

SPECIAL, 6/22/2015 1:30:00 PM

BE IT REMEMBERED that on June 22, 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 (ABSENT)

Tim Smith

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
June 22, 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
June 22, 2015**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **22nd** day of **June 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: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

1. Receive and file bids for (IFB 15-012/YS) Term Contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief.

SEE ATTACHMENTS ON PAGES 9 - 127

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

2. Consider and approve award, execute, receive and file a lease agreement for (RFP 14-020/KJS), Development Proposals for a Charter School at the former TYC Property in Jefferson County with Evolution Academy Charter School.

SEE ATTACHMENTS ON PAGES 128 - 138

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

3. Consider and approve, execute, receive and file a renewal for (IFB 14-013/JW), Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County with Colin's Kitchen LLC, for a first additional one (1) year renewal from July 6, 2015 to July 5, 2016.

SEE ATTACHMENTS ON PAGES 139 - 139

Action: TABLED

4. Consider and approve, execute, receive and file Amendment I (one) to contract (RFP 12-032/JW) Re-bid for Term Contract for Automated Teller Machines (ATM) Installation and Operation for Jefferson County. This amendment will add the Jerry Ware Terminal at the Jack Brooks Regional Airport, 5000 Jerry Ware Drive, Beaumont, TX 77705, as a service location.

SEE ATTACHMENTS ON PAGES 140 - 140

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
June 22, 2015

5. Consider and approve, execute, receive and file Amendment III (three) to contract (IFB 13-013/JW) Term Contract for Janitorial Services for Jefferson County. This amendment will change service times for the Subcourthouse, Annex I – Port Building, and Annex II – Public Health Department from 5:30 pm – 12:00 midnight (Monday – Friday) to 4:00 pm – 11:00 pm (Monday – Friday).

SEE ATTACHMENTS ON PAGES 141 - 142

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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. 5 for (IFB 14-018/KJS), Jefferson County New Health Clinic – (TDRA – Round I Disaster Project Now Funded by GLO) with N & T Construction for an increase of \$8,362.81 for the addition of a grate for parking lot drainage and addition of a fused disconnect on line side of meter to meet Entergy requirements; bringing the total contract amount from \$1,987,639.52 up to \$1,996,002.33. This change order will increase contract working days by 5 days, bringing the total contract working days from 337 days to 342 days. The additional working days are due to inclement weather conditions.

SEE ATTACHMENTS ON PAGES 143 - 154

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
June 22, 2015

7. Consider and approve, execute, receive and file Change Order No. 1 for (IFB 15-008/JW), Road Improvements for Jefferson County (County Transportation Infrastructure Fund) with APAC-Texas, Inc. for an increase of \$43,936.63 to increase the amount of Hot Mix Asphalt by 493.67 tons to cover the overrun of quantities for the roads in Precinct # 1; bringing the total contract amount from \$1,027,608.37 up to \$1,071,545.00. This change order does not change the number of contract working days. This project is funded by County Energy Transportation Reinvestment Zone (CERTZ).

SEE ATTACHMENTS ON PAGES 155 - 155

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY AUDITOR:

8. Consider and possibly adopt a Resolution recognizing Catherine Lanell Fontenot for 24 years of dedicated service to Jefferson County and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 156 - 156

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

9. Regular County Bills Check # 408644-408919

SEE ATTACHMENTS ON PAGES 157 - 165

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY COMMISSIONERS:

10. Receive and file executed Water Line Easement between Jefferson County, Texas and the City of Beaumont.

SEE ATTACHMENTS ON PAGES 166 - 183

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

11. Receive and file audit report for Jefferson County ESD # 3 for the Fiscal Year 2013-2014.

SEE ATTACHMENTS ON PAGES 184 - 236

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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 Tax Abatement Agreements between Jefferson County, Texas and Golden Pass Products LLC for Train 2 and Train 3 of the overall expansion project at Sabine Pass, Texas pursuant to Sec. 312.401, Texas Tax Code.

SEE ATTACHMENTS ON PAGES 237 - 388

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

13. Receive and file Annual Road Reports of Jefferson County Commissioners of Precincts 1,2,3,4 pursuant to Section 251.005, Texas Transportation Code and file a copy of same with the Grand Jury.

SEE ATTACHMENTS ON PAGES 389 - 393

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

*Notice of Meeting and Agenda and Minutes
June 22, 2015*

14. Consider and possibly adopt a Resolution recognizing Arthur Flowers for 10 years of dedicated service to the Jefferson County Precinct # 3 Road and Bridge and to the citizens of Jefferson County and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 394 - 394

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

15. Consider filling the vacancy created in County Court at Law #2, by the death of Judge Lupe Flores, with Mr. Cory Crenshaw, such appointment to become effective June 29, 2015.

Several citizens opted to speak. Paul Jones, Sheila Sachitano, Brenda Spivey, and Stella Morrison,

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver

Opposed: Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

16. Pursuant to LGC 174.106 consider designating the County Judge to negotiate with the Deputy Sheriff's Union.

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

17. Consider, possibly approve and authorize the County Judge to execute, receive and file a Master Agreement and AT&T Switched Ethernet Service Pricing Schedule between Jefferson County and AT&T Corp and AT&T ILEC Service, respectively, to update MIS Ethernet bandwidth.

SEE ATTACHMENTS ON PAGES 395 - 408

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

SHERIFF'S DEPARTMENT:

18. Consider and possible adopt a Resolution recognizing Jeffrey D. Theriot for 31 years of dedicated service as an Assistant Chief in Corrections for the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 409 - 410

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

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.**

Jeff R. Branick
County Judge

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

Alliance Mechanical Services
Company Name

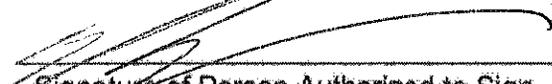
For clarification of this offer, contact:

P O Box 490
Address

Ed W. Granger
Name

Orangefield TX 77639
City State Zip

409-670-1292 409-883-8596
Phone Fax


Signature of Person Authorized to Sign

edgranger@alliancemechanicalsvc.com
E-mail

Ed W Granger
Printed Name

President
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: IFB 15-012/YS Term Contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 15-012/YS, Term Contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief.

The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Item	Description	Labor Charge Per Hour
1	Mechanic during working hours (Monday–Friday, 7:30 AM to 5:00 PM)	\$ 75.00
2	Apprentice Mechanic accompanying a Mechanic during working hours (Monday–Friday, 7:30 AM to 5:00 PM)	\$ 65.00
3	Apprentice Mechanic for emergency service on weekdays and Saturdays (Monday–Friday, 5:00 PM to 7:30 AM and all day Saturday)	\$ 97.50
4	Apprentice Mechanic accompanying a mechanic on weekdays and Saturdays (Monday–Friday, 5:00 PM to 7:30 AM and all day Saturday)	\$ 97.50
5	Mechanic for emergency service on Sundays and Holidays	\$ 130.00
6	Apprentice Mechanic accompanying a mechanic for emergency service on Sundays and Holidays	\$ 120.00
7	Mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (Monday–Friday, 7:30 AM to 5:00 PM)	\$ 120.00
8	Mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (5:00 PM to 7:30 AM Monday–Friday and all day Saturday)	\$ 175.00
9	Mechanic for emergency service with disaster relief during mandatory/ voluntary county (Sundays and Holidays)	\$ 175.00
10	Apprentice Mechanic accompanying a Mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (7:30 AM to 5:00 PM, Monday–Friday and all day Saturday)	\$ 120.00
11	Apprentice Mechanic accompanying a mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (5:00 PM to 7:30 AM Monday through Friday and all day Saturday)	\$ 150.00
12	Apprentice Mechanic accompanying a Mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (Sundays and Holidays)	\$ 150.00
Item	Description	Percentage Off
13	Parts with cost of \$1,500.00 or less shall be furnished by Contractor's cost plus % (percent) markup	30 %
14	Equipment replacement chillers, boilers, direct expansion units, etc." for emergency replacement f.o.b job site at cost plus _____%(percent)	25 %
15	Sub-contractor percentage mark-up	20 %
16	Materials, supplies, and/or equipment furnished by contractor shall be billed at cost plus _____% markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges	30 %
17	Rental equipment furnished by contractor, with prior approval of the County, to be billed at cost plus _____% markup	20 %

Bidder Shall Return Completed Form with Offer.

Vendor References

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.

REFERENCE ONE

Government/Company Name: City of Orange

Address: P O Box 520 Orange, TX 77631

Contact Person and Title: Jim Wolf, Director of Public Works

Phone: 409-883-1023 Fax: 409-883-1965

Contract Period: 9/11 Scope of Work: HVAC Installation & Service

REFERENCE TWO

Government/Company Name: Evadale ISD

Address: P O Box 497 Evadale, TX 77615

Contact Person and Title: Shannon Adams, Director of Maintenance

Phone: 409-276-1337 Fax: 409-276-1908

Contract Period: 07/08 Scope of Work: HVAC Installation & Service

REFERENCE THREE

Government/Company Name: Hull-Daisetta ISD

Address: 117 N. Main Daisetta, TX 77533

Contact Person and Title: Mary Huckabay, Superintendent

Phone: 936-536-6321 Fax: 936-536-6251

Contract Period: 10/10 Scope of Work: HVAC Installation & Service

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

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

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

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

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

Alliance Mechanical Services
 Bidder (Entity Name)

P O Box 490
 Street & Mailing Address

Orangefield, TX 77639
 City, State & Zip

409-670-1292
 Telephone Number

edgranger@alliancemechanicalsvc.com
 E-mail Address


 Signature

Ed W Granger
 Print Name

6-8-15
 Date Signed

409-883-8596
 Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity	
<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 7th 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>	OFFICE USE ONLY
<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 7th 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 style="text-align: center; margin-top: 20px;">NONE</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> <p style="text-align: center; margin-top: 20px;">NONE</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?

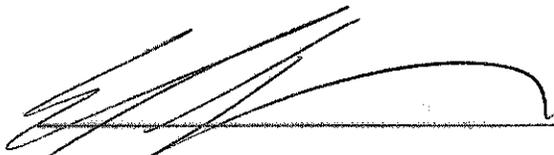
Yes No

D. Describe each affiliation or business relationship:

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

NONE

7.



Signature of person doing business with the governmental entity

6-8-15
Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

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.

Ed W. Granger
Printed Name of Authorized Representative

[Signature]
Signature

President
Title

6-8-15
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: Yes No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR 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 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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 Alliance Mechanical Service [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

I certify that Alliance Mechanical Service [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.):	26-0309610
Company Name submitting bid/proposal:	Alliance Mechanical Services
Mailing address:	P O Box 490, Orangefield, TX 77639
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.

Bid Affidavit

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

STATE OF Texas COUNTY OF Orange

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

on this day personally appeared Ed W. Granger, who
(name)
after being by me duly sworn, did depose and say:

"I, Ed W. Granger am a duly authorized officer of/agent
(name)
for Alliance Mechanical Services and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Alliance Mechanical Services.
(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."

Ed Granger

Name and address of bidder: Alliance Mechanical Services

P.O. Box 490, Orangefield TX 77639

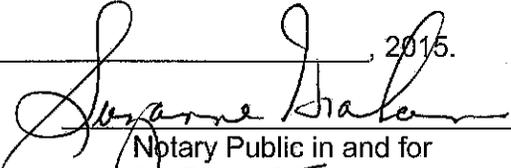
Fax: 409 883-8596 Telephone# 409 670 1292

by: Ed W. Granger Title: President
(print name)

Signature: 

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the 10th day of June, 2015.


Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

May 18, 2015

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 15-012/YS, Term Contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. 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: Term Contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief
BID NO: IFB 15-012/YS
DUE DATE/TIME: 11:00 AM CST, June 16, 2015
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1001 Pearl Street, 3rd Floor
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, 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 – May 20, 2015 and May 27, 2015

IFB 15-012/YS
Term Contract for HVAC Capital Equipment, Services,
and Supplies for Jefferson County Disaster Relief
Bids due: 11:00 AM CST, June 16, 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) 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

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, 3rd 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

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 and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

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

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.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer (e-mail: ysauer@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 15-012/YS.

SCOPE

The intention of this Jefferson County Invitation for Bid (IFB) is to solicit bids for a term contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief for an initial contract period of one (1) year, with an option to renew for up to four (4) additional years.

1. General
 - a. Furnish all labor, materials and equipment to correct, improve, replace or repair all HVAC Systems as required and upon proper authorization by a representative of Jefferson County.
 - b. Emergency service to be available on a twenty-four (24) hours, seven-day-a-week basis and provided within two (2) hours after notification by authorized Jefferson County Personnel.
2. Contractor Will
 - a. Furnish all labor, material and/or equipment necessary to inspect, install replacement parts and service the subject equipment as requested by County.
 - b. Provide emergency service as requested and required by County.
 - c. Provide County equal or preferential service over all other types of service normally undertaken by contractor.
 - d. Assist in shutting down of equipment after cooling season, draining of water lines, pump, condenser and/or tower to prevent freezing; if requested by County.
 - e. Provide inspection service as requested and provide County with a completed copy of the inspection report indicating what repairs, if any, are necessary resulting from each inspection.
3. Jefferson County Will
 - a. Notify contractor when repairs, replacements, service or inspections are required by County.
4. Detail
 - a. This agreement shall include calls made during normal working hours, between 7:30 AM and 4:30 PM, Monday through Friday, weekends and holidays excepted. (The hourly rate as stated in the bid should include travel to and from the job.)
 - b. Emergency services (including disaster relief during mandatory/voluntary county evacuation) will be available at other times at additional overtime cost to be stated by bidder in his proposal.
 - c. During fulfillment of this agreement, contractor shall take all reasonable precautions to avoid injury to persons and damage to property.
 - d. Contractor shall not be responsible for system design or its performance in maintaining design conditions except through failure of equipment covered herein. It is understood that his proposal sets forth the entire agreement. Major units (value

over \$500) falling under the scope of this paragraph must be approved by owner's representative. It is the desire of owner to replace units with original equipment brands. A unit by any other manufacturer is subject to owner's approval.

- e. County reserves the right to request copy of invoices from supplier to contractor including freight charges in order for owner to verify costs.
- f. Replacement of parts that have an individual cost exceeding \$2500 shall be under the jurisdiction of Jefferson County and will be subject to bid with purchase of what is considered best for the County.
 - It is understood and agreed that all replaced parts and equipment become the contractor's property and will be removed from owner's premises and that all replacement parts and units become the owner's property.

NOTE: The following is to become a part of the provisions of the bid. The qualifications of the mechanics must be such as to satisfy the Director of Facilities of Jefferson County. Contractor will be expected to have immediately available mechanics skilled in the herein named types of heating, ventilating, and air conditioning work, including mechanics skilled in centrifugal equipment repair.

I. Boiler Repairs

- a. Flu Gas Analysis
- b. Tube Rolling
- c. Refracting
- d. insulating (internal)

II. Pneumatic and Electronic Controls

III. Pipe Repair, Fabricating, Welding Fitting, Victaulic, and Mechanical Joints.

IV. Air and Water Flow Balancing

V. Tools and Mechanic Skilled in Vibration Analysis, i.e., Tower Gear Boxes, Fan and Bearings, etc.

The final decisions as to their qualifications will rest on their ability to perform the necessary work in an efficient manner.

If more than one (1) mechanic is assigned to a job, unless Jefferson County is notified to the contrary, the second mechanic is assumed to be an apprentice and charges are to be at apprentice price.

As no single bidder can service all the needs of Jefferson County, the County has the option to make a multiple vendor award. Jefferson County shall reserve the right to seek competitive quotations from the awarded contract to determine the best price for each project.

Bidders must be able to provide local response time. Bidders are required to provide Jefferson County with a Texas State License.

Bidders should have a distributorship and/or accessibility to parts on short notice.

The word "holidays" is defined as those days, which are designated as holidays by Jefferson County for their employees.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

EP-HVAC US, Inc.

Company Name

2100 Wellspring Dr

Address

Beaumont, TX 77705

City

State

Zip

Shane LeLeaud

Signature of Person Authorized to Sign

Shane LeLeaud

Printed Name

UP Service Manager

Title

For clarification of this offer, contact:

Shane LeLeaud

Name

409-722-8670 409-722-8893

Phone

Fax

Shane.LeLeaud@EPHVAC.US

E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: IFB 15-012/YS Term Contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 15-012/YS, Term Contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief.

The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Item	Description	Labor Charge Per Hour
✓ 1	Mechanic during working hours (Monday–Friday, 7:30 AM to 5:00 PM)	\$ 53. ⁰⁰
✓ 2	Apprentice Mechanic accompanying a Mechanic during working hours (Monday–Friday, 7:30 AM to 5:00 PM)	\$ 35. ⁰⁰
✓ 3	Apprentice Mechanic for emergency service on weekdays and Saturdays (Monday–Friday, 5:00 PM to 7:30 AM and all day Saturday)	\$ 52.50
✓ 4	Apprentice Mechanic accompanying a mechanic on weekdays and Saturdays (Monday–Friday, 5:00 PM to 7:30 AM and all day Saturday)	\$ 48. ⁰⁰
✓ 5	Mechanic for emergency service on Sundays and Holidays	\$ 95. ⁰⁰
✓ 6	Apprentice Mechanic accompanying a mechanic for emergency service on Sundays and Holidays	\$ 70. ⁰⁰
✓ 7	Mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (Monday–Friday, 7:30 AM to 5:00 PM)	\$ 106. ⁰⁰
8	Mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (5:00 PM to 7:30 AM Monday–Friday and all day Saturday)	\$ 132.50
9	Mechanic for emergency service with disaster relief during mandatory/ voluntary county (Sundays and Holidays)	\$ 132.50
10	Apprentice Mechanic accompanying a Mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (7:30 AM to 5:00 PM, Monday–Friday and all day Saturday)	\$ 89. ⁰⁰
11	Apprentice Mechanic accompanying a mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (5:00 PM to 7:30 AM Monday through Friday and all day Saturday)	\$ 120. ⁰⁰
12	Apprentice Mechanic accompanying a Mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (Sundays and Holidays)	\$ 120. ⁰⁰
Item	Description	Percentage Off
13	Parts with cost of \$1,500.00 or less shall be furnished by Contractor's cost plus % (percent) markup	20 %
14	Equipment replacement chillers, boilers, direct expansion units, etc." for emergency replacement f.o.b job site at cost plus _____%(percent)	15 %
15	Sub-contractor percentage mark-up	8 %
16	Materials, supplies, and/or equipment furnished by contractor shall be billed at cost plus _____% markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges	15 %
17	Rental equipment furnished by contractor, with prior approval of the County, to be billed at cost plus _____% markup	8 %

COST PLUS 8%

Bidder Shall Return Completed Form with Offer.

Vendor References

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.

REFERENCE ONE

Government/Company Name: Jefferson County Narcotics Division
 Address: MA 1149 Pearl St, 7th Floor
 Contact Person and Title: D. Aguillard @ co. Jefferson, TX, US
 Phone: 835-8593 Fax: _____
 Contract Period: October 2014 Scope of Work: install A/C units

REFERENCE TWO

Government/Company Name: Vista College - Gateway Shopping
 Address: MA 300 N. Coit Rd, Suite 1400, Center Richardson, Tx
 Contact Person and Title: Jubi Stout, facilities mgr
 Phone: 472-733-3431 x1734 Fax: _____
 Contract Period: ongoing Scope of Work: change evaporator coils, clean duct system, and more.

REFERENCE THREE

Government/Company Name: Chevron Pipeline Company
 Address: MA 4800 Fournace Place
 Contact Person and Title: Regina Bobb
 Phone: 432-687-7567 Fax: _____
 Contract Period: ongoing Scope of Work: A/C installation & service, preventive maintenance monthly, on several facilities.

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

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

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

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

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

EP-HVAC US, Inc.
Bidder (Entity Name)

Shane LeSeard
Signature

2100 Wellspring Dr.
Street & Mailing Address

Shane LeSeard
Print Name

Beaumont, TX 77705
City, State & Zip

6-16-2015
Date Signed

(409) 722-8670
Telephone Number

(409) 722-8893
Fax Number

Jerry.Johnson@ep HVAC.us
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity	
<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 7th 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>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p> <p style="font-size: 1.2em; margin-left: 40px;"><i>Shane Leleaux - EP-HVAC US, Inc.</i></p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em; margin-left: 40px;">(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 7th 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 style="font-size: 1.2em; margin-left: 40px;"><i>Business only</i></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> <p style="font-size: 1.2em; margin-left: 40px;"><i>Shane Leleaux provided a valid business quote for the installation of several a/c units in the narcotics division. No money or gifts exchanged hands.</i></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.

none

7.

Shane LeLew

6-16-2015

Signature of person doing business with the governmental entity

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

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.

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 ED-HVAC, US [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.):	26-3847194
Company Name submitting bid/proposal:	ED-HVAC US, Inc.
Mailing address:	2100 Wellspring DR Beaumont, Tx 77705
If you are an individual, list the names and addresses of any partnership of which you are a general partner: Kevin Downs 7 Peruz Ct, HALIFAX, Canada Shane Leleaux 265 Jennie W', Bridge City, Tx 77611 Jeff Lee 5835 Baird, Groves, Tx 77619	

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.

Bid Affidavit

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

STATE OF TEXAS COUNTY OF Jefferson

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

on this day personally appeared Shane LeLeard, who
(name)

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

"I, Shane LeLeard am a duly authorized officer of/agent
(name)
for EP HVAC US, Inc. and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said EP HVAC US, Inc.
(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: Jerry Johnson

2100 WellSpring Dr Beaumont, Tx, 77705

Fax: (409) 722-8893 Telephone# (409) 722-8670

by: Shane LeLeard Title: Commercial & Industrial Sales
(print name)

Signature: Shane LeLeard

SUBSCRIBED AND SWORN to before me by the above-named

SHANE LELEARD on

this the 16 day of JUNE, 2015.

Jennifer B Gay
Notary Public in and for
the State of TX

Bidder Shall Return Completed Form with Offer.



EP HVAC US Inc,
2100 WellSpring Dr,
Baumont, TX, 77705

Jefferson County Purchasing Dept.
1001 Pearl Street, 3rd Floor
Baumont, TX, 77701

Bid No: IFB 15-012/Y5
Term Contract for HVAC Capital Equipment, Services
and Supplies for Jefferson County Districts Relie

2015 JUN 15 09:15



ORIGINAL COPY

4445 Westpark Drive
Beaumont, TX 77705
Phone 409-842-3737
Fax 409-842-3738

Contact:
Corey Rigby
Phone 409-937-0331
Fax 409-842-3738
crigby@ic-mechanical.com

BID NAME: TERM CONTRACT FOR HVAC CAPITAL EQUIPMENT, SERVICES, AND
SUPPLIES FOR JEFFERSON COUNTY DISASTER RELIEF

BID NO: IFB 15-012/YS

DUE DATE/TIME: 11:00 AM CST, JUNE 16, 2015

MAIL OR DELIVER TO: JEFFERSON COUNTY PURCHASING DEPARTMENT
1001 PEARL STREET, 3RD FLOOR
BEAUMONT, TX 77701



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE

Advertisement for Invitation for Bids

May 18, 2015

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 15-012/YS, Term Contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. 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: Term Contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief
BID NO: IFB 15-012/YS
DUE DATE/TIME: 11:00 AM CST, June 16, 2015
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1001 Pearl Street, 3rd Floor
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, 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 – May 20, 2015 and May 27, 2015

IFB 15-012/YS
Term Contract for HVAC Capital Equipment, Services,
and Supplies for Jefferson County Disaster Relief
Bids due: 11:00 AM CST, June 16, 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

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, 3rd 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

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 and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

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

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.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer (e-mail: ysauer@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 15-012/YS.

SCOPE

The intention of this Jefferson County Invitation for Bid (IFB) is to solicit bids for a term contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief for an initial contract period of one (1) year, with an option to renew for up to four (4) additional years.

1. General
 - a. Furnish all labor, materials and equipment to correct, improve, replace or repair all HVAC Systems as required and upon proper authorization by a representative of Jefferson County.
 - b. Emergency service to be available on a twenty-four (24) hours, seven-day-a-week basis and provided within two (2) hours after notification by authorized Jefferson County Personnel.
2. Contractor Will
 - a. Furnish all labor, material and/or equipment necessary to inspect, install replacement parts and service the subject equipment as requested by County.
 - b. Provide emergency service as requested and required by County.
 - c. Provide County equal or preferential service over all other types of service normally undertaken by contractor.
 - d. Assist in shutting down of equipment after cooling season, draining of water lines, pump, condenser and/or tower to prevent freezing; if requested by County.
 - e. Provide inspection service as requested and provide County with a completed copy of the inspection report indicating what repairs, if any, are necessary resulting from each inspection.
3. Jefferson County Will
 - a. Notify contractor when repairs, replacements, service or inspections are required by County.
4. Detail
 - a. This agreement shall include calls made during normal working hours, between 7:30 AM and 4:30 PM, Monday through Friday, weekends and holidays excepted. (The hourly rate as stated in the bid should include travel to and from the job.)
 - b. Emergency services (including disaster relief during mandatory/voluntary county evacuation) will be available at other times at additional overtime cost to be stated by bidder in his proposal.
 - c. During fulfillment of this agreement, contractor shall take all reasonable precautions to avoid injury to persons and damage to property.
 - d. Contractor shall not be responsible for system design or its performance in maintaining design conditions except through failure of equipment covered herein. It is understood that his proposal sets forth the entire agreement. Major units (value

over \$500) falling under the scope of this paragraph must be approved by owner's representative. It is the desire of owner to replace units with original equipment brands. A unit by any other manufacturer is subject to owner's approval.

- e. County reserves the right to request copy of invoices from supplier to contractor including freight charges in order for owner to verify costs.
- f. Replacement of parts that have an individual cost exceeding \$2500 shall be under the jurisdiction of Jefferson County and will be subject to bid with purchase of what is considered best for the County.
 - It is understood and agreed that all replaced parts and equipment become the contractor's property and will be removed from owner's premises and that all replacement parts and units become the owner's property.

NOTE: The following is to become a part of the provisions of the bid. The qualifications of the mechanics must be such as to satisfy the Director of Facilities of Jefferson County. Contractor will be expected to have immediately available mechanics skilled in the herein named types of heating, ventilating, and air conditioning work, including mechanics skilled in centrifugal equipment repair.

- I. Boiler Repairs**
 - a. Flu Gas Analysis
 - b. Tube Rolling
 - c. Refracting
 - d. insulating (internal)
- II. Pneumatic and Electronic Controls**
- III. Pipe Repair, Fabricating, Welding Fitting, Victaulic, and Mechanical Joints.**
- IV. Air and Water Flow Balancing**
- V. Tools and Mechanic Skilled in Vibration Analysis, i.e., Tower Gear Boxes, Fan and Bearings, etc.**

The final decisions as to their qualifications will rest on their ability to perform the necessary work in an efficient manner.

If more than one (1) mechanic is assigned to a job, unless Jefferson County is notified to the contrary, the second mechanic is assumed to be an apprentice and charges are to be at apprentice price.

As no single bidder can service all the needs of Jefferson County, the County has the option to make a multiple vendor award. Jefferson County shall reserve the right to seek competitive quotations from the awarded contract to determine the best price for each project.

Bidders must be able to provide local response time. Bidders are required to provide Jefferson County with a Texas State License.

Bidders should have a distributorship and/or accessibility to parts on short notice.

The word "holidays" is defined as those days, which are designated as holidays by Jefferson County for their employees.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

ICM
Company Name

For clarification of this offer, contact:

4445 Westpark Drive
Address

Corey Rigby
Name

Beaumont TX 77705
City State Zip

409-937-0331 409-937-0331
Phone Fax

Corey Rigby
Signature of Person Authorized to Sign

crigby@ic-mechanical.com
E-mail

Corey Rigby
Printed Name

Service Sales Rep
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: IFB 15-012/YS Term Contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 15-012/YS, Term Contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief.

The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Item	Description	Labor Charge Per Hour
1	Mechanic during working hours (Monday–Friday, 7:30 AM to 5:00 PM)	\$ 78. ⁰⁰
2	Apprentice Mechanic accompanying a Mechanic during working hours (Monday–Friday, 7:30 AM to 5:00 PM)	\$ 65. ⁰⁰
3	Apprentice Mechanic for emergency service on weekdays and Saturdays (Monday–Friday, 5:00 PM to 7:30 AM and all day Saturday)	\$ 84. ⁵⁰
4	Apprentice Mechanic accompanying a mechanic on weekdays and Saturdays (Monday–Friday, 5:00 PM to 7:30 AM and all day Saturday)	\$ 84. ⁵⁰
5	Mechanic for emergency service on Sundays and Holidays	\$ 127. ⁵⁰
6	Apprentice Mechanic accompanying a mechanic for emergency service on Sundays and Holidays	\$ 110. ⁵⁰
7	Mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (Monday–Friday, 7:30 AM to 5:00 PM)	\$ 127. ⁵⁰
8	Mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (5:00 PM to 7:30 AM Monday–Friday and all day Saturday)	\$ 127. ⁵⁰
9	Mechanic for emergency service with disaster relief during mandatory/ voluntary county (Sundays and Holidays)	\$ 127. ⁵⁰
10	Apprentice Mechanic accompanying a Mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (7:30 AM to 5:00 PM, Monday–Friday and all day Saturday)	\$ 110. ⁵⁰
11	Apprentice Mechanic accompanying a mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (5:00 PM to 7:30 AM Monday through Friday and all day Saturday)	\$ 110. ⁵⁰
12	Apprentice Mechanic accompanying a Mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (Sundays and Holidays)	\$ 110. ⁵⁰
Item	Description	Percentage Off
13	Parts with cost of \$1,500.00 or less shall be furnished by Contractor's cost plus % (percent) markup	40 %
14	Equipment replacement chillers, boilers, direct expansion units, etc." for emergency replacement f.o.b job site at cost plus _____%(percent)	20 %
15	Sub-contractor percentage mark-up	15 %
16	Materials, supplies, and/or equipment furnished by contractor shall be billed at cost plus _____% markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges	40 %
17	Rental equipment furnished by contractor, with prior approval of the County, to be billed at cost plus _____% markup	15 %

Bidder Shall Return Completed Form with Offer.



Clarifications

1. ICM requires a 48 hour notice of a potential evacuation in order to make arrangements for our mechanics to prepare their families prior to the evacuation.
2. Once ICM is notified of the mandatory evacuation, and we are officially required to have a mechanic and apprentice on standby status, the labor charges would begin at the appropriate rates listed in the bid form. This is required to compensate the mechanic and apprentice for remaining behind in a potential dangerous environment. These charges would remain in effect until the mandatory evacuation is lifted, and would then return to an as needed basis based on the appropriate rates listed on the bid form.

Vendor References

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.

REFERENCE ONE

Government/Company Name: Lamar University
 Address: _____
 Contact Person and Title: Tom Griffin - Operations Manager
 Phone: 409-790-0911 Fax: _____
 Contract Period: 5 yrs Scope of Work: HVAC - Chillers - Boilers

REFERENCE TWO

Government/Company Name: L'Auberge du Lake Casino Hotel
 Address: 777 Ave L'Auberge, Lake Charles, LA 70601
 Contact Person and Title: RC Morgan - Operations Manager
 Phone: 337-395-7777 Fax: _____
 Contract Period: 5 yrs Scope of Work: HVAC - Chillers - Boilers

REFERENCE THREE

Government/Company Name: Jefferson County Correctional Facility
 Address: 5030 Hwy 69 S Beaumont, TX 77705
 Contact Person and Title: Trent Mattison - Director of Maintenance
 Phone: 409-656-1544 Fax: _____
 Contract Period: 5 yrs Scope of Work: HVAC - Chillers - Boilers

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

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

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

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

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

Industrial + Commercial Mechanical

Bidder (Entity Name)

Corey Rigby

Signature

PO Box 22496

Street & Mailing Address

Corey Rigby

Print Name

Beaumont TX 77720

City, State & Zip

6-15-15

Date Signed

409-842-3737

Telephone Number

409-842-3738

Fax Number

crigby@ic-mechanical.com

E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity	
<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 7th 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>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p> <p style="text-align: center; font-size: 1.5em;">N/A</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: 0.8em;">(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 7th 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 style="text-align: center; font-size: 1.5em;">N/A</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> <p style="text-align: center; font-size: 1.5em;">N/A</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.

N/A

7.

N/A

Signature of person doing business with the governmental entity

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

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.

Corey Rigby
Printed Name of Authorized Representative

Corey Rigby
Signature

Service Sales Rep
Title

6-15-15
Date

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.

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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): Corey Rigby

Title: Service Sales Rep

Signature: *Corey Rigby*

Date: 6-15-15

E-mail address: crigby@ic-mechanical.com

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

Name (print or type): Mary Wilson

Title: AP Manager

Date: 6-15-15

E-mail address: mwilson@ic-mechanical.com

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 ICM [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.):	45-4656598
Company Name submitting bid/proposal:	ICM
Mailing address:	PO Box 22496 Beaumont, TX 77720
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**
700000-000-297920-0000	4445 Westpark Beaumont TX 77705

* 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.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Corey Rigby, who
(name)

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

"I, Corey Rigby am a duly authorized officer of/agent
(name)
for Industrial & Commercial Mechanical and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Industrial & Commercial Mechanical, LLC.
(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."

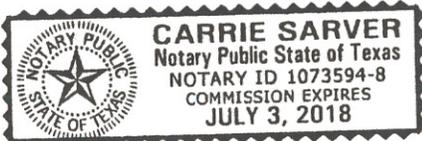
Name and address of bidder: Industrial & Commercial Mechanical, LLC
4445 Westpark Ave., BEAUMONT, Texas 77705

Fax: (409) 842-3738 Telephone# (409) 842-3737
by: Corey Rigby Title: Service Sales Rep
(print name)

Signature: Corey Rigby

SUBSCRIBED AND SWORN to before me by the above-named Corey Rigby on

this the 15th day of June, 2015.



Carrie Sarver
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

Industrial & Commercial Mechanical
P. O. Box 22496
Beaumont, Texas 77720

RECEIVED 10:44 AM JUN 16 2015

BID NAME:

Term Contract for HVAC Capital
Equipment, Services, and
Supplies for Jefferson County
Disaster Relief
IFB 15-012/YS
11:00AM CST, June 16, 2015
MAIL OR DELIVER TO: Jefferson County Purchasing
Department

BID NO:

11:00AM CST, June 16, 2015

DUE DATE/TIME:

Jefferson County Purchasing

MAIL OR DELIVER TO:

Department
1001 Pearl St, 3rd Floor
Beaumont, Texas 77701



June 12, 2015

Jefferson County Purchasing Department
1001 Pearl Street, 3rd Floor
Beaumont, Texas 77701

Attention: Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Reference: Term Contract for HVAC Capital Equipment, Services and Supplies for Jefferson County Disaster Relief IFB 15-012/YS

Dear Ms. Clark and Whom It May Concern:

Johnson Controls appreciates the opportunity and consideration to provide equipment and services to Jefferson County.

Johnson Controls will self-perform work described in the referenced invitation to bid. Johnson Controls is a global leader in delivering integrated control systems, mechanical equipment, services and solutions designed to improve the comfort, safety and energy efficiency of buildings and properties spanning over its entire lifecycle.

Johnson Controls, through its own forces, or through subcontractors, designs, manufactures, installs, services, operates and maintains mechanical and electrical systems (both those made by Johnson Controls and its competitors) that control energy use, heating, ventilating, air conditioning, lighting, and security and fire management for non-residential buildings

Supplier Diversity

Johnson Controls is dedicated to working collaboratively with historically underutilized suppliers to strengthen our supply chain and expand our business base. In 2009, we increased the number of diverse suppliers from 300 to over 420, representing more than 50 product and service categories.

Our annual spend with diverse suppliers reached \$1.65 Billion in 2008. For the sixth consecutive year, Johnson Controls was named to the Billion Dollar Roundtable as one of 16 corporations worldwide that spend more than \$1Billion annually with women-and minority-owned suppliers.



We hope you find value in partnering with Johnson Controls and sincerely appreciate the opportunity to serve the needs of Jefferson County.

Please do not hesitate to contact us should you have any questions or further needs.

Sincerely,

Johnson Controls Management Team
Beaumont, Texas Branch Office

D. W. Badgett – Branch Service Manager
John Post – Branch Customer Service Agent

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

Johnson Controls, Inc.
Company Name

For clarification of this offer, contact:

4683 College Street
Address

John Post
Name

Beaumont Texas 77707
City State Zip

409-730-2574 409-840-5258
Phone Fax


Signature of Person Authorized to Sign

409-291-6131 (Cell)
John.W.Post@JCI.COM
E-mail

Dal W. Badgett
Printed Name

Branch Service Manager
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: IFB 15-012/YS Term Contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 15-012/YS, Term Contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief.

The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Item	Description	Labor Charge Per Hour
1	Mechanic during working hours (Monday–Friday, 7:30 AM to 5:00 PM)	\$ 85.00
2	Apprentice Mechanic accompanying a Mechanic during working hours (Monday–Friday, 7:30 AM to 5:00 PM)	\$ 65.00
3	Apprentice Mechanic for emergency service on weekdays and Saturdays (Monday–Friday, 5:00 PM to 7:30 AM and all day Saturday)	\$ 97.50
4	Apprentice Mechanic accompanying a mechanic on weekdays and Saturdays (Monday–Friday, 5:00 PM to 7:30 AM and all day Saturday)	\$ 97.50
5	Mechanic for emergency service on Sundays and Holidays	\$ 170.00
6	Apprentice Mechanic accompanying a mechanic for emergency service on Sundays and Holidays	\$ 130.00
7	Mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (Monday–Friday, 7:30 AM to 5:00 PM)	\$ 85.00
8	Mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (5:00 PM to 7:30 AM Monday–Friday and all day Saturday)	\$ 127.50
9	Mechanic for emergency service with disaster relief during mandatory/ voluntary county (Sundays and Holidays)	\$ 170.00
10	Apprentice Mechanic accompanying a Mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (7:30 AM to 5:00 PM, Monday–Friday and all day Saturday)	\$ 65.00 M-F 97.50 Sat.
11	Apprentice Mechanic accompanying a mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (5:00 PM to 7:30 AM Monday through Friday and all day Saturday)	\$ 97.50
12	Apprentice Mechanic accompanying a Mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (Sundays and Holidays)	\$ 130.00
Item	Description	Percentage Off
13	Parts with cost of \$1,500.00 or less shall be furnished by Contractor's cost plus % (percent) markup	15 %
14	Equipment replacement chillers, boilers, direct expansion units, etc." for emergency replacement f.o.b job site at cost plus _____%(percent)	- 50 % MLP less 50%
15	Sub-contractor percentage mark-up	15 %
16	Materials, supplies, and/or equipment furnished by contractor shall be billed at cost plus _____% markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges	15 %
17	Rental equipment furnished by contractor, with prior approval of the County, to be billed at cost plus _____% markup	15 %

Bidder Shall Return Completed Form with Offer.

