

**SPECIAL, 3/23/2015 1:30:00 PM**

BE IT REMEMBERED that on March 23, 2015, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

*Notice of Meeting and Agenda and Minutes*  
*March 23, 2015*

Jeff R. Branick, County Judge  
Eddie Arnold, Commissioner, Precinct One  
Brent A. Weaver, Commissioner, Precinct Two  
Michael S. Sinegal, Commissioner, Precinct Three  
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS  
March 23, 2015**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **23rd** day of **March 2015** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

**INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three**

**PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four**

## **PURCHASING:**

1. Consider and approve specifications for (IFB 15-008/JW), Road Improvements for Jefferson County (County Transportation Infrastructure Fund). This is funded by County Energy Transportation Reinvestment Zone (CERTZ).

**SEE ATTACHMENTS ON PAGES 13 - 77**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

2. Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for (RFQ 14-054/DLC), Energy Performance Contracting Services for Ford Park with either Siemens Industry, Inc. or Schneider Electric Buildings America, Inc.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

3. Receive and file a contract amendment for (IFB 10-39/KJS), Term Contract for Trash Container Service for Jefferson County. This amendment will assign biomedical waste container service to Excel Medical Waste Management, the vendor that has purchased the biomedical waste division of Waste Management. This amendment was approved by Commissioners' Court on 03/09/2015.

**SEE ATTACHMENTS ON PAGES 78 - 82**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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4. Receive and file Second Amendment to Tower Lease agreement with Crown Communication LLC, for the Texas Pine Island Tower Site which modifies expiration date to 06/30/2024. This amendment was approved by Commissioners' Court on 03/09/2015.

**SEE ATTACHMENTS ON PAGES 83 - 85**

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Weaver**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

5. Consider and approve, execute, receive and file a renewal for (IFB 12-011/JW), Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District with ADAPCO, Inc., Alligare, LLC., Crop Production Service, Inc., and Target Specialty Products for a third additional (1) one year renewal from April 20, 2015 to April 19, 2016.

**SEE ATTACHMENTS ON PAGES 86 - 89**

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Weaver**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

6. Consider and approve, execute, receive and file Change Order No. 1 for (IFB 14-048/KJS), US 90 Crossover at Green Pond Gully with APAC-Texas, Inc. for an increase in the amount of \$2,000.00 for an additional month of traffic handling and usage of barricades and signs, bringing the contract total from \$196,485.50 up to \$198,485.50. This change order will not change the number of contract working days for this project. This project is funded 100 % by Jefferson County Drainage District No. 6.

**SEE ATTACHMENTS ON PAGES 90 - 90**

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Weaver**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

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7. Consider and approve, execute, receive and file Change Order No. 3 for (IFB 14-046/KJS), Cheek Community Sewer Improvements – Community Block Grant Program Cheek Phase IV with T. Johnson Industries, Inc. for an increase of three (3) working days, bringing the total of contract working days up from 130 days to 133 working days. The total contract price remains unchanged. The additional working days are due to inclement weather conditions.

**SEE ATTACHMENTS ON PAGES 91 - 93**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

8. Consider and approve, execute, receive and file Change Order No. 4 for (IFB 14-046/KJS), Cheek Community Sewer Improvements – Community Block Grant Program Cheek Phase IV with T. Johnson Industries, Inc. for a decrease in the amount of \$10,270.00 for a decrease in man hours, truck hours, backhoe/loader hours, cement stabilized sand backfill, Class-A concrete (bulk and formed), ductile iron fittings, 15” RCP C-76 culvert, and 18” RCP C-76 culvert; bringing the contract total from \$139,314.00 down to \$129,044.00. This change order will not change the number of contract working days for this project.

**SEE ATTACHMENTS ON PAGES 94 - 96**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

9. Consider and approve disposition of salvage property as authorized by Local Government Code §263.152 (a) (4), by donating it to a charitable organization, Goodwill Industries.

**SEE ATTACHMENTS ON PAGES 97 - 100**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY AIRPORT:**

10. Consider, possibly approve and authorize the County Judge to execute a Professional Service Agreement between Jefferson County and Cook & Associates, Inc for a Market Appraisal of the “shell” portion of the Commercial Terminal.

**SEE ATTACHMENTS ON PAGES 101 - 104**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

11. Consider, possibly approve, and authorize the County Judge to execute a Hangar Lease between Jefferson County and Huslin One Aviation, LLC for hangar space at Jack Brooks Regional Airport.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

12. Consider, possibly approve, and authorize the County Judge to execute a Hangar Lease between Jefferson County and KUSA Aviation, LLC for hangar space at Jack Brooks Regional Airport.

**SEE ATTACHMENTS ON PAGES 105 - 111**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY AUDITOR:**

13. Consider and approve budget transfer – Road & Bridge Pct. 4 – additional cost.

114-0405-431-4009	BUILDINGS AND GROUNDS	\$1,000.00	
114-0405-431-5099	MISCELLANEOUS		\$1,000.00

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**SEE ATTACHMENTS ON PAGES 112 - 112**

**Motion by: Commissioner Sinegal**  
**Second by: Commissioner Arnold**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

14. Consider and approve budget transfer – District Clerk – additional cost for travel.

120-2031-414-5062	TRAVEL EXPENSE	\$4,500.00	
120-2031-414-1002	ASSISTANTS & CLERKS		\$4,500.00

**SEE ATTACHMENTS ON PAGES 113 - 113**

**Motion by: Commissioner Sinegal**  
**Second by: Commissioner Arnold**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

15. Consider and approve budget transfer – 279th District Court – replacement of two computers.

120-2038-412-6002	COMPUTER EQUIPMENT	\$3,000.00	
120-2038-412-5079	JUVENILE ATTORNEY FEES		\$3,000.00

**SEE ATTACHMENTS ON PAGES 114 - 114**

**Motion by: Commissioner Sinegal**  
**Second by: Commissioner Arnold**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

16. Consider and approve budget transfer – Constable Pct. 4 – replacement of computer.

120-3068-425-6002	COMPUTER EQUIPMENT	\$1,500.00	
120-3068-425-1005	EXTRA HELP		\$1,500.00

**SEE ATTACHMENTS ON PAGES 115 - 115**

**Motion by: Commissioner Sinegal**  
**Second by: Commissioner Arnold**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

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17. Regular County Bills – check #404701 through check #404973 (3/16/15) and check #404974 – 405232 (3/23/15).

**SEE ATTACHMENTS ON PAGES 116 - 135**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**COUNTY COMMISSIONERS:**

18. Consider and possibly approve a Proclamation for Soil & Water Stewardship Week.

**SEE ATTACHMENTS ON PAGES 136 - 136**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

19. Receive and file executed Agreement for Temporary Private Crossing between Jefferson County, Texas and BNSF Railway Company for the Brakes Bayou Bridge Project.

**SEE ATTACHMENTS ON PAGES 137 - 154**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

20. Consider, possibly approve a Proclamation for YMBL South Texas State Fair Days in Jefferson County.

**SEE ATTACHMENTS ON PAGES 155 - 155**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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21. Consider and possibly approve a Proclamation for National Service Recognition Day.

**SEE ATTACHMENTS ON PAGES 156 - 157**

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Weaver**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

22. Conduct a public hearing, consider and possibly approve an Order to establish the TPRI/TPAR-BTP Reinvestment Zone pursuant to Sections 312.401 and 312.201, Texas Tax Code.

**OPEN**  
**SPEAKERS IN NFAVOR**  
**CLOSED**

**SEE ATTACHMENTS ON PAGES 158 - 166**

**Motion by: Commissioner Weaver**  
**Second by: Commissioner Arnold**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

23. Conduct a public hearing, consider, possibly approve and receive and file an Order creating the Emerald Biofuels Reinvestment Zone.

**OPEN**  
**SPEAKER HOWARD JENSEN**  
**CLOSED**

**SEE ATTACHMENTS ON PAGES 167 - 205**

**Motion by: Commissioner Arnold**  
**Second by: Commissioner Sinegal**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

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24. Consider and possibly approve a Resolution authorizing the County Judge to execute a Contract Amendment Request for the Community Development Fund Contract between Jefferson County and the Texas Department of Agriculture-CDBG Program, Contract Number 713250 for the Cheek Community Sewer System.

**SEE ATTACHMENTS ON PAGES 206 - 209**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

25. Consider and possibly approve out of state travel for Terrie Looney, Coastal and Marine Resources Agent, to attend the National Ocean Sciences Bowl Finals in Ocean Springs, MS April 22 through April 26, 2015. (All expenses are paid by the National Ocean Sciences Bowl Consortium).

**SEE ATTACHMENTS ON PAGES 210 - 212**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

26. Consider and possibly approve out of state travel for Emilee Bean, Agriculture and Natural Resources Agent, to attend Garden Expo hosted by the Calcasieu Parish Master Gardeners in Lake Charles, LA, on March 27, 2015. (Expenses are paid by funds already budgeted.)

**SEE ATTACHMENTS ON PAGES 213 - 215**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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27. Consider, possibly approve, authorize the County to Judge to execute and receive and file an Affiliation Agreement between Lamar Institute of Technology and the Jefferson County Public Health Department for training of Pharmacy Technicians.

**SEE ATTACHMENTS ON PAGES 216 - 222**

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Arnold**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

**HUMAN RESOURCES:**

28. Presentation of the 2014 Employee Excellence Award.

**2nd PL - Rod Carroll**  
**1st PL - Pat Kanauth**  
**Winner - Stanley Shipper**

**Motion by: Commissioner Weaver**  
**Second by: Commissioner Arnold**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

29. Consider and possibly approve Resolution for the 2014 Employee Excellence Award winner.

**Motion by: Commissioner Weaver**  
**Second by: Commissioner Arnold**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

**RISK MANAGEMENT:**

30. Consider and possibly approve Mosquito Control Liability Insurance renewal with Old Republic Insurance Company, effective April 24, 2015, at a flat annual renewal premium of \$15, 750.00.

**SEE ATTACHMENTS ON PAGES 223 - 224**

**Motion by: Commissioner Sinegal**  
**Second by: Commissioner Weaver**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

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**Other Business:**

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

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

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



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

1001 Pearl Street, 3<sup>rd</sup> Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

## LEGAL NOTICE Advertisement for Invitation for Bids

March 23, 2015

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 15-008/JW, Road Improvements for Jefferson County (County Transportation Infrastructure Fund). **Specifications for this project may be obtained for a non-refundable fee of \$25.00 from the Jefferson County Engineering Department, 1149 Pearl Street, 5th Floor, Beaumont, Texas. Contact Mr. Donald Rao at 409-835-8584.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Road Improvements for Jefferson County  
(County Transportation Infrastructure Fund)  
**BID NO:** IFB 15-008/JW  
**DUE DATE/TIME:** 11:00 AM, Tuesday, April 14, 2015  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1001 Pearl Street, 3<sup>rd</sup> Floor  
Beaumont, Texas 77701

There will be a pre-bid conference at 10:00 AM on Wednesday, April 8, 2015. The conference will be held in the Jefferson County Engineering Department Conference Room located on the fifth floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Any questions relating to these requirements should be directed to Jamey West, Contract Specialist at 409-835-8593.

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

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

Deborah L. Clark  
Purchasing Agent  
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – March 25<sup>th</sup> and April 1<sup>st</sup>, 2015

**IFB 15-008/JW**  
**Road Improvements for Jefferson County**  
**(County Transportation Infrastructure Fund)**

**Bids due: 11:00 AM, Tuesday, April 14, 2015**

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**BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN “X” ABOVE)  
WITH THE BID. ADDITIONALLY, BIDDER MUST MONITOR THE PURCHASING WEB SITE  
([HTTP://WWW.CO.JEFFERSON.TX.US/PURCHASING/MAIN.HTM](http://www.co.jefferson.tx.us/purchasing/main.htm)) TO SEE IF ADDENDA OR  
ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED. FAILURE TO RETURN ALL REQUIRED  
FORMS COULD RESULT IN A BID BEING DECLARED AS NON-RESPONSIVE.**

## Instructions to Bidders

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### 1. Bid Submission

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

Jefferson County Purchasing Department  
1001 Pearl Street, 3<sup>rd</sup> Floor  
Beaumont, TX 77701

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

**All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.**

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

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

### 2. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

### 3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

### 4. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

### 5. County Holidays – 2015:

January 1	Thursday	New Year's Day
January 19	Monday	Martin Luther King, Jr. Day
February 16	Monday	President's Day
April 3	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veterans Day
November 26-27	Thursday-Friday	Thanksgiving
December 24-25	Thursday-Friday	Christmas

## 6. Rejection or Withdrawal

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

## 7. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

## 8. Contract

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

## 9. Waiver of Subrogation

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

## 10. Fiscal Funding

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

## 11. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

## 12. Changes and Addenda to Bid Documents

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

## 13. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

## 14. Delivery

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

## 15. Interpretation of Bid and/or Contract Documents

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

## 16. Currency

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

## 17. Pricing

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

## 18. Notice to Proceed/Purchase Order

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

## 19. Certification

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

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

## 20. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

**21. Minority-Women Business Enterprise Participation**

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

## General Terms and Conditions Of Bidding and Terms Of Contract

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

### 1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

**1.13 Bid Award.** Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

**1.16 General Bid Bond/Surety Requirements.** Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

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

**1.18 Responsiveness.** A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

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

**1.20 Vendor Registration: SAM (System for Award Management).** Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an "active" status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

**1.21 Proprietary Data.** Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

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

## **2. Performance**

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

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

**2.3 Delivery Location.** All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

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

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

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

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

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

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

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

**2.11 Patents and Copyrights.** The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

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

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

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

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

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

### 3. Purchase Orders and Payment

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

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

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

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

### 4. Contract

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

**4.2 Contract Agreement.** Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award.

**4.3 Change Order.** No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

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

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

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

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

**4.8 Interest by Public Officials.** No public official shall have interest in this contract, in accordance with Texas Local Government Code.

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

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

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

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

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

## Special Requirements/Instructions

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The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

Each bidder shall insure that all parts of the bid are **completed and returned**. The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall use an opaque envelope, clearly indicating on the outside the **Bid Number, Bid Description, and marked "SEALED BID"**. Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court. **Bidders shall submit one (1) original and two (2) copies of the bid.**

### 2. Multiple Vendor Award

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

### 3. 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.

### 4. Payment

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

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

### 5. Usage Reports

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

### 6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

#### **Minimum Insurance Requirements**

Public Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00
Workers' Compensation	Statutory Coverage (see attached)

### **7. Workers' Compensation Insurance**

#### 7.1 Definitions:

- 7.1.1 **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.
- 7.1.2 **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.
- 7.1.3 **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.
- 7.2 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.
- 7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 7.4 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.
- 7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 7.5.1 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
  - 7.5.2 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.
- 7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 7.7 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.

- 7.8 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.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 7.9.1 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.
  - 7.9.2 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.
  - 7.9.3 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.
  - 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 7.9.4.2 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.
  - 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 7.9.6 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
  - 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 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.
- 7.11 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.

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to perform all the work and furnish all the materials called for 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.

It is understood that the work to be constructed under this contract shall be completed in 120 working days.

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

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

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

_____			For clarification of this offer, contact:	
Company Name			_____	
_____			Name	
Address			_____	
_____	_____	_____	_____	_____
City	State	Zip	Phone	Fax
_____			_____	
Signature of Person Authorized to Sign			E-mail	
_____				
Printed Name				
_____				
Title				

***Bidder Shall Return Completed Form with Offer.***

## NOTICE TO THE BIDDER

The 2004 Texas Department of Transportation specifications have been incorporated by reference for this project. Any reference to “TxDOT”, or the “State”, or the “Department” as owner of this project shall be interpreted as reference to “Jefferson County”.

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the County at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the County. It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_

\$ \_\_\_\_\_  
**Total Bid Amount**

Take each calculated item total per line and add together for the Total Bid Amount.

# BID FORM INSTRUCTIONS SHEET

**BID FORM INSTRUCTIONS:**

In the "Unit Bid Price Only" Column: Write the words of the **Per Unit** Bid Price. **Do Not** write in your total price for the line item.

In the "Item Total" Column: Write in the Numbers of the Item Total.  
**The Item Total should equal** the Unit Bid Price multiplied by the Approx. Quantities

Example: You want to bid \$15.00 per LF for Removing Conc (Curb)  
 Note the Item Total is calculated by: \$15.00 (Unit Bid Price) X 466.00 (Approx. Quantities) = \$6,990.00

Total Bid Amount: Take each calculated Item Total per line and add together for the Total Bid Amount located on the Notice to the Bidder Page.

ALT.	ITEM CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
	104	2021		REMOVING CONC (CURB) <i>Fifteen</i> _____ AND <i>No</i> _____ CENTS	LF	466.00	<i>\$6,990.00</i>

EXAMPLE


Unit price for each linear foot of Concrete Curb Removed

# BID FORM

PROJECT: CTIF ROAD IMPROVEMENTS

PROPOSAL SHEET

JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
	0247	2122		FL BS (RDWY DEL) (TY A GR 2) _____ DLRS AND _____ CENTS	TON	1,573.00	
	0251	2033		REWORK BS MTL (TY D) (6") (ORD COMP) _____ DLRS AND _____ CENTS	SY	99,896.00	
	0310	2005		PRIME COAT (MC-30 OR AE-P) _____ DLRS AND _____ CENTS	GAL	24,974.00	
	0316	2010		ASPH (CRS-2) _____ DLRS AND _____ CENTS	GAL	74,923.00	
	0316	2416		AGGR (TY-D GR-4) _____ DLRS AND _____ CENTS	CY	833.00	
	0316	2587		AGGR (TY-D GR-3) _____ DLRS AND _____ CENTS	CY	952.00	
	0500	2001	011	MOBILIZATION _____ DLRS AND _____ CENTS	LS	1.00	
	0502	2001	033	BARRICADES, SIGNS AND TRAFFIC HANDLING _____ DLRS AND _____ CENTS	MO	2.00	
	0662	2115		WK ZN PAV MRK SHT TERM (TAB) TY Y-2 _____ DLRS AND _____ CENTS	EA	4,425.00	
	0666	2105		REFL PAV MRK TY I (Y) 4" (BRK)(100MIL) _____ DLRS AND _____ CENTS	LF	14,200.00	

(Bid Form Continued on Next Page)

## BID FORM (Continued)

	0666	2111		REFL PAV MRK TY I (Y) 4" (SLD)(100MIL) _____ DLRS AND _____ CENTS	LF	6,554.00	
	3267	2106		D-GR HMA(SQ) TY-D PG64-22 _____ DLRS AND _____ CENTS	TON	4,037.00	
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	

### 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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

***Bidder Shall Return Completed Form with Offer.***

## Bidder Information Form

Instructions: Please complete the form below. Care must be taken to provide legible, accurate, and complete contact information. PLEASE PRINT.

**Project Name:**  
**(IFB 15-008/JW), Road Improvements for Jefferson County (County Transportation Infrastructure Fund)**

**Bidder's Company/Business Name:** \_\_\_\_\_

**Bidder's TAX ID Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number (with area code):** \_\_\_\_\_

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Please provide a physical address for bid bond return:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Vendor References

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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.

***THIS FORM MUST BE RETURNED WITH YOUR BID.***

<b>REFERENCE ONE</b>
----------------------

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

<b>REFERENCE TWO</b>
----------------------

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

<b>REFERENCE THREE</b>
------------------------

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

***Bidder Shall Return Completed Form with Offer.***

## Conflict of Interest Questionnaire

<b>For vendor or other person doing business with local government entity</b>	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center; font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

***Bidder Shall Return Completed Form with Offer.***

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**  
Page 2

**For vendor or other person doing business with local government entity**

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes       No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

***Bidder Shall Return Completed Form with Offer.***

## Good Faith Effort (GFE) Determination Checklist

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***This information must be submitted with your bid.***

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).  Yes  No

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

**Did the Prime Contractor/Consultant . . .**

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

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

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

***Bidder Shall Return Completed Form with Offer.***

## Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

***This information must be submitted with your bid.***

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:  $\pi$  Yes  $\pi$  No

Address: \_\_\_\_\_  
Street City State Zip

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

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

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

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

**NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.**

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

***Bidder Shall Return Completed Form with Offer.***

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

***This information must be submitted with your bid.***

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.

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**FOR HUB OFFICE USE ONLY:**

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

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**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: \_\_\_\_\_

***Bidder Shall Return Completed Form with Offer.***





## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street
City
State
Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street
City
State
Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

***Bidder Shall Return Completed Form with Offer.***

## Residence Certification/Tax Form

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

- (3) “Nonresident 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.

***Bidder Shall Return Completed Form with Offer.***

## ENGINEER SEAL

**The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.**



**The seal appearing on this document was authorized by Bradley Steven Stafford, P.E. March 18, 2015**

**General Notes:**

Adjustments allowed to the station limits to meet field conditions.

Provide a Contractor's Responsible Person and a phone number for emergency contact.

Assume ownership for all designated waste material and dispose of it at a place off of the right of way, as approved by the engineer.

Place no construction signs in conflict with existing signs. If placement of construction signs for contract blocks existing signs, make adjustments with confirmation from the Engineer.

**Item 6: Control of Materials**

The Contractor will be responsible for all testing or having testing performed by an acceptable testing company. Consider this work to be subsidiary to the various bid items of the contract.

**Item 247: Flexible Base**

The flexible base for Hillebrandt Rd shall be placed at specific locations as delineated on the plans.

The flexible base for Lawhon Rd shall be placed at a rate of 300 tons/mile of roadway.

**Item 310: Prime Coat**

Use bituminous material of the Type MC and grade 30 or Type AE-P. Distribute the bituminous material smoothly and evenly at the rate of 0.25 gallons per square yard.

**Item 316: Flexible Pavement Structure Repair**

Construction consists of 2 course surface treatment application.

First course:

Use asphalt type CRS-2.

Use aggregate type D and grade 3.

Second course:

Use asphalt type CRS-2.

Use aggregate type D and grade 4.

Asphalt season starts May 1st and ends on September 30th.

## **Item 502 Barricades, Signs, and Traffic Handling**

Do not leave equipment (that is not in use) closer than 30' from the roadway edge unless approved otherwise by the Engineer.

Construct all work zone signs, sign supports, and barricades from material other than wood unless approved by the Engineer. Galvanize steel supports if used.

Construct all work zone signs, sign supports, and barricades from material other than wood unless approved by the Engineer. Galvanize steel supports if used. Aluminum signs, if used, shall meet the following minimum thickness requirements:

Square Feet	Minimum Thickness
Less than 7.5	0.080 inches
7.5 to 15	0.100 inches
Greater than 15	0.125 inches.

Maintain all barricades and warning signs, including all temporary and portable traffic control devices necessary during the various phases of construction, in accordance with the BC and TCP standards in the plans, the latest version of the Texas Manual on Uniform Traffic Control Devices, and/or as directed by the Engineer.

Furnish additional barricades and signs to maintain traffic and motorists' safety when directed by the Engineer. Any such additional signs and barricades will be considered subsidiary to Item 502.

After completion of the project, when removing the barricades and signs, fill in any holes left by the sign supports or barricades and restore the area, in which the signs were removed, to its original condition.

## **Item 662: Work Zone Pavement Markings**

The temporary marker tabs shall be placed at a spacing of 3 tabs per 40 linear feet.

## **Item 666: Reflectorized Pavement Markings**

Furnish Type II drop-on glass beads.

Air blowing is subsidiary to this item.

## **Item 3267: Dense-Graded Hot-Mix Asphalt (Small Quantity)**

Provide mixture Type D using PG binder 64-22.

Furnish a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, "Asphalts, Oils, and Emulsions". The tack coat shall be placed smoothly and evenly at the rate of 0.06 gallons per square yard.

Provide mix design. Mix designs must be approved by the Engineer.

Provide smooth tie-in to existing pavements and driveways.

Waive the Hamburg Wheel requirements of Tex-242-F.

At the end of the project, asphalt binder samples will be designated as waste material.

Assume ownership of all asphalt binder samples and dispose of material at a place off of the right of way as approved by the Engineer.

## JEFFERSON COUNTY

### GOVERNING SPECIFICATIONS AND SPECIAL SPECIFICATIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS:        ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION JUNE 1, 2004. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS

ITEM 247 FLEXIBLE BASE (105) (204) (210) (216) (520)  
 ITEM 251 REWORKING BASE COURSES (204) (210) (216) (247) (520)  
 ITEM 310 PRIME COAT (300) (316)  
 ITEM 316 SURFACE TREATMENTS (210) (300) (302)  
 ITEM 500 MOBILIZATION  
 ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING  
 ITEM 662 WORK ZONE PAVEMENT MARKINGS (666) (668) (672) (677)  
 ITEM 666 REFLECTORIZED PAVEMENT MARKINGS (316) (318) (502) (662) (677) (678)

SPECIAL PROVISIONS:        SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMBERED HEREON WHEREVER IN CONFLICT THEREWITH.

WAGE RATES

SPECIAL PROVISION TO ITEM	500	(500---011)
SPECIAL PROVISION TO ITEM	502	(502---033)

SPECIAL SPECIFICATIONS:

ITEM 3267 DENSE-GRADED HOT-MIX ASPHALT (SMALL QUANTITY)

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

General Decision Number: TX150056 01/02/2015 TX56

Superseded General Decision Number: TX20140056

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015

\* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.98	
ELECTRICIAN.....	\$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.34	
Structures.....	\$ 12.23	
LABORER		
Asphalt Raker.....	\$ 12.36	
Flagger.....	\$ 10.33	
Laborer, Common.....	\$ 11.02	
Laborer, Utility.....	\$ 11.73	
Pipelayer.....	\$ 12.12	
Work Zone Barricade Servicer.....	\$ 11.67	
PAINTER (Structures).....	\$ 18.62	

## POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....	\$ 14.06
Asphalt Paving Machine.....	\$ 14.32
Broom or Sweeper.....	\$ 12.68
Concrete Pavement Finishing Machine.....	\$ 13.07
Concrete Paving, Curing, Float, Texturing Machine....	\$ 11.71
Concrete Saw.....	\$ 13.99
Crane, Hydraulic 80 Tons or less.....	\$ 13.86
Crane, Lattice boom 80 tons or less.....	\$ 14.97
Crane, Lattice boom over 80 Tons.....	\$ 15.80
Crawler Tractor.....	\$ 13.68
Excavator, 50,000 pounds or less.....	\$ 12.71
Excavator, Over 50,000 pounds.....	\$ 14.53
Foundation Drill, Crawler Mounted.....	\$ 17.43
Foundation Drill, Truck Mounted.....	\$ 15.89
Front End Loader 3 CY or Less.....	\$ 13.32
Front End Loader, Over 3 CY.	\$ 13.17
Loader/Backhoe.....	\$ 14.29
Mechanic.....	\$ 16.96
Milling Machine.....	\$ 13.53
Motor Grader, Fine Grade....	\$ 15.69
Motor Grader, Rough.....	\$ 14.23
Off Road Hauler.....	\$ 14.60
Pavement Marking Machine....	\$ 11.18
Piledriver.....	\$ 14.95
Roller, Asphalt.....	\$ 11.95
Roller, Other.....	\$ 11.57
Scraper.....	\$ 13.47
Spreader Box.....	\$ 13.58
 Servicer.....	\$ 13.97
 Steel Worker	
Reinforcing Steel.....	\$ 15.15
Structural Steel Welder.....	\$ 12.85
Structural Steel.....	\$ 14.39
 TRUCK DRIVER	
Low Boy Float.....	\$ 16.03
Single Axle.....	\$ 11.46
Single or Tandem Axle Dump..	\$ 11.48
Tandem Axle Tractor w/Semi Trailer.....	\$ 12.27

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

## ***SPECIAL PROVISIONS***

## SPECIAL PROVISION

### 500---011 Mobilization

For this project, Item **Error! Reference source not found.**, “Mobilization,” of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 500.1. Description** is supplemented by the following:

Work for this Item includes submissions required by the Contract.

**Article 500.3. Payment, Section A** is voided and replaced by the following:

**A.** Payment will be made upon presentation of a paid invoice for the payment or performance bonds and required insurance. The combined payment for bonds and insurance will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less. However, payment will be made for the actual cost of the paid invoice when the combined payment for bonds and insurance exceeds 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less.

**Article 500.3. Payment, Section F** is voided and replaced by the following:

**F.** Upon final acceptance, 97% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount.

Article 500.3. Payment **is supplemented by the following:**

**G.** Payment for the remainder of the lump sum bid for “Mobilization” will be made after all submittals are received, final quantities have been determined and when any separate vegetative establishment and maintenance, test and performance periods provided for in the Contract have been successfully completed.

2004 Specifications

## **SPECIAL PROVISION**

### **502---033**

#### **Barricades, Signs, and Traffic Handling**

For this project, Item 502, “Barricades, Signs, and Traffic Handling,” of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 502.4. Payment, Section C. Maximum Total Payment Prior to Acceptance **is voided and replaced by the following:**

**C. Maximum Total Payment Prior to Acceptance.** The total payment for this Item will not exceed 10% of the total Contract amount before final acceptance in accordance with Article 5.8, “Final Acceptance.” The remaining balance will be paid in accordance with Section 502.4.E, “Balance Due.”

## ***SPECIAL SPECIFICATIONS***

## SPECIAL SPECIFICATION

### 3267

#### Dense-Graded Hot-Mix Asphalt (Small Quantity)

**3267.1. Description.** Construct a hot-mix asphalt (HMA) pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant. This specification is intended for small quantity (SQ) HMA projects, typically under 5,000 tons total production.

**3267.2. Materials.** Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

Notify the Engineer of all material sources. Notify the Engineer before changing any material source or formulation. When the Contractor makes a source or formulation change, the Engineer will verify that the specification requirements are met and may require a new laboratory mixture design, trial batch, or both. The Engineer may sample and test project materials at any time during the project to verify specification compliance in accordance with Item 6, "Control of Materials."

**A. Aggregate.** Furnish aggregates from sources that conform to the requirements shown in Table 1 and as specified in this Section. Aggregate requirements in this Section, including those shown in Table 1, may be modified or eliminated when shown on the plans. Additional aggregate requirements may be specified when shown on the plans. Provide aggregate stockpiles that meet the definitions in this Section for coarse, intermediate, or fine aggregate. Aggregate from reclaimed asphalt pavement (RAP) is not required to meet Table 1 requirements unless otherwise shown on the plans. Supply aggregates that meet the definitions in Tex-100-E for crushed gravel or crushed stone. The Engineer will designate the plant or the quarry as the sampling location. Samples must be from materials produced for the project. The Engineer will establish the surface aggregate classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1. Document all test results on the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis given in Tex-200-F, Part II.

- 1. Coarse Aggregate.** Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Aggregate from sources listed in the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) located at <http://www.txdot.gov/business/resources/producer-list.html> are preapproved for use.

For sources not listed on the Department's BRSQC:

- build an individual stockpile for each material;
- request the Department test the stockpile for specification compliance; and
- once approved, do not add material to the stockpile unless otherwise approved.

Use only the rated values for hot mix listed in the BRSQC. Rated values for surface treatment (ST) do not apply to coarse aggregate sources used in hot mix. Provide aggregate from non-listed sources only when tested by the Engineer and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources.

Provide coarse aggregate with at least the minimum SAC as shown on the plans. SAC requirements apply only to aggregates used on the surface of travel lanes. SAC requirements apply to aggregates used on surfaces other than travel lanes when shown on the plans. The SAC for sources on the Department's Aggregate Quality Monitoring Program (AQMP) is listed in the BRSQC.

- a. **Blending Class A and Class B Aggregates.** Class B aggregate meeting all other requirements in Table 1 may be blended with a Class A aggregate in order to meet requirements for Class A materials. When blending Class A and B aggregates to meet a Class A requirement, ensure that at least 50% by weight of the material retained on the No. 4 sieve comes from the Class A aggregate source. Blend by volume if the bulk specific gravities of the Class A and B aggregates differ by more than 0.300. For blending purposes, coarse aggregate from RAP and Recycled Asphalt Shingles (RAS) will be considered as Class B aggregate.

When the Contractor blends Class A and B aggregates to meet a Class A requirement, the Engineer may perform tests at any time during production to ensure that at least 50% by weight of the material retained on the No. 4 sieve comes from the Class A aggregate source. In such cases where the Engineer elects to verify conformance, the Engineer will use the Department's mix design Excel template to calculate the percent of Class A aggregate retained on the No. 4 sieve by inputting the bin percentages shown from readouts in the control room at the time of production and stockpile gradations measured at the time of production. The Engineer may determine the gradations based on either washed or dry sieve analysis from samples obtained from individual aggregate cold feed bins or aggregate stockpiles. The Engineer may perform spot checks using the gradations supplied by the Contractor on the mixture design report as an input for the Excel template; however, a failing spot check will require confirmation with a stockpile gradation determined by the Engineer.

2. **Intermediate Aggregate.** Aggregates not meeting the definition of coarse or fine aggregate will be defined as intermediate aggregate. When used, supply intermediate aggregates that are free from organic impurities.

The Engineer may test the intermediate aggregate in accordance with Tex-408-A to verify the material is free from organic impurities. When used, supply intermediate aggregate from coarse aggregate sources that meet the requirements shown in Table 1 unless otherwise approved.

If 10% or more of the stockpile is retained on the No. 4 sieve, test the stockpile and verify that it meets the requirements in Table 1 for coarse aggregate angularity (Tex-460-A) and flat and elongated particles (Tex-280-F).

- 3. Fine Aggregate.** Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2. Supply fine aggregates that are free from organic impurities. The Engineer may test the fine aggregate in accordance with Tex-408-A to verify the material is free from organic impurities. At most 15% of the total aggregate may be field sand or other uncrushed fine aggregate. With the exception of field sand, use fine aggregate from coarse aggregate sources that meet the requirements shown in Table 1 unless otherwise approved.
- If 10% or more of the stockpile is retained on the No. 4 sieve, test the stockpile and verify that it meets the requirements in Table 1 for coarse aggregate angularity (Tex-460-A) and flat and elongated particles (Tex-280-F).

**Table 1**  
**Aggregate Quality Requirements**

Property	Test Method	Requirement
<b>Coarse Aggregate</b>		
SAC	AQMP	As shown on plans
Deleterious material, %, max	Tex-217-F, Part I	1.5
Decantation, %, max	Tex-217-F, Part II	1.5
Micro-Deval abrasion, %, max	Tex-461-A	Note 1
Los Angeles abrasion, %, max	Tex-410-A	40
Magnesium sulfate soundness, 5 cycles, %, max	Tex-411-A	30
Coarse aggregate angularity, 2 crushed faces, %, min	Tex-460-A, Part I	85 <sup>2</sup>
Flat and elongated particles @ 5:1, %, max	Tex-280-F	10
<b>Fine Aggregate</b>		
Linear shrinkage, %, max	Tex-107-E	3
<b>Combined Aggregate<sup>3</sup></b>		
Sand equivalent, %, min	Tex-203-F	45

1. Not used for acceptance purposes. Optional test used by the Engineer as an indicator of the need for further investigation

2. Only applies to crushed gravel.

3. Aggregates, without mineral filler, RAP, RAS, or additives, combined as used in the job-mix formula (JMF).

**Table 2**  
**Gradation Requirements for Fine Aggregate**

Sieve Size	% Passing by Weight or Volume
3/8"	100
#8	70-100
#200	0-30

- B. Mineral Filler.** Mineral filler consists of finely divided mineral matter, such as agricultural lime, crusher fines, hydrated lime, or fly ash. Mineral filler is allowed unless otherwise shown on the plans.

Do not use more than 2% mineral hydrated lime unless otherwise shown on the plans. If a substitute binder is used, do not use more than 1% hydrated lime unless otherwise shown on the plans or allowed by the Engineer. Test all mineral fillers except hydrated lime and

fly ash in accordance with Tex-107-E to ensure specification compliance. The plans may require or disallow specific mineral fillers. When used, provide mineral filler that:

- is sufficiently dry, free-flowing, and free from clumps and foreign matter;
- does not exceed 3% linear shrinkage when tested in accordance with Tex-107-E; and
- meets the gradation requirements in Table 3.

**Table 3**  
**Gradation Requirements for Mineral Filler**

Sieve Size	% Passing by Weight or Volume
#8	100
#200	55–100

**C. Baghouse Fines.** Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.

**D. Asphalt Binder.** Furnish the type and grade of performance-graded (PG) asphalt specified on the plans.

**E. Tack Coat.** Furnish CSS-1H, SS-1H, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, “Asphalts, Oils, and Emulsions.” Specialized or preferred tack coat materials may be allowed by the Engineer or required when shown on the plans. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.

The Engineer will obtain at least one sample of the tack coat binder per project in accordance with Tex-500-C, Part III, and test it to verify compliance with Item 300. The Engineer will obtain the sample from the asphalt distributor immediately before use.

**F. Additives.** Use the type and rate of additive specified when shown on the plans. Other additives that facilitate mixing, compaction, or improve the quality of the mixture may be allowed when approved. Provide the Engineer with documentation such as the bill of lading showing the quantity of additives used in the project unless otherwise directed.

**1. Lime and Liquid Antistripping Agent.** When lime or a liquid antistripping agent is used, add in accordance with Item 301, “Asphalt Antistripping Agents.” Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime into the drum.

**2. Warm Mix Asphalt (WMA).** Warm Mix Asphalt (WMA) is defined as HMA that is produced within a target temperature discharge range of 215°F and 275°F using Department-approved WMA additives or processes. The Department’s Material Producer List of WMA additives and processes is located at <http://www.txdot.gov/business/resources/producer-list.html>.

WMA is allowed for use on all projects and is required when shown on plans. The maximum placement or target discharge temperature for WMA may be set at a value less than 275°F when shown on the plans.

Department-approved WMA additives or processes may be used to facilitate mixing and compaction of HMA produced at target discharge temperatures greater than 275°F; however, such mixtures will not be defined as WMA.

**G. Recycled Materials.** Use of RAP and RAS is permitted unless otherwise shown on the plans. Do not exceed the maximum allowable percentages of RAP and RAS shown in Table 4. The allowable percentages shown in Table 4 may be decreased or increased

when shown on the plans. Determine asphalt content and gradation of the RAP and RAS stockpiles for mixture design purposes in accordance with Tex-236-F. The Engineer may verify the asphalt content of the stockpiles at any time during production. Perform other tests on RAP and RAS when shown on the plans. Asphalt binder from RAP and RAS is designated as recycled asphalt binder. When RAP or RAS is used, calculate and ensure that the ratio of the recycled asphalt binder to total binder does not exceed the percentages shown in Table 5 during mixture design and HMA production. During HMA production, use a separate cold feed bin for each stockpile of RAP and RAS.

