

RESOLUTION NO. 23-116

**A RESOLUTION AUTHORIZING THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION TO ACCEPT CLOSE OUT DOCUMENTS SUBMITTED BY SETEX FACILITIES AND MAINTENANCE, LLC AND APPROVE THE RELEASE OF RETAINAGE FOR THE 549 4<sup>TH</sup> ST. PHASE I AND PHASE II ADDITIONS AND RENOVATIONS IN THE AMOUNTS OF \$362,499.99 AND \$102,992.82, RESPECTIVELY. FUNDING IS AVAILABLE IN THE EDC ACCOUNT NO. 307-00-000-2050-00-00-000, PROJECT NO. EDO549**

**WHEREAS**, it is deemed in the best interest of the citizens of Port Arthur to create an environment that promotes business, entrepreneurial and community development; and

**WHEREAS**, the City of Port Arthur is in need of dedicated space for the development of an emergency operations center; and

**WHEREAS**, the City of Port Arthur Section 4A Economic Development Corporation (“PAEDC”) applied for and was awarded Economic Development Administration (EDA) funding under the 2018 Disaster Assistance Grant Funds to renovate the former Port Arthur News Building located at 549 4<sup>th</sup> Street in Port Arthur, Texas to serve as a center for community and business development to be known as “The Press Building”; and

**WHEREAS**, on July 16, 2019 per Resolution No. 19-296, the City Council of the City of Port Arthur authorized the PAEDC to enter into a Pre-Development Construction Services Agreement with SETEX Facilities & Maintenance, LLC (“SETEX”) for the addition and renovation of the former Port Arthur News Building; and

**WHEREAS**, on February 18, 2020 per Resolution No. 20-053, the City Council of the City of Port Arthur authorized the PAEDC to enter into a Construction Manager Guaranteed

Maximum Price Agreement with SETEX for the addition and renovation of the former Port Arthur News Building at a cost not to exceed \$7,249,999.83 (Phase I); and

**WHEREAS**, on November 10, 2020, per Resolution No. 20-398, the City Council of the City of Port Arthur authorized the PAEDC to enter into a Master Job Order Contract with SETEX for the completion of the addition and renovations of 549 4<sup>th</sup> Street for a Guaranteed Maximum Price not to exceed \$1,600,000.00 (Phase II); and

**WHEREAS**, SETEX has completed Phase I and II of the project and has submitted their request for release of retainage for both Phase I and Phase II of the contract; and

**WHEREAS**, the PAEDC Board of Directors at their February 6, 2023 Regular Board meeting approved the close out and release of retainage for Phase I and Phase II to SETEX in the amounts of \$362,499.99 and \$102,992.82 respectively, and

**WHEREAS**, approval of the acceptance of the Close Out Documents and Release of Retainage is herein deemed an appropriate action.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR:**

**Section 1.** That the facts and opinions in the preamble are true and correct.

**Section 2.** That the City Council authorizes PAEDC to accept close out documents submitted by SETEX Facilities and Maintenance, LLC and approve the release of retainage for the 549 4<sup>th</sup> St. Phase I and phase II additions and renovations.

**Section 3.** That a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 14th day of March, 2023,

at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor

*Barbie*

Councilmembers

*Jones, Kinlaw, Marks and Frank*

NOES:

*None*

*Barbie*  
Thurman Barbie, Mayor

ATTEST:

Sherrri Bellard, City Secretary

*Kolby Moore*  
*Sherrri Bellard*

APPROVED:

Terry Stokes, PAEDC CEO

*Terry Stokes*

APPROVED AS TO FORM:

Charles E. Zech, PAEDC Attorney


*Charles E. Zech*

APPROVED AS TO FORM:

Val Tizen, City Attorney

*Val Tizen*

APPROVED AS TO AVAILABILITY OF FUNDS:

