect, certified nurseryman or licensed landscape contractor as having the capability of achieving 60 percent of total view blockage within 18 months of installation, and 100 percent of total view blockage within 36 months of installation;

Screening shall not be placed in the ROW. No screening shall be allowed to obstruct a driver's line of vision for a reasonable distance from any street intersection or at an entrance or exit from the Manufactured Home Rental Community. Location and details of screening shall be provided in the IDP.

11.2 Trash and Waste Collection and Disposal

Recreational Vehicle Park Facilities are subject to regulations of general applicability, including public health nuisances under Chapter 341 and 343 of the Texas Health and Safety Code. The developer must address solid waste disposal, rodent/insect harboring, fly breeding and improper water disposal in accordance with these Chapters. The storage, collection and disposal of refuse in the Development shall be so conducted as to create no health hazards.

1. Refuse collection containers shall be provided in such a manner as to prevent containers from being tipped, to minimize spillage and container deterioration. The Operator shall keep the area around the refuse collection containers clean at all times.
2. The Development shall be served by a public or commercial waste collection and disposal service that collects all trash and rubbish at least once weekly. It shall be a condition of occupancy that all tenants agree to be served by such service.

3. If the minimum container capacity is insufficient to accept 100% of the solid waste generated by the tenants of the Development, the Operator shall either increase the frequency of collection and disposal or increase the number of containers.
4. The Operator shall not allow any burning of garbage, or other disposal of garbage, except into the authorized containers. For the purposes of this section, dry materials that have been segregated and stored in a sanitary manner for recycling shall not be considered garbage.
5. Locations of dumpsters or other community trash containers on the site shall be shown on the Preliminary Site plan and the Construction plans. No dumpster or other community trash container shall be placed in any road ROW, floodway or drainage easement.

SECTION	APPLICABILITY	REVISIONS	APPLICABILITY	ADDITIONS
SECTION 12 VARIANCES	All			

SECTION	APPLICABILITY	REVISIONS	APPLICABILITY	ADDITIONS
SECTION 13 ENFORCEMENT AND PENALTIES	All			

SECTION 14 SEVERABILITY

14.1 Severability.

In the event any section, appendix, paragraph, sentence, clause or phrase of these Regulations shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any remaining phrases, clauses, sentences, paragraphs, sections, or appendices of these Regulations. It is the express intent of the Jefferson County Commissioners Court that the sections, appendices, paragraphs, sentences, clauses or phrases of these Regulations be severable.

APPENDICIES

APPENDIX	APPLICABILITY
APPENDIX 1 – STANDARD PLAT NOTES & CERTIFICATES	ALL – When a Plat for laying out easements is required
APPENDIX 2 – STANDARD FORMS FOR CONSTRUCTION & MAINTENANCE SECURITY	NONE
APPENDIX 3 – SAMPLE FORM FOR WATER AND WASTEWATER SERVICE AGREEMENTS	ALL
APPENDIX 4 – SAMPLE OSSF (ON SITE SEWAGE FACILITY) CHART	ALL
APPENDIX 5 – JEFFERSON COUNTY FLOOD DAMAGE PREVENTION ORDINANCE	ALL
APPENDIX 6 – MINIMUM STANDARDS FOR RV PARK ROADWAY WIDTHS, SHOULDERS AND DITCHES	NONE

APPENDIX 8

INFRASTRUCTURE REQUIREMENTS FOR MANUFACTURED HOME RENTAL COMMUNITIES

JEFFERSON COUNTY INFRASTRUCTURE REQUIREMENTS FOR MANUFACTURED HOME RENTAL COMMUNITIES

1. Authority

These Regulations are and shall be deemed to be an exercise of power of the Commissioners Court, Jefferson County, Texas, over “county business” as conferred upon it by Chapter 232 of Texas Local Government Code 232.007, Chapter 341 and 343 of the Texas Health and Safety Code and TCEQ Rules in 30 TAC Chapters 210, 285, 290, 305, 317 related to water and sewer facilities. All authority specifically provided to Jefferson County by, or agreed to between Jefferson County and other local, state and/or federal agencies shall be applied to the fullest extent. Specific permitting requirements are subject to interlocal agreements relating to the Extraterritorial Jurisdictions (ETJs) between Jefferson County and the incorporated cities.

A property owner wishing to create a Manufactured Home Rental Community (MHRC) or expand/modify an Existing MHRC in the unincorporated areas of Jefferson County, that does not already have approved documents meeting the Preliminary Plat requirements of the current Subdivision and Development Regulations prior to the time of this Order, shall comply with these rules. The Infrastructure Development Plan (IDP) required by these rules shall be compiled by a professional Engineer licensed in the state of Texas to a standard engineering scale and shall detail all proposed improvements and illustrate compliance with the regulations herein.

These regulations apply to MHRC facilities only.