Surface, intermediate, and base mixes referenced in Tables 4 and 5 are defined as follows:

- "Surface" mixes are the final lift or riding surface of the pavement structure;
- "Intermediate" mixes are non-surface mixtures placed less than or equal to 8 inches from the riding surface; and
- "Base" mixes are non-surface mixtures placed greater than 8 inches from the riding surface.

**1. RAP.** RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Crush or break RAP so that 100% of the particles pass the 2 in. sieve.

Use of Contractor-owned RAP including HMA plant waste is permitted unless otherwise shown on the plans. Department-owned RAP stockpiles are available for the Contractor's use when the stockpile locations are shown on the plans. If Department-owned RAP is available for the Contractor's use, the Contractor may use Contractor-owned fractionated RAP and replace it with an equal quantity of Department-owned RAP. This allowance does not apply to a Contractor using unfractionated RAP. Department-owned RAP generated through required work on the Contract is available for the Contractor's use when shown on the plans. Perform any necessary tests to ensure Contractor- or Department-owned RAP is appropriate for use. The Department will not perform any tests or assume any liability for the quality of the Department-owned RAP unless otherwise shown on the plans. The Contractor will retain ownership of RAP generated on the project when shown on the plans. Fractionated RAP is defined as having two or more RAP stockpiles, divided into coarse and fine fractions.

The coarse RAP stockpile will contain only material retained by processing over a 3/8 in. screen or 1/2 in. screen unless otherwise approved. The fine RAP stockpile will contain only material passing the 3/8 in. screen or 1/2 in. screen unless otherwise approved. The Engineer may allow the Contractor to use an alternate to the 3/8 in. screen or 1/2 in. screen to fractionate the RAP. The maximum percentages of fractionated RAP may be comprised of coarse or fine fractionated RAP or the combination of both coarse and fine fractionated RAP.

Do not use Department- or Contractor-owned RAP contaminated with dirt or other objectionable materials. Do not use Department- or Contractor-owned RAP if the decantation value exceeds 5% and the plasticity index is greater than 8. Test the stockpiled RAP for decantation in accordance with Tex-406-A, Part I. Determine the plasticity index in accordance with Tex-106-E if the decantation value exceeds 5%. The decantation and plasticity index requirements do not apply to RAP samples with asphalt removed by extraction or ignition.

Do not intermingle Contractor-owned RAP stockpiles with Department-owned RAP stockpiles. Remove unused Contractor-owned RAP material from the project site upon completion of the project. Return unused Department-owned RAP to the designated stockpile location.

**Table 4**  
**Maximum Allowable Amounts of RAP<sup>1</sup>**

Maximum Allowable Fractionated RAP <sup>2</sup> (%)			Maximum Allowable Unfractionated RAP <sup>3</sup> (%)		
Surface	Intermediate	Base	Surface	Intermediate	Base
20.0	30.0	40.0	10.0	10.0	10.0

1. Must also meet the recycled binder to total binder ratio shown in Table 5.
2. Up to 5% RAS may be used separately or as a replacement for fractionated RAP.
3. Unfractionated RAP may not be combined with fractionated RAP or RAS.

2. **RAS.** Use of post-manufactured RAS or post-consumer RAS (tear-offs) is permitted unless otherwise shown on the plans. Up to 5% RAS may be used separately or as a replacement for fractionated RAP in accordance with Table 4 and Table 5. RAS is defined as processed asphalt shingle material from manufacturing of asphalt roofing shingles or from re-roofing residential structures. Post-manufactured RAS is processed manufacturer's shingle scrap by-product. Post-consumer RAS is processed shingle scrap removed from residential structures. Comply with all regulatory requirements stipulated for RAS by the Texas Commission on Environmental Quality (TCEQ). RAS may be used separately or in conjunction with RAP. Process the RAS by ambient grinding or granulating such that 100% of the particles pass the 3/8 in. sieve when tested in accordance with Tex-200-F, Part I. Perform a sieve analysis on processed RAS material prior to extraction (or ignition) of the asphalt. Add sand meeting the requirements of Table 1 and Table 2 or fine RAP to RAS stockpiles if needed to keep the processed material workable. For any stockpile that contains RAS, the entire stockpile will be considered a RAS stockpile and be limited to no more than 5.0% of the HMA mixture in accordance with Table 4. Certify compliance of the RAS with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials (NRM) Guidelines." If the RAS has not come into contact with any hazardous materials, treat it as an established NRM. Use RAS from shingle sources on the Department's Material Producer List located at <http://www.txdot.gov/business/resources/producer-list.html>. Prior to use, remove substantially all materials that are not part of the shingle, such as wood, paper, metal, plastic, and felt paper. Determine the deleterious content of RAS material for mixture design purposes in accordance with Tex-217-F, Part III. Do not use RAS if deleterious materials are more than 0.5% of the stockpiled RAS unless otherwise approved. Submit a sample for approval to the Engineer prior to submitting the mixture design. The Department will perform the testing for deleterious material of RAS to determine specification compliance.

- H. Substitute Binders.** Unless otherwise shown on the plans, the Contractor may use a substitute PG binder listed in Table 5 in lieu of the PG binder originally specified, if the substitute PG binder and mixture made with the substitute PG binder meet the following:
- the substitute binder meets the specification requirements for the substitute binder grade in accordance with Section 300.2.J, "Performance-Graded Binders";
  - the substitute binder has an un-aged dynamic shear value less than or equal to 2.00 kPa and an RTFO aged dynamic shear value less than or equal to 5.00 kPa at the PG test temperature; and
  - the mixture has less than 10.0 mm of rutting on the Hamburg Wheel test (Tex-242-F) after the number of passes required for the originally specified binder. Use of substitute PG binders may only be allowed at the discretion of the Engineer if the Hamburg Wheel test results are between 10.0 mm and 12.5 mm.

**Table 5**  
**Allowable Substitute PG Binders and Maximum Recycled Binder Ratios**

Originally Specified PG Binder	Allowable Substitute PG Binder	Maximum Ratio of Recycled Binder <sup>1</sup> to Total Binder (%)		
		Surface	Intermediate	Base
<b>HMA</b>				
76-22 <sup>2</sup>	70-22 or 64-22	20.0	20.0	20.0
	70-28 or 64-28	30.0	35.0	40.0
70-22 <sup>2</sup>	64-22	20.0	20.0	20.0
	64-28 or 58-28	30.0	35.0	40.0
64-22 <sup>2</sup>	58-28	30.0	35.0	40.0
76-28 <sup>2</sup>	70-28 or 64-28	20.0	20.0	20.0
	64-34	30.0	35.0	40.0
70-28 <sup>2</sup>	64-28 or 58-28	20.0	20.0	20.0
	64-34 or 58-34	30.0	35.0	40.0
64-28 <sup>2</sup>	58-28	20.0	20.0	20.0
	58-34	30.0	35.0	40.0
<b>WMA<sup>3</sup></b>				
76-22 <sup>2</sup>	70-22 or 64-22	30.0	35.0	40.0
70-22 <sup>2</sup>	64-22 or 58-28	30.0	35.0	40.0
64-22 <sup>4</sup>	58-28	30.0	35.0	40.0
76-28 <sup>2</sup>	70-28 or 64-28	30.0	35.0	40.0
70-28 <sup>2</sup>	64-28 or 58-28	30.0	35.0	40.0
64-28 <sup>4</sup>	58-28	30.0	35.0	40.0

1. Combined recycled binder from RAP and RAS.

2. Use no more than 20.0% recycled binder when using this originally specified PG binder.

3. WMA as defined in Section 3267.2.F.2, "Warm Mix Asphalt (WMA)."

4. When used with WMA, this originally specified PG binder is allowed for use at the maximum recycled binder ratios shown in this table.

**3267.3. Equipment.** Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement."

**3267.4. Construction.** Produce, haul, place, and compact the specified paving mixture. In addition to tests required by the specification, Contractors may perform other QC tests as deemed necessary. At any time during the project, the Engineer may perform production and placement tests as deemed necessary in accordance with Item 5, "Control of the Work." On or before the first day of paving, schedule and participate in a pre-paving meeting with the Engineer unless otherwise directed.

- A. Certification.** Personnel certified by the Hot Mix Asphalt Center Certification Program must conduct all mixture designs, sampling, and testing in accordance with Table 6. Supply the Engineer with a list of certified personnel and copies of their current certificates before beginning production and when personnel changes are made. Provide a mixture design that is developed and signed by a Level 2 certified specialist.

**Table 6  
Test Methods, Test Responsibility, and Minimum Certification Levels**

Test Description	Test Method	Contractor	Engineer	Level
<b>1. Aggregate and Recycled Material Testing</b>				
Sampling	Tex-400-A	✓	✓	1A
Dry sieve	Tex-200-F, Part I	✓	✓	1A
Washed sieve	Tex-200-F, Part II	✓	✓	1A
Deleterious material	Tex-217-F, Parts I & III	✓	✓	1A
Decantation	Tex-217-F, Part II	✓	✓	1A
Los Angeles abrasion	Tex-410-A		✓	
Magnesium sulfate soundness	Tex-411-A		✓	
Micro-Deval abrasion	Tex-461-A		✓	
Coarse aggregate angularity	Tex-460-A	✓	✓	2
Flat and elongated particles	Tex-280-F	✓	✓	2
Linear shrinkage	Tex-107-E	✓	✓	2
Sand equivalent	Tex-203-F	✓	✓	2
Organic impurities	Tex-408-A	✓	✓	2
<b>2. Asphalt Binder &amp; Tack Coat Sampling</b>				
Asphalt binder sampling	Tex-500-C, Part II	✓	✓	1A/1B
Tack coat sampling	Tex-500-C, Part III	✓	✓	1A/1B
<b>3. Mix Design &amp; Verification</b>				
Design and JMF changes	Tex-204-F	✓	✓	2
Mixing	Tex-205-F	✓	✓	2
Molding (TGC)	Tex-206-F	✓	✓	1A
Molding (SGC)	Tex-241-F	✓	✓	1A
Laboratory-molded density	Tex-207-F	✓	✓	1A
VMA <sup>1</sup> (calculation only)	Tex-204-F	✓	✓	2
Rice gravity	Tex-227-F	✓	✓	1A
Ignition oven correction factors <sup>2</sup>	Tex-236-F	✓	✓	2
Indirect tensile strength	Tex-226-F	✓	✓	2
Hamburg wheel test	Tex-242-F	✓	✓	2
Boil test	Tex-530-C	✓	✓	1A
<b>4. Production Testing</b>				
Mixture sampling	Tex-222-F	✓	✓	1A
Molding (TGC)	Tex-206-F		✓	1A
Molding (SGC)	Tex-241-F		✓	1A
Laboratory-molded density	Tex-207-F		✓	1A
VMA <sup>1</sup> (calculation only)	Tex-204-F		✓	1A
Rice gravity	Tex-227-F		✓	1A
Gradation & asphalt content <sup>2</sup>	Tex-236-F		✓	1A
Moisture content	Tex-212-F		✓	1A
Hamburg Wheel test	Tex-242-F		✓	2
Boil test	Tex-530-C		✓	1A
<b>5. Placement Testing</b>				
Trimming roadway cores	Tex-207-F	✓	✓	1A/1B
In-place air voids	Tex-207-F		✓	1A/1B
Establish rolling pattern	Tex-207-F	✓		1B
Ride quality measurement	Tex-1001-S	✓	✓	Note 3

1. Voids in mineral aggregates.

2. Refer to Section 3267.4.I.3 for exceptions to using an ignition oven.

3. Profiler and operator are required to be certified at the Texas Transportation Institute facility when Surface Test Type B is specified.

- B. Reporting, Testing, and Responsibilities.** Use Department-provided Excel templates to record and calculate all test data pertaining to the mixture design. The Engineer will use Department Excel templates for any production and placement testing. Obtain the latest version of the Excel templates at <http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/site-manager.html> or from the Engineer. The maximum allowable time for the Engineer to exchange test data with the Contractor is as given in Table 7 unless otherwise determined. The Engineer will immediately report

to the Contractor any test result that requires suspension of production or placement or that fails to meet the specification requirements.

Subsequent mix placed after test results are available to the Contractor, which require suspension of operations, may be considered unauthorized work. Unauthorized work will be accepted or rejected at the discretion of the Engineer in accordance with Section 5.3, “Conformity with Plans, Specifications, and Special Provisions.”

**Table 7**  
**Reporting Schedule**

<b>Description</b>	<b>Reported By</b>	<b>Reported To</b>	<b>To Be Reported Within</b>
<i>Production Testing</i>			
Gradation Asphalt content Laboratory-molded density VMA (calculation) Hamburg wheel test Moisture content Boil test Binder tests	Engineer	Contractor	1 working day of completion of the test
<i>Placement Testing</i>			
In-place air voids	Engineer	Contractor	1 working day of completion of the test <sup>1</sup>

1. 2 days are allowed if cores cannot be dried to constant weight within 1 day.

### C. Mixture Design.

1. **Design Requirements.** The Contractor may elect to design the mixture using a Texas Gyrotory Compactor (TGC) or a Superpave Gyrotory Compactor (SGC) unless otherwise shown on the plans. Use the typical weight design example given in Tex-204-F, Part I, when using a TGC. Use the Superpave mixture design procedure given in Tex-204-F, Part IV, when using a SGC. Design the mixture to meet the requirements listed in Tables 1, 2, 3, 4, 5, 8, 9, and 10.
  - a. **Target Laboratory Molded Density When The TGC Is Used.** Design the mixture at a 96.5% target laboratory-molded density or as noted in Table 9. The target laboratory-molded density may be increased in 0.5% increments, not to exceed 97.0%, at the Contractor’s discretion.
  - b. **Design Number of Gyration (N<sub>design</sub>) When The SGC Is Used.** Design the mixture at 50 gyrations (N<sub>design</sub>). Use a target laboratory-molded density of 96.0% to design the mixture; however, adjustments can be made to the N<sub>design</sub> value as noted in Table 9. The N<sub>design</sub> level may be reduced to no less than 35 gyrations at the Contractor’s discretion.

Use an approved laboratory to perform the Hamburg Wheel test and provide results with the mixture design, or provide the laboratory mixture and request that the Department perform the Hamburg Wheel test.

The Department maintains the Material Producer List of approved laboratories located at <http://www.txdot.gov/business/resources/producer-list.html>. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the laboratory mixture design.

The Engineer will provide the mixture design when shown on the plans. The Contractor may submit a new mixture design at any time during the project. The Engineer will verify and approve all mixture designs (JMF1) before the Contractor can begin production.

Provide the Engineer with a mixture design report using the Department-provided Excel template. Include the following items in the report:

- the combined aggregate gradation, source, specific gravity, and percent of each material used;
- asphalt content and aggregate gradation of RAP and RAS stockpiles;
- the target laboratory-molded density (or Ndesign level when using the SGC);
- results of all applicable tests;
- the mixing and molding temperatures;
- the signature of the Level 2 person or persons that performed the design;
- the date the mixture design was performed; and
- a unique identification number for the mixture design.

**Table 8**  
**Master Gradation Limits (% Passing by Weight or Volume)**  
**and VMA Requirements**

Sieve Size	A Coarse Base	B Fine Base	C Coarse Surface	D Fine Surface	F Fine Mixture
2"	100.0 <sup>1</sup>	–	–	–	–
1-1/2"	98.0–100.0	100.0 <sup>1</sup>	–	–	–
1"	78.0–94.0	98.0–100.0	100.0 <sup>1</sup>	–	–
3/4"	64.0–85.0	84.0–98.0	95.0–100.0	100.0 <sup>1</sup>	–
1/2"	50.0–70.0	–	–	98.0–100.0	100.0 <sup>1</sup>
3/8"	–	60.0–80.0	70.0–85.0	85.0–100.0	98.0–100.0
#4	30.0–50.0	40.0–60.0	43.0–63.0	50.0–70.0	70.0–90.0
#8	22.0–36.0	29.0–43.0	32.0–44.0	35.0–46.0	38.0–48.0
#30	8.0–23.0	13.0–28.0	14.0–28.0	15.0–29.0	12.0–27.0
#50	3.0–19.0	6.0–20.0	7.0–21.0	7.0–20.0	6.0–19.0
#200	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0
<b>Design VMA, % Minimum</b>					
–	12.0	13.0	14.0	15.0	16.0
<b>Production (Plant-Produced) VMA, % Minimum</b>					
–	11.0	12.0	13.0	14.0	15.0

1. Defined as maximum sieve size. No tolerance allowed.

**Table 9  
Laboratory Mixture Design Properties**

Mixture Property	Test Method	Requirement
Target laboratory-molded density, %(TGC)	Tex-207-F	96.5 <sup>1</sup>
Design gyrations (N <sub>design</sub> for SGC)	Tex-241-F	50 <sup>2</sup>
Indirect tensile strength (dry), psi	Tex-226-F	85–200 <sup>3</sup>
Boil test <sup>4</sup>	Tex-530-C	–

1 May be adjusted in 0.5% increments within a range of 96.0% to 97.5% when shown on the plans or specification or when mutually agreed between the Engineer and Contractor.

2. May be adjusted within a range of 35–100 gyrations when shown on the plans or specification or when mutually agreed between the Engineer and Contractor.

3. The Engineer may allow the IDT strength to exceed 200 psi if the corresponding Hamburg Wheel rut depth is greater than 3.0 mm and less than 12.5 mm.

4. Used to establish baseline for comparison to production results. May be waived when approved.

**Table 10  
Hamburg Wheel Test Requirements**

High-Temperature Binder Grade	Test Method	Minimum # of Passes <sup>1</sup> @ 12.5 mm <sup>2</sup> Rut Depth, Tested @ 50°C
PG 64 or lower	Tex-242-F	10,000
PG 70		15,000
PG 76 or higher		20,000

1. May be decreased or waived when shown on the plans.

2. When the rut depth at the required minimum number of passes is less than 3 mm, the Engineer may require the Contractor to increase the target laboratory-molded density (TGC) by 0.5% to no more than 97.5% or lower the N<sub>design</sub> level (SGC) to no less than 35 gyrations.

- 2. Job-Mix Formula Approval.** The job-mix formula (JMF) is the combined aggregate gradation, target laboratory molded density (or N<sub>design</sub> level), and target asphalt percentage used to establish target values for hot mix production. JMF1 is the original laboratory mixture design used to produce the trial batch. When WMA is used, JMF1 may be designed and submitted to the Engineer without including the WMA additive. When WMA is used, document the additive or process used and recommend rate on the JMF1 submittal. Furnish the Engineer a mix design report (JMF1) with representative samples of all component materials and request approval to produce the trial batch. If opting to have the Department perform the Hamburg Wheel test on the laboratory mixture, provide the Engineer with approximately 10,000 g of the design mixture and request that the Department perform the Hamburg Wheel test. The Engineer will verify JMF1 based on plant-produced mixture from the trial batch unless otherwise determined. The Engineer may accept an existing mixture design previously used on a Department project and may waive the trial batch to verify JMF1. Provide the Engineer with split samples of the mixtures and blank samples used to determine the ignition oven correction factors. The Engineer will determine the aggregate and asphalt correction factors from the ignition oven used for production testing in accordance with Tex-236-F.

The Engineer will use a TGC calibrated in accordance with Tex-914-F in molding production samples. If the SGC is used to design the mix, provide an SGC at the Engineer's field laboratory for use in molding production samples.

The Engineer may perform Tex-530-C and retain the tested sample for comparison purposes during production. The Engineer may waive the requirement for the boil test.

**3. JMF Field Adjustments.** If JMF adjustments are necessary to achieve the specified requirements, the adjusted JMF must:

- be provided to the Engineer in writing before the start on a new lot;
- be numbered in sequence to the previous JMF;
- meet the mixture requirements in Table 4 and Table 5;
- meet the master gradation limits shown in Table 8; and
- be within the operational tolerances of the current JMF listed in Table 11.

The Engineer may adjust the asphalt content to maintain desirable laboratory density near the optimum value while achieving other mix requirements.

**Table 11**  
**Operational Tolerances**

Description	Test Method	Allowable Difference Between Trial Batch and JMF1 Target	Allowable Difference from Current JMF Target
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	Must be Within Master Grading Limits in Table 8	±5.0 <sup>1,2</sup>
Individual % retained for sieves smaller than #8 and larger than #200			±3.0 <sup>1,2</sup>
% passing the #200 sieve			±2.0 <sup>1,2</sup>
Asphalt content, %	Tex-236-F	±0.5	±0.3 <sup>2</sup>
Laboratory-molded density, %	Tex-207-F	±1.0	±1.0
VMA, %, min	Tex-204-F	Note 3	Note 3

1. When within these tolerances, mixture production gradations may fall outside the master grading limits; however, the % passing the #200 will be considered out of tolerance when outside the master grading limits.
2. Only applies to mixture produced for Lot 1 and higher.
3. Mixture is required to meet Table 8 requirements.

**D. Production Operations.** Perform a new trial batch when the plant or plant location is changed. Take corrective action and receive approval to proceed after any production suspension for noncompliance to the specification. Submit a new mix design and perform a new trial batch when the asphalt content of:

- either RAP stockpile used in the mix is more than 0.5% higher than the value shown on the mixture design report; or
- RAS stockpile used in the mix is more than 2.0% higher than the value shown on the mixture design report.

**1. Storage and Heating of Materials.** Do not heat the asphalt binder above the temperatures specified in Item 300, “Asphalts, Oils, and Emulsions,” or outside the manufacturer’s recommended values. On a daily basis, provide the Engineer with the records of asphalt binder and hot-mix asphalt discharge temperatures (in legible and discernible increments) in accordance with Item 320, “Equipment for Asphalt Concrete Pavement.” Do not store mixture for a period long enough to affect the quality of the mixture, nor in any case longer than 12 hr. unless otherwise approved.

**2. Mixing and Discharge of Materials.** Notify the Engineer of the target discharge temperature and produce the mixture within 25°F of the target. Monitor the temperature of the material in the truck before shipping to ensure that it does not exceed 350°F (or 275°F for WMA) and is not lower than 215°F. The Department will not pay for or allow placement of any mixture produced at more than 350°F. When WMA is required, produce the WMA within the target temperature discharge range of 215°F and 275°F. Take corrective action any time the discharge temperature of the WMA

exceeds the target discharge range. The Engineer may suspend production operations if the Contractor's corrective action is not successful at controlling the production temperature within the target discharge range. Note that when WMA is produced, it may be necessary to adjust burners to ensure complete combustion such that no burner fuel residue remains in the mixture.

Control the mixing time and temperature so that substantially all moisture is removed from the mixture before discharging from the plant. The Engineer may determine the moisture content by oven-drying in accordance with Tex-212-F, Part II, and verify that the mixture contains no more than 0.2% of moisture by weight. The Engineer will obtain the sample immediately after discharging the mixture into the truck, and will perform the test promptly.

- E. Hauling Operations.** Before use, clean all truck beds to ensure that mixture is not contaminated. When a release agent is necessary, use a release agent on the Department's Material Producer List to coat the inside bed of the truck. Use only equipment for hauling as defined in Section 3267.4.G.3.c, "Hauling Equipment." Other hauling equipment may be used when allowed by the Engineer.
- F. Placement Operations.** Collect haul tickets from each load of mixture delivered to the project and provide the Department's copy to the Engineer approximately every hour, or as directed by the Engineer. Unless otherwise directed, use a non-contact infrared thermometer to measure and record the internal temperature of the mixture as discharged from the truck or material transfer device prior to or as the mix enters the paver and an approximate station number or GPS coordinates on each ticket. Calculate the daily yield and cumulative yield for the specified lift and provide to the Engineer at the end of paving operations for each day unless otherwise directed. The Engineer may suspend production if the Contractor fails to produce and provide haul tickets and yield calculations by the end of paving operations for each day.
- Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Remove vegetation from pavement edges. Place the mixture to meet the typical section requirements and produce a smooth, finished surface with a uniform appearance and texture. Offset longitudinal joints of successive courses of hot mix by at least 6 in. Place mixture so that longitudinal joints on the surface course coincide with lane lines, or as directed. Ensure that all finished surfaces will drain properly.
- Place the mixture at the rate or thickness shown on the plans. The Engineer will use the guidelines in Table 12 to determine the compacted lift thickness of each layer when multiple lifts are required. The thickness determined is based on the rate of 110 lb./sq. yd. for each inch of pavement unless otherwise shown on the plans.

**Table 12**  
**Compacted Lift Thickness and Required Core Height**

Mixture Type	Compacted Lift Thickness Guidelines		Minimum Untrimmed Core Height (in.) Eligible for Testing
	Minimum (in.)	Maximum (in.)	
A	3.00	6.00	2.00
B	2.50	5.00	1.75
C	2.00	4.00	1.50
D	1.50	3.00	1.25
F	1.25	2.50	1.25

- 1. Weather Conditions.** Place mixture when the roadway surface temperature is 60°F or higher unless otherwise approved. Measure the roadway surface temperature with a handheld infrared thermometer. The Engineer may allow mixture placement to begin prior to

the roadway surface reaching the required temperature requirements, if conditions are such that the roadway surface will reach the required temperature within 2 hours of beginning placement operations. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable in the opinion of the Engineer. The Engineer may restrict the Contractor from paving if the ambient temperature is likely to drop below 32°F within 12 hours of paving.

2. **Tack Coat.** Clean the surface before placing the tack coat. Unless otherwise approved, apply tack coat uniformly at the rate directed by the Engineer. The Engineer will set the rate between 0.04 and 0.10 gal. of residual asphalt per square yard of surface area. Apply the tack coat in a uniform manner to avoid streaks and other irregular patterns. Apply a thin, uniform tack coat to all contact surfaces of curbs, structures, and all joints. Allow adequate time for emulsion to break completely prior to placing any material. Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures. Roll the tack coat with a pneumatic-tire roller to remove streaks and other irregular patterns when directed.
3. **Lay-Down Operations.**
  - a. **Windrow Operations.** When hot mix is placed in windrows, operate windrow pickup equipment so that substantially all the mixture deposited on the roadbed is picked up and loaded into the paver.
  - b. **Hauling Equipment.** The Contractor may elect to use belly dumps, live bottom, or end dump trucks to haul and transfer mixture; however, with exception of paving miscellaneous areas, end dump trucks are only allowed when used in conjunction with an MTD with remixing capability unless otherwise allowed by the Engineer.
  - c. **Screed Heaters.** If the paver stops for more than 5 minutes, turn off screed heaters to prevent overheating of the mat.

- G. Compaction.** Uniformly compact the pavement to contain between 3.8% and 8.5% in-place air voids. When the in-place air voids exceed the range of 3.8% and 8.5%, take immediate corrective action to bring the operation within these tolerances. Areas defined in Section 3267.I.2 “Miscellaneous Areas,” are not subject to in-place air void determination. In all other areas, the Engineer may obtain and test cores and may suspend operations or require removal and replacement if the in-place air voids are less than 2.7% or greater than 9.9%. The Engineer will allow paving to resume when the proposed corrective action is likely to yield between 3.8% and 8.5% in-place air voids.

Furnish the type, size, and number of rollers required for compaction as approved. Use a pneumatic-tire roller to seal the surface unless excessive pickup of fines occurs. Use additional rollers as required to remove any roller marks. Use only water or an approved release agent on rollers, tamps, and other compaction equipment unless otherwise directed.

On the first day of production, use the control strip method given in Tex-207-F, Part IV, to establish the rolling pattern that will produce the desired in-place air voids unless otherwise directed.

Use tamps to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with rollers.

The Engineer may require rolling with a trench roller on widened areas, in trenches, and in other limited areas.

Complete all compaction operations before the pavement temperature drops below 160°F unless otherwise allowed. The Engineer may allow compaction with a light finish roller operated in static mode for pavement temperatures below 160°F.

Allow the compacted pavement to cool to 160°F or lower before opening to traffic unless otherwise directed. When directed, sprinkle the finished mat with water or limewater to expedite opening the roadway to traffic.

## H. Production Acceptance.

1. **Production Lot.** Each day of production is defined as a production lot. Lots will be sequentially numbered and will correspond to each new day of production. Note that lots are not subdivided into sublots for this specification.
2. **Production Sampling.**
  - a. **Mixture Sampling.** The Engineer may obtain mixture samples in accordance with Tex-222-F at any time during production.
  - b. **Asphalt Binder Sampling.** The Engineer may obtain or require the Contractor to obtain 1 qt. samples of the asphalt binder at any time during production from a port located immediately upstream from the mixing drum or pug mill in accordance with Tex-500-C, Part II. The Engineer may test any of the asphalt binder samples to verify compliance with Item 300, “Asphalts, Oils, and Emulsions.”
3. **Production Testing.** The Engineer will test at the frequency listed in the Department’s Guide Schedule of Sampling and Testing and this specification. The Engineer may suspend production if production tests do not meet specifications or are not within operational tolerances listed in Table 11. If the Engineer’s laboratory-molded density on any sample is less than 95.0% or greater than 98.0%, take immediate corrective action to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor’s corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

If the aggregate mineralogy is such that Tex-236-F does not yield reliable results, the Engineer may use alternate methods for determining the asphalt content and aggregate gradation. Use the applicable test procedure if an alternate test method is selected.

**Table 13**  
**Production and Placement Testing**

Description	Test Method
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F
Individual % retained for sieves smaller than #8 and larger than #200	
% passing the #200 sieve	
Laboratory-molded density	Tex-207-F
Laboratory-molded bulk specific gravity	
In-Place air voids	
VMA	Tex-204-F
Moisture content	Tex-212-F, Part II
Theoretical maximum specific (Rice) gravity	Tex-227-F

Description	Test Method
Asphalt content	Tex-236-F
Hamburg Wheel test	Tex-242-F
Recycled Asphalt Shingles (RAS) <sup>1</sup>	Tex-217-F, Part III
Asphalt binder sampling and testing	Tex-500-C
Tack coat sampling and testing	Tex-500-C, Part III
Boil test	Tex-530-C

1. Testing performed by the Construction Division or designated laboratory.

- a. **Voids in Mineral Aggregates (VMA).** The Engineer may determine the VMA for any production lot. Take immediate corrective action if the VMA value for any lot is less than the minimum VMA requirement for production listed in Table 8. Suspend production and shipment of the mixture if the Engineer's VMA result is more than 0.5% below the minimum VMA requirement for production listed in Table 8. In addition to suspending production, the Engineer may require removal and replacement or may allow the lot to be left in place without payment.
- b. **Hamburg Wheel Test.** The Engineer may perform a Hamburg Wheel test at any time during production, including when the boil test indicates a change in quality from the materials submitted for JMF1. In addition to testing production samples, the Engineer may obtain cores and perform Hamburg Wheel tests on any areas of the roadway where rutting is observed. When the production or core samples fail the Hamburg Wheel test criteria in Table 10, suspend production until further Hamburg Wheel tests meet the specified values. Core samples, if taken, will be obtained from the center of the finished mat or other areas excluding the vehicle wheel paths. The Engineer may require up to the entire lot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor's expense.

If the Department's or approved laboratory's Hamburg Wheel test results in a "remove and replace" condition, the Contractor may request that the Department confirm the results by retesting the failing material. The Construction Division will perform the Hamburg Wheel tests and determine the final disposition of the material in question based on the Department's test results.

4. **Individual Loads of Hot Mix.** The Engineer can reject individual truckloads of hot mix. When a load of hot mix is rejected for reasons other than temperature, contamination, or excessive uncoated particles, the Contractor may request that the rejected load be tested. Make this request within 4 hr. of rejection. The Engineer will sample and test the mixture. If test results are within the operational tolerances shown in Table 11, payment will be made for the load. If test results are not within operational tolerances, no payment will be made for the load and the Engineer may require removal.

## I. Placement Acceptance.

1. **Placement Lot.** A placement lot is defined as the area placed during a production lot (one day's production). Placement lot numbers will correspond with production lot numbers.
2. **Miscellaneous Areas.** Miscellaneous areas include areas that typically involve significant handwork or discontinuous paving operations, such as temporary detours, driveways, mailbox turnouts, crossovers, gores, spot level-up areas, and other similar areas. Temporary

detours are subject to in-place air void determination when shown on the plans. Miscellaneous areas also include level-ups and thin overlays when the layer thickness specified on the plans is less than the minimum untrimmed core height eligible for testing shown in Table 12. The specified layer thickness is based on the rate of 110 lb./sq. yd. for each inch of pavement unless another rate is shown on the plans. Compact miscellaneous areas in accordance with Section 3267.4.G, "Compaction." Miscellaneous areas are not subject to in-place air void determination.

3. **Placement Sampling.** Provide the equipment and means to obtain and trim roadway cores on site. On site is defined as in close proximity to where the cores are taken. Obtain the cores within 1 working day of the time the placement lot is completed unless otherwise approved. Unless otherwise shown on the plans, obtain two 6-in. diameter cores side-by-side at each location selected by the Engineer for in-place air void determination. For Type D and Type F mixtures, 4-in. diameter cores are allowed. Mark the cores for identification, measure and record the untrimmed core height, and provide the information to the Engineer. The Engineer will witness the coring operation and measurement of the core thickness. Visually inspect each core and verify that the current paving layer is bonded to the underlying layer. If an adequate bond does not exist between the current and underlying layer, take corrective action to ensure that an adequate bond will be achieved during subsequent placement operations.

Immediately after obtaining the cores from the roadway, trim the cores in accordance with Tex-207-F if the core heights meet the minimum untrimmed values listed in Table 12. Trim the cores on site in the presence of the Engineer. Use a permanent marker or paint pen to record the date and lot number on each core as well as the designation as Core A or B. The Engineer may require additional information to be marked on the core and may choose to sign or initial the core. The Engineer will take custody of the cores immediately after they are trimmed and will retain custody of the cores until the Department's testing is completed. Prior to turning the trimmed cores over to the Engineer, the Contractor may elect to wrap the trimmed cores or secure them in a manner that will reduce the risk of possible damage occurring during transport by the Engineer. After testing, the Engineer will return the cores to the Contractor.

The Engineer may elect to have the cores transported back to the Department's laboratory at the HMA plant via the Contractor's haul truck or other designated vehicle. In such cases where the cores will be out of the Engineer's possession during transport, the Engineer will use the Construction Division's protocol to provide a secure means and process that protects the integrity of the cores during transport.

In lieu of the Contractor trimming the cores on site immediately after coring, the Engineer and the Contractor may mutually agree to have the trimming operations performed at an alternate location such as a field laboratory or other similar location. In such cases, the Engineer will take possession of the cores immediately after they are obtained from the roadway and will retain custody of the cores until testing is completed. Either the Department or Contractor representative may perform trimming of the cores. The Engineer will witness all trimming operations in cases where the Contractor representative performs the trimming operation.

Immediately after obtaining the cores, dry the core holes and tack the sides and bottom. Fill the hole with the same type of mixture and properly compact the mixture. Repair core holes with other methods when approved.

4. **Placement Testing.** The Engineer may measure in-place air voids at any time during the project to verify specification compliance.
  - a. **In-Place Air Voids.** The Engineer will measure in-place air voids in accordance with Tex-207-F and Tex-227-F. Cores not meeting the height requirements in Table 12 will not be tested. Before drying to a constant weight, cores may be pre-dried using a Corelok or similar vacuum device to remove excess moisture. The Engineer will use the corresponding theoretical maximum specific gravity to determine the air void content of each core. The Engineer will use the average air void content of the two cores to determine the in-place air voids at the selected location.

The Engineer will use the vacuum method to seal the core if required by Tex-207-F. The Engineer will use the test results from the unsealed core to if the sealed core yields a higher specific gravity than the unsealed core. After determining the in-place air void content, the Engineer will return the cores and provide test results to the Contractor.

5. **Irregularities.** Identify and correct irregularities including but not limited to segregation, rutting, raveling, flushing, fat spots, mat slippage, irregular color, irregular texture, roller marks, tears, gouges, streaks, uncoated aggregate particles, or broken aggregate particles. The Engineer may also identify irregularities, and in such cases, the Engineer will promptly notify the Contractor. If the Engineer determines that the irregularity will adversely affect pavement performance, the Engineer may require the Contractor to remove and replace (at the Contractor's expense) areas of the pavement that contain irregularities and areas where the mixture does not bond to the existing pavement. If irregularities are detected, the Engineer may require the Contractor to immediately suspend operations or may allow the Contractor to continue operations for no more than 1 day while the Contractor is taking appropriate corrective action.
6. **Ride Quality.** Use Surface Test Type A to evaluate ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

**3267.5. Measurement.** Hot mix will be measured by the ton of composite hot mix, which includes asphalt, aggregate, and additives. Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment."

**3267.6. Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under Article 3267.5, "Measurement," will be paid for at the unit price bid for "Dense Graded Hot-Mix Asphalt (SQ)" of the type, surface aggregate classification, and binder specified. These prices are full compensation for surface preparation; materials including tack coat; placement; equipment; labor; tools; and incidentals.

Trial batches will not be paid for unless they are included in pavement work approved by the Department.

Pay adjustment for ride quality if applicable will be determined in accordance with Item 585, "Ride Quality for Pavement Surfaces."



### Service Agreement

Excel Medical Waste Disposal  
 PO Box 690047  
 Houston, TX 77269

888-738-0833 Toll Free  
 866-893-6947 Toll Free Fax

Account Type: WM Renewal  
 Account # 1284-0001 to 0008

**Service Address**

Name	*See Attachment Provided		
Address			
City	State	Zip	
Phone	Fax		

**Primary Customer Contact**

Name	*See Attachment Provided		
Title			
Phone			
E-mail			

**Billing Information**

Name	Jefferson County Auditor's Office		
Address	1149 Pearl Street, 7 <sup>th</sup> Floor		
City	Beaumont	State TX	Zip 77701
Contact	Deborah L. Clark	Phone	409.835.8593
Email	syphrett@co.jefferson.tx.us		

**Additional Information**

Office Hours	
Holidays Closed	Standard
Tax Exempt #	
Purchase Order	
Affiliation	

<input checked="" type="checkbox"/> <b>Regulated Medical Waste Service</b>	Containers included per stop: 1 *Crime Lab, 6 containers at \$410.40/mo.	Additional Containers: \$68.40	Frequency: Every 4 Weeks
Monthly Service Fee (for all checked services above, 1 RMW container): \$68.40	Set-Up Fee: N/A	Unscheduled Pick Up Fee: \$90.00	

**Contract Effective Date:** 03.09.15 ← Billing begins on this date  
**Requested Date of First Pickup:** \* Continue as Scheduled

1. **Term and Renewal:** Subject to the provisions below, the term ("Term") of this Agreement shall expire effective July 22<sup>nd</sup> of 2015. This Agreement shall not renew for successive term(s).  
 2. By signing below the representative of each party acknowledge that he/she is an authorized officer or agent of his/her respective party and has the full authority to bind its respective party to this agreement and its terms and conditions that are incorporated in this Agreement. Please read carefully before signing this agreement. This agreement is void where prohibited by applicable law.