  
**Kandy Daniel, Interim Finance Director**

P.R. 22999

# **EXHIBIT "A"**

**CERTIFICATE OF  
SUBSTANTIAL COMPLETION**

OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

**PROJECT:**

The Press Building – Phase I  
549 4<sup>th</sup> Street  
Port Arthur, Texas 77640

**PROJECT NO.:** AS18001

**CONTRACT FOR:** Additions & Renovations to  
The Press Building  
549 4<sup>th</sup> Street  
Port Arthur, Texas 77640

**TO OWNER:**

City of Port Arthur 4A Economic  
Development Corporation  
501 Procter Street, Suite 100  
Port Arthur, Texas 77640

**CONTRACT DATE:** February 4<sup>th</sup>, 2019

**DATE OF ISSUANCE:**

August 10, 2022

**TO CONTRACTOR:** SETEX Facilities &  
Maintenance, LLC  
1660 South 23<sup>rd</sup> Street  
Beaumont, Texas 77707

**PROJECT OR DESIGNATED PORTION SHALL INCLUDE:**

The entire two-story building of approximately forty-  
three thousand (43,000) square feet.

The Work performed under this Contract has been reviewed and found to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or the designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as July 28, 2022 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.  
Lamar State College Port Arthur occupied spaces warranties began on October 15, 2021

A list of items to be completed or corrected within thirty (30) days from the above date of Substantial Completion, prepared by the Contractor and verified and amended by the Architect is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

Architect's Studio PLLC  
ARCHITECT

BY 

DATE 8/10/2022

The Contractor will complete or correct the Work on the list attached hereto within 30 days from the above Date of Substantial Completion.

SETEX Facilities & Maintenance, LLC  
CONTRACTOR

BY 

DATE 8/24/2022

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 03:00 pm on July 28, 2022.

City of Port Arthur 4A Economic  
Development Corporation  
OWNER

BY 

DATE 8/11/2022

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: The Owner shall be responsible for security, maintenance, heat, utilities, damage to the work and insurance unless it is a punch list or warranty item or repair.

# AIA Document G704 - 2017

## Certificate of Substantial Completion

**PROJECT:** *(name and address)*  
The Press Building - Phase II  
549 4<sup>th</sup> Street  
Port Arthur, Texas 77640

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: 10/09/2020

**CERTIFICATE INFORMATION:**  
Certificate Number: 001  
Date: 08/10/2022

**OWNER:** *(name and address)*  
City of Port Arthur 4A Economic  
Development Corporation  
501 Procter Street, Suite 100  
Port Arthur, Texas 77640

**ARCHITECT:** *(name and address)*  
Powers Brown Architecture of Texas,  
LLC  
2100 Travis Street, Suite 501  
Houston, Texas 77002

**CONTRACTOR:** *(name and address)*  
SBTEX Facilities & Maintenance, LLC  
1660 South 23<sup>rd</sup> Street  
Beaumont, Texas 77707

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.  
*(Identify the Work, or portion thereof, that is substantially complete.)*

The entire two-story building of approximately forty-three thousand (43,000) square feet.

Powers Brown  
Architecture of Texas,  
LLC  
ARCHITECT *(Firm Name)*

  
SIGNATURE

  
PRINTED NAME AND TITLE

7/29/2022  
DATE OF SUBSTANTIAL COMPLETION

### WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.  
*(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)*  
No exceptions.

### WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:  
*(Identify the list of Work to be completed or corrected.)*  
Reference attached list of items.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$TBD

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

*(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)*

The Owner shall be responsible for security, maintenance, heat, utilities, damage to the work and insurance unless it is a punch list or warranty item or repair.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

SSTEX Facilities &  
Maintenance, LLC  
CONTRACTOR (Firm  
Name)  
City of Port Arthur 4A  
Economic Development  
Corporation  
OWNER (Firm Name)