Vendor References

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.

REFERENCE ONE

Government/Company Name: City of Beaumont
 Address: City Hall, 801 Main, Suite 320, Beaumont, Texas 77701
 Contact Person and Title: Laura Clark, Chief Financial Officer
 Phone: 409-880-3789 Fax: 409-880-3132
 Contract Period: 10/2013 - 9/20120 Scope of Work: Water Meter Retrofit and Leak Detection

REFERENCE TWO

Government/Company Name: Federal Correction Complex (FCC)
 Address: 4550 Hebert Road, Beaumont, Texas 77705
 Contact Person and Title: Ricki Miller rgmiller@bop.gov
 Phone: 409-727-8187 Fax: 409-720-5000
 Contract Period: 2011-2021 Scope of Work: Energy Savings Performance Contract

REFERENCE THREE

Government/Company Name: E. I. DuPont De Nemours
 Address: 3055 FM 1006, Orange, Texas 77630
 Contact Person and Title: Perry Nelms, Site Contract Administrator
 Phone: 409-886-9441 Fax: 866-398-8661
 Contract Period: 1995-Current Scope of Work: HVAC Plant Wide Maintenance, Repair, Replace and IAQ

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

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

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

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

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

Johnson Controls, Inc.
Bidder (Entity Name)

Dal W Badgett
Signature

4683 College Street
Street & Mailing Address

DAL W BADGETT
Print Name

Beaumont, Texas 77707
City, State & Zip

June 12, 2015
Date Signed

409-730-2576
Telephone Number

409-840-5258
Fax Number

Dal. W. Badgett @ jci.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity	
<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 7th 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>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p> <p style="text-align: center; color: blue; font-family: cursive;">Not Applicable</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 7th 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.

Not Applicable

Signature of person doing business with the governmental entity

6/12/15

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

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.

DAL W BASKETT
Printed Name of Authorized Representative

Dal W Baskett
Signature

SERVICE MANAGER
Title

6-12-2015
Date

Bidder Shall Return Completed Form with Offer.

Johnson Controls self-performs all work. Johnson Controls seeks opportunities to purchase goods from HUBs.

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: p Yes p 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.

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street
City
State
Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

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

- All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: Johnson Controls Self Performs All Work

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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 Johnson Controls, Inc. [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.):	39-0380010
Company Name submitting bid/proposal:	Johnson Controls, Inc.
Mailing address:	4683 College Street, Beaumont, Texas 77707
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.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Dal W. Badgett, who
(name)

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

"I, Dal W. Badgett am a duly authorized officer of/agent
(name)
for Johnson Controls, Inc. and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Johnson Controls, Inc.
(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: Johnson Controls, Inc.
4683 College Street, Beaumont, Texas 77707

Fax: 409-840-5258 Telephone# 409-730-2247

by: Dal W. Badgett Title: Branch Service Manager
(print name)

Signature: Dal W. Badgett

SUBSCRIBED AND SWORN to before me by the above-named Dal. W. Badgett, Branch Service Manager of Johnson Controls on

this the 12th day of June, 2015.

Cynthia J. Odom
Notary Public in and for
the State of Texas



Bidder Shall Return Completed Form with Offer.

JUN 15 2015

JOHNSON
CONTROLS

RETURN SERVICE REQUESTED

Johnson Controls, Inc.
4689 College Street
Beaumont, TX 77707

Jefferson County Purchasing
Department Deborah Clark
1001 Pearl Street, 3rd Floor
Beaumont, Texas 77701

BID NAME: Term Contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief
BID NO: IFB 15-012YYS
DUE DATE/TIME: 11:00 AM CST, June 16, 2015

original

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

Nance International

Company Name

2915 Milam

Address

Beaumont TX 77701

City

State

Zip

Benson Jarrell

Signature of Person Authorized to Sign

Benson Jarrell

Printed Name

Sales Manager

Title

For clarification of this offer, contact:

Benson Jarrell

Name

409-838-6127 / 409-838-6219

Phone

Fax

b.jarrell@nanceinternational.com

E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: IFB 15-012/YS Term Contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 15-012/YS, Term Contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief.

The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.



Bid Form

Item	Description	Labor Charge Per Hour
1	Mechanic during working hours (Monday–Friday, 7:30 AM to 5:00 PM)	\$ 89. ⁰⁰
2	Apprentice Mechanic accompanying a Mechanic during working hours (Monday–Friday, 7:30 AM to 5:00 PM)	\$ 49. ⁰⁰
3	Apprentice Mechanic for emergency service on weekdays and Saturdays (Monday–Friday, 5:00 PM to 7:30 AM and all day Saturday)	\$ 69. ⁰⁰
4	Apprentice Mechanic accompanying a mechanic on weekdays and Saturdays (Monday–Friday, 5:00 PM to 7:30 AM and all day Saturday)	\$ 69. ⁰⁰
5	Mechanic for emergency service on Sundays and Holidays	\$ 124. ⁰⁰
6	Apprentice Mechanic accompanying a mechanic for emergency service on Sundays and Holidays	\$ 72. ⁰⁰
7	Mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (Monday–Friday, 7:30 AM to 5:00 PM)	\$ 124. ⁰⁰
8	Mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (5:00 PM to 7:30 AM Monday–Friday and all day Saturday)	\$ 124. ⁰⁰
9	Mechanic for emergency service with disaster relief during mandatory/ voluntary county (Sundays and Holidays)	\$ 124. ⁰⁰
10	Apprentice Mechanic accompanying a Mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (7:30 AM to 5:00 PM, Monday–Friday and all day Saturday)	\$ 72. ⁰⁰
11	Apprentice Mechanic accompanying a mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (5:00 PM to 7:30 AM Monday through Friday and all day Saturday)	\$ 72. ⁰⁰
12	Apprentice Mechanic accompanying a Mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (Sundays and Holidays)	\$ 72. ⁰⁰
Item	Description	Percentage Off
13	Parts with cost of \$1,500.00 or less shall be furnished by Contractor's cost plus % (percent) markup	25 %
14	Equipment replacement chillers, boilers, direct expansion units, etc." for emergency replacement f.o.b job site at cost plus _____%(percent)	20 %
15	Sub-contractor percentage mark-up	15 %
16	Materials, supplies, and/or equipment furnished by contractor shall be billed at cost plus _____% markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges	20 %
17	Rental equipment furnished by contractor, with prior approval of the County, to be billed at cost plus _____% markup	15 %

Bidder Shall Return Completed Form with Offer.

Vendor References

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.

REFERENCE ONE

Government/Company Name: Austin Investments
 Address: 350 Magnolia Bldg. TX. 777
 Contact Person and Title: Greg Austin
 Phone: 409-363-4648 Fax: _____
 Contract Period: 10 yrs + Scope of Work: Chiller / Air Handler

REFERENCE TWO

Government/Company Name: Ed A Wilson (Jack Proctor)
 Address: 300 Willow St. Bldg. TX. 77701 Fish Building
 Contact Person and Title: Bryan Roehan
 Phone: 712-724-0568 Fax: _____
 Contract Period: 1-yr. Scope of Work: Boiler Service

REFERENCE THREE

Government/Company Name: Partedale Mall
 Address: 6655 Eastex Freeway Suite 200 Bldg. TX. 77706
 Contact Person and Title: Mitch Jones
 Phone: 898-7224 Fax: _____
 Contract Period: 2-yr Scope of Work: Mall HVAC

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

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

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

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

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

Benson Jarrell
Bidder (Entity Name)

8915 Milan
Street & Mailing Address

Beaumont Tx. 77701
City, State & Zip

409-838-6177
Telephone Number

b-jarrell@nanceinternational.com
E-mail Address

Benson Jarrell
Signature

Benson Jarrell
Print Name

6-15-15
Date Signed

409-838-6219
Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity		<i>N/A</i>
<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 7th 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>	OFFICE USE ONLY	
<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="margin-left: 40px;">(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 7th 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

N/A

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

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.

Reason Jarron
Printed Name of Authorized Representative

Reason Jarron
Signature

Solar Morgan
Title

6-15-15
Date

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.

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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 Rance International [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.):	76 0528 225
Company Name submitting bid/proposal:	Rance International Inc.
Mailing address:	2915 Milan Bmt. 74. 77701
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	
None	

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

Jefferson County Tax Acct. No.*	Property address or location**
None.	

* 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.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Benson Jarrell, who
(name)

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

"I, Benson Jarrell am a duly authorized officer of/agent
(name)
for Nance International Inc and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Nance International, Inc.
(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: Nance International, Inc
2915 Milanu Beaumont TX 77701

Fax: 409-838-6219 Telephone# 409-838-6127
by: Benson Jarrell Title: Sales Manager
(print name)

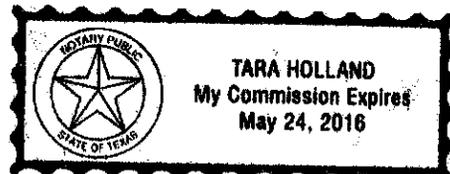
Signature: Benson Jarrell

SUBSCRIBED AND SWORN to before me by the above-named
Benson Jarrell on

this the 16 day of June, 2015.

Tara Holland
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.



Nance International

2915 Milam

Beaumont TX. 77701

Attn: Benson Jarrell

RECEIVED 10:24 AM JUN 16 2015

Bid Name:

Term Contract for
Services and Supplier for
Disaster Relief

Bid no:

IEB 15-012/YS

Due date/time

11: Am CST, June 16, 8

Jefferson County Par.

1001 Pearl St.

Beaumont TX.

COMMERCIAL LEASE

I. PARTIES

The parties to this lease are:

Lessor: Jefferson County; and

Lessee: Evolution Academy Charter School, 1101 South Sherman Street, Richardson, TX 75081.

II. LEASED PREMISES

A. Lessor leases to Lessee the following described real property, known as the "leased premises," along with all its improvements:

The real property at:

3890 FM 3514, Beaumont, TX, 77705 located in Jefferson County, which is legally described on attached Exhibit or as follows:

III. TERM

A. Term: The term of this lease is 35 years, commencing on: August 1, 2015 (Commencement Date) and ending on July 31, 2050 (Expiration Date). This lease is renewable at Lessee's option. Lessee must give notice of renewal or nonrenewal (120) one-hundred and twenty days before expiration of lease.

B. Delay of Occupancy: If Lessee is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Lessor that is not substantially complete, Lessor will not be liable to Lessee for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Lessee is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Lessee is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Lessor that is not substantially complete, Lessee may terminate this lease by giving written notice to Lessor before the leased premises become available to be occupied by Lessee and Lessor will refund to Lessee any amounts paid to Lessor by Lessee. This Paragraph does not apply to any delay in occupancy caused by cleaning or repairs.

C. Unless the parties agree otherwise, Lessee is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

D. "AS-IS CONDITION": Lessee agrees that it is accepting the property in the present condition with any and all defects. Lessee has the right to inspect the property and is not relying on any representations of Lessor concerning the property. Specifically, Lessee disclaims reliance on all representations other than those expressly set forth in the contract

CR

and disclaims any reliance on Lessor's silence as to fact relating to the property. Lessee agrees that Lessee is relying solely and completely on its own due diligence.

IV. RENT AND EXPENSES

A. Base Annual Rent: On or before the first day of each year during this lease, Lessee will pay Lessor a base monthly rent in the amount of **\$1.00**.

B. First Full Month's Rent: The first full base monthly rent is due on or before August 1, 2015.

C. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Lessee will pay Lessor as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

D. Place of Payment: Lessee will remit all amounts due Lessor under this lease to the following person at the place stated or to such other person or place as Lessor may later designate in writing:

Name: **Jefferson County Treasurer**

Address: **1001 Pearl Street, Floor 7**

Beaumont, Texas 77701

E. Method of Payment: Lessee must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Lessee fails to timely pay any amounts due under this lease or if any check of Lessee is returned to Lessor by the institution on which it was drawn, Lessor after providing written notice to Lessee may require Lessee to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Lessor from seeking other remedies under this lease for Lessee's failure to make timely payments with good funds.

F. Late Charges: If Lessor does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Lessee will pay Lessor a late charge equal to 5% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Lessor. The late charge is a cost associated with the collection of rent and Lessor's acceptance of a late charge does not waive Lessor's right to exercise remedies under Section XX.

Initiated by Lessor _____, and Lessee 

G. Returned Checks: Lessee will pay \$25.00 for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus any late charges until Lessor receives payment.

V. SECURITY DEPOSIT

A. Upon execution of this lease, Lessee will pay \$ 1 (one dollar) to Lessor as a security deposit.

B. Lessor may apply the security deposit to any amounts owed by Lessee under this lease. If Lessor applies any part of the security deposit during any time this lease is in effect to amounts owed by Lessee, Lessee must, within 10 days after receipt of notice from Lessor, restore the security deposit to the amount stated.

C. Within 60 days after Lessee surrenders the leased premises and provides Lessor written notice of Lessee's forwarding address, Lessor will refund the security deposit less any amounts applied toward amounts owed by Lessee or other charges authorized by this lease.

VI. TAXES

Unless otherwise agreed by the parties, Lessee will be exempt of all real property ad valorem taxes assessed against the leased premises.

VII. UTILITIES

A. The Lessee will pay for all utility charges to the leased premises and any connection charges for the utilities including but not limited to:

- 1) Water
- 2) Sewer
- 3) Electric
- 4) Gas
- 5) Telephone
- 6) Trash
- 7) Cable
- 8) Internet
- 9) All other utilities

B. The Lessee will pay the charges directly to the utility service provider. The Lessee may select the utility service provider, except that if Lessee selects the provider, any access or

alterations to the Property or leased premises necessary for the utilities may be made only with Lessor's prior consent, which Lessor will not unreasonably withhold.

If Lessor incurs any liability for utility or connection charges for which Lessee is responsible to pay and Lessor pays such amount, Lessee will immediately upon written notice from Lessor reimburse Lessor such amount.

C. Notice: Lessee should determine if all necessary utilities are available to the leased premises and are adequate for Lessee's intended use.

D. After-Hours HVAC Charges: "HVAC services" mean heating, ventilating, and air conditioning of the leased premises. Lessee will pay for the HVAC services under this lease.

VIII. INSURANCE

A. During all times this lease is in effect, Lessee must, at Lessee's expense, maintain in full force and effect:

(1) public liability insurance in an amount not less than \$1,000,000.00 (one million dollars 00/100) on an occurrence basis naming Lessor as an additional insured; and

(2) personal property damage insurance for Lessee's business operations and contents on the leased premises in an amount sufficient to replace such contents after a casualty loss.

B. Before the Commencement Date, Lessee must provide Lessor with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Lessee must, not later than 10 days after the renewal or change, provide Lessor a copy of an insurance certificate evidencing the renewal or change.

C. If Lessee fails to maintain the required insurance in full force and effect at all times this lease is in effect, Lessor may:

(1) purchase insurance that will provide Lessor the same coverage as the required insurance and Lessee must immediately reimburse Lessor for such expense; or

(2) exercise Lessor's remedies under Section XX.

D. Unless the parties agree otherwise, Lessor will maintain in full force and effect insurance for: Lessor will maintain coverage for the building structures only in an amount that Lessor determines reasonable and appropriate.

E. If there is an increase in Lessor's insurance premiums for the leased premises or Property or its contents that is caused by Lessee, Lessee's use of the leased premises, or any improvements made by or for Lessee, Lessee will, for each year this lease is in effect, pay Lessor the increase immediately after Lessor notifies Lessee of the increase. Any charge to Lessee under this Paragraph VIII.E will be equal to the actual amount of the increase in Lessor's insurance premium.

IX. USE AND HOURS

A. Lessee may use the leased premises for the purpose of operating a public charter school.

X. LEGAL COMPLIANCE

A. Lessee may not use or permit any part of the leased premises or the Property to be used for:

- (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
- (2) any activity that interferes with Lessor's management of the Property;
- (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, Lessor's rules or regulations, or this lease;
- (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
- (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
- (6) the permanent or temporary storage of any hazardous material.

B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.

C. Lessor does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Lessee's intended use. **Lessee must satisfy itself that the leased premises may be used as Lessee intends by independently investigating all matters related to the use of the leased premises or Property. Lessee agrees that it is not relying on any warranty or representation made by Lessor, or Lessor's agent, concerning the use of the leased premises or Property.**

XI. SIGNS

A. Lessee may erect, post or paint any signs at, on, or about the leased premises or Property without Lessor's written consent.

B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Lessor may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.

XII. ACCESS BY LESSOR

A. During Lessee's normal business hours Lessor may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective lessees or purchasers. Lessor may access the leased premises after Lessee's normal business hours if: (1) entry is made with Lessee's permission; or (2) entry is necessary to complete emergency repairs. Lessor will not unreasonably interfere with Lessee's business operations when accessing the leased premises.

B. During the last 60 days of this lease, Lessor may place a "For Lease" or similarly worded sign in the leased premises.

XIII. MOVE-IN CONDITION

Lessee will conduct an inspection to ensure that the leased premises are fit for Lessee's particular purpose. **Lessor and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.**

XIV. MOVE-OUT CONDITION AND FORFEITURE OF LESSEE'S PERSONAL PROPERTY

Initialed by Lessor _____, and Lessee _____



A. At the time this lease ends, Lessee will surrender the leased premises in the same condition as when received, except for normal wear and tear. Lessee will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.

B. If Lessee leaves any personal property in the leased premises after Lessee surrenders possession of the leased premises, Lessor may: (1) require Lessee, at Lessee's expense, to remove the personal property by providing written notice to Lessee.

C. "Surrender" means vacating the leased premises and returning all keys and access devices to

Lessor. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.

D. By providing written notice to Lessee before this lease ends, Lessor may require Lessee, upon moveout and at Lessee's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Lessee.

XV. MAINTENANCE AND REPAIRS

A. Cleaning: Lessee must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles.

Lessee will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type.

Lessee will maintain any grease trap on the Property which Lessee uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

B. Repairs of Conditions Caused by a Party: during the lease period each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted sub lessees.

C. Repair and Maintenance Responsibility: Except as otherwise provided by this Section XV, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the

item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Lessee is responsible for the repair and maintenance of its personal property.

- 1) Foundation, exterior walls, roof, and other structural components
- 2) Glass and windows
- 3) Fire protection equipment and fire sprinkler systems
- 4) Exterior & overhead doors, including closure devices, molding,
- 5) locks, and hardware
- 6) Grounds maintenance, including landscaping and irrigation systems
- 7) Interior doors, including closure devices, frames, molding, locks,
- 8) and hardware
- 9) Parking areas and walks
- 10) Plumbing systems, drainage systems, electrical systems, and mechanical systems, except systems or items specifically designated otherwise
- 11) Ballast and lamp replacement
- 12) Heating, Ventilation and Air Conditioning (HVAC) systems
- 13) Signs and lighting:
 - a. Pylon
 - b. Facia
 - c. Monument
 - d. Door/Suite
- 14) Extermination and pest control, excluding wood-destroying insects
- 15) Fences and Gates
- 16) Storage yards and storage buildings
- 17) Wood-destroying insect treatment and repairs
- 18) Cranes and related systems
- 19) (19) All other items and systems

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Lessee maintains the HVAC system under Section XV (C) (10) and (12) Lessee is required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Lessee fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Lessor may do so

A. an act, omission, or neglect of: Lessee; Lessee's agent; Lessee's guest; Lessee's employees; Lessee's patrons; Lessee's invitees; or any other persons on the Property;

B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

XIX. INDEMNITY

Lessee agrees fully to indemnify, defend, and hold Lessor harmless from and against all claims and actions (and all expenses incidental to the investigation and defense thereof) based on or arising out of damages or injuries or death to any person or property caused by or arising out of the use, occupancy, or operations of the leased premises. Lessee shall not be liable for any injuries, death, damage, or loss to the extent that such injury, death, damage, or loss is caused by the fault or negligence of Lessor, its agents, or employees. Lessee and Lessor shall give to each other prompt and reasonable notice of any such claims or actions they receive.

XX. DEFAULT

A. If Lessor fails to comply with this lease within 30 days after Lessee notifies Lessor of Lessor's failure to comply, Lessor will be in default and Lessee may seek any remedy provided by law. If, however, Lessor's non-compliance reasonably requires more than 30 days to cure, Lessor will not be in default if the cure is commenced within the 30-day period and is diligently pursued.

B. If Lessor does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Lessee will be in default. If Lessee fails to comply with this lease for any other reason within 10 days after Lessor notifies Lessee of its failure to comply, Lessee will be in default.

C. If Lessee is in default, Lessor may: (i) terminate Lessee's right to occupy the leased premises by providing Lessee with at least 3 days written notice; and (ii) accelerate all rents which are payable during the remainder of this lease or any renewal period without notice or demand. Lessor will attempt to mitigate any damage or loss caused by Lessee's breach by using commercially reasonable means. If Lessee is in default, Lessee will be liable for:

(1) any lost rent;

(2) Lessor's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;

- (3) repairs to the leased premises for use beyond normal wear and tear;
- (4) all Lessor's costs associated with eviction of Lessee, such as attorney's fees, court costs, and prejudgment interest;
- (5) all Lessor's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
- (6) cost of removing any of Lessee's equipment or fixtures left on the leased premises or Property;
- (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Lessee or Lessee's employees, patrons, guests, or invitees in the leased premises or Property;
- (9) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property;
- (10) any other recovery to which Lessor may be entitled under this lease or under law.

XXI. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Lessee's property; and (d) "lock-out" of Lessee.

XXII. HOLDOVER

If Lessee fails to vacate the leased premises at the time this lease ends, Lessee will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Lessor.

No holding over by Lessee, with or without the consent of Lessor, will extend this lease. Lessee will indemnify Lessor and any prospective lessees for any and all damages caused by the holdover. Rent for any holdover period will be the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

XXIII. LESSOR'S LIEN AND SECURITY INTEREST

To secure Lessee's performance under this lease,

Initialed by Lessor _____, and Lessee 

Lessor:

Jefferson County

Signature: _____

On Behalf of Jefferson County: Jeff Branick

Title: County Judge

Date: _____

Lessee:

Evolution Academy Charter School

Signature: Cynthia A. Trigg

On Behalf of Evolution Academy: Cynthia A. Trigg

Title: Chief Executive Officer

Date: June 5, 2015

Lessee's Information:

Federal Tax ID No.: 76-0622470

State of Organization: Texas

Non-Profit

**CONTRACT RENEWAL FOR IFB 14-013/JW
TEMPORARY CANTEEN (MEAL CATERING)
DISASTER/EMERGENCY FOR JEFFERSON COUNTY**

The County entered into a contract with Colin's Kitchen LLC for one (1) year, from July 7, 2014 to July 6, 2015, 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 one (1) additional year from July 6, 2015 to July 5, 2016.

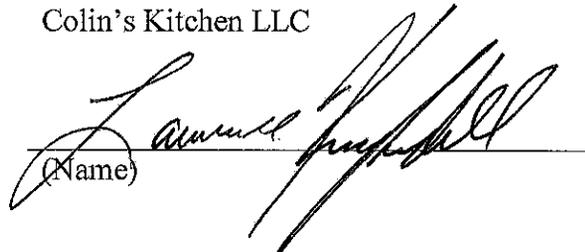
ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff Branick, County Judge

CONTRACTOR:
Colin's Kitchen LLC



(Name)



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

AMENDMENT I TO CONTRACT

June 22, 2015

Citywide ATM
10661 Rockley Road
Houston TX 77099
Attention: Mr. Tony Ali

Dear Mr. Ali:

This letter will serve as Amendment I (one) to contract (RFP 12-032/JW) Re-bid for Term Contract for Automated Teller Machines (ATM) Installation and Operation for Jefferson County.

Amendment I (one) will add the Jerry Ware Terminal at the Jack Brooks Regional Airport, 5000 Jerry Ware Drive, Beaumont TX, 77705, as a service location.

Please sign below, and return to Yea-Mei Sauer, Contract Specialist via email at: ysauer@co.jefferson.tx.us.

6-15-2015

Citywide ATM

Date

Jeff R. Branick
Jefferson County Judge

Date



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

AMENDMENT III TO CONTRACT

June 16, 2015

Member's Building Maintenance
 11363 Denton Dr., # 127
 Dallas, TX 75229
 Attention: Mr. Eddie Kang

Dear Mr. Kang:

This letter will serve as Amendment III (three) to contract IFB 13-013/JW, Term Contract for Janitorial Services for Jefferson County.

Amendment III (three) will change service times for the Subcourthouse, Annex I – Port Building, and Annex II – Public Health Department from 5:30 pm– 12:00 midnight (Monday – Friday) to 4:00 pm – 11:00pm (Monday – Friday).

There will be no additional cost associated with the change of these service times.

Service Location	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
Subcourthouse 525 Lakeshore Dr., Pt Arthur Mon-Fri, 4:00 pm–11:00 pm Floors: 2; Elevators: 2 Square feet: 15,394 To be serviced: 5 days/week	\$55.76	\$278.80	52	\$14,497.60

Service Location	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
Annex I – Port Building 900 Fourth St., Port Arthur Mon-Fri, 4:00 pm–11:00 pm Floors: 2; Elevators: 1 Square feet: 5,426 To be serviced: 5 days/week	\$19.65	\$98.25	52	\$5,109.00

Service Location	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
Annex II – Public Health Department 246 Dallas Ave., Port Arthur Mon-Fri, 4:00 pm–11:00 pm Floors: 1; Elevators: 0 Square feet: 11,350 To be serviced: 5 days/week	\$41.11	\$205.55	52	\$10,688.60

Please sign below, and return to Yea-Mei Sauer, Contract Specialist via email at: ysauer@co.jefferson.tx.us

Oliver V. King, President
 Member's Building Maintenance

6/16/15
 Date

 Jeff R. Branick
 Jefferson County Judge

 Date



Chica & Associates, Inc.

Consulting Engineers

Letter of Transmittal

To: Don Rao
Director of Engineering
1149 Pearl Street
Beaumont, TX 77701

From: Samuel Fountain, E.I.T.
Phone: 409-833-4343
Fax: 409-833-8326
File:
Subject: Change Order No. 5
Project: IFB 14-018/KJS

Date: June 17, 2015

We are sending:

- Originals
- Prints
- Plans
- Samples
- Copy of Letter
- Specifications

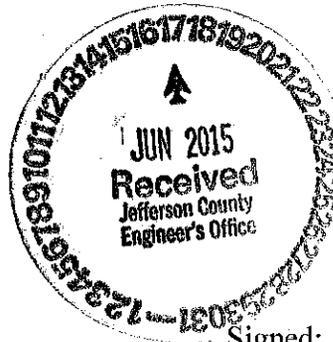
Copies	Description
1	Change Order No. 5

For Your Use

Change order for additional requirements from Entergy and trench drainage in parking lot.
Please get this on the docket for Commissioners Court ASAP.

Thanks,

Samuel Fountain, E.I.T.



cc: N:\Transmittal Letter.docx

Signed:

100-111.
100-111.
100-111.
100-111.



Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Chica & Associates, Inc. 505 Orleans St., Suite 106 Beaumont, TX 77701 Phone No.: (409) 833-4343	Owner: Jefferson County 1149 Pearl Street Beaumont, TX 77701 Phone No.: (409) 835-8584	Contractor: N&T Construction Co., Inc. P.O. Box 269, Beaumont, TX 77704 Agreement Date: 8/18/14 Phone No.: (409) 813-8592
Date: 06 / 10 / 15 Project Code No.: P01100-14 Bid Package No.: 16101-1_BID	Contract For (Project Description): For the construction of the Port Arthur Health Clinic.	GLO Contract No.: 10-5219-000-5299 Change Order No.: 04 05 SW

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
1	Add Grate for Parking Lot Drainage		\$ 871.13
2	Entergy Requirements Add Fused Disconnect on Line Side of Meter		\$ 7,491.68
3	Bad weather days April 10 th , 13 th , 14 th , 16 th , and 27 th Total of 5 working days due to bad weather.	\$ 0.00	\$ 0.00



 TITLE
 NAME

<u>Change in Contract Price</u>	<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$ 1,955,000.00	Original Contract Time: 300 days
Previous Change Order(s): No.1 to No.4 \$ 32,639.52	Net Change From Previous Change Orders: 32 days
Contract Price Prior to this Change Order: \$ 1,987,639.52	Contract Time Prior to this Change Order: 337 days
Net Increase/Decrease of this Change Order: \$ 8,362.81	Net Increase/Decrease of this Change Order: + 5 days
Contract Price With all Approved Change Orders: \$ 1,996,002.33	Contract Time With all Change Orders: 342 days
Cumulative Percent Change in Contract Price (+/-): (+)2.0973058823529%	Grantee Contract End Date: (mm/dd/yy) 12 / 31 / 15
Construction Contract Start Date: (mm/dd/yy) 9 / 15 / 14	Construction Contract End Date: (mm/dd/yy) 8 / 24 / 15

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.
*** This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:

By: *Samuel Johnston*
ENGINEER

Date: June 10, 2015

APPROVED:

By: *JOHN R. BRANNICK, County Judge*
OWNER

Date: June 22, 2015

ACCEPTED:

By: *[Signature]*
CONTRACTOR

Date: 6/17/15

ATTEST _____
DATE _____

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries?	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
If there is a change, how many beneficiaries will be affected?	Total _____		L/M _____
2. Effect of this change on scope of work:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
3. Effect on operation and maintenance costs:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No
If "No", explain:			
5. 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?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No
7. Is the TCEQ permit approval still valid? (sewer projects only)	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No
8. Are the handicapped access requirements/approval still valid? (if applicable)	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No
9. Are other Disaster Recovery contractual special condition clearance still valid?	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No
(If no, specify):			

NOTE:

- * Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).



Change Proposal No.: Thirteen (14)
 Project: Jefferson County Health Clinic
 Date: June 3, 2015

Description of Change: Per Entergy Requirements Add Fused Disconnect on Line Side of Meter

Description	Unit	Qty	Labor Unit Price	Labor Total	Material Unit Price	Material Total	Equip.	Sub	Totals
D&H Electric	Hrs	28.4	65.00	1,846.00		4,604.00	-	6,450.00	6,450.00
General Conditions									
Supervision	Days	0	250.00	-					
Cleanup Labor	Hours	0	20.00	-					
Dumpster	Each	0	600.00	-					
Subtotal									6,450.00
10% Overhead									645.00
5% Contractor's Fee									322.50
Subtotal									7,417.50
Payment & Performance Bonds									74.18
TOTAL CHANGE PROPOSAL									\$7,491.68


D & H ELECTRICAL SERVICES, INC.

635 Langham Rd. * Beaumont, Texas 77707
 Phone (409) 833-3040 * Fax (409) 833-6690
 Email: dhelectric@gt.rr.com
 TECL# 17247

June 3, 2015

Attn: Charlie
 N & T Construction, Inc.
 P.O. Box 269
 Beaumont, Texas 77704

Subject: CHANGE ORDER #6- ADD NON FUSED DISCONNECT TO SERVICE

Dear Mrs. Williams,

We propose to furnish all material, labor, and supervision necessary to satisfy the requirements of the above referenced inquiry for a base bid of **SIX THOUSAND FOUR HUNDRED FIFTY DOLLARS AND NO/100'S (\$6,450.00)** broken down as follows:

BASE BID	
Material	\$ 4,604.00
Labor	
28.4 HRS @ 65.00	\$ 1,846.00
Tax	\$CERTIFICATE
Total	\$ 6,450.00

If Texas sales taxes are not applicable, a current Texas sales tax exemption or resale certificate will be required upon acceptance of this proposal. We appreciate this opportunity to be of service and if you have any questions, please feel free to call. (409) 833-3040

Respectfully Submitted,

Duwayne Herrmann Jr.

NOTES

- 1) FURNISH AND INSTALL NON FUSED DISCONNECT ON LINE SIDE OF METER CAN WITH CONDUIT AND WIRING TO MEET NEW ENTERGY REQUIREMENTS

THIS PROPOSAL IS BASED ON THE PRICES OF COPPER, EMT, LABOR, AND OTHER ELECTRICAL MATERIALS QUOTED TO D & H ELECTRICAL SERVICES, INC. AS OF THE DATE OF THIS PROPOSAL. DUE TO RAPIDLY RISING COPPER, EMT, LABOR, AND OTHER ELECTRICAL MATERIALS PRICES, THIS PROPOSAL IS SUBJECT TO INCREASE IF ANY COPPER, EMT, LABOR, OR OTHER ELECTRICAL MATERIALS INCREASE PRIOR TO THE EXECUTION OF A WRITTEN AGREEMENT, BY THE AMOUNT OF INCREASES QUOTED BY OUR INTENDED SUPPLIERS AND/OR SUBCONTRACTORS. SUCH PRICE INCREASES SHALL BE DOCUMENTED THROUGH COMMERCIAL QUOTES, INVOICES, RECEIPTS OR OTHER SUCH DOCUMENTATION.

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy verification of the data.

In the second section, the author outlines the various methods used to collect and analyze the data. This includes both primary and secondary data collection techniques. The primary data was gathered through direct observation and interviews, while secondary data was obtained from existing reports and databases.

The third section details the statistical analysis performed on the collected data. This involves the use of descriptive statistics to summarize the data and inferential statistics to test hypotheses. The results of these analyses are presented in a clear and concise manner, highlighting the key findings of the study.

Finally, the document concludes with a summary of the findings and their implications. It discusses the limitations of the study and suggests areas for future research. The overall goal is to provide a comprehensive overview of the research process and its results.



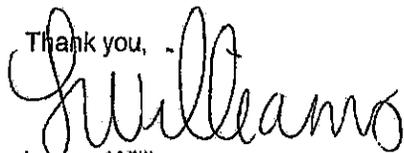
May 5, 2014

Chica & Associates
505 Orleans St.
Suite 106
Beaumont, Texas 77701

Re: Jefferson County Health Clinic
Port Arthur, Texas

The rains and mud occurring on April 10th, 13th, 14th, 16th, and 27th resulted in no work being accomplished. Total days lost this month are five (5) days. Total force majeure days to date are twenty-seven (27) days.

At your convenience please incorporate these delay days to our contract time in the next change order.

Thank you, 

Lauren Williams
Project Manager

Change Order

No. 1

Date of Issuance: 6-22-15 Effective Date: 6-22-15

Project: Road Improvements for Jefferson County (County Transportation Infrastructure Fund)	Owner: Jefferson County	Owner's Contract No.: IFB 15-008/JW
Contract:		Date of Contract: 4-27-15
Contractor: APAC-Texas, Inc.		Engineer's Project No.:

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

Description: To increase the amount of Hot Mix Asphalt by 493.67 tons at a cost of \$43,936.63 with no change in Contract Time.

This will cover the overrun of quantities for the roads in Precinct #1.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>1,027,608.37</u>	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days 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: \$ <u>1,027,608.37</u>	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: \$ <u>43,936.63</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ <u>1,071,545.00</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:
By: Stam Kithrow
Engineer (Authorized Signature)

ACCEPTED:
By: JEFF P. BRANTLEY, County Judge
Date: JUNE 22, 2015

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)

Date: 6-17-15

Date: JUNE 22, 2015

Date: 6/19/2015

Approved by Funding Agency (if applicable): _____ Date: _____

ATTEST _____
DATE _____



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

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

WHEREAS, CATHERINE "LANELL" FONTENOT, has devoted over 24 years of her life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, CATHERINE "LANELL" FONTENOT, has dedicated her talents and services in the County Treasurer's, Jefferson County Drainage District # 6, and County Auditor's Office; and

WHEREAS, through hard work and commitment to excellence, **CATHERINE "LANELL" FONTENOT** has earned the respect of her colleagues of Jefferson County; and

WHEREAS, CATHERINE "LANELL" FONTENOT unselfishly committed her talents to ensure the accounting of FEMA funds were performed in accordance with strict federal and state standards, and monthly fee office reports were completed timely and accurately; and

WHEREAS, having made a significant contribution to the County Treasurer's, Jefferson County Drainage District # 6, and County Auditor's Office, **CATHERINE "LANELL" FONTENOT** is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County and will always be missed by her friends and co-workers.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners' Court of Jefferson County does hereby honor and commend **CATHERINE "LANELL" FONTENOT** for her dedicated service as an employee of Jefferson County and wishes her well in her retirement.