2. Definitions

Existing Manufactured Home Rental Community A Manufactured Home Rental Community that was permitted prior to the effective date of this Order.

Manufactured Home Rental Community A plot or tract of land that is separated into two or more spaces or lots that are rented, leased, or offered for rent or lease, for a term of less than 60 months without a purchase option, for the installation of manufactured homes for use and occupancy as transient dwelling units or residences.

Manufactured Home Rental Community Space or Lot (Space) A plot of land within a Manufactured Home Rental Community designed for the accommodation of one manufactured home.

Manufactured Home A structure, transportable in one or more sections, which is built on a chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term “manufactured home” does not include “Recreational Vehicle”.

Recreational Vehicle A vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck or other vehicle; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. Includes any of the following:

- a) **CAMPING TRAILER.** A folding structure mounted on wheels and designed for travel, recreation, and vacation use.

- b) MOTOR HOME. A portable, temporary dwelling to be used for travel, recreation and vacation, constructed as an integral part of a self-propelled vehicle.
- c) PICKUP COACH. A structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreation, and vacation.
- d) TRAVEL TRAILER. A vehicular structure built on a chassis with body width not to exceed eight feet and body length less than 46 feet, that structure designed to be transported and intended for human occupancy as a dwelling for short periods of time and containing limited or no kitchen or bathroom facilities.

Other Definitions Other definitions found in any rules providing authority for this rule shall be adopted by reference as if contained in this rule.

3. Fee Schedule

The fee has been established by the County to defray all costs associated with, but not limited to, the review, inspection, and filing of and IDP and documents associated with the development, or any part thereof. The fee for submittal of an Infrastructure Development Plan shall be \$250.00 plus \$10.00 per Rental Space.

4. Other Permits and Applicable Regulations

Persons developing Rental Communities should be aware that this order is not the exclusive law or regulation controlling development in Jefferson County. The following is only a partial list of other permits or regulations that may apply.

- a) A development permit issued by Jefferson County Environmental Control (Environmental Control) will be required for all permanent structures in the Manufactured Home Rental Community. All permanent structures within the MHRC shall be elevated or otherwise floodproofed as required by the Jefferson County Flood Damage Prevention Order.
- b) All Manufactured Home Rental Communities are subject to regulations of general applicability, including public health nuisances under Chapter 341 and 343 of the Texas Health and Safety Code.
- c) In the event that On-Site Sewage Facilities (OSSF) are planned, an OSSF permit from Environmental Control will be required.
- d) The site development permit to begin construction, shall be accompanied by written approvals from the following, as applicable:
 - Local Drainage District
 - Local Water District
 - Local Emergency Services District
 - Entergy
 - TXDOT
 - TCEQ
- e) All Manufactured Home Rental Communities within the ETJ of an incorporated city may also be subject to City regulations, or as per any mutually agreed upon regulations as approved and accepted under an interlocal cooperation agreement.
- f) Other Jefferson County regulations and standards including but not limited to, the Jefferson County Flood Damage Prevention Order and Driveway standards set forth by each Precinct.

- g) Once operational, any Manufactured Home located in a Flood Hazard area within a Manufactured Home Rental Community, shall follow the Jefferson County Flood Prevention Order including but not limited to:
1. Separate permitting along with the submittal of an elevation certificate is required for each Manufactured Home. Elevation of Manufactured Homes to meet requirements in 5.6 of this Order.
 2. All Manufactured Homes within the MHRC shall also meet the requirements in the Flood Prevention Order. Owner shall keep a Log onsite to document requirements of 5.2-4 (i) in the Flood Prevention Order.

5. Manufactured Home Rental Community Application Requirements

5.1 Infrastructure Development Plan

A property owner/developer wishing to create an MHRC or expand/ modify an Existing MHRC in the unincorporated areas of Jefferson County shall submit an Infrastructure Development Plan (IDP) to the County Engineering Department and Environmental Control for review and approval. The IDP shall be compiled by an Engineer to a standard engineering scale and detail all proposed improvements. It shall show proposed improvements and illustrate compliance with the regulations herein.

At a minimum the IDP shall include:

- A Site Plan;
- Drainage Information;
- Site Road and Mobile Home Pad Information
- Utility Information
- Floodplain information
- Screening information
- Trash and Waste Collection and Disposal Information

5.2 Site Plan Requirements

The IDP shall include a site plan identifying the proposed MHRC boundaries and any significant feature of the community, including the proposed location of MHRC spaces, all common use structures/facilities (i.e. office, laundry/shower facilities, pools, pool buildings, dumpsters), utility or drainage easements and dedication of Right(s) of Way (ROW).