  
SIGNATURE

Nathan Rivers, President 8/24/2022  
PRINTED NAME AND TITLE DATE

  
SIGNATURE

Kristle Muller, Interim CEO 8/11/2022  
PRINTED NAME AND TITLE DATE





Mailing Address:  
P.O. Box 20658  
Beaumont, Texas 77720-0658

Physical Address:  
1660 S. 23<sup>rd</sup> Street  
Beaumont, Texas 77707

(409) 842-8181  
(409) 842-2274  
setex@setexconstruction.com  
setexconstruction.com

### PROJECT WARRANTY FOR GENERAL CONSTRUCTION

Whereas, SETEX Facilities and Maintenance, LLC., P.O. Box 20658, Beaumont, Texas 77720-0658, 409-842-8181, has performed general construction work on the following project:

#### *The Press Building – Phase II Port Arthur Economic Development Corporation*

Whereas, Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Contract Documents. No Asbestos Containing Building Materials or work was provided, installed, furnished or added to the project.

Now therefore, Contractor hereby warrants said work in accordance with the terms hereof, complying with terms of Contract with Owner dated OCTOBER 9, 2020 that:

Contractor agrees to repair or replace to the satisfaction of the Architect all work that may prove defective in workmanship or materials together with all other work which may be damaged or displaced in so doing: abuse, modifications not executed by Contractor, insufficient maintenance, improper operation, or normal wear and tear under normal usage excepted.

All repairs or replacements shall have a correction period for nonconforming work equal to the original correction period for nonconforming work as herein stated, dated from the final acceptance of repairs or replacement. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to other obligations, which the Contractor might have under the Contract Documents.

#### THE NONCONFORMING WORK CORRECTION PERIOD IS ONE (1) YEAR, STARTING JULY 29, 2022 TO JULY 29, 2023

In the event of our failure to comply with the above mentioned conditions within a reasonable time after being notified by writing, we hereby authorize the Owner to proceed with having defects repaired and made good at our expense, and will pay the costs and charges promptly upon demand.

In witness thereof, this instrument has been duly executed this 14<sup>th</sup> day of December, 2022 for Contractor by:

Nathan Rivers

President

Notary Public  
My Commission Expires: 11-17-2023



LYNIDA CLIFTON  
Notary Public, State of Texas  
Comm. Expires 11-17-2023  
Notary ID 11799700

# CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA Document G706A  
(Instructions on reverse side)

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

TO OWNER:  
(Name and Address)

Port Arthur Economic Development Corporation  
501 Procter Street, Suite 100  
Port Arthur, TX 77640

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:  
Construction

PROJECT:  
(Name and address)

The Press Building – Phase II  
549 4<sup>th</sup> Street  
Port Arthur, TX 77640

CONTRACT DATED:

October 9, 2020

STATE OF: Texas  
COUNTY OF: Jefferson

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

Subcontractor Retainage


SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:  
(Name and address)

SETEX Facilities & Maintenance, LLC  
PO Box 20658  
Beaumont, TX 77720

BY:



(Signature of authorized representative)

Nathan Rivers – President

(Printed name and title)

Subscribed and sworn to before me on this date: 10-14-22

Notary Public: 

My Commission Expires: 11-17-23



**CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.**



AIA DOCUMENT G706A • CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS • 1994 EDITION • AIA • ©1994 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, NW., WASHINGTON, D.C. 20006-5292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject the violator to legal prosecution.

G706A 1994

# CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

(Instructions on reverse side)

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

TO OWNER:  
(Name and Address)

Port Arthur Economic Development Corporation  
501 Procter Street, Suite 100  
Port Arthur, TX 77640

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:  
Construction

PROJECT:  
(Name and address)

The Press Building – Phase II  
549 4<sup>th</sup> Street  
Port Arthur, TX 77640

CONTRACT DATED:

October 9, 2020

STATE OF: Texas  
COUNTY OF: Jefferson

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract reference above for which the Owner's property might in any way be held responsible or encumbered.