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

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	117.70	408767	117.70**
ROAD & BRIDGE PCT.#1			
ENTERGY	90.05	408713	
STAR GRAPHICS SHARP	30.12	408759	120.17**
ROAD & BRIDGE PCT.#2			
STAR GRAPHICS SHARP	42.71	408759	42.71**
ROAD & BRIDGE PCT. # 3			
CITY OF PORT ARTHUR - WATER DEPT.	29.32	408694	
FARM & HOME SUPPLY	33.22	408706	
GULF COAST AUTOMOTIVE, INC.	55.08	408711	
ENTERGY	27.30	408713	
CASH ADVANCE ACCOUNT	134.13	408721	
MID-COUNTY ALTERNATOR	145.00	408735	
MUNRO'S	34.13	408739	
OFFICE DEPOT	223.36	408743	
OIL CITY TRACTORS, INC.	259.98	408744	
STAR GRAPHICS SHARP	63.56	408759	
MATHESON TRI-GAS	67.79	408768	
STRATTON INC.	110.41	408774	
HOWARD'S AUTO SUPPLY	58.82	408784	
FASTENAL	21.44	408786	
CENTERPOINT ENERGY RESOURCES CORP	28.42	408821	1,291.96**
ROAD & BRIDGE PCT.#4			
A&A EQUIPMENT	129.05	408673	
M&D SUPPLY	39.70	408729	
MUNRO'S	68.26	408739	
SMART'S TRUCK & TRAILER, INC.	137.32	408752	
TRIANGLE ENGINE DIST.	72.56	408765	
UNITED STATES POSTAL SERVICE	1.86	408800	
EVERETT D ALFRED	101.35	408813	
MARTIN PRODUCT SALES LLC	12,012.14	408827	
ON TIME TIRE	673.00	408864	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	43.96	408890	
GCR TIRES & SERVICE	2,402.92	408900	15,682.12**
ENGINEERING FUND			
STAR GRAPHICS SHARP	43.25	408759	
VERIZON WIRELESS	245.16	408795	288.41**
PARKS & RECREATION			
A&B OUTDOOR EQUIPMENT	205.59	408674	
ABLE FASTENER, INC.	66.29	408676	
LOWE'S HOME CENTERS, INC.	108.02	408809	
COUNTY HOME AND RANCH LP	83.49	408857	463.39**
GENERAL FUND			
TAX OFFICE			
OFFICE DEPOT	944.40	408743	
ACE IMAGEWEAR	21.01	408750	
STAR GRAPHICS SHARP	208.10	408759	
CORNERSTONE MEDIA	143.80	408785	
UNITED STATES POSTAL SERVICE	876.28	408800	2,193.59*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	50.00	408693	
MOORMAN & ASSOCIATES, INC.	300.00	408738	
STAR GRAPHICS SHARP	43.25	408759	
UNITED STATES POSTAL SERVICE	10.48	408800	403.73*
AUDITOR'S OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	60.94	408759	
UNITED STATES POSTAL SERVICE	10.03	408800	
COUNTY CLERK			70.97*
OFFICE DEPOT	131.82	408743	
XEROX CORPORATION	2,021.72	408777	
UNITED STATES POSTAL SERVICE	315.13	408800	
COUNTY JUDGE			2,468.67*
STAR GRAPHICS SHARP	43.25	408759	
UNITED STATES POSTAL SERVICE	3.33	408800	
FRED JACKSON	373.60	408833	
GRACE NICHOLS	1,600.00	408836	
HARVEY L WARREN III	1,600.00	408841	
RISK MANAGEMENT			3,620.18*
STAR GRAPHICS SHARP	31.78	408759	
UNITED STATES POSTAL SERVICE	1.32	408800	
COUNTY TREASURER			33.10*
CASH ADVANCE ACCOUNT	585.78	408721	
STAR GRAPHICS SHARP	43.25	408759	
UNITED STATES POSTAL SERVICE	217.91	408800	
TIM FUNCHESS	921.79	408848	
PRINTING DEPARTMENT			1,768.73*
STAR GRAPHICS SHARP	314.11	408759	
PURCHASING DEPARTMENT			314.11*
STAR GRAPHICS SHARP	43.25	408759	
UNITED STATES POSTAL SERVICE	32.36	408800	
GENERAL SERVICES			75.61*
B&L MAIL PRESORT SERVICE	1,428.04	408690	
CASH ADVANCE ACCOUNT	125.00	408721	
TIME WARNER COMMUNICATIONS	192.23	408763	
HONEYWELL INC	5,710.50	408863	
DYNAMEX INC	378.09	408888	
DATA PROCESSING			7,833.86*
STAR GRAPHICS SHARP	60.94	408759	
VOTERS REGISTRATION DEPT			60.94*
STAR GRAPHICS SHARP	30.12	408759	
UNITED STATES POSTAL SERVICE	119.57	408800	
ELECTIONS DEPARTMENT			149.69*
HART INTER CIVIC	40.04	408715	
STAR GRAPHICS SHARP	30.12	408759	
UNITED STATES POSTAL SERVICE	26.03	408800	
SIERRA SPRING WATER CO. - BT	41.36	408802	
DISTRICT ATTORNEY			137.55*
STAR GRAPHICS SHARP	261.30	408759	
UNITED STATES POSTAL SERVICE	303.91	408800	
DISTRICT CLERK			565.21*
LEGAL DIRECTORIES PUB. CO.	15.50	408726	
STAR GRAPHICS SHARP	51.52	408759	
UNITED STATES POSTAL SERVICE	276.50	408800	
FNT CONSTRUCTION SERVICES	3,971.00	408916	
CRIMINAL DISTRICT COURT			4,314.52*

NAME	AMOUNT	CHECK NO.	TOTAL
TODD W. LEBLANC	900.00	408682	
HERNANDEZ OFFICE SUPPLY, INC.	675.00	408716	
RIFE KIMLER, LAW OFFICE OF	2,000.00	408723	
STAR GRAPHICS SHARP	31.78	408759	
RENE MULHOLLAND	261.90	408770	
KEVIN S. LAINE	1,087.50	408782	
UNITED STATES POSTAL SERVICE	26.09	408800	
JAMES R. MAKIN, P.C.	5,775.00	408853	
HAI MYERS	100.00	408908	
58TH DISTRICT COURT			10,857.27*
SOUTHEAST TEXAS WATER	29.95	408753	
STAR GRAPHICS SHARP	31.78	408759	
60TH DISTRICT COURT			61.73*
STAR GRAPHICS SHARP	30.12	408759	
136TH DISTRICT COURT			30.12*
STAR GRAPHICS SHARP	30.12	408759	
UNITED STATES POSTAL SERVICE	1.25	408800	
172ND DISTRICT COURT			31.37*
STAR GRAPHICS SHARP	31.78	408759	
UNITED STATES POSTAL SERVICE	6.74	408800	
252ND DISTRICT COURT			38.52*
TODD W. LEBLANC	600.00	408682	
RIFE KIMLER, LAW OFFICE OF	600.00	408723	
UNITED STATES POSTAL SERVICE	242.50	408800	
LANGSTON ADAMS	2,600.00	408811	
279TH DISTRICT COURT			4,042.50*
DAVID GROVE	75.00	408684	
ANITA F. PROVO	75.00	408747	
UNITED STATES POSTAL SERVICE	7.49	408800	
317TH DISTRICT COURT			157.49*
STAR GRAPHICS SHARP	31.78	408759	
JUSTICE COURT-PCT 1 PL 1			31.78*
TEXAS STATE UNIVERSITY SAN MARS	150.00	408755	
STAR GRAPHICS SHARP	51.32	408759	
UNITED STATES POSTAL SERVICE	38.58	408800	
JUSTICE COURT-PCT 1 PL 2			239.90*
TEXAS STATE UNIVERSITY SAN MARS	150.00	408756	
STAR GRAPHICS SHARP	30.12	408759	
JUSTICE COURT-PCT 4			180.12*
STAR GRAPHICS SHARP	42.71	408759	
JUSTICE COURT-PCT 6			42.71*
STAR GRAPHICS SHARP	30.12	408759	
UNITED STATES POSTAL SERVICE	29.01	408800	
JUSTICE COURT-PCT 7			59.13*
TEXAS STATE UNIVERSITY SAN MARS	300.00	408754	
COUNTY COURT AT LAW NO.1			300.00*
STAR GRAPHICS SHARP	30.12	408759	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	.49	408800	
SIERRA SPRING WATER CO. - BT	36.17	408803	
GERALD EDDINS	410.45	408878	477.23*
COUNTY COURT AT LAW NO. 2			
DAVID W BARLOW	250.00	408692	
JOHN E MACEY	250.00	408730	
UNITED STATES POSTAL SERVICE	4.71	408800	
LANGSTON ADAMS	250.00	408811	
TERRENCE ALLISON	550.00	408875	
MATUSKA LAW FIRM	250.00	408893	1,554.71*
COUNTY COURT AT LAW NO. 3			
CHARLES ROJAS	250.00	408788	
UNITED STATES POSTAL SERVICE	26.21	408800	
DANE DENNISON	250.00	408898	526.21*
COURT MASTER			
STAR GRAPHICS SHARP	42.71	408759	42.71*
MEDIATION CENTER			
STAR GRAPHICS SHARP	30.12	408759	
UNITED STATES POSTAL SERVICE	4.46	408800	
KARA HAWTHORN	155.14	408854	
JEFFERSON COUNTY BAR ASSOCIATION	700.00	408872	889.72*
COMMUNITY SUPERVISION			
OFFICE DEPOT	679.95	408743	
STAR GRAPHICS SHARP	136.39	408759	816.34*
SHERIFF'S DEPARTMENT			
ENTERGY	549.32	408713	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	780.00	408720	
MOORMAN & ASSOCIATES, INC.	1,650.00	408738	
OFFICE DEPOT	1,270.51	408743	
STAR GRAPHICS SHARP	279.27	408759	
VERIZON WIRELESS	3,153.17	408794	
UNITED STATES POSTAL SERVICE	1,227.31	408800	
CODE BLUE	3,515.00	408817	
TDATA, INC	604.95	408824	
CHIEF SUPPLY	140.74	408844	
RITA HURT	275.00	408860	13,445.27*
CRIME LABORATORY			
ACCUTOX, INC.	180.08	408675	
AGILENT TECHNOLOGIES	208.40	408686	
FISHER SCIENTIFIC	172.10	408708	
OFFICE DEPOT	52.32	408743	
SOUTHEAST TEXAS WATER	51.95	408753	
STAR GRAPHICS SHARP	42.71	408759	
AIRGAS SOUTHWEST	69.50	408832	
CAYMAN CHEMICAL COMPANY	298.00	408842	
GENERAL LABORATORY SUPPLY	95.91	408874	
SILSBEE FORD INC	31,588.44	408889	
EXCEL MEDICAL WASTE LLC	77.98	408911	32,837.39*
JAIL - NO. 2			
BOB BARKER CO., INC.	1,872.00	408691	
COASTAL WELDING SUPPLY	37.20	408697	
W.W. GRAINGER, INC.	299.99	408710	
HERNANDEZ OFFICE SUPPLY, INC.	1,349.00	408716	
M&D SUPPLY	58.44	408729	
MCNEILL INSURANCE AGENCY	71.00	408733	
MOORE SUPPLY, INC.	27.53	408737	
OFFICE DEPOT	999.96	408743	

NAME	AMOUNT	CHECK NO.	TOTAL
SANITARY SUPPLY, INC.	2,685.70	408749	
SHERWIN-WILLIAMS	277.81	408751	
STAR GRAPHICS SHARP	522.75	408759	
SUTHERLAND LUMBER CO.	712.22	408760	
WASTE MGT. GOLDEN TRIANGLE, INC.	133.89	408773	
LONE STAR UNIFORMS, INC.	39.80	408810	
CODE BLUE	550.00	408817	
INTERCONTINENTAL JET CORP	60.00	408820	
FIRETROL PROTECTION SYSTEMS, INC.	814.00	408835	
WORLD FUEL SERVICES	655.20	408839	
FIVE STAR CORRECTIONAL SERVICE	18,125.33	408845	
AL FILTER SERVICE COMPANY	737.60	408859	
INDUSTRIAL & COMMERCIAL MECHANICAL	81,568.00	408866	
MATERA PAPER COMPANY INC	2,434.55	408880	
KROPP HOLDINGS INC	709.35	408883	
KROPP HOLDINGS INC	1,270.56	408884	
			116,011.88*
JUVENILE PROBATION DEPT.			
STAR GRAPHICS SHARP	91.06	408759	
UNITED STATES POSTAL SERVICE	26.49	408800	
			117.55*
JUVENILE DETENTION HOME			
OAK FARM DAIRY	255.00	408781	
FLOWERS FOODS	115.97	408815	
EXCEL MEDICAL WASTE LLC	244.20	408911	
			615.17*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	60.71	408800	
CONSTABLE-PCT 6			60.71*
AMERICAN ASSOCIATION OF NOTARIES	23.90	408688	
STAR GRAPHICS SHARP	30.12	408759	
UNITED STATES POSTAL SERVICE	26.96	408800	
			80.98*
CONSTABLE PCT. 7			
OFFICE DEPOT	88.07	408743	
COUNTY MORGUE			88.07*
ISI COMMERCIAL REFRIGERATION	155.00	408718	
AGRICULTURE EXTENSION SVC			155.00*
KIRKSEY'S SPRINT PRINTING	21.80	408725	
STAR GRAPHICS SHARP	60.94	408759	
UNITED STATES POSTAL SERVICE	2.63	408800	
			85.37*
HEALTH AND WELFARE NO. 1			
OFFICE DEPOT	1,791.88	408743	
PHYSICIAN SALES & SERVICE, INC.	39.60	408746	
STAR GRAPHICS SHARP	60.94	408759	
AUSTIN CECIL WALKES MD PA	785.00	408771	
UNITED STATES POSTAL SERVICE	57.85	408800	
TINA CHAMPAGNE	90.85	408834	
CRYSTAL LETMAN-JENKINS	34.50	408905	
EXCEL MEDICAL WASTE LLC	1,533.70	408912	
			4,394.32*
HEALTH AND WELFARE NO. 2			
CITY OF PORT ARTHUR - WATER DEPT.	40.00	408695	
CLAYBAR FUNERAL HOME, INC.	2,902.75	408696	
LEIVINGSTON FUNERAL HOME	1,500.00	408727	
MOODY-HARRIS FUNERAL HOME	1,500.00	408736	
OFFICE DEPOT	189.66	408743	
PHYSICIAN SALES & SERVICE, INC.	282.70	408746	
STAR GRAPHICS SHARP	73.37	408759	
TIME WARNER COMMUNICATIONS	81.31	408764	

NAME	AMOUNT	CHECK NO.	TOTAL
AUSTIN CECIL WALKES MD PA	785.00	408771	
EXCEL MEDICAL WASTE LLC	81.40	408911	
NURSE PRACTITIONER			7,436.19*
STAR GRAPHICS SHARP	30.12	408759	
LESLIE LITTLE	2,442.31	408904	
CHILD WELFARE UNIT			2,472.43*
DISA, INC.	517.00	408702	
TARGET STORES DIVISION	1,793.78	408790	
BEAUMONT OCCUPATIONAL SERVICE, INC.	729.00	408806	
J.C. PENNEY'S	4,471.95	408807	
SEARS COMMERCIAL CREDIT	200.00	408808	
KEYANA HAILEY PAYEE	30.00	408812	
TYMIR WILSON PAYEE	20.00	408825	
CHUMARI WILSON PAYEE	20.00	408826	
TAYLOR SAVOY PAYEE	50.00	408829	
TYLER SAVOY PAYEE	50.00	408830	
KVONNA RICHARD PAYEE	20.00	408831	
J'LYNN HENDRIX	20.00	408837	
SIDNEY SCYPION	20.00	408840	
AIYANA DAVIS PAYEE	20.00	408843	
JAMES CONLEY	20.00	408846	
ANDREW REISNER	20.00	408849	
DIAMOND DELFIERRO PAYEE	20.00	408852	
KRISTIN SIMONS PAYEE	20.00	408855	
ANTHONY DISOMBA PAYEE	20.00	408856	
WILLIAM GILBERT	20.00	408858	
LAFRONIA BATISTE	20.00	408867	
ROBIN FRANK PAYEE	20.00	408869	
ARIANNA HALEY	20.00	408876	
QUINN DIXON PAYEE	20.00	408877	
JACOB GILBERT PAYEE	20.00	408885	
MAKAYLEE ANDERSON	20.00	408886	
ABBIE BLANDFORD	20.00	408891	
ASHANTI M MCCRAY	20.00	408894	
FATIMA ZAVALA	20.00	408895	
AAYARRII CEASAR	20.00	408896	
TRELIN FARR	20.00	408897	
KHARIELL CEASAR	15.00	408899	
SKYLAR DANIELS PAYEE	20.00	408903	
DONALD ORCHID	20.00	408906	
JERMICA AUGUST FC	20.00	408907	
AALIYAH J EMERSON	20.00	408910	
KHLOE DRODDY	20.00	408915	
MYA ARCENEUX	20.00	408917	
JAIRON HARRIS FC	15.00	408918	
KYNLI LOPEZ FC	15.00	408919	
INDIGENT MEDICAL SERVICES			8,466.73*
KINGS PHARMACY	340.36	408687	
KING'S PHARMACY BEAUMONT	32.69	408861	
CARDINAL HEALTH 110 INC	2,121.57	408882	
MAINTENANCE-BEAUMONT			2,494.62*
W.W. GRAINGER, INC.	30.76	408710	
HYDRO-CLEAN SERVICES, INC.	435.00	408717	
M&D SUPPLY	293.10	408729	
MCCOWN PAINT & SUPPLY OF TEXAS	256.99	408731	
RALPH'S INDUSTRIAL ELECTRONICS	166.44	408748	
SANITARY SUPPLY, INC.	1,064.20	408749	
ACE IMAGEWEAR	156.81	408750	
STAR GRAPHICS SHARP	30.12	408759	
WARREN EQUIPMENT CO.	42.00	408772	
WHOLESALE ELECTRIC SUPPLY CO.	311.60	408775	
WORTH HYDROCHEM	250.00	408776	
TEXAS STATE BOARD OF PLUMBING	40.00	408779	
BAKER DISTRIBUTING COMPANY	61.85	408814	
CENTERPOINT ENERGY RESOURCES CORP	165.57	408821	

NAME	AMOUNT	CHECK NO.	TOTAL
VOSS LIGHTING	409.50	408828	
FIRETROL PROTECTION SYSTEMS, INC.	2,388.00	408835	
AI FILTER SERVICE COMPANY	732.70	408859	
MAINTENANCE-PORT ARTHUR			6,834.64*
GUARDIAN FORCE	591.75	408680	
COBURN'S GROVES (5)	44.46	408698	
DRAGO HARDWARE CO.	25.61	408701	
FAST SIGNS, INC.	50.85	408707	
GOLD CREST ELECTRIC CO., INC.	145.12	408709	
HARBOR FREIGHT TOOLS	265.14	408714	
M&D SUPPLY	40.82	408729	
NOACK LOCKSMITH	4.50	408740	
STAR GRAPHICS SHARP	61.90	408759	
TIME WARNER COMMUNICATIONS	71.26	408762	
PARKER LUMBER	411.50	408847	
CARRIER ENTERPRISE LLC	363.87	408881	
MAINTENANCE-MID COUNTY			2,076.78*
STAR GRAPHICS SHARP	31.78	408759	
SERVICE CENTER			31.78*
ACTION AUTO GLASS	198.00	408683	
GULF COAST SCREW & SUPPLY	198.37	408712	
J.K. CHEVROLET CO.	852.35	408719	
KINSEL FORD, INC.	1,971.15	408724	
MEINEKE	35.00	408734	
PHILPOTT MOTORS, INC.	9.06	408745	
STAR GRAPHICS SHARP	30.12	408759	
TRI-CON, INC.	10,169.21	408766	
VIN'S PAINT & BODY, INC.	414.25	408783	
JEFFERSON CTY. TAX OFFICE	7.50	408793	
BUMPER TO BUMPER	39.04	408818	
UNIFIRST HOLDINGS INC	22.23	408838	
SPANKY'S WRECKER SERVICE INC	150.00	408865	
VETERANS SERVICE			14,096.28*
STAR GRAPHICS SHARP	74.49	408759	
UNITED STATES POSTAL SERVICE	1.86	408800	
US POSTAL SERVICE	196.00	408804	
MOSQUITO CONTROL FUND			272.35*
			256,463.53**
A&B OUTDOOR EQUIPMENT	24.99	408674	
HILO / O'REILLY AUTO PARTS	85.50	408677	
GREYHOUND PACKAGE EXPRESS	37.65	408685	
MUNRO'S	109.15	408739	
STAR GRAPHICS SHARP	30.12	408759	
PARKER LUMBER	79.89	408847	
FAMILY GROUP CONFERENCING			367.30**
STAR GRAPHICS SHARP	31.78	408759	
SECURITY FEE FUND			31.78**
OFFICE DEPOT	49.90	408743	
GRT N MENTAL HEALTH SVCS			49.90**
CORNELL CORRECTIONS OF TEXAS	4,591.41	408892	
JUVENILE TJPC-A-2014-123			4,591.41**
OFFICE DEPOT	453.96	408743	
BI INCORPORATED	1,454.44	408789	
TJJD	100.00	408862	
JUVENILE PROB & DET. FUND			2,008.40**

NAME	AMOUNT	CHECK NO.	TOTAL
HAYS COUNTY	3,255.00	408780	3,255.00**
IV-E FOSTER CARE			
VERIZON WIRELESS	59.10	408796	59.10**
279 JUVENILE DRUG COURT			
IEA - INSPIRE, ENCOURAGE, ACHIEVE	3,629.75	408797	3,629.75**
COMMUNITY SUPERVISION FND			
MARK M ASTERIS JR.	152.95	408689	
DIANNA L. COLUMBUS	161.00	408699	
CASH ADVANCE ACCOUNT	701.62	408721	
OFFICE DEPOT	396.13	408743	
UNITED STATES POSTAL SERVICE	95.83	408800	
GREGORY CLARK JR	115.58	408870	
SHALON GUIDRY	115.92	408871	
EXCEL MEDICAL WASTE LLC	531.22	408911	
TEXAS A&M UNIVERSITY - COMMERCE	200.00	408914	2,470.25**
JEFF. CO. WOMEN'S CENTER			
ECOLAB	82.95	408703	
LUBE SHOP	82.48	408728	
M&D SUPPLY	72.87	408729	
KIM MCKINNEY, LPC, LMFT	525.00	408732	
OFFICE DEPOT	314.83	408743	
SANITARY SUPPLY, INC.	93.46	408749	
STAR GRAPHICS SHARP	31.78	408759	
SYSCO FOOD SERVICES, INC.	2,818.65	408761	
WASTE MGT. GOLDEN TRIANGLE, INC.	88.28	408773	
PETTY CASH - RESTITUTION I	152.22	408778	
TEXAS FIRE & COMMUNICATIONS	199.02	408791	
TOWER COMMUNICATIONS, INC.	60.00	408798	
BEN E KEITH FOODS	2,227.36	408816	
SAM'S CLUB DIRECT	283.92	408868	
MATERA PAPER COMPANY INC	373.82	408880	
EXCEL MEDICAL WASTE LLC	81.40	408911	7,488.04**
MENTALLY IMPAIRED OFFEND.			
CHRISTAVIA WILLRIDGE	147.20	408902	147.20**
COMMUNITY CORRECTIONS PRG			
TRACY ROBINSON	82.22	408678	
STAR GRAPHICS SHARP	47.38	408759	
SILSBEE FORD INC	26,839.95	408889	
BUDGETLOCKERS.COM	737.48	408909	27,707.03**
DRUG DIVERSION PROGRAM			
STAR GRAPHICS SHARP	47.38	408759	47.38**
DEPUTY SHERIFF EDUCATION			
TEXAS ASSOC OF SCHOOL RESOURCE OFFI	150.00	408879	150.00**
HOTEL OCCUPANCY TAX FUND			
ELLIS POTTERY	228.38	408704	
BEAUMONT ENTERPRISE	276.64	408705	
GOLD CREST ELECTRIC CO., INC.	417.40	408709	
MUNRO'S	30.84	408739	
TRI-CITY COFFEE SERVICE	44.00	408767	
ULINE SHIPPING SUPPLY SPECIALI	153.56	408769	
UNITED STATES POSTAL SERVICE	38.85	408800	1,189.67**
DISTRICT CLK RECORDS MGMT			
STAR GRAPHICS SHARP	86.50	408759	86.50**
1957 ROAD BOND FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
TIM RICHARDSON	10,500.00	408887	10,500.00**
CAPITAL PROJECTS FUND			
N&T CONSTRUCTION COMPANY, INC.	438,660.42	408679	
SHEPLEY BULFINCH	14,584.65	408913	453,245.07**
AIRPORT FUND			
COOK & ASSOCIATES, INC.	2,400.00	408681	
DISCOVERY INFORMATION TECHNOLOGIES	212.50	408700	
KAY ELECTRONICS, INC.	303.50	408722	
STAR GRAPHICS SHARP	72.83	408759	
E. SULLIVAN ADVERTISING & DESIGN	57,736.47	408792	
DRAGO'S COPY & PRINT CENTER	27.06	408805	
LOWE'S HOME CENTERS, INC.	30.01	408809	
UNIFIRST HOLDINGS INC	99.17	408838	
CRAWFORD ELECTRIC SUPPLY COMPANY	276.00	408873	
EASTERN AVIATION FUELS INC	43,043.22	408901	104,200.76**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	101,027.83	408850	
GROUP ADMINISTRATIVE CONCEPTS INC	730.00	408851	101,757.83**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	3,816.18	408822	
TRISTAR RISK MANAGEMENT	9,016.98	408823	12,833.16**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	12,177.00	408644	
CLEAT	306.00	408645	
JEFFERSON CTY. TREASURER	18,670.30	408646	
RON STADTMUELLER - CHAPTER 13	1,465.00	408647	
INTERNAL REVENUE SERVICE	300.00	408648	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,120.00	408649	
JEFFERSON CTY. COMMUNITY SUP.	10,222.13	408650	
JEFFERSON CTY. TREASURER - HEALTH	430,064.28	408651	
JEFFERSON CTY. TREASURER - GENERAL	45.00	408652	
JEFFERSON CTY. TREASURER - PAYROLL	1,639,915.92	408653	
JEFFERSON CTY. TREASURER - PAYROLL	665,885.46	408654	
JEFFERSON CTY. TREASURER	110.61	408655	
MONY/MLOA	231.74	408656	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,136.58	408657	
UNITED WAY OF BEAUMONT& N JEFFERSON	54.77	408658	
JEFFERSON CTY. TREASURER - TCDRS	632,043.84	408659	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,831.65	408660	
JEFFERSON COUNTY TREASURER	2,662.17	408661	
JEFFERSON COUNTY - TREASURER -	6,047.11	408662	
NECHES FEDERAL CREDIT UNION	60,557.38	408663	
JEFFERSON COUNTY - NATIONWIDE	78,984.04	408664	
TENNESSEE CHILD SUPPORT	115.38	408665	
SBA - U S DEPARTMENT OF TREASURY	168.49	408666	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	408667	
ECMC	2.50	408668	
WILLIAM E HEITKAMP	720.72	408669	
JOHN TALTON	2,367.69	408670	
IL DEPT OF HEALTHCARD AND FAMILY SER	49.85	408671	
COLLEGE ASIST	126.53	408672	3,573,499.37**
MARINE DIVISION			
VERIZON WIRELESS	341.91	408794	
SIERRA SPRING WATER CO. - BT	76.15	408801	
TASER INTERNATIONAL	344.16	408819	762.22**
ASAP - CONSTABLE PCT 8			
CDW COMPUTER CENTERS, INC.	244.04	408787	244.04**
			4,584,791.15***



AGENDA ITEM

June 22, 2015

**Receive and file executed Water Line Easement between
Jefferson County, Texas and the City of Beaumont.**

**AGENDA ITEM****June 15, 2015**

Consider, possibly approve and authorize the County Judge to execute, a Water Line Easement between Jefferson County, Texas and City of Beaumont to convey two (2) ten foot (10') wide exclusive Water Line Easement to the City of Beaumont.

BEAUMONT

Public Works

April 1, 2015

COPY

Honorable Judge Jeff Branick
 Jefferson County, Texas
 1149 Pearl Street
 Beaumont, Texas 77701

Re: Water Line Easement – 5015 IH-10 South

Dear Judge Branick:

In reference to the above named property, a copy of the Water Line Easement is attached. A signature conveying your company's interest in the easement property to the City of Beaumont will be required.

Please have the document signed in front of a notary public and return it to this office as soon as possible. Upon its receipt, the signed document will be filed for record at the Jefferson County Courthouse. An executed copy of the easement will be sent to you for your records.

If you have any questions, please contact me at (409) 880-3725. Your cooperation is appreciated.

Sincerely,



Antoinette Hardy
 Real Property Coordinator

Enclosure

Note: 6.10.15
 Please sign & return
 document upon
 receipt.
 Thanks,
 Antoinette

Public Works ♦ Engineering

801 Main ♦ 2nd Floor
 P.O. Box 3827 ♦ Beaumont, Texas ♦ Office: (409) 880-3725 ♦ Fax: (409) 880-3732

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Joseph Majdalani, P.E., Public Works Director

MEETING DATE: April 7, 2015

REQUESTED ACTION: Council consider a resolution authorizing the acceptance of two (2) ten foot (10') wide Exclusive Water Line Easements.

BACKGROUND

Jefferson County has agreed to convey two (2) ten foot (10') wide exclusive Water Line Easements to the City of Beaumont. One easement is described as being a 1,842 square foot tract out of the Samuel Stivers League, Abstract No. 51. The second easement is described as being a 22.3 square foot tract out of the Samuel Stivers League, Abstract No. 51. The water line easements are for the construction of the new Ford Park Multi-Sports facility located at 5015 IH-10 South.

FUNDING SOURCE

Not applicable. ✓

RECOMMENDATION

Approval of resolution.



STATE OF TEXAS X
COUNTY OF JEFFERSON X

KNOW ALL MEN BY THESE PRESENTS:

WATER LINE EASEMENT

THAT, JEFFERSON COUNTY, TEXAS, of the County of Jefferson, State of Texas hereinafter called "GRANTOR", whether one or more, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00), and other good and valuable consideration to us in hand paid by the CITY OF BEAUMONT, a municipal corporation domiciled in Jefferson County, Texas, hereinafter called "GRANTEE", the receipt and sufficiency of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the CITY OF BEAUMONT, P. O. Box 3827, Beaumont, Texas 77704, Jefferson County, Texas, its successors and assigns, a Water Line Easement and the right to construct, alter, and maintain said waterlines and appurtenances on the hereinafter described lands which said easement is under, over, in and across those certain tracts or parcels of land owned by GRANTOR situated in the County of Jefferson, State of Texas, and being more particularly described in Exhibit "A", attached and made a part hereof for all purposes.

The easement herein granted shall be used for the purpose of placing, constructing, operating, repairing, rebuilding, replacing, relocating, and/or removing water lines and appurtenances, and the following rights are also hereby conveyed collectively, the "Easement Rights".

It is expressly understood and agreed that the City of Beaumont shall have the right of ingress to and egress from the tracts of land hereinbefore described and use of the same for the purposes aforesaid, and giving said City the right and privilege to improve, maintain and operate the same as permitted by law.

GRANTOR agrees not to place any structures or appurtenances within the Easement Property that will interfere with Grantee's ability to exercise the Easement Rights.

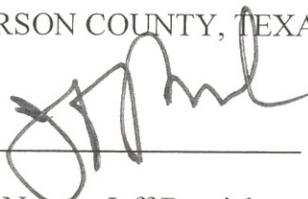
Grantee shall not be responsible for the repair and replacement of any paving or other structures within the Easement Property.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said CITY OF BEAUMONT, its successors and assigns forever.

EXECUTED this 15th day of June, 2015.

GRANTOR:

JEFFERSON COUNTY, TEXAS

By: 

Printed Name: Jeff Branick

Title: County Judge

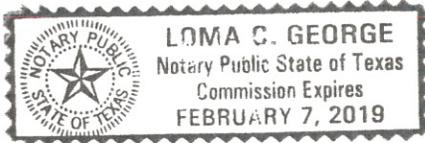
ACKNOWLEDGMENT

STATE OF TEXAS X

COUNTY OF JEFFERSON X

BEFORE ME, the undersigned authority, on this day personally appeared JEFF BRANICK as COUNTY JUDGE of JEFFERSON COUNTY, TEXAS, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of June, 2015.



Loma C. George

Notary Public, State of Texas

RETURN TO: City of Beaumont
Antoinette Hardy - Engineering
P. O. Box 3827
Beaumont, TX 77704

Ronald D. Fittz, P.E., R.P.L.S. (1948-1987)
 Terry G. Shipman, P.E., Chairman
 Billy J. Smith, Jr., President

Consulting Engineers and Land Surveyors
 Donald R. King, P.E.
 Walter J. Ksiazek, R.P.L.S.

**FIELD NOTE DESCRIPTION
 OF A 1,842.0 SQUARE FEET
 WATERLINE EASEMENT
 OUT OF THE
 SAMUEL STIVERS LEAGUE, ABSTRACT 51,
 JEFFERSON COUNTY, TEXAS
 January 15, 2015**

Being a 1,842.0 Square Feet Waterline Easement located in the Samuel Stivers League, Abstract 51, Jefferson County, Texas and being out of and a part of a called 171.163 acre tract of land conveyed to Jefferson County, Texas of record in Clerks File No. 200004838 of the Official Public Records of Jefferson County, Texas, said 1,842.0 SF being more particularly described by metes and bounds as follows:

Note: All bearings and coordinates are hereby referenced to the NAD83, Texas State Plane Coordinate System, South Central Zone #4204, having a scale factor of 0.99993406 and a convergence mapping angle of 02°21'50" at N: 13,949,090.61' and E: 3,495,136.28', called bearings taken from record deed information and may not be based on state plane.

COMMENCE at a capped iron rod stamped with "MWW" found for an exterior "ell" corner of the said 171.163 acre tract, the North corner of 2.415 acre tract surveyed this day, having state plane coordinates of N: 13,949,090.61' and E: 3,495,136.28', being also an interior corner of a the remainder of a called 9.321 acre tract of land conveyed to Patrick Henry Phelan and Michael Arthur Phelan in an instrument recorded in Film Code No. 105-13-0764 of the said Real Property Records; Property Records;

THENCE South 72°05'21" East along and with the North line of the said 2.415 acre tract, the North line of Easement "G" recorded in Clerk's File 2001043445, and the South line of said 9.321 acre tract for a distance of 371.99 feet to a capped iron rod stamped with "MWW" found at the North corner of said 2.415 acre tract;

THENCE South 39°01'21" West along and with the Southeast line of the said 2.415 acre tract for a distance of 209.83 feet to the Point of Beginning of the herein described tract;

THENCE South 50°58'39" East over and across a concrete entrance road and the most westerly East line of the herein described tract for a distance of 46.87 feet to a point for the Northeast corner;

THENCE North 38°56'00" East along the East line of the said road and the most easterly West line of the herein described tract for a distance of 122.99 feet to a point for the most northerly West corner;

THENCE South 51°04'00" East along the North line of the herein described tract for a distance of 10.00 feet to a point for the most northerly East corner;

THENCE South 38°56'00" West along the Southeast line of the herein described tract for a distance of 137.16 feet to a point for the South corner;

Fittz & Shipman, Inc.

Page 1 of 2
 Project No. 14097
 Plat & Description

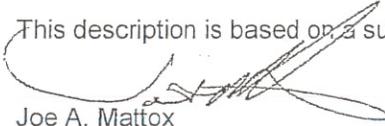
THENCE North 51°04'00" West along the most southerly line of the herein described tract for a distance of 10.00 feet to a point for the Southwest corner;

THENCE North 38°56'00" East along the most southerly East line of the herein described tract for a distance of 4.17 feet to a point for the Southwest corner;

THENCE North 50°58'39" West over and across said road and along the most easterly South line of the herein described tract for a distance of 46.88 feet to a point for the Southwest corner;

THENCE North 39°01'21" East along the most Westerly line of the herein described tract for a distance for 10.00 feet to the **POINT AND PLACE OF BEGINNING**, containing 1,842.00 square feet of land, more or less.

This description is based on a survey made by Fittz & Shipman, Inc. on December of 2014


Joe A. Mattox

Registered Professional Land Surveyor No. 5535



Fittz & Shipman, Inc.

Page 2 of 2

Project No. 14097EsmtJAM

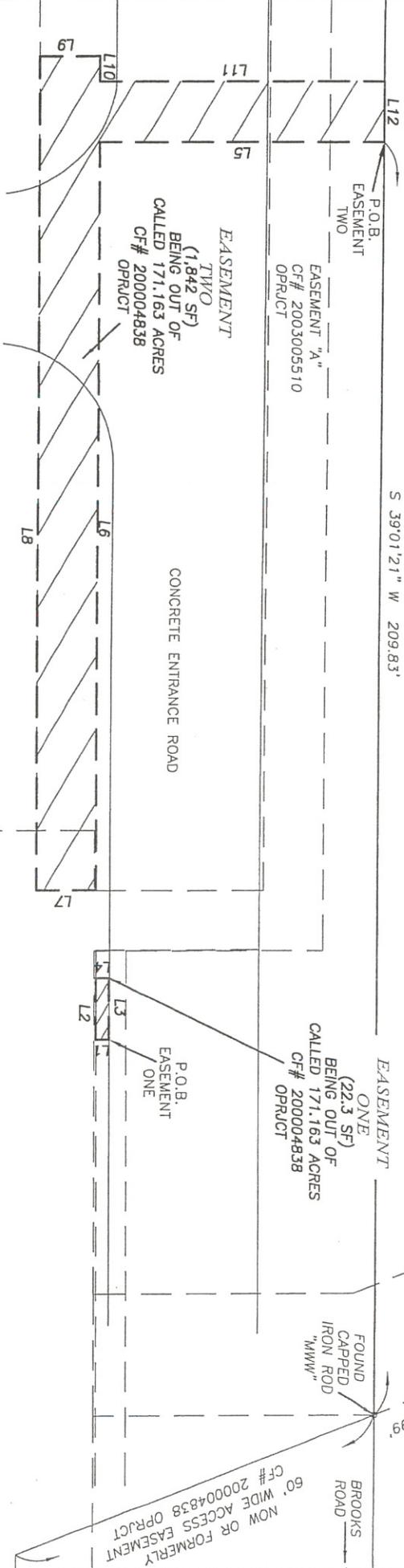
Plat & Description

- NOTES:
1. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NOT ALL EASEMENTS OR SERVITUDES, WHETHER OF RECORD OR NOT, WERE RESEARCHED OR SHOWN HEREON.
 2. ALL BEARINGS AND COORDINATES ARE HEREBY REFERENCED TO THE NAD83, TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE #4204, HAVING A SCALE FACTOR OF 0.99993406 AND A CONVERGENCE MAPPING ANGLE OF 02°21'50" AT N = 13,949,090.61' AND E = 3,495,136.28'. CALLED BEARINGS TAKEN FROM RECORD DEED INFORMATION AND ARE NOT BASED ON STATE PLANE.
 3. FIELD NOTE DESCRIPTIONS OF EVEN DATE ACCOMPANY THIS PLAT.

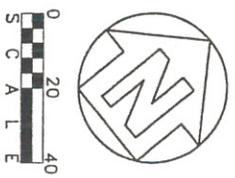
2.415 Acres
 BEING OUT OF
 CALLED 171.163 ACRES
 CF# 200004838
 OPRUCT

EASEMENT "C"
 CF# 2001043445
 OPRUCT

FOUND CAPPED
 IRON ROD "MWW"
 N = 13,949,090.61'
 E = 3,495,136.28'
 S 72°05'21" E 372.00'
 S 68°55'44" E 371.99'



Line #	Direction	Length
L1	S 51° 04' 00" E	2.23'
L2	S 38° 56' 00" W	10.00'
L3	N 38° 56' 00" E	10.00'
L4	S 51° 04' 00" E	2.23'
L5	S 50° 58' 39" E	46.87'
L6	N 38° 56' 00" E	122.89'
L7	S 51° 04' 00" E	10.00'
L8	S 38° 56' 00" W	137.16'
L9	N 51° 04' 00" W	10.00'
L10	N 38° 56' 00" E	4.17'
L11	N 50° 58' 39" W	46.98'
L12	N 38° 01' 21" E	10.00'



EASEMENT "E"
 CF# 2003005510
 OPRUCT

PLAT FOR
 TWO WATERLINE EASEMENTS
 OUT OF THE
 SAMUEL STIVERS LEAGUE
 ABSTRACT NO. 51
 Jefferson County, Texas

I, JOE A. MATTOX, HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM AN ACCURATE SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Joe A. Mattox
 Registered Professional Land Surveyor No. 5535

DATE: 12-17-2014
 FIELD BOOK NO.: --
 JOB NO.: 14097

FitzShipman INC.
 Consulting Engineers and Land Surveyors
 1405 CORNERSTONE COURT BEAUMONT, TEXAS
 (409) 832-7238 FAX (409) 832-7303

REVISION	DATE



Fittz & Shipman

INC.

Ronald D. Fittz, P.E., R.P.L.S. (1948-1987)
 Terry G. Shipman, P.E., Chairman
 Billy J. Smith, Jr., President

Consulting Engineers and Land Surveyors
 Donald R. King, P.E.
 Walter J. Ksiazek, R.P.L.S.