- a) General Survey and Site Layout Information - The IDP site plan shall include:
3. Boundary lines and total acreage of the MHRC Site.
 4. The size and layout of Lots/Spaces within the proposed Site and the assigned numbering of Lots/Spaces.
 5. Note on the site plan indicating that no more than one (1) manufactured home shall be located on each lot/space.
 6. Location and layout of all proposed site facilities, i.e. pools, offices, laundry facilities, etc.
 7. Elevation contours at no less detail than one half-foot (0.5') intervals.

- b) Utility or drainage easements if required by Jefferson County or other entity.
 1. Location of all proposed utility easements including water well sanitary easements/buffers.
 2. Minimum utility easement fifteen (15) feet or as otherwise required by the utility.
 3. Drainage easements shall be of sufficient width to accommodate the size ditch necessary to carry the design capacity of the ditch, plus adequate width for access and maintenance as required by the regulating authority.
- c) Names of adjoining owners of property contiguous to the proposed facility.
- d) Name, address and phone number of the Surveyor and/or Engineer.
- e) Name, address and phone number of the Owner or Applicant if not the Owner.
- f) A vicinity map showing general location of site in relation to major roads, towns, cities or topographic features.
- g) North arrow, scale and date.
- h) Boundary lines of any incorporated City and the limit of the ETJ of any City that crosses into the site.

5.3 Drainage Information

- a) Drainage Plan Drawings - The IDP shall include site drainage plan drawing(s) showing:
 - 1) All major existing drainage and topographic features on or adjacent to the property including all water courses, 100-year floodplain boundaries, floodway boundaries, ravines, swales, ditches, bridges, culverts, streams, rivers, ponds, lakes, or other surface water features.
 - 2) Location and size of all proposed drainage structures, including ditches, culverts, on-site retention and/or detention ponds and easements meeting the design criteria provided in this section. The IDP shall include all drainage calculations.
 - 3) Direction of anticipated flow of all drainage onto and from the MHRC Site.
- b) Drainage Plan Requirements- Calculations for design of proposed drainage facilities shall be included in the IDP and shall meet the following requirements:
 - 1) All internal site collection ditches and culverts shall be designed to convey a minimum 10-year storm unless more stringent designs are required by other reviewing entity.
 - 2) Proposed drainage structures to convey stormwater in existing outfall or other drainage ditches located on the site, with or without easements, that are conveying stormwater through the site from off-site shall be designed to convey the 100-year storm event.
 - 3) Existing outfall or other drainage ditches located on the site, with or without easements, that are conveying stormwater through the site from off-site shall be provided a minimum of 20 feet on either side of the ditch for maintenance with no obstructions unless otherwise required by a reviewing entity.
 - 4) All computations shall be developed by a Texas Registered Professional Engineer to support all drainage designs. The methodologies shall be based upon commonly accepted engineering practices used within the area. These computations shall clearly demonstrate the drainage design for the proposed MHRC Site will not have a negative effect on properties either upstream or downstream of the proposed Site in its fully developed condition for the 100-year storm event. Drainage improvements offsite from

the proposed site may be required to prevent any negative effects on other upstream or downstream properties.

- 5) Stormwater runoff from the MHRC Site may not be released onto neighboring property or into any drainage ditch, swale easement, culvert or any such drainage facility associated with an existing road, whether public or private, at a rate greater than runoff from the property in an undeveloped condition.
- 6) All drainage calculations shall include offsite drainage from ditches or adjacent properties, if applicable, for sizing ditches culverts, ponds or stormwater facilities.
- 7) Stormwater ponds designed to address no-net increase in stormwater flows discussed in this section shall be designed per standards of the local drainage district having authority for this area.
- 8) Open road way ditches in Public ROW along the property frontage will not be allowed to be piped in except for the amount of pipe permitted by the Precincts or TXDOT for driveway culverts.

5.4 Site Road and Mobil Home Pad Requirements

5.4.1 Site Roads

- a) Site Road design information submitted in the IDP shall provide layout, lengths, widths, information for subgrade preparation, base installation and Site Road surface and how Site Roads will connect to existing roads.
- b) All Site Roads shall be designed by a Texas Registered Professional Engineer.
- c) All Site roads shall be designed to accommodate Fire and Emergency vehicle ingress and egress and shall have a minimum standard design loading of 65,000 lbs unless otherwise required by other reviewing entity.
- d) Site roads may be Concrete, Asphalt, 2 Course Chip Seal, Engineered TXDOT Flexible Base compliant with Item 247 meeting these requirements or other engineered surface to accommodate Fire and Emergency vehicle ingress and egress. The portion of MHRC driveways located in a county or other public ROW shall be a hard surface, (i.e. Concrete, Asphalt or Chip Seal) and will not be allowed to be limestone or other gravel surface.
- e) Dead end Site Roads shall be designed to accommodate Fire and Emergency vehicle maneuvering. Fire and Emergency vehicle turn arounds shall be a cul-de-sac with a minimum 50-foot radius or other approved turn around.
- f) Pavement design shall be based on a geotechnical report developed for the site. The geotechnical report shall be submitted with the IDP.
- g) Site Roads will not be allowed to be inundated by stormwater as part of stormwater detention storage.
- h) Minimum Site Road widths shall be 24 feet.
- i) Designs for facility access driveways onto a State or County Road shall be approved by the appropriate entity. This approval shall address the driveway and any associated culverts.
- j) Site access to an MHRC will not be allowed to ingress/egress onto Private Drives, Private Roads, Shared Access Easement or other non-public access ways.