### EXCEPTIONS:

Subcontractor Retainage

### SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and materials and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR:  
(Name and address)

SETEX Facilities & Maintenance, LLC  
PO Box 20658  
Beaumont, TX 77720

BY:   
(Signature of authorized representative)

Nathan Rivers – President  
(Printed name and title)

Subscribed and sworn to before me on this date: 12-14-22

Notary Public: 

My Commission Expires: 11-17-23



LYNIDA CLIFTON  
Notary Public, State of Texas  
Comm. Expires 11-17-2023  
Notary ID 11799700



**CAUTION:** You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.



AIA DOCUMENT G706 • CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS  
1994 EDITION • AIA • ©1994 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK  
AVENUE, NW., WASHINGTON, D.C. 20006-5292 • WARNING: Unlicensed photocopying  
violates U.S. copyright laws and is subject the violator to legal prosecution.

G706-1994



Mailing Address:  
P.O. Box 20678  
Beaumont, Texas 77720-0678

Physical Address:  
1660 S. 23rd Street  
Beaumont, Texas 77707

(409) 842-8181  
(409) 842-2274  
setex@setexconstruction.com  
setexconstruction.com

### PROJECT WARRANTY FOR GENERAL CONSTRUCTION

Whereas, SETEX Construction Corp., P.O. Box 20678, Beaumont, Texas 77720-0678, 409-842-8181, has performed general construction work on the following project:

#### *The Press Building – Phase I Port Arthur Economic Development Corporation*

Whereas, Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Contract Documents. No Asbestos Containing Building Materials or work was provided, installed, furnished or added to the project.

Now therefore, Contractor hereby warrants said work in accordance with the terms hereof, complying with terms of Contract with Owner dated FEBRUARY 4, 2019 that:

Contractor agrees to repair or replace to the satisfaction of the Architect all work that may prove defective in workmanship or materials together with all other work which may be damaged or displaced in so doing: abuse, modifications not executed by Contractor, insufficient maintenance, improper +

**THE NONCONFORMING WORK CORRECTION PERIOD IS ONE (1) YEAR,  
STARTING JULY 29, 2022 TO JULY 29, 2023**

In the event of our failure to comply with the above mentioned conditions within a reasonable time after being notified by writing, we hereby authorize the Owner to proceed with having defects repaired and made good at our expense, and will pay the costs and charges promptly upon demand.

In witness thereof, this instrument has been duly executed this 14th day of December, 2022 for Contractor by:

Nathan Rivers President

Lynida Clifton  
Notary Public  
My Commission Expires: 11-17-2023



LYNIDA CLIFTON  
Notary Public, State of Texas  
Comm. Expires 11-17-2023  
Notary ID 11799700

General Contracting

Construction Management

Design-Build

Job Order Contracting

Facilities Maintenance

Commercial

Industrial

Government

Healthcare

Infrastructure

Corporate

Education

Performing Arts

Historical



# CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

*AIA Document G706A*  
(Instructions on reverse side)

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

TO OWNER:  
(Name and Address)

Port Arthur Economic Development Corporation  
501 Proctor Street, Suite 100  
Port Arthur, TX 77640

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:  
Construction

PROJECT:  
(Name and address)

The Press Building – Phase I  
549 4<sup>th</sup> Street  
Port Arthur, TX 77640

CONTRACT DATED:

February 4, 2019

STATE OF: Texas  
COUNTY OF: Jefferson

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

Subcontractor Retainage

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:  
(Name and address)

SETEX Construction Corp.  
PO Box 20678  
Beaumont, TX 77720

BY:

  
(Signature of authorized representative)

Nathan Rivers – President  
(Printed name and title)

Subscribed and sworn to before me on this date: 12-14-22

Notary Public: 

My Commission Expires: 11-17-2023



**CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.**



AIA DOCUMENT G706A • CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS • 1994 EDITION • AIA • ©1994 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, NW., WASHINGTON, D.C. 20006-5292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject the violator to legal prosecution.