*[Signature]*      **March 9, 2015**  
 Customer Signature &      Date  
 JEFF BRANICK      COUNTY JUDGE

*[Signature]*      **03.09.15**  
 Excel Medical Waste Representative Signature      Date  
 Lee McMorries, Regional Account Executive; 03.09.15

Printed Name &      Date

**Credit Card Automatic Payment Authorization:** I authorize a periodic automatic payment from the credit card account listed below for service provided under this contract. I understand that I may cancel this automatic payment authorization by providing 15 days written notice prior to the payment due date at the address above.

Type (Amex, Visa, MC, Discover):	*
Cardholder's Name:	*
Credit Card Number:	*
Card Expiration (MM/YY):	*
Cardholder's Signature:	

**ATTEST DATE** *[Signature]*  

 JEFFERSON COUNTY, TEXAS

## Terms and Conditions

### **1. Medical Waste Services:**

**A. "Infectious Waste"**, as used in this Agreement, means: Isolation waste, cultures and stocks of infectious agents and associated biological human blood and blood products, pathological waste, trace chemotherapy waste, contaminated sharps, waste from surgery and autopsy, miscellaneous laboratory waste, dialysis or disposable linen substitutes and any other waste defined as "infectious waste", "medical waste", "biohazardous waste" or any similar terminology under applicable laws or regulations.

"Infectious Waste" shall NOT include: hazardous or toxic fluids, research or productive mycotoxins, heavy metals (lead or mercury), bulk chemicals or reagents, volatiles, explosives, pressurized containers, fetal and anatomical remains, bulk chemotherapy waste, radioactive waste, and all hazardous waste as defined in any applicable federal, state or local laws or regulations or any other items or materials not specifically included within the definition of infectious wastes set forth previously.

**B.** EXCEL will pick up all of the Customer's infectious waste in a manner consistent with the applicable federal, state and local laws and regulations and according to a schedule agreed upon by the parties in accordance with the customer's disposal needs as itemized in the attached Service Agreement /Service Terms. This schedule may, from time to time, be changed by mutual consent in writing to reflect changes in operating conditions of either party. All infectious wastes picked up from customer will be transported to a licensed and/or permitted medical waste treatment facility where waste materials will be treated either by steam sterilization (autoclaving) or incineration in accordance with all applicable federal, state or municipal regulations. Treated medical waste will then be disposed of in a permitted sanitary landfill.

**C. Waste Protocol:** EXCEL will provide containers for the transport of infectious waste. The Customer will compensate EXCEL in accordance with the Service Terms. The Customer will ensure that all infectious waste deposited in the containers conforms to all local, state and federal regulations and is packaged, segregated, and labeled in appropriate containers; i.e. pathological waste packaged in labeled boxes, chemotherapy waste in labeled containers, etc. in conformity with applicable local, state and federal regulations. EXCEL may at its sole discretion refuse to collect containers that are improperly packaged, labeled, or wet or leaking. To ensure compliance with packaging requirements and safety of EXCEL employees, EXCEL reserves the right to charge a minimum overweight penalty of \$.65 per lb. when weights exceed the following: Cart - 90lbs., Tub - 45lbs., and Box - 45lbs.

**D.** EXCEL will provide the Customer the documentation required by local, state and federal agencies and maintain the associated records for a period of three (3) years or longer as required by the local, state and federal law. When permissible by respective state regulations, EXCEL reserves the right to provide documentation electronically and may charge a fee to return the original manifest.

### **2. Hold Harmless/Indemnification:**

**A.** EXCEL will indemnify and hold harmless the Customer, its agents and employees from all liability, claims, actions and costs arising from wrongful acts or omissions of EXCEL, its agents, servants, employees or subcontractors, including the cost of defense and attorney's fees.

**B.** Customer will indemnify and hold harmless EXCEL, its agents and employees from all liability, claims, actions, and costs arising from Customer's breach of this Agreement or the wrongful acts or omissions of the Customer, its agents, servants, employees or subcontractors, including the cost of defense and attorney's fees.

**3. Termination:** EXCEL or Customer shall have the right to terminate this Agreement as of the end of the initial term or successive term effective upon sixty (60) days prior written notice by certified mail. Termination of Agreement due to bankruptcy or business closure shall require a (60) day prior written notice by Certified Mail, and may be subject to debtor claim. Customer change of ownership shall require a (60) day prior written notice by Certified Mail, and subsequent ownership will assume the Agreement to full term. Termination of Agreement by Customer for reasons other than stated shall require a (60) day prior written notice by Certified Mail and be subject to penalty of full remaining term payment.

**4. Adjustments:** Because disposal, fuel, and transportation costs constitute a significant portion of the cost of EXCEL's service provided hereunder, Customer agrees that EXCEL may increase the rate hereunder proportionally to adjust for any increase in such costs. Customer agrees that EXCEL may also increase rates from time to time to adjust for increases in the Consumer Price Index, and Customer agrees that EXCEL may also proportionally pass through to Customer any increases in taxes, fees or other governmental charges assessed against or passed through to EXCEL (other than income or real property taxes).

**5. Service Changes:** Changes to the type, size and frequency of service with corresponding adjustments to the rates, may be made by the mutual agreement of both parties, evidenced either in writing or by the practices and the actions of the parties, without affecting the validity of this agreement and this agreement shall be deemed amended accordingly. The Customer will incur a "No Waste Stop Charge" (equal to their current container rate or \$50 whichever is greater) in the event that no waste is available to be picked up by EXCEL during a scheduled service as itemized in the Service Terms. The "No Waste Stop Charge" applies if scheduled service is NOT cancelled by the Customer a minimum of 48 hours in advance and will be charged at EXCEL's discretion.

**6. Entire Agreement:** This Agreement embodies the whole agreement of the parties including EXCEL off-site services. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

**7. Governing Law:** This Agreement shall be governed by the laws of the State of Texas without regard to Conflict of Laws provisions.

**8. Binding Arbitration:** Disputes arising under this Agreement, which cannot be resolved by and between the parties, shall be submitted to binding arbitration in the Harris County, Texas, and arbitrated in accordance with the rules of the American Arbitration Association.

**9. Assignment:** EXCEL may assign any or all of its rights and duties under this Agreement at any time upon written notification to the Customer. The Customer may assign its rights or duties under this Agreement with the prior written consent of EXCEL.

**10. Notices:** All notices which may be or are required to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person, transmitted by email, transmitted by telecopy, or mailed by certified first class mail, postage prepaid, return receipt requested, to the parties at the fax number or mailing address set out on the first page of this Agreement.

**11. Excel Compliance Premier Plus:** Customers choosing Excel Compliance Premier Plus will receive annual OSHA Audits to ensure facility is ready for an audit, Annual BPP and HIPAA training conducted on site annually. Plus Compliance NOW (this provides online access to the following products:

MSDS - The complete MSDS database

CPR - The complete CFR database

Federal Register - The complete Federal Register Database

ICD-9 - The complete ICD-9 Database, ICD-10 - The complete ICD-10 Database, ICD-9 to ICD-10 Conversion - The complete ICD-9 to ICD-10 Conversion program

Safety Plans - The complete set of Safety Plans, Safety Audits - The complete set of Safety Audits

Bloodborne Pathogens Training - Bloodborne training program (ten sessions per year)

Each Excel Compliance NOW customer will be given ten (10) training sessions (credits) each calendar year that expire at the end of the year they were issued. Excel Compliance NOW customers will be given the opportunity to purchase additional training sessions.

Lee,

Below, please find the information you requested in your last email. Please let me know should you need any further information.

Thank you,

Jamey West, Contract Specialist  
Jefferson County Purchasing Department  
1001 Pearl Street, 3rd Floor  
Beaumont, Texas 77701  
409.835.8593 phone  
409.835.8456 fax  
jwest@co.jefferson.tx.us

Billing should be divided per each location and mailed to our Auditing Department at:

Jefferson County Auditor's Office  
1149 Pearl Street, 7th Floor  
Beaumont, TX 77701  
Attention: Fran Lee, Financial Manager

Jefferson County Women's Center (formerly Restitution Center)  
Contact Person: Kim Atkins, Program Director  
katkins@co.jefferson.tx.us  
409-434-5478 phone  
145 S. 11th Street

Beaumont, TX

Jefferson County Crime Lab

Contact Person: Linda Johnson, Director

[ljohnson@co.jefferson.tx.us](mailto:ljohnson@co.jefferson.tx.us)

409-726-2577 phone

5030 Highway 69 S.

Beaumont, TX

Jefferson County Employee Health

Contact Person: Leslie Little, Director

[llittle@co.jefferson.tx.us](mailto:llittle@co.jefferson.tx.us)

409-784-5881 phone

1225 Pearl, Suite 146-A

Beaumont, TX

Minnie Rogers Juvenile Justice Center

Contact Person: Ed Cockrell, Chief Juvenile Probation Officer

[ecockrell@co.jefferson.tx.us](mailto:ecockrell@co.jefferson.tx.us)

409-983-8370 phone

5326 Highway 69 S.

Beaumont, TX

Jefferson County Community Supervision

Contact Person: Jerry Johnson, Director

[johnson@co.jefferson.tx.us](mailto:johnson@co.jefferson.tx.us)

409-951-2253 phone

820 Neches Street

Beaumont, TX

Jefferson County Adult Probation

Contact Person: Dianna Columbus, Supervisor

[dcolumbus@co.jefferson.tx.us](mailto:dcolumbus@co.jefferson.tx.us)

409-983-8367 phone

246 Dallas Avenue

Port Arthur, TX

Jefferson County Public Health Unit II

Contact Person: Wayne Morris, Administrative Director

[wmorris@co.jefferson.tx.us](mailto:wmorris@co.jefferson.tx.us)

409-983-8380 phone

246 Dallas Avenue

Port Arthur, TX

Juvenile Justice – Port Arthur Office

Contact Person: Ed Cockrell, Chief Juvenile Probation Officer

[ecockrell@co.jefferson.tx.us](mailto:ecockrell@co.jefferson.tx.us)

409-983-8370 phone

900 4th Street

Port Arthur, TX

Customer Site Name: N/A  
Customer Site ID: N/A

Crown Site Name: TX PINE ISLAND CCI  
Crown Business Unit: 800170  
License Number: 83391  
Amendment Number: 450362

## SECOND AMENDMENT TO TOWER LICENSE AGREEMENT

This Second Amendment to Tower License Agreement (this "Amendment") is made this \_\_\_\_\_ day of March 9, 2015, by and between Crown Communication LLC, a Delaware limited liability company d/b/a Crown Comm LLC in the state of Texas (Crown Communication Inc., a Delaware corporation, formerly known as Crown Comm Inc. in the state of Texas, was converted pursuant to Delaware law to Crown Communication LLC, effective December 31, 2010) ("Crown") and Jefferson County, Texas, a county government entity ("Customer").

### RECITALS:

**WHEREAS**, Crown (and/or certain of its affiliates and/or predecessors-in-interest) and Customer (and/or certain of its affiliates and/or predecessors-in-interest) entered into a certain Tower License Agreement dated May 17, 2004, as may have been previously amended and/or assigned, and as may be subject to any master agreement or any other agreement(s) pertaining thereto (collectively, the "Co-Location Agreement"), whereby Customer leases or licenses from Crown certain space at a telecommunications facility known as TX Pine Island CCI, Crown BU# 800170 (the "Site"); and

**WHEREAS**, on January 26, 2015, Crown and Customer entered into a certain First Amendment to Tower License Agreement (the "First Amendment"), which First Amendment amended the Co-Location Agreement; and

**WHEREAS**, Crown and Customer desire to amend the Co-Location Agreement pursuant to the terms and subject to the conditions set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

1. **Capitalized Terms.** Unless clear from the context in which they are used, all capitalized terms used herein shall have the same meanings ascribed to them in the Co-Location Agreement.

2. **Delete and Replace.** Notwithstanding the date of this Amendment, and effective as of the date of full execution of the First Amendment, Section 2 of the First Amendment is hereby deleted in its entirety and replaced and superseded by and with the following:

**"Term Extension.** The term of the Co-Location Agreement that expired or is scheduled to expire on June 30, 2014 (the "Term") shall be extended, or shall be deemed to have been extended, commencing effective as of the expiration of said Term as set forth in the Co-Location Agreement (the "Extension Commencement Date"), and expiring on June 30, 2024 (the "Extension Expiration Date")."

3. **Modifications to Equipment.** Notwithstanding anything to the contrary in the Co-Location Agreement, Customer shall apply to make modifications to its equipment by submitting an application form to Crown (as such form may be amended by Crown from time to time). A structural analysis, AM detuning study or an intermodulation study may be required by Crown in connection with a proposed modification, and Customer will be liable for the cost thereof. Any approved modification shall be evidenced by an amendment to the Co-Location Agreement, and the approved application, together with a tower level drawing and site plan (as required by Crown), describing all of Customer's permitted equipment and the locations thereof, shall be exhibits to said amendment.

Prepared by: C. McCullough  
Prepared on: 2/23/2015  
Revised on:  
SLA\_TLA Renegotiation Amendment Template Version: 2/16/11

App Rev #: 0  
LRF Rev #: 1

Template Version: 2/11/15

Customer Site Name: N/A  
Customer Site ID: N/A

Crown Site Name: TX PINE ISLAND CCI  
Crown Business Unit: 800170  
License Number: 83391  
Amendment Number: 450362

4. **Full Force and Effect; Inconsistent Terms.** Except as expressly set forth in this Amendment, the Co-Location Agreement is otherwise unmodified, shall remain in full force and effect and is incorporated and restated herein as if fully set forth at length. In the event of any inconsistencies between the Co-Location Agreement and this Amendment, the terms of this Amendment shall control. Each reference in the Co-Location Agreement to itself shall be deemed to also refer to this Amendment.

[Remainder of Page Intentionally Left Blank]

Prepared by: C. McCullough  
Prepared on: 2/23/2015  
Revised on:  
SLA\_TLA Renegotiation Amendment Template Version: 2/16/11

App Rev #: 0  
LRF Rev #: 1

Template Version: 2/11/15

Customer Site Name: N/A  
Customer Site ID: N/A

Crown Site Name: TX PINE ISLAND CCI  
Crown Business Unit: 800170  
License Number: 83391  
Amendment Number: 450362

IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

**CROWN:**

Crown Communication LLC,  
a Delaware limited liability company

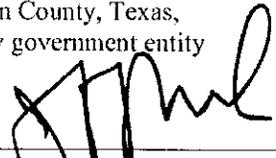
By:   
Print Name: JOHN M. MASSIMINO  
LICENSING MANAGER

Title: \_\_\_\_\_

Execution Date: MAR 17 2015

**CUSTOMER:**

Jefferson County, Texas,  
a county government entity

By:   
Print Name: Jeff Branick

Title: County Judge

Execution Date: 03/09/2015

Prepared by: C. McCullough  
Prepared on: 2/23/2015  
Revised on:  
SLA\_TLA Renegotiation Amendment Template Version: 2/16/11

App Rev #: 0  
LRF Rev #: 1

Template Version: 2/11/15

**CONTRACT RENEWAL FOR IFB 12-011/JW**  
**TERM CONTRACT FOR INSECTICIDES, HERBICIDES, SPRAY ADJUVANTS, AND**  
**ADULTICIDES FOR JEFFERSON COUNTY MOSQUITO CONTROL DISTRICT**

The County entered into a contract with ADAPCO, Inc. for one (1) year, from April 23, 2012 to April 22, 2013, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a third additional one (1) year renewal from April 20, 2015 to April 19, 2016.

ATTEST:

JEFFERSON COUNTY, TEXAS

\_\_\_\_\_  
Carolyn L. Guidry, County Clerk

\_\_\_\_\_  
Jeff Branick, County Judge

CONTRACTOR:  
ADAPCO, Inc.

\_\_\_\_\_  
(Name) JASON TRUMBETTA, ASST. SECRETARY

**CONTRACT RENEWAL FOR IFB 12-011/JW**  
**TERM CONTRACT FOR INSECTICIDES, HERBICIDES, SPRAY ADJUVANTS, AND**  
**ADULTICIDES FOR JEFFERSON COUNTY MOSQUITO CONTROL DISTRICT**

The County entered into a contract with Alligare, LLC. Inc. for one (1) year, from April 23, 2012 to April 22, 2013, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a third additional one (1) year renewal from April 20, 2015 to April 19, 2016.

ATTEST:

JEFFERSON COUNTY, TEXAS

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Carolyn L. Guidry, County Clerk

---

Jeff Branick, County Judge

CONTRACTOR:  
Alligare, LLC.

  
(Name)

**CONTRACT RENEWAL FOR IFB 12-011/JW**  
**TERM CONTRACT FOR INSECTICIDES, HERBICIDES, SPRAY ADJUVANTS, AND**  
**ADULTICIDES FOR JEFFERSON COUNTY MOSQUITO CONTROL DISTRICT**

The County entered into a contract with Crop Production Service, Inc. for one (1) year, from April 23, 2012 to April 22, 2013, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a third additional one (1) year renewal from April 20, 2015 to April 19, 2016.

ATTEST:

JEFFERSON COUNTY, TEXAS

\_\_\_\_\_  
Carolyn L. Guidry, County Clerk

\_\_\_\_\_  
Jeff Branick, County Judge

CONTRACTOR:  
Crop Production Service, Inc.

  
\_\_\_\_\_  
(Name)

**CONTRACT RENEWAL FOR IFB 12-011/JW  
 TERM CONTRACT FOR INSECTICIDES, HERBICIDES, SPRAY ADJUVANTS, AND  
 ADULTICIDES FOR JEFFERSON COUNTY MOSQUITO CONTROL DISTRICT**

The County entered into a contract with Target Specialty Products for one (1) year, from April 23, 2012 to April 22, 2013, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a third additional one (1) year renewal from April 20, 2015 to April 19, 2016.

ATTEST:

JEFFERSON COUNTY, TEXAS

\_\_\_\_\_  
 Carolyn L. Guidry, County Clerk

\_\_\_\_\_  
 Jeff Branick, County Judge

CONTRACTOR:  
 Target Specialty Products

*Mike Nichols*  
 \_\_\_\_\_  
 (Name)  
 Mike Nichols  
 Vector Business Manager

# Change Order

No. 1

Date of Issuance: 3-23-15 Effective Date: 3-23-15

Project: <u>US 90 Crossover at Green Pond Gully Rd</u>	Owner: <u>Jefferson County</u>	Owner's Contract No.: <u>IFB 14-048/KJS</u>
Contract:		Date of Contract: <u>11-24-14</u>
Contractor: <u>APAC-Texas, Inc.</u>		Engineer's Project No.:

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: To increase the quantity for Barricades, Signs and Traffic Handling by one month at an additional cost of \$2,000 with no change in Contract Time.

Attachments: (List documents supporting change):

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days
<u>\$196,485.50</u>	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
\$ _____	Substantial completion (days): _____
	Ready for final payment (days): _____

Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
<u>\$196,485.50</u>	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
<u>\$2,000.00</u>	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____

Contract Price Incorporating this Change Order:	Contract Times with all approved Change Orders:
<u>\$198,485.50</u>	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____

RECOMMENDED:  
By: [Signature]  
Engineer (Authorized Signature)  
Date: 3/17/15

ACCEPTED:  
By: [Signature]  
Jefferson County Judge  
Date: MARCH 23, 2015

ACCEPTED:  
By: [Signature]  
Contractor (Authorized Signature)  
Date: 3/17/2015

Approved by Funding Agency (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

ATTEST \_\_\_\_\_  
DATE \_\_\_\_\_

PO# 061865

A505

### Texas Department of Agriculture Construction Contract Change Order

<b>Owner:</b> Jefferson County 149 Pearl Street Beaumont, Texas 77701  Phone No.: 409-835-8593 1/23/15	<b>Contract For:</b> Force Main Improvements Cheek Community Phase IV IFB 14-046/KJS  <b>Project Location:</b> Cheek Area Community, Jefferson County, Texas	<b>Region:</b> SETRPC  <b>TxCDBG Contract No:</b> 713250  <b>Change Order:</b> No. 3				
<b>Contractor:</b> T. Johnson Industries, Inc. P.O.Box 8009 Lumberton, Texas 77657  Phone No.: 409-246-2440	<b>Engineer:</b> ActionCivil Engineers, PLLC 3727 Doctors Drive Port Arthur, Texas 77642  Phone No.: 409-983-6263					
Owner is requesting TDA review to determine eligibility of change order expenses.						
<b>Changes to Existing Line Items (Items from original bid or added in previous change order only)</b>						
Item No.	Item Description	Current Quantity	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price
	Rain Days for February					
<b>New Items Requested (Items without a unit price in the original bid)</b> Provide Explanation (attach separate documentation if necessary):						
Item No.	Item Description	Current Quantity	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price
<b>TOTAL</b>						

Change in Contract Price		Change in Contract Time (Calendar Days)		
Original Contract Price:	\$ 139,314.00	Original Contract Time:	120 days	
Previous Change Order(s): No. to No.	\$ .	Net Change From Previous Change Orders:	10 days	
Contract Price Prior to this Change Order:	\$ 139,314.00	Contract Time Prior to this Change Order:	130 days	
Net Increase/Decrease of this Change Order:		Net Increase/Decrease of this Change Order:	3 days	
Contract Price With all Approved Change Orders:	\$ 139,314.00	Contract Time With all Change Orders:	133 days	
Cumulative Percent Change in Contract Price (+/-):	0.00%			
Construction Contract Start Date: (mm/dd/yy)	12/1/2014	Construction Contract End Date: (mm/dd/yy)	4/13/2015	
Notice: * Generally, a cumulative change in the contract price in excess of 25% cannot be approved. * Reimbursement of costs submitted in this change order are subject to approval by the Department. See TxCDBG Project Implementation Manual Section 5.2.5.				
Region: SETRPC		TxCDBG Contract No: 713250		
Grant Recipient: Jefferson County		Change Order No. 3		
JUSTIFICATION FOR CHANGE		Increase	Decrease	No Change
1. Effect of this change on scope of work:		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Effect on operation and maintenance costs:		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Yes	No	N/A
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement ? If yes, please attach Performance Statement modification request.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction ? If "Yes", is an Environmental Re-assessment required?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are other TxCDBG contractual special condition clearance still valid ? (if no, specify)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

APPROVED: by Grant Recipient (Required)

Signature: Jeff R. Branick Title: County Judge Date: March 23, 2015

RECOMMENDED: BY: <u>Mark Kelly</u> ENGINEER Date: <u>2-26-15</u>	ACCEPTED: BY: <u>STEVE HARRIS</u> CONTRACTOR Date: <u>2-25-15</u>
---	--

To receive an email copy of the TDA response, provide information below:

	Name	Email address
Grant Recipient	Mario Watkins	mwalkins@co.jefferson.tx.us
Admin Consultant	Vivian L. Ballou	vballou@carlgriffith.com
Engineering Consultant	Will Larrain, P.E.	wlarrain@dpengineersinc.com

For office use only:		Eligible Change Order	
Net Increase/Decrease of this Change Order Requested	\$	Net Increase/Decrease of this Change Order Requested	days
Net Increase/Decrease of this Change Order Requested	\$	Net Increase/Decrease of this Change Order Requested	days
Contract Price With all Approved Change Orders	\$	Contract Price With all Approved Change Orders	days
Notes			
Regional Coordinator		Date	
Manager		Date	



Change in Contract Price		Change in Contract Time (Calendar Days)		
Original Contract Price:	\$ 139,314.00	Original Contract Time:	120 days	
Previous Change Order(s): No. 1 to No. 3	\$ -	Net Change From Previous Change Orders:	13 days	
Contract Price Prior to this Change Order:	\$ 139,314.00	Contract Time Prior to this Change Order:	133 days	
Net Increase/Decrease of this Change Order:	(10,270.00)	Net Increase/Decrease of this Change Order:	0 days	
Contract Price With all Approved Change Orders:	\$ 129,044.00	Contract Time With all Change Orders:	133 days	
Cumulative Percent Change in Contract Price (+/-):	-7.37%			
Construction Contract Start Date: (mm/dd/yy)	12/1/2014	Construction Contract End Date: (mm/dd/yy)	4/13/2015	
Notice: * Generally, a cumulative change in the contract price in excess of 25% cannot be approved. * Reimbursement of costs submitted in this change order are subject to approval by the Department. See TxCDBG Project Implementation Manual Section 5.2.5.				
Region: SETRPC		TxCDBG Contract No: 713250		
Grant Recipient: Jefferson County		Change Order No. 4		
JUSTIFICATION FOR CHANGE		Increase	Decrease	No Change
1. Effect of this change on scope of work:		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Effect on operation and maintenance costs:		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Yes	No	N/A
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement? If yes, please attach Performance Statement modification request.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction? If "Yes", is an Environmental Re-assessment required?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are other TxCDBG contractual special condition clearance still valid? (if no, specify)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

APPROVED: by Grant Recipient (Required)

Signature: Jeff R. Branick Title: County Judge Date: March 23, 2015

RECOMMENDED:	ACCEPTED:
BY: <u>Mak Kelly</u>	BY: <u>Terry</u>
ENGINEER	CONTRACTOR
Date: <u>3/10/15</u>	Date: <u>3-10-15</u>

To receive an email copy of the TDA response, provide information below:

	Name	Email address
Grant Recipient	Mario Watkins	mwatkins@co.jefferson.tx.us
Admin Consultant	Vivian L. Ballou	vballou@carlgriffith.com
Engineering Consultant	Will Larrain, P.E.	wlarrain@dpengineersinc.com

For office use only: Eligible Change Order

Net Increase/Decrease of this Change Order Requested	\$	Net Increase/Decrease of this Change Order Requested	days
Net Increase/Decrease of this Change Order Requested	\$	Net Increase/Decrease of this Change Order Requested	days
Contract Price With all Approved Change Orders	\$	Contract Price With all Approved Change Orders	days

Notes:

Regional Coordinator \_\_\_\_\_ Date \_\_\_\_\_

Manager \_\_\_\_\_ Date \_\_\_\_\_

ATTEST \_\_\_\_\_  
DATE \_\_\_\_\_



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

---

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent *dc*

Date: March 17, 2015

Re: Disposal of Salvage Property – Computers and Equipment

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (a) (4), by donating it to a charitable organization, Goodwill Industries.

Thank you.

Jefferson County, Texas  
 1149 Pearl Street  
 Beaumont, TX 77701

Donation of Salvage Property  
 Computer Equipment  
 to  
 Goodwill Industries

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	DEPARTMENT	ASSET NO.
	<b>PERSONAL COMPUTERS</b>			
MIS	GATEWAY E4000	0028315012	SMG	26954
MIS	GATEWAY E-4000 DELUX	0031621861	31BT	27798
MIS	GATEWAY E-4000 DELX	0031830698	31BT	30125
MIS	GATEWAY E4100C DELUX	0033226417	53BT	29829
MIS	GATEWAY E4100C DELUX	0033226418	14BT	28583
MIS	DELL OPTIPLEX 170L	D5L1S51	P4BT	28765
MIS	GATEWAY E4300	0035022299	60BT	28951
MIS	GATEWAY E4300	0035481532	74BT	29419
MIS	SONY PCG-7D2L	3000687	12BT	29257
MIS	GATEWAY E-4300	0036034852	31BT	29724
MIS	GATEWAY E-4300	0036034836	31BT	29726
MIS	GATEWAY E-4300	0036034857	31BT	29731
MIS	GATEWAY E-6500D SB	0036578626	31BT	29929
MIS	GATEWAY E-6500D SB	0036578627	31BT	29930
MIS	GATEWAY E-6500D SB	0036578628	31BT	29931
MIS	GATEWAY E-6500D SB	0036578642	NURSE	29869
MIS	GATEWAY E-6500D SB	0036578650	DRUG	29883
MIS	GATEWAY E-6500D SB	0036860590	74BT	30046
MIS	GATEWAY E-6500 SB	0037144289	53BT	30345
MIS	GATEWAY E-6610D SB	0037234506	DRUG	30462
MIS	GATEWAY E-6610D SB	0037234499	DRUG	30463

Goodwill Industries

Approved by Commissioners' Court: \_\_\_\_\_

Jefferson County, Texas  
 1149 Pearl Street  
 Beaumont, TX 77701

Donation of Salvage Property  
 Computer Equipment  
 to  
 Goodwill Industries

MIS	GATEWAY E-6610D SB	0037234512	75PA	30537
MIS	GATEWAY E-6610D SB	0037234475	75PA	30530
MIS	GATEWAY E-6610D SB	0037234483	75PA	30531
MIS	GATEWAY E-6610D SB	0037234502	75PA	30532
MIS	GATEWAY E-6610D SB	0037234482	75PA	30534
MIS	GATEWAY E-6610D SB	0037234495	75PA	30536
MIS	GATEWAY E-6610D SB	0037234471	68HS	30658
MIS	GATEWAY E-6610D SB	0037234480	59BT	30710
MIS	GATEWAY E-6610D SB	0038993387	31BT	30978
MIS	GATEWAY E-6610D SB	0039116250	53BT	31140
MIS	GATEWAY E-6610D SB	0039116251	53BT	31141
MIS	GATEWAY E-6610D SB	0039144128	31BT	31314
MIS	GATEWAY E-6610D	0039225717	P4BT	32110
MIS	GATEWAY E-6610D	0040454245	75PA	32342
MIS	GATEWAY E-6610D	0040454235	75PA	32343
MIS	GATEWAY E-6610D	0040454215	75PA	32345
MIS	GATEWAY E-6610D	0040454255	75PA	32346
MIS	GATEWAY E-6610D	0040454209	75PA	32348
MIS	GATEWAY E-6610D	0040454246	30BT	32377
MIS	GATEWAY E-6610D	0040454217	30BT	32380
MIS	GATEWAY E-6610D	0040525126	35BT	32509
MIS	GATEWAY E-6610D	0040525167	DRUG	32533
MIS	GATEWAY E-6610D	0004500424	39BT	32846
MIS	GATEWAY E-6610D	39144128	31BT	31374

Goodwill Industries

Approved by Commissioners' Court: \_\_\_\_\_

Jefferson County, Texas  
 1149 Pearl Street  
 Beaumont, TX 77701

Donation of Salvage Property  
 Computer Equipment  
 to  
 Goodwill Industries

MIS	GATEWAY E-6610D	40525165	NURSE	32636
MIS	GATEWAY E6610D	40525170	NURSE	32635
MIS	GATEWAY E-6610D	40454243	74BT	32353
MIS	GATEWAY 6610	40454227	74BT	32352
MIS	GATEWAY 6610	40454219	74BT	32357
MIS	GATEWAY 4000	31621857	31BT	27794
	<b>PRINTERS</b>			
MIS	HP LJ 600M601	CNCCFD104F	11BT	34723
MIS	HP LJ 600M601	CNCCG3N09C		
MIS	HP 2300 LJ	341751		
MIS	HP 2300 LJ	270031		
MIS	25 monitors			
MIS	A box of Camera's & lenses with accessories			
MIS	A box of misc. plugs, cables, keyboards and mice			
<b>contact person: Andrae Thierry</b>				

Goodwill Industries

Approved by Commissioners' Court: \_\_\_\_\_

**COOK AND ASSOCIATES, INC.**  
**REAL ESTATE APPRAISERS**

2840 McFaddin • Beaumont, Texas 77702 • (409) 835-1430 • Fax (409) 835-7314 • Tax ID #76 0325476

W. Burnell Cook, MAI, SRA, CPA

appraisals@cookandassociatesinc.com  
 cookappr@gmail.com

March 17, 2015

Mr. Alex Rupp  
 Airport Director  
 Jack Brooks Regional Airport  
 Jefferson County, Texas  
[arupp@co.jefferson.tx.us](mailto:arupp@co.jefferson.tx.us)

RE: Appraisal of 6000 Airline Drive (Commercial Terminal Shell Space), at the  
 Jack Brooks Regional Airport, Beaumont, Texas

Dear Mr. Rupp:

As per your request, we propose to provide a Narrative Appraisal (Comparable Rental Analysis only) of the above referenced property to provide an opinion of market rent. We propose to deliver the appraisal report within six weeks from the day of assignment for a fee not to exceed **\$2,400**.

The appraisal will be prepared in conformity with the Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics of the Appraisal Institute. Two copies of the report will be provided. Electronic copies may be provided in lieu of or in addition to hard copies.

Should this proposal be satisfactory, please sign below indicating acceptance and authorization of engagement and return by email to [cookappr@gmail.com](mailto:cookappr@gmail.com), by fax to 409-835-7314 or by mail to the address above. Please provide contact information to arrange for inspection of the property. Any maps, plats, deeds, tax accounts or legal descriptions that you can provide would be helpful.

We appreciate the opportunity to be of service to you. If you have any questions, please do not hesitate to contact us.

Respectfully submitted,

COOK & ASSOCIATES, Inc.

  
 W. Burnell Cook, MAI, SRA

Accepted by: \_\_\_\_\_ Date \_\_\_\_\_

ATTACHMENTS: License, Qualifications  
 E & O Insurance

**QUALIFICATIONS OF W. BURNELL COOK, MAI, SRA**  
**President, Cook & Associates**

**Professional Affiliations and Activities**

MAI and SRA Member of Appraisal Institute, Houston Chapter  
 Southeast Texas Chapter of CPA's  
 Texas Society of CPA's  
 National Association of Realtors  
 Texas Association of Realtors  
 Orange County Board of Realtors

**Educational Background**

Graduated from Forest Park High School, Beaumont, in 1972  
 Graduated from Lamar State University, Beaumont, in 1976  
 (BBA in Accounting)

**Recent Continuing Education**

New Strategies for Investing in Real Estate	9/2010
Investing in Income Properties	9/2010
Business Practices and Ethics	12/2010
Commercial Appraisal Engagement and Review	4/2011
Estate Planning	10/2012
Appraising Distressed Commercial Real Estate	12/2012
Effective Rents	3/2013
Seller Concessions	3/2013
National USPAP Update	4/2014
Financial Analysis	9/2014
Analyzing Operating Expenses	1/2015

**Experience**

Work experience includes various accounting and financial management positions from 1976-1984 with emphasis on real estate investments, and business acquisitions and divestitures as chief financial officer.

In February 1984, I joined Cook & Associates and have been active in consultation, expert witness testimony and appraisal of various real estate interests in the East Texas and Southwest Louisiana areas. Such interests include single family residential, agricultural and timberland, industrial properties, offices, retail centers, apartments, motels, restaurants, R.O.W. acquisitions and various other commercial and special purpose properties.

**Licenses/Certification**

Licensed Certified Public Accountant (#22347)  
 Texas State Certified General Appraiser - TX 1320838-G

# Real Estate Appraisers Professional Liability



**Liberty**  
Surplus Insurance  
Corporation

Date Issued	Policy Number	Previous Policy Number
03/25/2014	LSI002249-013	LSI002249-012

## LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")  
175 Berkeley Street  
Boston, MA 02117

THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ IT CAREFULLY.

Item

## DECLARATIONS

1. Customer ID: 102269 Named Insured: COOK & ASSOCIATES, INC. William C. Cook & Associates, Inc. 2640 McFaddin Beaumont, TX 77702	This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code, Chapter 225, Insurance Code, requires payment of a 4.85% percent tax on gross premium.  The zip code of the street address is the location of the risk
2. Policy Period: From: 04/20/2014 To: 04/20/2015 12:01 A.M. Standard Time at the address stated in Item 1.	
3. Deductible: \$1,000 Each Claim	
4. Retroactive Date: 04/20/1988	
5. Inception Date: 04/20/2002	
6. Limits of Liability: A. \$1,000,000 Each Claim B. \$1,000,000 Aggregate	The Limit of Liability for Each Claim and in the Aggregate is reduced by Damages and Claims Expenses as defined in the Policy.
7. Mail all notices, including notice of claim, to Agent:	Robert C. Willey LIA Administrators & Insurance Services 1600 Anacapa Street Santa Barbara, California 93101 (800) 334-0652; Fax: (805) 962-0652
8. Annual Premium: \$1,238.00 + \$60.04 Surplus Lines Tax	
9. Number of Appraisers: 1	
10. Forms attached at issue: LIA002S (10/11) GPO 4839 (04/10) LIA012 (08/11) LIA013 (08/11) LIA025 (03/10) LIU NOTICE TX-002-0209 OFAC (08/09) SC-9 (04/11)	

This Declarations Page together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Real Estate Appraisers Professional Liability Insurance Policy shall constitute the contract between the Named Insured and the Company.

By

Authorized Signature

LIA001S (04/10)

**Texas Appraiser Licensing and Certification Board**

P.O. Box 12188 Austin, Texas 78711-2188

**Certified General Real Estate Appraiser**Number: **TX 1320838 G**Issued: **04/09/2013**Expires: **05/31/2015**Appraiser: **WILLIAM BURNELL COOK**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

  
Douglas E. Oldmixon  
Commissioner

THE STATE OF TEXAS }

HANGAR #7 / HANGAR SPACE

COUNTY OF JEFFERSON }

LEASE AGREEMENT

**THIS AGREEMENT** entered into by and between Jefferson County, Texas, a subdivision of the State of Texas and KUSA Aviation, LLC, doing business in the State of Texas, made and entered into this 23rd day of March, 2015.

**WHEREAS**, Jefferson County, hereinafter called "Lessor", owns and operates the Jack Brooks Regional Airport located in Jefferson County, Texas and

**WHEREAS**, KUSA Aviation, LLC, hereinafter called "Lessee", is qualified to do business in the State of Texas and desires to enter a Hangar Rental Agreement with the Lessor for the purpose of leasing a hangar and office space with the understanding that the scope of business operations permitted by this agreement is limited to aircraft services including aircraft storage, light aircraft maintenance, and an office. Nothing in this agreement may be construed as conferring any rights to the exclusion of any other tenant of the Airport.

**WHEREAS**, Jefferson County represents that it has the right to grant the lease, together with all the facilities, rights, licenses, services, and privileges in the manner and to the extent hereinafter set forth:

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree for themselves, their successors, legal representatives and assignees, as follows:

1. **Premises.** Lessor hereby leases to the Lessee exclusive space as depicted on the attached Exhibit "A" for aircraft services including aircraft storage, light aircraft maintenance and hangar space. The space is more fully described as follows:
2. **Rate.** For and in consideration of the rent and covenants herein contained, Lessor agrees to lease space as follows: "Hangar 7 – Unit 3 & Unit 4" containing 6,750 square feet each, 13,500 square feet total more or less, of hangar space at a rate of \$2.52 annually per sqft (\$2,835.00/month).
3. **Terms.** This agreement shall become effective April 1st, 2015, and shall be for a one (1) year period expiring on March 31, 2015, with the option of extending for four (4) additional one (1) year periods; however, at the end of any lease period, Jefferson County reserves the right to reject the exercise of any option if necessary to take back any or all of the property for the County's use.
4. **Rentals.** Lessee covenants and agrees to pay to Lessor rental, when due, as described in section 2 above. Lessee agrees to abide by all rules and regulations of the Federal Aviation Administration, the State of Texas, the Jack Brooks Regional Airport, Jefferson County Commissioner's Court, and any

other duly constituted public authority having jurisdiction over the airfield, hangar and office space, its use or occupancy.