5.4.1 Mobil Home Pad Areas

- a) Construction plans shall include details and sections of proposed Mobile Home Pad areas. Mobile Home Pad areas shall be large enough to accommodate Mobil Home and associated vehicle (car/truck). The pad area will be hardened using limestone, concrete, asphalt or other engineered surface and designed to support the weight of the Mobile Home and associated vehicles, so as not to heave, shift, or settle unevenly under the weight of the Mobile Home and associated vehicles due to inadequate drainage, vibration, turning, parking or other forces acting on the hardened area.

5.5 Utility Information

- a) The IDP shall show locations of all planned water distribution lines and sewer collection lines.
- b) If public water and/or sewer is available, the proposed MHRC shall use the available public utilities if approved by the supplier.
- c) The IDP shall identify the provider of water and sewer services if applicable.
- d) If a MHRC proposes to supply water service from one well to more than fifteen (15) units, that MHRC shall be considered a Public Water System (PWS) and the design and operation of the water utility shall be developed per TCEQ PWS requirements.
- e) Septic systems shall be designed and installed by a licensed professional. All on-site sewer facility designs shall be submitted to Environmental Control for approval, permitting, and future maintenance inspections as required.
- f) Development permits for New or Existing Manufactured Home Rental Communities shall only be issued upon either:
 1. The approval of a proposed OSSF by Environmental Control;
 2. Design of other water and/or sewer treatment facilities approved by the TCEQ; or
 3. Proof of access to public utilities from the utility provider.

5.6 Floodplain Information – The IDP shall include information demonstrating compliance with the latest Jefferson County Flood Damage Prevention Order and the following:

- a) The location of floodplains and floodways shall be clearly marked on the site plan in the IDP.
- b) No portion, what so ever, of an MHRC will be permitted to be constructed in a regulatory floodway.
- c) The finished floor elevations of Mobile Homes and other structures in a Mobile Home Rental Community, located in Flood Hazard Areas, shall meet elevation and construction requirements in the current version of the Jefferson County Flood Damage Prevention Order.
- d) Finished floor elevations shall be noted on the construction drawings.

5.7 Screening

Screening is required to at least six feet in height along the MHRC property lines that border public road(s) or residential property. Screening along public roads and residential properties shall extend for the entire property line along the public roads or residential properties. Screening of the Manufactured Home Rental Communities may be accomplished by:

- Fencing; or
- Landscape screening.

Fencing shall be constructed and maintained so that the outer surface is continuous and without spaces.

- a) The fence shall be constructed of wood, masonry, corrugated sheet metal, chain link, or a combination of those materials. Any one side of the fence may be constructed of only one of those materials.
- b) A chain link fence must be galvanized and have wood or metal slats or strips that run through all links of the fence. A properly constructed and maintained chain link fence with slats.
- c) The fence must extend downward to within three inches of the ground and must test plumb and square at all times.

Landscape screening may be substituted for fencing, where:

- a) Proposed plant materials are certified in writing by a registered landscape architect, certified nurseryman or licensed landscape contractor as having the capability of achieving 60 percent of total view blockage within 18 months of installation, and 100 percent of total view blockage within 36 months of installation;

Screening shall not be placed in the ROW. No screening shall be allowed to obstruct a driver's line of vision for a reasonable distance from any street intersection or at an entrance or exit from the Manufactured Home Rental Community. Location and details of screening shall be provided in the IDP.

5.8 Trash and Waste Collection and Disposal

As noted above, all Manufactured Home Rental Communities are subject to regulations of general applicability, including public health nuisances under Chapter 341 and 343 of the Texas Health and Safety Code. The developer must address solid waste disposal, rodent/insect harboring, fly breeding and improper water disposal in accordance with these Chapters. The storage, collection and disposal of refuse in the Development shall be so conducted as to create no health hazards.

- a) Refuse collection containers shall be provided in such a manner as to prevent containers from being tipped, to minimize spillage and container deterioration. The Operator shall keep the area around the refuse collection containers clean at all times.
- b) The Development shall be served by a public or commercial waste collection and disposal service that collects all trash and rubbish at least once weekly. It shall be a condition of occupancy that all tenants agree to be served by such service.
- c) If the minimum container capacity is insufficient to accept 100% of the solid waste generated by the tenants of the Development, the Operator shall either increase the frequency of collection and disposal or increase the number of containers.
- d) The Operator shall not allow any burning of garbage, or other disposal of garbage, except into the authorized containers. For the purposes of this section, dry materials that have been segregated and stored in a sanitary manner for recycling shall not be considered garbage.
- e) The IDP shall identify location of dumpsters on the site. No dumpster shall be placed in any road right of way, floodway or drainage easement.