**FIELD NOTE DESCRIPTION
 OF A 22.3 SQUARE FEET
 WATERLINE EASEMENT
 OUT OF THE
 SAMUEL STIVERS LEAGUE, ABSTRACT 51,
 JEFFERSON COUNTY, TEXAS
 January 15, 2015**

Being a 22.3 Square Feet Waterline Easement located in the Samuel Stivers League, Abstract 51, Jefferson County, Texas and being out of and a part of a called 171.163 acre tract of land conveyed to Jefferson County, Texas of record in Clerks File No. 200004838 of the Official Public Records of Jefferson County, Texas, said 22.3 acre being more particularly described by metes and bounds as follows:

Note: All bearings and coordinates are hereby referenced to the NAD83, Texas State Plane Coordinate System, South Central Zone #4204, having a scale factor of 0.99993406 and a convergence mapping angle of 02°21'50" at N: 13,949,090.61' and E: 3,495,136.28', called bearings taken from record deed information and may not be based on state plane.

COMMENCE at a capped iron rod stamped with "MWW" found for an exterior "ell" corner of the said 171.163 acre tract, the North corner of 2.415 acre tract surveyed this day, having state plane coordinates of N: 13,949,090.61' and E: 3,495,136.28', being also an interior corner of a the remainder of a called 9.321 acre tract of land conveyed to Patrick Henry Phelan and Michael Arthur Phelan in an instrument recorded in Film Code No. 105-13-0764 of the said Real Property Records;

THENCE South 72°05'21" East along and with the North line of the said 2.415 acre tract, the North line of Easement "G" recorded in Clerk's File 2001043445, and the South line of said 9.321 acre tract for a distance of 371.99 feet to a capped iron rod stamped with "MWW" found at the North corner of said 2.415 acre tract;

THENCE South 03°31'59" West over and across the said 171.163 acre tract for a distance of 76.49 feet to the Point of Beginning of the herein described tract;

THENCE South 51°04'00" East along the northerly East line of the herein described tract for a distance of 2.23 feet to a point for the East corner;

THENCE South 38°56'00" West along the easterly South line of the herein described tract for a distance of 10.00 feet to a point for the South corner;

THENCE North 51°04'00" West along the most Southerly line of the herein described tract for a distance of 2.23 feet to a point for the West corner;

Fittz & Shipman, Inc.

Page 1 of 2
 Project No. 14097
 Plat & Description

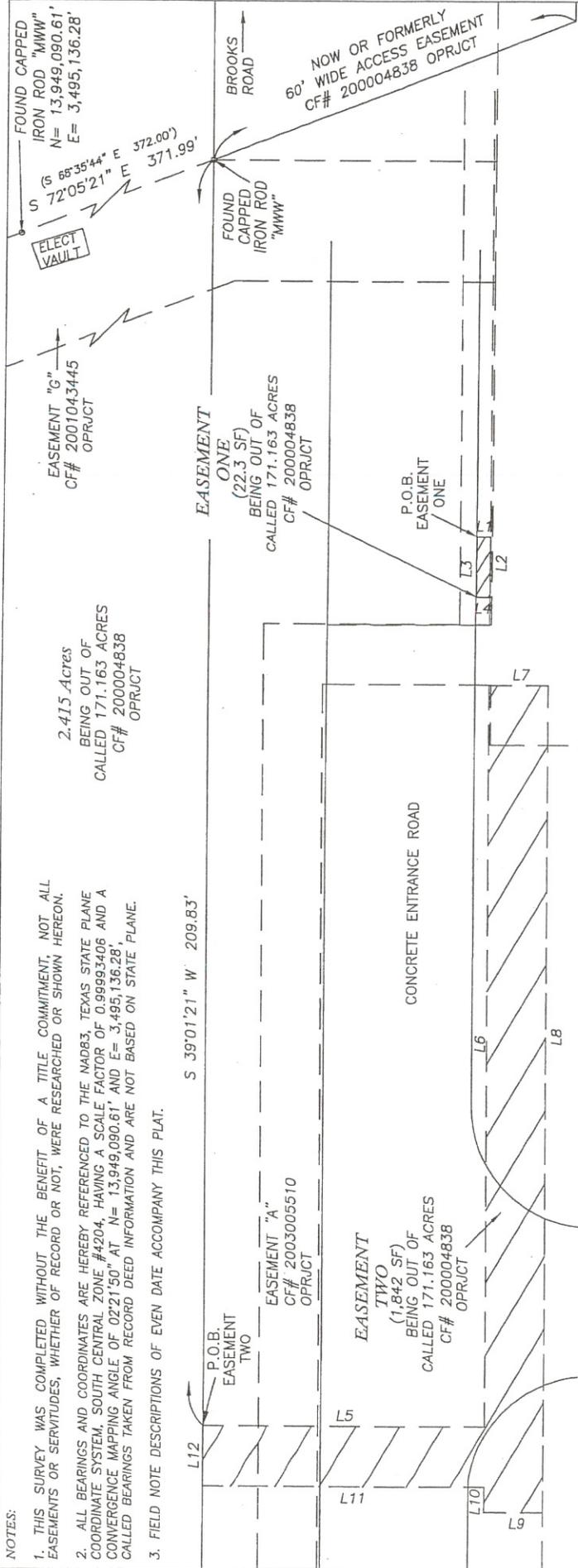
THENCE North 38°56'00" East along the northerly West line of the herein described tract for a distance or 10.00 feet to the **POINT AND PLACE OF BEGINNING**, containing 22.30 square feet of land, more or less.

This description is based on a survey made by Fitz & Shipman, Inc. on December of 2014



Joe A. Mattox
Registered Professional Land Surveyor No. 5535





NOTES:
 1. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NOT ALL EASEMENTS OR SERVITUDES, WHETHER OF RECORD OR NOT, WERE RESEARCHED OR SHOWN HEREON.
 2. ALL BEARINGS AND COORDINATES ARE HEREBY REFERENCED TO THE NAD83, TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE #4204, HAVING A SCALE FACTOR OF 0.99993406 AND A CONVERGENCE MAPPING ANGLE OF 02'21"50" AT N= 13,949,090.61' AND E= 3,495,136.28'. CALLED BEARINGS TAKEN FROM RECORD DEED INFORMATION AND ARE NOT BASED ON STATE PLANE.
 3. FIELD NOTE DESCRIPTIONS OF EVEN DATE ACCOMPANY THIS PLAT.

Line Table

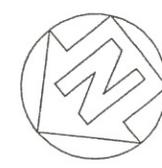
Line #	Direction	Length
L1	S 51° 04' 00" E	2.23'
L2	S 38° 56' 00" W	10.00'
L3	N 38° 56' 00" E	10.00'
L4	S 51° 04' 00" E	2.23'
L5	S 50° 58' 39" E	46.67'
L6	N 38° 56' 00" E	122.99'
L7	S 51° 04' 00" E	10.00'
L8	S 38° 56' 00" W	137.16'
L9	N 51° 04' 00" W	10.00'
L10	N 38° 56' 00" E	4.17'
L11	N 50° 58' 39" W	46.68'
L12	N 39° 01' 21" E	10.00'

PLAT FOR
 TWO WATERLINE EASEMENTS
 OUT OF THE
 SAMUEL STIVERS LEAGUE
 ABSTRACT NO. 51
 Jefferson County, Texas

I, JOE A. MATTOX, HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM AN ACTUAL SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Joe A. Mattox
 Joe A. Mattox
 Registered Professional Land Surveyor No. 5535

DATE: 12-17-2014
 FIELD BOOK NO.: ---
 JOB NO.: 14097



REVISION	DATE



Fitz & Shipman
 Consulting Engineers and Land Surveyors, INC.
 1405 CORNERSTONE COURT BEAUMONT, TEXAS
 (409)832-7238 FAX (409)832-7303

JAN 14 2015

Fittz & Shipman

INC.

Consulting Engineers and Land Surveyors

Ronald D. Fittz, P.E., R.P.L.S. (1948-1987)
 Terry G. Shipman, P.E., President
 Billy J. Smith, Jr., Chief Operating Officer
 Donald R. King, P.E.
 Walter J. Ksiazek, R.P.L.S.

January 7, 2015

Ms. Antoinette Hardy
 Real Property Coordinator
 City of Beaumont
 P. O. Box 3827
 Beaumont, Texas 77704

**RE: Proposed 10' Waterline Easement
 Extension for Ford Park Multi-Sports Facility**

FS Proj. No. 14097

Dear Ms Hardy:

Submitted for your review and use are drawings and metes & bounds descriptions for a 10' wide Exclusive Waterline Easement extending eastward from existing Utility Easement along the south side of an un-named road which runs from Brooks Road into the Ford Park Baseball Fields and RV park. Address of the proposed Ford Park Multi-Sports facility is 5015 IH-10 South.

- Easement One is to widen existing easement to allow placement of Fire Hydrant
- Easement Two is to allow construction of 8" water line and Fire Hydrant.

A CD is attached containing the easement drawing and metes & bounds description. I have also attached a printed copy of referenced Deeds and Easements

NAME, ADDRESS AND PHONE NUMBER OF PERSON(S) SUBMITTING INFORMATION FOR EASEMENT PURPOSES.

Donald R. King P.E.
 Fittz & Shipman, Inc.
 1405 Cornerstone Court
 Beaumont, Texas 77632
 (409) 832-7238

NAME OF PERSON(S), TITLE(S) SIGNING, STATE & COUNTY WHICH SIGNATURE(S) ARE TO BE ACKNOWLEDGED; COMPANY NAMES, PARTNERSHIPS, GENERAL PARTNERSHIPS, ETC.

Jeff Branick, County Judge
 Jefferson County
 1149 Pearl Street
 Beaumont, Texas 77701

NAME, ADDRESS AND PHONE NUMBER OF LANDOWNER IF DIFFERENT FROM ABOVE.

Same as above

1405 Cornerstone Court · Beaumont, Texas 77706 · (409) 832-7238 · fax (409) 832-7303
 Tx Board of Prof Engineers Firm No. 1160 • Tx Board of Prof Land Surveyors Firm No. 100186

Ms Antoinette Hardy
 December 13, 2013
 Page 2

Ford Park Multi-Sports
 Prop. 10' Exclusive Waterline Easement

ADDRESS OF PROPERTY WHERE THE EASEMENT IS TO BE LOCATED.

Adjacent to:

5015 IH-10 South (along south side of un-named road extending westward from Books Road)
 Beaumont, Texas 77701
 (10' Wide Exclusive Waterline Easement out of Samuel Stivers League, Abstract 51, Jefferson
 County, Texas)

USE OF EASEMENT REQUESTED.

Exclusive Waterline Easement

1. LEGAL DESCRIPTION OF PROPOSED EASEMENT WITH MAP OR PLAT

- MUST BE SIGNED AND SEALED BY A REGISTERED PROFESSIONAL LAND SURVEYOR [Registered in the State of Texas]
- SUBMITTED PLAT MUST FIT ON 8.5" x 11" OR 8.5" x 14" SHEET IN ORDER TO BE RECORDED AT THE COUNTY CLERK'S OFFICE
 - IF INFORMATION CANNOT FIT ON SINGLE SHEET, MATCH LINES SHOULD BE UTILIZED
- PLATS AND LEGAL DESCRIPTIONS SHOULD BE LABELED, STARTING WITH LEGAL DESCRIPTION FIRST, AS
 EXHIBIT "A" Page 1 of _____ (Number of Total Pages) and number subsequent remaining pages
- PLATS MUST INCLUDE A GENERAL LOCATION MAP

See Attached Exhibits - description for 10.00 foot wide Exclusive Waterline Easement(s)

- Metes & Bounds Description + Drawings are contained on attached Compact Disk (CD).
 - 1) 16452Easement.pdf – Drawing of a 22.3 Square Foot Utility Easement (for Fire Hydrant) and a 1842 SQ Utility Easement (for Water Line Extension with Fire Hydrant).
 - 2) 14097FND.pdf – Signed Descriptions of a 22.3 Square Foot Utility Easement (for Fire Hydrant) and a 1842 SQ Utility Easement (for Water Line Extension with Fire Hydrant).
 - 3) 16452-Easement 1.doc – Word document - Description of a 22.3 Square Foot Utility Easement (for Fire Hydrant).
 - 4) 16452-Easement 2.doc – Word document - Description of a 1842 SQ Utility Easement (for Water Line Extension with Fire Hydrant).
- 5) COPIES OF ALL DEEDS MENTIONED IN THE LEGAL DESCRIPTION - on Compact disk (CD).
 - 1) CF# 200004838.pdf – 171.163 Acre Tract - Patrick Henry Phelan and Michael Phelan Trustees to Jefferson County.
 - 2) Film Code 105-13-0764 — 9.321 Acre Tract - Patrick Henry Phelan and Michael Phelan Trustees to Patrick Henry Phelan and Michael Arthur Phelan Trustees.
 - 3) CF# 2001043445.pdf – Dedication of Non-Exclusive General Public Utility Easements
 - 4) CF# 2003005510.pdf - Dedication of Non-Exclusive General Public Utility Easements

Ms Antoinette Hardy
December 13, 2013
Page 3

Ford Park Multi-Sports
Prop. 10' Exclusive Waterline Easement

Please contact me at (409) 82-7238 for questions or comments.

FITZ & SHIPMAN, INC.

by:


Donald R. King, P.E.
For the Firm
14097TR05

Attachments

Fitz&Shipman, Inc.

RESOLUTION NO.15-065

WHEREAS, Jefferson County has agreed to convey two (2) ten foot (10') wide exclusive water line easements, said easements being a 1,842 square foot tract out of the Samuel Stivers League, Abstract No. 51 and a 22.3 square foot tract out of the Samuel Stivers League, Abstract No. 51, as described and shown in Exhibit "A," attached hereto, to the City of Beaumont for the purpose of constructing a new Ford Park Multi-Sports facility located at 5015 IH-10 South; and,

WHEREAS, the City Council has considered the purpose of said conveyances and is of the opinion that the acceptance of said conveyances are necessary and desirable and that same should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT two (2) ten foot (10') exclusive water line easements conveyed by Jefferson County, being a 1,842 square foot tract out of the Samuel Stivers League, Abstract No. 51 and a 22.3 square foot tract out of the Samuel Stivers League, Abstract No. 51, as described and shown in Exhibit "A," attached hereto, be and the same are hereby, in all things, accepted for the stated purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 7th day of April, 2015.



Becky Ames
- Mayor Becky Ames -

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Carolyn L. Guidry

Carolyn L. Guidry, County Clerk
Jefferson County, Texas

June 16, 2015 09:58:10 AM

FEE: \$0.00 BELT

2015018860



AGENDA ITEM

June 22, 2015

Receive and file audit report for Jefferson County ESD #3 for the Fiscal Year 2013-2014.

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
 BBVA COMPASS BANK BUILDING
 3535 CALDER AVENUE, SUITE 300
 BEAUMONT, TEXAS 77706
 TELEPHONE: (409) 833-9182
 TELEFAX: (409) 833-8819

Joshua C. Heinz

jheinz@benoxford.com

June 15, 2015

Via Hand Delivery

Jefferson Co. Commissioners Court
 c/o Hon. Jeff Branick, County Judge
 Jefferson County Courthouse
 1001 Pearl St.
 Beaumont, Texas 77701

Re: Jefferson Co. ESD No. 3, Audit Report for Fiscal Year 2013-2014;
 B&O File No. 86971.

Dear Judge Branick and County Commissioners,

Enclosed please find Jefferson County Emergency Services District No. 3's annual audit report for the fiscal year ended September 30, 2014, which is being submitted to the Jefferson County Commissioners' Court in accordance with Section 775.082 of the Texas Health & Safety Code.

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

By: _____

Joshua C. Heinz

JCH/jcr
 Enclosure

cc: **Via Email**
 Hon. Jeff Branick, County Judge
 Comm. Eddie Arnold, Pct. 1
 Comm. Brent Weaver, Pct. 2
 Comm. Michael Sinegal, Pct. 3
 Comm. Everett "Bo" Alfred, Pct. 4
 Mr. Fred Jackson
 Board of Commissioners, JCESD No. 3
 District Chief, JCESD No. 3

JEFFERSON COUNTY EMERGENCY
SERVICES DISTRICT NO. 3

ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2014



JEFFERSON COUNTY
EMERGENCY SERVICES
DISTRICT NO. 3

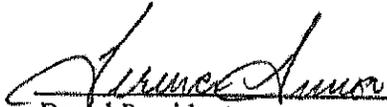
Annual Financial Report

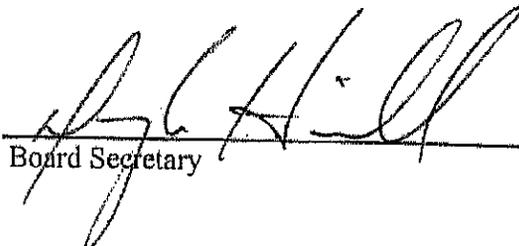
For the Year Ended September 30, 2014



JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
CERTIFICATE OF BOARD

We, the undersigned, certify that this accompanying audit report of the above named district was reviewed and approved for the year ended September 30 2014 at a meeting of the Board of Commissioners held on the 8th day of June, 2015.


Board President


Board Secretary



JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
Annual Financial Report
For The Year Ended SEPTEMBER 30, 2014

TABLE OF CONTENTS

	<u>EXHIBIT</u>	<u>PAGE</u>
INTRODUCTORY SECTION		
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INTRODUCTORY SECTION



JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

JEFFERSON COUNTY, TEXAS

FOR THE YEAR ENDED SEPTEMBER 30, 2014

Board of Commissioners

Terrence Simon	President
Brandon Rose	Vice President
Doug Harvill	Secretary
Doug Almond	Treasurer
Mike Doguet	Commissioner

Command Staff

Doug Saunders	Fire Chief
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FINANCIAL SECTION



J. R. Edwards & Associates, LLC

Certified Public Accountants

June 8, 2015

INDEPENDENT AUDITOR'S REPORT

The Board of Commissioners
Jefferson County Emergency Services District No. 3
Jefferson County, Texas

We have audited the accompanying financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No. 3, as of and for the year ended September 30, 2014, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund the Jefferson County Emergency Services District No. 3, as of September 30, 2014, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.



Board of Commissioners
Jefferson County Emergency Services District No. 3
Jefferson County, Texas
Page 2
June 8, 2015

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4 - 9 and page 24 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

J.R. Edwards & Associates, LLC

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2014

In this section of the Annual Financial Report, we, the managers of the Jefferson County Emergency Services District No. 3 (the District), discuss and analyze the District's financial performance for the fiscal year ended September 30, 2014. We encourage readers to consider the information presented here in conjunction with the independent auditors' report on page 2, and the District's Basic Financial Statements that begin on page 10.

FINANCIAL HIGHLIGHTS

- The District's total combined net position was \$1,128,200 at September 30, 2014.
- During the year, the District's expenses were \$1,549 less than the \$363,657 generated in taxes and other revenues for governmental activities.
- The general fund reported a fund balance this year of \$193,445. All is for unrestricted use by the District.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements include three components: (1) management's discussion and analysis (this section), (2) the basic financial statements, and (3) required supplementary information.

Government-Wide Financial Statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business. They include the Statement of Net Position and the Statement of Activities that provide information about the activities of the District as a whole and present a longer-term view of the District's property and debt obligations and other financial matters. They reflect the flow of total economic resources in a manner similar to the financial reports of a business enterprise.

The Statement of Net Position presents information in a format that displays assets, plus deferred outflows of resources, less liabilities, less deferred inflows of resources to equal net position. Net position is displayed in three components – net investment in capital assets, restricted, and unrestricted. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. To assess the overall health of the District, one needs to consider additional nonfinancial factors such as changes in the District's tax base.

The *Statement of Activities* presents information showing how the government's net position changed during the current fiscal year. All changes in net position are reported for all of the current year's revenues and expenses regardless of when cash is received or paid. Thus, revenue and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the District's government-wide financial statements distinguish the functions of the District as being principally supported by taxes (governmental activities) as opposed to business-type activities that are intended to recover all or a significant portion of their costs through user fees and charges.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2014

OVERVIEW OF THE FINANCIAL STATEMENTS - Continued

Fund Financial Statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objects. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related requirements. The fund financial statements provide detailed information about the District's most significant funds, *not* the District as a whole.

- Some funds are required by State law and by bond covenants.
- The Board of Commissioners may establish other funds to control and manage money for particular purposes or to show that it is properly using certain taxes and grants.

The District has the following kinds of funds:

- **Governmental Funds.** Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District's major governmental fund is the General Fund. Data for the remaining governmental funds are combined into a single, aggregated presentation.

The District adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget.

Notes to the Financial Statements. The notes provide additional information that is essential to a complete understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 16-23 of this report.

Required Supplementary Information. In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* that further explains and supports the information in the financial statements. Required supplementary information can be found on page 24 of this report.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
 MANAGEMENT'S DISCUSSION AND ANALYSIS
 SEPTEMBER 30, 2014

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Our analysis focuses on the Net Position (Table I) and Changes in Net Position (Table II) of the District's governmental activities.

The District's combined net position was \$1,128,200 at September 30, 2014. (See Table I)

Table I
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
Net Position

	September 30, 2014	September 30, 2013
Current and Other Assets	\$ 210,142	\$ 90,124
Capital Assets	1,218,476	1,176,228
Total Assets	<u>1,428,618</u>	<u>1,266,352</u>
Long-term Liabilities	237,487	109,587
Other Liabilities	62,931	30,114
Total Liabilities	<u>300,418</u>	<u>139,701</u>
Net Assets:		
Invested in Capital Assets Net of Related Debt	924,928	1,043,753
Unrestricted	203,272	82,898
Total Net Position	<u>\$ 1,128,200</u>	<u>\$ 1,126,651</u>

Approximately \$1 million of the District's net position represents investments in capital assets net of related debt. The \$203,272 of unrestricted net position represents resources available to fund the programs of the District next year.

Changes in net position. The District's total revenues were \$363,657. For the current year most of the revenues resulted from property taxes levied and miscellaneous revenues accounted for less than one percent.

In future years most of the District's revenues will be derived from property taxes.

Total Cost of all programs and services was \$362,108. The net position of the District for the current year increased \$1,549 (see Table II on page 7 of this report).

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
 MANAGEMENT'S DISCUSSION AND ANALYSIS
 SEPTEMBER 30, 2014

GOVERNMENT-WIDE FINANCIAL ANALYSIS, Continued

Key elements of the governmental activities of the District are reflected in the following table.

TABLE II
 JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
 Changes in Net Position

	September 30, 2014	September 30, 2013
Revenues:		
General Revenues:		
Maintenance and Operations Taxes	361,817	336,184
Contribution	-	1,104,000
Miscellaneous	1,840	10,724
Total Revenue	<u>363,657</u>	<u>1,450,908</u>
Expenses:		
General government	20,939	141,472
Fire and emergency services	341,169	182,785
Total Expenses Governmental Activities	<u>362,108</u>	<u>324,257</u>
Increase (Decrease) in Net Assets	1,549	1,126,651
Net Assets - October 1 (Beginning)	<u>1,126,651</u>	-
Net Assets - September 30 (Ending)	<u>\$ 1,128,200</u>	<u>\$ 1,126,651</u>

GOVERNMENTAL ACTIVITIES

- Property tax rates were set at \$.08753 per \$100 valuation for M&O. The rate for 2014-2015 is set at \$.08753 per \$100 of taxable valuation for M&O.

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

As previously noted, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

GENERAL FUND BUDGETARY HIGHLIGHTS

There were few budget amendments for the 2013-2014 year and all were approved by the Commissioners.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
 MANAGEMENT'S DISCUSSION AND ANALYSIS
 SEPTEMBER 30, 2014

CAPITAL ASSET AND LONG-TERM DEBT ACTIVITY

Capital Assets. At September 30, 2014 the District had \$1.2 million (net of depreciation) invested in capital assets, buildings, equipment and vehicles.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

**Capital Assets
 Governmental Activities**

	September 30, 2014	September 30, 2013
Buildings and Improvements	\$ 273,000	\$ 273,000
Emergency equipment and vehicles	1,110,739	986,898
Totals	<u>1,383,739</u>	<u>1,259,898</u>
Less Accumulated Depreciation:		
Buildings and Improvements	(17,866)	(8,933)
Emergency equipment and vehicles	(147,397)	(74,737)
Total Accumulated Depreciation	<u>(165,263)</u>	<u>(83,670)</u>
Net Capital Assets	<u>\$ 1,218,476</u>	<u>\$ 1,176,228</u>

Long-Term Debt. At year-end, the District had \$293,548 in notes payable and tax exempt obligations outstanding. More detailed information about the District's long-term liabilities is presented in the notes to the financial statements.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

Outstanding Debt

	September 30, 2014	September 30, 2013
Governmental activities:		
Contractual Obligations	\$ 150,000	\$ -
Note Payable	143,548	132,475
Total	<u>\$ 293,548</u>	<u>\$ 132,475</u>

ECONOMIC FACTORS AND NEW YEAR'S BUDGETS AND RATES

- Appraised value used for 2014-2015 budget preparation decreased and the tax rate remained consistent.
- The amount of taxes levied for the 2014-2015 fiscal year decreased but expenditures remain consistent so fund balance is projected to increase for the next fiscal year.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2014

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and creditors with a general overview of the District's finances as well as demonstrate accountability for funds the District receives. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the District's Fire Chief, P.O. Box 697 China, Texas 77613.

BASIC FINANCIAL STATEMENTS

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3 EXHIBIT A
 STATEMENT OF NET POSITION
 FOR THE YEAR ENDED SEPTEMBER 30, 2014

	Primary Government Governmental Activities
ASSETS	
Cash and cash equivalents	\$ 186,954
Taxes receivable - net of allowance	13,427
Prepays	9,761
Capital assets:	
Buildings, property, and equipment, net	1,218,476
Total Assets	<u>1,428,618</u>
LIABILITIES	
Accounts payable	6,870
Non-current liabilities:	
Due within one year	56,061
Due in more than one year	237,487
Total Liabilities	<u>300,418</u>
NET POSITION	
Net investment in capital assets	924,928
Unrestricted	203,272
Total Net Position	<u>\$ 1,128,200</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

EXHIBIT B

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2014

Functions / Programs	Expenses	Program Revenues		Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Primary Government Governmental Activities
Governmental activities:				
General government	\$ 20,939	\$ -	\$ -	\$ (20,939)
Fire and emergency services	341,169	-	-	(341,169)
Total governmental activities	362,108	-	-	(362,108)
Total Primary Government	\$ 362,108	\$ -	\$ -	\$ (362,108)
				Property taxes, penalties and interest 361,817
				Contributions not restricted to specific programs -
				Other miscellaneous 1,840
				Total general revenues 363,657
				Change in Net Position 1,549
				Net Position- Beginning 1,126,651
				Net Position - Ending \$ 1,128,200

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

EXHIBIT C

BALANCE SHEET - GOVERNMENTAL FUNDS

SEPTEMBER 30, 2014

	Total Governmental Funds
	<u>General Fund</u>
ASSETS:	
Cash and cash equivalents	\$ 186,954
Property taxes receivable (net of allowances for doubtful accounts)	13,427
Prepaid items	9,761
TOTAL ASSETS	<u>\$ 210,142</u>
LIABILITIES AND FUND BALANCES:	
LIABILITIES:	
Accounts payable	\$ 6,870
TOTAL LIABILITIES	<u>6,870</u>
DEFERRED INFLOWS OF RESOURCES:	
Unavailable revenue - property tax	9,827
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>9,827</u>
FUND BALANCES:	
Unassigned Fund Balance	193,445
Total fund balances	<u>193,445</u>
TOTAL LIABILITIES DEFERRED INFLOWS AND FUND BALANCE	<u>\$ 210,142</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

EXHIBIT C-1

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO
 THE STATEMENT OF NET POSITION
 SEPTEMBER 30, 2014

Governmental fund balance as reported on the balance sheet for governmental funds.	\$ 193,445
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	1,218,476
Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds.	(293,548)
Recognition of deferred revenue as revenue increases net position.	<u>9,827</u>
Total net position as reported on the Statement of Net Position for Governmental Activities.	<u>\$ 1,128,200</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

EXHIBIT D

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

	Total Governmental Funds
	<u>General Fund</u>
REVENUES	
Property taxes, penalties and interest	\$ 358,080
Other miscellaneous	6,840
Total revenue	<u>364,920</u>
EXPENDITURES:	
Current:	
General government	48,707
Fire and emergency services	199,576
Total expenditures	<u>248,283</u>
NET CHANGE IN FUND BALANCES	116,637
FUND BALANCES - BEGINNING	<u>76,808</u>
FUND BALANCES - ENDING	<u>\$ 193,445</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

EXHIBIT D-1

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
 FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
 FOR THE YEAR ENDED SEPTEMBER 30, 2014

Net change in fund balances - total governmental funds (Exhibit D)		\$	116,637
<p>Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.</p>			
	Capital Outlay	\$	188,841
	Depreciation		<u>(89,393)</u>
			99,448
<p>The net effect of various miscellaneous transactions involving disposal of capital assets is to decrease net position.</p>			
			(57,200)
<p>The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.</p>			
			(161,073)
<p>Because some revenues will not be collected for several months after the District's fiscal year end, they are not considered "available" revenue and are deferred in the governmental funds. Deferred revenues increased by this amount in the current period.</p>			
			<u>3,737</u>
Change in net position of governmental activities (Exhibit B)		\$	<u>1,549</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2014

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The financial statements of the Jefferson County Emergency Services District No. 3 (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The following represents the significant accounting policies used by the District.

A. Reporting Entity

On November 8, 2011, the voters of the District approved the formation of an emergency services district under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Health and Safety Code of the State of Texas. On November 8, 2011, the County Commissioners Court of Jefferson County, Texas approved the order to form the Jefferson County Emergency Services District No. 3. The District was formed on October 1, 2012 and operates under Board of Commissioners appointed by the Commissioners Court of Jefferson County. The District services the areas previously serviced by the City of Nome and the City of China Volunteer Fire departments. The District is exempt from federal income taxes, state sales tax and state franchise tax.

B. Government-wide Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Changes in Net Position) report information on all of the nonfiduciary activities of the primary government. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

The District currently does not have any business-type activities or component units.

The statement of activities demonstrates the degree to which the direct expenses of a given structure or segment, are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

C. Fund Financial Statements

The fund financial statements provide information about the government's funds. The emphasis of fund financial statements is on major governmental funds. At this time the District only has one fund.

The District reports the following major governmental funds:

The *general fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2014

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

D. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual, i.e., both measurable and available to finance expenditures of the fiscal period. Revenues are considered available when they are collectible within the current period or soon enough thereafter to be pay liabilities of the current period. For this purpose, the government considers revenues available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, claims and judgments, are recorded only when the payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

E. Budgetary Data

The following procedures are utilized in establishing the budgetary data reflected in the basic financial statements:

- a. The Fire Chief submits to the Commissioners a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them. The General Fund is the only Fund the District has at this time.
- b. A Public hearing is conducted, after proper official journal notification, to obtain taxpayer comments.
- c. Prior to September 30th, the budget is legally adopted.
- d. Budget appropriations lapse at year-end and are re-established in the succeeding year.
- e. Budgets for the governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2014

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

F. Cash and Investments

Cash includes amounts in demand and time deposit accounts. Investments are reported at fair value. Short-term investments, such as certificates of deposit and debt securities with a maturity date of less than one year, are reported at cost, which approximates fair value.

G. Property Taxes Receivable

Property appraisal within the District is the responsibility of the Jefferson County Appraisal District (Appraisal District). The Appraisal District is required under the Property Tax Code to appraise all property within the County on the basis of 100% of its market value.

In the governmental fund financial statements, property taxes that are measurable and available (receivable within the current period and collected within the current period or within 60 days thereafter to be used to pay liabilities of the current period) are recognized as revenue in the year of levy. Property taxes that are measurable, but not available, are recorded, net of estimated uncollectible amounts, as deferred revenues in the year of levy. Such deferred revenues are recognized as revenue in the fiscal year in which they become available.

H. Receivables

All receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible.

I. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

J. Capital Assets

Capital assets which include property, furniture, and equipment are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. When assets are retired or otherwise disposed of, the related costs or other recorded amounts are removed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	20-30
Leasehold Improvements	15-30
Furniture and Equipment	5-10
Vehicles	5-15

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
 NOTES TO FINANCIAL STATEMENTS
 SEPTEMBER 30, 2014

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

K. Long-term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight line method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as deferred charges and amortized over the term of the related debt.

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as expenditures. The accounting for proprietary funds is the same in the fund statements as it is in the government-wide statements.

L. Fund Equity

In the fund financial statements, governmental funds report classifications of fund balance based on controls placed upon the funds. In accordance with GASB Statement No. 54, fund balance classifications are recorded as follows:

Non-spendable Fund Balance – amounts that are not in spendable form or amounts that are legally and contractually required to be maintained intact.

Restricted Fund Balance – amounts constrained to a specific purpose by external parties through constitutional provisions or by enabling legislation.

Committed Fund Balance – amounts constrained to a specific purpose by the Commissioners (the highest level of authority within the District); amounts may only be appropriated by resolution of the Board of Commissioners and those amounts cannot be used for any other purpose unless the Commissioners take the same action to remove or change the constraint.

Assigned Fund Balance- the Board of Commissioners delegate authority to the District Fire Chief to assign amounts for specific purpose as appropriate.

Unassigned Fund balance – residual classification applicable to the general fund only.

The District's unassigned general fund balance will be maintained to provide the District with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The unassigned general fund balance may only be appropriated by resolution of the Commissioners.

When it is appropriate for fund balance to be assigned, the Commissioners delegate authority to the District Fire Chief.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is from the most restrictive to the least restrictive, unless otherwise approved by the Commissioners.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3**NOTES TO FINANCIAL STATEMENTS**

SEPTEMBER 30, 2014

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**M. Implementation of New Standards**

GASB Statement 63 Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position, amends the net asset reporting requirements in Statement No. 34 and other pronouncements by incorporating deferred outflows of the resources and deferred inflows of resources into the definitions of the required components of the residual measure and by renaming that measure as net position rather than net assets. This is reflected in the District's financial statements.

N. Date of Management's Review

In preparing the financial statements, the District has evaluated events and transactions for potential recognition for disclosure through June 8, 2015, the date that the financial statements were available to be issued.

NOTE 2: CASH AND INVESTMENTS

At year-end, the District's carrying amount of deposits was \$186,954 and the bank balance was \$189,312. At September 30, 2014 the bank balance was covered by federal depository insurance. Deposits are exposed to custodial risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the District's name. Of the bank balance, 250,000 was covered by federal depository insurance. The remaining bank balance was collateralized by securities held by the District's agent in name of the District.

NOTE 3: PROPERTY TAXES

Property taxes are collected by Terry Wuenschel, Jefferson County Tax Assessor Collector, and are forwarded to the District through bank transfer. The tax rate held by the District during 2014 was \$.08753 per \$100 of assessed valuation. Property tax revenues are considered available when they become due or past due and are considered receivable within the current period, including those property taxes expected to be collected during a 60 day period after the close of the District's fiscal year. Property taxes are levied on October 1 of each year, a lien is placed on the property on January 1, and the taxes become due on January 31. The taxable assessed value for the roll of December 31, 2013 was \$414,621,005. Property taxes receivable for 2014 are \$22,427 net of allowance for doubtful accounts of \$9,000.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
 NOTES TO FINANCIAL STATEMENTS
 SEPTEMBER 30, 2014

NOTE 4: CAPITAL ASSETS

Capital asset activity for the governmental activities for the year ended September 30, 2014 was as follows:

Governmental Activities	Beginning	Current Year		Ending
	Balance	Increases	Decreases	Balance
Capital assets being depreciated:				
Buildings	\$ 273,000	\$ -	\$ -	\$ 273,000
Fire equipment and vehicles	986,898	188,841	(65,000)	1,110,739
Total capital assets being depreciated:	1,259,898	188,841	(65,000)	1,383,739
Less accumulated depreciation:				
Buildings	(8,933)	(8,933)	-	(17,866)
Fire equipment and vehicles	(74,737)	(80,460)	7,800	(147,397)
Total accumulated depreciation	(83,670)	(89,393)	7,800	(165,263)
Total capital assets being depreciated, net	1,176,228	99,448	(57,200)	1,218,476
Governmental activities capital assets, net	\$ 1,176,228	\$ 99,448	\$ (57,200)	\$ 1,218,476

Depreciation expense of the governmental activities was charged to functions/programs as follows:

Public Safety	\$ 89,393
Total Depreciation Expense - Governmental Activities	\$ 89,393

NOTE 5: SHORT TERM DEBT

The Texas Health & Safety Code section 775.031 authorizes Districts to borrow money in order to perform the functions of the district and to provide emergency services. Upon formation, the District obtained an unsecured line of credit to cover expenditures prior to receipt of initial tax revenue. The District's line of credit is with Community Bank of Texas, N.A. Borrowings are permitted up to \$100,000 and interest is payable monthly at a rate of 2.15% per annum based on year of 360 days. During the year the District borrowed and repaid \$10,000 on the line so there was no outstanding balance as of September 30, 2014. The line matures September 20, 2015.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2014

NOTE 6: LONG TERM DEBT

The District entered into loan agreements for the purchase of vehicles for fire and emergency services.

Long-term debt at September 30, 2014, is summarized as follows:

Date Issued	Amount	Final Maturity	Annual Installments	% Rate	Outstanding Balance
2013	132,475	2020	\$20,000	2.15%	112,475
2014	38,841	2018	\$7,768	2.15%	31,073
					\$ 143,548

Interest on the 2013 loan shall be computed at a fixed rate of 2.15% for three years; thereafter, until maturity, at a rate per annum which is sixty-six percent (66%) of the index, but in no event to exceed the highest lawful rate. Adjustments in the varying rate in interest will be made on each anniversary date of the note beginning March 1, 2016.

The District entered into a tax exempt master lease-purchase agreement with Oshkosh Capital for the purpose of financing a pump truck. The contract is designated as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. Amounts outstanding as of September 30, 2014 are as follows:

Date of Issue	Original Issue	Final Maturity	Annual Installments	% Rate	Outstanding Balance
2014	\$ 150,000	2018	\$32,688	5.69%	\$ 150,000

Annual requirements to maturity for the loan is as follows:

Year Ending September 30,	Principal	Interest	Total
2015	56,061	7,506	63,567
2016	56,890	6,093	62,983
2017	57,743	4,123	61,866
2018	58,622	2,801	61,423
2019-2020	64,232	1,863	66,095
Total	\$ 293,548	\$ 22,386	\$ 315,934

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
 NOTES TO FINANCIAL STATEMENTS
 SEPTEMBER 30, 2014

NOTE 6: LONG TERM DEBT, Continued

Changes in long-term liabilities

Long-term liability activity for the year ended September 30, 2014, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Contractual Obligations	-	150,000	-	150,000	28,293
Loan payable	132,475	38,841	27,768	143,548	27,768
Governmental activities					
Long-Term Liabilities	\$ 132,475	\$ 188,841	\$ 27,768	\$ 293,548	\$ 56,061

NOTE 7: OTHER INFORMATION

A. Interlocal Agreement

The District entered into an agreement with the Orange County Emergency Services District No. 1 (ESD No. 1) of Orange County, Texas for the exchange of dispatch services. ESD No. 1 shall be responsible for providing necessary communication services to the District as stated in the agreement. All dispatch personnel shall be employees of ESD No. 1 and subject to all rules and regulations regarding ESD No. 1 employees. The District shall be responsible for maintaining its own radio equipment and related equipment maintenance as needed for the provision of communication services provided. The District agrees to pay the ESD No. 1 \$13,000 annually for these services. An amended agreement will be required if any additional costs are incurred.