5. **Due Date.** All rent shall be payable monthly, in advance, and shall be due on the first day of the month and shall be considered past due on the tenth day of each month. Rental installments not paid before the tenth of the month following its due date shall be assessed a **\$50.00** late fee. In consideration for paying the annual rent in advance prior to taking possession of lease space, the Lessor agrees to discount the annual rate by two (2) months of monthly rent, for a total annual rental rate of **\$28,350.00.** The discount is available only for the first year of the lease.
6. **Taxes.** Lessee agrees to pay any taxes or special assessments that may be levied against the leased premises, or against the leasehold interest, or against the Airport because of this lease, by any taxing unit or entity, whether levied against Lessor or Lessee, and Lessee further agrees to hold Lessor harmless from any claims or liens in connection with any such tax or special assessment.
7. **Prohibited Uses.** Without first obtaining Lessor's written consent, Lessee shall not use the demised premises for any other activity except as expressly provided in this agreement. Lessee shall not install and operate its own fueling facility for any purpose, sell fuel to the public, or operate a fueling operation as a fixed base operator in competition with the Lessor or any other fixed base operator approved by the Lessor. Lessor shall not allow its employees or any other person to use the demises premises as a residence. Lessor shall not allow its employees or any other person to use the demised premises for the storage of vehicles or personal property not associated with its business activities.
8. **Utilities.** Lessee shall be responsible for any and all deposits, fees, and monthly charges from the utility providers, including but not limited to electricity, water, sewer, and telephone, for the use of all utilities associated with the use of the leased space.
9. **Lessor's Responsibilities.** Lessor shall, at its expense and risk, perform corrective-maintenance on the HVAC system; maintain the roof, foundation, exterior walls and weight-bearing interior walls, (excluding windows, window glass, and plate glass.) Lessor shall further maintain, paint, and keep in reasonable repair the exterior area.
10. **Lessee's Responsibilities.** By execution of this lease agreement, Lessee acknowledges that it has inspected the leased premises, including the hangar, office, and common area, and accepts the same in an "as is" condition. Lessee shall, at its own expense and risk, maintain the exclusive space, including interior walls, floors, ceiling, doors, light fixtures and shall be responsible for painting and repairing the exclusive space, including preventative-maintenance and minor repairs to the HVAC system. Lessee shall further furnish, at its own expense and risk, any heat and air conditioning units, electrical wiring, and electrical fixtures necessitated by alterations to the exclusive space made by Lessee. Lessee shall be solely responsible for the risk of loss of all contents owned by Lessee or Lessee's Tenants.

11. **Janitorial Service.** Lessee shall provide its own janitorial service as needed.
12. **Alterations.** Lessee shall make no additions or alterations to the buildings and improvements of the leased premises without the written permission of the Airport Director of Lessor.
13. **Condition and Surrender.** Lessee shall, throughout the lease term, maintain the exclusive space as stated in Section 2 and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition; reasonable wear and tear and damage by fire, tornado or other casualty excepted. In the event Lessee should neglect to reasonably maintain the exclusive space, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs therefore shall be payable by Lessee to Lessor as additional rental on the next rental installment date.
14. **Hold Harmless.** Lessee shall indemnify and hold harmless Lessor of and from any and all claims, whether in contract or in tort, statutory or at common law, and from each and every claim, loss or demand of whatever nature, made by or on behalf of any third person or persons arising out of Lessee's use and occupation of the premises or operations on airport property, whether due to sole negligence of Lessee or whether due to the joint or concurrent negligence of Lessor and Lessee.
15. **Relationship of Parties.** It is expressly understood and agreed that Lessor shall, under no circumstances, be considered a bailee of Lessee's property, real or personal, during the term of this agreement or upon expiration or cancellation hereof. Further, Lessor shall not be liable for any loss of or damage to any personal property, fixtures, or equipment of Lessee installed or stored on the airport premises except to the extent liability therefore can be proven pursuant to an exception to sovereign immunity under the Texas Tort Claims Act. Any item(s) of personal property annexed to the realty to the extent that such property becomes "fixture(s)" shall, at the expiration or cancellation of this lease, become the property of Lessor.
16. **Events of Default.** If Lessee shall allow the rent to be in arrears more than three (3) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of three (3) days after written notice from Lessor, or should any other person than Lessee secure possession of the premises or any part thereof, by reason of any receivership, bankruptcy proceedings, or by operation of law in any manner whatsoever, then any of such events shall be deemed to be an event of default by Lessee under this lease. Upon the breach of any term or condition of this Agreement by Lessee, Jack Brooks Regional Airport shall have all rights and remedies available at law and equity, up to and including immediate termination of this Agreement. In the event this Agreement is terminated for any reason including Lessee's default, failure to comply with applicable statutes, ordinances and regulations; or expulsion from Airport, there will not be any refund of any fees paid to Jack Brooks Regional Airport by Lessee. Further, any obligation of Lessee to pay under this Agreement shall survive termination.

17. **Remedies.** Upon the occurrence of any event of default specified in section 16 hereof, Lessor shall have the option to pursue any remedy allowed by law and may, without further notice or demand terminate this lease in which event Lessee shall immediately surrender the premises to Lessor.

- a. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of damages occurring to Lessor by reason of the violation of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of rent following an event of default hereunder shall not be construed as Lessor's waiver of such event of default. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that Lessor may suffer by reason of termination of this lease as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Lessor following possession.

18. **Cancellation.** Lessor shall have the right, for airport purposes, to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than sixty (60) days written notice to Lessee of its intent to cancel this lease. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises on or before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a tenant at will of Lessor.

- a. Lessee shall have the right to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than sixty (60) days written notice to Lessor of its intent to cancel this lease. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises on or before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a tenant at will of Lessor.
- b. In the event Lessee obtains a ground lease from Lessor and substantially completes office and hangar improvements as specified in such ground lease, then in such event, Lessee shall have the right to cancel this lease in its entirety, to be effective at the end of any specified month during the term of this agreement, provided however that Lessee shall give

not less than sixty (60) days written notice to Lessor of its intent to cancel in accordance with the above. Upon the effective date of such cancellation, and after the giving of appropriate notice by lessee, the lease shall be considered null and void as to any subsequent obligations by Lessee to pay rental amounts otherwise due. Further, Lessee shall vacate the premises on or before the effective date of cancellation. Holdover by lessee after the effective date of cancellation shall render Lessee a tenant at will of Lessor.

19. **Assignment.** Lessee agrees not to assign or sublease the premises leased, or any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees, to occupy the premises or any part thereof, without first obtaining the Lessor's written consent, which will not be unreasonably withheld. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of his interest herein permitted. Lessor acknowledges renting hangar space may be part of Lessee's business operation, and storage of aircraft within leased premises is not considered as assignment or sublease.
20. **Right of Entry.** Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement. Lessor shall attempt to provide Lessee reasonable advanced notice except in the case of an emergency.
21. **Assurances.** Lessee covenants and agrees to comply with all rules and regulations of the Federal Aviation Administration, and all Federal, State and Local laws and ordinances now in effect or hereafter promulgated, and the same are made a part of this agreement by reference as though they were set forth herein.
22. **Airport Regulations.** The Lessee covenants and agrees to observe and obey the rules and regulations of the Airport, as promulgated by governmental authority, in the conduct of its operations at the demised premises.
23. **Air Operations Area Security.** Lessee shall provide for the security of the Air Operations Area (AOA) to prevent ground entry or movement of unauthorized persons from or through the leased premises in accordance with any regulations imposed upon Lessor by the Transportation Security Administration. Lessee will indemnify and hold harmless Lessor, its officers and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of Lessee's failure to comply with this requirement.
24. **Airport Hazard.** The Lessee and its successors and assigns, will not make or permit any use of the property which would interfere with landing or taking-off of aircraft at the Airport, or otherwise constitute an airport hazard, including such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights.

25. **Insurance.** The Lessee shall, at all times during the term of this lease, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Lessee. These requirements do not establish limits of the Lessee's liability. All policies of insurance shall waive all rights of subrogation against the Airport and Jefferson County, its officers, employees and agents and the Airport and Jefferson County shall be named "additional insured" on workers' compensation policy and liability coverage.
- a. Prior to execution of this agreement, certified copies of original insurance policies shall be furnished to the Airport. The Airport reserves the right to require additional insurance should it deem necessary.
  - b. Lessee shall have and maintain complete and adequate Worker's Compensation Insurance (with waiver of subrogation to the Airport and Jefferson County), as required.
  - c. Lessee shall have and maintain complete and adequate Commercial General Liability insurance of One Million Dollars (\$1,000,000.00) each occurrence; and in addition shall provide property damage liability insurance in a minimum sum of Five Hundred Thousand Dollars (\$500,000.00) for property damage growing out of any accident or other cause.
  - d. Lessee shall have and maintain complete and adequate Automobile Liability Insurance, with Combined Single Limit of Five Hundred Thousand Dollars (\$500,000.00), for any vehicles operated by Lessee on the airfield.
  - e. The amounts of minimum coverage herein specified may be modified from time to time in compliance with Jefferson County standard requirements and Lessee shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas. Each policy or certificate shall contain a provision that written notice of cancellation or any material change in the policy by the insurer shall be delivered to Lessor, thirty (30) days in advance of the effective date thereof.
26. **Affirmative Action.** The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
27. **Notices.** Notices to Lessor provided for herein shall be sufficient if sent by certified mail, return receipt requested addressed to:

**AIRPORT DIRECTOR  
Jack Brooks Regional Airport  
4875 Parker Drive  
Beaumont, Texas 77705**

and notices to said Lessee, if sent by certified mail, return receipt requested, addressed to:

**KUSA Aviation, LLC  
4840 Parker Dr  
Beaumont, TX, 77705  
1 Tel. 409.727.7900  
Email: [KKnupple@KUSAAviation.com](mailto:KKnupple@KUSAAviation.com)**

or to such other addresses as the parties may designate to each other in writing from time to time.

**LESSOR: Jack Brooks Regional Airport.**

**BY: \_\_\_\_\_**

**Jeff Branick  
Jefferson County Judge**

**LESSEE**

**BY: \_\_\_\_\_**

**Kyle Knupple, – Authorized Representative  
CEO – KUSA Aviation, LLC**



## MEMO

To: Ms. Fran Lee

From: Commissioner Everette Alfred, Precinct #4

Date: March 9, 2015

RE: Transfer Funds

---

Please transfer **\$1,000** from account # 114-0405-431.50-99 (MISC) into account # 114-0405-431.40-09 (Buildings & Grounds) for additional cost of building materials.

Thank you.

EA/nr

**Jefferson County  
District Clerk's Office**  
1085 Pearl Street  
Room 203  
Beaumont, TX 77701  
409-835-8580  
Fax 409-835-8527



**Family Law Division**  
409-835-8653

**Child Support**  
P. O. Box 3586  
Beaumont, TX 77704  
409-835-8425

**Jamie Smith  
District Clerk**

Dear Fran,

I am requesting to transfer \$4500.00 from account 120-2031-414-1002 to account 120-2031-414-50-62 to cover travel expense for training for myself and my staff. There are two employees scheduled to attend the Records Management Conference in Austin, as well as three to attend the UT Law Conference in San Marcos which will include my new chief deputy. For the Legislative update in Austin, Texas it will be three which we will only utilize two rooms for the conference.

Respectfully,

Jamie Smith  
Jefferson County District Clerk

**Fran Lee**

---

**From:** Randy Shelton <rshelton@co.jefferson.tx.us>  
**Sent:** Wednesday, February 25, 2015 10:48 AM  
**To:** 'Fran Lee'  
**Subject:** Fund Transfer Request

I was informed by MIS that I need to replace three computers. I request that \$3,000 be transferred from account no. 120-2038-412-5079 to account no.120-2038-412-6002 to fund the acquisition of two. The third computer is required to complete the facilitation of the E-Filing program in the 279<sup>th</sup>. I understand that the expense for the acquisition of that computer will come from another fund. Thank you.

Judge Randy Shelton  
279th District Court  
1149 Pearl St.  
Beaumont TX 77701  
Tel: (409) 835-8655  
Fax: (409) 835-8764  
E-mail: [rshelton@co.jefferson.tx.us](mailto:rshelton@co.jefferson.tx.us)



(409) 794-3150 Phone  
(409) 794-3156 Fax

19217 Hwy 365  
Beaumont, TX 77705

**James E. Trahan**  
Constable, Precinct Four

Fran,

Per the conversation on 02-24-2015 here is the request to transfer funds of \$1500.00 from EXTRA HELP account # 120-3068-425.10-05 to CAPITAL EXPENDITURES account # 120-3068-425.60.02 for the purchase of a new office computer. I spoke with MIS who advised that the county is fading out the type of system that this office utilizes and recommended the purchase of the Dell system that the county is currently using.

Constable James Trahan  
Precinct 4, Jefferson County, Texas

NAME	AMOUNT	CHECK NO.	TOTAL
<b>JURY FUND</b>			
TRI-CITY COFFEE SERVICE	113.78	404829	
WARREN'S DO-NUTS	84.46	404887	
			198.24**
<b>ROAD &amp; BRIDGE PCT.#1</b>			
CARQUEST AUTO PARTS # 96	58.70	404743	
M&D SUPPLY	27.98	404786	
MUNRO'S	33.00	404793	
TRI-CON, INC.	2,160.19	404828	
VULCAN MATERIALS CO.	11,232.31	404831	
UNITED STATES POSTAL SERVICE	1.85	404859	
EDDIE ARNOLD	1,280.83	404884	
ASCO	157.50	404942	
			14,952.36**
<b>ROAD &amp; BRIDGE PCT.#2</b>			
LOUIS AND COMPANY	220.38	404733	
CITY OF NEDERLAND	376.97	404747	
ENTERGY	580.79	404767	
CASH ADVANCE ACCOUNT	905.43	404781	
MUNRO'S	18.45	404793	
OFFICE DEPOT	72.57	404795	
SETZER HARDWARE, INC.	13.47	404808	
TRI-CITY FASTENER & SUPPLY	16.00	404827	
TRI-CON, INC.	2,566.70	404828	
LOWE'S HOME CENTERS, INC.	90.51	404864	
PATHMARK TRAFFICE PRODUCTS OF TEXAS	3,409.65	404873	
BUMPER TO BUMPER	77.00	404882	
JEFFERSON COUNTY CREDIT CARDS	2,599.00	404916	
MEMBER'S BUILDING MAINTENANCE LLC	149.50	404949	
			11,096.42**
<b>ROAD &amp; BRIDGE PCT. # 3</b>			
DYNAMIC POWER SYSTEM, INC.	108.70	404757	
GULF COAST AUTOMOTIVE, INC.	73.11	404766	
MUNRO'S	583.80	404793	
TRI-CON, INC.	6,471.52	404828	
AUTO ZONE	44.64	404839	
WINDSTREAM	46.50	404892	
KNIFE RIVER	129.60	404896	
ASCO	354.35	404942	
SHOPPA'S FARM SUPPLY	18.98	404961	
			7,831.20**
<b>ROAD &amp; BRIDGE PCT.#4</b>			
ENTERGY	13.70	404767	
CASH ADVANCE ACCOUNT	1,216.69	404781	
M&D SUPPLY	243.27	404786	
MUNRO'S	80.08	404793	
OFFICE DEPOT	91.92	404795	
OIL CITY TRACTORS, INC.	2,136.65	404796	
SMART'S TRUCK & TRAILER, INC.	147.54	404811	
TAC - TEXAS ASSN. OF COUNTIES	230.00	404816	
TRI-CON, INC.	4,136.49	404828	
WASTE MGT. GOLDEN TRIANGLE, INC.	64.17	404833	
WAUKESHA-PEARCE IND., INC.	402.34	404834	
JEFFERSON COUNTY CREDIT CARDS	17.32	404916	
ON TIME TIRE	444.00	404927	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	33.50	404955	
BK INDUSTRIAL SOLUTIONS LLC	85.73	404970	
			9,343.40**
<b>ENGINEERING FUND</b>			
UNITED STATES POSTAL SERVICE	1.19	404859	
			1.19**
<b>PARKS &amp; RECREATION</b>			
CITY OF PORT ARTHUR - WATER DEPT.	105.28	404746	
ENTERGY	49.98	404767	
AT&T	28.94	404813	
JEFFERSON COUNTY CREDIT CARDS	26.15	404916	

NAME	AMOUNT	CHECK NO.	TOTAL
SPRINT WASTE SERVICES LP	310.80	404957	468.85**
GENERAL FUND			
TAX OFFICE			
OFFICE DEPOT	47.92	404795	
ACE IMAGEWEAR	21.01	404809	
AT&T	101.31	404813	
ZEE MEDICAL SERVICE	184.50	404837	
UNITED STATES POSTAL SERVICE	1,120.20	404859	
UNITED STATES POSTAL SERVICE	26.20	404860	
US POSTAL SERVICE	1,198.00	404861	
ALLISON GETZ	132.00	404973	2,831.14*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	5.68	404859	
JEFFERSON COUNTY CREDIT CARDS	150.00	404916	155.68*
AUDITOR'S OFFICE			
GOVERNMENT FINANCE OFFICERS ASSOC.	580.00	404735	
LYNDON B. JOHNSON SCHOOL OF PUBLIC	590.00	404736	
OFFICE DEPOT	335.53	404795	
UNITED STATES POSTAL SERVICE	5.70	404859	1,511.23*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	401.79	404859	
UNITED STATES POSTAL SERVICE	57.57	404860	
DE LAGE LANDEN PUBLIC FINANCE	1,501.35	404920	1,960.71*
COUNTY JUDGE			
CHEROKEE COUNTY CLERK	572.00	404754	
JAN GIROUARD & ASSOCIATES	1,000.00	404764	
UNITED STATES POSTAL SERVICE	5.49	404859	
JEFF R BRANICK	1,093.16	404893	
RICHARD N EVANS II	500.00	404909	
COURTNEY DAVIS	500.00	404925	
MICKEY LIN WASHINGTON	500.00	404958	4,170.65*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	9.98	404859	9.98*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	142.37	404859	
LEXISNEXIS- ACCURINT	120.00	404912	262.37*
PRINTING DEPARTMENT			
STAR GRAPHICS COPIERS, INC.	224.56	404814	224.56*
PURCHASING DEPARTMENT			
OFFICE DEPOT	32.94	404795	
UNITED STATES POSTAL SERVICE	10.29	404859	
JEFFERSON COUNTY CREDIT CARDS	120.00	404916	163.23*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	1,907.01	404739	
CURTIS 1000, INC.	1,039.98	404755	
JEFFERSON CTY. APPRAISAL DISTRICT	211,136.14	404780	
OLMSTED-KIRK PAPER	1,463.50	404797	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	404821	
VERIZON WIRELESS	303.92	404855	
TOWER COMMUNICATIONS, INC.	2,435.00	404857	
AUTOMATED BUSINESS SYSTEMS	827.01	404888	
LEXISNEXIS- ACCURINT	243.50	404912	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON COUNTY CREDIT CARDS	62.04	404916	
SAM'S CLUB DIRECT	134.48	404935	
DYNAMEX INC	200.18	404950	
			222,328.68*
DATA PROCESSING			
LEXISNEXIS- ACCURINT	240.00	404912	
JEFFERSON COUNTY CREDIT CARDS	61.16	404916	
			301.16*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	178.71	404859	
COASTAL BUSINESS FORMS	1,570.63	404943	
			1,749.34*
ELECTIONS DEPARTMENT			
OFFICE DEPOT	585.76	404795	
WASTE MGT. GOLDEN TRIANGLE, INC.	825.00	404833	
UNITED STATES POSTAL SERVICE	30.96	404859	
			1,441.72*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT	307.77	404781	
JONES MCCLURE PUBLISHING, INC.	214.00	404782	
MANNINGS SCHOOL SUPPLY	39.90	404787	
OFFICE DEPOT	1,076.31	404795	
TDCAA BOOK ORDERS	220.00	404820	
TEXAS DISTRICT & COUNTY ATTY ASSN.	700.00	404822	
UNITED STATES POSTAL SERVICE	236.99	404859	
UNITED STATES POSTAL SERVICE	1.19	404860	
LEXISNEXIS- ACCURINT	480.00	404912	
HEALTHPORT	44.66	404948	
TRANSUNION RISK AND ALTERNATIVE	77.75	404965	
			3,398.57*
DISTRICT CLERK			
OFFICE DEPOT	296.17	404795	
UNITED STATES POSTAL SERVICE	221.67	404859	
UNIVERSITY OF TEXAS SCHOOL AT LAW	660.00	404900	
			1,177.84*
CRIMINAL DISTRICT COURT			
THOMAS J. BURBANK, P.C.	1,650.00	404742	
JOHN D WEST	800.00	404853	
JOHN STEVENS JR	60.00	404894	
			2,510.00*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	29.95	404812	
UNITED STATES POSTAL SERVICE	.81	404859	
			30.76*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	7.50	404859	
			7.50*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	3.25	404859	
			3.25*
252ND DISTRICT COURT			
ALL AMERICAN MOVING & STORAGE	282.00	404732	
DAVID GROVE	800.00	404734	
KIRKSEY'S SPRINT PRINTING	65.00	404784	
RICARDO VEGA	100.00	404830	
RONALD E. LANIER	800.00	404844	
UNITED STATES POSTAL SERVICE	129.04	404859	
LANGSTON ADAMS	800.00	404870	
JOEL WEBB VAZQUEZ	800.00	404880	
SHEIGH SUMMERLIN	8,333.33	404890	
DE LAGE LANDEN PUBLIC FINANCE	529.96	404920	
ALEX BILL III	1,600.00	404921	
SOUTHEAST TEXAS PSYCHIATRY PA	595.00	404924	
			14,834.33*
279TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
ANITA F. PROVO	150.00	404803	
KEVIN S. LAINE	650.00	404845	
CHARLES ROJAS	1,550.00	404851	
ANTOINETTE BRADLEY	500.00	404877	
JOEL WEBB VAZQUEZ	75.00	404880	
TONYA CONNELL TOUPS	150.00	404898	
JONATHAN L. STOVALL	150.00	404918	
STEFANIE L. ADAMS, ATTORNEY AT LAW	225.00	404919	
317TH DISTRICT COURT			3,450.00*
CASH ADVANCE ACCOUNT	1,055.13	404781	
OFFICE DEPOT	20.67	404795	
JUDY PAASCH	2,278.33	404883	
JUSTICE COURT-PCT 1 PL 1			3,312.79*
UNITED STATES POSTAL SERVICE	38.22	404859	
LEXISNEXIS- ACCURINT	120.00	404912	
JUSTICE COURT-PCT 1 PL 2			158.22*
LEXISNEXIS- ACCURINT	120.00	404912	
JUSTICE COURT-PCT 2			120.00*
LEXISNEXIS- ACCURINT	120.00	404912	
JUSTICE COURT-PCT 4			120.00*
TAC - TEXAS ASSN. OF COUNTIES	165.00	404817	
US POSTAL SERVICE	830.00	404861	
LEXISNEXIS- ACCURINT	120.00	404912	
JUSTICE COURT-PCT 6			1,115.00*
UNITED STATES POSTAL SERVICE	38.19	404859	
LEXISNEXIS- ACCURINT	120.00	404912	
JUSTICE COURT-PCT 7			158.19*
TAC - TEXAS ASSN. OF COUNTIES	130.00	404819	
LEXISNEXIS- ACCURINT	120.00	404912	
JUSTICE OF PEACE PCT. 8			250.00*
UNITED STATES POSTAL SERVICE	180.81	404860	
LEXISNEXIS- ACCURINT	120.00	404912	
COUNTY COURT AT LAW NO.1			300.81*
UNITED STATES POSTAL SERVICE	.41	404859	
COUNTY COURT AT LAW NO. 2			.41*
THOMAS J. BURBANK, P.C.	300.00	404742	
BRUCE W. COBB	750.00	404750	
NATHAN REYNOLDS, JR.	550.00	404804	
UNITED STATES POSTAL SERVICE	.41	404859	
LEXISNEXIS- ACCURINT	60.00	404912	
COUNTY COURT AT LAW NO. 3			1,660.41*
UNITED STATES POSTAL SERVICE	23.14	404859	
CAROLYN WIEDENFELD	250.00	404867	
LEXISNEXIS- ACCURINT	60.00	404912	
COURT MASTER			333.14*
UNITED STATES POSTAL SERVICE	2.10	404859	
MEDIATION CENTER			2.10*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	10.15	404859	10.15*
ALTERNATIVE SCHOOL			
SANITARY SUPPLY, INC.	1,197.65	404807	1,197.65*
SHERIFF'S DEPARTMENT			
EQUINE MEDICINE & SURGERY	112.00	404759	
FED EX	272.49	404760	
GALL'S, INC.	170.00	404763	
ENTERGY	1,061.01	404767	
HARBOR FREIGHT TOOLS	39.98	404771	
HERNANDEZ OFFICE SUPPLY, INC.	81.78	404772	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	605.00	404777	
CASH ADVANCE ACCOUNT	368.69	404781	
KAY ELECTRONICS, INC.	70.00	404783	
LAW ENFORCEMENT TARGETS, INC.	249.80	404785	
MCNEILL INSURANCE AGENCY	71.00	404789	
MOORMAN & ASSOCIATES, INC.	1,200.00	404792	
OFFICE DEPOT	870.02	404795	
AT&T	31.11	404813	
WASTE MGT. GOLDEN TRIANGLE, INC.	74.65	404833	
ORANGE COUNTY ASSOCIATION FOR	600.00	404841	
INTERNATIONAL ASSN. FOR PROPERTY &	350.00	404847	
UNITED STATES POSTAL SERVICE	1,364.46	404859	
BEAUMONT OCCUPATIONAL SERVICE, INC.	98.85	404862	
FIVE STAR FEED	188.95	404875	
FIRETROL PROTECTION SYSTEMS, INC.	126.00	404907	
DE LAGE LANDEN PUBLIC FINANCE	95.42	404920	
JEFF CHADNEY	40.00	404941	8,141.21*
CRIME LABORATORY			
SOUTHEAST TEXAS WATER	79.90	404812	
ASSOC OF FIREARMS&TOOLMARK EXAMINER	565.00	404926	
DPS REPROGRAPHICS & DISTRIBUTION	195.00	404929	
CALIBRATE INC	490.00	404967	1,329.90*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	119.06	404729	
CITY OF BEAUMONT - WATER DEPT.	227.23	404744	
CITY OF BEAUMONT - WATER DEPT.	42.00	404745	
COBURN'S, BEAUMONT BOWIE (1)	50.32	404751	
ENTERGY	37,361.91	404767	
HERNANDEZ OFFICE SUPPLY, INC.	10,284.08	404772	
HERTZ CORPORATION	104.74	404773	
JACK BROOKS REGIONAL AIRPORT	1,939.21	404779	
OFFICE DEPOT	1,443.24	404795	
PETTY CASH - SHERIFF'S OFFICE	173.00	404800	
SAM HOUSTON STATE UNIVERSITY	990.00	404806	
SANITARY SUPPLY, INC.	898.04	404807	
SHERWIN-WILLIAMS	1,088.69	404810	
WASTE MGT. GOLDEN TRIANGLE, INC.	133.89	404833	
WHOLESALE ELECTRIC SUPPLY CO.	11.11	404836	
10-32 SUPPLY	1,068.00	404838	
CUMMINS SOUTHERN PLAINS	960.00	404846	
LONE STAR UNIFORMS, INC.	7,438.00	404868	
TEXAS GAS SERVICE	619.95	404872	
OTIS ELEVATOR COMPANY	590.00	404876	
AMERICAN TIRE DISTRIBUTORS	456.44	404905	
FIVE STAR CORRECTIONAL SERVICE	16,343.53	404913	
JEFFERSON COUNTY CREDIT CARDS	1,286.40	404916	
EPIC CARD SERVICES LLC	1,061.73	404928	
CONSTELLATION NEWENERGY - GAS DIVIS	5,497.80	404940	
MATERA PAPER COMPANY INC	652.00	404944	
KROPP HOLDINGS INC	494.77	404946	
AC-U-KWIK	100.90	404969	91,436.04*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	12.91	404859	

NAME	AMOUNT	CHECK NO.	TOTAL
RASHUNDA FLETCHER	109.83	404903	
SILSBEE FORD INC	450.00	404951	572.74*
JUVENILE DETENTION HOME			
EPS	1,501.05	404758	
ENTERGY	5,392.96	404767	
AT&T	682.43	404813	
WASTE MGT. GOLDEN TRIANGLE, INC.	571.40	404833	
OAK FARM DAIRY	480.91	404843	
FLOWERS FOODS	194.32	404878	8,823.07*
CONSTABLE PCT 1			
GT DISTRIBUTORS, INC.	994.35	404761	
CASH ADVANCE ACCOUNT	993.02	404781	
UNITED STATES POSTAL SERVICE	77.47	404859	
LEXISNEXIS- ACCURINT	120.00	404912	
DE LAGE LANDEN PUBLIC FINANCE	460.79	404920	
TELETRAC	481.45	404963	3,127.08*
CONSTABLE-PCT 2			
CASH ADVANCE ACCOUNT	691.34	404781	
LEXISNEXIS- ACCURINT	120.00	404912	811.34*
CONSTABLE-PCT 4			
OFFICE DEPOT	50.57	404795	50.57*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	15.02	404859	
LEXISNEXIS- ACCURINT	120.00	404912	
TELETRAC	381.72	404963	516.74*
CONSTABLE PCT. 7			
TAC - TEXAS ASSN. OF COUNTIES	130.00	404818	
LEXISNEXIS- ACCURINT	120.00	404912	250.00*
CONSTABLE PCT. 8			
LEXISNEXIS- ACCURINT	120.00	404912	
DE LAGE LANDEN PUBLIC FINANCE	460.50	404920	580.50*
COUNTY MORGUE			
BJ TRANSPORT SERVICE, INC.	8,500.00	404740	8,500.00*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT	122.83	404795	
UNITED STATES POSTAL SERVICE	54.00	404859	
BARBARA EVANS	827.69	404904	
M J EBELING	124.20	404936	1,128.72*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	1,500.00	404741	
CLAYBAR FUNERAL HOME, INC.	1,500.00	404748	
ENTERGY	70.00	404770	
AUSTIN CECIL WALKES MD PA	2,932.58	404832	
UNITED STATES POSTAL SERVICE	79.60	404859	
LEXISNEXIS- ACCURINT	120.00	404912	
DE LAGE LANDEN PUBLIC FINANCE	431.27	404920	
HEB FOOD DRUG	15.00	404937	6,648.45*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	3,499.00	404749	
O.W. COLLINS APARTMENTS	313.68	404752	
GABRIEL FUNERAL HOME, INC.	300.00	404762	

NAME	AMOUNT	CHECK NO.	TOTAL
MOODY-HARRIS FUNERAL HOME	1,500.00	404791	
OFFICE DEPOT	278.01	404795	
PETTY CASH - N C WELFARE	54.06	404801	
AUSTIN CECIL WALKES MD PA	2,932.58	404832	
UNITED STATES POSTAL SERVICE	9.60	404859	
UNITED STATES POSTAL SERVICE	334.02	404860	
LEXISNEXIS- ACCURINT	120.00	404912	
			9,340.95*
NURSE PRACTITIONER			
PHYSICIAN SALES & SERVICE, INC.	1,511.89	404802	
			1,511.89*
CHILD WELFARE UNIT			
K-MART #7912	780.00	404865	
			780.00*
ENVIRONMENTAL CONTROL			
DE LAGE LANDEN PUBLIC FINANCE	460.79	404920	
			460.79*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	26,597.19	404945	
			26,597.19*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - LANDFILL	16.50	404737	
W.W. GRAINGER, INC.	123.38	404765	
ENTERGY	5,757.92	404767	
M&D SUPPLY	183.82	404786	
SANITARY SUPPLY, INC.	840.22	404807	
ACE IMAGEWEAR	148.69	404809	
AT&T	929.50	404813	
TEXAS DEPT OF LICENSING &	200.00	404824	
WASTE MGT. GOLDEN TRIANGLE, INC.	2,032.90	404833	
A WALDREP COMPANY INC	1,061.20	404840	
OTIS ELEVATOR COMPANY	1,015.00	404876	
CENTERPOINT ENERGY RESOURCES CORP	10,896.31	404885	
TEXAS GENERAL LAND OFFICE SEMP	329.53	404954	
			23,534.97*
MAINTENANCE-PORT ARTHUR			
ALL-PHASE ELECTRIC SUPPLY	91.12	404753	
PARKER LUMBER	4.58	404914	
MEMBER'S BUILDING MAINTENANCE LLC	2,524.60	404949	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	174.76	404968	
			2,795.06*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	19.05	404747	
ENTERGY	2,668.62	404767	
OFFICE DEPOT	139.96	404795	
ACE IMAGEWEAR	28.51	404809	
AT&T	676.46	404813	
W. JEFFERSON COUNTY M.W.D.	26.13	404835	
MATERA PAPER COMPANY INC	343.20	404944	
MEMBER'S BUILDING MAINTENANCE LLC	1,925.52	404949	
			5,827.45*
SERVICE CENTER			
CARQUEST AUTO PARTS # 96	698.24	404743	
J.K. CHEVROLET CO.	13.32	404776	
MEINEKE	35.00	404790	
FIRST CALL	878.76	404869	
BUMPER TO BUMPER	60.00	404882	
AMERICAN TIRE DISTRIBUTORS	422.48	404905	
UNIFIRST HOLDINGS INC	22.23	404911	
JEFFERSON COUNTY CREDIT CARDS	872.69	404916	
MIGHTY OF SOUTHEAST TEXAS	79.10	404923	
CARR'S UNLOCKING COMPANY	150.00	404971	
			3,111.82*
VETERANS SERVICE			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	4.27	404859	
UNITED STATES POSTAL SERVICE	21.51	404860	
HILARY GUEST	123.94	404871	
			149.72*
			477,287.77**
MOSQUITO CONTROL FUND			
ENTERGY	636.52	404767	
JACK BROOKS REGIONAL AIRPORT	307.27	404779	
MUNRO'S	101.70	404793	
SHERWIN-WILLIAMS	19.26	404810	
AT&T	29.82	404813	
TRIANGLE ENGINE DIST.	28.50	404826	
WASTE MGT. GOLDEN TRIANGLE, INC.	81.18	404833	
AIRGAS SOUTHWEST	34.06	404902	
INTERSTATE ALL BATTERY CENTER - BMT	199.85	404910	
PARKER LUMBER	16.67	404914	
AERO PERFORMANCE	996.79	404956	
			2,451.62**
BREATH ALCOHOL TESTING			
IACT	600.00	404774	
			600.00**
J.C. FAMILY TREATMENT CT.			
CASH ADVANCE ACCOUNT	740.64	404781	
			740.64**
SECURITY FEE FUND			
GT DISTRIBUTORS, INC.	124.35	404761	
IDENTISYS	120.00	404897	
ABLE'S SPORTING	383.83	404938	
			628.18**
LAW LIBRARY FUND			
COUNTY PROGRESS MAGAZINE	40.70	404842	
			40.70**
EMPG GRANT			
CASH ADVANCE ACCOUNT	816.34	404781	
SOUTHEAST TEXAS WATER	39.75	404812	
JEFFERSON COUNTY CREDIT CARDS	2,899.96	404916	
			3,756.05**
JUVENILE TJPC-A-2014-123			
BI INCORPORATED	1,778.02	404852	
DURWARD MINOR	155.25	404947	
G4S YOUTH SERVICES LLC	134.81	404962	
			2,068.08**
JUVENILE PROB & DET. FUND			
PEGASUS SCHOOL	4,147.08	404799	
GRAYSON COUNTY DEPT OF JUVENILE	7,028.00	404964	
			11,175.08**
COMMUNITY SUPERVISION FND			
CORRECTIONAL COUNSELING, INC.	647.33	404731	
JEFFERSON CTY. COMMUNITY SUP.	1,887.39	404778	
M&D SUPPLY	84.43	404786	
OFFICE DEPOT	287.08	404795	
UNITED STATES POSTAL SERVICE	96.01	404859	
UNITED STATES POSTAL SERVICE	447.88	404860	
ABSHIRE INTERPRETING SERVICES	110.00	404899	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	404901	
LEXISNEXIS- ACCURINT	120.00	404912	
JCCSC	300.00	404917	
HIGGINBOTHAM INSURANCE AGENCY INC	100.00	404966	
			11,045.12**
JEFF. CO. WOMEN'S CENTER			
CITY OF BEAUMONT - WATER DEPT.	1,132.64	404744	
ISI COMMERCIAL REFRIGERATION	761.64	404775	
SYSCO FOOD SERVICES, INC.	1,049.57	404815	