6. Existing MHRC Application Requirements

Existing Manufactured Home Rental Communities shall follow new MHRC Application Requirements herein and submit an IDP and permit applications when:

- a) New facilities on the site are planned; or
- b) New rental or lease spaces are planned to be added; or
- c) A Manufactured Home Rental Community's infrastructure is substantially damaged or substantially improved (costs exceed 50% of the value of the Manufactured Rental Community, per Jefferson County Floodplain Order).

7. Dates and Conditions

- a) **Effective Date** - These regulations become effective upon adoption by Commissioner's Court.
- b) **IDP Review** – Not later than 60 days after the date the owner of a proposed manufactured home MHRC submits an IDP for approval, the County Engineer and Environmental shall approve or reject the IDP in writing. If the plan is rejected, the written rejection must specify the reasons for the rejection and the actions required for approval of the IDP. The failure to reject an IDP within the period prescribed constitutes approval of the plan. If the IDP is rejected, the period will be recalculated from the date such completed and additional materials are submitted.
- c) **IDP Expiration** - The approval of the IDP shall expire in 6 months if a permit for construction is not obtained from Environmental Control.
- d) **Construction** - Construction of a proposed MHRC may not begin before the date the County Engineering Department and Environmental Control have approved the IDP and all permits from Environmental Control are obtained.

No driveway or utility construction, mail boxes, landscaping or any other encroachment into state or other public ROW or easements shall be allowed without first obtaining approval from the County. Permits for driveways shall be obtained from the local Precinct who will inspect and approve of the installation. Owner is responsible for all costs associated with the installation of culverts and driveways in the County ROW.

The Precinct Commissioner should be notified 48 hours before the commencement of any driveway or utility work in a County ROW or easement

- e) **Site Final Certification** – The Owner shall provide an As-Built set of plans signed and sealed by the Design Engineer certifying that site has been constructed in compliance with the IDP.
- f) **Utility Approvals** - A utility may not provide utility services, including water, sewer, gas, and electric services, to an MHRC subject to an IDP or to a manufactured home in the community unless the owner provides the utility with a copy of any required release documents or correspondence from Jefferson County Environmental Control. This subsection applies only to:
 - 1. A municipality that provides utility services;
 - 2. A municipally owned or municipally operated utility that provides utility services;
 - 3. A public utility that provides utility services;
 - 4. A nonprofit water supply or sewer service corporation organized and operating under Chapter 67 (Nonprofit Water Supply or Sewer Service Corporations), Water Code, that provides utility services;

5. A county that provides utility services; and
6. A special district or authority created by state law that provides utility services.

8. Severability

Should any portion of these rules be found, or held, to be illegal, unenforceable, or void, the remainder of these rules shall remain in full force and effect.



DRAINAGE DISTRICT NO.3

Jefferson County, Texas

PO Box 388 Hamshire, TX 77622 Phone (409) 243-3495 Fax (409) 243-3158

LEGAL NOTICE

Advertisement for Invitation for Bids

June 28, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Drainage District No. 3 for Invitation for Bid **(IFB 23-2806/SV) 100 HP 4WD TRACTOR w/ Hydraulic Shuttle Transmission & ROPS, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.** Specifications for this project may be obtained from the Drainage District No. 3's website, <https://jcdd3.org> or by calling 409-243-3495.

Bids are to be sealed and addressed to Board of Commissioners with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Drainage District No. 3 does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud at the Drainage District Office, 24460 Hwy 124, Hamshire, TX 77622, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: 100 HP 4WD Tractor w/ Hydraulic Shuttle Transmission & ROPS

BID NUMBER: IFB 23-2806/SV

DUE BY TIME/DATE: 4:30 PM CT, Tuesday, July 18, 2023

BID OPENING: 7:30 AM CT, Wednesday, July 19, 2023

**MAIL OR DELIVER TO: Drainage District No. 3
PO Box 388
24460 Hwy 124
Hamshire, TX 77622**

Any questions relating to these bid requirements should be directed to Shanna J. Verret, Administrative Assistant at 409-243-3495 or via email at: sverret@jcdd3.org. If no response in 72 hours, contact Ruffus Lavergne, General Manager at 409-243-3495 or via email at: rlavergne@jcdd3.org.

Jefferson July Drainage District No. 3 encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County Drainage District No. 3 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 409-243-3495.

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.