G706A 1994

# CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

(Instructions on reverse side)

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

TO OWNER:

(Name and Address)

Port Arthur Economic Development Corporation  
501 Proctor Street, Suite 100  
Port Arthur, Texas 77640

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:  
Construction

PROJECT:

(Name and address)

The Press Building – Phase I  
549 4<sup>th</sup> Street  
Port Arthur, TX 77640

CONTRACT DATED:

February 4, 2019

STATE OF: Texas

COUNTY OF: Jefferson

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract reference above for which the Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

Subcontractor Retainage

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and materials and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release or Liens (AIA Document G706A).

CONTRACTOR:

(Name and address)

SETEX Construction Corp.  
PO Box 20678  
Beaumont, TX 77720

BY:

(Signature of authorized representative)

Nathan Rivers – President

(Printed name and title)

Subscribed and sworn to before me on this date: 12-11-22

Notary Public: Lynida Clifton

My Commission Expires: 11-17-2023



LYNIDA CLIFTON  
Notary Public, State of Texas  
Comm. Expires 11-17-2023  
Notary ID 11799700



**CAUTION:** You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.



AIA DOCUMENT G706 • CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS  
1994 EDITION • AIA • ©1994 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK  
AVENUE, NW., WASHINGTON, D.C. 20006-5292 • WARNING: Unlicensed photocopying  
violates U.S. copyright laws and is subject the violator to legal prosecution.

G706-1994



Mailing Address:  
P.O. Box 20678  
Beaumont, Texas 77720-0678

December 16, 2022

(409) 842-8181  
(409) 842-2274  
setex@setexconstruction.com  
setexconstruction.com

Mr. Alan Farias  
Architect's Studio  
P.O. Box 1854  
Nederland, Texas 77627

**Project:** Center for Community and Business Development  
549 4th Street - Port Arthur, Texas 77640

General Contracting

**Subject:** "Application for Payment No. 32 RET"

Construction Management

Alan:

Design-Build

We are submitting one (1) electronic "Original" copy of "Application for Payment No. 32 RET" dated thru December 30, 2022, for the above referenced project.

Job Order Contracting

For clarity purposes the following line-item explanations will apply:

Facilities Maintenance

This is the RETAINAGE invoice

Commercial

Please review attached and process promptly.

Industrial

Yours very truly  
SETEX Construction Corp.

Government

Healthcare

Nathan Rivers  
President

Infrastructure

cc: Rachel Jacquet, Jane Barnes / PMEDC  
Jim Shell / SETEX  
AJ Grossman / Powers Brown

Corporate

Education

Performing Arts

Historical

**APPLICATION AND CERTIFICATE FOR PAYMENT**

To (Owner): Port Arthur Economic Development Corp.  
501 Procter Street, Suite 100  
Port Arthur, TX 77640

Project:

C CBD Additions and Renovations  
549 4th Street  
Port Arthur, TX 77640

INVOICE PAGE 1

Application No: 32  
Invoice No: 32  
Period To: 12/30/2022

From: SETEX Construction Corp.  
P.O. Box 20678  
Beaumont, TX 77720-0678

Via (Architect): Architect's Studio  
P.O. Box 1854  
Nederland, TX 77627

Architect's  
Project No: AS 19001  
Invoice Date: 12/16/2022  
Contract Date: 6/10/2019

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	119,003.50	119,003.50
Approved this month	0.00	-
<b>TOTALS</b>	<b>119,003.50</b>	<b>119,003.50</b>
Net change by change orders	0.00	0.00

1. ORIGINAL CONTRACT SUM \$ 7,249,999.83
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 7,249,999.83
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 7,249,999.83
5. RETAINAGE \$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5) \$ 7,249,999.83
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 6,887,499.84
8. SALES TAX \$ 0.00
9. CURRENT PAYMENT DUE \$ 362,499.99
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$ 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amount have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and the current Payment shown herein is now due.

CONTRACTOR: SETEX Construction Corp.