NAME	AMOUNT	CHECK NO.	TOTAL
BEN E KEITH FOODS	931.27	404879	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	456.00	404908	
DRUG DIVERSION PROGRAM			4,331.12**
OFFICE DEPOT	38.05	404795	
LAW OFFICER TRAINING GRT			38.05**
GT DISTRIBUTORS, INC.	169.30	404761	
MCCUTCHAN PUBLISHING CORP.	177.95	404788	
DRUG INTERVENTION COURT			347.25**
LAND MANOR, INC.	1,998.00	404850	
COUNTY RECORDS MANAGEMENT			1,998.00**
UNITED STATES POSTAL SERVICE	.41	404859	
DEPUTY SHERIFF EDUCATION			.41**
INTERNATIONAL ASSN. FOR PROPERTY & CONST. PCT 1 EDUCATION	375.00	404848	
			375.00**
CASH ADVANCE ACCOUNT	18.00	404781	
UNCLAIMED FUNDS MGMT FUND			18.00**
ARMANDO GARCIA	110.99	404972	
HOTEL OCCUPANCY TAX FUND			110.99**
HERNANDEZ OFFICE SUPPLY, INC.	1,028.00	404772	
CASH ADVANCE ACCOUNT	378.86	404781	
MUNRO'S	126.25	404793	
TRI-CITY COFFEE SERVICE	85.20	404829	
UNITED STATES POSTAL SERVICE	10.76	404859	
SOUTHEAST TEXAS BASEBALL/ACADEMY	17,690.00	404863	
CLASSIC FORMS AND PRODUCTS	4,757.30	404874	
STARS OVER TEXAS SOFTBALL	500.00	404895	
GT BASEBALL	500.00	404930	
GT BASEBALL	500.00	404931	
GT BASEBALL	500.00	404932	
GT BASEBALL	500.00	404933	
GT BASEBALL	500.00	404934	
CAPITAL PROJECTS FUND			27,076.37**
TEXAS CORRECTIONAL INDUSTRIES	15,815.84	404823	
TEXAS GENERAL LAND OFFICE	14,196.16	404825	
AIRPORT FUND			30,012.00**
A&B OUTDOOR EQUIPMENT	58.14	404730	
AMERICAN ASSOCIATION OF NOTARIES	287.72	404738	
ENTERGY	15,766.70	404769	
OVERHEAD DOOR CO.	1,060.50	404798	
TRI-CITY COFFEE SERVICE	375.10	404829	
E. SULLIVAN ADVERTISING & DESIGN	654.12	404854	
UNITED STATES POSTAL SERVICE	4.06	404859	
INTERSTATE ALL BATTERY CENTER - BMT	200.00	404910	
MOWERS TRACTORS INC	1,421.94	404922	
ADVANCE AUTO PARTS	126.65	404939	
EASTERN AVIATION FUELS INC	18,411.07	404960	
SE TX EMP. BENEFIT POOL			38,366.00**
STANDARD INSURANCE COMPANY	20,265.24	404889	
RELIANCE STANDARD LIFE INSURANCE	5,667.44	404891	
COMPASS PROFESSIONAL HEALTH SERVICE	6,220.00	404952	
SA BENEFITS SERVICES LLC	37,942.00	404953	
SETEC FUND			70,094.68**

NAME	AMOUNT	CHECK NO.	TOTAL
ALLIANCE MECHANICAL SERVICES	2,000.00	404881	2,000.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	9,234.32	404886	9,234.32**
SHERIFF'S FORFEITURE FUND			
US K9 UNLIMITED DOG ACADEMY	1,662.90	404866	
JEFFERSON COUNTY CREDIT CARDS	608.60	404916	2,271.50**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	12,055.00	404701	
CLEAT	306.00	404702	
JEFFERSON CTY. TREASURER	19,041.56	404703	
RON STADTMUELLER - CHAPTER 13	1,917.50	404704	
INTERNAL REVENUE SERVICE	1,150.00	404705	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,080.00	404706	
JEFFERSON CTY. COMMUNITY SUP.	10,717.93	404707	
JEFFERSON CTY. TREASURER - HEALTH	417,830.28	404708	
JEFFERSON CTY. TREASURER - GENERAL	30.00	404709	
JEFFERSON CTY. TREASURER - PAYROLL	1,672,155.59	404710	
JEFFERSON CTY. TREASURER - PAYROLL	674,424.69	404711	
JEFFERSON CTY. TREASURER	110.61	404712	
MONY/MLOA	231.74	404713	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,155.56	404714	
UNITED WAY OF BEAUMONT& N JEFFERSON	69.77	404715	
JEFFERSON CTY. TREASURER - TCDRS	636,041.69	404716	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,806.65	404717	
JEFFERSON COUNTY TREASURER	2,593.19	404718	
JEFFERSON COUNTY - TREASURER -	6,075.58	404719	
NECHES FEDERAL CREDIT UNION	61,146.54	404720	
JEFFERSON COUNTY - NATIONWIDE	57,721.43	404721	
TENNESSEE CHILD SUPPORT	115.38	404722	
SBA - U S DEPARTMENT OF TREASURY	168.49	404723	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	404724	
WILLIAM E HEITKAMP	720.72	404725	
JOHN TALTON	567.69	404726	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	404727	
COLLEGE ASIST	147.02	404728	3,584,547.69**
GUARDIANSHIP FEE			
LAIROD DOWDEN, JR.	200.00	404756	200.00**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	77.90	404779	
RITTER @ HOME	113.70	404805	
VERIZON WIRELESS	531.86	404856	
C & I OIL COMPANY INC	6,548.31	404906	
JAMES C WALTERS	185.00	404959	7,456.77**
ASAP - CONSTABLE PCT 8			
CDW COMPUTER CENTERS, INC.	148.05	404849	148.05**
			4,332,311.10***

NAME	AMOUNT	CHECK NO.	TOTAL
ROAD & BRIDGE PCT.#1			
ENTERGY	970.48	405004	
DE LAGE LANDEN PUBLIC FINANCE	73.36	405165	1,043.84**
ROAD & BRIDGE PCT.#2			
SUPERIOR TIRE & SERVICE	116.90	404982	
APAC, INC. - TROTTI & THOMSOM	115.70	404984	
ALL-PHASE ELECTRIC SUPPLY	145.00	404991	
FAILS GARAGE	159.50	404998	
W.W. GRAINGER, INC.	244.64	405002	
MID-COUNTY ALTERNATOR	125.00	405021	
MUNRO'S	18.45	405025	
RITTER @ HOME	21.73	405033	
AT&T	89.31	405040	
WASTE MGT. GOLDEN TRIANGLE, INC.	81.18	405058	
TED'S UPHOLSTERY	150.00	405073	
PATHMARK TRAFFICE PRODUCTS OF TEXAS	393.50	405108	
BUMPER TO BUMPER	89.92	405117	
CENTERPOINT ENERGY RESOURCES CORP	112.59	405118	
NEW WAVE WELDING TECHNOLOGY	6.82	405138	
INTERSTATE ALL BATTERY CENTER - BMT	90.95	405146	
DE LAGE LANDEN PUBLIC FINANCE	104.00	405165	2,065.19**
ROAD & BRIDGE PCT. # 3			
CASH ADVANCE ACCOUNT	1,095.88	405013	
OFFICE DEPOT	41.64	405028	
WALMART COMMUNITY BRC	124.94	405094	
LAMAR STATE COLLEGE/PORT ARTHUR	1,000.00	405114	
DE LAGE LANDEN PUBLIC FINANCE	154.80	405165	2,417.26**
ROAD & BRIDGE PCT.#4			
APAC, INC. - TROTTI & THOMSOM	2,670.45	404984	
COASTAL WELDING SUPPLY	42.00	404988	
RB EVERETT & COMPANY, INC.	1,251.50	404996	
CASH ADVANCE ACCOUNT	341.42	405013	
M&D SUPPLY	40.43	405017	
MUNRO'S	72.93	405025	
PHILPOTT MOTORS, INC.	117.30	405029	
SMART'S TRUCK & TRAILER, INC.	122.28	405039	
AT&T	73.72	405040	
TRIANGLE ENGINE DIST.	93.20	405056	
UNITED STATES POSTAL SERVICE	41.37	405096	
SIERRA SPRING WATER CO. - BT	21.51	405098	
BELT SOURCE	62.82	405123	
INTERSTATE ALL BATTERY CENTER - BMT	113.95	405146	
DE LAGE LANDEN PUBLIC FINANCE	373.37	405165	
ASCO	1,778.70	405191	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	512.91	405204	7,729.86**
ENGINEERING FUND			
VERIZON WIRELESS	246.40	405092	
UNITED STATES POSTAL SERVICE	7.38	405096	
DE LAGE LANDEN PUBLIC FINANCE	662.83	405165	916.61**
PARKS & RECREATION			
ENTERGY	1,366.12	405004	
JIFFY TROPHIES	2.50	405014	
WALMART COMMUNITY BRC	89.00	405094	1,457.62**
GENERAL FUND			
TAX OFFICE			
THE EXAMINER	2,586.00	404997	
OFFICE DEPOT	308.27	405028	
UNITED STATES POSTAL SERVICE	1,455.96	405096	
US POSTAL SERVICE	1,198.00	405101	

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	506.82	405165	6,055.05*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	185.00	404985	
MOORMAN & ASSOCIATES, INC.	450.00	405024	
OFFICE DEPOT	740.27	405028	
PRE CHECK, INC.	363.25	405077	
UNITED STATES POSTAL SERVICE	3.65	405096	1,847.51*
DE LAGE LANDEN PUBLIC FINANCE	105.34	405165	
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	24.54	405096	172.97*
DE LAGE LANDEN PUBLIC FINANCE	148.43	405165	
COUNTY CLERK			
OFFICE DEPOT	87.30	405028	
TAC - TEXAS ASSN. OF COUNTIES	460.00	405049	
XEROX CORPORATION	1,010.86	405065	
UNITED STATES POSTAL SERVICE	271.12	405096	
DE LAGE LANDEN PUBLIC FINANCE	1,501.35	405165	3,330.63*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	400.00	405000	
UNITED STATES POSTAL SERVICE	9.91	405096	
JEFF R BRANICK	528.92	405126	
ROBIN KRET	500.00	405145	
HARVEY L WARREN III	1,000.00	405150	
DE LAGE LANDEN PUBLIC FINANCE	105.34	405165	
ANDREW P GERTZ	500.00	405227	3,044.17*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	3.25	405096	80.65*
DE LAGE LANDEN PUBLIC FINANCE	77.40	405165	
COUNTY TREASURER			
TAC - TEXAS ASSN. OF COUNTIES	450.00	405048	
UNITED STATES POSTAL SERVICE	290.40	405096	
DE LAGE LANDEN PUBLIC FINANCE	478.80	405165	1,219.20*
PRINTING DEPARTMENT			
DE LAGE LANDEN PUBLIC FINANCE	1,198.98	405165	1,198.98*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	299.24	404995	
UNITED STATES POSTAL SERVICE	6.06	405096	
DE LAGE LANDEN PUBLIC FINANCE	105.34	405165	410.64*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	55.00	405013	
TIME WARNER COMMUNICATIONS	192.23	405050	
DYNAMEX INC	202.73	405201	449.96*
DATA PROCESSING			
OFFICE DEPOT	54.62	405028	
CDW COMPUTER CENTERS, INC.	747.46	405074	
SHI GOVERNMENT SOLUTIONS, INC.	121.00	405099	1,071.51*
DE LAGE LANDEN PUBLIC FINANCE	148.43	405165	
VOTERS REGISTRATION DEPT			
OFFICE DEPOT	446.65	405028	
UNITED STATES POSTAL SERVICE	140.62	405096	
DE LAGE LANDEN PUBLIC FINANCE	73.36	405165	660.63*
ELECTIONS DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	33.81	405096	
DE LAGE LANDEN PUBLIC FINANCE	387.38	405165	
			421.19*
DISTRICT ATTORNEY			
OFFICE DEPOT	354.42	405028	
TEXAS DISTRICT & COUNTY ATTY ASSN.	350.00	405054	
CDW COMPUTER CENTERS, INC.	480.88	405074	
UNITED STATES POSTAL SERVICE	289.69	405096	
MCM ELEGANTE HOTEL	97.75	405121	
ACADIAN AMBULANCE SERVICE	104.00	405140	
DE LAGE LANDEN PUBLIC FINANCE	636.38	405165	
PDR DISTRIBUTION LLC	119.90	405172	
FILE & SERVE XPRESS LLC	20.00	405186	
THOMSON REUTERS-WEST	1,794.80	405193	
HIGGINBOTHAM INSURANCE AGENCY INC	100.00	405220	
TEXAS WORKFORCE COMMISSION	1,500.00	405232	
			5,847.82*
DISTRICT CLERK			
CASH ADVANCE ACCOUNT	1,253.83	405013	
TAC - TEXAS ASSN. OF COUNTIES	230.00	405043	
UNITED STATES POSTAL SERVICE	214.05	405096	
US POSTAL SERVICE	1,198.00	405100	
DE LAGE LANDEN PUBLIC FINANCE	125.46	405165	
BARCODES LLC	385.00	405168	
			3,406.34*
CRIMINAL DISTRICT COURT			
GAYLYN COOPER	800.00	404979	
LEAH HAYES	82.45	405005	
TERRENCE HOLMES	867.66	405007	
MSC SYSTEMS	87.50	405070	
UNITED STATES POSTAL SERVICE	.81	405096	
DE LAGE LANDEN PUBLIC FINANCE	77.40	405165	
JAMES R. MAKIN, P.C.	1,125.00	405166	
ALEX BILL III	900.00	405167	
			3,940.82*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.81	405096	
LEXIS-NEXIS	112.00	405097	
DE LAGE LANDEN PUBLIC FINANCE	77.40	405165	
			190.21*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.48	405096	
DE LAGE LANDEN PUBLIC FINANCE	73.36	405165	
			73.84*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.81	405096	
LEXIS-NEXIS	54.00	405097	
DE LAGE LANDEN PUBLIC FINANCE	73.36	405165	
			128.17*
172ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.41	405096	
LEXIS-NEXIS	53.00	405097	
DE LAGE LANDEN PUBLIC FINANCE	77.40	405165	
			130.81*
252ND DISTRICT COURT			
GAYLYN COOPER	800.00	404980	
JOHN D WEST	900.00	405076	
UNITED STATES POSTAL SERVICE	18.49	405096	
LEXIS-NEXIS	53.00	405097	
DE LAGE LANDEN PUBLIC FINANCE	529.96	405165	
JAMES R. MAKIN, P.C.	2,368.75	405166	
JOHN WOOLDRIDGE	112.70	405217	
			4,782.90*
279TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
GAYLYN COOPER	1,050.00	404980	
JACK LAWRENCE	325.00	404981	
LAIRON DOWDEN, JR.	650.00	404993	
ANITA F. PROVO	150.00	405032	
BRACK JONES JR.	325.00	405071	
CHARLES ROJAS	225.00	405075	
LEXIS-NEXIS	53.00	405097	
KIMBERLY PHELAN, P.C.	450.00	405122	
DE LAGE LANDEN PUBLIC FINANCE	285.95	405165	
MATUSKA LAW FIRM	400.00	405207	
TARA SHELANDER	75.00	405214	
317TH DISTRICT COURT			3,988.95*
TAMARA DEROUEN	900.00	405069	
LEXIS-NEXIS	53.00	405097	
DE LAGE LANDEN PUBLIC FINANCE	77.40	405165	
JUSTICE COURT-PCT 1 PL 1			1,030.40*
UNITED STATES POSTAL SERVICE	51.20	405096	
DE LAGE LANDEN PUBLIC FINANCE	125.00	405165	
JUSTICE COURT-PCT 1 PL 2			176.20*
NANCY BEAULIEU	772.24	405159	
DE LAGE LANDEN PUBLIC FINANCE	73.36	405165	
JUSTICE COURT-PCT 2			845.60*
CASH ADVANCE ACCOUNT	529.37	405013	
JUSTICE COURT-PCT 4			529.37*
CASH ADVANCE ACCOUNT	775.88	405013	
AT&T	73.72	405040	
US POSTAL SERVICE	830.00	405102	
DE LAGE LANDEN PUBLIC FINANCE	104.00	405165	
JUSTICE COURT-PCT 6			1,783.60*
CASH ADVANCE ACCOUNT	333.92	405013	
TAC - TEXAS ASSN. OF COUNTIES	60.00	405042	
UNITED STATES POSTAL SERVICE	21.59	405096	
DE LAGE LANDEN PUBLIC FINANCE	73.36	405165	
JUSTICE COURT-PCT 7			488.87*
OFFICE DEPOT	89.55	405028	
JUSTICE OF PEACE PCT. 8			89.55*
UNITED STATES POSTAL SERVICE	6.24	405096	
DE LAGE LANDEN PUBLIC FINANCE	265.00	405165	
COUNTY COURT AT LAW NO.1			271.24*
UNITED STATES POSTAL SERVICE	.81	405096	
LEXIS-NEXIS	45.00	405097	
DE LAGE LANDEN PUBLIC FINANCE	350.69	405165	
COUNTY COURT AT LAW NO. 2			396.50*
CHARLES ROJAS	350.00	405075	
UNITED STATES POSTAL SERVICE	35.73	405096	
DE LAGE LANDEN PUBLIC FINANCE	73.36	405165	
COUNTY COURT AT LAW NO. 3			459.09*
UNITED STATES POSTAL SERVICE	34.51	405096	
DE LAGE LANDEN PUBLIC FINANCE	73.36	405165	
COURT MASTER			107.87*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	.81	405096	
LEXIS-NEXIS	53.00	405097	
DE LAGE LANDEN PUBLIC FINANCE	104.00	405165	157.81*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	5.25	405096	
DE LAGE LANDEN PUBLIC FINANCE	73.36	405165	78.61*
COMMUNITY SUPERVISION			
DE LAGE LANDEN PUBLIC FINANCE	332.16	405165	332.16*
SHERIFF'S DEPARTMENT			
BECKER PRINTING COMPANY, INC.	1,025.75	404986	
HERNANDEZ OFFICE SUPPLY, INC.	21.50	405006	
CASH ADVANCE ACCOUNT	535.36	405013	
RITTER @ HOME	126.92	405033	
RALPH'S INDUSTRIAL ELECTRONICS	32.70	405034	
AT&T	119.28	405040	
UNITED STATES POSTAL SERVICE	1,167.11	405096	
JAMIE MILLER	17.31	405111	
CODE BLUE	436.00	405115	
ACCESSDATA	5,100.60	405141	
DE LAGE LANDEN PUBLIC FINANCE	1,073.06	405165	
SILSBEE FORD INC	134.31	405202	9,789.90*
CRIME LABORATORY			
DE LAGE LANDEN PUBLIC FINANCE	104.00	405165	104.00*
JAIL - NO. 2			
AAA LOCK & SAFE	100.00	404974	
COASTAL WELDING SUPPLY	122.75	404988	
COBURN'S, BEAUMONT BOWIE (1)	186.38	404989	
ECOLAB	399.90	404994	
W.W. GRAINGER, INC.	80.80	405002	
JOHNSON SUPPLY	258.87	405015	
M&D SUPPLY	88.14	405017	
MOORE SUPPLY, INC.	551.65	405023	
OFFICE DEPOT	259.98	405028	
SHERWIN-WILLIAMS	88.72	405038	
AT&T	1,342.61	405040	
WASTE MGT. GOLDEN TRIANGLE, INC.	2,002.96	405061	
WASTE MGT. GOLDEN TRIANGLE, INC.	1,849.40	405062	
WORTH HYDROCHEM	327.00	405064	
LOWE'S HOME CENTERS, INC.	83.76	405103	
LONE STAR UNIFORMS, INC.	728.60	405105	
BAKER DISTRIBUTING COMPANY	120.00	405110	
ICS	6,876.00	405136	
FIRETROL PROTECTION SYSTEMS, INC.	146.00	405142	
WORLD FUEL SERVICES	1,457.94	405148	
FIVE STAR CORRECTIONAL SERVICE	16,804.85	405152	
DE LAGE LANDEN PUBLIC FINANCE	1,366.16	405165	
INDUSTRIAL & COMMERCIAL MECHANICAL	4,325.00	405181	
CONMED INC	272,453.36	405188	
MATERA PAPER COMPANY INC	2,474.50	405192	
THOMSON REUTERS-WEST	888.00	405193	
KROPP HOLDINGS INC	761.22	405197	
24 HR SAFETY LLC	40.00	405211	316,184.55*
JUVENILE PROBATION DEPT.			
HERNANDEZ OFFICE SUPPLY, INC.	57.44	405006	
OFFICE DEPOT	278.73	405028	
UNITED STATES POSTAL SERVICE	19.64	405096	
DE LAGE LANDEN PUBLIC FINANCE	221.79	405165	577.60*
JUVENILE DETENTION HOME			
ISI COMMERCIAL REFRIGERATION	155.00	405009	

NAME	AMOUNT	CHECK NO.	TOTAL
OAK FARM DAIRY	372.65	405072	
WALMART COMMUNITY BRC	34.61	405094	
FLOWERS FOODS	118.06	405112	
BEN E KEITH FOODS	2,537.60	405113	
CENTERPOINT ENERGY RESOURCES CORP	585.78	405118	
VANSCHUCA SANDERS-CHEVIS	600.00	405130	
DE LAGE LANDEN PUBLIC FINANCE	327.69	405165	4,731.39*
CONSTABLE PCT 1			
OFFICE DEPOT	99.31	405028	
TAC - TEXAS ASSN. OF COUNTIES	305.00	405044	
UNITED STATES POSTAL SERVICE	92.02	405096	
CODE BLUE	125.00	405115	
DE LAGE LANDEN PUBLIC FINANCE	460.79	405165	1,082.12*
CONSTABLE-PCT 4			
AT&T	36.86	405040	
TAC - TEXAS ASSN. OF COUNTIES	130.00	405045	
DE LAGE LANDEN PUBLIC FINANCE	229.00	405165	395.86*
CONSTABLE-PCT 6			
TAC - TEXAS ASSN. OF COUNTIES	200.00	405046	
CDW COMPUTER CENTERS, INC.	77.81	405074	
UNITED STATES POSTAL SERVICE	16.83	405096	
DE LAGE LANDEN PUBLIC FINANCE	73.36	405165	368.00*
CONSTABLE PCT. 8			
OFFICE DEPOT	183.79	405028	
TAC - TEXAS ASSN. OF COUNTIES	95.00	405047	
DE LAGE LANDEN PUBLIC FINANCE	460.50	405165	739.29*
COUNTY MORGUE			
A1 FILTER SERVICE COMPANY	23.60	405176	23.60*
AGRICULTURE EXTENSION SVC			
STARLA B. GARLICK	553.72	404978	
WALMART COMMUNITY BRC	18.53	405094	
UNITED STATES POSTAL SERVICE	23.95	405096	
DE LAGE LANDEN PUBLIC FINANCE	148.43	405165	
EMILEE BEAN	263.92	405200	1,008.55*
HEALTH AND WELFARE NO. 1			
MERCY FUNERAL HOME	1,500.00	405020	
CDW COMPUTER CENTERS, INC.	406.42	405074	
UNITED STATES POSTAL SERVICE	68.36	405096	
CENTERPOINT ENERGY RESOURCES CORP	42.14	405119	
DE LAGE LANDEN PUBLIC FINANCE	579.70	405165	2,596.62*
HEALTH AND WELFARE NO. 2			
GRAMMIER-OBERLE FUNERAL HOME	1,500.00	405003	
OFFICE DEPOT	225.69	405028	
PHYSICIAN SALES & SERVICE, INC.	142.52	405030	
TIME WARNER COMMUNICATIONS	78.13	405052	
CDW COMPUTER CENTERS, INC.	267.91	405074	
DE LAGE LANDEN PUBLIC FINANCE	178.70	405165	2,392.95*
NURSE PRACTITIONER			
DE LAGE LANDEN PUBLIC FINANCE	73.36	405165	
LESLIE LITTLE	169.00	405218	242.36*
CHILD WELFARE UNIT			
KEYANA HAILEY PAYEE	20.00	405107	
TYMIR WILSON PAYEE	20.00	405124	

NAME	AMOUNT	CHECK NO.	TOTAL
CHUMARI WILSON PAYEE	20.00	405125	
TAYLOR SAVOY PAYEE	20.00	405127	
TYLER SAVOY PAYEE	20.00	405128	
DEVIN KASPAR	20.00	405134	
KVONNA RICHARD PAYEE	20.00	405135	
SIDNEY SCYPION	20.00	405149	
AIYANA DAVIS PAYEE	20.00	405151	
JAYLISHA ARDOIN	20.00	405154	
ANDREW REISNER	40.00	405157	
DIAMOND DELFIERRO PAYEE	20.00	405161	
KRISTIN SIMONS PAYEE	20.00	405169	
ANTHONY DISOMBA PAYEE	20.00	405171	
AARON VINSON	20.00	405173	
CONNOR BELDEN	110.00	405174	
WILLIAM GILBERT	60.00	405175	
ALYJAH HALEY	20.00	405177	
RHONDA PRUDHOMME	20.00	405178	
LAFRONIA BATISTE	20.00	405182	
ROBIN FRANK PAYEE	20.00	405184	
ARIANNA HALEY	40.00	405189	
QUINN DIXON PAYEE	20.00	405190	
HUNTER LACROIX	20.00	405194	
KAYANA SIMON PAYEE	20.00	405195	
JACOB GILBERT PAYEE	60.00	405198	
MAKAYLEE ANDERSON	50.00	405199	
ABBIE BLANDFORD	20.00	405205	
LONDYN GRIFFIN PAYEE	30.00	405208	
ASHANTI M MCCRAY	80.00	405209	
FATIMA ZAVALA	20.00	405210	
AAYARRII CEASAR	20.00	405212	
TRELIN FARR	20.00	405213	
SIERRA M COLLAZO	20.00	405215	
SKYLAR DANIELS PAYEE	20.00	405216	
DONALD ORCHID	20.00	405219	
JOHN SCHEXNIDER	20.00	405221	
JERMICA AUGUST FC	20.00	405222	
DEVYN DAVIS	20.00	405223	
AALIYAH J EMERSON	20.00	405229	
TYKERIAH SIMON	15.00	405230	
JLYNN J HENDRIX	20.00	405231	
ENVIRONMENTAL CONTROL			1,145.00*
CASH ADVANCE ACCOUNT	827.44	405013	
POSTMASTER	392.00	405031	
AT&T	50.10	405040	
PCM-G	5,475.00	405144	
DE LAGE LANDEN PUBLIC FINANCE	460.79	405165	
INDIGENT MEDICAL SERVICES			7,205.33*
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	405137	
CARDINAL HEALTH 110 INC	18,441.43	405196	
MAINTENANCE-BEAUMONT			22,214.43*
MARK'S PLUMBING PARTS	147.47	404975	
M&D SUPPLY	204.89	405017	
MANNINGS SCHOOL SUPPLY	904.70	405018	
OFFICE DEPOT	122.84	405028	
RALPH'S INDUSTRIAL ELECTRONICS	76.15	405034	
SANITARY SUPPLY, INC.	821.78	405036	
ACE IMAGEWEAR	189.27	405037	
WORTH HYDROCHEM	250.00	405064	
DE LAGE LANDEN PUBLIC FINANCE	73.36	405165	
MAINTENANCE-PORT ARTHUR			2,790.46*
GUARDIAN FORCE	108.00	404977	
ENTERGY	3,673.94	405004	
NOACK LOCKSMITH	22.50	405026	
SANITARY SUPPLY, INC.	845.23	405036	
TIME WARNER COMMUNICATIONS	66.11	405051	

NAME	AMOUNT	CHECK NO.	TOTAL
WASTE MGT. GOLDEN TRIANGLE, INC.	69.89	405058	
RUTTY & MORRIS LLC	5,205.00	405133	
PARKER LUMBER	130.95	405155	
DE LAGE LANDEN PUBLIC FINANCE	150.76	405165	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	142.30	405224	
MAINTENANCE-MID COUNTY			10,414.68*
ALL-PHASE ELECTRIC SUPPLY	59.40	404991	
ACE IMAGEWEAR	28.51	405037	
WASTE MGT. GOLDEN TRIANGLE, INC.	155.57	405058	
BUBBA'S AIR CONDITIONING	260.50	405067	
WALMART COMMUNITY BRC	417.96	405094	
CENTERPOINT ENERGY RESOURCES CORP	349.06	405118	
DE LAGE LANDEN PUBLIC FINANCE	77.40	405165	
AI FILTER SERVICE COMPANY	93.50	405176	
SERVICE CENTER			1,441.90*
INTERSTATE BATTERIES OF BEAUMONT/PA	407.75	405008	
J.K. CHEVROLET CO.	354.03	405010	
AT&T	59.54	405040	
TRI-CON, INC.	11,498.17	405057	
WASTE MGT. GOLDEN TRIANGLE, INC.	162.36	405059	
ZEE MEDICAL SERVICE	156.40	405066	
JEFFERSON CTY. TAX OFFICE	16.75	405078	
JEFFERSON CTY. TAX OFFICE	7.50	405079	
JEFFERSON CTY. TAX OFFICE	7.50	405080	
JEFFERSON CTY. TAX OFFICE	7.50	405081	
JEFFERSON CTY. TAX OFFICE	7.50	405082	
JEFFERSON CTY. TAX OFFICE	7.50	405083	
JEFFERSON CTY. TAX OFFICE	7.50	405084	
JEFFERSON CTY. TAX OFFICE	7.50	405085	
JEFFERSON CTY. TAX OFFICE	16.75	405086	
JEFFERSON CTY. TAX OFFICE	7.50	405087	
JEFFERSON CTY. TAX OFFICE	7.50	405088	
JEFFERSON CTY. TAX OFFICE	7.50	405089	
JEFFERSON CTY. TAX OFFICE	7.50	405090	
FIRST CALL	13.98	405106	
VOYAGER FLEET SYSTEM, INC.	21,395.06	405109	
BUMPER TO BUMPER	241.07	405117	
SNAP-ON-TOOLS	217.00	405139	
UNIFIRST HOLDINGS INC	21.97	405147	
DE LAGE LANDEN PUBLIC FINANCE	73.36	405165	
MIGHTY OF SOUTHEAST TEXAS	97.85	405170	
SILSBEE FORD INC	205.20	405202	
VETERANS SERVICE			35,019.74*
UNITED STATES POSTAL SERVICE	10.54	405096	
DE LAGE LANDEN PUBLIC FINANCE	464.62	405165	
MOSQUITO CONTROL FUND			475.16*
			470,143.31**
CLARKE MOSQUITO CONTROL	37,094.40	404987	
FALCON CREST AVIATION SUPPLY, INC.	77.57	404999	
MUNRO'S	101.70	405025	
OFFICE DEPOT	61.66	405028	
RITTER @ HOME	32.94	405033	
CENTERPOINT ENERGY RESOURCES CORP	461.26	405118	
JEFFERSON COUNTY CREDIT CARDS	52.00	405156	
DE LAGE LANDEN PUBLIC FINANCE	73.36	405165	
FAMILY GROUP CONFERENCING			37,954.89**
DE LAGE LANDEN PUBLIC FINANCE	77.40	405165	
J.C. FAMILY TREATMENT CT.			77.40**
CASH ADVANCE ACCOUNT	370.32	405013	
SECURITY FEE FUND			370.32**

NAME	AMOUNT	CHECK NO.	TOTAL
COTTON CARGO	30.00	404992	
ABLE'S SPORTING	383.83	405187	
LAW LIBRARY FUND			413.83**
JAMES PUBLISHING, INC.	124.00	405011	
TEXAS LAWYER	395.00	405055	
LEXISNEXIS MATTHEW BENDER	934.63	405104	
THOMSON REUTERS-WEST	2,205.71	405193	
JUVENILE TJPC-A-2014-123			3,659.34**
CASH ADVANCE ACCOUNT	144.00	405013	
JOHN ANDERSON	219.08	405153	
JUVENILE PROB & DET. FUND			363.08**
GLEN MILLS SCHOOLS	3,916.08	405022	
HAYS COUNTY	3,920.00	405068	
IV-E FOSTER CARE			7,836.08**
VERIZON WIRELESS	59.04	405091	
COMMUNITY SUPERVISION FND			59.04**
DIANNA L. COLUMBUS	115.00	404990	
CASH ADVANCE ACCOUNT	273.25	405013	
SAM HOUSTON STATE UNIVERSITY	450.00	405035	
WASTE MGT. GOLDEN TRIANGLE, INC.	629.01	405061	
UNITED STATES POSTAL SERVICE	176.40	405096	
JCCSC	316.00	405160	
PRINTMAILPRO.COM	209.72	405179	
GREGORY CLARK JR	108.35	405185	
JEFF. CO. WOMEN'S CENTER			2,277.73**
LUBE SHOP	82.48	405016	
M&D SUPPLY	325.43	405017	
KIM MCKINNEY, LPC, LMFT	225.00	405019	
AT&T	128.02	405040	
SYSCO FOOD SERVICES, INC.	913.11	405041	
TOWER COMMUNICATIONS, INC.	60.00	405093	
BEN E KEITH FOODS	755.91	405113	
CENTERPOINT ENERGY RESOURCES CORP	383.24	405118	
DE LAGE LANDEN PUBLIC FINANCE	292.40	405165	
COMMUNITY CORRECTIONS PRG			3,165.59**
DE LAGE LANDEN PUBLIC FINANCE	115.38	405165	
DRUG DIVERSION PROGRAM			115.38**
CASH ADVANCE ACCOUNT	756.98	405013	
DE LAGE LANDEN PUBLIC FINANCE	115.38	405165	
TISH JONES	29.90	405206	
DRUG INTERVENTION COURT			902.26**
CASH ADVANCE ACCOUNT	980.30	405013	
COUNTY RECORDS MANAGEMENT			980.30**
UNITED STATES POSTAL SERVICE	.81	405096	
DEPUTY SHERIFF EDUCATION			.81**
TTI-SAFETY15	200.00	404983	
TTPOA	150.00	405053	
CONST. PCT. 6 EDUCATION			350.00**
CASH ADVANCE ACCOUNT	954.88	405013	
UNCLAIMED FUNDS MGMT FUND			954.88**

NAME	AMOUNT	CHECK NO.	TOTAL
DAVID LEIGH JEFFREY	15.00	405228	15.00**
HOTEL OCCUPANCY TAX FUND			
GOLD CREST ELECTRIC CO., INC.	529.62	405001	
CASH ADVANCE ACCOUNT	447.43	405013	
M&D SUPPLY	121.13	405017	
AT&T	172.08	405040	
WASTE MGT. GOLDEN TRIANGLE, INC.	81.78	405060	
FIELD TURF USA INC	115,726.22	405131	
LA RUE ROUGEAU	52.90	405132	
DE LAGE LANDEN PUBLIC FINANCE	431.67	405165	117,562.83**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	210.68	405165	210.68**
COUNTY CLERK ELECTION CON			
RALPH'S INDUSTRIAL ELECTRONICS	1,033.14	405034	1,033.14**
CAPITAL PROJECTS FUND			
BAILEY'S ARCHITECTS INC	7,917.61	405129	
LJA ENGINEERING INC	20,752.00	405180	
CONSTRUCTION ZONE OF TEXAS LLC	35,631.00	405203	
GOSS BUILDING INC	9,408.60	405225	73,709.21**
AIRPORT FUND			
AT&T	577.42	405040	
CENTERPOINT ENERGY RESOURCES CORP	2,667.87	405118	
DE LAGE LANDEN PUBLIC FINANCE	177.36	405165	3,422.65**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	98,836.18	405158	98,836.18**
SETEC FUND			
ALLIANCE MECHANICAL SERVICES	1,200.00	405116	1,200.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	3,408.63	405120	3,408.63**
D.A.'S FORFEITURED FUNDS			
PCM-G	8,032.65	405144	8,032.65**
SHERIFF'S FORFEITURE FUND			
CASH ADVANCE ACCOUNT	164.00	405013	
DONALD NANCE	123.00	405143	287.00**
ORCA - IKE			
N&T CONSTRUCTION COMPANY, INC.	162,407.29	404976	
MK CONSTRUCTORS	101,984.20	405183	264,391.49**
MARINE DIVISION			
ENTERGY	570.57	405004	
M&D SUPPLY	69.21	405017	
AT&T	79.10	405040	
NEDERLAND HARDWARE SUPPLY	69.17	405063	
BUMPER TO BUMPER	96.90	405117	
BILLY OWENS	128.00	405226	1,012.95**
			1,118,377.03***



# PROCLAMATION

STATE OF TEXAS

§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, on motion made by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, the following Proclamation was adopted:

## SOIL & WATER STEWARDSHIP WEEK April 26 – May 3, 2015

*WHEAREAS*, fertile soil and clean water provide us with our daily sustenance; and

*WHEREAS*, effective conservation practices have helped provide us a rich standard of living; and

*WHEREAS*, our security depends upon healthy soil and clean water; and

*WHEREAS*, stewardship calls for each person to help conserve these precious resources,

**NOW THEREFORE**, the Commissioners' Court of Jefferson County does hereby proclaim April 26 to May 3, 2015 as Soil & Water Stewardship Week in the State of Texas and we urge all citizens to celebrate this special observance, and further, to reflect on ways that together that we can contribute to a healthy environment and make Texas and even greater place to live, work and raise a family.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
JEFF R. BRANICK  
County Judge

\_\_\_\_\_  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

\_\_\_\_\_  
MICHAEL S. SINEGAL  
Precinct No. 3

\_\_\_\_\_  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4

**AGENDA ITEM****March 23, 2015**

Receive and file executed Agreement for Temporary Private Crossing between Jefferson County, Texas and BNSF Railway Company for the Brakes Bayou Bridge Project.

Mr. Donald Roe  
Jefferson County, Texas  
1149 Pearl Street  
Beaumont, TX 77701



March 3, 2015

Mr. Donald Roe  
Jefferson County, Texas  
1149 Pearl Street  
Beaumont, TX 77701

Re: Beaumont, Texas; Tracking #15-51819

Dear Mr. Roe:

Enclosed please find one (1) fully executed Agreement for your file. **A copy of the executed Agreement must be available upon request at the job site allowing authorization to do any work.** Please contact the Roadmaster at telephone (936) 242-9332 (cell), (713) 847-3580 (office) or Timothy.Wilson@BNSF.com, ten (10) days in advance of entry and **BEFORE YOU DIG, CALL 1-800-533-2891.** If you need additional information please contact me at (817) 230-2651.

Sincerely,

*Blake Jung*

Blake Jung  
Associate Manager Permits

Enclosure

cc: Timothy Wilson - BNSF Roadmaster – Timothy.Wilson@bnsf.com

## AGREEMENT FOR TEMPORARY PRIVATE CROSSING

**THIS AGREEMENT** ("Agreement"), made this 3<sup>rd</sup> day of March, 2015, ("Effective Date") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation (hereinafter called "Licensor") and **JEFFERSON COUNTY, TEXAS** (hereinafter whether one or more persons or corporations called the "Licensee").

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree to the following:

### GENERAL

1. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, estates of third parties, including, without limitation, any leases, licenses, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct, maintain, and use in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process ("the Drawings and Specifications") an at-grade Temporary crossing, thirty-two (32') feet wide ("Crossing"), across the rail corridor of Licensor at or near Licensor's station of Beaumont, County of Jefferson, State of Texas, Line Segment 7549, Mile Post 0.99, DOT No. 023698X, at the location and in the manner shown upon the print, marked "Exhibit A," attached hereto made a part hereof ("Premises") for the purposes specified in Section 3. For convenience, said Crossing, including crossing surface and all appurtenances thereto between the ends of railroad ties, cattle guards, farm gates or barriers, drainage facilities, traffic signs or devices, identification signs approved by Licensor, whistling posts, or other appurtenances, if any, are hereinafter collectively referred to as the "Crossing". Licensee must also adhere to the stipulations as set forth on the attached Exhibit "C".
2. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use of such improvements.
3. It is expressly stipulated that the Crossing is to be a strictly private one, to be solely used for the purpose set forth in Licensee's Application for Crossing attached hereto as Exhibit B and is not intended for and shall not be for public use. The Licensee, without expense to Licensor, will take any and all necessary action to preserve the private character of the Crossing and prevent its use as a public road. In the event Licensor determines that:
  - (a) the Crossing is being used for a purpose or in a manner not set forth in Exhibit B;
  - (b) there is a significant change in the volume or nature of traffic at the Crossing; or
  - (c) the Licensee has in any way breached the terms or conditions of this Agreement, Licensor shall have the right to terminate this Agreement in accordance with Section 26.
4. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises or the Crossing, Licensor shall not be liable to refund Licensee any compensation paid hereunder or for any damage Licensee sustains in connection therewith.
5. Any contractors or subcontractors performing work on the Premises or the Crossing, or entering the Premises on behalf of Licensee, shall be deemed agents of Licensee for purposes of this Agreement.