Shanna J. Verret, Administrative Assistant
Drainage District No.3
Jefferson County, Texas

PUBLISH:
The Examiner:
June 29, 2023, July 6, 2023, July 13, 2023

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BID SUBMISSIONS:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet in its entirety.

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

Additionally, Bidder shall monitor the Jefferson County Drainage District No. 3 Website for any addenda, additional instructions, or bid updates. <https://icdd3.org>

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 Drainage District No. 3 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 District's Representative. 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 Drainage District No. 3 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 Drainage District No. 3.

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 Drainage District No. 3 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 Drainage District No. 3.

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 Drainage District No. 3 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 Drainage District No. 3 reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County Drainage District No. 3 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 District's 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 Drainage District No. 3 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 Drainage District No. 3, 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 District. 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 7:00 am CT to 4:00 pm CT, Monday through Thursday, unless otherwise authorized by the District's Representative 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 Drainage District No. 3 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 Drainage District No. 3. Instructions and training shall be at no additional cost to the District.

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 Drainage District No. 3 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 Drainage District No. 3 for any and all damages that may be assessed against the District.

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

At Jefferson County Drainage District No. 3'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 Drainage District No. 3. 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 District's Representative, 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 District. 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 Drainage District No. 3 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," commonly 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 District. 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 District's representative and recommendation to Jefferson County Drainage District Board of Commissioners'. 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 Board of Commissioners or the District's representative 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 District's Representative to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The District 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 District 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 District's Representative.

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 District 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 District.

3.4 FUNDING.

Jefferson County Drainage District No. 3 is operated and funded on an October 1 to September 30 basis; accordingly, the District reserves the right to terminate, without liability to the District, 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 Drainage District No. 3, shall constitute a contract equally binding between the successful Bidder and Jefferson County Drainage District No. 3.

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 Drainage District No. 3. No change order will be binding unless signed by an authorized representative of the District and the vendor.

4.3 PRICE RE-DETERMINATION.

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County Drainage District No. 3 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 District.

4.4 TERMINATION.

Jefferson County Drainage District No. 3 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 Drainage District No. 3 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 Drainage District No. 3'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 Drainage District No. 3 reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County Drainage District No. 3 shall not be liable to prosecution for damages in the event that the District declares the Bidder in default.

4.5 CONFLICT OF INTEREST.

Employees of the District 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 District 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 JEFFERSON COUNTY DRAINAGE DISTRICT NO. 3 AND VENDORS.

Jefferson County Drainage District No. 3 may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

Jefferson County Drainage District No. 3 expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County Drainage District No. 3 personnel during the IFB process without the express permission from the District's representative. The District's representative will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from Jefferson County Drainage District No.3.**

All correspondence relating to this IFB, from advertisement to award shall be sent to the District's Representative. All presentations and/or meetings between Jefferson County Drainage District No. 3 and the vendor relating to this IFB shall be coordinated by the District's Representative.

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
(IFB 06-2806/SV 100HP 4WD Tractor w/ Hydraulic Shuttle Transmission & ROPS

vendor(s) as selected by the Evaluation Committee. Jefferson County Drainage District No. 3 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 Drainage District No. 3 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 Drainage District No. 3 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 Drainage District No. 3 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 Drainage District No. 3 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 Drainage District No. 3.

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 Drainage District No. 3 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 Drainage District No. 3 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 District 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 District'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 Drainage District No. 3 – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County Drainage District No. 3 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 Drainage District No. 3. Any bidder who is in default to Jefferson County Drainage District No. 3 at the time of submittal of the bid shall have that bid rejected.

Jefferson County Drainage District No. 3 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 Drainage District No. 3, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County Drainage District No. 3 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 Drainage District No. 3 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 Drainage District No. 3 reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Board of Commissioners and present evidence concerning Offeror responsibility after officially notifying the Office of the District of Offeror's intent to appear.

8. CONTRACT.

A response to an IFB is an offer to contract with Jefferson County Drainage District No. 3 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 Drainage District No. 3, 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 Drainage District No. 3 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 District's web page at <https://j added3.org> 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 District's Office.

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 District, and will be posted on the District's 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 Drainage District No. 3 Office.

13. SPECIFICATIONS.

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County Drainage District No. 3'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 Drainage District No. 3, 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 Drainage District No. 3 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 District's Representative.

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.

“District” – Jefferson County Drainage District No. 3, County of Jefferson, Texas.

“Contractor” – The Bidder whose proposal is accepted by Jefferson County Drainage District No. 3.

21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.