B. Risk Management

The District continues to carry commercial insurance for the risks of loss. There were no significant reductions in commercial insurance coverage in the past fiscal year and settled claims resulting from these risks have not exceeded coverage during the year. Management believes the amount and types of coverage are adequate to protect the District from losses which could reasonably be expected to occur.

C. Contingent Liabilities

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the District expects such amounts, if any to be immaterial.

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REQUIRED SUPPLEMENTARY INFORMATION

Required supplementary information includes financial information and disclosures required by the Governmental Accounting Standards Board but not considered a part of the basic financial statements.



JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

EXHIBIT E

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
 BUDGET AND ACTUAL - GENERAL FUND
 FOR THE YEAR ENDED SEPTEMBER 30, 2014

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Property taxes, penalties and interest	\$ 346,951	\$ 353,000	\$ 358,080	\$ 5,080
Other miscellaneous	-	6,840	6,840	-
Total revenue	<u>346,951</u>	<u>359,840</u>	<u>364,920</u>	<u>5,080</u>
EXPENDITURES				
Current:				
General government	31,200	54,425	48,707	5,718
Fire and emergency services	<u>315,751</u>	<u>266,067</u>	<u>199,576</u>	<u>66,491</u>
Total expenditures	<u>346,951</u>	<u>320,492</u>	<u>248,283</u>	<u>72,209</u>
NET CHANGE IN FUND BALANCES	-	39,348	116,637	77,289
FUND BALANCES AT BEGINNING OF YEAR	<u>76,808</u>	<u>76,808</u>	<u>76,808</u>	-
FUND BALANCE AT END OF YEAR	<u>\$ 76,808</u>	<u>\$ 116,156</u>	<u>\$ 193,445</u>	<u>\$ 77,289</u>

The accompanying notes are an integral part of this financial statement.

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COMPLIANCE SECTION



J. R. Edwards & Associates, LLC

Certified Public Accountants

June 8, 2015

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Commissioners
Jefferson County Emergency Services District No. 3
Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No. 3 (District), as of and for the year ended September 30, 2014, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated June 8, 2015.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

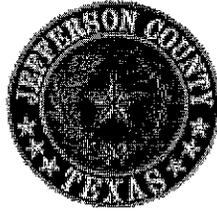
As part of obtaining reasonable assurance about whether the Jefferson County Emergency Services District No. 3 financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Board of Commissioners
Jefferson County Emergency Services District No. 3
Jefferson County, Texas
Page 2
June 8, 2015

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

J.R. Edwards & Associates, LLC

**AGENDA ITEM****June 22, 2015**

Consider, possibly approve and authorize the County Judge to execute Tax Abatement Agreements between Jefferson County, Texas and Golden Pass Products LLC for Train 2 and Train 3 of the overall expansion project at Sabine Pass, Texas pursuant to Sec. 312.401, Texas Tax Code.



STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

§

ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE REINVESTMENT ZONE

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Golden Pass Products LLC, a limited liability company authorized to do business in Texas. (hereinafter sometimes referred to as "COMPANY" OR "OWNER").

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Golden Pass Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated March 3, 2014 (hereinafter referred to as the "REINVESTMENT ZONE")

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of a new Natural Gas Liquefaction and Related Export (Train 2 of contemplated construction) facility and related improvements (hereinafter referred to as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being within the Golden Pass Reinvestment Zone, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "C." It is understood and agreed that the Reinvestment Zone boundary is subject to revision based on the final construction plan of the Project, and the County agrees to take the steps necessary to amend the Reinvestment Zone boundary upon request of the COMPANY.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING THE GOLDEN PASS REINVESTMENT ZONE, WHICH ADOPTED THE GOLDEN PASS REINVESTMENT ZONE.

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

“Base Year Value” means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. Owner will, in consultation with the Jefferson County Appraisal District, provide the County with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

“Base year”, for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

“Taxable Value” for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation is 15% of cost (“Intended Maximum”), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately claims an amount in excess of the Intended Maximum (such amount the “Exempt Property Excess”), the percentage of abatement described in the “Abatement Schedule” shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2019 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

“Completion” as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

“Final Investment Decision” means a positive final investment decision in respect of the investment and construction of the PROJECT.

“Full-time job”, as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the region average weekly wage for manufacturing jobs in the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County.

“Payment in Lieu of Taxes” If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2019 and shall terminate on December 31, 2028, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2018, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on Exhibit E (Schedule I): Tax Abatement Schedule,” OWNER shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the third quarter, 2020, maintain a level of not less than 20 new full-time jobs, using headcount as of January 1, 2018 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 20 full-time jobs for total on site employment by owner during said term. In the event that such employment falls below 20 full-time

jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$s
 A2 = revised Abatement \$s
 E1 = 20 full-time jobs
 E2 = revised employee count
 $A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$2,500,000,000.
- d. Make available to the COUNTY, upon the COUNTY providing five days advance notice to enter the PROJECT site to review, information concerning the details of contractor bids per Exhibit F, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process.
- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, e.g., piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
 - (i) "Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. "Local vendors" and "local suppliers" shall include those located or having a principal office in the nine county region referenced above. "Local subcontractors" shall include those located or having a principal office in the nine county region referenced above.
 - (ii) OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in

operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER'S annual letter of compliance (Exhibit F). OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.

- iii) OWNER agrees to provide public notice for bidding information to local qualified contractors, vendors, manufacturers and labor to allow them to have sufficient information and time to submit their bids, and pre-bid meetings shall be held between OWNER and potential local bidders and suppliers of services and materials.

- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers in connection with the PROJECT; (Exhibit F).

- h. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and

- i. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
 - (i) A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.

 - (ii) A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.

- (iii) A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
- (iv) Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:
 - j. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/ DBE vendors, suppliers and sub-contractors;
 - k. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
 - l. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
 - m. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and
 - n. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of union or non-union, local and HUB/DBE vendors, suppliers or sub- contractors.

6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit E (Schedule I): "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

7. QUARTERLY MONITORING MEETINGS

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Appraisal District will establish the certified values of Eligible Property as of January 1, 2015, as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule (Exhibit E: Schedule I)" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of Owner's abatement shall be made should any reduction to Taxable Value of Owner's Eligible Property result from a Force Majeure event.

In the event the Owner reduces its ad valorem taxes on personal property otherwise payable to the County by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties

hereto stipulate and agree that the certified appraisal value for this property, as calculated by the Jefferson County.

It is understood and agreed that if, with respect to any tax year during the abatement, the Owner prevails in an action to contest the appraised value of any and all industrial realty improvement accounts that pertain to this agreement on the basis of unequal appraised as defined by Property Tax Code Section 42.26, the following will occur:

- a. the abatement will be recalculated for any adjustments due to the contract floor; and,
- b. the abatement will be further reduced dollar for dollar for any amount that the value of the industrial realty improvements as determined by the Court is reduced from the value as set by the Appraisal Review Board for the tax year under contest.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. OWNER represents that the exempt value of such pollution control property will not exceed fifteen percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT. OWNER agrees that in the event the exempt value of such pollution control property exceeds fifteen percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT, the abated value will be reduced accordingly.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved

of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A “Force Majeure Event” means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that “Force Majeure Event” does not include the inability to make payment or financial distress.

12. ASSIGNMENT

OWNER may assign this AGREEMENT, or a portion of this AGREEMENT, to an Affiliate of all or a portion of the OWNER’s Qualified Property and/or the OWNER’s Qualified Investment, provided that the OWNER shall provide written notice of such assignment to the COMMISSIONERS COURT of such assignment. OWNER may also assign this AGREEMENT, or a portion of this AGREEMENT, to a new owner or lessee of the same PROJECT, or a portion thereof, upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the court to withhold approval if Owner or the proposed assignee is liable to the County for outstanding taxes or other obligations.

13. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

14. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

15. OPTION TO CANCEL AGREEMENT

Notwithstanding anything in this Agreement to the contrary, in the event the OWNER determines at any time prior to the Abatement Period, that a positive Final Investment

Decision will not be reached, the OWNER may terminate this Agreement by providing written notice of termination to the COMMISSIONER'S COURT, in which case this Agreement shall become null and void as of the date of the notice provided by OWNER.

16. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

Company

By:

Title:

Address:

COUNTY: Hon. Jeff R. Branick, County Judge
Jefferson County Texas
P.O. Box 4025
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney
Criminal District Attorney
1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,
First Assistant: Staff Attorney
Jefferson County Courthouse
P. O. Box 4025,
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

17. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

18. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

19. APPLICABLE LAW AND VENUE

This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

20. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the ___ day of _____, 201__

FOR THE COUNTY:

Hon. Jeff R. Branick, County Judge
Jefferson County, Texas

By: _____

Title:

Golden Pass Products LLC "COMPANY"

Exhibits to Golden Pass Products LLC Train 2 Abatement Agreement

Exhibit A“Description of Project”

Exhibit B“Base Year Property”

Exhibit C“Reinvestment Zone”

Exhibit D“List of HUB/DBE Companies”

Exhibit E (SCHEDULE D)...“Tax Abatement Schedule”

Exhibit F“Reporting Template”

EXHIBIT A
“Description of Project”

Golden Pass Products (GPP) and Golden Pass Pipeline LLC (collectively, “Golden Pass”) propose to own, site, construct, and operate a liquefied natural gas (“LNG”) export project (“GPX Project”). The GPX Project consists of:

- (1) The Export Facility, which will be constructed adjacent to the Golden Pass LNG Terminal LLC (“GPLNG”) import terminal site, located onshore at the Sabine-Neches Waterway in Jefferson County, Texas; and
- (2) Additions to the existing Golden Pass Pipeline LLC system (“GPPL”) by construction of approximately a total of three to four miles of new 24 inch pipeline in two non-contiguous loops and up to four new compressor stations with all necessary integration interconnections for bi-directional service. *Note; Not all these additions will be within the reinvestment zone therefore not subject to this abatement application.*

The planned GPX Project will be located on over 1,100 acres owned or controlled by GPP affiliates in Jefferson County, Texas (See Exhibits “B” & “C”). The GPX Project will allow Golden Pass to receive natural gas from domestic sources, convert natural gas to LNG, store, load, and export that LNG. GPX Project will be constructed and operated contiguous to and integrated with the GPLNG terminal and GPPL. This will enable Golden Pass to maximize use of the existing GPLNG terminal and GPPL facilities, to provide for bi-directional service and thus allow for exportation and importation of natural gas. GPP will construct three liquefaction trains with a nominal total production capacity of 15.0 million metric tons per annum (MTPA) of LNG for export (each having a nominal throughput of 5.0 million MTPA). The Project is expected to be constructed in phases, with each LNG train commencing operations approximately six to twelve months after the previous train. *A separate Chapter 312 Abatement is being filed for each train. This application is for the second train of the Project and all newly installed and constructed supporting infrastructure improvements including, but not limited to, land improvements, tanks, intra-plant piping, pumps, refrigeration equipment, compression, utilities, plant control equipment, pollution control equipment, buildings and associated equipment to support these major components.*

The GPX Project includes, but is not limited to, the following major components described below.

- a) Inlet gas treating systems utilizing amine for carbon dioxide, hydrogen sulfide removal followed by molecular sieve dehydration. Water and heavy hydrocarbons will be removed by dehydration units, scrubbers and separators.

- b) Liquefaction capability Train #2 will have a nominal throughput capacity of 5.0 MTPA. This process train will include the following components:
- i. Propane pre-cooling, mixed refrigerant LNG process (also known as the C3MR process) utilizing two gas-fired turbines;
 - ii. Coil wound main cryogenic heat exchangers for liquefaction and sub-cooling.
- c) Nominal electrical power generation of up to 100 megawatts.
- d) Associated utilities, equipment and air coolers.
- e) Interconnections to existing import facilities and controls.
- f) The addition of LNG storage tank pumps to accommodate loading operations.
- g) Central control room and terminal isolation equipment.
- h) Optimization of facility processes to allow for import and export capabilities.

EXHIBIT B
“Base Year Property”

The proposed Reinvestment Zone contains improvements
This base year taxable value as certified will be attached, by consent of the parties, when
same is calculated and adopted by the Jefferson County Appraisal District.

“Pending Final Appraisal”

Exhibit B
Base Year Properties of Affiliated Companies in Jefferson County, Texas

Owner: Golden Pass LNG Terminal LLC				
Jefferson County Account No.	CAD Reference No.	Property Description	Other	2015 Taxable Value *
Terminal Plant Facilities				
530730-000-000010-00100	530730000010	Terminal Tract; Sabine Pass; Site Facilities; Terminal Abatements		-
530730-000-000040-00000	530730000040	Terminal Tract; TCEQ Exemptions		-
Terminal F&F, Equipment, Business Vehicles				
530730-000-000050-00000	530730000050	Personal Property on site (Furniture, Fixtures, Equipment, Business Vehicles)		-
530730-000-000060-00000	530730000060	Personal Property (capital spares) @ IAS (Incl. Apparatus Services) warehouse, Beaumont		-
Terminal Inactive				
530730-000-000015-00000	530730000015	Terminal Tract; Ship Berths 1&2; Sabine Pass; Included In 530730000010		-
530730-000-000045-00000	530730000045	Terminal Tract; TCEQ Exemptions pending negotiation; included In 530730000040		-
530730-000-000070-00000	530730000070	Personal Property @ JMB Warehouse, Beaumont		-
530730-000-000080-00000	530730000080	LNG Inventory In tanks		-
Terminal Real Property				
300123-000-005000-00000	300123005000	Tr 3-13 19 56 66 & 71-73 123 D Gahagen, 250.8 acres Lot 3 4; Agricultural Exemption property	gross appraised	-
300123-000-123200-00000	300123123200	Tr 118 143.124 acres; 162.997 acres; 170.079 acres 123 D Gahagen (476.2 total acres).		-
300123-000-123300-00000	300123123300	Tr 119 149.017 acres; 29.183 acres 123 D Gahagen (178.2 total acres); Agricultural Exemption property	gross appraised	-
300123-000-123400-00000	300123123400	Tr 120 (Part of Div A) 123 D Gahagen 174.600 acres (submerged land)		-
300123-000-123500-00000	300123123500	Tr 121 (Part of Div A) 123 D Gahagen 25.760 acres (submerged land)		-
TOTAL AD VALOREM TAXABLE VALUE: Golden Pass LNG Terminal LLC				<hr/>
Owner: Golden Pass Pipeline LLC				
Pipeline Miscellaneous				
531130-000-000010-00000	531130000010	Misc Spare Parts on site		-
Pipeline Fixed Equipment				
531130-000-000012-00000	531130000012	Centana Tap		-
531130-000-000014-00000	531130000014	Centana/GTS Tap		-
531130-000-000016-00000	531130000016	Beaumont Lateral Tap		-
531130-000-000017-00000	531130000017	Golden Pass Tee		-
531130-000-000018-00000	531130000018	Tejas/Texas Interconnect		-
Pipeline 42" Installed				
531130-000-000030-00000	531130000030	Segment 6874-78888	13.6 miles	-
531130-000-000040-00000	531130000040	Segment 78888-98817	3.8 miles	-
531130-000-000050-00000	531130000050	Segment 98817-108491	3.2 miles	-
531130-000-000060-00000	531130000060	Segment 108491-25594	1.8 miles	-
531130-000-000070-00000	531130000070	Segment 25594-138917	2.6 miles	-
531130-000-000080-00000	531130000080	Segment 138917-144414	1.0 miles	-
531130-000-000090-00000	531130000090	Segment 144414-147297	0.6 miles	-
531130-000-000100-00000	531130000100	Segment 147297-149393	0.4 miles	-
531130-000-000110-00000	531130000110	Segment 149393-151486	0.4 miles	-
531130-000-000120-00000	531130000120	Segment 151486-159708	1.6 miles	-
TOTAL AD VALOREM TAXABLE VALUE: Golden Pass Pipeline LLC				<hr/>

* Net of Agricultural Exemption where appropriate

EXHIBIT C – “Reinvestment Zone”

*Notice of Meeting and Agenda and Minutes
December 23, 2013*

COUNTY COMMISSIONERS:

4. Consider the Resolution Approving Action of Jefferson County Industrial Development Corporation as to a Thirteenth Supplemental Trust Indenture and Security Agreement and Relating to the Remarketing on December 30, 2013 of its Hurricane Ike Disaster Area Revenue Bonds (Jefferson Refinery, LLC Project) Series 2010 and related matters.

SEE ATTACHMENTS ON PAGES 21 - 25

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

5. Consider, possibly approve and receive and file renewal of the Golden Pass Reinvestment Zone, pursuant to Section 312.203, Texas Property Redevelopment and Tax Abatement Act.

SEE ATTACHMENTS ON PAGES 26 - 45

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

Abstained: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

6. Consider and possibly approve, execute, receive and file reappointment of Doug Almond to the Jefferson County Emergency Services District # 3 Board of Commissioners for a 2 year term effective January 01, 2015.

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

Section 5. The Commissioners Court finds that such improvements made by Golden Pass LNG Terminal LP will benefit the Zone after the expiration of the agreement

Section 6. The Commissioners Court finds that renewal 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 _____, 2013.

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"

123

STATE OF TEXAS § IN THE COMMISSIONERS COURT
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

**AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS
DESIGNATING A REINVESTMENT ZONE PURSUANT TO SEC. 312.201 OF THE
TAX CODE (THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)**

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 20th day of June, 2005, on motion made by Byvette "Bo" Alfred, Commissioner of Precinct No. 4, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Order was adopted:

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, Golden Pass LNG desires to develop a liquefied natural gas terminal facility, which will involve a significant investment and expansion of the region's job base; and

WHEREAS, it is in the best interest of the county to designate the Golden Pass LNG facility near Port Arthur a reinvestment zone, pursuant to Sec. 312.201, Tax Code (The Property Redevelopment and Tax Abatement Act).

**IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF
JEFFERSON COUNTY, TEXAS:**

- Section 1. That the Commissioners Court hereby designates the Gold Pass LNG facility near Port Arthur as a Reinvestment Zone (the "Zone").
- Section 2. That the Commissioners Court finds that the Zone area meets the qualifications of the Act.
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas.
- Section 4. That the Commissioners Court held a public hearing to consider this Order on June 20, 2005.

AGENDA ITEM NO. 11



EXHIBIT "A"
THIS AND COUNTY
COPY OF ORIGINAL
FILED IN JEFFERSON
COUNTY CLERK'S OFFICE

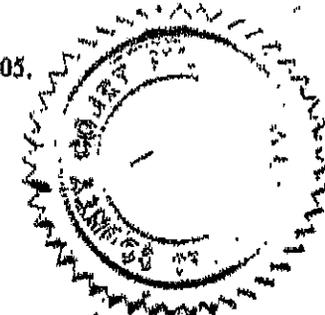
124
20

- 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 or attract major investment to the Zone 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 20th day of June, 2005.



 JUDGE CARL A. GRIFFITH, JR.
 County Judge





 COMMISSIONER EDDIE ARNOLD
 Precinct No. 1



 COMMISSIONER WAYMON D. HALLMARK
 Precinct No. 3



 COMMISSIONER MARK L. DOMINGUE
 Precinct No. 2



 COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4

EXHIBIT "A"

45 125

Special Session, June 20, 2005

There being no further business to come before the Court at this time, same is now here adjourned on this date, June 20, 2005.

ATTEST:

Carolyn L. Guidry
County Clerk

Carl R. Griffith, Jr.
County Judge

I CERTIFY THIS IS A TRUE COPY
Witness my Hand and Seal of Office

JUN 21 2005

CAROLYN L. GUIDRY, COUNTY CLERK
JEFFERSON COUNTY, TEXAS

BY DEPUTY
Theresa Goodness

EXHIBIT "A"

126

TRACT ONE
476.2 ACRES OF LAND PART OF DIVISIONS A & B, DENNIS GAHAGAN
LEAGUE, ABSTRACT NO. 123
JEFFERSON COUNTY, TEXAS

A tract of land containing 476.2 acres of land, out of and a part of Divisions A and B of the Dennis Gahagan League, Abstract No. 123; said Divisions being according to the partition of said Dennis Gahagan League as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas; said tract being more fully described by metes and bounds as follows, to wit:

BEGINNING at a common corner of Division B and Division 8 on the South line of Division A; said corner being marked by a concrete monument with a brass disc set by Houston Oil Company in March 1939 and identified as G-71;

THENCE South 19 deg., 57 min., 49 sec., East, on the common line of Division B and Division 8, a distance of 879.94' to a 2" steel pipe found for corner;

THENCE South 69 deg., 59 min., 21 sec., West, on the North line of Tract 2 described in Special Warranty Deed dated September 22, 1978, from Katherine Belle B. Doyle, et al., to Howell Cobb, Trustee, recorded in Vol. 2116, Page 85, Deed Records, Jefferson County, Texas, a distance of 1000.08' to a 1" steel pipe found for the Northwest corner of said Tract 2;

THENCE South 19 deg., 59 min., 37 sec., East, on the West line of said Tract 2, a distance of 1134.83' to a ½" steel rod set, capped and marked "SOUTEX" for corner;

THENCE South 70 deg., 00 min., 23 sec., West, on the North line of a tract of land set aside to Emma V. Joesting in Decree, recorded in Vol. 368, Page 608, Deed Records, Jefferson County, Texas and a portion of a tract of land set aside to Daisy M. Roche in Decree, recorded in Vol. 368, Page 608, Deed Records, Jefferson County, Texas, a distance of 1534.37' to a ½" steel rod set, capped and marked "SOUTEX" for corner;

THENCE North 63 deg., 04 min., 53 sec., West, a distance of 2576.83' to a ½" steel rod set, capped and marked "SOUTEX" for corner on the common line of said Division B and Division 12;

THENCE North 21 deg., 01 min., 38 sec., East, on the common line of Division B and Division 12, a distance of 1126.94' to a Houston Oil Company concrete monument identified as G-61 found for corner; said concrete monument being the common corner of Division B and Division 12 and being on the South line of Division A;

THENCE North 84 deg., 00 min., 00 sec., West, a distance of 3589.69' to a ½" steel rod set, capped and marked "SOUTEX" for corner;

JCB
2-0

137

THENCE North 08 deg., 00 min., 00 sec., East a distance of 2620.42' passing a 1/2" steel rod set, capped and marked "SOUTEX" for reference point; continuing for a total distance of 2720.42' to a point for corner on the Southerly bank line of the Sabine Neches Ship Channel;

THENCE on the Southerly bank line of said Sabine Neches Ship Channel:

- South 77 deg., 06 min., 43 sec., East, a distance of 495.18';
- South 49 deg., 29 min., 15 sec., East, a distance of 39.44';
- South 65 deg., 56 min., 40 sec., East, a distance of 226.93';
- South 72 deg., 30 min., 23 sec., East, a distance of 260.46';
- South 85 deg., 01 min., 34 sec., East, a distance of 141.74';
- South 76 deg., 52 min., 07 sec., East, a distance of 133.20';
- South 76 deg., 57 min., 11 sec., East, a distance of 32.22';
- South 41 deg., 18 min., 28 sec., East, a distance of 50.07';
- South 58 deg., 19 min., 42 sec., East, a distance of 97.16';
- South 72 deg., 24 min., 52 sec., East, a distance of 130.08';
- South 82 deg., 38 min., 40 sec., East, a distance of 207.23';
- South 70 deg., 46 min., 13 sec., East, a distance of 84.67';
- South 76 deg., 38 min., 38 sec., East, a distance of 100.77';
- South 78 deg., 48 min., 29 sec., East, a distance of 91.24';
- South 61 deg., 24 min., 48 sec., East, a distance of 54.00';
- South 53 deg., 44 min., 45 sec., East, a distance of 121.95';
- South 56 deg., 49 min., 34 sec., East, a distance of 110.17';
- South 65 deg., 27 min., 43 sec., East, a distance of 93.36';
- South 74 deg., 38 min., 51 sec., East, a distance of 110.03';
- South 83 deg., 33 min., 57 sec., East, a distance of 99.12';

JEB
2/12

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North 71 deg., 33 min., 24 sec., East, a distance of 40.68';
South 78 deg., 03 min., 12 sec., East, a distance of 55.12';
South 85 deg., 49 min., 28 sec., East, a distance of 94.09';
South 66 deg., 36 min., 20 sec., East, a distance of 86.18';
South 73 deg., 17 min., 50 sec., East, a distance of 89.98';
South 67 deg., 03 min., 41 sec., East, a distance of 137.01';
South 60 deg., 11 min., 31 sec., East, a distance of 102.81';
South 63 deg., 04 min., 18 sec., East, a distance of 80.70';
South 64 deg., 42 min., 43 sec., East, a distance of 56.25';
South 68 deg., 49 min., 52 sec., East, a distance of 99.75';
South 76 deg., 33 min., 12 sec., East, a distance of 143.39';
North 87 deg., 13 min., 53 sec., East, a distance of 64.35';
North 54 deg., 29 min., 39 sec., East, a distance of 34.86';
South 48 deg., 23 min., 43 sec., East, a distance of 29.53';
South 67 deg., 00 min., 38 sec., East, a distance of 50.58';
South 30 deg., 24 min., 47 sec., East, a distance of 34.51';
South 44 deg., 26 min., 32 sec., East, a distance of 47.89';
South 59 deg., 48 min., 57 sec., East, a distance of 68.29';
South 71 deg., 27 min., 32 sec., East, a distance of 97.11';
South 69 deg., 58 min., 28 sec., East, a distance of 160.85';
South 80 deg., 55 min., 54 sec., East, a distance of 181.89';
South 85 deg., 58 min., 01 sec., East, a distance of 155.60';
South 86 deg., 30 min., 39 sec., East, a distance of 111.34';

JEB
20

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North 80 deg., 51 min., 51 sec., East, a distance of 78.98';
North 78 deg., 52 min., 20 sec., East, a distance of 83.22';
South 89 deg., 32 min., 33 sec., East, a distance of 28.45';
South 77 deg., 58 min., 44 sec., East, a distance of 63.60';
South 79 deg., 18 min., 00 sec., East, a distance of 57.27';
South 86 deg., 35 min., 49 sec., East, a distance of 103.04';
South 85 deg., 13 min., 46 sec., East, a distance of 396.88';
North 88 deg., 27 min., 41 sec., East, a distance of 92.18';
North 80 deg., 00 min., 00 sec., East, a distance of 92.02';
South 76 deg., 37 min., 16 sec., East, a distance of 61.52';
South 70 deg., 01 min., 34 sec., East, a distance of 57.84';
South 74 deg., 34 min., 06 sec., East, a distance of 67.61';
South 60 deg., 07 min., 14 sec., East, a distance of 120.11';
South 64 deg., 33 min., 16 sec., East, a distance of 92.75';
South 69 deg., 00 min., 45 sec., East, a distance of 154.14';
South 67 deg., 31 min., 13 sec., East, a distance of 159.69';
South 68 deg., 40 min., 49 sec., East, a distance of 101.47';
South 73 deg., 10 min., 32 sec., East, a distance of 159.80';
South 80 deg., 20 min., 38 sec., East, a distance of 96.13';
North 79 deg., 53 min., 35 sec., East, a distance of 88.33';
North 85 deg., 36 min., 37 sec., East, a distance of 26.51';
South 79 deg., 35 min., 19 sec., East, a distance of 112.09';
South 73 deg., 37 min., 41 sec., East, a distance of 154.19';

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South 71 deg., 04 min., 01 sec., East, a distance of 99.88';

South 44 deg., 36 min., 50 sec., East, a distance of 152.63';

South 49 deg., 47 min., 34 sec., East, a distance of 98.16';

South 67 deg., 10 min., 09 sec., East, a distance of 128.72';

South 53 deg., 21 min., 08 sec., East, a distance of 107.67';

South 67 deg., 40 min., 47 sec., East, a distance of 194.33';

South 83 deg., 05 min., 37 sec., East, a distance of 60.77';

South 80 deg., 08 min., 37 sec., East, a distance of 153.00' to a point for corner being the intersection of the Southerly bank line of the Sabine Neches Ship Channel and the common line of Division A and Division 8;

THENCE South 70 deg., 03 min., 15 sec., West, on the common line of said Division A and Division 8, a distance of 144.38' passing a Houston Oil Company concrete monument found and identified as G-72; continuing on the common line of Division A and Division 8 for a total distance of 902.78' to the POINT OF BEGINNING and containing 476.2 acres of land.

Note: All bearings and distances based upon State Plane Coordinate Grid System NAD 83, Texas South Central Zone, Scale Factor = 0.999891228.

Note: All of the divisions referred to above are according to the partition of the Dennis Cahagan League, Abstract No. 123, Jefferson County, Texas, as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas;

This description is based on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on November 15, 2003.

Golden Pass LNG Terminal LP
LS-03-1192A

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EXHIBIT "A"

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TRACT TWO
174.6 ACRES OF LAND (SUBMERGED) PART OF DIVISION A, DENNIS
GAHAGAN LEAGUE, ABSTRACT NO. 123, JEFFERSON COUNTY, TEXAS

A tract of land containing 174.6 acres of land, being submerged land out of and a part of Division A of the Dennis Gahagan League, Abstract No. 123; said division being according to the partition of the Dennis Gahagan League as shown on a map or plat recorded in Vol. T, Page 131, Deed Records, Jefferson County, Texas; said tract being more fully described by metes and bounds as follows, to wit:

COMMENCING at the common corner of Division B and Division 8, on the South line of Division A; said corner being marked by a concrete monument with a brass disc set by Houston Oil Company in March 1939 and identified as G-71;

THENCE North 70 deg., 03 min., 15 sec, East, on the common line of Division A and Division 8, a distance of 758.40' to a Houston Oil Company concrete monument found and identified as G-72; continuing for a total distance of 902.78' to a point on the Southerly bank line of the Sabine Neches Ship Channel; said point being the POINT OF BEGINNING of the herein described tract;

THENCE on the Southerly bank line of the Sabine Neches Ship Channel:

North 80 deg., 08 min., 37 sec., West, a distance of 153.00';

North 83 deg., 05 min., 37 sec., West, a distance of 60.77';

North 67 deg., 40 min., 47 sec., West, a distance of 194.33';

North 53 deg., 21 min., 08 sec., West, a distance of 107.67';

North 67 deg., 10 min., 09 sec., West, a distance of 128.72';

North 49 deg., 47 min., 34 sec., West, a distance of 98.16';

North 44 deg., 36 min., 50 sec., West, a distance of 152.63';

North 71 deg., 04 min., 01 sec., West, a distance of 99.88';

North 73 deg., 37 min., 41 sec., West, a distance of 154.19';

North 79 deg., 35 min., 19 sec., West, a distance of 112.09';

South 85 deg., 36 min., 37 sec., West, a distance of 26.51';

South 79 deg., 53 min., 35 sec., West, a distance of 88.33';

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North 80 deg., 20 min., 38 sec., West, a distance of 96.13';
North 73 deg., 10 min., 32 sec., West, a distance of 159.80';
North 68 deg., 40 min., 49 sec., West, a distance of 101.47';
North 67 deg., 31 min., 13 sec., West, a distance of 159.69';
North 69 deg., 00 min., 45 sec., West, a distance of 154.14';
North 64 deg., 33 min., 16 sec., West, a distance of 92.75';
North 60 deg., 07 min., 14 sec., West, a distance of 120.11';
North 74 deg., 34 min., 06 sec., West, a distance of 67.61';
North 70 deg., 01 min., 34 sec., West, a distance of 57.84';
North 76 deg., 37 min., 16 sec., West, a distance of 61.52';
South 80 deg., 00 min., 00 sec., West, a distance of 92.02';
South 88 deg., 27 min., 41 sec., West, a distance of 92.18';
North 85 deg., 13 min., 46 sec., West, a distance of 396.88';
North 86 deg., 35 min., 49 sec., West, a distance of 103.04';
North 79 deg., 18 min., 00 sec., West, a distance of 57.27';
North 77 deg., 58 min., 44 sec., West, a distance of 63.60';
North 89 deg., 32 min., 33 sec., West, a distance of 28.45';
South 78 deg., 52 min., 20 sec., West, a distance of 83.22';
South 80 deg., 51 min., 51 sec., West, a distance of 78.98';
North 86 deg., 30 min., 39 sec., West, a distance of 111.34';
North 85 deg., 58 min., 01 sec., West, a distance of 155.60';
North 80 deg., 55 min., 54 sec., West, a distance of 181.89';
North 69 deg., 58 min., 28 sec., West, a distance of 160.85';

Handwritten initials:
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200

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North 71 deg., 27 min., 32 sec., West, a distance of 97.11';
North 59 deg., 48 min., 57 sec., West, a distance of 68.29';
North 44 deg., 26 min., 32 sec., West, a distance of 47.89';
North 30 deg., 24 min., 47 sec., West, a distance of 34.51';
North 67 deg., 00 min., 38 sec., West, a distance of 50.58';
North 48 deg., 23 min., 43 sec., West, a distance of 29.53';
South 54 deg., 29 min., 39 sec., West, a distance of 34.86';
South 87 deg., 13 min., 53 sec., West, a distance of 64.35';
North 76 deg., 33 min., 12 sec., West, a distance of 143.39';
North 68 deg., 49 min., 52 sec., West, a distance of 99.75';
North 64 deg., 42 min., 43 sec., West, a distance of 56.25';
North 63 deg., 04 min., 18 sec., West, a distance of 80.70';
North 60 deg., 11 min., 31 sec., West, a distance of 102.81';
North 67 deg., 03 min., 41 sec., West, a distance of 137.01';
North 73 deg., 17 min., 50 sec., West, a distance of 89.98';
North 66 deg., 36 min., 20 sec., West, a distance of 86.18';
North 85 deg., 49 min., 28 sec., West, a distance of 94.09';
North 78 deg., 03 min., 12 sec., West, a distance of 55.12';
South 71 deg., 33 min., 24 sec., West, a distance of 40.68';
North 83 deg., 33 min., 57 sec., West, a distance of 99.12';
North 74 deg., 38 min., 51 sec., West, a distance of 110.03';
North 65 deg., 27 min., 43 sec., West, a distance of 93.36';
North 56 deg., 49 min., 34 sec., West, a distance of 110.17';

- North 53 deg., 44min., 45 sec., West, a distance of 121.95';
- North 61 deg., 24 min., 48 sec., West, a distance of 54.00';
- North 78 deg., 48 min., 29 sec., West, a distance of 91.24';
- North 76 deg., 38 min., 38 sec., West, a distance of 100.77';
- North 70 deg., 46 min., 13 sec., West, a distance of 84.67';
- North 82 deg., 38 min., 40 sec., West, a distance of 207.23';
- North 72 deg., 24 min., 52 sec., West, a distance of 130.08';
- North 58 deg., 19 min., 42 sec., West, a distance of 97.16';
- North 41 deg., 18 min., 28 sec., West, a distance of 50.07';
- North 76 deg., 57 min., 11 sec., West, a distance of 32.22';
- North 76 deg., 52 min., 07 sec., West, a distance of 133.20';
- North 85 deg., 01 min., 34 sec., West, a distance of 141.74';
- North 72 deg., 30 min., 23 sec., West, a distance of 260.46';
- North 65 deg., 56 min., 40 sec., West, a distance of 226.93';
- North 49 deg., 29 min., 15 sec., West, a distance of 39.44';
- North 77 deg., 06 min., 43 sec., West, a distance of 495.18';

THENCE North 08 deg., 00 min., 00 sec., East, a distance of 227.80' to a point on the North line of the called 233.72 acre tract;

THENCE North 18 deg., 29 min., 21 sec., East, a distance of 843.99' to a point on the called centerline of the Sabine Neches Ship Channel;

THENCE South 71 deg., 30 min., 39 sec., East, on the called centerline of the Sabine Neches Ship Channel, a distance of 8734.07' to a point being the Point of Curvature of a curve to the right;

THENCE on the called centerline of the Sabine Neches Ship Channel on the arc of a curve to the right having a radius of 3819.41', a chord bearing of South 70 deg., 13 min., 06 sec., East, a chord distance of 189.12' to a point for the intersection of the called

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centerline of the Sabine Neches Ship Channel and the common line of Division A and Division 8 (or the Northeasterly projection thereof);

THENCE South 70 deg., 03 min., 15 sec., West, on the common line of Division A and Division 8 (or the Northeasterly projection thereof), a distance of 1206.46' to the POINT OF BEGINNING and containing 174.6 acres of land, being submerged land.

Note: All bearings and distances based upon State Plane Coordinate Grid System NAD 83, Texas South Central Zone, Scale Factor = 0.999891228.

Note: All of the divisions referred to above are according to the partition of the Dennis Gahagan League, Abstract No. 123 Jefferson County, Texas, as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas;

This description is based on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on November 15, 2003

Golden Pass LNG Terminal LP
LS-03-1192

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JD

EXHIBIT "A"

136

TRACT ONE
250.8 ACRES OF LAND OUT OF DIVISIONS B, C, AND 4 THROUGH 8,
DENNIS GAHAGAN LEAGUE, ABSTRACT NO. 123
JEFFERSON COUNTY, TEXAS

A tract of land containing 250.8 acres of land, out of and part of Divisions B, C, and 4 through 8 of the Dennis Gahagan League, Abstract No. 123; said Divisions being according to the partition of said Dennis Gahagan League as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas; said tract being more fully described by metes and bounds as follows, to wit:

BEGINNING at a common corner of Division B and Division 8 on the South line of Division A; said corner being marked by a concrete monument with a brass disc set by Houston Oil Company in March 1939 and identified as G-71;

THENCE North 70 deg., 03 min., 15 sec., East on the common line of said Division A and Division 8, a distance of 758.40' passing a Houston Oil Company concrete monument found and identified as G-72 and being the Southeast corner of a (Called 233.72) acre tract described in and excepted from a deed dated September 23, 1941 from John T Stewart III to J. E. Broussard, et al., recorded in Vol. 502, Page 218, Deed Records, Jefferson County, Texas; continuing on the common line of said Divisions A and 8 for a total distance of 902.78' to a point on the Southwesterly bank line of the Sabine-Neches Ship Channel.