**TERM**

6. This Agreement shall commence on the Effective Date and shall continue for a period of Eighteen (18) months, subject to prior termination as hereinafter described.

**COMPENSATION**

7. Licensee agrees to pay to Licensor in advance:
- (a) Licensor waives the fee for the use of the premises
8. Licensee agrees to pay to Licensor from time to time within thirty (30) days after bills are rendered therefor the entire cost of maintaining the Crossing, including, but not limited to the expense incurred by Licensor resulting from the necessity to remove and replace the Crossing in connection with resurfacing or maintaining Licensor's right of way and tracks including but not limited to the furnishing of Licensor's Flagman and any vehicle rental costs incurred. The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the Licensee. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.
9. Licensee agrees to pay to Licensor the entire cost of constructing, installing, performing, maintaining, repairing, renewing, and replacing any cattle guards, farm gates or barriers, track drainage facilities, traffic signs or devices, whistle posts, stop signs or other appurtenances shown on Exhibit "A", or any such appurtenances or warning signs and devices that may subsequently be required to be upgraded by Licensor, by law, by change of volume and nature of vehicular traffic, or by any public authority having jurisdiction. The Licensee is also responsible for notifying Licensor in writing of any need for upgrading the vehicular traffic control devices or signs at or near the Crossing, since the Licensee is most knowledgeable concerning the volume and nature of the vehicular traffic. In addition, Licensee shall notify Licensor if any significant change in volume or nature of traffic at the crossing.

**COMPLIANCE WITH LAWS**

10. (a) Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the construction, maintenance, and use of the Crossing and the use of the Premises.
- (b) Prior to entering the Premises, Licensee shall and shall cause its contractor to comply with all Licensor's applicable safety rules and regulations. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor to complete the safety training program at the Licensor's Internet Website "contractororientation.com". This training must be completed no more than one year in advance of Licensee's entry on the Premises.

**DEFINITION OF COST AND EXPENSE**

11. (a) For the purpose of this Agreement, "cost" or "costs" "expense or expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
- (b) All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from thirty (30) days after its invoice date to the date of payment by Licensee at an annual rate equal to (i) the greater of (a) for the period January 1 through June 30, the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2 1/2%), and for the period July 1 through December 31, the prime rate last published in *The Wall Street Journal* in the preceding June plus two and one-half percent (2 1/2%), or (b) twelve percent (12%), or (ii) the maximum rate permitted by law, whichever is less.

**RIGHT OF LICENSOR TO USE**

12. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- (a) to maintain, renew, use, operate, change, modify and relocate any existing pipe, power, communication lines and appurtenances and other facilities or structures of like character upon, over, under or across the Premises;
- (b) to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; or
- (c) to use the Premises in any manner as the Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in Section 3 above.

**LICENSEE'S OPERATIONS**

13. Licensee, at its own expense, shall keep the rail flange ways of said Crossing clear of all snow, dirt, or any other obstructions whatsoever, which may accumulate by virtue of vehicles, equipment, or from machinery crossing thereover or otherwise, and shall remove and keep removed any vegetation along the rail corridor on each side of the crossing so that the motorists' line of sight to approaching trains is not impaired or obstructed by vegetation.
14. It is specifically understood that cables, pipelines, and other electric and/or fiber optic transmission lines may be on, about, along, or under the Premises and Licensee agrees that under no circumstances will Licensee dig in or disturb the surface of the Premises without the express written consent of Licensor.

15. Licensee shall construct and maintain, at its own expense, a roadway (to end of railroad ties) and related roadway drainage in a manner acceptable to Licensor, and safe for use by any vehicles or equipment. Prior to such construction or maintenance, ten (10) days advance notice must be given to Licensor's Roadmaster, Timothy Wilson, at 7903 Fallbrook Dr, Houston, TX 77064, (936) 242-9332 (cell), (713) 847-3580 (office) or Timothy.Wilson@BNSF.com.
16. Licensee agrees to keep any Crossing gates, farm gates or barriers (consisting of a bar, cable gate or chain between posts on both sides of the Railroad rail corridor and straddling the roadway), closed and securely fastened, except when being opened to allow access upon said rail corridor.
17. While this Agreement is personal to Licensee, it is recognized that there is a possibility of the Crossing being used by unauthorized persons, and said Licensee agrees that for the purposes of this agreement all persons using the Crossing shall be deemed the agents or invitees of the Licensee.
18. Licensee shall, at its sole cost and expense, perform all activities on and about the Crossing in such a manner as not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Licensor, or the safe operation and activities of Licensor. If ordered to cease using the Crossing at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Crossing to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Crossing. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this Agreement.
19. If at any time during the term of this Agreement, Licensor shall desire the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Crossing, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Crossing as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the existing or the construction of new a Crossing.
20. Upon termination of this Agreement, Licensor may remove the Crossing and restore the rail corridor to the condition as of the Effective Date of this Agreement at Licensee's sole cost and expense and without incurring any liability to the Licensee. Licensee shall within twenty (20) days after bill is rendered therefor, reimburse Licensor for all costs and expenses, which Licensor may incur in connection therewith.

## **LIABILITY**

21. (a) **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING,**

Form 432; Rev. 08/03/09

WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

- (i) THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,
  - (ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS AGREEMENT,
  - (iii) LICENSEE'S OCCUPATION AND USE OF THE PREMISES,
  - (iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED BY LICENSEE, OR
  - (v) ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LICENSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.
- (b) FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 21(a), LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON THE STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT RAILROAD IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE PREMISES FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. LICENSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LICENSEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS AGREEMENT SHALL NOT IN ANY WAY SUBJECT LICENSOR TO CLAIMS THAT LICENSOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL LICENSOR BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.
- (c) TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE FURTHER AGREES, AND SHALL CAUSE ITS CONTRACTOR TO AGREE, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO

**INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LICENSEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**

- (d) Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this Agreement for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

### **PERSONAL PROPERTY WAIVER**

22. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

### **INSURANCE**

23. Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:
- A. **Commercial General Liability Insurance.** This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by the Licensee. Coverage must be purchased on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
- ◆ Bodily Injury and Property Damage
  - ◆ Personal Injury and Advertising Injury
  - ◆ Fire legal liability
  - ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Licensor.

- ◆ Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor employees.

No other endorsements limiting coverage may be included on the policy.

- B. **Business Automobile Insurance.** This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- ◆ Bodily injury and property damage
  - ◆ Any and all vehicles owned, used or hired
  - ◆ Waiver of subrogation in favor of and acceptable to Licensor.
  - ◆ Additional insured endorsement in favor of and acceptable to Licensor.
  - ◆ Separation of insureds.
  - ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- C. **Workers Compensation and Employers Liability Insurance.** This insurance shall include coverage for, but not limited to:
- ◆ Licensee's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
  - ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

Waiver of subrogation in favor of and acceptable to Licensor

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through policy endorsement, waive their right of subrogation against Licensor for all claims and suits. The certificate of insurance must reflect waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its care, custody or control.

Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention, or other financial responsibility for claims.

Prior to commencing the Work, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Railroad arising out of this agreement, Licensee will make available any required policy covering such claim or lawsuit.

Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this contract. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.

Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this Agreement. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

For purposes of this section, Licensor shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

**ENVIRONMENTAL**

24. (a) Licensee shall strictly comply with all federal, state and local environmental laws and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- (b) Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on or from the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- (c) In the event that Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Premises which occurred or may occur during the term of this Agreement, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- (d) Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this Agreement. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

**DEFAULT**

25. If default shall be made in any of the covenants or agreements of Licensee contained in this document, or in case of any assignment or transfer of this Agreement by operation of law, Licensor may, at its option, terminate this Agreement by serving five (5) days' notice in writing upon Licensee. Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this Agreement. The remedy set forth in this Section 25 shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.

**TERMINATION**

26. This License may be terminated by Licensor, at any time, by serving thirty (30) days' written notice of termination upon Licensee. This License may be terminated by Licensee upon execution of Licensor's Mutual Termination Letter Agreement then in effect. Upon expiration of the time specified in such notice, this License and all rights of Licensee shall absolutely cease.
27. If Licensee fails to surrender to Licensor the Premises, upon any termination of this Agreement, all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered. Termination shall not release Licensee from any liability or obligation, whether of indemnity or otherwise, resulting from any events happening prior to the date of termination.

**ASSIGNMENT**

28. Neither Licensee, nor the heirs, legal representatives, successors or assigns of Licensee, nor any subsequent assignee, shall assign or transfer this Agreement or any interest herein, without the prior written consent and approval of Licensor, which may be withheld in Licensor's sole discretion.

**NOTICES**

29. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.,  
4300 Amon Carter Blvd, Suite 100  
Fort Worth, TX 76155  
Attn: Licenses/Permits

with a copy to: BNSF Railway Company  
2500 Lou Menk Dr. – AOB3  
Fort Worth, TX 76131  
Attn: Senior Manager Real Estate

If to Licensee: Jefferson County, Texas  
1149 Pearl Street  
Beaumont, TX 77701

**SURVIVAL**

30. Neither termination nor expiration will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Premises are restored to its condition as of the Effective Date.

**RECORDATION**

31. It is understood and agreed that this Agreement shall not be placed on public record.

**APPLICABLE LAW**

32. All questions concerning the interpretation or application of provisions of this Agreement shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

**SEVERABILITY**

33. To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

**INTEGRATION**

34. This Agreement is the full and complete agreement between Licensee and Licensor with respect to all matters relating to Licensee's use of the Crossing, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Crossing as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

**MISCELLANEOUS**

35. In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
36. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
37. In the event Licensee conveys, transfers, leases or otherwise grants a right of access and/or use of any interest in all or a portion of Licensee's property which is accessed by the Crossing, Licensee shall notify Licensor in writing of the same within thirty (30) days prior to the date of such conveyance, transfer, lease or grant of access and/or use, and Licensee shall cause any receiver or subsequent holder(s) of such an interest or right ("Holder") to: (1) file an application with Licensor's outside contractor, Jones Lang LaSalle Brokerage, Inc., for use of the Crossing, which application may be granted or denied in Licensor's sole discretion; and (2) upon Licensor's approval of Holder's application, Licensee shall cause Holder to execute Licensor's standard License Agreement then in effect for the use of the Crossing. Licensee may not assign or otherwise transfer, or permit the use of this Agreement or the Crossing by Holder without Licensor's prior written approval for the same and any attempt to do so is a material breach of this Agreement and shall render it null and void.

Jones Lang LaSalle Global Services – RR, Inc. is acting as representative for BNSF Railway Company.

**IN WITNESS WHEREOF**, this License has been duly executed, in duplicate, by the parties hereto as of the day and year first above written.

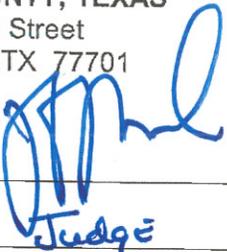
**BNSF RAILWAY COMPANY**

Jones Lang LaSalle Brokerage, Inc.,  
its Attorney in Fact  
4300 Amon Carter Blvd, Suite 100  
Fort Worth, TX 76155

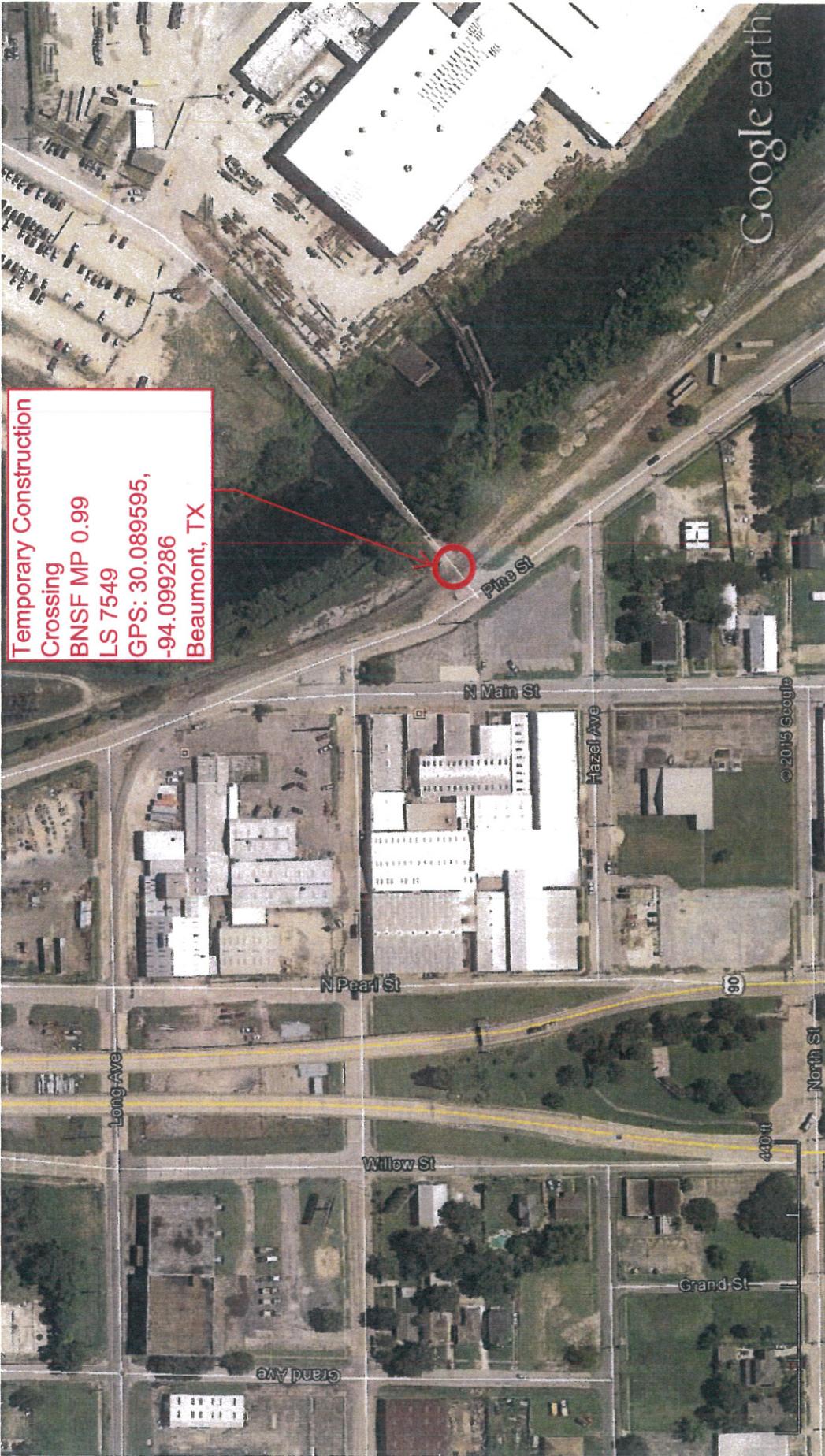
By:   
Ed Darter  
Title: Sr. Vice President - National Accounts

**JEFFERSON COUNTY, TEXAS**

1149 Pearl Street  
Beaumont, TX 77701

By:   
Title: **County Judge**

# EXHIBIT A



Temporary Construction  
 Crossing  
 BNSF MP 0.99  
 LS 7549  
 GPS: 30.089595,  
 -94.099286  
 Beaumont, TX

Google earth

feet  
meters

1000

400





# EXHIBIT B

## APPLICATION FOR PRIVATE CROSSING

Jones Lang LaSalle Brokerage, Inc.  
**ATTN: Permit Services**  
 4300 Amon Carter Blvd.  
 Suite 100  
 Fort Worth, Texas 76155

Applicants Tax ID #  
 or SS #

We submit for your approval the following for a private crossing we propose to build across **BNSF RAILWAY COMPANY'S** right-of-way, as shown on the enclosed sketch.

Applicant understands he or she will be requested to sign a crossing permit, which will provide that Applicant will:

- 1) assume the cost to construct the crossing,
- 2) furnish insurance as requested by BNSF Railway Company,
- 3) reimburse BNSF Railway Company for expenses incurred to maintain this crossing and
- 4) if crossing is temporary assume the cost to remove the crossing.

**Legal Name** to be shown on Permit: Jefferson County, Texas  
 If a corporation, State in which incorporated: \_\_\_\_\_ If not incorporated, attach name(s) of owners or partners.)  
 Address: 1149 Pearl Street, Beaumont, Texas 77701-3638  
 Phone #: (409) 835-8584 FAX: (409) 835-8718  
 Contact Name: Donald M. Rao Email Address: drao@co.jefferson.tx.us

Is this project **ARRA** funded: Yes  No   
 Is Applicant a Railroad Shipper? Yes  No   
 If yes, BNSF Marketing Representative name: \_\_\_\_\_ Phone # \_\_\_\_\_

Crossing Location:

City Beaumont County Jefferson State Texas  
 Highway Name / Number Island Park Rd Crossing is located at RR Milepost 0.99 DOT # \_\_\_\_\_  
 Section 1/4 Township \_\_\_\_\_ Range \_\_\_\_\_ Latitude 30.089595 Longitude -94.099286

Is Crossing New  or Existing?  If Existing does it require rehab? Yes  No   
 Type of Crossing:  
 plank  concrete  other  Describe: \_\_\_\_\_  
 Width of Crossing 32 feet  
 Is Crossing Permanent  or Temporary  If Temporary, specify time period crossing will be required. 18 months  
 Is the Crossing for Residential  Farm  or Commercial  Number of vehicle crossings a day 500  
 Type of user vehicle:  
 Auto  Pickup  Van  Industrial  If Industrial, type. Hot-Mix Asphalt  
 Other private crossings in the vicinity? Yes  No   
 If yes, give distance / direction from the crossing: \_\_\_\_\_  
 What is the distance to the nearest public crossing in either direction: None

Do you own or lease the land on either side of your crossing: Own  Lease   
 If leased, provide owners name \_\_\_\_\_ Phone # \_\_\_\_\_  
 If leased please attach written authorization from legal owner with application.

If this is an existing crossing, how many families are using it now? \_\_\_\_\_ If known, attach names and addresses.  
 If Cooperative use, please attach names and permit numbers held by others and provide proof of land ownership.  
 What are the future plans for this property? \_\_\_\_\_

Date: Jan. 20, 2015  
 Signed: Donald M. Rao  
 Print Name: DONALD M. RAO  
 Title: DIRECTOR OF ENGINEERING  
 Phone #: (409) 835-8584 FAX (409) 835-8718

If you require additional assistance, please contact Heather Calhoun at (817) 230-2633 or [Heather.Calhoun@am.jll.com](mailto:Heather.Calhoun@am.jll.com).



Steven Neubauer  
*Director Field Safety Support*

**BNSF Railway Company**

154

2600 Lou Menk Drive  
Fort Worth, Texas 76131

## **EXHIBIT "C"**

Re: Request submitted to be permitted for use of an at-grade Temporary Private Crossing at or near Beaumont, Jefferson County, Texas at Line Segment 7549, Mile Post 0.99.

The above referenced request is hereby approved under the following conditions:

1. Licensee shall be responsible for coordinating with BNSF Roadmaster Tim Wilson to install road base materials on the approaches to the crossing, at (936) 242-9332 (cell) or (713) 847-3580 (Office).



# PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the \_\_\_\_ day of \_\_\_\_\_, 2015, on motion made by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_, the following Proclamation was adopted:

## YMBL SOUTH TEXAS STATE FAIR DAYS IN JEFFERSON COUNTY

**WHEREAS**, the Annual YMBL South Texas Fair is slated for **March 26<sup>th</sup>** through **April 5, 2015** in Ford Park; and

**WHEREAS**, revenue from the Fair is used by the YMBL to help fund and support various charitable groups and in the past many years the YMBL has been able to provide them millions of dollars; and

**WHEREAS**, this is a once a year opportunity for Southeast Texans to enjoy world-class fun and entertainment fit for the entire family; and

**WHEREAS**, the fair is the only project that actually brings in revenue for the YMBL to grow their ability to serve our area's various charitable groups;

**NOW, THEREFORE, BE IT RESOLVED** that the Commissioners' Court of Jefferson County, Texas, hereby proclaims the days of **March 26 – April 5, 2015**, as **YMBL SOUTH TEXAS STATE FAIR DAYS IN JEFFERSON COUNTY** and we urge all citizens to attend and partake of the fun.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
 County Judge

\_\_\_\_\_  
**COMMISSIONER EDDIE ARNOLD**  
 Precinct No. 1

\_\_\_\_\_  
**COMMISSIONER MICHAEL S. SINEGAL**  
 Precinct No. 3

\_\_\_\_\_  
**COMMISSIONER BRENT A. WEAVER**  
 Precinct No. 2

\_\_\_\_\_  
**COMMISSIONER EVERETTE D. ALFRED**  
 Precinct No. 4



## PROCLAMATION

STATE OF TEXAS

§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the \_\_\_\_ day of \_\_\_\_\_, 2015, on motion made by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, the following Proclamation was adopted:

### NATIONAL SERVICE RECOGNITION DAY

**WHEREAS**, service to others is a hallmark of the American character, and central to how we meet our challenges; and

**WHEREAS**, the nation's county judges and mayors are increasingly turning to national service and volunteerism as a cost-effective strategy to meet county and city needs; and

**WHEREAS**, AmeriCorps and Senior Corps participants address the most pressing challenges facing our cities and counties, from educating students for the jobs of the 21st century and supporting veterans and military families to providing health services and helping communities recover from natural disasters; and

**WHEREAS**, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

**WHEREAS**, AmeriCorps and Senior Corps participants serve in more than 60,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

**WHEREAS**, national service participants increase the impact of the organizations they serve with, both through their direct service and by recruiting and managing millions of additional volunteers; and

**WHEREAS**, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

**WHEREAS**, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

**WHEREAS**, the Corporation for National and Community Service shares a priority with mayors and county judges nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, City of Service, and county judges and mayors across the country to recognize the impact of service on the Day of Recognition for National Service on April 7, 2015.

**THEREFORE, BE IT RESOLVED** that the Commissioners Court of Jefferson County, Texas does hereby proclaim April 7, 2015, as National Service Recognition Day, and we encourage our citizens to recognize the positive impact of national service in our county cities and to thank and support those who serve and to find ways to give back to their communities.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge

\_\_\_\_\_  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

\_\_\_\_\_  
COMMISSIONER MICHAEL SINEGAL  
Precinct No. 3

\_\_\_\_\_  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

\_\_\_\_\_  
COMMISSIONER EVERETTE ALFRED  
Precinct No. 4

**AGENDA ITEM****March 23, 2015**

Conduct a public hearing, consider and possibly approve an order to establish the TPRI/TPAR-BTP Reinvestment Zone pursuant to Sections 312.401 and 312.201, Texas Tax Code.



the \_\_\_\_ day of March, 2015.

- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
 JEFF R. BRANICK  
 County Judge

\_\_\_\_\_  
 COMMISSIONER EDDIE ARNOLD  
 Precinct No. 1

\_\_\_\_\_  
 COMMISSIONER MICHAEL S. SINEGAL  
 Precinct No. 3

\_\_\_\_\_  
 COMMISSIONER BRENT A. WEAVER  
 Precinct No. 2

\_\_\_\_\_  
 COMMISSIONER EVERETTE D. ALFRED  
 Precinct No 4

**EXHIBIT "A"****REINVESTMENT ZONE****Legal Description**

TRACT I  
 1,225.7 ACRES OF LAND AND WATER  
 PART OF BLOCKS 4-6, RANGE "A",  
 PART OF BLOCKS 4-6, RANGE "Z",  
 PORT ARTHUR LAND COMPANY SUBDIVISION,  
 PART OF THE BURR & CASWELL SURVEY ABSTRACT NO. 405,  
 THE BURRELL JONES SURVEY ABSTRACT NO. 156,  
 & THE NATHAN GRIGSBY SURVEY ABSTRACT NO. 125  
 JEFFERSON COUNTY, TEXAS

BEING 1225.7 acres of land and water, part of Lots 1-5 and all of Lots 6-8, Block 4, Range "A", all of Lots 1-3, part of Lots 4 and 5, and all of Lots 6-8, Block 5, Range "A", all of Lot 1, part of Lots 2 and 7, and all of Lot 8, Block 6, Range "A", all of Lots 5 and 6, Block 4, Range "Z", all of Lots 3-6, Block 5, Range "Z", and all of Lots 3 and 4, Block 6, Range "Z", Port Arthur Land Company Subdivision, recorded in Volume 1, Page 22, Map Records, Jefferson County, Texas; part of the Burr & Caswell Survey, Abstract No. 405, the Burrell Jones Survey Abstract No. 156, and the Nathan Grigsby Survey Abstract No. 125, Jefferson County, Texas; said 1225.7 acre tract being more fully described by metes and bounds as follows, to wit:

COMMENCING at a point being the common corner of Blocks 5 and 6, Range "A" and Blocks 5 and 6, Range "B", Port Arthur Land Company Subdivision; said point being on the centerline of a dedicated road FM Highway 366;

THENCE, North 36 deg., 38 min., 09 sec., East, on the common line of said Blocks 5 and 6, Range "A", a distance of 229.64' to a brass disc set in concrete for the POINT OF BEGINNING on the intersection of the East line of a 50' wide KCS Railroad right of way and the South right of way line of a dedicated road named 32nd Street; having a State Plane Coordinate of N: 13931090.09, E: 3583789.32;

THENCE, North 36 deg., 38 min., 09 sec., East, on the South right of way line of said 32nd Street, a distance of 1305.06' to a point for corner on the intersection of the South right of way line of said 32nd Street and the centerline of a dedicated road named Grandview Avenue; from which a brass disc in concrete found for reference point bears North 36 deg., 38 min., 09 sec., East. a distance of 30.71';

THENCE, North 53 deg., 21 min., 05 sec., West, on the centerline of said Grandview Avenue, a distance of 2637.78' to a ½" steel rod in concrete found for corner on the intersection of the centerline of said Grandview Avenue and the centerline of a dedicated road name 39th Street;

THENCE, North 38 deg., 30 min., 11 sec., East, a distance of 210.30' to a brass disc in concrete found for corner:

THENCE, North 79 deg., 02 min., 48 sec., East, a distance of 334.39' to a brass disc in concrete found for corner;

THENCE, North 89 deg., 48 min., 48 sec., East, a distance of 305.81' to a brass disc in concrete found for corner;

THENCE, North 57 deg., 46 min., 51 sec., East, a distance of 112.34' to a brass disc in concrete found for corner;

THENCE, North 73 deg., 47 min., 40 sec., East, a distance of 677.47' to a brass disc in concrete found for corner;

THENCE, North 73 deg., 47 min., 40 sec., East, a distance of 120.34' to a brass disc in concrete found for corner;

THENCE, North 54 deg., 53 min., 13 sec., East, a distance of 304.02' to a brass disc in concrete found for corner;

THENCE, North 33 deg., 32 min., 28 sec., East, a distance of 376.85' to a brass disc in concrete found for corner;

THENCE, North 09 deg., 10 min., 39 sec., East, a distance of 216.22' to a brass disc in concrete found for corner;

THENCE, North 00 deg., 19 min., 04 sec., East, a distance of 161.60' to a brass disc in concrete found for corner;

THENCE, North 10 deg., 33 min., 45 sec., East, a distance of 184.18' to a 3" steel pipe in concrete found for corner;

THENCE, North 79 deg., 41 min., 55 sec., East, a distance of 186.22' to a brass disc in concrete found for corner;

THENCE, South 78 deg., 20 min., 48 sec., East, a distance of 288.51' to a brass disc in concrete found for corner;

THENCE, South 45 deg., 23 min., 38 sec., East, a distance of 118.85' to a brass disc set in concrete for corner;

THENCE, South 37 deg., 48 min., 03 sec., East, a distance of 97.21' to a ½" steel pipe found for corner;

THENCE, North 85 deg., 48 min., 13 sec., East, a distance of 698.13' passing a ½" steel pipe found for reference point; continuing for a total distance of 713.57' to a brass disc set in concrete for corner;

THENCE, North 12 deg., 58 min., 09 sec., East, a distance of 4577.69' to a point for corner;

THENCE, South 81 deg., 31 min., 51 sec., East, a distance of 578.40' to a point for corner;

THENCE, North 82 deg., 46 min., 51 sec., West, a distance of 525.00' to a point for corner;

THENCE, South 83 deg., 47 min., 51 sec., East, a distance of 1320.30' to a point for corner;

THENCE, South 87 deg., 31 min., 51 sec., East, a distance of 700.00' to a point for corner;

THENCE, South 83 deg., 26 min., 35 sec., East, a distance of 1332.85' to a point for corner;

THENCE, South 05 deg., 47 min., 09 sec., West, a distance of 424.72' to a point for corner;

THENCE, South 11 deg., 53 min., 10 sec., West, a distance of 43.78' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, North 85 deg., 48 min., 50 sec., West, a distance of 59.62' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 12 deg., 19 min., 21 sec., West, a distance of 268.04' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 12 deg., 21 min., 33 sec., West, a distance of 1224.08' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 42 deg., 56 min., 09 sec., West, a distance of 6.70' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 13 deg., 43 min., 47 sec., West, a distance of 198.59' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 06 deg., 43 min., 57 sec., West, a distance of 47.15' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 12 deg., 30 min., 31 sec., West, a distance of 144.15' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 83 deg., 01 min., 30 sec., East, a distance of 3.93' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 12 deg., 21 min., 33 sec., West, a distance of 548.28' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 77 deg., 29 min., 30 sec., East, a distance of 7.98' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 16 deg., 26 min., 49 sec., West, a distance of 288.04' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 11 deg., 34 min., 55 sec., West, a distance of 297.90' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 10 deg., 00 min., 01 sec., West, a distance of 119.35' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 12 deg., 12 min., 33 sec., West, a distance of 241.57' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 82 deg., 35 min., 29 sec., East, a distance of 53.19' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 12 deg., 30 min., 31 sec., West, a distance of 60.20' to a ½" steel rod, capped end marked "SOUTEX", found for corner;

THENCE, North 82 deg., 38 min., 17 sec., West, a distance of 52.88' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 12 deg., 12 min., 33 sec., West, a distance of 149.93' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 82 deg., 38 min., 17 sec., East, a distance of 52.09' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 12 deg., 30 min., 34 sec., West, a distance of 4672.92' to a brass disc in concrete found for corner on the North right of way line of a dedicated road name State Highway 87;

THENCE, South 36 deg., 38 min., 09 sec., West, on the North right of way line of said State Highway 87, a distance of 1962.99' to a brass disc in concrete found for corner;

THENCE, South 40 deg., 22 min., 29 sec., West, on the North right of way line of said State Highway 87, a distance of 602.61' to a brass disc in concrete found for corner;

THENCE, South 36 deg., 42 min., 20 sec., West, continuing on the North right of way line of said State Highway 87, a distance of 520.97' to a brass disc in concrete found for corner on the intersection of the North right of way line of said State Highway 87 and the East right of way line of said KCS Railroad;

THENCE, on the East right of way line of said KCS Railroad, on the arc of a curve to the left having a radius of 979.93', on arc length of 347.36', a chord bearing of North 43 deg., 10 min., 24 sec., West, a chord distance of 345.55' to a brass disc in concrete found for corner; having a State Plane Coordinate of N: 13928387.27, E: 3587423.90;

THENCE, North 53 deg., 21 min., 51 sec., West, continuing of the East right of way line of said KCS Railroad, a distance of 4529.40' to the POINT OF BEGINNING and containing 1,225.7 acres of land and water, more or less.





**AGENDA ITEM****March 23, 2015**

Conduct a public hearing, consider, possibly approve and receive and file an Order creating the Emerald Biofuels Reinvestment Zone.



benefit the Zone after the expiration of the agreement

Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community

Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
JEFF R. BRANICK  
County Judge

\_\_\_\_\_  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

\_\_\_\_\_  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No 4

Exhibit A – Plat and Field Notes



**8.182 ACRES OF LAND  
PART OF BLOCK 7, RANGE "R",  
PORT ARTHUR LAND COMPANY SUBDIVISION,  
JEFFERSON COUNTY, TEXAS**

**BEING** 8.182 acres of land, part of Block 7, Range "R", Port Arthur Land Company Subdivision, recorded in Volume 1, Page 22, Map Records, Jefferson County, Texas; being part of a (Called 1116.39) acre tract of land conveyed to Golden Triangle Properties, L.L.C., recorded in File No. 2010015746, Official Public Records, Jefferson County, Texas; said 8.182 acre tract of land being more fully described by metes and bounds as follows, to wit:

**COMMENCING** at a ½" steel rod, capped and marked "SOUTEX", found on the West line of a 100' wide Union Pacific Railroad right of way, recorded in Volume Y, Page 459, Deed Records, Jefferson County, Texas for the most Northerly corner of a tract of land conveyed to Texaco Downstream Properties Inc., recorded in File No. 2007011535, Official Public Records, Jefferson County, Texas and the most Easterly corner of the (Called 1116.39) acre tract having a State Plane Coordinate Value of N: 13897941.81, E: 3556031.34; from which a ½" steel rod, capped "SOUTEX", found for the most Westerly corner of said Texaco Downstream Properties Inc., tract an interior corner of the (Called 1116.39) acre tract bears South 36 deg., 37 min., 44 sec., West, a distance of 2716.19' (Called 2716.64');

**THENCE**, North 54 deg., 31 min., 01 sec., West, a distance of 1103.22' to a point for corner being the **POINT OF BEGINNING** of the herein described tract having a State Plane Coordinate of N: 13898582.19, E: 3555133.00;

**THENCE**, South 36 deg., 24 min., 07 sec., West, a distance of 1226.07' to a point for corner being the most Southerly corner of the herein described tract;

**THENCE**, North 52 deg., 22 min., 07 sec., West, a distance of 237.74' to a point for corner being the most Westerly corner of the herein described tract;

**THENCE**, North 37 deg., 38 min., 05 sec., East, a distance of 536.93' to a point for corner;

**THENCE**, North 25 deg., 29 min., 05 sec., East, a distance of 170.92' to a point for corner;

**THENCE**, North 34 deg., 14 min., 35 sec., West, a distance of 37.43' to a point for corner;

**THENCE**, North 40 deg., 01 min., 18 sec., East, a distance of 309.36' to a point for corner;

**THENCE**, North 37 deg., 56 min., 39 sec., East, a distance of 458.92' to a point for corner being the most Northerly corner of the herein described tract;

**THENCE**, South 21 deg., 18 min., 50 sec., East, a distance of 244.57' to a point for corner;

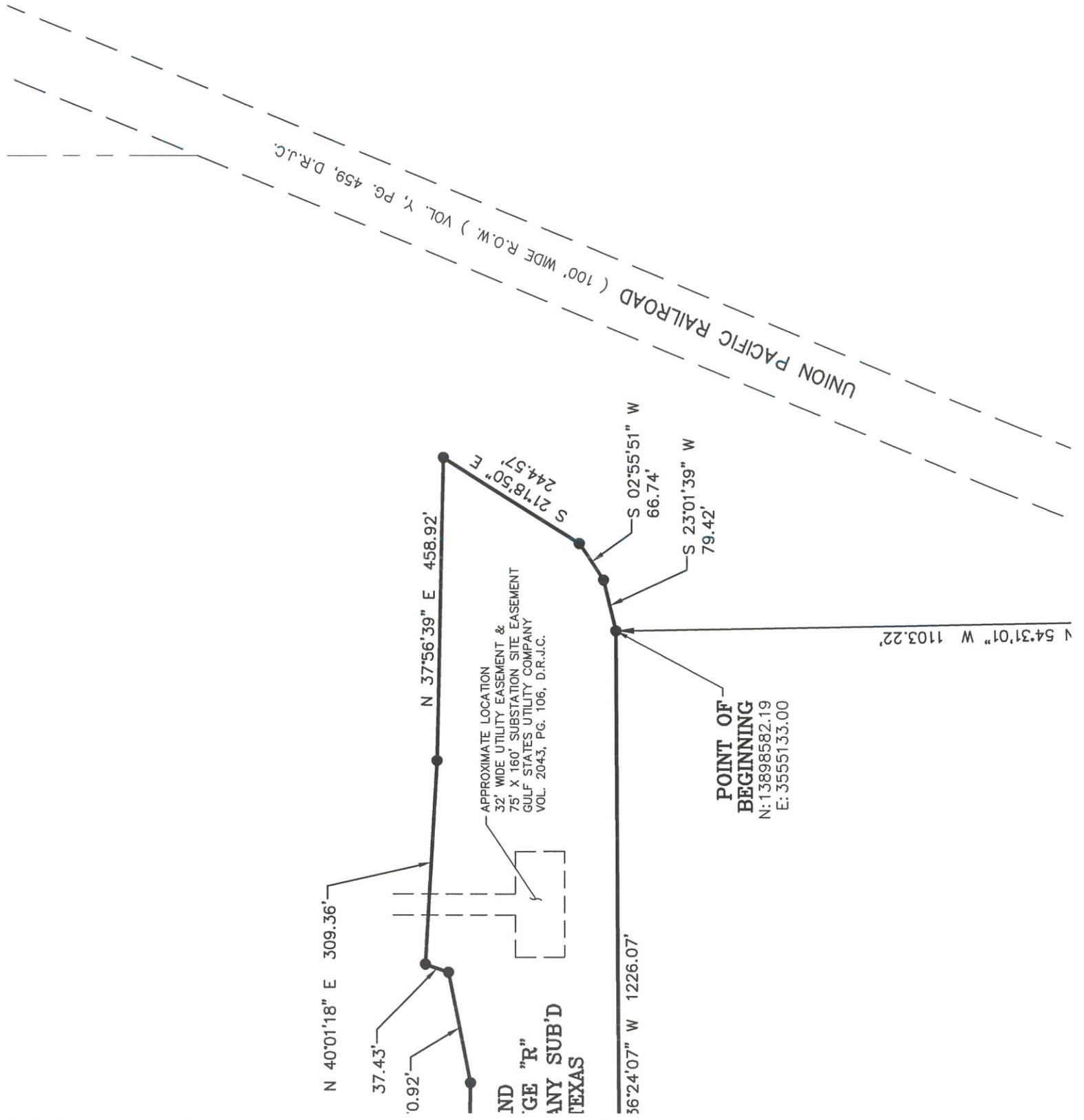
**THENCE**, South 02 deg., 55 min., 51 sec., West, a distance of 66.74' to a point for corner being the most Easterly corner of the herein described tract;

**THENCE**, South 23 deg., 01 min., 39 sec., West, a distance of 79.42' to the **POINT OF BEGINNING** and containing 8.182 acres of land, more or less.