It is the desire of Jefferson County Drainage District No. 3 to increase the participation of Minority-Owned (MBE) , Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises in its contracting and procurement programs. While the District does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS
REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

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 August 31, 2022.**

THRESHOLD	PROVISION	CITATION
<p>>\$250,000 (Simplified Acquisition Threshold)</p>	<p>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.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>>\$10,000</p>	<p>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 affected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>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.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(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:</p> <p>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:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(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:</p>	<p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p>

	<p>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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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</p>	
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	<p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(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:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	
<p>>\$2,000</p>	<p>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</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	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.	
>\$100,000	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.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401 , “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$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).	2 CFR 200 APPENDIX II (G)

>\$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.	2 CFR 200 APPENDIX II (H)
>\$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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	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)
>\$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.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>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.</p>	

	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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).</p>	
None	<p>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:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered 	2 CFR 200.216

	<p>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).</p> <p>(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).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(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.</p> <p>(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.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>	
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	2 CFR 200.322(a)(b)(1)(2)
None	<p>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.</p>	2 CFR 200.112

None	<p>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.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	2 CFR 200.321
None	<p>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:</p> <p>(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.</p> <p>(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.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p>	2 CFR 200.334

	<p>(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.</p> <p>(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.</p> <p>(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).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>	Texas Government Code 2252.152
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity 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:</p> <p>(1) does not boycott Israel; and</p>	Texas Government Code 2271.002

	(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
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.	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.

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

<p>REQUIRED FORM <u>Bidder:</u> Please complete this form and include with bid submission.</p>
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DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet in its entirety.

The District 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 Drainage District No. 3 Website for any addenda, additional instructions, or bid updates. <https://jcdd3.org>

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:

Drainage District No. 3
Jefferson County, Texas
PO Box 388
24460 Hwy 124
Hamshire, TX 77622

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

All submissions must be received by 4:00pm CT, Tuesday, July 18, 2023.

Bids will be accepted at the above address until the time and date specified herein, and will be publicly opened and read aloud on **Wednesday, July 19, 2023 at 7:30 a.m.** at the Board of Commissioners Regular Meeting.

Jefferson County Drainage District No. 3 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 Drainage District No. 3 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 Drainage District No. 3 and will be a matter of public record available for review.

All protests should be coordinated through the District's Office prior to award recommendation to The Board of Commissioners.

DISTRICT HOLIDAYS (2023):

January 16	(Monday)	Martin Luther King, Jr. Day
February 20	(Monday)	President's Day
April 7	(Friday)	Good Friday
May 29	(Monday)	Memorial Day
July 4	(Tuesday)	Independence Day
September 4	(Monday)	Labor Day
November 10	(Friday)	Veteran's Day
November 23 & 24	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Monday & Tuesday)	Christmas
January 1, 2024	(Monday)	New Year's

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

In case of inclement weather or any other unforeseen event causing the District 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 District offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the District 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 District 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 District reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal District processes, and bid/proposal/statement of qualifications submissions cannot be received by the District's office by the exact time specified in the IFB and urgent District 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 District 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 **Shanna Verret, Administrative Assistant** at sverret@jcdd3.org. If no response in 72 hours, contact **Ruffus Lavergne, General Manager** at: rlavergne@jcdd3.org

The Deadline for asking questions or requesting additional information (in writing) is 4:00 pm, CT, July 11, 2023.

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County Drainage District No. 3 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 District's Representative may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

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

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

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

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

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

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the District's Office 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 30**.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County Drainage District No. 3 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		Must file online at www.ethics.state.tx.us/File	
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 <input type="checkbox"/>	
6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.			
My name is _____, and my date of birth is _____.			
My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in _____ County, State of _____, on the _____ day of _____, 20_____. (month) (year)			
_____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017
NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

6. MULTIPLE VENDOR AWARD.

Jefferson County Drainage District No. 3 reserves the right to award this contract to more than one vendor at the District'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 Drainage District No. 3.

8. PAYMENT.

Jefferson County Drainage District No. 3 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 Drainage District No. 3 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:

Drainage District No. 3
Jefferson County, Texas
PO Box 388
Hamshire, TX 77622

9. USAGE REPORTS.

Jefferson County Drainage District No. 3 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 Drainage District No. 3 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 District, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County Drainage District No. 3 with Certificate of Insurance naming Jefferson County Drainage District No. 3 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 Drainage District No. 3 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 23-2806/SV) 100HP 4WD Tractor w/Hydraulic Shuttle Transmission & ROPS

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Shanna Verret, Administrative Assistant, 409-243-3495 or via email at: sverret@jcdd3.org. If no response in 72 hours, contact Ruffus Lavergne, General Manager, 409-243-3495 or via email at: rlavergne@jcdd3.org. Please reference Bid Number: IFB 23-2806/SV.

SCOPE OF PROJECT:

Jefferson County Drainage District No. 3 is soliciting bids for a 100HP 4WD Tractor w/Hydraulic Shuttle Transmission & ROPS. The tractor furnished under this Specification shall be the latest production model or newer and shall be of good quality workmanship and material. All units offered under this Specification shall meet or exceed the Required Features specified below.