By: 

Date: 12/16/22

State of: Texas County: Jefferson  
Subscribed and sworn to before me this 16th day of December, 2022

Notary Public: Shannan Michelle Estes  
My Commission expires: 2/4/23  
SHANNAN MICHELLE ESTES  
Notary Public, State of Texas  
Comm. Expires 02-04-2024  
Notary ID 132342985

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 362,499.99  
(Attached explanation if amount certified differs from the amount applied for.)

By: Architect's Studio

Date

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable to the Contractor named herein. Insurance, payment and acceptance of payment are without prejudice to any right of the Owner or Contractor under this Contract.





Mailing Address:  
P.O. Box 20658  
Beaumont, Texas 77720-0658

December 19, 2022

(409) 842-8181  
(409) 842-2274  
setex@setexconstruction.com  
setexconstruction.com

Ms. AJ Breneman  
Powers Brown Architecture  
2100 Travis Street #501  
Houston, Texas 77002

General Contracting

**Project: COPA The Press Building  
Community Center for the Business Development**

Job Order Contracting

**Subject: "Revised Application for Payment No. 20 RET"  
Job Order Contract**

Facilities Maintenance

Dear Ms. Breneman,

Commercial

We are submitting one (1) electronic original copy of "Application for Payment No. 20 RET" for the month of December 2022 for the above referenced project.

After your review, process payment accordingly.

Industrial

Respectfully Submitted,  
SETEX Facilities & Maintenance, LLC

Government

Healthcare

Nathan Rivers  
President

Infrastructure

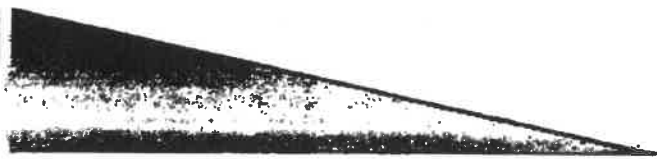
cc: file  
Rachel Jacquet, Jane Barnes / PAEDC  
Jim Shell, Brian Shipp / SETEX  
Alem Farias / Powers Brown

Corporate

Education

Performing Arts

Historical



**APPLICATION AND CERTIFICATE FOR PAYMENT**

To (Owner): Port Arthur Economic Development Corp.  
 501 Procter Street, Suite 100  
 Port Arthur, TX 77640

Project:

COPA The Press Building TI  
 CCBD Additions and Renovations  
 549 4th Street  
 Port Arthur, TX 77640

**INVOICE PAGE 1**

Application No: 20  
 Invoice No: 20  
 Period To: 12/30/2022

From: SETEX Facilities & Maintenance  
 P.O. Box 20658  
 Beaumont, TX 77720-0658

Via (Architect): Powers Brown Architecture  
 2100 Travis Street, #501  
 Houston, TX 77002

Architect's  
 Project No: 201288  
 Invoice Date: 12/19/2022  
 Contract Date: 11/10/2020

**"JOB ORDER CONTRACT"**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	524,860.00	0.00
Approved this month	0.00	0.00
<b>TOTALS</b>	<b>524,860.00</b>	<b>0.00</b>
Net change by change orders	524,860.00	

1. ORIGINAL CONTRACT SUM \$ 1,600,000.00
2. Net change by Change Orders \$ 524,860.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 2,124,860.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 2,124,860.00
5. RETAINAGE \$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5) \$ 2,124,860.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 2,021,867.18
8. SALES TAX \$ 0.00
9. CURRENT PAYMENT DUE \$ 102,992.82
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$ 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amount have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and the current Payment show herein is now due.

CONTRACTOR: SETEX Construction Corp.

By: *[Signature]* Date: 12-19-22

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the date comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

State of: Texas County: Jefferson  
 Subscribed and sworn to before me this 19th day of December, 2022

Notary Public: Shannon Estes  
 My Commission expires: 2/28/24  


AMOUNT CERTIFIED.....\$ 102,992.82  
 (Attached explanation if amount certified differs from the amount applied for.)

ARCHITECT: Powers Brown Architecture

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any right of the Owner or Contractor under this Contract.