**Note:** Bearings, distances, coordinates and acreage are based on State Plane Coordinate Grid System, Texas South-Central Zone, NAD 83. Epoch 2011 US Survey Feet having a Convergence Angle of 02 deg., 27 min., 17 sec., a Scale Factor = 0.999906737, and a Reference to NGS Monument AJ8221.

This description is based on the Land Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on February 17, 2015.

**GOLDEN TRIANGLE PROPERTIES, L.L.C.**  
**LS-15-0129**



UNION PACIFIC RAILROAD ( 100' WIDE R.O.W. ) VOL. Y, PG. 459, D.R.J.C.

N 40°01'18" E 309.36'

37.43'

0.92'

N 37°56'39" E 458.92'

S 21°18'50" E 244.57'

S 6°24'07" W 1226.07'

S 02°55'51" W 66.74'

S 23°01'39" W 79.42'

N 54°31'01" W 1103.22'

APPROXIMATE LOCATION  
32' WIDE UTILITY EASEMENT &  
75' X 160' SUBSTATION SITE EASEMENT  
GULF STATES UTILITY COMPANY  
VOL. 2043, PG. 106, D.R.J.C.

**POINT OF BEGINNING**  
N: 13898582.19  
E: 3555133.00

ND  
"GE "R"  
ANY SUB'D  
TEXAS

Exhibit B - Lease

**GROUND LEASE  
(PORT ARTHUR, TEXAS)**

**BETWEEN**

**GOLDEN TRIANGLE PROPERTIES, LLC,  
as Lessor**

**AND**

**EMERALD BIOFUELS, LLC,  
as Lessee**

**GROUND LEASE  
(PORT ARTHUR, TEXAS)**

This Ground Lease (Port Arthur, Texas) (the "*Lease*") is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2015 (the "*Effective Date*"), by and between GOLDEN TRIANGLE PROPERTIES, LLC, a Texas limited liability company ("*Lessor*"), and EMERALD BIOFUELS, LLC a Delaware limited liability company ("*Lessee*").

**WITNESSETH**

WHEREAS, Lessor owns certain real property located in Port Arthur, Jefferson County, Texas, as more particularly described in Exhibit A (the "*Leased Premises*").

WHEREAS, Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, the Leased Premises.

NOW, THEREFORE, in consideration of the mutual obligations and undertakings contained herein, Lessor and Lessee hereby agree as follows:

**ARTICLE 1  
DEFINITIONS; INTERPRETATION**

1.1 Definitions. The following capitalized terms, when used in this Lease, shall have the following meanings:

"*Affiliate*" means any Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with the Person specified.

"*Bankruptcy Event*" means with respect to the Person in question: (a) the application for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of such Person of all or a substantial part of its property; (b) such Person admitting in writing its inability, or being generally unable, to pay its debts as such debts become due; (c) such Person making a general assignment for the benefit of its creditors; (d) such Person commencing a voluntary case under, or filing any other petition seeking to take advantage of, any Bankruptcy Law; (e) such Person acquiescing in writing to any petition filed against such Person in an involuntary case under any Bankruptcy Law; (f) such Person taking any action for the purpose of effecting any of the foregoing; or (g) a proceeding or case being commenced without the application or consent of such Person in any court of competent jurisdiction, seeking: (i) the liquidation, reorganization, dissolution, winding-up, composition or adjustment of debts of such Person; (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of such Person or of all or any substantial part of its assets; or (iii) similar relief in respect of such Person under any Bankruptcy Law and, in the case of this subpart (g) only, such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of sixty (60) days from commencement of such proceeding or case.

"*Bankruptcy Law*" means any Law relating to bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts.

“*Casualty*” means any damage, destruction or loss of property resulting from a sudden, unexpected or unusual cause, including a fire, earthquake, tornado, hurricane, storm (including thunderstorm, windstorm, ice storm and cyclonic storm), flood, rising waters, volcanic eruption, tremor, tsunami, blizzard, solar flare, drought, landslide, falling snow, freezing rain, lighting or hailstorm.

“*Change in Ownership*” of any Person means the occurrence of any one of the following: (i) the consolidation with or merger into any other Person by such Person; (ii) a sale, assignment, conveyance, transfer, lease, exchange, conversion or other disposition of any equity interests in such Person or the voting rights with respect thereto; or (iii) the issuance of any equity interests in such Person.

“*Claim*” means any demand, claim, suit, charge, complaint, request for information, grievance, action, investigation, legal proceeding (whether at law or in equity) or arbitration.

“*Control*”, “*Controlling*” or “*Controlled by*” means, with respect to a Person, (i) the ownership of fifty percent (50%) or more of the equity securities or partnership interests of such Person, (ii) the possession, directly or indirectly, of the power to vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of such Person, or (iii) the possession, directly or indirectly, of the power to direct or cause the direction of the actions, management or policies of such Person, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of such Person or any Affiliate of such lender.

“*Dispute*” has the meaning set forth in Section 11.1(a).

“*Effective Date*” has the meaning set forth in the preamble hereto.

“*Environmental Law*” means all Laws relating to the protection of human health or the environment, the release of hazardous materials or substances, or the pollution of air, soil, groundwater or surface water (including, without limitation, the Clean Air Act, the Toxic Substance Control Act, the Clean Water Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation and Recovery Act, or their state and local counterparts or analogues).

“*Financing Assignment*” has the meaning set forth in Section 12.2.

“*Force Majeure*” means any act or event that (i) delays the affected Party’s performance of its obligations (other than any obligation to pay money) in accordance with the terms of this Lease, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party’s fault or negligence, (iv) is not reasonably foreseeable and (v) could not have been prevented or avoided by the affected Party through the exercise of due diligence, including the expenditure of any reasonable sum of money, which may include acts of God, wars, sabotage, riots, actions of the elements, civil disturbances, strikes, labor disturbances, the binding order of any Government Authority, changes in applicable Law (but not any Bankruptcy Law or Environmental Law), failure or want of any necessary supplies or products caused by any circumstances that would otherwise constitute a Force Majeure.

**“Governmental Authority”** means any nation, state, sovereign or government, any federal, regional, state, local or political subdivision, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including those issued, given or made by or with such governmental authorities under Environmental Laws.

**“GTP Property”** means that portion of the Overall Property not including the Leased Premises.

**“Hazardous Substance”** means any substance presently listed, defined, designated or classified as a pollutant, contaminant, hazardous substance, toxic substance, petroleum (including crude oil or any fraction thereof), hazardous waste, solid waste or special waste, or that is otherwise regulated, under any Environmental Law.

**“Improvements”** means any and all buildings, improvements and fixtures currently or which may hereafter be constructed upon the Leased Premises, including all modifications or alterations thereto.

**“Indemnified Persons (Lessee)”** mean Lessee, its Affiliates and each of their respective directors, officers, employees, shareholders, members, partners, agents and representatives, and **“Indemnified Person (Lessee)”** means any of the foregoing individually.

**“Indemnified Persons (Lessor)”** means Lessor, its Affiliates and each of their respective directors, officers, employees, shareholders, members, partners, agents and representatives, and **“Indemnified Person (Lessor)”** means any of the foregoing individually.

**“Indemnitee”** means any Indemnified Person (Lessee) or any Indemnified Person (Lessor).

**“Indemnitor”** means the Party which has indemnification, defense or hold harmless obligations hereunder to an Indemnitee.

**“Initial Term”** has the meaning set forth in Section 4.1.

**“Law”** means any law, ordinance, statute, regulation, judicial decision, order, injunction, writ, ruling, interpretation, rule, permit or certificate of any Governmental Authority, including Bankruptcy Laws and Environmental Laws.

**“Lease”** has the meaning set forth in the preamble hereto.

**“Leased Premises”** has the meaning set forth in the recitals hereto.

**“Leased Premises Land Percentage”** means, a percentage, the numerator of which is the number of acres contained in the Leased Premises and the denominator is the total number of acreage included in any Tax bill that is assessed against the Overall Property and includes the Leased Premises (e.g., if the Tax bill covers 1,116 acres, then the percentage shall be 1/1,116, or 0.089%).

“*Lessee*” has the meaning set forth in the preamble hereto.

“*Lessee Party*” means any or all of (i) Lessee, its Affiliates or any of its or their contractors (of any tier), (ii) the respective agents, representatives or employees of each Person specified in clause (i), or (iii) any Person (other than Lessor) acting on behalf of, or under the direction or supervision of, any Person specified in clause (i) or clause (ii).

“*Lessor*” has the meaning set forth in the preamble hereto.

“*Lessor Party*” means any or all of (i) Lessor, its Affiliates or any of its or their contractors (of any tier), (ii) the respective agents, representatives or employees of each Person specified in clause (i), or (iii) any Person (other than Lessee) acting on behalf of, or under the direction or supervision of, any Person specified in clause (i) or clause (ii).

“*Lien*” mean all mortgages, deeds of trust, deeds to secure debt, liens, pledges, security interests, charges, claims, restrictions and encumbrances of any nature whatsoever, including any (i) lien for taxes or assessments, builders’, mechanics’, warehousemen’s, materialmen’s, contractors’, workmen’s, repairmen’s or carriers’ lien, or (ii) lease, license, tenancy, right of occupancy, covenant, condition, restriction, easement, rights-of-way, roadway (public or private), royalty, mineral interest or right, right of first refusal, encroachment agreement, option agreement, dedication, reversionary interest, future interest, air or water rights, riparian rights, drainage rights, access rights or any other property right, encumbrance obligations, or restriction on transfer of any nature whatsoever.

“*Loss*” means any liability, judgment, loss, damage, cost or expenses of any nature, including reasonable attorneys’ and consultants’ fees and costs and costs of any environmental audit, investigation or remediation.

“*Major Contractor*” means a contractor of any tier retained directly or indirectly by Lessee, pursuant to one or a series of agreements, to perform services or provide materials or both, that are reasonably anticipated to cost in excess of \$2,500,000 in the aggregate.

“*Non-Realty*” means any improvements, trade fixtures, furnishings, equipment or other personal property not constituting real property.

“*Notice of Claim*” has the meaning set forth in Section 7.3(a).

“*Overall Property*” means that certain 1,116 acre tract of real property located in Port Arthur, Jefferson County, Texas, which Overall Property includes the Leased Premises and the GTP Property.

“*Party*” means either Lessor or Lessee and “*Parties*” mean Lessor and Lessee collectively.

“*Permitted Encumbrance*” means: (a) any encumbrance in the nature of a zoning restriction, building or land-use Law, restriction or other condition imposed by any Governmental Authority or (b) all matters identified on the title commitment for the Leased Premises.

“**Person**” means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association, entity or Governmental Authority.

“**Pollution Liability Policy**” has the meaning set forth in Section 7.5(a)(iv).

“**Premises Vacation Date**” means the date upon which this Lease expires or terminates.

“**Rent**” has the meaning set forth in Section 3.1.

“**Restoration of the Leased Premises**” or “**Restore the Leased Premises**” means: (a) dismantling and removing all Improvements; (b) removing any equipment, materials, supplies and any other Non-Realty of Lessee; and (c) clearing and removing all above-ground structures, facilities and equipment and all rubbish and capping all piping connections on the Leased Premises; *provided, however*, that Restoration of the Leased Premises shall not include any Foundation Removal or any other removal of below-ground improvements, fixtures or equipment (other than capping the pipes at the point they exit grade level).

“**Restricted Payment**” means any (a) dividend or other distribution (whether in cash, securities or other property) with respect to any equity interests in Lessor, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such equity interests in Lessor or any option, warrant or other right to acquire any such equity interests in Lessor, or (b) any payment, prepayment, defeasance, redemption or other distribution (whether in cash, securities or other property and including, without limitation, by way of reimbursement, subrogation or contribution) by Lessor to any Affiliate, or any officer or director of Lessor or any Affiliate thereof, under one or more agreements or instruments relating to any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of, or in connection with, borrowed money.

“**Tax**” means any sales, use, ad valorem, excise, value added, gross receipts, license, real property, property or other tax or assessment of any kind whatsoever.

“**Term**” means the Initial Term and any Renewal Term(s).

“**Third Party Liability**” means a Claim or Loss of any Person other than a Party to this Lease, their Affiliates or any of their respective employees, agents, representatives, invitees or contractors (of any tier) including: (a) any such Claim or Loss related to bodily injury or death of an individual or damage to, or destruction of, property; or (b) any fine, penalty or assessment by any Governmental Authority.

“**Transfer**” has the meaning set forth in Section 12.1.

1.2 Interpretation. The following rules of construction shall apply when interpreting this Lease:

- (a) all references in this Lease to Articles, Sections and Exhibits refer to Articles, Sections and Exhibits of this Lease unless expressly provided otherwise;
- (b) the terms “this Lease,” “herein,” “hereby,” “hereunder,” “hereof” and terms of similar import refer to this Lease as a whole and not to any particular subdivision unless expressly so limited and the term “this Section” refers only to the Section hereof in which such words occur;
- (c) the word “including” (in its various forms) means “including without limitation”;
- (d) references to “days” as a time period for performance shall mean calendar days unless otherwise indicated;
- (e) unless the context otherwise requires, all defined terms contained herein shall include the singular and plural;
- (f) references to any applicable Law shall be deemed to refer to such Law as it may be amended and in effect from time to time;
- (g) each Exhibit hereto is incorporated into this Lease by reference as if such Exhibit were set forth in its entirety herein;
- (h) no term of this Lease shall be construed in favor of, or against, a Party as a consequence of one Party having had a greater role in the preparation or drafting of this Lease, but shall be construed as if the language were mutually drafted by both Parties with full assistance of counsel; and
- (i) the word “or” will have the inclusive meaning represented by the phrase “and/or.”

## **ARTICLE 2 DEMISED PROPERTY**

2.1 Leasehold. As more particularly set forth herein, Lessor hereby leases the Leased Premises to Lessee, and Lessee hereby leases the Leased Premises from Lessor, in each case subject to all Permitted Encumbrances. Lessee hereby accepts the Leased Premises, the Improvements and the Non-Realty “AS IS”, “WHERE IS” and “WITH ALL FAULTS”. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, UNDER THIS LEASE AS TO THE PHYSICAL CONDITION OF THE LEASED PREMISES, IMPROVEMENTS OR NON-REALTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, CONDITION, FITNESS, OR SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE.

2.2 Easements.

- (a) Lessor hereby agrees to grant to Lessee a nonexclusive easement for vehicular and pedestrian access to and from Highway 73 on and over the existing paved road across GTP Property.
- (b) Lessee agrees that its use of any easement granted to it hereunder shall not unreasonably interfere in any material respect with Lessor's, or Lessor's affiliates, operations and shall comply with Lessor and Lessor's affiliate's rules and procedures governing safety and security.

### ARTICLE 3 RENT

3.1 Rent. During the Term, Lessee shall pay Lessor "**Rent**" consisting of [        ] Dollars (\$) per month. The Rent for any month that begins or ends on other than the first or last day of a calendar month shall be prorated based on actual days elapsed.

3.2 Net Lease. Except as otherwise expressly provided in this Lease, (a) this is an absolute net lease, (b) Lessor shall not at any time be required to pay any costs, provide any services or do any act or thing with respect to the Leased Premises, Improvements and Non-Realty and (c) without limiting the generality of the foregoing, Lessee is obligated and hereby covenants and agrees to pay, prior to delinquency, all costs, fees and expenses of any and every nature whatsoever with respect to the Leased Premises, Improvements and Non-Realty, including, without limitation, (i) all taxes, assessments, license fees and other governmental charges levied or imposed upon the Leased Premises and/or Lessee's business operations conducted thereon; (ii) all costs for insuring the Leased Premises; (iii) all charges for utilities provided to the Leased Premises; and (iv) all costs for maintenance, repair, alteration, or replacement of any and all Improvements and Non-Realty. Lessee hereby agrees to indemnify, defend and hold Lessor harmless from and against any cost, expense, loss, claim, damage, judgment or court order, and any and all actual and reasonable attorney's fees incurred, as a result of or in connection with Lessee's failure to meet its obligations under this Section 3.2.

### ARTICLE 4 TERM

4.1 Term. The initial term of this Lease (the "**Term**") shall commence on the Effective Date and terminate on [        ], unless sooner terminated in accordance with the terms and provisions of this Lease.

4.2 Rights and Obligations upon Termination. Upon the expiration of this Lease for any reason, Lessee shall: (i) immediately discontinue all operations at the Leased Premises and shall restore the Leased Premises and Improvements to the existing condition as of the Effective Date of this Lease.

### ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of Lessor. Lessor hereby represents and warrants to Lessee as follows as of the Effective Date:

- (a) Lessor is a limited liability company duly organized and existing in good standing under the Law of the State of Texas;
- (b) Lessor possesses all requisite power and authority to enter into and perform this Lease and to carry out the transactions contemplated herein;
- (c) Lessor's execution, delivery and performance of this Lease have been duly authorized and are in accordance with its organic instruments; this Lease has been duly executed and delivered for it by the signatories so authorized; and this Lease constitutes Lessor's legal, valid and binding obligation, except as the enforceability of this Lease may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditor's rights generally and by general principles of equity;
- (d) neither Lessor's execution or delivery of this Lease nor its consummation of the transactions contemplated hereby results in any breach of or constitutes any default under any material agreement to which Lessor is bound or causes Lessor to be in violation of any law, regulation, administrative or judicial order or process or decision to which Lessor is a party or by which it or its properties are bound or affected, in each case that would have a material adverse effect on Lessor's ability to perform its obligations hereunder;
- (e) no suit, action, arbitration or other legal or administrative proceeding is pending or, to Lessor's knowledge, is threatened against Lessor that would affect the validity or enforceability of this Lease or the ability of Lessor to fulfill its commitments hereunder, or that could result in any adverse change in the business or financial condition of Lessor; and
- (f) Lessor has fee simple title to the Leased Premises.

5.2 Representations and Warranties of Lessee. Lessee hereby represents and warrants to Lessor as follows as of the Effective Date:

- (a) Lessee is a limited liability company duly organized and existing in good standing under the Law of the State of Delaware;
- (b) Lessee possesses all requisite power and authority to enter into and perform this Lease and to carry out the transactions contemplated herein;
- (c) Lessee's execution, delivery and performance of this Lease have been duly authorized and are in accordance with its organic instruments; this Lease has been duly executed and delivered for it by the signatories so authorized; and this Lease constitutes Lessor's legal, valid and binding obligation, except as the enforceability of this Lease may be limited by the effect of any applicable bankruptcy, insolvency, reorganization,

moratorium or similar laws affecting creditor's rights generally and by general principles of equity;

- (d) neither Lessee's execution or delivery of this Lease nor its consummation of the transactions contemplated hereby results in any breach of or constitutes any default under any material agreement to which Lessee is bound or causes Lessee to be in violation of any law, regulation, administrative or judicial order or process or decision to which Lessee is a party or by which it or its properties are bound or affected, in each case that would have a material adverse effect on Lessee's ability to perform its obligations hereunder;
- (e) all governmental and other authorizations, approvals, consents, notices and filings that are required to have been obtained or submitted by Lessee with respect to this Lease or other document relating hereto or thereto to which Lessee is a party have been obtained or submitted and are in full force and effect and all conditions of any such authorizations, approvals, consents, notices and filings have been complied with; and
- (f) no suit, action, arbitration or other legal or administrative proceeding is pending or, to Lessee's knowledge, is threatened against Lessee that would affect the validity or enforceability of this Lease or the ability of Lessee to fulfill its commitments hereunder, or that could result in any adverse change in the business or financial condition of Lessee.

## **ARTICLE 6 ADDITIONAL RIGHTS AND OBLIGATIONS**

6.1 Right of Entry. Lessee shall, upon reasonable prior notice (which may be oral so long as it is provided in accordance with such access or security protocols as adopted by Lessee for all third parties entering the Leased Premises), and during normal business hours, permit Lessor and the agents and employees of Lessor to enter into and upon the Leased Premises for the purpose of inspecting the same and performing any obligations or exercising any rights of Lessor under this Lease, or pursuant to a corrective action, remediation, or other cleanup action under Environmental Law. Any entry by Lessor, its agents or its employees shall be at Lessor's sole risk, responsibility and expense, except for harm or damages caused by the sole negligence, gross negligence or willful misconduct of Lessee, its agents or employees. During any and all such entries, Lessor shall cause its agents and employees to comply in all respects with all applicable Law as well as Lessee's safety and security procedures at the Leased Premises.

### 6.2 Environmental Compliance.

- (a) Lessee shall provide prompt notification to Lessor of: (i) any discharge or release of Hazardous Substances at, on or under the Leased Premises, including any discharge or release from the Improvements, of which Lessee has actual knowledge; (ii) the presence at, on or under the Leased Premises of any uncontrolled Hazardous Substance of which Lessee has

actual knowledge, including but not limited to the use, processing, storage, transport or management of such Hazardous Substance by Lessee or any of its Affiliates or any other Person which poses a threat of a discharge or release; and (iii) the receipt by Lessee or any of its Affiliates of written notice of a currently pending Claim from any Governmental Authority alleging that Lessee or any of its Affiliates is in violation of, or has liability under, any Environmental Law with respect to its operation at the Leased Premises, or the disposal or transportation of Hazardous Substances from the Leased Premises

- (b) Upon any release or unauthorized discharge of Hazardous Substances at, on, or under the Leased Premises, including any discharge or release from the Improvements, Lessee shall promptly notify any Governmental Authorities required by any Environmental Law to be notified of such occurrence.
- (c) As soon as reasonably practicable in light of the circumstances but in all events in compliance with the time period required under any Environmental Laws, Lessee shall remediate any discharge or release of Hazardous Substances at, on or under the Leased Premises to the extent that such discharge or release is (i) caused in whole or in part by any Lessee Party or (ii) results from or is caused in whole or in part by any Lessee Party's excavation, improvement or use of the Leased Premises. Lessee shall perform such remediation in accordance with Environmental Law and Section 6.2(e) and shall provide Lessor with copies of all plans, correspondence, and other written materials associated with such remediation. Any remediation plan shall be subject to Lessor's prior written approval, which approval shall not be unreasonably withheld. If Lessee fails to satisfy its obligations pursuant to this Section 6.2(c) on or before the date which is thirty (30) days after receipt of written notice from Lessor of Lessee's failure, Lessor may (but shall not be obligated to) perform Lessee's obligations pursuant to this Section 6.2(c) and Lessee shall reimburse Lessor for all reasonable out-of-pocket costs incurred by Lessor with respect to such remediation. All such costs shall be due and payable by Lessee within ten (10) days after written demand by Lessor accompanied by reasonable supporting documentation. Without limiting the generality of any other provision in this Lease, this Section 6.2(c) shall survive the expiration or earlier termination of this Lease regardless of whether either Party had knowledge of the existence of such discharge or release as of the expiration or termination of this Lease.

6.3 Maintenance and Repair. Lessee shall be solely responsible for all maintenance, repair and replacement of the Leased Premises, the Improvements and the Non-Realty, and Lessor shall have no maintenance, repair or replacement obligations of any nature whatsoever with respect to the Leased Premises, the Improvements or the Non-Realty. Lessee shall have sole and absolute discretion in determining whether to operate or idle Lessee's operations on the Leased Premises; provided, however, that Lessee shall at all times during the Term: (i) maintain

the Leased Premises, the Improvements and the Non-Realty in a safe condition and in accordance with prudent industry standards, and (ii) unless the operations at the Leased Premises are properly idled in accordance with prudent industry practice, maintain the Improvements and Non-Realty in good working order.

6.4 Permits and Government Approvals. Lessee shall obtain all permits and government approvals required by Law to lease and conduct its operations on the Leased Premises. Lessor shall cooperate to the extent reasonably necessary in obtaining any such permits and government approvals, negotiating agreements with governmental or quasi-governmental entities, or providing any records or documents pertaining to the Leased Premises for any such purposes; provided, however, Lessee shall promptly reimburse Lessor on demand for all reasonable, actual, out-of-pocket costs, fees and expenses incurred by any Lessor Party in connection therewith so long as Lessor provides Lessee with reasonable documentation for any such costs, fees or expenses. All such sums shall bear interest at the rate of eight percent (8%) per annum from the date which is thirty (30) days following Lessor's request for reimbursement until paid.

6.5 Utilities. Lessee will, at its own cost and expense, pay for all water, gas, heat, electricity and other utilities used in the Leased Premises. No interruption or malfunction of any utility services shall constitute an eviction or a disturbance of Lessee's use and possession of the Leased Premises or a breach by Lessor of any of its obligations hereunder or render Lessor liable for damages or entitle Lessee to be relieved from any of its obligations hereunder (including, without limitation, the obligation to pay Rent) or grant Lessee any right of off-set or recoupment.

6.6 Compliance with Law. Lessee shall operate and maintain the Leased Premises, the Improvements and the Non-Realty in compliance with all applicable Laws.

## ARTICLE 7 INDEMNIFICATION; INSURANCE

### 7.1 General Indemnities.

- (a) **LESSOR SHALL INDEMNIFY, DEFEND AND HOLD EACH INDEMNIFIED PERSON (LESSEE) HARMLESS FROM AND AGAINST: (I) ANY THIRD PARTY LIABILITY RESULTING FROM, ARISING OUT OF OR ATTRIBUTABLE TO (A) THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR NEGLIGENCE OF LESSOR, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INVITEES OR CONTRACTORS OF ANY TIER, OR (B) THE BREACH BY LESSOR OF THE TERMS OR CONDITIONS OF THIS LEASE; AND (II) ANY CLAIM BY OR LOSS OF ANY EMPLOYEE, AGENT, REPRESENTATIVE, INVITEE OR CONTRACTOR (OF ANY TIER) OF LESSOR OR ITS AFFILIATES EXCEPT TO THE EXTENT SUCH CLAIM OR LOSS RESULTS FROM, ARISES OUT OF OR IS ATTRIBUTABLE**

**TO THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSEE.** Lessor's indemnification obligations with respect to any Claims or Losses made by the employees of Lessor or its Affiliates or the employees of any of their contractors of any tier shall not be affected by any limitation on the amount or type of damages, compensation or benefits payable by or for Lessor or any such contractor under any applicable workers' compensation, disability benefit, employee benefit or other similar Law. With respect only to any Claim for indemnification hereunder, Lessor hereby expressly, specifically and knowingly waives: (x) the application of any workers' compensation, disability benefit, employee benefit or other similar Law; and (y) its statutory and constitutional workers' compensation immunity under any applicable state Law.

- (b) **LESSEE SHALL INDEMNIFY, DEFEND AND HOLD EACH INDEMNIFIED PERSON (LESSOR) HARMLESS FROM AND AGAINST: (I) ANY THIRD PARTY LIABILITY RESULTING FROM, ARISING OUT OF OR ATTRIBUTABLE TO (A) THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR NEGLIGENCE OF LESSEE, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INVITEES OR CONTRACTORS OF ANY TIER, OR (B) THE BREACH BY LESSEE OF THE TERMS OR CONDITIONS OF THIS LEASE; AND (II) ANY CLAIM BY OR LOSS OF ANY EMPLOYEE, AGENT, REPRESENTATIVE, INVITEE OR CONTRACTOR (OF ANY TIER) OF LESSEE OR ITS AFFILIATES, EXCEPT TO THE EXTENT SUCH CLAIM OR LOSS RESULTS FROM, ARISES OUT OF OR IS ATTRIBUTABLE TO THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSOR.** Lessee's indemnification obligations with respect to any Claims or Losses made by the employees of Lessee or its Affiliates or the employees of any of their contractors of any tier shall not be affected by any limitation on the amount or type of damages, compensation or benefits payable by or for Lessee or any such contractor under any applicable workers' compensation, disability benefit, employee benefit or other similar Law. With respect only to any Claim for indemnification hereunder, Lessee hereby expressly, specifically and knowingly waives: (x) the application of any workers' compensation, disability benefit, employee benefit or other similar Law; and (y) its statutory and constitutional workers' compensation immunity under any applicable state Law.

## 7.2 Environmental Indemnities.

- (a) Lessor shall indemnify, defend and hold each Indemnified Person (Lessee) harmless from and against any Claims or Losses to the extent arising from

any of the following acts or omissions: (i) any discharge or release by any Lessor Party of any Hazardous Substance on, at or under the Leased Premises on or after the Effective Date; (ii) the failure of any Lessor Party to comply with any Environmental Law on or after the Effective Date; or (iii) any discharge or release of any Hazardous Substance on, at or under the Leased Premises prior to the Effective Date.

- (b) Lessee shall indemnify, defend and hold each Indemnified Person (Lessor) harmless from and against any Claims or Losses to the extent arising from any of the following acts or omissions on or after the Effective Date: (i) any discharge or release of any Hazardous Substance on, at or under the Leased Premises, other than any such discharge or release caused in whole or in part by (A) any Lessor Party or (B) migration of any Hazardous Substance from off the Leased Premises which is not caused by any Lessee Party; (ii) any other discharge or release of any Hazardous Substance caused in whole or in part by any Lessee Party; (iii) the transportation of Hazardous Substances to or from the Leased Premises by any Lessee Party; (iv) the failure to properly dispose of any Hazardous Substance brought onto or removed from the Leased Premises or generated, in either case by any Lessee Party; (v) the failure of any Lessee Party to comply with any Environmental Law; or (vi) any release or discharge caused by any excavation, improvement or use of the Leased Premises by any Lessee Party under Section 10.2 or Section 10.3.
- (c) In the event a Party intends to seek indemnification pursuant to Section 7.2 for any loss incurred for remediation work, prior to such Party incurring any expense that the other Party is obligated to reimburse pursuant to Section 7.2(a) or Section 7.2(b), the Party incurring such expense shall provide the other Party with ten (10) days prior written notice setting forth a description of the work to be performed and a reasonably detailed estimate of the cost of such work, unless such remediation is required by Environmental Law to commence sooner, in which case such written notice shall be provided as soon as reasonably practicable.

### 7.3 Indemnification Procedures.

- (a) An Indemnitee shall provide the Indemnitor with written notice (a “**Notice of Claim**”) promptly (and in no event later than seven (7) days) after discovering or receiving notice of any Claim or Loss for which such Indemnitee may have a right to indemnification hereunder. Such Notice of Claim shall describe the Claim or Loss for which indemnity is being sought and shall include a reasonable estimate of such liability. Notwithstanding the foregoing, failure by an Indemnitee to provide a Notice of Claim in accordance herewith shall not relieve the Indemnitor of its obligations under this Lease except to the extent the Indemnitor is prejudiced by such failure.

- (b) An Indemnitor shall assume and control the defense (with counsel of its choice and at its sole cost and expense) of any Claim or Loss for which it has indemnification, defense and hold harmless obligations hereunder; *provided, however, that:*
- (i) an Indemnitee shall be entitled (with counsel of its choice and at its sole cost and expense) to participate in the defense of any such Claim or Loss and, with the Indemnitor's consent (such consent not to be unreasonably withheld, conditioned or delayed), to assert any mandatory cross claim or counterclaim to such Claim or Loss (to the extent such cross claim or counterclaim has not already been asserted);
  - (ii) the Indemnitor agrees to afford the Indemnitee and its counsel the opportunity to be present at, and to participate in, conferences with all Persons (including Governmental Authorities) asserting any Claim or Loss against the Indemnitee covered by the indemnity contained in Section 7.1 or Section 7.2, as applicable, and representatives of, or counsel for, such Persons;
  - (iii) the Indemnitor may only settle any Claim or Loss with the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld, conditioned or delayed, unless such settlement is a monetary settlement that provides an unconditional and permanent release of the Indemnitee with respect to such Claim or Loss, in which case the Indemnitor may enter into such a settlement in its sole and absolute discretion; and
  - (iv) if an Indemnitor fails to acknowledge in writing its obligation to provide indemnification hereunder with respect to any Claim or Loss within ten (10) days of receipt of a Notice of Claim pertaining thereto, an Indemnitee may assume the defense of such Claim with counsel of its choice, including entering into any reasonable settlement thereof, at Indemnitor's cost.
- (c) An Indemnitee shall fully and timely cooperate with the Indemnitor in connection with any Claim or Loss, including making relevant files and records available for inspection by, and making its employees available to, the Indemnitor (with all reasonable out-of-pocket costs, excluding costs of employees' time, to be borne by the Indemnitor).
- (d) Notwithstanding any other provision of this Lease, a Party's obligation to provide indemnification hereunder shall survive the expiration or earlier termination of this Lease.

7.4 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE, IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECEIVE ANY

SPECIAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR EXEMPLARY DAMAGES (INCLUDING FOR LOST PROFITS OR BUSINESS INTERRUPTION), WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OTHER LAW OR OTHERWISE AND WHETHER OR NOT ARISING FROM ANY OTHER PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT, EXCEPT TO THE EXTENT ANY SUCH DAMAGES ARE OWED TO A THIRD PARTY PURSUANT TO A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

7.5 Lessee's Insurance.

- (a) Lessee shall procure and maintain in full force and effect from the Effective Date until the Premises Vacation Date the following insurance coverage:
- (i) statutory workers' compensation and occupational disease insurance, including employer's liability insurance with a limit of no less than \$2,000,000 and, if applicable, coverage under the Longshoremen and Harbor Workers' Compensation Act and the Jones Act and other maritime employer's liability coverage as required to comply with applicable Law; *provided, however*, that if maritime employer's liability coverage is required, it shall have a limit of no less than \$2,000,000 each occurrence;
  - (ii) commercial general liability insurance, including all premises and operations, contractual liability, products-completed operations liability, legal liability, fire, explosion, collapse and underground damage liability, broad form property damage liability and, if applicable, watercraft and aircraft liability insurance, as well as coverage on all of Lessee's mobile equipment (other than motor vehicles licensed for highway use) owned, hired or used in the performance of this Lease, with limits of no less than \$5,000,000 for bodily injury, personal injury and property damage combined each occurrence and in the aggregate;
  - (iii) commercial automobile liability insurance, including contractual liability, covering all motor vehicles licensed for highway use and employed by Lessee, with limits of no less than \$5,000,000 for bodily injury, personal injury and property damage combined each occurrence and in the aggregate; and
  - (iv) pollution liability insurance covering the Leased Premises and its operations including coverage for gradual, sudden and accidental third party property damage, bodily injury and clean-up costs for new conditions occurring during the Term with limits of no less than \$3,000,000 each occurrence (the "***Pollution Liability Policy***").

- (b) Any insurance coverage required to be maintained by Lessee hereunder shall be placed with an insurer reasonably acceptable to Lessor and written on an occurrence basis.
- (c) Any deductible or self-insured retention under any insurance coverage required to be maintained by Lessee hereunder shall not exceed \$1,000,000 each occurrence, except for the pollution liability coverage required pursuant to Section 7.5(a)(iv) which may have a deductible of \$3,000,000 each occurrence or be self-insured by the Lessee. As between the Parties, Lessee shall be solely responsible for satisfying any such deductibles and self-insured retentions.
- (d) On or prior to the Effective Date and thereafter, within thirty (30) days after written request from Lessor, which request shall not be made more than once each calendar year (but failure to provide such certificates shall not be a default by Lessee hereunder), Lessee shall deliver to Lessor a certificate, in form and substance reasonably acceptable to Lessor, from each of the insurance providers issuing the insurance policies required to be provided hereunder (other than workers' compensation insurance) certifying to Lessor that: (i) none of such insurance policies shall be suspended, voided, canceled, reduced in scope or limits or otherwise amended without providing Lessor with thirty (30) days' advance written notice; and (ii) all such insurance coverage shall apply separately to each insured and additional insured against whom a Claim is made or suit is brought, provided, however, that in the event Lessee is unable to provide a certificate with respect to any of the matters described in clause (i) of this Section 7.5(d), Lessee may, in lieu thereof, cause any such insurance policy to include an endorsement that it will not be suspended, voided, canceled, reduced in scope or limits or otherwise amended without Lessor being provided with thirty (30) days' advance written notice thereof.
- (e) The commercial general liability, automobile liability and pollution liability coverage required to be maintained by Lessee hereunder shall be endorsed to: (i) include each Indemnified Person (Lessor) as an additional insured; (ii) provide that the coverage afforded to such Persons as an additional insured shall be primary to any other coverage available to any such Person; and (iii) provide blanket contractual coverage for written (but not oral) contracts.
- (f) Lessee shall cause all of Lessee's Major Contractors to procure and maintain insurance coverage equal to that required of Lessee pursuant to Section 7.5(a)(i) through Section 7.5(a)(iii) inclusive and that satisfies the conditions set forth in Section 7.5(b), Section 7.5(d) and Section 7.5(e); *provided, however*, that: (i) no such Major Contractor may satisfy such obligations through self-insurance, without Lessor's consent, such consent not to be unreasonably withheld, conditioned or delayed; and (ii) if a Major Contractor does not regularly retain or is unable to obtain on

commercially reasonable terms such insurance coverage as necessary to comply with such requirements, Lessee may request that Lessor waive or modify all or any part of such insurance requirements and Lessor shall reasonably consider (but shall not be obligated to grant) such request. Lessee shall require all of Lessee's contractors (of any tier) that are not Major Contractors to procure and maintain insurance that is commercially reasonable in accordance with prudent industry practice for the work being performed by such contractor.

- (g) The insurance requirements set forth in this Lease shall not in any way limit Lessee's liability arising out of this Lease, or otherwise, and shall survive the termination or cancellation of this Lease; *provided, however*, that any such liability may be satisfied out of insurance proceeds.

7.6 Lessor's Insurance. Lessor shall not be required to maintain insurance under this Lease or with respect to the Leased Premises.