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 and 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 Drainage District No. 3 prior to, and/or during bid evaluation. Demonstrations must be available at a location in the Jefferson County Drainage District No. 3 area without cost to the District.

Minimum Requirements: A copy of the manufacturer specifications, including full warranty terms, must be included with the bid submission.

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 unit shall be completely assembled, adjusted and all equipment, including standard and supplemental equipment, installed and the unit 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 unit shall meet or exceed all Federal and State of Texas regulations.

Required Specifications/Features

The tractor furnished under this Invitation for Bid must meet or exceed the following specifications.

Item	Description
ENGINE	100 HP, Minimum
	PTO – 89 HP, Minimum
	4 Cylinder, Minimum
TRANSMISSION	12F/12R 6- Speed
	Auto 4WD
	Electro-Hydraulic Shuttle Shift
PTO / HITCH & DRAWBAR	540 RPM, Minimum
	3 Point Hitch Telescoping Lower Links
	2 External Lift Cylinders
	Lift Capacity at 24 inches, 7000 Pounds
HYDRAULIC SYSTEM	Remove Valves – 3
	Flow Control Valve and Plumbing for Grapple Capabilities
	Max. Flow @ Rated Engine Speed: ROPS: 2400 RPM
ATTACHMENT OPTION	Quick Connect for Front Loader
	Loader 84” Bucket w/ Lifting Capacity of 2900 Lbs at 10’6” Height
INSTRUMENTS	LCD Readout for MPH and PTO rpm
	RPM Memory
	Tachometer/Hour Meter
OPTIONAL EQUIPMENT	Air-Conditioned Cab
	Air Ride Seat
	Radio
	Grill Guard Kit

Item	Description
WARRANTY	MANUFACTURE'S WARRANTY TO INCLUDE:
	Two (2) Years – Unlimited Coverage, including mileage and driving time
	Three (3) Years – Drive Train Coverage

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County Drainage District No. 3:

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 Drainage District No. 3.

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

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

For clarification of this offer, contact:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Name & Title

Phone Fax

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: 100HP 4WD Tractor w/Hydraulic Shuttle Transmission & ROPS
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 Drainage District No. 3.

This contract shall henceforth be referred to as Contract No. (IFB 23-2806/SV), 100HP 4WD Tractor w/Hydraulic Shuttle Transmission & ROPS for Jefferson County Drainage District No. 3. 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 District's Representative.

COUNTERSIGNED:

Frank R. Rose, Chairman
DRAINAGE DISTRICT NO. 3
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Reginald C. Boykin, Secretary
DRAINAGE DISTRICT NO. 3
JEFFERSON COUNTY, TEXAS

Date

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

BID FORM

Item No.	Item Description	Bid Price	Projected Delivery Time from Date of Purchase
1	100 HP 4WD TRACTOR W/ HYDRAULIC SHUTTLE TRANSMISSION & ROPS		

BRAND: _____
 SERVICE TERMINAL: _____

MODEL: _____

CASH PRICE

100HP 4WD TRACTOR W/Hydraulic Shuttle Transmission & ROPS \$ _____

OPTIONAL EQUIPMENT \$ _____

NECESSARY PLUMBING, CIRCUITS, CONTROLS, PINS, ETC \$ _____

INSTALLATION FOR ABOVE \$ _____

EXTENDED FULL COVERAGE WARRANTY \$ _____

TOTAL CASH PRICE \$ _____

FINANCING PURCHASE OF NET PROPOSAL PRICE

\$ _____ Month "Full Pay Out" Municipal Lease Agreement(Non-Appropriation)

@ \$ _____ Per Month

_____ % Interest Rate

_____ Payout at the end of 5 year Term

_____ Days after receipt of order

DELIVERY TIME

DOES YOUR BID MEET SPECIFICATIONS? YES NO

If NO, Please Explain _____

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

VENDOR REFERENCES FORM

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

REQUIRED FORM

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County Drainage District No. 3 shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

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

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

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

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

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

<hr/> <p>Signature of Contractor's Authorized Official</p> <hr/> <p>Name and Title of Contractor's Authorized Official <i>(Please Print)</i></p> <hr/> <p>Date</p>

<p>REQUIRED FORM Bidder: Please complete this form and include with bid submission.</p>
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CONFLICT OF INTEREST QUESTIONNAIRE

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

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

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 . . . ?

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

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

Printed Name of Authorized Representative

Signature

Title

Date

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

**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 District's '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)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

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.**

**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.**

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County Drainage District No. 3 requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

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

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

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

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

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

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

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

SENATE BILL 252 CERTIFICATION

On this day, I, Shanna Verret, Administrative Assistant, for Jefferson County Drainage District No. 3, 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:

District Representative

Date

BID AFFIDAVIT

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

"I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said _____.
(name of firm)

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

Name and address of Bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 20____.

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

Notary Public in and for
the State of _____