THENCE the following calls along the Southwesterly bank line of said Sabine-Neches Ship Channel:

- South 80 deg., 08 min., 36 sec., East, a distance of 8.75';
- South 69 deg., 46 min., 38 sec., East, a distance of 53.61';
- South 66 deg., 36 min., 16 sec., East, a distance of 116.39';
- South 59 deg., 21 min., 42 sec., East, a distance of 161.57';
- South 33 deg., 16 min., 56 sec., East, a distance of 36.38';
- South 20 deg., 05 min., 44 sec., East, a distance of 76.96';
- South 36 deg., 45 min., 48 sec., East, a distance of 116.43';
- South 53 deg., 44 min., 12 sec., East, a distance of 119.49';
- South 61 deg., 26 min., 19 sec., East, a distance of 140.76';

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South 53 deg., 07 min., 50 sec., East, a distance of 108.58';
South 68 deg., 40 min., 05 sec., East, a distance of 124.52';
South 66 deg., 56 min., 46 sec., East, a distance of 112.79';
South 66 deg., 11 min., 20 sec., East, a distance of 131.66';
South 61 deg., 37 min., 12 sec., East, a distance of 125.53';
South 58 deg., 06 min., 58 sec., East, a distance of 108.80';
South 45 deg., 07 min., 50 sec., East, a distance of 114.41';
South 37 deg., 01 min., 06 sec., East, a distance of 90.98';
South 34 deg., 43 min., 21 sec., East, a distance of 100.83';
South 36 deg., 03 min., 14 sec., East, a distance of 125.84';
South 38 deg., 59 min., 28 sec., East, a distance of 125.83';
South 46 deg., 57 min., 06 sec., East, a distance of 123.24';
South 32 deg., 48 min., 45 sec., East, a distance of 122.44';
South 34 deg., 21 min., 19 sec., East, a distance of 169.00';
South 28 deg., 35 min., 09 sec., East, a distance of 122.95';
South 31 deg., 10 min., 18 sec., East, a distance of 121.57';
South 36 deg., 17 min., 53 sec., East, a distance of 214.87';
South 34 deg., 54 min., 31 sec., East, a distance of 139.18';
South 60 deg., 06 min., 16 sec., East, a distance of 181.84';
South 59 deg., 17 min., 07 sec., East, a distance of 208.59';
South 61 deg., 04 min., 18 sec., East, a distance of 134.58';
South 82 deg., 02 min., 32 sec., East, a distance of 118.51';
North 87 deg., 58 min., 26 sec., East, a distance of 100.03';

South 68 deg., 51 min., 47 sec., East, a distance of 116.90';

South 25 deg., 02 min., 27 sec., East, a distance of 122.91';

South 44 deg., 23 min., 39 sec., West, a distance of 94.29';

South 30 deg., 01 min., 17 sec., West, a distance of 107.92';

North 73 deg., 00 min., 41 sec., West, a distance of 31.87';

South 16 deg., 55 min., 01 sec., West, a distance of 135.57';

South 07 deg., 43 min., 08 sec., East, a distance of 174.49';

South 02 deg., 15 min., 32 sec., West, a distance of 136.27';

South 03 deg., 11 min., 47 sec., East, a distance of 41.03' to a point being on the common line of Division 3 and said Division 4; said point being the Southeast corner of the herein described tract:

THENCE South 70 deg., 00 min., 47 sec., West, on the common line of said Division 3 and 4, a distance of 25.50' passing a 1/2" steel rod set, capped, and marked "SOUTEX" for reference point; continuing on the common line of said Divisions 3 and 4 for a total distance of 2526.77' to a concrete monument with brass disc set by Houston Oil Company in March 1939 and identified as G-68; said concrete monument being a common corner of said Division 3 and 4 on the Easterly line of said Division C; also being the Southeast corner of a (Called 14.9835) acre tract conveyed to Howell Cobb, Trustee, recorded in Vol. 2116, Page 103, Deed Records, Jefferson County, Texas;

THENCE South 70 deg., 00 min., 47 sec West, (Called South 70 deg., 00 min., 31 sec., West), on the South line of the (Called 14.9835) acre tract, a distance of 1000.00' (Called 1000.058) to a 1" steel pipe found for the Southwest corner of the (Called 14.9835) acre tract and the Southwest corner of the herein described tract;

THENCE North 19 deg., 57 min., 51 sec., West (Called North 19 deg., 57 min., 26 sec., West), a distance of (Called 652.654') passing the common line of said Divisions B and C; continuing for a total distance of 1079.25 to a 1" steel pipe found for an angle point in the West line of the herein described Tract;

THENCE North 19 deg., 59 min., 37 sec., West a distance of 1958.28' to a 1" steel pipe found for corner;

THENCE North 69 deg., 59 min., 21 sec., East a distance of 1000.08' to a 2" steel pipe found on the common line of said Divisions B and 7;

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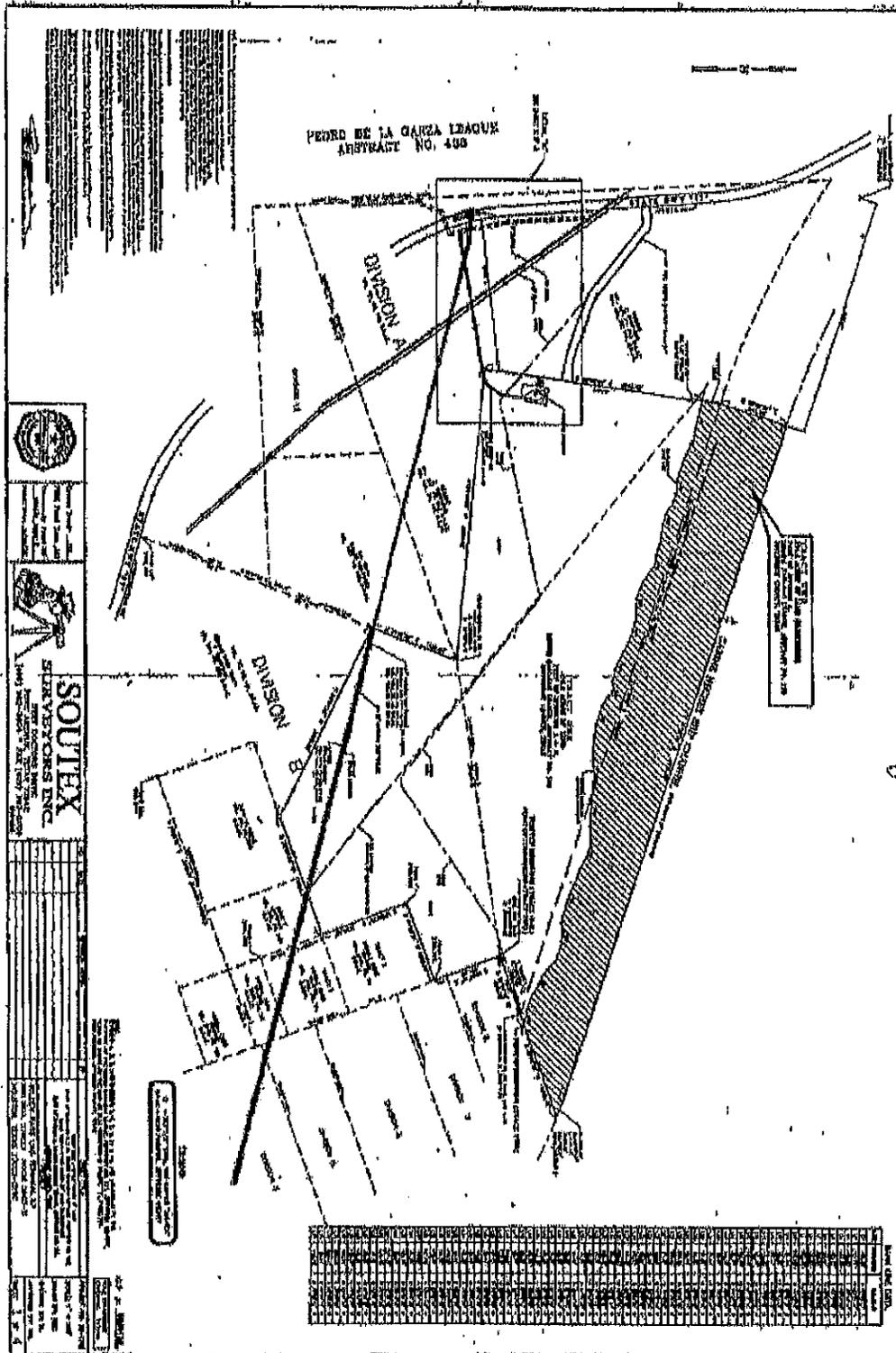
THENCE North 19 deg., 57 min., 49 sec., West, on the common line of said Division B and said Division 7 and 8, a distance of 879.94' to the POINT OF BEGINNING and containing 250.8 acres of land.

Note: All bearing and distances are based upon State Plane Coordinate Grid System NAD 83, Texas South Central Zone, Scale Factor = 0.999891228.

This description is based on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on February 10, 2004.

ExxonMobil (J.V. Property)
LS-03-1316

110



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*Notice of Meeting and Agenda and Minutes
March 03, 2014*

COUNTY COMMISSIONERS:

9. Consider authorizing the County Judge to enter/terminate a Burn Ban Order.

Action: TABLED

10. Consider, possibly approve and receive and file Amended Road Reports of each Jefferson County Commissioner with the County Clerk with a copy in the Grand Jury Room as required by Sec. 251.005, Texas Transportation Code.

SEE ATTACHMENTS ON PAGES 159 - 163

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

11. Consider, possibly nominate and approve the advisory board for the Jefferson County CERTZ pursuant to Texas Transportation Code Sec 222.1071. The following advisory board members are hereby appointed and they shall serve for a term of two years. (Said board members are to serve without compensation.) Members of the Advisory Board are: Darrell Hall, Tommy Jeffcoat, Robert Dubois, Robyn Deshotel, and James Bowser.

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

12. Consider and possibly approve an Order to renew and expand the Golden Pass Reinvestment Zone pursuant to Sec. 312.203, Texas Tax Code.

SEE ATTACHMENTS ON PAGES 164 - 170

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

**AGENDA ITEM****March 3, 2014**

Consider and possibly approve an Order to renew and expand the Golden Pass Reinvestment Zone pursuant to Sec. 312.203, Texas Tax Code.

Section 4. The Commissioners Court finds that such improvements made by Golden Pass LNG Terminal LP will benefit the Zone after the expiration of the agreement

Section 5. The Commissioners Court finds that renewal 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 6. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this _____ day of _____, 2014.

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

TRACT ONE
178.2 ACRES OF LAND
PART OF DIVISION A, DENNIS GAHAGAN LEAGUE, ABSTRACT NO. 123,
JEFFERSON COUNTY, TEXAS

300123-000-123300-00000-3

A tract of land containing 178.2 acres of land out of and part of Divisions A, Dennis Gahagan League, Abstract No. 123; said Division being according to the partition of the Dennis Gahagan League as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas; said tract being more fully described by metes and bounds as follows, to wit:

COMMENCING at a common corner of Division B and Division 8 on the South line of Division A; said corner being marked by a concrete monument with a brass disc set by Houston Oil Company in March 1939 and identified as G-71;

THENCE North 70 deg., 03 min., 15 sec., East, on the common line of said Divisions A and 8, a distance of 758.40' to a Houston Oil Company concrete monument found and identified as G-72;

THENCE North 71 deg., 30 min., 39 sec., West, a distance of 7865.00' to a point;

THENCE South 08 deg., 00 min., 00 sec., West, a distance of 273.44' to a point for corner of the POINT OF BEGINNING on the Southerly bank line of the Sabine Neches Ship Channel; said point for corner being the Northeast corner of the herein described tract;

THENCE South 08 deg., 00 min., 00 sec., West, a distance of 54.35' passing a ½" steel rod, capped and marker "SOUTEX", found for reference point; continuing for a total distance of 2674.77' to a ½" steel rod found, capped and marked "SOUTEX", found for corner;

THENCE South 84 deg., 00 min., 00 sec., East, a distance of 2981.70' to a point for corner for the Southeast corner of the herein described tract; from which a Houston Oil Company concrete monument found and identified as G-61 bears South 84 deg., 00 min., 00 sec., East, a distance of 607.90';

THENCE West, a distance of 4724.56' to a ½" steel rod set, capped and marked "SOUTEX" on the Easterly right of way line of a dedicated road named State Highway 87; said 1/2" steel rod being the Southwest corner of the herein described tract;

THENCE on the Easterly right of way line of said State Highway 87, on the arc of a curve to the right having a radius of 2804.79', on arc length of 572.45', a chord bearing of North 10 deg., 04 min., 08 sec., West, a chord distance of 571.46' to a ½" steel rod set, capped, and marked "SOUTEX" for corner;

THENCE North 04 deg., 13 min., 19 sec., West, continuing on the Easterly right of way line of said State Highway 87, a distance of 2612.47' to a ½" steel rod set, capped, and marked 'SOUTEX" for corner;

THENCE continuing on the Easterly right of way line of said State Highway 87, on the arc of a curve to the left having a radius of 2924.79', an arc length of 739.27', a chord bearing of North 11 deg., 25 min., 52 sec., West, a chord distance of 737.30' to a ½" steel rod set, capped and marked 'SOUTEX" for the Northwest corner of the herein described tract;

THENCE South 59 deg., 40 min., 00 sec., East, a distance of 1403.91' to a 1" steel pipe found for corner;

THENCE North 27 deg., 39 min., 24 sec., East, a distance of 543.75' passing a ½" steel rod set, capped, and marked "SOUTEX" for reference point; continuing for a total distance of 638.86' to a point for corner on the Southerly bank line of said Sabine Neches Ship Channel;

THENCE on the Southerly bank line of said Sabine Neches Ship Channel:

South 40 deg., 29 min., 12 sec., East, a distance of 150.04' to a point for corner;

South 50 deg., 38 min., 39 sec., East, a distance of 122.83' to a point for corner;

South 56 deg., 37 min., 20 sec., East, a distance of 332.84' to a point for corner;

South 35 deg., 23 min., 13 sec., East, a distance of 142.19' to a point for corner;

South 50 deg., 13 min., 11 sec., East, a distance of 237.49' to a point for corner;

South 66 deg., 09 min., 57 sec., East, a distance of 356.69' to the POINT OF BEGINNING and containing 178.2 acres of land.

Note: All bearings and distances are based upon State Plane Coordinate Grid System, NAD 83, Texas South Central Zone, Scale Factor = 0.999891228

Note: All of the Divisions referred to above are according to the partition of the Dennis Gahagan League, Abstract No. 123, Jefferson County, Texas, as shown on a map or plot recorded in Volume T, Page 181, Deed Records, Jefferson County, Texas.

This description is based on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on October 12, 2005

Golden Pass LNG Terminal LP
LS-05-1004

TRACT TWO
25.76 ACRES OF LAND (SUBMERGED)
PART OF DIVISION A, DENNIS GAHAGAN LEAGUE, ABSTRACT NO. 123,
JEFFERSON COUNTY, TEXAS

300123-000-123500-00000-8

A tract of land 25.76 acres of land, being submerged land out of and part of Divisions A, Dennis Gahagan League, Abstract No. 123; said Division being according to the partition of the Dennis Gahagan League as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas; said tract being more fully described by metes and bounds as follows, to wit:

COMMENCING at a common corner of Division B and Division 8 on the South line of Division A; said corner being marked by a concrete monument with a brass disc set by Houston Oil Company in March 1939 and identified as G-71;

THENCE North 70 deg., 03 min., 15 sec., East, on the common line of said Divisions A and 8, a distance of 758.40' to a Houston Oil Company concrete monument found and identified as G-72;

THENCE North 71 deg., 30 min., 39 sec., West, a distance of 7865.00' to a point for corner for the POINT OF BEGINNING and being an angle point on the Easterly line of the herein described tract;

THENCE South 08 deg., 00 min., 00 sec., West, a distance of 273.44' to a point for corner on the Southerly bank line of the Sabine Neches Ship Channel; said point for corner being the Southeast corner of the herein described tract;

THENCE on the Southerly bank line of said Sabine Neches Ship Channel;

North 66 deg., 09 min., 57 sec., West, a distance of 356.69' to a point of corner;

North 50 deg., 13 min., 11 sec., West, a distance of 237.49' to a point for corner;

North 35 deg., 23 min., 13 sec., West, a distance of 142.19' to a point for corner;

North 56 deg., 37 min., 20 sec., West, a distance of 332.84' to a point for corner;

North 50 deg., 38 min., 39 sec., West, a distance of 122.83' to a point for corner;

North 40 deg., 29 min., 12 sec., West, a distance of 150.04' to a point for corner for the Southwest corner of the herein described tract;

THENCE North 27 deg., 39 min., 24 sec., East, a distance of 762.62' to a point for corner on the called centerline of said Sabine Neches Ship Channel; said point for corner being the Northwest corner of the herein described tract;

THENCE on the called centerline of said Sabine Neches Ship Channel, on the arc of a curve to the left having a radius of 9573.41' on arc length of 944.77', a chord bearing of South 68 deg., 28 min., 54 sec., East, a chord distance of 944.38' to a point for corner;

THENCE South 71 deg., 30 min., 39 sec., East, continuing on the centerline of said Sabine Neches Ship Channel, a distance of 141.95' to a point for corner for the Northeast corner of the herein described tract;

THENCE South 18 deg., 29 min., 21 sec., West, a distance of 843.99' to the POINT OF BEGINNING and containing 25.76 acres of land, being submerged land.

Note: All bearings and distances are based upon State Plane Coordinate Grid System, NAD 83, Texas South Central Zone, Scale Factor = 0.999891228.

Note: All of the Divisions referred to above are according to the partition of the Dennis Gahagan League, Abstract No. 123, Jefferson County, Texas, as shown on a map or plot recorded in Volume T, Page 181, Deed Records, Jefferson County, Texas.

This description is bases on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on October 12, 2005

Golden Pass LNG Terminal LP
LS-05-1004A

EXHIBIT D – “List of HUB/ DBE Companies”

Minority Business Directory

*** Indicates certification as a HUB/DBE has been obtained**

Accountants/ Certified Public

ComPRO Tax
Denise White
2720 N. 11th Street
Beaumont, TX 77703
Tel: 409-924-7777
Fax: 409-924-0610
Website: www.comprotax.com

Fedric Zeno, Sr.
ComPRO Tax, Inc.
2905 Laurel Ave.
Beaumont, TX 77703
Tel: 409-832-1099
Fax: 409-832-2108
Home: 409-840-5129
Email: zenoandassociate@aol.com

Gayle Botley
Botley & Associates, CPA's
Tel: 409-833-8757

Joanne Spooner
South Park ComPRO Tax
4390 Highland Avenue
Beaumont, TX 77705
Tel: 409-832-8299
Fax: 409-832-1661
Website: www.comprotax.com

*Stephanie Clark
The Ann Group
2700 Blanchette St. (01)
Tel: 409-813-3696
Fax: 409-813-3404
Email: sclark@theanngroup.com

Mr. Yusuf Muhammad
ComPRO Tax
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-832-3565
Fax: 409-832-2252
Website: www.comprotax.com

Ms. Margaret Bostic
That Too
Tel: 409-842-6966

Advertising & Public Relations

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P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222
Website: www.haynespr.com

Texas Black Pages
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222
Website: www.texasblackpages.com

Agricultural

Lloyd J. Hebert
Cooperative Extension Program
1295 Pearl St
Beaumont, TX 77701
Tel: 409-835-8461
Cell: 409-351-1331

Air Conditioning Repair

Big-O Air Conditioning & Heating
1370 Lavaca
Beaumont, TX 77705
Tel: 409-833-4817
Cell: 409-656-0827

J&W A/C Heating
Ivory Joe Harris
5465 Emerald Dr.
Beaumont, TX 77705
Tel: 409-842-2389

Jon D. Welch
Coushatta
P.O. Box 13071
Beaumont, TX 77726
Tel: 409-899-2552
Email: jon@coushatta-services.com
Website: www.coushatta-services.com

LanLos Appliance & Air Conditioning Repair
P.O. Box 5513
Beaumont, TX 77726
Tel: 409-724-4101

Villery's
Refrigeration & Air Conditioning Service
Tel: 409-838-2233

Barbecue/ Caterers

Charlie Dean
Dean's Bar-B-Q & Catering
805 Magnolia
Beaumont, TX 77701
Tel: 409-835-7956

Eugene Sam
Tillmans Barbecue Pit
1104 Sherman St
Beaumont, TX 77701
Tel: 409-838-5592

Gerard's Barbecue Diner
3730 Fannett Rd
Beaumont, TX 77705
Tel: 409-842-9135

Jack Patillo Barbecue
2775 Washington Blvd.
Beaumont, TX 77705
Tel: 409-833-3154

Leonard Broussard
Broussard's Bar-B-Q
2930 S. 11th Street
Beaumont, TX 77701
Tel: 409-842-1221

*Mouton's Catering
3845 Washington Blvd
Beaumont, TX 77705
Tel: 409-842-4933

Carpet/ Flooring

*Alton & Michelle Babineaux
Bab's Carpet
4940 Highland Ave.
Beaumont, TX 77705
Tel: 409-833-7484
Fax: 409-790-4218

Delores Fruge
Power Stretch Carpet
502 S. 4th St.
Beaumont, TX 77701
Home: 409-832-8626
Cell1: 409-617-1862
Cell2: 409-338-9907
Fax: 409-833-3230

Raymon and Sharonne Morris
Morris and Morris Floor Covering
4515 Ironton
Beaumont, TX 77703
Home: 409-833-5011
Tel: 409-553-9861

Computer Service & Repair

Chris Martin
601 Woodworth
Port Arthur, TX 77642
Tel1: 409-982-3528
Tel2: 409-982-3529

David Leaven / Marcus Frank
F & L Computer Solutions
P.O. Box 328-A
Winnie, TX 77665
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Consultant

Felicia Young, Owner
Five Star Business Solutions
Tel: 409-466-6038

Contractors / Construction Services / Community Development /
Home Builders

Al Armstrong
SEATECH
3227 Highland Ave
Beaumont, TX 77701
Tel: 409-350-5620

Albert Ceaser
CMM Construction
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Arthur Limbrick, Sr.
Lim Construction, Inc.
Commercial & Residential Building
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Fax: 409-842-9141
Cell: 409-338-0832

Celestine's Construction
510 Palm St.
Beaumont, TX 77705
Tel: 409-832-1342

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Coastal Industrial Services, Inc.	
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Cell: 409-728-5072	Email: www.coastaltxs@aol.com

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Alamo Contractors

Don LaFleur
Don LaFleur Construction & Homes
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Wise Barricades
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Joe Wheaton Construction Co.

Johnny Casmore
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Beaumont, TX 77708
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Perkins brown
Brown Fencing & construction
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 Richard Tel: 281-895-7773
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 GP Industrial Contractors, Inc.
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 Kenebrew Masonary
 Tel: 409-866-3310

Commodities

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 9545 Riggs Street
 Beaumont, TX 77707
 lomageorge@att.net
 Tel: 409-782-4086

Copy Services

Jeanette Rideau
 Reliable Copy Service
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 Beaumont, TX 77705
 Tel: 409-835-1218
 Fax: 409-838-0064
 Email: jeanetteRCS@sbeglobal.net

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Golden Triangle Minority Council, Inc.
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Fax: 409-898-8077
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Website: www.gtnbc.com

Electrical/ Mechanical Contractors

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Engineers

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Florists- Retail

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Home Repair & Maintenance

Clinton Ford
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 Beaumont, TX 77708
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 Consulting Business Development
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 Houston, TX 77063
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Frank and Cooper, Inc.
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Thelma Jefferson
Discount Medical & Dental
5125 Folsom
Beaumont, TX 77706
Tel1: 409-899-9194
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Investment

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Edward Jones
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Beaumont, TX 77706
Tel1: 409-896-5852
Toll Free1: 888-368-2620
Toll Free2: 888-898-7188
Website: www.edwardjones.com

Lawn Care

Ava S. Hamilton
B & A Lawn Care Service
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Tel1: 409-866-9399
Tel2: 409-651-9955
Tel3: 409-651-9954

*Michael Alfred
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Logistic

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 Beaumont, TX 77720
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Misc.

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 M&R Cleaning Services
 Tel: 409-833-4535

Delois Roy
 Art World
 Tel: 409-892-7638

J.M. Kaufman
 J.M. Kaufman Materials Co.
 Tel: 409-985-4906

James Holmes
 James Holmes Enterprises, Inc.
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*Toni Prados
Area Impressions Caps & T's
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Email: bprados@swbell.net

Office Supply

Howard Giron
Select Business Products
P.O. Box 22741
Beaumont, TX 77720
Tel: 409-866-3224
Fax: 409-866-1401

Pest Control

Colton (Bubba) Moore, Owner
Moore Superior Pest Control, Inc.
Tel: 409-899-1799

Photography

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2705 S. Fourth St
Beaumont, TX 77705
Tel: 409-794-5376
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Email: haynes.haynes@sbcglobal.net

Johnny Beatty Barry
Photographer & Videographer
2906 Roberts St.
Beaumont, TX 77701
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Sonny Perkins
Sonny's Video
2290 Morrison
Beaumont, TX 77701
Tel: 409-832-9380

Plumbing

A.J.
Martha's Sewage and Drainage Service
2370 Columbia Street

Beaumont, TX 77701
Tel: 409-833-2796

Charles chevis
Joe Simon Plumbing & Heating
Tel: 409-842-0490

News/ Media/ Publications

Angel San Juan
KFDM 6 & WB 10 KWBB
P.O. Box 7128
Beaumont, TX 77726-7128
Tel: 409-895-4661
Fax: 409-892-7305
Email: angels@kfdm.com

Helen Hunter Tubbs
Spotlight Magazine
P.O. Box 41203
Beaumont, TX 77725
Tel: 409-832-3494
Fax: 409-832-6171

Jesse Samuels, Sr.
Cumulus
755 S. 11th Street, Suite 102
Beaumont, TX 77701
Tel: 409-833-9421
Fax: 409-833-9296
Home: 409-983-5404

Jessie Haynes
NAC Publishing- 10 Stupid Things
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222

Mr. A. B. Bernard
EGI Enterprise
PO Box 22077
Beaumont, TX 77720-2077
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Fax: 409-833-0744

Ms. Vicke Frank
KZZB Radio

2531 Calder Ave.
Beaumont, TX 77702
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Fax: 281-424-7588

Tracie Payne
CUSH Magazine
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Beaumont, TX 77720
Tel: 409-212-1111
Website: www.cush.com

Purchasing/ Procurement

Odell Wynn
WGN Procurement
2626 South Loop West, Suite 545
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Real Estate

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Restaurants

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 Southern Delight Restaurant
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 Beaumont, TX 77705
 Tel: 409-840-5025

Frank Owens, Proprietor
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 Beaumont, TX 77701
 Tel: 409-838-4723

Nolan Hines, Jr.
 Taste of Orleans
 672 Orleans St.
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 Tel: 409-833-9460
 Cell: 409-553-4632
 Fax: 409-833-9470
 Website: www.tasteoforleansonline.com

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John & Lawrence
 Norman & Norman Roofing
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 Lawrence Tel: 409-838-4266

Sanitary Supply

Armstead Price, Owner
 MVP Janitorial Inc.
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 Beaumont, Tx 77720
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 Cell: 409-454-5100

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 Fax: 409-842-0594
 Pager: 409-726-3624

The Invisible Armor
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Erwin Charles
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Delisa Bean
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Jerry P. Bernard

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Joseph Charles
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Mrs. Shelia M. Mire
W&S Mire Trucking

Roland Eaglin
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Bernard Simon
Mirror Shine & Shoe Repair
657 Park
Beaumont, TX 77701
Tel: 409-835-5722

Exhibit E (SCHEDULE I)
“Tax Abatement Schedule”

Tax Year		Abatement Percentage
1.	2019	100%
2.	2020	100%
3.	2021	100%
4.	2022	100%
5.	2023	100%
6.	2024	100%
7.	2025	100%
8.	2026	100%
9.	2027	100%
10.	2028	100%

EXHIBIT F

(Reporting Template)

EPC Vendor Reporting

REPORTING DATE: 03/06/2007 16:00:00

Description of Work / Service	Vendor Name	Address	City	State	Zip	Local Presence	Port Arthur Presence	Explanation why Local Vendor was not Utilized	Order Issued	Order Value

*Local Presence- Supplier/Vendor has a office in region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler, Chambers Counties as well as the Bolivar Peninsula area of Galveston County
 *Port Arthur Presence- Supplier/Vendor has a local office in Port Arthur

\$0:

- EPC Evaluators Code
- A Terms and Conditions not accepted
 - B Declined
 - C No response
 - D Not lowest cost
 - E Incomplete Proposal
 - F Not enough Insurance Coverage for particular job
 - G Cannot deliver in a timely manner
 - H Other (include description of other exception)
 - I

**AGENDA ITEM****June 22, 2015**

Consider, possibly approve and authorize the County Judge to execute Tax Abatement Agreements between Jefferson County, Texas and Golden Pass Products LLC for Train 2 and Train 3 of the overall expansion project at Sabine Pass, Texas pursuant to Sec. 312.401, Texas Tax Code.



STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

§

**ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE
REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Golden Pass Products LLC, a limited liability company authorized to do business in Texas. (hereinafter sometimes referred to as "COMPANY" OR "OWNER").

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Golden Pass Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated March 3, 2014 (hereinafter referred to as the "REINVESTMENT ZONE")

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of a new Natural Gas Liquefaction and Related Export (Train 3 of contemplated construction) facility and related improvements (hereinafter referred to as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being within the Golden Pass Reinvestment Zone, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "C." It is understood and agreed that the Reinvestment Zone boundary is subject to revision based on the final construction plan of the Project, and the County agrees to take the steps necessary to amend the Reinvestment Zone boundary upon request of the COMPANY.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING THE GOLDEN PASS REINVESTMENT ZONE, WHICH ADOPTED THE GOLDEN PASS REINVESTMENT ZONE.

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

“Base Year Value” means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. Owner will, in consultation with the Jefferson County Appraisal District, provide the County with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

“Base year”, for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

“Taxable Value” for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation is 15% of cost (“Intended Maximum”), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately claims an amount in excess of the Intended Maximum (such amount the “Exempt Property Excess”), the percentage of abatement described in the “Abatement Schedule” shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2020 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

“Completion” as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

“Final Investment Decision” means a positive final investment decision in respect of the investment and construction of the PROJECT.

“Full-time job”, as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the region average weekly wage for manufacturing jobs in the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County.

“Payment in Lieu of Taxes” If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2020 and shall terminate on December 31, 2029, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2019, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on Exhibit E (Schedule I): Tax Abatement Schedule,” OWNER shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the third quarter, 2021, maintain a level of not less than 20 new full-time jobs, using headcount as of January 1, 2019 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 20 full-time jobs for total on site employment by owner during said term. In the event that such employment falls below 20 full-time

jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$s
 A2 = revised Abatement \$s
 E1 = 20 full-time jobs
 E2 = revised employee count
 $A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$2,500,000,000.
- d. Make available to the COUNTY, upon the COUNTY providing five days advance notice to enter the PROJECT site to review, information concerning the details of contractor bids per Exhibit F, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process.
- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, e.g., piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
 - (i) Local labor” is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. “Local vendors” and “local suppliers” shall include those located or having a principal office in the nine county region referenced above. “Local subcontractors” shall include those located or having a principal office in the nine county region referenced above.
 - (ii) OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in

operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER'S annual letter of compliance (Exhibit F). OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.

- iii) OWNER agrees to provide public notice for bidding information to local qualified contractors, vendors, manufacturers and labor to allow them to have sufficient information and time to submit their bids, and pre-bid meetings shall be held between OWNER and potential local bidders and suppliers of services and materials.

- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers in connection with the PROJECT; (Exhibit F).

- h. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and

- i. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
 - (i) A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.

 - (ii) A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.

- (iii) A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
- (iv) Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:
 - j. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/ DBE vendors, suppliers and sub-contractors;
 - k. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
 - l. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
 - m. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and
 - n. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of union or non-union, local and HUB/DBE vendors, suppliers or sub- contractors.

6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit E (Schedule D): "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

7. QUARTERLY MONITORING MEETINGS

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Appraisal District will establish the certified values of Eligible Property as of January 1, 2015, as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule (Exhibit E: Schedule D)" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of Owner's abatement shall be made should any reduction to Taxable Value of Owner's Eligible Property result from a Force Majeure event.

In the event the Owner reduces its ad valorem taxes on personal property otherwise payable to the County by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties

hereto stipulate and agree that the certified appraisal value for this property, as calculated by the Jefferson County.

It is understood and agreed that if, with respect to any tax year during the abatement, the Owner prevails in an action to contest the appraised value of any and all industrial realty improvement accounts that pertain to this agreement on the basis of unequal appraised as defined by Property Tax Code Section 42.26, the following will occur:

- a. the abatement will be recalculated for any adjustments due to the contract floor; and,
- b. the abatement will be further reduced dollar for dollar for any amount that the value of the industrial realty improvements as determined by the Court is reduced from the value as set by the Appraisal Review Board for the tax year under contest.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. OWNER represents that the exempt value of such pollution control property will not exceed fifteen percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT. OWNER agrees that in the event the exempt value of such pollution control property exceeds fifteen percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT, the abated value will be reduced accordingly.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved

of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

12. ASSIGNMENT

OWNER may assign this AGREEMENT, or a portion of this AGREEMENT, to an Affiliate of all or a portion of the OWNER's Qualified Property and/or the OWNER's Qualified Investment, provided that the OWNER shall provide written notice of such assignment to the COMMISSIONERS COURT of such assignment. OWNER may also assign this AGREEMENT, or a portion of this AGREEMENT, to a new owner or lessee of the same PROJECT, or a portion thereof, upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the court to withhold approval if Owner or the proposed assignee is liable to the County for outstanding taxes or other obligations.

13. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

14. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

15. OPTION TO CANCEL AGREEMENT

Notwithstanding anything in this Agreement to the contrary, in the event the OWNER determines at any time prior to the Abatement Period, that a positive Final Investment

Decision will not be reached, the OWNER may terminate this Agreement by providing written notice of termination to the COMMISSIONER'S COURT, in which case this Agreement shall become null and void as of the date of the notice provided by OWNER.

16. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

 Company
 By: _____
 Title: _____
 Address: _____

COUNTY: Hon. Jeff R. Branick, County Judge
 Jefferson County Texas
 P.O. Box 4025
 Beaumont, Texas 77704
 (409) 835-8466
 (409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney
 Criminal District Attorney
 1149 Pearl Street, 3rd Floor
 Beaumont, Texas 77701
 (409) 835-8550
 (409) 835-8573 (facsimile)

Mr. Fred L. Jackson,
 First Assistant: Staff Attorney
 Jefferson County Courthouse
 P. O. Box 4025,
 Beaumont, Texas 77704
 (409) 835-8466
 (409) 839-2311 (facsimile)

17. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

18. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

19. APPLICABLE LAW AND VENUE

This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

20. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the ___ day of _____, 201__

FOR THE COUNTY:

Hon. Jeff R. Branick, County Judge
Jefferson County, Texas

By: _____

Title:

Golden Pass Products LLC "COMPANY"

Exhibits to Golden Pass Products LLC Train 2 Abatement Agreement

Exhibit A“Description of Project”

Exhibit B“Base Year Property”

Exhibit C“Reinvestment Zone”

Exhibit D“List of HUB/DBE Companies”

Exhibit E (SCHEDULE D)...“Tax Abatement Schedule”

Exhibit F“Reporting Template”

EXHIBIT A
“Description of Project”

Golden Pass Products (GPP) and Golden Pass Pipeline LLC (collectively, “Golden Pass”) propose to own, site, construct, and operate a liquefied natural gas (“LNG”) export project (“GPX Project”). The GPX Project consists of:

- (1) The Export Facility, which will be constructed adjacent to the Golden Pass LNG Terminal LLC (“GPLNG”) import terminal site, located onshore at the Sabine-Neches Waterway in Jefferson County, Texas; and
- (2) Additions to the existing Golden Pass Pipeline LLC system (“GPPL”) by construction of approximately a total of three to four miles of new 24 inch pipeline in two non-contiguous loops and up to four new compressor stations with all necessary integration interconnections for bi-directional service. *Note: Not all these additions will be within the reinvestment zone therefore not subject to this abatement application.*

The planned GPX Project will be located on over 1,100 acres owned or controlled by GPP affiliates in Jefferson County, Texas (See Exhibits “B” & “C”). The GPX Project will allow Golden Pass to receive natural gas from domestic sources, convert natural gas to LNG, store, load, and export that LNG. GPX Project will be constructed and operated contiguous to and integrated with the GPLNG terminal and GPPL. This will enable Golden Pass to maximize use of the existing GPLNG terminal and GPPL facilities, to provide for bi-directional service and thus allow for exportation and importation of natural gas. GPP will construct three liquefaction trains with a nominal total production capacity of 15.0 million metric tons per annum (MTPA) of LNG for export (each having a nominal throughput of 5.0 million MTPA). The Project is expected to be constructed in phases, with each LNG train commencing operations approximately six to twelve months after the previous train. *A separate Chapter 312 Abatement is being filed for each train. This application is for the second train of the Project and all newly installed and constructed supporting infrastructure improvements including, but not limited to, land improvements, tanks, intra-plant piping, pumps, refrigeration equipment, compression, utilities, plant control equipment, pollution control equipment, buildings and associated equipment to support these major components.*

The GPX Project includes, but is not limited to, the following major components described below.

- a) Inlet gas treating systems utilizing amine for carbon dioxide, hydrogen sulfide removal followed by molecular sieve dehydration. Water and heavy hydrocarbons will be removed by dehydration units, scrubbers and separators.

- b) Liquefaction capability Train #2 will have a nominal throughput capacity of 5.0 MTPA. This process train will include the following components:
- i. Propane pre-cooling, mixed refrigerant LNG process (also known as the C3MR process) utilizing two gas-fired turbines;
 - ii. Coil wound main cryogenic heat exchangers for liquefaction and sub-cooling.
- c) Nominal electrical power generation of up to 100 megawatts.
- d) Associated utilities, equipment and air coolers.
- e) Interconnections to existing import facilities and controls.
- f) The addition of LNG storage tank pumps to accommodate loading operations.
- g) Central control room and terminal isolation equipment.
- h) Optimization of facility processes to allow for import and export capabilities.

EXHIBIT B
“Base Year Property”

The proposed Reinvestment Zone contains improvements
This base year taxable value as certified will be attached, by consent of the parties, when
same is calculated and adopted by the Jefferson County Appraisal District.