7.7 Waiver of Subrogation; Duty to Mitigate.

- (a) Lessee, for itself and on behalf of any Indemnified Person (Lessee), waives and releases any Claim that Lessee or any other Indemnified Person (Lessee) may have against Lessor and each Indemnified Person (Lessor) for any Loss to the extent it is: (i) covered, or required to be covered, by the insurance policies required hereunder to be procured by Lessee; or (ii) covered by any other third party insurance carried by Lessee, regardless of whether the negligence of Lessor or any Indemnified Person (Lessor) caused such Loss. Lessee hereby waives on behalf its insurance carriers any right of subrogation such carriers may have against Lessor and each Indemnified Person (Lessor) and shall cause its insurance carriers to include in all policies required hereunder, by endorsement or otherwise, a waiver of any rights of subrogation.
- (b) Lessor, for itself and on behalf of any Indemnified Person (Lessor), waives and releases any Claim that Lessor or any other Indemnified Person (Lessor) may have against Lessee or each Indemnified Person (Lessee) for any Loss to the extent it is covered by any third party insurance carried by Lessor, regardless of whether the negligence of Lessee or any Indemnified Person (Lessee) caused such Loss. If Lessor carries any such insurance, Lessor hereby waives on behalf of its insurance carriers any right of subrogation such carriers may have against Lessee and each Indemnified Person (Lessee).
- (c) Each Party shall have a duty to use commercially reasonable efforts to mitigate any Loss suffered by such Party in connection with this Lease for which the other Party would be liable under this Lease pursuant to an indemnification obligation or otherwise.

## ARTICLE 8 CASUALTY; CONDEMNATION

8.1 Casualty Loss. Lessee shall be responsible, and shall bear the full risk of loss, with respect to: (i) the use, operation and maintenance of the Leased Premises and all Improvements, (ii) any loss of or damage to the Leased Premises and all Improvements, and (iii) any personal injury or death or loss of or damage to any other property arising out of the operation or use of the Leased Premises. In the event of a Casualty to the Leased Premises or any Improvements, this Lease shall continue in full force and effect and shall not terminate, the Term shall not change and there shall be no abatement of Rent.

8.2 Participation in Proceedings. In the event that all or any portion of the Leased Premises or the Improvements is condemned or appropriated during the Term, both Lessor and Lessee may participate in proceedings to recover compensation for such condemnation or appropriation of their respective interests.

8.3 Effect of Condemnation.

- (a) If a condemnation or appropriation of the Leased Premises or the Improvements does not render the continued operation of the Leased Premises commercially impracticable, this Lease shall continue in full force and effect.
- (b) If a condemnation or appropriation of the Leased Premises or the Improvements renders the continued operation of the Leased Premises commercially impracticable, Lessee may terminate this Lease as of the date such condemnation or appropriation becomes effective by giving written notice of such termination within thirty (30) days following the effectiveness of the condemnation or appropriation.
- (c) In the event of a condemnation or appropriation of all or any material part of the Leased Premises, regardless of whether this Lease is terminated, Lessor and Lessee may, in their respective individual and separate capacities and unless otherwise required by applicable Law, pursue such remedies and make such Claims as they may have against the Governmental Authority or other Person exercising such right of condemnation or appropriation. For the purpose of determining the respective rights and remedies of the Parties or an equitable apportionment of any condemnation award, whether such award is made to Lessor and Lessee jointly or to Lessor or Lessee individually: (i) Lessor shall be deemed to be the owner of the remainder interest in the land constituting the Leased Premises; (ii) Lessee shall be deemed to be the owner of the leasehold estate created by this Lease and the Improvements; and (iii) Lessor and Lessee shall apportion any condemnation award in accordance with the value of their respective interests.

## ARTICLE 9 COVENANT AGAINST LIENS

### 9.1 Liens of Lessee's Creditors.

- (a) If, because of any act or omission of Lessee, any Lien or order for the payment of money is filed against any portion of the Leased Premises, Lessee shall, without limiting its right to contest the validity thereof in accordance with Section 9.2: (i) at its own cost and expense, cause the same to be discharged of record no later than the earlier to occur of (A) sixty (60) days after the filing of any such Lien or order, (B) ten (10) days prior to the consummation of any foreclosure action based on such Lien or order or (C) twenty (20) days after entry of any judgment in favor of the holder thereof from which no further appeal can be taken; and (ii) indemnify, defend and save harmless Lessor from any Losses arising therefrom. If requested by Lessor, based on a determination that such Lien or order has or may have a material adverse effect upon Lessor, Lessee shall bond or provide additional security reasonably acceptable to Lessor for such contested Lien or order.
- (b) If Lessee fails to cause any such Lien or order to be discharged of record as required pursuant to Section 9.1(a), Lessor shall have the right (but shall not be obligated) to cause the same to be discharged and Lessee shall reimburse Lessor for all reasonable out-of-pocket costs incurred by Lessor to discharge such Lien or order, together with an administrative charge equal to fifteen percent (15%) of such amount, within ten (10) days after written demand therefor.

9.2 Right to Contest. Lessee may contest, by appropriate proceedings, the amount, validity or application of any imposition, legal requirement or any Lien arising therefrom on or applicable to the Leased Premises or the Improvements; *provided, however*, that: (a) unless such proceedings suspend the collection thereof, Lessee shall pay the full amount of such Lien and seek reimbursement for the contested portion thereof or provide Lessor with a payment bond in form and substance reasonably acceptable to Lessor; (b) no part of the Leased Premises shall be subject to loss, sale or forfeiture before determination of any such contest; and (c) Lessee shall conduct any such contest in good faith and with due diligence and shall, promptly after the determination of such contest, pay and discharge all amounts which shall be determined to be payable with respect thereto.

## ARTICLE 10 QUIET ENJOYMENT; USE OF PROPERTY

10.1 Covenant of Quiet Enjoyment. Lessor covenants that Lessee shall and may at all times peaceably and quietly have, hold and enjoy the Leased Premises from and after the Effective Date through the expiration of the Term, subject in each case to all Permitted Encumbrances, the provisions of this Lease and the matters referred to herein.

10.2 Permitted Use. Lessee shall use the Leased Premises for office trailer and passenger vehicle parking.

10.3 Improvements. Lessee shall have the right, as it may desire during the Term from time to time and in its sole and absolute discretion, to construct, alter, modify or remove any Improvements and Non-Realty on the Leased Premises.

## ARTICLE 11 DISPUTE RESOLUTION

### 11.1 Settlement By Mutual Agreement.

- (a) In the event any dispute, controversy or claim between Lessee and Lessor arises under this Lease or is connected with or related in any way to this Lease or any right, duty or obligation arising hereunder or the relationship of Lessor and Lessee hereunder (a “*Dispute*”), including a Dispute relating to the effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of this Lease, Lessor and Lessee shall first attempt in good faith to settle and resolve such Dispute by mutual agreement in accordance with the terms of this Section 11.1. In the event a Dispute arises, a Party shall have the right to notify the other Party that it has elected to implement the procedures set forth in this Section 11.1. Within fifteen (15) days after delivery of any such notice by a Party to the other Party regarding a Dispute, Lessor and Lessee shall meet at a mutually agreed time and place to attempt, with diligence and good faith, to resolve and settle such Dispute. Should a mutual resolution and settlement not be obtained at the meeting of Lessor and Lessee for such purpose or should no such meeting take place within such fifteen (15) day period, then either Party may by notice to the other Party, as the case may be, refer the Dispute to senior management of the Parties for resolution. Within fifteen (15) days after delivery of any such notice by a Party to the other referring such Dispute to senior management of the Parties for resolution, representatives of senior management of each of the Parties shall meet at a mutually agreed upon time and place to attempt, with diligence and good faith, to resolve and settle such Dispute.
- (b) Should mutual resolution and settlement not be obtained at the meeting of representatives of senior management of each of the Parties for such purposes as contemplated in Section 11.1(a) or should no such meeting take place within such fifteen (15) day period as contemplated in Section 11.1(a) (unless extended by mutual agreement), then the Dispute shall be submitted to non-binding mediation in accordance with the provisions of Section 11.2.
- (c) If a demand for payment is made to a Party in good faith under this Lease, then such Party shall be required to make such payment notwithstanding any Dispute it may have asserted or may intend to assert regarding such

payment; provided, however, that the making of such payment shall not in any way limit such Party's rights under this Article 11 in respect of such Dispute.

11.2 Mediation. Lessor and Lessee hereby agree that any Dispute which is not resolved pursuant to the provisions of Section 11.1 shall be submitted to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association. Should mutual resolution and settlement not be obtained through the mediation process within sixty (60) days after appointment of the mediator, then any Party shall be entitled to submit the dispute to a court of competent jurisdiction, subject to the terms of Section 11.3.

11.3 Submission to Jurisdiction. To the extent permitted by applicable Law, any legal action or proceeding against any of the Parties under this Lease or with respect to this Lease shall be brought exclusively in any court of competent jurisdiction located in Jefferson County, Texas and, by execution and delivery of this Lease, each of the Parties hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts.

11.4 Waiver of Trial by Jury. Each Party hereby waives trial by jury in any judicial proceeding involving, directly or indirectly, any matter (whether sounding in tort, contract or otherwise) arising out of or related to this Lease.

11.5 Emergency Relief. Without affecting the Parties' agreement to mediate a Dispute, either Party may seek injunctive relief or other form of emergency relief at any time from any state court of competent jurisdiction in Jefferson County, Texas or the federal court for such district.

11.6 Survival. The provisions of this Article 11 shall survive expiration or earlier termination of this Lease.

## **ARTICLE 12 ASSIGNMENT, SUBLEASE OR ENCUMBRANCE**

12.1 Restriction on Transfer. Lessee may not directly or indirectly sell, assign, transfer, pledge, mortgage or encumber its leasehold interest or grant any concession or license within the Leased Premises (each, a "*Transfer*") or its rights or obligations hereunder without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Any Transfer in violation of this Section 12.1 shall be null and void.

**ARTICLE 13**  
**TAXES**

13.1 Lessee Obligation. Lessee shall be solely responsible for, and shall pay prior to any delinquency, any and all Taxes that may be imposed on the Leased Premises, the Improvements, Lessee's operations on the Leased Premises or any Non-Realty owned by Lessee on or used in connection with the Leased Premises for the period commencing on the Effective Date and continuing through and including the Premises Vacation Date.

13.2 Right to Cure. If Lessee fails, refuses or neglects to make any Tax payment in accordance with this Article 13: (a) Lessor shall have the right, but not the obligation, to pay all or any portion of such amount; and (b) Lessee shall be liable to Lessor for any such amount paid, together with interest thereon at the rate of eight percent (8%) per annum, plus reasonable attorneys' fees and expenses incurred because of, or in connection with, any such delinquency. The election by Lessor to pay any Tax for which Lessee is responsible pursuant to this Lease shall not constitute a waiver of any breach hereunder.

13.3 Apportionment. The parties recognize that the Leased Premises has not been separately assessed for Tax purposes and that Taxes imposed on the Leased Premises for the year in which the Term commences may be included with Taxes imposed on the Overall Property. Therefore, for the year in which the Term commences, the parties shall apportion Taxes as follows:

- (a) With respect to Taxes assessed against any land included in the Leased Premises (but not Improvements), the parties shall prorate Taxes related to the Leased Premises Land Percentage of such Taxes as of the Effective Date, with Lessor being responsible for the period on and prior to the Effective Date, and Lessee being responsible for the period after the Effective Date (it being acknowledged that Lessor shall remain responsible for any such Taxes not included within the Leased Premises Land Percentage of such Taxes, whether related to the period prior to or after the Effective Date).
- (b) With respect to Taxes related to any Improvements on the Overall Property (all of which, Lessor represents, are located on the Leased Premises as of the Effective Date), the parties shall prorate such Taxes as of the Effective Date, with Lessor being responsible for the period on and prior to the Effective Date, and Lessee being responsible for the period after the Effective Date.

13.4 Subdivision. On or prior to the end of the calendar year in which the Term commences, Lessor shall, at its sole cost and expense, obtain a subdivision of the Overall Property in accordance with all applicable Laws to create separate tax parcels and accounts for the Leased Premises and the GTP Property. Lessee agrees to reasonably cooperate with Lessor in connection with obtaining such subdivision.

13.5 Exceptions. Notwithstanding any other provision in this Article 13, Lessee shall not be required to pay any franchise, income or excess profit taxes that may be payable by Lessor or Lessor's legal representative, successors or assigns, nor shall Lessee be required to pay any Tax that might become due on account of ownership of property other than the Leased Premises which may become a Lien on the Leased Premises or which may be collectible out of the same.

13.6 No Deduction for Lessor. Lessor shall not take deductions or credits on its federal, state or local Tax returns with respect to the Improvements constructed the Leased Premises.

#### **ARTICLE 14 FORCE MAJEURE**

14.1 Burden of Proof. The burden of proof as to whether a Force Majeure has occurred shall be upon the Party claiming the Force Majeure.

14.2 Effect of Force Majeure. If either Party is rendered wholly or partly unable to perform its obligations under this Lease because of Force Majeure, that Party shall be excused from whatever performance is affected by the Force Majeure (excluding an obligation to make payments due, including Rent) to the extent so affected; *provided, however*, that:

- (a) the non-performing Party, as soon as reasonably practicable after the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice followed by a written notice fully describing the particulars of the occurrence;
- (b) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and
- (c) the non-performing Party uses its best efforts to remedy its inability to perform as soon as possible, provided that neither Party shall be required to prevent or settle any strike, walkout or other industrial labor dispute.

#### **ARTICLE 15 MISCELLANEOUS**

15.1 Governing Law. This Lease shall in all respects be governed by and construed in accordance with the Laws of the State of Texas, without regard to its conflict of laws principles.

15.2 No Partnership. Nothing contained in this Lease shall be construed to create an association, trust, partnership or joint venture or impose a trust or partnership duty, obligation or liability, or an agency relationship, on or with regard to either Party. Each Party shall be individually liable for its own obligations under this Lease.

15.3 Entire Agreement. This Lease contains the entire understanding of Lessor and Lessee with respect to the matters covered hereby and supersedes and cancels any and all oral or written prior agreements, understandings, statements and representations between the Parties with respect thereto.

15.4 No Waiver. The failure of either Party to insist upon or enforce in any instance strict performance of any of the terms of this Lease or to exercise any right, power or remedy hereunder conferred, shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or any such right, power or remedy on any future occasion.

15.5 Amendments. No amendment or modification of the terms of this Lease shall be binding on either Lessor or Lessee unless reduced to writing and signed by both Parties.

15.6 Captions. All captions, titles, subject headings, section titles and similar items are provided solely for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the meaning, content or scope of this Lease.

15.7 Notice and Service. Any notice, demand, request, consent, approval, confirmation, communication or statement that is required or permitted under this Lease shall be in writing and shall be made by hand delivery, certified mail or a nationally recognized overnight courier, addressed to the Party at the address set forth below. Changes in such address shall be made by notice similarly given. Notice delivered by hand or by nationally recognized overnight courier shall be deemed received when delivered to the address as specified herein, and notice mailed in the manner provided above shall be deemed received upon the earlier to occur of (i) actual receipt as indicated on the signed return receipt, or (ii) three (3) days after posting as herein provided.

Lessor: Steven R. Birdwell  
Golden Triangle Properties, LLC  
10 Oaklawn  
Houston, TX 77024  
(713) 875-9111

Lessee: Emerald Biofuels, LLC  
Attention:

(xxx) xxx-xxxx

15.8 Maintenance of Records. Any documents or other records required to be maintained pursuant to this Lease shall be maintained for the lesser of: (a) five (5) years; or (b) twelve (12) months following expiration or termination of this Lease.

15.9 Severability and Renegotiation.

- (a) Should any part of this Lease, for any reason, be declared invalid, such decision shall not affect the validity of the remaining portions, which remaining portions shall remain in force and effect as if this Lease has been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the Parties that they would have executed the remaining portion of this Lease without including therein any such part, parts or portion which may for any reason be hereafter declared invalid.

- (b) Notwithstanding the provisions of Section 16.9(a), should elimination of any invalid portions of this Lease render the continuation of this Lease impossible or if any term or provision of this Lease be found invalid by any court or regulatory body having jurisdiction thereof, the Parties shall immediately renegotiate in good faith such term or provision of this Lease to eliminate such invalidity.

15.10 Further Assurances. If either Lessor or Lessee reasonably determines that any further instruments or any other acts are necessary or desirable to carry out the terms of this Lease, the other Party shall promptly execute and deliver all such instruments and assurances and do all things reasonably necessary and proper to carry out the terms of this Lease; *provided, however*, that no such instruments or assurance shall change the terms and conditions of this Lease.

15.11 Independent Obligations. The obligation of Lessee to pay all Rent and other sums hereunder provided to be paid by Lessee and the obligation of Lessee to perform Lessee's other covenants and duties hereunder constitute the joint and several, independent, unconditional obligations to be performed at all times provided for hereunder by Lessee.

15.12 Time of the Essence. In all instances where Lessee is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence.

15.13 No Merger. Neither this Lease nor the leasehold estate created hereby shall terminate or be terminated by merger of title, operation of law, or otherwise, unless expressly agreed in writing signed by the Parties.

15.14 No Third Party Beneficiaries. Except as otherwise herein expressly provided, this Lease inures to the sole and exclusive benefit of the Parties and confers no benefit on any third party whomsoever.

15.15 Lease Remains in Effect. Notwithstanding a failure of the obligations of either Party hereunder, the rights of the Parties under this Lease shall not lapse, be suspended or forfeited, and the Lease shall remain in full force and effect.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be signed by their respective authorized officers as of the Effective Date.

**LESSOR:**

**GOLDEN TRIANGLE PROPERTIES, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LESSEE:**

**EMERALD BIOFUELS, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**Leased Premises**



Cushman & Wakefield of Texas, Inc.

If the foregoing is acceptable, please evidence the Lessee's acceptance by executing a copy of this letter and returning it to us by email or other method of delivery by November 1, 2014, or this offer to sell shall expire. We look forward to working with you to successfully complete this transaction.

Very truly yours,

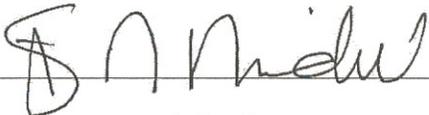
B. Kelley Parker, III

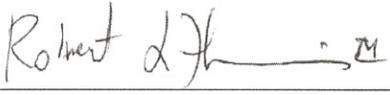
BKP/mh  
Attachments

**ACCEPTED:**

LESSOR: Golden Triangle Properties, LLC

LESSEE: Emerald Biofuels, LLC

By: 

By: 

Name: Steven R. Birdwell

Name: Robert Fleming

Its: President / CEO

Its: Vice President of Engineering & Technology

Date: 10/28/14

Date: 10/29/14

**AGENDA ITEM****March 23, 2015**

Consider and possibly approve a Resolution authorizing the County Judge to execute a Contract Amendment Request for the Community Development Fund Contract between Jefferson County and the Texas Department of Agriculture-CDBG Program, Contract Number 713250 for the Cheek Community Sewer System.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A CONTRACT AMENDMENT REQUEST FOR THE COMMUNITY DEVELOPMENT FUND CONTRACT BETWEEN JEFFERSON COUNTY AND THE TEXAS DEPARTMENT OF AGRICULTURE – CDBG PROGRAM, CONTRACT NUMBER 713250.

WHEREAS, Jefferson County entered into a contract with the State of Texas to make improvement to the Cheek Community sewer system; and

WHEREAS, the County desires to amend the Contract Number 713250 in the following manner:

1. Transfer funds in the amount of \$43,714.00 from Rehab Single –Unit line item to the Sewer Improvement-Construction.

WHEREAS, the County has met the Texas Department of Agriculture Citizen Participation requirements;

WHEREAS, the County ultimately desires to reduce health hazards associated with limited access to safe, decent and affordable sewer service;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS:

The Commissioner's Court authorizes a contract amendment request to be submitted to the Texas Community Development Program for the following proposed activities:

Transfer funds in the amount of \$43,714.00 from Rehab Single –Unit line item to the Sewer Improvement-Construction line item.

The Commissioner's Court directs and authorizes the County Judge to execute all necessary documents as may be required to initiate and process this contract amendment request.

PASSED AND APPROVED at a meeting of the Commissioner's Court of Jefferson County, Texas, on the -----



# TxCDBG Contract Amendment/Modification Request - Form A1101

Grant Recipient Name: JEFFERSON COUNTY Contract No 713250 Region SETRPC  
 Modification No. 2 Start Date 11/12/2013 End Date 11/11/2015 Contract Amount \$275,000.00

Check all contract provisions to be amended/modified (additional questions appear for some selections):

- Exhibit A Performance Statement    
  Exhibit B Budget    
  Contract Period (extension)    
  Special Conditions  
 Other \_\_\_\_\_

What changes are proposed for the contract?

Why are the proposed revisions requested for this contract?

Budget being modified to reflect actual construction bid received for the force main installation contract awarded to T. Johnson.

Is the contract on hold for non-compliance with audit, monitoring, or programmatic requirements?  TDA concur

## For Budget Amendment/Modification Requests

Enter the entire project Exhibit B and proposed change(s), including activities with no change.

Activity	Original Budget	Current Budget	Present (+/-) \$ Change	Revised Budget	+
03J - Sewer Improvement-Construction	\$209,000.00	\$95,600.00	\$43,714.00	\$139,314.00	-
03J - Sewer Improvements-Engineering	\$36,000.00	\$20,000.00		\$20,000.00	-
14A - Rehab Single-Unit-Sewer	\$0.00	\$113,400.00	(\$43,714.00)	\$69,686.00	-
14A - Rehab Single-Engineering	\$0.00	\$16,000.00		\$16,000.00	-
21J - General Administration	\$30,000.00	\$30,000.00		\$30,000.00	-
<b>Totals</b>	\$275,000.00	\$275,000.00	\$0.00	\$275,000.00	

Do the proposed revisions move more than 20% of the total grant funds from one activity to another?      No      Yes

Do the proposed revisions require new budget activities?      No      Yes

Do the proposed revisions move funds from construction activities to administration or engineering activities?      No      Yes

If Yes, describe additional adm/eng services

TDA Staff: Record change in IDIS



**AGENDA ITEM****March 23, 2015**

Consider and possibly approve out of state travel for Terrie Looney to attend the National Ocean Sciences Bowl Finals in Ocean Springs, MS April 22 through April 26, 2015. (All expenses are paid by the National Ocean Sciences Bowl Consortium.)

OFFICE OF JEFFERSON COUNTY

RECEIVED MAR 17 2015

FAXTEXAS A&M  
AGRILIFE  
EXTENSIONMEMORANDUM

**TO:** Fred Jackson  
County Judge's Office

**FROM:** Starla B. Garlick, *S. Garlick*  
Agriculture Department

**RE:** Agenda Item for March 23, 2015

**DATE:** March 17, 2015

Request and possibly approve out of state travel for Terrie Looney, Coastal and Marine Resources Agent, to attend training the National Ocean Sciences Bowl Finals. Ms. Looney serves as the Regional Coordinator for our area. The contest will take place in Ocean Springs, MS April 22 through April 26, 2015. Registration and travel costs are being paid by the National Ocean Sciences Bowl consortium. Ms. Looney will use a county car for transportation to and from the event.

Request and possibly approve out of state travel for Emilee Bean, Agriculture and Natural Resources Agent, to attend a one day Garden Expo hosted by Calcasieu Parish Master Gardeners and assist a Jefferson County Master Gardener with a presentation at the event. The Garden Expo will take place in Lake Charles, LA on March 27, 2015. Ms. Bean will use a county car for transportation and will use budgeted funds for meals.

Thank you.

:pjc

Texas A&M AgriLife Extension Service  
1225 Pearl Street, Suite 200, Beaumont, TX 77701

Tel. 409.835.8461 | Fax. 409.839.2310 | Jefferson.AgrLife.org

Page 2 of 2

1. Is the trip budgeted? If not, how is the trip to be funded?

*For Terrie Looney: No, all costs to be paid by National Ocean Sciences Bowl Consortium.*

*For Emilee Bean: No, the trip was not included in the budget, but the only costs are use of the County Car and meals and there are sufficient funds in our budget for her meals.*

2. Is the training mandatory or does the training directly impact the employee's assigned job duties?

*For Terrie Looney: The event impacts my job duties since I serve as the Regional Coordinator for National Ocean Sciences.*

*For Emilee Bean: The event will impact my job duties and enhance my knowledge of horticulture related events.*

3. Does the benefit appear to be worth the cost?

*Yes, for both events.*

4. Is the training available locally or within Texas at a lower cost?

*No for both events.*

**AGENDA ITEM****March 23, 2015**

Consider and possibly approve out of state travel for Emilee Bean, Agriculture and Natural Resources Agent, to attend Garden Expo hosted by the Calcasieu Parish Master Gardeners in Lake Charles, LA, on March 27, 2015. (Expenses are paid by funds already budgeted.)

OFFICE OF JEFFERSON COUNTY

RECEIVED MAR 17 2015

FAXTEXAS A&M  
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Educational programs of the Texas A&M Agrilife Extension Service are open to all people without regard to race, color, religion, sex, national origin, age, disability, genetic information or veteran status.  
The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

Page 2 of 2

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*Yes, for both events.*

4. Is the training available locally or within Texas at a lower cost?

*No for both events.*

**AGENDA ITEM****March 23, 2015**

Consider, possibly approve, authorize the County to Judge to execute and receive and file an Affiliation Agreement between Lamar Institute of Technology and the Jefferson County Public Health Department for training of Pharmacy Technicians.

AFFILIATION AGREEMENT

AN AGREEMENT FOR THE USE OF CLINICAL FACILITIES  
FOR THE EDUCATION OF PHARMACY TECHNICIAN  
STUDENTS

Between

LAMAR INSTITUTE OF TECHNOLOGY

and

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

## CONTENT

- I. AGREEMENT
- II. LAMAR INSTITUTE of TECHNOLOGY
- III. CLINICAL AFFILIATE RESPONSIBILITY
- IV. TERMS OF AGREEMENT

**AFFILIATION AGREEMENT**  
 between  
**LAMAR INSTITUTE OF TECHNOLOGY**  
 and  
**JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT**

This AGREEMENT ("Agreement") is made and entered into by and between Lamar Institute of Technology, Beaumont, Texas by for and on behalf of the Department of Allied Health and Sciences ("College,") and Jefferson County Public Health Department ("Clinical Affiliate"), a healthcare provider, with an office located at 1295 Pearl Street, Beaumont, TX, 77701. It is acknowledged and agreed that this agreement will become effective as of the date of the last signature of a party hereto.

NOW, THEREFORE, in consideration for mutual covenants and conditions contained in this Agreement, to facilitate training of Pharmacy Technician students, the parties agree as follows:

**A. IT IS MUTUALLY AGREED BY THE COLLEGE AND CLINICAL AFFILIATE THAT:**

1. The educational program and curricula of the College is and shall be the responsibility of, and shall be carried out under the direction of personnel of the College.
2. Whereas the Clinical Affiliate recognizes the need for the educational development of students and as matter of courtesy will cooperate with the College and student in such training.
3. It is mutually agreed that the provision and supervision of patient/client care or services is the responsibility of, and shall be carried out under the direction of personnel of the Clinical Affiliate. The Clinical Affiliate agrees to provide students admission to the program and to provide equipment, supplies and other resources which are available.
4. It is mutually agreed that clinical experiences for students enrolled in the pharmacy technician program of the College will be provided at the Clinical Affiliate and the College will designate, in writing, a contact person to regularly communicate with the Clinical Affiliate regarding routine operational matters described herein.
5. It is mutually agreed that College faculty will select and assign students for learning experiences and will further provide for teaching, evaluation, overall supervision, and record keeping of students. The College shall cooperate with the Clinical Affiliate to establish rotations for students. Faculty members, students and the College will adhere to all policies of the Clinical Affiliate and will assume responsibility for student's adherence to those policies.
6. It is mutually agreed that the College does not, and will not, discriminate against any student, employee, or applicant for registration or employment because of disability, race, religion, sex, color, creed, marital status, age, or national origin.
7. It is mutually agreed that the period of assignment, and the number and distribution of students among divisions of the Clinical Affiliate will be determined by representatives of the College and the Clinical Affiliate. The College shall be ultimately responsible for program admissions, administration, matriculation requirements, curriculum planning and accreditation requirements and student assignments. The College will be responsible for all final assessments of each student's clinical and academic performance and the assignment of final grades.
8. The Clinical Affiliate reserves the right to dismiss any student from its premises and otherwise terminate this agreement at any time and for any or not reason without notice and without recourse by the student, Faculty or College.

9. It is mutually agreed that representatives of the College and Clinical Affiliate shall meet as scheduled to discuss issues of mutual concern, and to make such suggestions and changes as are needed. Both parties will share information pertinent to the Affiliation Agreement.

10. It is mutually agreed that the College will comply with all regulatory and accreditation agency standards.

11. In the event a student or College member is exposed to infectious disease, environmental hazard, or sustains any injury or illness in the course of any rotation, the Clinical Affiliate will, with the consent of the student, provide first aid and emergency medical treatment at the site, if such injuries can be appropriately treated on site. If the injury or illness cannot be appropriately treated on site, then the Clinical Affiliate will make arrangements for such individuals to receive appropriate treatment at another facility. The Clinical Affiliate will inform the College of any such injuries and treatment and the student hereby waives all privacy rights as to such circumstances. It is agreed and understood that the student will be solely responsible for paying for any health care and expenses incurred for necessary treatment of the student at another facility during any rotation. The College will provide the Clinical Affiliate evidence of appropriate liability coverage and Personal Health Insurance for each student during each rotation.

12. The parties agree that the sole purpose of this agreement is to facilitate learning for the students and that the Clinical Affiliate is volunteering to participate in this program and that the students will occupy the status of "licensee" as that term is interpreted by Texas law. The students participating in the program shall not be agents, servants or employees of the Clinical Affiliate at any time nor otherwise have any right to or expectation of payment, compensation, remuneration or other material benefit from the Clinical Affiliate.

With regard to any of these general areas of agreement, The College is responsible for, and agrees to:

1. Protect the health and safety of all parties by:

- a. Requiring student liability insurance coverage at no cost to the Clinical Affiliate;
- b. Requiring an annual health and physical examination at no cost to the Clinical Affiliate;
- c. Requiring compliance with the Center for Disease Control, Texas Department of Health, and Clinical Affiliate rules as regarding health, immunizations, safety, dress, and conduct (including for-cause drug screens at no expense to the Clinical Affiliate);
- d. Providing, or otherwise arranging for, faculty and student orientation to the Clinical Affiliate, its major policies, rules and regulations.
- e. Adequately indoctrinate students to inform them that the Clinical Affiliate shall have sole authority and control over and be responsible for its facilities, personnel and patient care and treatment and other clinical activities at the site, including without limitation any all student clinical activities at the site.

2. Make arrangements with the Client Services Administrator, and specified designates, for clinical learning experiences needed for students prior to each semester. The College representative will provide parties with:

- a. Names of students;
- b. Name(s) of faculty;
- c. Dates, days, times of clinical practice periods will be agreed upon.

3. Assist with or contribute to Clinical Affiliate educational activities when requested.
4. Remove students for academic and /or behavioral misconduct according to the College's Student Code of Conduct per the Clinical Affiliation and the College's Policies.
5. Provide for, arrange and/to encourage Clinical Affiliate personnel participation in selected evaluation programs.
6. The individual student is responsible for equipment damaged or broken due to the student's negligence.
7. College shall require all students, faculty, employees, agents, and representatives of College participating in the Program (collectively "Program Participants") to sign and comply with a Statement of Confidentiality for Health Insurance Portability and Accountability Act (HIPAA) purposes and fully comply with all confidentiality and privacy laws, rules and regulations.
8. Notwithstanding any other provision herein, the governmental immunity, qualified immunity, official immunity and all other immunities and defenses of Clinical Affiliate and its employees and officials shall be unimpaired and in full force and effect at all times. Nothing in this agreement shall constitute a waiver of Clinical Affiliate's or Jefferson County's immunities to suit or liability. The Clinical Affiliate, Jefferson County, its employees, agents and officials shall, at all times, have the benefit of all defenses, immunities, rights and limitations of liability and damages recognized in law including, without limitation, the CPRC Chapter 101, Texas Tort Claims Act.
9. It is further understood and agreed that the students, faculty and College shall be solely liable for any and all damages, injuries, claims, suits and grievances of any student, faculty member or the College and anyone claiming on their behalf arising from the performance or implementation of this agreement. In no event shall the Clinical Affiliate or Jefferson County or any of its employees, agents or officials ever have any liability hereunder the fullest extent allow under law for such claims.

The Clinical Affiliate is responsible for, and agrees to:

1. Permit the use of clinical facilities by students enrolled in the Department of Allied Health and Sciences, Pharmacy Technician Program for the purpose of clinical education.
2. Provide, to the extent reasonable, conference rooms for student education, and locker rooms or other secure space for faculty and students to store coats, books, etc., while on duty.
3. Allow students and faculty reasonable and supervised access to, and use of, facilities maintained by the Clinical Affiliate following their specific policies, fees or charges, such as Library and Cafeteria.
4. Charge no fees for clinical laboratory practice.
5. Legal responsibility for the performance of students during the program shall be and remain solely with student, Faculty and College and never with the Clinical Affiliate or Jefferson County. It is understood and agreed that the Clinical Affiliate will be under no obligation to compensate any student for any services rendered by the student during this training.

**DISPUTE RESOLUTION**

Should any dispute arise between the parties, the parties agree to use all reasonable efforts to resolve same amicably and, if necessary, agree to submit to mediation. All disputes in which litigation is required will be litigated in a court of competent jurisdiction in Jefferson County, Texas according to Texas Law.

**TERMS OF AGREEMENT:**

Unless terminated earlier, this agreement shall be effective for the period beginning the Effective Date for the term of one (1) year commencing upon the Effective Date of August, 2015 through July,2016. This agreement may be renewed for another term if both parties agree in writing.

**Lamar Institute of Technology**  
**Department Chair, Allied Health and Sciences**

\_\_\_\_\_ **Date** \_\_\_\_\_

**Program Director**  
**Pharmacy Technician**

\_\_\_\_\_ **Date** \_\_\_\_\_

**Clinical Affiliate, Chief Administrator**

\_\_\_\_\_ **Date** \_\_\_\_\_

**Department Chair, Allied Health and Sciences**

\_\_\_\_\_ **Date** \_\_\_\_\_

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

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Vice President of Academic Affairs**

\_\_\_\_\_ **Date** \_\_\_\_\_

**Paul J. Szuch, Ed.D.**  
**President, Lamar Institute of Technology**

\_\_\_\_\_ **Date** \_\_\_\_\_


**PHOENIX AVIATION** MANAGERS, INC.

**Jefferson County Mosquito Control  
2015 / 2016 Agricultural Aircraft Hull & Liability Quotation**

**TYPE** Aerial Applicator's Liability Insurance  
**INSURER** Old Republic Insurance Company  
**NAMED INSURED** Jefferson County Mosquito Control  
**ADDRESS** 215 Franklin, Suite 202 P.O. Box 4930  
 Beaumont, TX 77705  
**POLICY PERIOD** April 24, 2015 To April 24, 2016  
 Both at 12:01 a.m. Local Time at the address of the Named Insured.  
**POLICY NUMBER** Renewal of AA 000339 14  
**AIRPORT LOCATION** BPT  
 Jack Brooks Regional Airport  
**TERRITORY** United States of America Excluding Alaska and Hawaii

**AIRCRAFT DESCRIPTION**

1987 Beech King Air	N541MC
1972 Cessna 188	N21673
1973 Cessna 188	N82886

**AIRCRAFT PHYSICAL DAMAGE** All Risk Coverage While Not in Motion and In Motion

N541MC	Value:	Not Covered	Premium:	Not Covered
N21673	Value:	Not Covered	Premium:	Not Covered
N82886	Value:	Not Covered	Premium:	Not Covered

Total Physical Damage Premium: \$ -

**DEDUCTIBLES** As Respects Aircraft Physical Damage

	<u>Not in Motion</u>	<u>In Motion</u>
N541MC	N/A	N/A
N21673	N/A	N/A
N82886	N/A	N/A

As Respects Chemical Liability

No Chemical Liability Deductible Applies

**LIABILITY LIMITS**

Includes Crops Being Treated, Adjacent Fields and Farmers, Owners, Growers Coverage  
 If Farmers, Owners, Growers Coverage is not needed decrease liability premium by \$250 per Aircraft

Aircraft Liability Combined Bodily Injury & Property Damage Excluding Passengers & Excluding Chemical Liability	\$1MIL CSL	Each Occurrence	
		Non-Chemical Liability Premium:	\$3,750
Limited Chemical Bodily Injury Liability	\$100,000 Each Person \$300,000 Each Occurrence and Aggregate		
Limited Chemical Property Damage Liability	\$100,000 Each Occurrence \$100,000 Aggregate		
		Chemical Liability Premium:	\$12,000



**PHOENIX AVIATION MANAGERS, INC.**

**Jefferson County Mosquito Control  
2015 / 2016 Agricultural Aircraft Hull & Liability Quotation**

**PILOTS**

Jerry Hinson  
Bryan Farrar  
Guy Romine

Provided each holds the proper and current medical and pilot certificates with the appropriate ratings and qualifications required under the current FAA regulations which apply to the flight involved.

Confirm no losses/waivers/accidents by above pilots

**PREMISES LOCATIONS:**

Airport Premises provided on endorsement form AA511 as respects your ownership, storage, maintenance, or use of your aircraft premises located at Jack Brooks Regional Airport including those premises necessary and incidental to your operations

**PREMISES LIABILITY**

Not Covered  
Premium: Not Applicable

**PASSENGER LIABILITY**

Not Covered  
Premium: Not Applicable

**ADDITIONAL PREMIUM**

**TRIA COVERAGE  
OPTIONAL:**

Aircraft Liability - 100% of the Aircraft Liability Premium  
Hull - 0.30 Per \$100 of Hull Values  
Premises Liability - 100% of the Premises Liability Premium

\$10,028  
Not Applicable  
Not Applicable

*TRIA Premium if desired*

**STATE TAX**

Not Applicable

**TOTAL ANNUAL PREMIUM (Excluding TRIA Premium and Taxes)**

Total Annual Premium: **\$15,750**

**CONDITIONS**

Policy Form AA501 (11/98)

**FORMS**

Forms as required, including but not limited to:

- AA535 - 0599 - Texas Amendatory Endorsement
- 2000a - 0301 - Date Recognition Exclusion Endorsement
- AA400 - 0112 - Policy Provisions Change Endorsement
- AA48C - 0167 - War Hijacking and other Perils Exclusion Clause
- AA560 - 0905 - Amendment to Losses Not Covered
- AA597 - 0701 - Care Custody or Control Amendment
- AA637 - 0699 - Pilot(s) Addition Deletion
- GFMEEX - 0811 - Mexico - Warning
- AA908 - 1002 - Canceling or Changing the Policy
- AATEX - 0203 - Exclusion of Certified Acts of Terrorism
- PA313 - 0205 - Asbestos Exclusion Endorsement

Phoenix Aviation Manager's quotes and binders are based on our policy provisions, exclusions, conditions, limitations, definitions and endorsements.

**Special, March 23, 2015**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, March 23, 2015