“Pending Final Appraisal”

Exhibit B
Base Year Properties of Affiliated Companies in Jefferson County, Texas

Owner: Golden Pass LNG Terminal LLC				
Jefferson County Account No.	CAD Reference No.	Property Description	Other	2015 Taxable Value *
Terminal Plant Facilities				
530730-000-000010-00100	530730000010	Terminal Tract; Sabine Pass; Site Facilities; Terminal Abatements		-
530730-000-000040-00000	530730000040	Terminal Tract; TCEQ Exemptions		-
Terminal F&F, Equipment, Business Vehicles				
530730-000-000050-00000	530730000050	Personal Property on site (Furniture, Fixtures, Equipment, Business Vehicles)		-
530730-000-000060-00000	530730000060	Personal Property (capital spares) @ IAS (Incl. Apparatus Services) warehouse, Beaumont		-
Terminal Inactive				
530730-000-000015-00000	530730000015	Terminal Tract; Ship Berths 1&2; Sabine Pass; Included In 530730000010		-
530730-000-000045-00000	530730000045	Terminal Tract; TCEQ Exemptions pending negotiation; included in 530730000040		-
530730-000-000070-00000	530730000070	Personal Property @ JMB Warehouse, Beaumont		-
530730-000-000080-00000	530730000080	LNG Inventory in tanks		-
Terminal Real Property				
300123-000-005000-00000	300123005000	Tr 3-13 19 56 66 & 71-73 123 D Gahagen, 250.8 acres Lot 3 4; Agricultural Exemption property	gross appraised	-
300123-000-123200-00000	300123123200	Tr 118 143.124 acres; 162.997 acres; 170.079 acres 123 D Gahagen (476.2 total acres)		-
300123-000-123300-00000	300123123300	Tr 119 149.017 acres; 29.183 acres 123 D Gahagen (178.2 total acres); Agricultural Exemption property	gross appraised	-
300123-000-123400-00000	300123123400	Tr 120 (Part of Div A) 123 D Gahagen 174.600 acres (submerged land)		-
300123-000-123400-00000	300123123400	Tr 121 (Part of Div A) 123 D Gahagen 25.760 acres (submerged land)		-
300123-000-123500-00000	300123123500	Tr 122 (Part of Div A) 123 D Gahagen 25.760 acres (submerged land)		-
TOTAL AD VALOREM TAXABLE VALUE: Golden Pass LNG Terminal LLC				<hr/>
Owner: Golden Pass Pipeline LLC				
Pipeline Miscellaneous				
531130-000-000010-00000	531130000010	Misc Spare Parts on site		-
Pipeline Fixed Equipment				
531130-000-000012-00000	531130000012	Centana Tap		-
531130-000-000014-00000	531130000014	Centana/GTS Tap		-
531130-000-000016-00000	531130000016	Beaumont Lateral Tap		-
531130-000-000017-00000	531130000017	Golden Pass Tee		-
531130-000-000018-00000	531130000018	Tejas/Texas Interconnect		-
Pipeline 42" Installed				
531130-000-000030-00000	531130000030	Segment 6874-78888	13.6 miles	-
531130-000-000040-00000	531130000040	Segment 78888-98817	3.8 miles	-
531130-000-000050-00000	531130000050	Segment 98817-108491	3.2 miles	-
531130-000-000060-00000	531130000060	Segment 108491-25594	1.8 miles	-
531130-000-000070-00000	531130000070	Segment 25594-138917	2.6 miles	-
531130-000-000080-00000	531130000080	Segment 138917-144414	1.0 miles	-
531130-000-000090-00000	531130000090	Segment 144414-147297	0.6 miles	-
531130-000-000100-00000	531130000100	Segment 147297-149393	0.4 miles	-
531130-000-000110-00000	531130000110	Segment 149393-151486	0.4 miles	-
531130-000-000120-00000	531130000120	Segment 151486-159708	1.6 miles	-
TOTAL AD VALOREM TAXABLE VALUE: Golden Pass Pipeline LLC				<hr/>

* Net of Agricultural Exemption where appropriate

EXHIBIT C – “Reinvestment Zone”

COUNTY COMMISSIONERS:

4. Consider the Resolution Approving Action of Jefferson County Industrial Development Corporation as to a Thirteenth Supplemental Trust Indenture and Security Agreement and Relating to the Remarketing on December 30, 2013 of its Hurricane Ike Disaster Area Revenue Bonds (Jefferson Refinery, LLC Project) Series 2010 and related matters.

SEE ATTACHMENTS ON PAGES 21 - 25

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

5. Consider, possibly approve and receive and file renewal of the Golden Pass Reinvestment Zone, pursuant to Section 312.203, Texas Property Redevelopment and Tax Abatement Act.

SEE ATTACHMENTS ON PAGES 26 - 45

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

Abstained: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

6. Consider and possibly approve, execute, receive and file reappointment of Doug Almond to the Jefferson County Emergency Services District # 3 Board of Commissioners for a 2 year term effective January 01, 2015.

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

STATE OF TEXAS § IN THE COMMISSIONERS COURT
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON
COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE
PURSUANT TO SEC 312. 203 OF THE TAX CODE
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the ____ day of _____, 2013 on motion made by _____, Commissioner of Precinct No _____, and seconded by _____, Commissioner of Precinct No _____, the following Order was adopted

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to renew the Order establishing the Golden Pass Reinvestment Zone near Sabine Pass, Jefferson County, TX, pursuant to Sec. 312. 203, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS

- Section 1. That the Commissioners Court hereby renews the designation of the property, (Golden Pass Reinvestment Zone,) further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone")
- Section 2 That the Commissioners Court finds that the Zone area continues to meet the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas and a tax abatement agreement has been executed and currently exists between Golden Pass LNG Terminal LP and Jefferson County

Section 5. The Commissioners Court finds that such improvements made by Golden Pass LNG Terminal LP will benefit the Zone after the expiration of the agreement

Section 6. The Commissioners Court finds that renewal 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 _____, 2013.

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"

123

STATE OF TEXAS § IN THE COMMISSIONERS COURT
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

**AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS
DESIGNATING A REINVESTMENT ZONE PURSUANT TO SEC. 312.201 OF THE
TAX CODE (THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)**

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 20th day of June, 2005, on motion made by Everette "Bo" Alfred, Commissioner of Precinct No. 4, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Order was adopted:

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, Golden Pass LNG desires to develop a liquefied natural gas terminal facility, which will involve a significant investment and expansion of the region's job base; and

WHEREAS, it is in the best interest of the county to designate the Golden Pass LNG facility near Port Arthur a reinvestment zone, pursuant to Sec. 312.201, Tax Code (The Property Redevelopment and Tax Abatement Act).

**IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF
JEFFERSON COUNTY, TEXAS:**

- Section 1. That the Commissioners Court hereby designates the Gold Pass LNG facility near Port Arthur as a Reinvestment Zone (the "Zone").
- Section 2. That the Commissioners Court finds that the Zone area meets the qualifications of the Act.
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas.
- Section 4. That the Commissioners Court held a public hearing to consider this Order on June 20, 2005.

AGENDA ITEM NO. 11



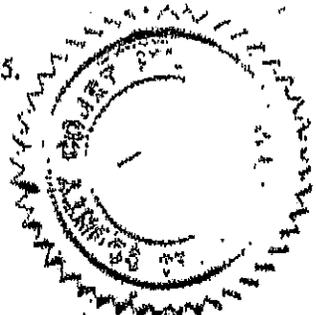
EXHIBIT "A"
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FILED IN JUNE 2005
COUNTY CLERK'S OFFICE

124
20

- 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 or attract major investment to the Zone 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 20th day of June, 2005.

 JUDGE CARL R. GRIFFITH, JR.
 County Judge



 COMMISSIONER EDDIE ARNOLD
 Precinct No. 1

 COMMISSIONER WAYMON D. HALLMARK
 Precinct No. 3

 COMMISSIONER MARK L. DOMINGUE
 Precinct No. 2

 COMMISSIONER EVERETTE D. ALERED
 Precinct No. 4

EXHIBIT "A"

45 125

Special Session, June 20, 2005

There being no further business to come before the Court at this time, same is now here adjourned on this date, June 20, 2005.

ATTEST:

Carolyn L. Guidry
County Clerk

Carl R. Griffith, Jr.
County Judge

I CERTIFY THIS IS A TRUE COPY
Witness my Hand and Seal of Office
JUN 21 2005
CAROLYN L. GUIDRY, COUNTY CLERK
JEFFERSON COUNTY, TEXAS
BY DEPUTY
Theresa Goodness

EXHIBIT "A"

126

TRACT ONE
476.2 ACRES OF LAND PART OF DIVISIONS A & B, DENNIS GAHAGAN
LEAGUE, ABSTRACT NO. 123
JEFFERSON COUNTY, TEXAS

A tract of land containing 476.2 acres of land, out of and a part of Divisions A and B of the Dennis Gahagan League, Abstract No. 123; said Divisions being according to the partition of said Dennis Gahagan League as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas; said tract being more fully described by metes and bounds as follows, to wit:

BEGINNING at a common corner of Division B and Division 8 on the South line of Division A; said corner being marked by a concrete monument with a brass disc set by Houston Oil Company in March 1939 and identified as G-71;

THENCE South 19 deg., 57 min., 49 sec., East, on the common line of Division B and Division 8, a distance of 879.94' to a 2" steel pipe found for corner;

THENCE South 69 deg., 59 min., 21 sec., West, on the North line of Tract 2 described in Special Warranty Deed dated September 22, 1978, from Katherine Belle B. Doyle, et al., to Howell Cobb, Trustee, recorded in Vol. 2116, Page 85, Deed Records, Jefferson County, Texas, a distance of 1000.08' to a 1" steel pipe found for the Northwest corner of said Tract 2;

THENCE South 19 deg., 59 min., 37 sec., East, on the West line of said Tract 2, a distance of 1134.83' to a ½" steel rod set, capped and marked "SOUTEX" for corner;

THENCE South 70 deg., 00 min., 23 sec., West, on the North line of a tract of land set aside to Emma V. Joesting in Decree, recorded in Vol. 368, Page 608, Deed Records, Jefferson County, Texas and a portion of a tract of land set aside to Daisy M. Roche in Decree, recorded in Vol. 368, Page 608, Deed Records, Jefferson County, Texas, a distance of 1534.37' to a ½" steel rod set, capped and marked "SOUTEX" for corner;

THENCE North 63 deg., 04 min., 53 sec., West, a distance of 2576.83' to a ½" steel rod set, capped and marked "SOUTEX" for corner on the common line of said Division B and Division 12;

THENCE North 21 deg., 01 min., 38 sec., East, on the common line of Division B and Division 12, a distance of 1126.94' to a Houston Oil Company concrete monument identified as G-61 found for corner; said concrete monument being the common corner of Division B and Division 12 and being on the South line of Division A;

THENCE North 84 deg., 00 min., 00 sec., West, a distance of 3589.69' to a ½" steel rod set, capped and marked "SOUTEX" for corner;

J. H.
S. D.

127

THENCE North 08 deg., 00 min., 00 sec., East a distance of 2620.42' passing a 1/2" steel rod set, capped and marked "SOUTEX" for reference point; continuing for a total distance of 2720.42' to a point for corner on the Southerly bank line of the Sabine Neches Ship Channel;

THENCE on the Southerly bank line of said Sabine Neches Ship Channel:

South 77 deg., 06 min., 43 sec., East, a distance of 495.18';

South 49 deg., 29 min., 15 sec., East, a distance of 39.44';

South 65 deg., 56 min., 40 sec., East, a distance of 226.93';

South 72 deg., 30 min., 23 sec., East, a distance of 260.46';

South 85 deg., 01 min., 34 sec., East, a distance of 141.74';

South 76 deg., 52 min., 07 sec., East, a distance of 133.20';

South 76 deg., 57 min., 11 sec., East, a distance of 32.22';

South 41 deg., 18 min., 28 sec., East, a distance of 50.07';

South 58 deg., 19 min., 42 sec., East, a distance of 97.16';

South 72 deg., 24 min., 52 sec., East, a distance of 130.08';

South 82 deg., 38 min., 40 sec., East, a distance of 207.23';

South 70 deg., 46 min., 13 sec., East, a distance of 44.67';

South 76 deg., 38 min., 38 sec., East, a distance of 100.77';

South 78 deg., 48 min., 29 sec., East, a distance of 91.24';

South 61 deg., 24 min., 48 sec., East, a distance of 54.00';

South 53 deg., 44 min., 45 sec., East, a distance of 121.95';

South 56 deg., 49 min., 34 sec., East, a distance of 110.17';

South 65 deg., 27 min., 43 sec., East, a distance of 93.36';

South 74 deg., 38 min., 51 sec., East, a distance of 110.03';

South 83 deg., 33 min., 57 sec., East, a distance of 99.12';

JLB
A/B

North 71 deg., 33 min., 24 sec., East, a distance of 40.68';
South 78 deg., 03 min., 12 sec., East, a distance of 55.12';
South 85 deg., 49 min., 28 sec., East, a distance of 94.09';
South 66 deg., 36 min., 20 sec., East, a distance of 86.18';
South 73 deg., 17 min., 50 sec., East, a distance of 89.98';
South 67 deg., 03 min., 41 sec., East, a distance of 137.01';
South 60 deg., 11 min., 31 sec., East, a distance of 102.81';
South 63 deg., 04 min., 18 sec., East, a distance of 80.70';
South 64 deg., 42 min., 43 sec., East, a distance of 56.25';
South 68 deg., 49 min., 52 sec., East, a distance of 99.75';
South 76 deg., 33 min., 12 sec., East, a distance of 143.39';
North 87 deg., 13 min., 53 sec., East, a distance of 64.35';
North 54 deg., 29 min., 39 sec., East, a distance of 34.86';
South 48 deg., 23 min., 43 sec., East, a distance of 29.53';
South 67 deg., 00 min., 38 sec., East, a distance of 50.58';
South 30 deg., 24 min., 47 sec., East, a distance of 34.51';
South 44 deg., 26 min., 32 sec., East, a distance of 47.89';
South 59 deg., 48 min., 57 sec., East, a distance of 68.29';
South 71 deg., 27 min., 32 sec., East, a distance of 97.11';
South 69 deg., 58 min., 28 sec., East, a distance of 160.85';
South 80 deg., 55 min., 54 sec., East, a distance of 181.89';
South 85 deg., 58 min., 01 sec., East, a distance of 155.60';
South 86 deg., 30 min., 39 sec., East, a distance of 111.34';

JCB
SD

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- North 80 deg., 51 min., 51 sec., East, a distance of 78.98';
- North 78 deg., 52 min., 20 sec., East, a distance of 83.22';
- South 89 deg., 32 min., 33 sec., East, a distance of 28.45';
- South 77 deg., 58 min., 44 sec., East, a distance of 63.60';
- South 79 deg., 18 min., 00 sec., East, a distance of 57.27';
- South 86 deg., 35 min., 49 sec., East, a distance of 103.04';
- South 85 deg., 13 min., 46 sec., East, a distance of 396.88';
- North 88 deg., 27 min., 41 sec., East, a distance of 92.18';
- North 80 deg., 00 min., 00 sec., East, a distance of 92.02';
- South 76 deg., 37 min., 16 sec., East, a distance of 61.52';
- South 70 deg., 01 min., 34 sec., East, a distance of 57.84';
- South 74 deg., 34 min., 06 sec., East, a distance of 67.61';
- South 60 deg., 07 min., 14 sec., East, a distance of 120.11';
- South 64 deg., 33 min., 16 sec., East, a distance of 92.75';
- South 69 deg., 00 min., 45 sec., East, a distance of 154.14';
- South 67 deg., 31 min., 13 sec., East, a distance of 159.69';
- South 68 deg., 40 min., 49 sec., East, a distance of 101.47';
- South 73 deg., 10 min., 32 sec., East, a distance of 159.80';
- South 80 deg., 20 min., 38 sec., East, a distance of 96.13';
- North 79 deg., 53 min., 35 sec., East, a distance of 88.33';
- North 85 deg., 36 min., 37 sec., East, a distance of 26.51';
- South 79 deg., 35 min., 19 sec., East, a distance of 112.09';
- South 73 deg., 37 min., 41 sec., East, a distance of 154.19';

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South 71 deg., 04 min., 01 sec., East, a distance of 99.88';

South 44 deg., 36 min., 50 sec., East, a distance of 152.63';

South 49 deg., 47 min., 34 sec., East, a distance of 98.16';

South 67 deg., 10 min., 09 sec., East, a distance of 128.72';

South 53 deg., 21 min., 08 sec., East, a distance of 107.67';

South 67 deg., 40 min., 47 sec., East, a distance of 194.33';

South 83 deg., 05 min., 37 sec., East, a distance of 60.77';

South 80 deg., 08 min., 37 sec., East, a distance of 153.00' to a point for corner being the intersection of the Southerly bank line of the Sabine Neches Ship Channel and the common line of Division A and Division 8;

THENCE South 70 deg., 03 min., 15 sec., West, on the common line of said Division A and Division 8, a distance of 144.38' passing a Houston Oil Company concrete monument found and identified as G-72; continuing on the common line of Division A and Division 8 for a total distance of 902.78' to the POINT OF BEGINNING and containing 476.2 acres of land.

Note: All bearings and distances based upon State Plane Coordinate Grid System NAD 83, Texas South Central Zone, Scale Factor = 0.999891228.

Note: All of the divisions referred to above are according to the partition of the Dennis Cahagan League, Abstract No. 123, Jefferson County, Texas, as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas;

This description is based on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on November 15, 2003.

Golden Pass LNG Terminal LP
LS-03-1192A

JLB
2/10

EXHIBIT "A"

131

TRACT TWO
174.6 ACRES OF LAND (SUBMERGED) PART OF DIVISION A, DENNIS
GAHAGAN LEAGUE, ABSTRACT NO. 123, JEFFERSON COUNTY, TEXAS

A tract of land containing 174.6 acres of land, being submerged land out of and a part of Division A of the Dennis Gahagan League, Abstract No. 123; said division being according to the partition of the Dennis Gahagan League as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas; said tract being more fully described by metes and bounds as follows, to wit:

COMMENCING at the common corner of Division B and Division 8, on the South line of Division A; said corner being marked by a concrete monument with a brass disc set by Houston Oil Company in March 1939 and identified as G-71;

THENCE North 70 deg., 03 min., 15 sec., East, on the common line of Division A and Division 8, a distance of 758.40' to a Houston Oil Company concrete monument found and identified as G-72; continuing for a total distance of 902.78' to a point on the Southerly bank line of the Sabine Neches Ship Channel; said point being the POINT OF BEGINNING of the herein described tract;

THENCE on the Southerly bank line of the Sabine Neches Ship Channel:

North 80 deg., 08 min., 37 sec., West, a distance of 153.00';

North 83 deg., 05 min., 37 sec., West, a distance of 60.77';

North 67 deg., 40 min., 47 sec., West, a distance of 194.33';

North 53 deg., 21 min., 08 sec., West, a distance of 107.67';

North 67 deg., 10 min., 09 sec., West, a distance of 128.72';

North 49 deg., 47 min., 34 sec., West, a distance of 98.16';

North 44 deg., 36 min., 50 sec., West, a distance of 152.63';

North 71 deg., 04 min., 01 sec., West, a distance of 99.88';

North 73 deg., 37 min., 41 sec., West, a distance of 154.19';

North 79 deg., 35 min., 19 sec., West, a distance of 112.09';

South 85 deg., 36 min., 37 sec., West, a distance of 26.51';

South 79 deg., 53 min., 35 sec., West, a distance of 88.33';

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North 80 deg., 20 min., 38 sec., West, a distance of 96.13';
North 73 deg., 10 min., 32 sec., West, a distance of 159.80';
North 68 deg., 40 min., 49 sec., West, a distance of 101.47';
North 67 deg., 31 min., 13 sec., West, a distance of 159.69';
North 69 deg., 00 min., 45 sec., West, a distance of 154.14';
North 64 deg., 33 min., 16 sec., West, a distance of 92.75';
North 60 deg., 07 min., 14 sec., West, a distance of 120.11';
North 74 deg., 34 min., 06 sec., West, a distance of 67.61';
North 70 deg., 01 min., 34 sec., West, a distance of 57.84';
North 76 deg., 37 min., 16 sec., West, a distance of 61.52';
South 80 deg., 00 min., 00 sec., West, a distance of 92.02';
South 88 deg., 27 min., 41 sec., West, a distance of 92.18';
North 85 deg., 13 min., 46 sec., West, a distance of 396.88';
North 86 deg., 35 min., 49 sec., West, a distance of 103.04';
North 79 deg., 18 min., 00 sec., West, a distance of 57.27';
North 77 deg., 58 min., 44 sec., West, a distance of 63.60';
North 89 deg., 32 min., 33 sec., West, a distance of 28.45';
South 78 deg., 52 min., 20 sec., West, a distance of 83.22';
South 80 deg., 51 min., 51 sec., West, a distance of 78.98';
North 86 deg., 30 min., 39 sec., West, a distance of 111.34';
North 85 deg., 58 min., 01 sec., West, a distance of 153.60';
North 80 deg., 55 min., 54 sec., West, a distance of 181.89';
North 69 deg., 58 min., 28 sec., West, a distance of 160.85';

Handwritten initials:
JCB
2/20

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North 71 deg., 27 min., 32 sec., West, a distance of 97.11';
North 59 deg., 48 min., 57 sec., West, a distance of 68.29';
North 44 deg., 26 min., 32 sec., West, a distance of 47.89';
North 30 deg., 24 min., 47 sec., West, a distance of 34.51';
North 67 deg., 00 min., 38 sec., West, a distance of 50.58';
North 48 deg., 23 min., 43 sec., West, a distance of 29.53';
South 54 deg., 29 min., 39 sec., West, a distance of 34.86';
South 87 deg., 13 min., 53 sec., West, a distance of 64.35';
North 76 deg., 33 min., 12 sec., West, a distance of 143.39';
North 68 deg., 49 min., 52 sec., West, a distance of 99.75';
North 64 deg., 42 min., 43 sec., West, a distance of 56.25';
North 63 deg., 04 min., 18 sec., West, a distance of 80.70';
North 60 deg., 11 min., 31 sec., West, a distance of 102.81';
North 67 deg., 03 min., 41 sec., West, a distance of 137.01';
North 73 deg., 17 min., 50 sec., West, a distance of 89.98';
North 66 deg., 36 min., 20 sec., West, a distance of 86.18';
North 85 deg., 49 min., 28 sec., West, a distance of 94.09';
North 78 deg., 03 min., 12 sec., West, a distance of 55.12';
South 71 deg., 33 min., 24 sec., West, a distance of 40.68';
North 83 deg., 33 min., 57 sec., West, a distance of 99.12';
North 74 deg., 38 min., 51 sec., West, a distance of 110.03';
North 65 deg., 27 min., 43 sec., West, a distance of 93.36';
North 56 deg., 49 min., 34 sec., West, a distance of 110.17';

- North 53 deg., 44min., 45 sec., West, a distance of 121.95';
- North 61 deg., 24 min., 48 sec., West, a distance of 54.00';
- North 78 deg., 48 min., 29 sec., West, a distance of 91.24';
- North 76 deg., 38 min., 38 sec., West, a distance of 100.77';
- North 70 deg., 46 min., 13 sec., West, a distance of 84.67';
- North 82 deg., 38 min., 40 sec., West, a distance of 207.23';
- North 72 deg., 24 min., 52 sec., West, a distance of 130.08';
- North 58 deg., 19 min., 42 sec., West, a distance of 97.16';
- North 41 deg., 18 min., 28 sec., West, a distance of 50.07';
- North 76 deg., 37 min., 11 sec., West, a distance of 32.22';
- North 76 deg., 52 min., 07 sec., West, a distance of 133.20';
- North 85 deg., 01 min., 34 sec., West, a distance of 141.74';
- North 72 deg., 30 min., 23 sec., West, a distance of 260.46';
- North 65 deg., 56 min., 40 sec., West, a distance of 226.93';
- North 49 deg., 29 min., 15 sec., West, a distance of 39.44';
- North 77 deg., 06 min., 43 sec., West, a distance of 495.18';

THENCE North 08 deg., 00 min., 00 sec., East, a distance of 227.80' to a point on the North line of the called 233.72 acre tract;

THENCE North 18 deg., 29 min., 21 sec., East, a distance of 843.99' to a point on the called centerline of the Sabine Neches Ship Channel;

THENCE South 71 deg., 30 min., 39 sec., East, on the called centerline of the Sabine Neches Ship Channel, a distance of 8734.07' to a point being the Point of Curvature of a curve to the right;

THENCE on the called centerline of the Sabine Neches Ship Channel on the arc of a curve to the right having a radius of 3819.41', a chord bearing of South 70 deg., 13 min., 06 sec., East, a chord distance of 189.12' to a point for the intersection of the called

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centerline of the Sabine Neches Ship Channel and the common line of Division A and Division 8 (or the Northeasterly projection thereof);

THENCE South 70 deg., 03 min., 15 sec., West, on the common line of Division A and Division 8 (or the Northeasterly projection thereof), a distance of 1206.46' to the POINT OF BEGINNING and containing 174.6 acres of land, being submerged land.

Note: All bearings and distances based upon State Plane Coordinate Grid System NAD 83, Texas South Central Zone, Scale Factor = 0.999891228.

Note: All of the divisions referred to above are according to the partition of the Dennis Gahagan League, Abstract No. 123 Jefferson County, Texas, as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas;

This description is based on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on November 15, 2003

Golden Pass LNG Terminal LP
LS-03-1192

JEB
JD

EXHIBIT "A"

136

TRACT ONE
250.8 ACRES OF LAND OUT OF DIVISIONS B, C, AND 4 THROUGH 8,
DENNIS GAHAGAN LEAGUE, ABSTRACT NO. 123
JEFFERSON COUNTY, TEXAS

A tract of land containing 250.8 acres of land, out of and part of Divisions B, C, and 4 through 8 of the Dennis Gahagan League, Abstract No. 123; said Divisions being according to the partition of said Dennis Gahagan League as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas; said tract being more fully described by metes and bounds as follows, to wit:

BEGINNING at a common corner of Division B and Division 8 on the South line of Division A; said corner being marked by a concrete monument with a brass disc set by Houston Oil Company in March 1939 and identified as G-71;

THENCE North 70 deg., 03 min., 15 sec., East on the common line of said Division A and Division 8, a distance of 758.40' passing a Houston Oil Company concrete monument found and identified as G-72 and being the Southeast corner of a (Called 233.72) acre tract described in and excepted from a deed dated September 23, 1941 from John T Stewart III to J. E. Broussard, et al., recorded in Vol. 502, Page 218, Deed Records, Jefferson County, Texas; continuing on the common line of said Divisions A and 8 for a total distance of 902.78' to a point on the Southwesterly bank line of the Sabine-Neches Ship Channel.

THENCE the following calls along the Southwesterly bank line of said Sabine-Neches Ship Channel:

- South 80 deg., 08 min., 36 sec., East, a distance of 8.75';
- South 69 deg., 46 min., 38 sec., East, a distance of 53.61';
- South 66 deg., 36 min., 16 sec., East, a distance of 116.39';
- South 59 deg., 21 min., 42 sec., East, a distance of 161.57';
- South 33 deg., 16 min., 56 sec., East, a distance of 36.38';
- South 20 deg., 05 min., 44 sec., East, a distance of 76.96';
- South 36 deg., 45 min., 48 sec., East, a distance of 116.43';
- South 53 deg., 44 min., 12 sec., East, a distance of 119.49';
- South 61 deg., 26 min., 19 sec., East, a distance of 140.76';

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South 53 deg., 07 min., 50 sec., East, a distance of 108.58';
South 68 deg., 40 min., 05 sec., East, a distance of 124.52';
South 66 deg., 56 min., 46 sec., East, a distance of 112.79';
South 66 deg., 11 min., 20 sec., East, a distance of 131.66';
South 61 deg., 37 min., 12 sec., East, a distance of 125.53';
South 58 deg., 06 min., 58 sec., East, a distance of 108.80';
South 45 deg., 07 min., 50 sec., East, a distance of 114.41';
South 57 deg., 01 min., 06 sec., East, a distance of 90.98';
South 34 deg., 43 min., 21 sec., East, a distance of 100.83';
South 36 deg., 03 min., 14 sec., East, a distance of 125.84';
South 38 deg., 59 min., 28 sec., East, a distance of 125.83';
South 46 deg., 57 min., 06 sec., East, a distance of 123.24';
South 32 deg., 48 min., 45 sec., East, a distance of 122.44';
South 34 deg., 21 min., 19 sec., East, a distance of 169.00';
South 28 deg., 35 min., 09 sec., East, a distance of 122.95';
South 31 deg., 10 min., 18 sec., East, a distance of 121.57';
South 36 deg., 17 min., 53 sec., East, a distance of 214.87';
South 34 deg., 54 min., 31 sec., East, a distance of 139.18';
South 60 deg., 06 min., 16 sec., East, a distance of 181.84';
South 59 deg., 17 min., 07 sec., East, a distance of 208.59';
South 61 deg., 04 min., 18 sec., East, a distance of 134.58';
South 82 deg., 02 min., 32 sec., East, a distance of 118.51';
North 87 deg., 58 min., 26 sec., East, a distance of 100.03';

South 68 deg., 51 min., 47 sec., East, a distance of 116.90';

South 25 deg., 02 min., 27 sec., East, a distance of 122.91';

South 44 deg., 23 min., 39 sec., West, a distance of 94.29';

South 30 deg., 01 min., 17 sec., West, a distance of 107.92';

North 73 deg., 00 min., 41 sec., West, a distance of 31.87';

South 16 deg., 55 min., 01 sec., West, a distance of 135.57';

South 07 deg., 43 min., 08 sec., East, a distance of 174.49';

South 02 deg., 15 min., 32 sec., West, a distance of 136.27';

South 03 deg., 11 min., 47 sec., East, a distance of 41.03' to a point being on the common line of Division 3 and said Division 4; said point being the Southeast corner of the herein described tract:

THENCE South 70 deg., 00 min., 47 sec., West, on the common line of said Division 3 and 4, a distance of 25.50' passing a 1/2" steel rod set, capped, and marked "SOUTEX" for reference point; continuing on the common line of said Divisions 3 and 4 for a total distance of 2526.77' to a concrete monument with brass disc set by Houston Oil Company in March 1939 and identified as G-68; said concrete monument being a common corner of said Division 3 and 4 on the Easterly line of said Division C; also being the Southeast corner of a (Called 14.9835) acre tract conveyed to Howell Cobb, Trustee, recorded in Vol. 2116, Page 103, Deed Records, Jefferson County, Texas;

THENCE South 70 deg., 00 min., 47 sec West (Called South 70 deg., 00 min., 31 sec., West), on the South line of the (Called 14.9835) acre tract, a distance of 1000.00' (Called 1000.058) to a 1" steel pipe found for the Southwest corner of the (Called 14.9835) acre tract and the Southwest corner of the herein described tract;

THENCE North 19 deg., 57 min., 51 sec., West (Called North 19 deg., 57 min., 26 sec., West), a distance of (Called 652.654) passing the common line of said Divisions B and C; continuing for a total distance of 1079.25 to a 1" steel pipe found for an angle point in the West line of the herein described Tract;

THENCE North 19 deg., 59 min., 37 sec., West a distance of 1958.28' to a 1" steel pipe found for corner;

THENCE North 69 deg., 59 min., 21 sec., East a distance of 1000.08' to a 2" steel pipe found on the common line of said Divisions B and 7;

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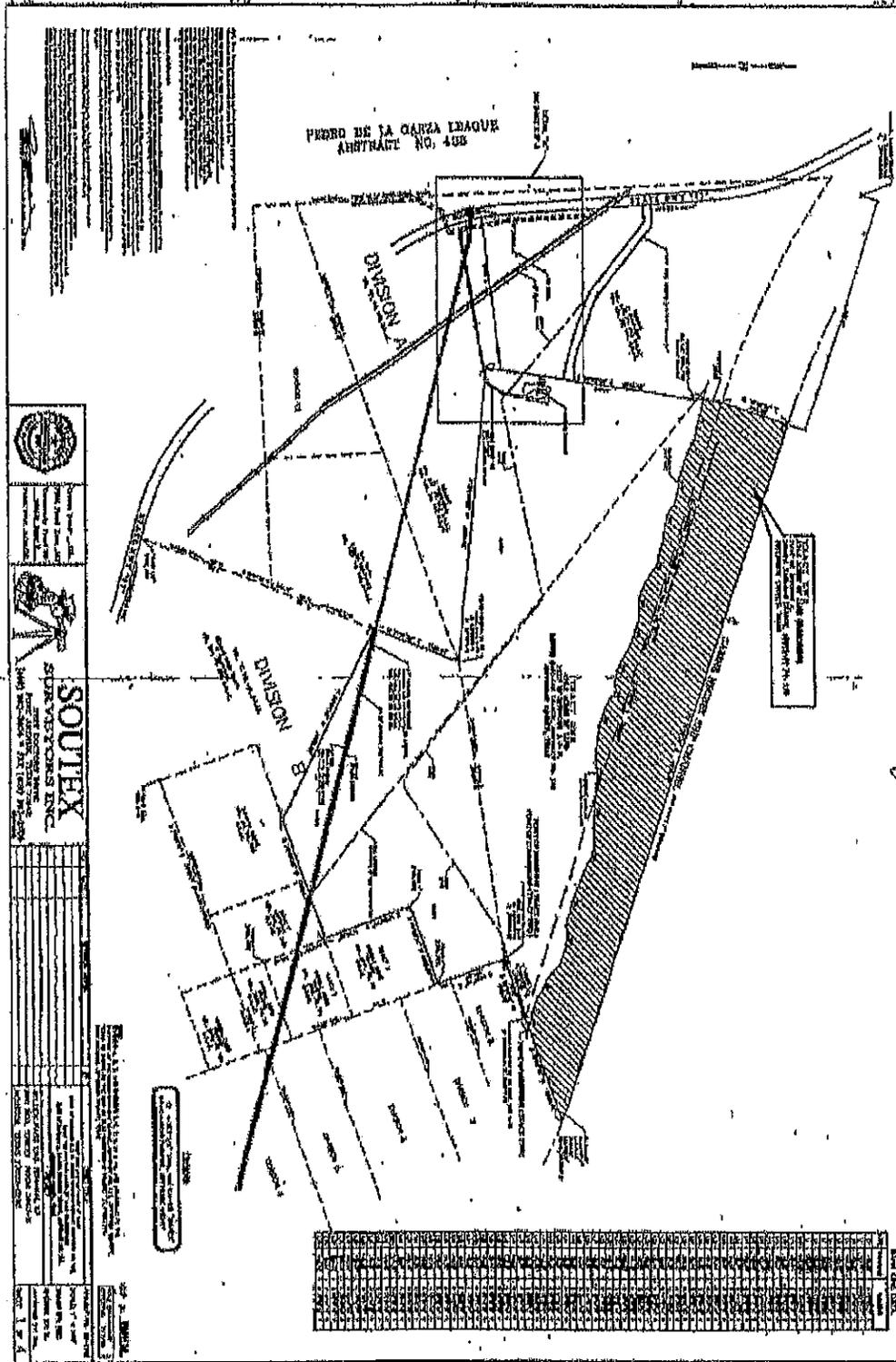
THENCE North 19 deg., 57 min., 49 sec., West, on the common line of said Division B and said Division 7 and 8, a distance of 879.94' to the POINT OF BEGINNING and containing 250.8 acres of land.

Note: All bearing and distances are based upon State Plane Coordinate Grid System NAD 83, Texas South Central Zone, Scale Factor = 0.999891228.

This description is based on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on February 10, 2004.

ExxonMobil (J.V. Property)
LS-03-1316

110



JEB
20

COUNTY COMMISSIONERS:

9. Consider authorizing the County Judge to enter/terminate a Burn Ban Order.

Action: TABLED

10. Consider, possibly approve and receive and file Amended Road Reports of each Jefferson County Commissioner with the County Clerk with a copy in the Grand Jury Room as required by Sec. 251.005, Texas Transportation Code.

SEE ATTACHMENTS ON PAGES 159 - 163

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

11. Consider, possibly nominate and approve the advisory board for the Jefferson County CERTZ pursuant to Texas Transportation Code Sec 222.1071. The following advisory board members are hereby appointed and they shall serve for a term of two years. (Said board members are to serve without compensation.) Members of the Advisory Board are: Darrell Hall, Tommy Jeffcoat, Robert Dubois, Robyn Deshotel, and James Bowser.

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

12. Consider and possibly approve an Order to renew and expand the Golden Pass Reinvestment Zone pursuant to Sec. 312.203, Texas Tax Code.

SEE ATTACHMENTS ON PAGES 164 - 170

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

**AGENDA ITEM****March 3, 2014**

Consider and possibly approve an Order to renew and expand the Golden Pass Reinvestment Zone pursuant to Sec. 312.203, Texas Tax Code.

Section 4. The Commissioners Court finds that such improvements made by Golden Pass LNG Terminal LP will benefit the Zone after the expiration of the agreement

Section 5. The Commissioners Court finds that renewal 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 6. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this _____ day of _____, 2014.

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

TRACT ONE
178.2 ACRES OF LAND
PART OF DIVISION A, DENNIS GAHAGAN LEAGUE, ABSTRACT NO. 123,
JEFFERSON COUNTY, TEXAS

800123-000-123300-00000-3

A tract of land containing 178.2 acres of land out of and part of Divisions A, Dennis Gahagan League, Abstract No. 123; said Division being according to the partition of the Dennis Gahagan League as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas; said tract being more fully described by metes and bounds as follows, to wit:

COMMENCING at a common corner of Division B and Division 8 on the South line of Division A; said corner being marked by a concrete monument with a brass disc set by Houston Oil Company in March 1939 and identified as G-71;

THENCE North 70 deg., 03 min., 15 sec., East, on the common line of said Divisions A and 8, a distance of 758.40' to a Houston Oil Company concrete monument found and identified as G-72;

THENCE North 71 deg., 30 min., 39 sec., West, a distance of 7865.00' to a point;

THENCE South 08 deg., 00 min., 00 sec., West, a distance of 273.44' to a point for corner of the POINT OF BEGINNING on the Southerly bank line of the Sabine Neches Ship Channel; said point for corner being the Northeast corner of the herein described tract;

THENCE South 08 deg., 00 min., 00 sec., West, a distance of 54.35' passing a ½" steel rod, capped and marker "SOUTEX", found for reference point; continuing for a total distance of 2674.77' to a ½" steel rod found, capped and marked "SOUTEX", found for corner;

THENCE South 84 deg., 00 min., 00 sec., East, a distance of 2981.70' to a point for corner for the Southeast corner of the herein described tract; from which a Houston Oil Company concrete monument found and identified as G-61 bears South 84 deg., 00 min., 00 sec., East, a distance of 607.90';

THENCE West, a distance of 4724.56' to a ½" steel rod set, capped and marked "SOUTEX" on the Easterly right of way line of a dedicated road named State Highway 87; said 1/2" steel rod being the Southwest corner of the herein described tract;

THENCE on the Easterly right of way line of said State Highway 87, on the arc of a curve to the right having a radius of 2804.79', on arc length of 572.45', a chord bearing of North 10 deg., 04 min., 08 sec., West, a chord distance of 571.46' to a ½" steel rod set, capped, and marked "SOUTEX" for corner;

THENCE North 04 deg., 13 min., 19 sec., West, continuing on the Easterly right of way line of said State Highway 87, a distance of 2612.47' to a ½" steel rod set, capped, and marked 'SOUTEX" for corner;

THENCE continuing on the Easterly right of way line of said State Highway 87, on the arc of a curve to the left having a radius of 2924.79', an arc length of 739.27', a chord bearing of North 11 deg., 25 min., 52 sec., West, a chord distance of 737.30' to a ½" steel rod set, capped and marked 'SOUTEX" for the Northwest corner of the herein described tract;

THENCE South 59 deg., 40 min., 00 sec., East, a distance of 1403.91' to a 1" steel pipe found for corner;

THENCE North 27 deg., 39 min., 24 sec., East, a distance of 543.75' passing a ½" steel rod set, capped, and marked "SOUTEX" for reference point; continuing for a total distance of 638.86' to a point for corner on the Southerly bank line of said Sabine Neches Ship Channel;

THENCE on the Southerly bank line of said Sabine Neches Ship Channel:

South 40 deg., 29 min., 12 sec., East, a distance of 150.04' to a point for corner;

South 50 deg., 38 min., 39 sec., East, a distance of 122.83' to a point for corner;

South 56 deg., 37 min., 20 sec., East, a distance of 332.84' to a point for corner;

South 35 deg., 23 min., 13 sec., East, a distance of 142.19' to a point for corner;

South 50 deg., 13 min., 11 sec., East, a distance of 237.49' to a point for corner;

South 66 deg., 09 min., 57 sec., East, a distance of 356.69' to the POINT OF BEGINNING and containing 178.2 acres of land.

Note: All bearings and distances are based upon State Plane Coordinate Grid System, NAD 83, Texas South Central Zone, Scale Factor = 0.999891228

Note: All of the Divisions referred to above are according to the partition of the Dennis Gahagan League, Abstract No. 123, Jefferson County, Texas, as shown on a map or plot recorded in Volume T, Page 181, Deed Records, Jefferson County, Texas.

This description is based on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on October 12, 2005

Golden Pass LNG Terminal LP
LS-05-1004

TRACT TWO
25.76 ACRES OF LAND (SUBMERGED)
PART OF DIVISION A, DENNIS GAHAGAN LEAGUE, ABSTRACT NO. 123,
JEFFERSON COUNTY, TEXAS

300123-000-123500-00000-8

A tract of land 25.76 acres of land, being submerged land out of and part of Divisions A, Dennis Gahagan League, Abstract No. 123; said Division being according to the partition of the Dennis Gahagan League as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas; said tract being more fully described by metes and bounds as follows, to wit:

COMMENCING at a common corner of Division B and Division 8 on the South line of Division A; said corner being marked by a concrete monument with a brass disc set by Houston Oil Company in March 1939 and identified as G-71;

THENCE North 70 deg., 03 min., 15 sec., East, on the common line of said Divisions A and 8, a distance of 758.40' to a Houston Oil Company concrete monument found and identified as G-72;

THENCE North 71 deg., 30 min., 39 sec., West, a distance of 7865.00' to a point for corner for the POINT OF BEGINNING and being an angle point on the Easterly line of the herein described tract;

THENCE South 08 deg., 00 min., 00 sec., West, a distance of 273.44' to a point for corner on the Southerly bank line of the Sabine Neches Ship Channel; said point for corner being the Southeast corner of the herein described tract;

THENCE on the Southerly bank line of said Sabine Neches Ship Channel;

North 66 deg., 09 min., 57 sec., West, a distance of 356.69' to a point of corner;

North 50 deg., 13 min., 11 sec., West, a distance of 237.49' to a point for corner;

North 35 deg., 23 min., 13 sec., West, a distance of 142.19' to a point for corner;

North 56 deg., 37 min., 20 sec., West, a distance of 332.84' to a point for corner;

North 50 deg., 38 min., 39 sec., West, a distance of 122.83' to a point for corner;

North 40 deg., 29 min., 12 sec., West, a distance of 150.04' to a point for corner for the Southwest corner of the herein described tract;

THENCE North 27 deg., 39 min., 24 sec., East, a distance of 762.62' to a point for corner on the called centerline of said Sabine Neches Ship Channel; said point for corner being the Northwest corner of the herein described tract;

THENCE on the called centerline of said Sabine Neches Ship Channel, on the arc of a curve to the left having a radius of 9573.41' on arc length of 944.77', a chord bearing of South 68 deg., 28 min., 54 sec., East, a chord distance of 944.38' to a point for corner;

THENCE South 71 deg., 30 min., 39 sec., East, continuing on the centerline of said Sabine Neches Ship Channel, a distance of 141.95' to a point for corner for the Northeast corner of the herein described tract;

THENCE South 18 deg., 29 min., 21 sec., West, a distance of 843.99' to the POINT OF BEGINNING and containing 25.76 acres of land, being submerged land.

Note: All bearings and distances are based upon State Plane Coordinate Grid System, NAD 83, Texas South Central Zone, Scale Factor = 0.999891228.

Note: All of the Divisions referred to above are according to the partition of the Dennis Gahagan League, Abstract No. 123, Jefferson County, Texas, as shown on a map or plot recorded in Volume T, Page 181, Deed Records, Jefferson County, Texas.

This description is bases on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on October 12, 2005

Golden Pass LNG Terminal LP
LS-05-1004A

EXHIBIT D – “List of HUB/ DBE Companies”

Minority Business Directory

* Indicates certification as a HUB/DBE has been obtained

Accountants/ Certified Public

ComPRO Tax
Denise White
2720 N. 11th Street
Beaumont, TX 77703
Tel: 409-924-7777
Fax: 409-924-0610
Website: www.comprotax.com

Fedric Zeno, Sr.
ComPRO Tax, Inc.
2905 Laurel Ave.
Beaumont, TX 77703
Tel: 409-832-1099
Fax: 409-832-2108
Home: 409-840-5129
Email: zenoandassociate@aol.com

Gayle Botley
Botley & Associates, CPA's
Tel: 409-833-8757

Joanne Spooner
South Park ComPRO Tax
4390 Highland Avenue
Beaumont, TX 77705
Tel: 409-832-8299
Fax: 409-832-1661
Website: www.comprotax.com

*Stephanie Clark
The Ann Group
2700 Blanchette St. (01)
Tel: 409-813-3696
Fax: 409-813-3404
Email: sclark@theanngroup.com

Mr. Yusuf Muhammad
ComPRO Tax
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-832-3565
Fax: 409-832-2252
Website: www.comprotax.com

Ms. Margaret Bostic
That Too
Tel: 409-842-6966

Advertising & Public Relations

Jessie Haynes & Associates
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222
Website: www.haynespr.com

Texas Black Pages
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222
Website: www.texasblackpages.com

Agricultural

Lloyd J. Hebert
Cooperative Extension Program
1295 Pearl St
Beaumont, TX 77701
Tel: 409-835-8461
Cell: 409-351-1331

Air Conditioning Repair

Big-O Air Conditioning & Heating
1370 Lavaca
Beaumont, TX 77705
Tel: 409-833-4817
Cell: 409-656-0827

J&W A/C Heating
Ivory Joe Harris
5465 Emerald Dr.
Beaumont, TX 77705
Tel: 409-842-2389

Jon D. Welch
Coushatta
P.O. Box 13071
Beaumont, TX 77726
Tel: 409-899-2552
Email: jon@coushatta-services.com
Website: www.coushatta-services.com

LanLos Appliance & Air Conditioning Repair
P.O. Box 5513
Beaumont, TX 77726
Tel: 409-724-4101

Villery's
Refrigeration & Air Conditioning Service
Tel: 409-838-2233

Barbecue / Caterers

Charlie Dean
Dean's Bar-B-Q & Catering
805 Magnolia
Beaumont, TX 77701
Tel: 409-835-7956

Eugene Sam
Tillmans Barbecue Pit
1104 Sherman St
Beaumont, TX 77701
Tel: 409-838-5592

Gerard's Barbecue Diner
3730 Fannett Rd
Beaumont, TX 77705
Tel: 409-842-9135

Jack Patillo Barbecue
2775 Washington Blvd.
Beaumont, TX 77705
Tel: 409-833-3154

Leonard Broussard
Broussard's Bar-B-Q
2930 S. 11th Street
Beaumont, TX 77701
Tel: 409-842-1221

*Mouton's Catering
3845 Washington Blvd
Beaumont, TX 77705
Tel: 409-842-4933

Carpet/ Flooring

*Alton & Michelle Babineaux
Bab's Carpet
4940 Highland Ave.
Beaumont, TX 77705
Tel: 409-833-7484
Fax: 409-790-4218

Delores Fruge
Power Stretch Carpet
502 S. 4th St.
Beaumont, TX 77701
Home: 409-832-8626
Cell1: 409-617-1862
Cell2: 409-338-9907
Fax: 409-833-3230

Raymon and Sharonne Morris
Morris and Morris Floor Covering
4515 Ironton
Beaumont, TX 77703
Home: 409-833-5011
Tel: 409-553-9861

Computer Service & Repair

Chris Martin
601 Woodworth
Port Arthur, TX 77642
Tel1: 409-982-3528
Tel2: 409-982-3529

David Leaven / Marcus Frank
F & L Computer Solutions
P.O. Box 328-A
Winnie, TX 77665
Tel: 409-351-1256

Consultant

Felicia Young, Owner
Five Star Business Solutions
Tel: 409-466-6038

Contractors / Construction Services / Community Development /
Home Builders

Al Armstrong
SEATECH
3227 Highland Ave
Beaumont, TX 77701
Tel: 409-350-5620

Albert Ceaser
CMM Construction
Tel 409-842-1250

Arthur Limbrick, Sr.
Lim Construction, Inc.
Commercial & Residential Building
4935 Fannett Road
Beaumont, TX 77705
Tel: 409-842-9765
Fax: 409-842-9141
Cell: 409-338-0832

Celestine's Construction
510 Palm St.
Beaumont, TX 77705
Tel: 409-832-1342

*Christene Sonnier	
Coastal Industrial Services, Inc.	
P.O. Box 158	205 West Hwy 365, Ste. A
Port Neches, TX 77651	Port Arthur, TX 77640
Tel: 409-736-3797	Fax: 409-736-2270
Cell: 409-728-5072	Email: www.coastaltxs@aol.com

Cornelius Harris
Alamo Contractors

Don LaFleur
Don LaFleur Construction & Homes
5681 Eastex Freeway
Beaumont, TX 77708
Tel: 409-347-0593

Donald Ray Wise
Wise Barricades
Tel: 409-835-5113

Eddie Senigaur
Senigaur Home Builder & General Contractor
3196 Washington Blvd.
Beaumont, TX 77705
Tel: 409-842-5220
Fax: 409-842-2983

Jerry Ball- VP
EnviroTech Services LLC
Southeast Texas Division
3024 Commerce St.
Port Arthur, TX 77642
Tel: 409-790-5910
Toll Free: 800-286-3695
Email: jerry.ball@osfine.net

*Joshua Allen
J. Allen contractors, Inc.
Tel: 409-833-8947
Email: office@jallenmgmt.com

Lloyd Broussard
EnviroTech Services, LLC
4002 Caroline Street
Houston, TX 77004
Tel: 713-551-6671

Ernestine Wade
Gulf Coast Industrial Contractors, Inc.
Tel: 409-842-1522

Joe Wheaton
Joe Wheaton Construction Co.

Johnny Casmore
Builders, Inc.
7295 Ellen Lane
Beaumont, TX 77708
Tel: 409-892-2223
Fax: 409-466-1251

Joseph D. Deshotel
DEZ-TEX Construction, Inc.
Tel: 409-842-4844

*Kenny Timms
KT Maintenance
Tel: 409-982-9952
Email: Kenny.timms@ktmaintenance.com

Mr. Vories Lornette, Sr.
Faith Construction
Tel: 409-794-2615

Mr. Matt Hopson
Southeast TX Community Development
1460 Gladys
Beaumont, TX 77701
Tel: 409-835-7527
Fax: 409-835-1680
Email: mhopson@setcdo.org

Mrs. Antoinette J. Hardy
Beaumont Community Development
505 E. Florida
Beaumont, TX 77705
Tel: 409-813-2158
Fax: 409-813-2165
Email: ahardy1969@yahoo.com

Ms. Mary Randall
J&M construction
Tel: 409-842-0967

Naomi Lawrence-Lee
CNB Development Group
Tel: 409-767-8037
Email: nlee@cnbhomes.com

Ories Holmes
Ories Holmes Construction
Tel: 409-842-3943

Paul Buxie
Buxie Builders
Tel: 409-833-2028

Perkins brown
Brown Fencing & construction
Tel: 409-833-1533

R. Anthony Lewis II
Custom Home Design & Building
Tel: 409-839-4735

Ray Marsh
RAM Contracting Services
Tel: 214-597-0541
Email: ray@rammep.com

Richard Gilbert / Bruce Dunbar
Owner / Superintendent
GP Realty Building Co.
648 Orleans
Beaumont, TX 77701
Richard Tel: 281-895-7773
Bruce Tel: 409-454-6356
Fax: 409-835-6775

*Roosevelt Petry
GP Industrial Contractors, Inc.
rpetry@gpic2000.com
Port Arthur, TX 77640
Tel: 281-850-8889

Steve Andrus
Andrus Construction
Beaumont, TX 77703
Home: 409-835-4397
Work: 409-835-8629
Cell: 409-466-1860

William Kenebrew, Sr.
Kenebrew Masonary
Tel: 409-866-3310

Commodities

*Loma George
LG Supplies
9545 Riggs Street
Beaumont, TX 77707
lomageorge@att.net
Tel: 409-782-4086

Copy Services

Jeanette Rideau
Reliable Copy Service
2498 Washington Blvd -B
Beaumont, TX 77705
Tel: 409-835-1218
Fax: 409-838-0064
Email: jeanetteRCS@sbcglobal.net

Council

Beverly L. Hatcher- President
Golden Triangle Minority Council, Inc.
P.O. Box 21664
Beaumont, TX 77720-1664
Tel: 409-962-8530
Fax: 409-898-8077
Email: gtnbc@lh2000.net
Website: www.gtnbc.com

Electrical/ Mechanical Contractors

Calvin Walker
Walker's Electric Company
2916 Magnolia Street
Beaumont, TX 77703
Tel: 409-212-9244
Fax: 409-212-9245

*Gregory T. Johnson, Sr.
GJETCO
P.O. Box 22735
Beaumont, TX 77720
Tel: 409-866-3829
Fax: 409-866-6962

*Joseph C. Ledet, III
Ledet Electrical Services
Tel: 409-896-5471
Cell: 409-791-1366

Ray Marsh
RAM Electrical & Mechanical Contractors
3467 Elinor
Beaumont, TX 77705
Cell: 214-597-0541
Fax: 972-539-2422
Email: ray@ram4mep.com

Employment Services

Imogene Chargois
 Texas Workforce Centers of Southeast Texas
 304 Pearl Street
 Beaumont, TX 77701
 Tel: 409-839-8045
 Fax: 409-835-0774
 Email: imogene.chargois@setworks.org

*Luis G. Silva
 Silva Employment Network
 2901 Turtle Creek Drive, Suite 205
 Port Arthur, TX 77642
 Tel: 409-727-4024
 Fax: 409-727-4094
 Email: lgsilva1940@aol.com

Energy

Syed Mohiuddin
 Apex Petroleum & Energy Xpress, LLC
 The Apex Plaza
 9100 SW Freeway, Suite 201
 Houston, TX 77074
 Tel: 713-541-2755
 Fax: 713-541-5535
 Website: www.syed@apexgroupofcompaines.com

Engineers

*Andy Chica
 Chica & Associates Inc.
 595 Orleans, Suite 508
 Beaumont, TX 77701
 Tel: 409-833-4343

Sina K. Nejad, P.E.
 Sigma Engineers, Inc.
 4099 Calder Avenue
 Beaumont, TX 77706
 Tel: 409-898-1001
 Fax: 409-898-3420
 Email: mail@sigmaengineers.com

Environmental

Bennard L. Nelson, Jr.
 Legacee Environmental
 6001 Savoy, Suite 204
 Houston, TX 77035
 Tel: 713-218-8647
 Fax: 713-218-8649
 Email: bnelson@legaceenvironmental.com

Florists- Retail

Mr. Walter McCloney
 McCloney Florist
 2690 Park St
 Beaumont, TX 77701
 Tel: 409-838-6861
 Fax: 409-838-0085
 Email: waltermcccloney@sbcglobal.net

Home Repair & Maintenance

Clinton Ford
 Clint's Maintenance and Repairs
 8345 Lawrence Drive
 Beaumont, TX 77708
 Tel: 409-899-4547

Industrial Consultant

B.D. Belvin and Assoc.
 Consulting Business Development
 9692 Westhiemer Rd., Suite 83
 Houston, TX 77063
 Tel: 512-789-8178
 Email: david@bdbelvin.com
 Website: www.bdbelvin.com

Glenn J. Walters
 Home Sweet Home Enterprise, Inc.
 5212 Culpepper PL
 Wesley Chapel, FL 33544
 Tel: 813-907-9499
 Cell: 813-503-8896
 Fax: 813-994-9557
 Email: glennjwalters@aol.com

Insurance

Bobby L. Holmes
 Farmers Insurance Group
 1120 Woodworth Blvd.
 Port Arthur, TX 77640
 Tel: 409-982-1200
 Fax: 409-982-1300
 Email: bholmes@farmeragent.com

Byron Lewis
 LRC Insurance, Inc.
 190 S. Dowlen Road
 Beaumont, TX 77707
 Tel: 409-866-7073
 Cell: 409-466-3664
 Email: lrcinsurance@yahoo.com

Charles E. Taylor
 Farmers Insurance Group
 3355 Washington Blvd.
 Beaumont, TX 77705
 Tel: 409-842-8300
 Home: 409-866-8412
 Email: mrcharlestaylor@cs.com

O'Dell E. Harmon
 A & M Marketing
 595 Orleans, Suite 1128
 Beaumont, TX 77701
 Tel: 409-466-2533
 Email: odharm21@yahoo.com
 Website: www.coloniallife.com

Lora Brooks Francis
 Insurance Medical Services, Inc.
 8100 Lemon Tree Court
 Port Arthur, TX
 Tel & Fax: 409-722-0077
 Cell: 409-289-0945

Mark A. Williams
 Protectors Insurance & Financial Services
 2600 South Loop West, Suite 520
 Houston, TX 77054
 Tel: 832-347-6080
 Fax: 713-660-9977

Email: mwilliams@protectorinsurance.com

Mr. Lawrence Evans
Farmers Insurance Co.
3355 Washington Blvd.
P.O. Box 22897
Beaumont, TX 77720
Tel: 409-842-8300
Fax: 409-842-8304
Email: levansinsurance@msn.com

Tarik Cooper
Frank and Cooper, Inc.
125 IH 10 North Street, Suite 410
Beaumont, TX 77707
Tel: 409-284-5341
Cell: 409-939-0247

Thelma Jefferson
Discount Medical & Dental
5125 Folsom
Beaumont, TX 77706
Tel1: 409-899-9194
Tel2: 409-4661822
Email: cautiousscenerv@aol.com

Investment

Connie D. Gist
Edward Jones
4414 Dowlen Road, Suite 102
Beaumont, TX 77706
Tel1: 409-896-5852
Toll Free1: 888-368-2620
Toll Free2: 888-898-7188
Website: www.edwardjones.com

Lawn Care

Ava S. Hamilton
B & A Lawn Care Service
P.O. Box 22855
Tel1: 409-866-9399
Tel2: 409-651-9955
Tel3: 409-651-9954

*Michael Alfred
The Garden of Gethsemane
Tel: 409-842-2773

Logistic

*Ray Deshotel
Beaumont Warehouse-Transportation
P.O. Box 20477
Beaumont, TX 77720
Tel: 409-883-9997
Fax: 409-883-4208
Cell: 409-299-0053
Email: ldeshotel@pnx.com

Maintenance

Kenny L. Tims, Sr. - President
KT Maintenance Company, Inc.
800 Proctor Street
Port Arthur, TX 77640
Tel: 409-982-9952
Fax: 409-982-4851
Email: kenny.tims@ktmaintenance.com

Misc.

Clarence C. Jones
M&R Cleaning Services
Tel: 409-833-4535

Delois Roy
Art World
Tel: 409-892-7638

J.M. Kaufman
J.M. Kaufman Materials Co.
Tel: 409-985-4906

James Holmes
James Holmes Enterprises, Inc.
Tel: 409-842-3685

*Toni Prados
 Area Impressions Caps & T's
 Tel: 409-833-4561
 Email: bprados@swbell.net

Office Supply

Howard Giron
 Select Business Products
 P.O. Box 22741
 Beaumont, TX 77720
 Tel: 409-866-3224
 Fax: 409-866-1401

Pest Control

Colton (Bubba) Moore, Owner
 Moore Superior Pest Control, Inc.
 Tel: 409-899-1799

Photography

Harold's Photography
 2705 S. Fourth St
 Beaumont, TX 77705
 Tel: 409-794-5376
 Fax: 409-842-4143
 Email: haynes.haynes@sbcglobal.net

Johnny Beatty Barry
 Photographer & Videographer
 2906 Roberts St.
 Beaumont, TX 77701
 Tel: 409-842-3903

Sonny Perkins
 Sonny's Video
 2290 Morrison
 Beaumont, TX 77701
 Tel: 409-832-9380

Plumbing

A.J.
 Martha's Sewage and Drainage Service
 2370 Columbia Street

Beaumont, TX 77701
Tel: 409-833-2796

Charles chevis
Joe Simon Plumbing & Heating
Tel: 409-842-0490

News/ Media/ Publications

Angel San Juan
KFDM 6 & WB 10 KWBB
P.O. Box 7128
Beaumont, TX 77726-7128
Tel: 409-895-4661
Fax: 409-892-7305
Email: angels@kfdm.com

Helen Hunter Tubbs
Spotlight Magazine
P.O. Box 41203
Beaumont, TX 77725
Tel: 409-832-3494
Fax: 409-832-6171

Jesse Samuels, Sr.
Cumulus
755 S. 11th Street, Suite 102
Beaumont, TX 77701
Tel: 409-833-9421
Fax: 409-833-9296
Home: 409-983-5404

Jessie Haynes
NAC Publishing- 10 Stupid Things
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222

Mr. A. B. Bernard
BGI Enterprise
PO Box 22077
Beaumont, TX 77720-2077
Tel: 409-833-0303
Fax: 409-833-0744

Ms. Vicke Frank
KZZB Radio

2531 Calder Ave.
 Beaumont, TX 77702
 Tel: 409-833-0990
 Fax: 281-424-7588

Tracie Payne
 CUSH Magazine
 P.O. Box 22197
 Beaumont, TX 77720
 Tel: 409-212-1111
 Website: www.cush.com

Purchasing/ Procurement

Odell Wynn
 WGN Procurement
 2626 South Loop West, Suite 545
 Houston, TX 77054
 Tel: 713-857-8359

Real Estate

Dr. Kevin Moulton
 Synergy International Realty
 2955 Laurel St.
 Beaumont, TX 77702
 Tel: 409-835-1111
 Fax: 409-866-5463
 Email: drvimmie@sbcglobal.net

Kim Fenner
 ERA Team REALTORS
 2396 Eastex Freeway
 Beaumont, TX 77703
 Tel: 409-898-0701
 Fax: 409-898-8591
 Cell: 409-893-0735
 Email: kim.fenner@era.com
 Website: www.erateamrealtors.com

Mr. Pat Gibbs
 G-Team Real Estate
 3229 Washington Blvd.
 Beaumont, TX 77705
 Tel: 409-832-2500
 Fax: 409-832-2515
 Email: phgibbs@sbcglobal.net

Mrs. Dee Richard Chavis
Dee Richard Real Estate
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-839-4580
Fax: 409-839-4395
Email: drealestate@gt.rr.com

Mrs. Patricia Beckett White
Dee Richard Real Estate
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-839-4580
Fax: 409-839-4395
Email: drealestate@gt.rr.com

Mrs. Patricia Beckett White
Dee Richard Real Estate
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-839-4580
Fax: 409-839-4395
Email: drealestate@ft.rr.com

Mrs. Willie Mae Thomas
Five Brothers Investments
6140 W. Windemere Dr.
Beaumont, TX 77713
Tel: 409-898-4100
Cell: 409-201-0777
Fax: 409-898-4090
Email: grannysboy4@yahoo.com

Walter Kyles, Jr. & Co.
Insurance- Real Estate- Construction
2875 Washington Blvd
Beaumont, TX 77705
Tel: 409-842-3444
Fax: 409-842-9770
Cell: 409-338-1365
Email: kyles@aol.com

Restaurants

Floyd & Carol Dixon
 Southern Delight Restaurant
 3195 Washington Blvd.
 Beaumont, TX 77705
 Tel: 409-840-5025

Frank Owens, Proprietor
 Dairy Queen
 3755 College St.
 Beaumont, TX 77701
 Tel: 409-838-4723

Nolan Hines, Jr.
 Taste of Orleans
 672 Orleans St.
 Beaumont, TX 77701
 Tel: 409-833-9460
 Cell: 409-553-4632
 Fax: 409-833-9470
 Website: www.tasteoforleansonline.com

Roofing

John & Lawrence
 Norman & Norman Roofing
 Beaumont, TX
 John Tel: 409-454-8586
 Lawrence Tel: 409-838-4266

Sanitary Supply

Armstead Price, Owner
 MVP Janitorial Inc.
 5430 Concord Road, Suite A
 P.O. Box 22961-2961
 Beaumont, Tx 77720
 Tel: 409-347-4100
 Cell: 409-454-5100

*S and S - Enterprises
 PO Box 1983
 Beaumont, TX 77704
 Tel: 409-842-0594
 Fax: 409-842-0594
 Pager: 409-726-3624

The Invisible Armor
Tammy Powell
P.O. Box 22492
Beaumont, TX 77720
Tel: 409-840-9801
Fax: 409-840-9815
Email: www.iarmor.net

Trophies

*Harold Williams & Sherrie Charles
AAA Trophy Shop & Etc.
4570 Highland Ave
Beaumont, TX 77705
Tel: 409-651-6050
Fax: 409-842-6473
Email: aaatrophystore@yahoo.com

Trucking/Heavy Hauling

Alex J. Jeanmard
J&J Trucking
Tel: 409-833-3026

Erwin Charles
Charles Trucking
Tel: 409-835-5805

Delisa Bean
Dawn Express
2005 Broadway, Suite 113
Beaumont, TX 77702
Tel: 409-212-8222

Frank Patillo
Frank Patillo Trucking
Tel: 409-833-0804

Gerald Castille
G&S Trucking & Mowing
Tel: 409-832-8347

Chris Gobert
Gobert Trucking Company
Tel: 409-838-5079

Jerry P. Bernard

Bernard's Trucking
Tel: 409-842-1259

Joseph Charles
J&P Trucking
Tel: 409-835-3119

Mrs. Shelia M. Mire
W&S Mire Trucking

Roland Eaglin
Roland Eaglin Trucking
Tel: 409-835-0100

Wrecker Services

Mr. Chuck Guillory
Chuck's Wrecker Service
2945 Blanchette Service
Beaumont, TX 77701
Tel: 409-832-8228
Fax: 409-833-8348

Tommy Guillory
Guillory's Wrecker Services
4020 Fannett Rd
Beaumont, TX 77705
Tel: 409-842-5106
Bernard Simon
Mirror Shine & Shoe Repair
657 Park
Beaumont, TX 77701
Tel: 409-835-5722

Exhibit E (SCHEDULE I)
“Tax Abatement Schedule”

Tax Year		Abatement Percentage
1.	2019	100%
2.	2020	100%
3.	2021	100%
4.	2022	100%
5.	2023	100%
6.	2024	100%
7.	2025	100%
8.	2026	100%
9.	2027	100%
10.	2028	100%

EXHIBIT F

(Reporting Template)

EPC Vendor Reporting

DATE: 01/20/2010 10:51:51 AM

Description of Work / Service	Vendor Name	Address	City	State	Zip	*Local Presence	*Port Arthur Presence	Explanation why Local Vendor was not Utilized	Order Issued	Order Value

*Local Presence- Supplier/Vendor has an office in region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler, Chambers Counties as well as the Bolivar Peninsula area of Galveston County
 *Port Arthur Presence- Supplier/Vendor has a local office in Port Arthur

- Bid Evaluations**
 Code
- A
 - B
 - C
 - D
 - E
 - F
 - G
 - H
 - I
- Terms and Conditions not accepted
 Declined
 No response
 Not lowest cost
 Incomplete Proposal
 Not enough insurance coverage for particular job
 Cannot deliver in a timely manner
 Other (include description of other exception)



AGENDA ITEM

June 22, 2015

Receive and file Annual Road Reports of Jefferson County Commissioners of Precincts 1,2,3,4 pursuant to Section 251.005, Texas Transportation Code and file a copy of same with the Grand Jury.

COUNTY OF JEFFERSON
PRECINCT NO. 1

§
§
§

ANNUAL ROAD REPORT

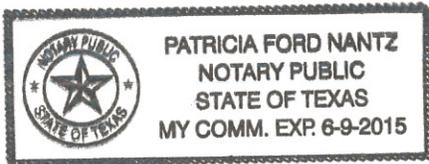
1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation: **Primary damage due to overweight truck traffic.**
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: **\$1,035,251.00 approximate total for the administrative and maintenance of roads - see complete 2015 budget.**
3. Number of traffic control devices in the precinct defaced or torn down: **60**
4. Any new road that should be opened in the precinct: **1. Diamond D Drive (451.27')**
2. Michelle Lane (2203.13')
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: **See 2015 R&B Pct #1 budget**

Submitted by the undersigned on this 9th day of June 2015.

Eddie Runold
Commissioner, Precinct 1

Subscribed and sworn to, before me, the undersigned authority, this 9th day of June 2015.

Patricia Ford Nantz
Notary Public



Jefferson County, Texas
My commission expires: 6-9-15

[File in minutes and submit to grand jury with a copy of any road work contracts for past year during ninth month of county fiscal year - Section 251.005, Transportation Code]

COUNTY OF JEFFERSON §
PRECINCT NO. 2 §

ANNUAL ROAD REPORT

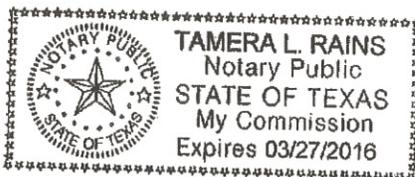
1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation: Generally Good Condition; however, Garner road appears to have damage is due to overweight truck traffic. Hillebrandt road is currently scheduled for a rebuild as a result of txdot grant funding.
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$1,409,753 approximate total for the administrative and maintenance of roads see complete 2014-2015 budget.
3. Number of traffic control devices in the precinct defaced or torn down: None signs and traffic control devices are replaced/updated/repared when found to be damaged or in need of replacement
4. Any new road that should be opened in the precinct: None identified at this time review pending.
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: See 2014-2015 Road & Bridge Precinct 2 budget.

Submitted by the undersigned on this 1 day of June, 2015.

Brent Weaver
Commissioner, Precinct 2

Subscribed and sworn to, before me, the undersigned authority, this 1 day of June, 2015.

Tamera L. Rains
Notary Public



Tamera L. Rains
My commission expires: 3/27/16

[File in minutes and submit to grand jury with a copy of any road work contracts for past year during ninth month of county fiscal year – Section 251.005, Transportation Code]

COUNTY OF Jefferson §
PRECINCT NO. 3 §

ANNUAL ROAD REPORT

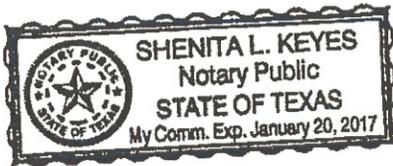
1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation:
Wilber Rd. from Hwy 73 to cattle guard where county maintenance ends needs a 2" overly of asphalt.
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$1,122,630.00 Plus approximately \$400,000 on Wilber Road
3. Number of traffic control devices in the precinct defaced or torn down: 5% as needed
4. Any new road that should be opened in the precinct: Simino Rd & Burgess Rd.
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: Bridge on Old Big Hill needs evaluation.

Submitted by the undersigned on this 1 day of June 2015
[Signature]
Commissioner, Precinct 3

Subscribed and sworn to, before me, the undersigned authority, this 1 day of June 2015.

[Signature]
Notary Public

January 20, 2017
My commission expires: January 20, 2017



[File in minutes and submit to grand jury with a copy of any road work contracts for past year during ninth month of county fiscal year – Section 251.005, Transportation Code]

Item 1 has been revised to include the primary cause of any road, culvert or bridge degradation (likely overweight oil & gas truck traffic) as required by S.B. 1747

COUNTY OF JEFFERSON §
PRECINCT NO. 4 §

ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation:

Generally Good Condition. Primary cause of damage is overweight oil field truck traffic.

2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$1,574,182.00 (approximate amount from 2015-2016 budget.)

3. Number of traffic control devices in the precinct defaced or torn down: None

4. Any new road that should be opened in the precinct: All roads should be open. (Clark Road was taken off the County inventory 8/26/13.)

5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: See Precinct # 4 2015-2016 Budget.

Submitted by the undersigned on this 3rd day of June 2015.

Timothy W. Ogden
Commissioner, Precinct 4

Subscribed and sworn to, before me, the undersigned authority, this 3rd day of June 2015.

Natalie Roberts
NATALIE ROBERTS
Notary Public
STATE OF TEXAS
My Commission
Expires 03/03/2016

My commission expires: 03/03/2016

[File in minutes and submit to grand jury with a copy of any road work contracts for past year during ninth month of county fiscal year – Section 251.005, Transportation Code]

Item 1 has been revised to include the primary cause of any road, culvert or bridge degradation (likely overweight oil & gas truck traffic) as required by S. B. 1747

**AGENDA ITEM****June 22, 2015**

Consider, possibly approve and authorize the County Judge to execute, receive and file a Master Agreement and AT&T Switched Ethernet Service Pricing Schedule between Jefferson County and AT&T Corp and AT&T ILEC Service, respectively, to update MIS Ethernet bandwidth.

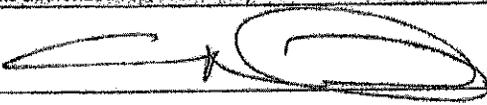


MASTER AGREEMENT

Customer Jefferson County Street Address: 1149 Pearl Street, 7 th Floor City: Beaumont State/Province: TEXAS Zip Code: 77701 Country: USA	AT&T AT&T Corp.
Customer Contact (for notices) Name: John Ferrara Title: Systems Administrator Street Address: 1149 Pearl Street, 6 th Floor City: Beaumont State/Province: TEXAS Zip Code: 77701 Country: USA Telephone: 2819880442 Fax: Email: jferrara@co.jefferson.tx.us	AT&T Contact (for notices) Street Address: Natasha Pratt City: 6500 West Loop South, Zone 3.1 State/Province: TEXAS Zip Code: 77401 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@aft.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

This Agreement shall be void if not executed by Customer and received by AT&T within 30 days of the date AT&T executed the Agreement, or if Customer alters, adds or deletes any of the provisions in the version executed by AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By: 
Name:	Name: GABRIELA RATULOWSKI Contract Management
Title:	Title:
Date:	Date: 5/20/15

1-360-MTSQ

MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

MASTER AGREEMENT

3.2 Safe Working Environment. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 Users. "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 Resale of Services. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term. The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 Additional Charges and Taxes. Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 Billing. Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 Payments. Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 Delayed Billing; Disputed Charges. Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 Credit Terms. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 MARC. Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

MASTER AGREEMENT

4.8 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
- (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

MASTER AGREEMENT

- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 **Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 **Customer's Obligations.** Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

MASTER AGREEMENT

8. SUSPENSION AND TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 Termination or Suspension. The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 Effect of Termination.

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e.,

MASTER AGREEMENT

not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 Assignment and Subcontracting.

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

MASTER AGREEMENT

10.12 Compliance with Laws. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 No Third Party Beneficiaries. This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 Survival. The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 Agreement Language. The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"Cutover" means the date Customer's obligation to pay for Services begins.

"Effective Date" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"MARC-Eligible Charges" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Minimum Payment Period" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Service Component" means an individual component of a Service provided under this Agreement.

"Service Publications" means Tariffs, Guidebooks, Service Guides and the AUP.

"Site" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.



AT&T SWITCHED ETHERNET SERVICESSM (ILEC Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

AT&T MA Reference No. _____
AT&T PS Reference No. T3YKXB

Customer	AT&T
Jefferson County Street Address: 1149 Pearl Street; 7 th Floor City: Beaumont State/Province: TX Zip Code: 77701 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: John Ferrara Title: Systems Administrator Street Address: 1149 Pearl Street, 6 th Floor City: Beaumont State/Province: TEXAS Zip Code: 77701 Country: USA Telephone: 409-835-8675 Fax: Email: jferrara@co.jefferson.tx.us Customer Account Number or Master Account Number:	Name: Natasha Pratt Street Address: 6500 West Loop South, 5.3 City: Bellaire State/Province: TEXAS Zip Code: 77401 Country: USA Telephone: 7135678508 Fax: 7135678450 Email: n15132@att.com Sales/Branch Manager: SCVP Name: Scherer Sales Strata: GEM Sales Region: SW <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Country: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code _____	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes ten percent (10%) or less of the total traffic on any Service.

Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

This Pricing Schedule shall be void if not executed by Customer and received by AT&T within 30 days of the date AT&T executed the Pricing Schedule, or if Customer alters, adds or deletes any of the provisions in the version executed by AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name: GABRIELA RATULOWSKI Contract Management
Title:	Title:
Date:	Date: 5/20/15

136P4RX

For AT&T Internal use only:	Contract Ordering and Billing Number (CNUM):
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Please sign by March 31, 2015.

**AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms**
1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service	AT&T Switched Ethernet Service SM	
Service Provider	Service Publication (Incorporated by reference)	Service Publication Location (URL)
AT&T Texas	AT&T Texas Service Publications, including Access Service Tariff, Section 20	http://opr.att.com/pdf/tx/tx.htm

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	60 months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or Installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	Non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
CIR/CoS	50% plus any unpaid or waived non-recurring charges	Until the end of the Minimum Payment Period for the associated Customer Port Connection
All other Service Components	50% plus any unpaid or waived non-recurring charges	60 months

* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period.

4. ADDS; MOVES; and UPGRADES
4.1 Adds

Orders for Service Components (other than CIR/CoS) in excess of quantities listed in Section A-1 of Attachment A ("Adds") are not permitted.

4.2 Moves

Per applicable Service Publication

4.3 Upgrades

4.3.1 Customers may upgrade their CIR to a higher speed without incurring Termination Charges, if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

Please sign by March 31, 2015.	AT&T SWITCHED ETHERNET SERVICE SM (ILEC Intrastate) Pricing Schedule Provided Pursuant to Custom Terms
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4.3.2 Pricing for Service Reconfiguration - Increase in CIR or CoS*

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A	As specified in Attachment A
Committed Information Rate (CIR) or Class of Service (CoS) not specified in Attachment A	55% discount off of the Service Publication monthly recurring rates then in effect for the increased CIR/CoS for the EPP term equal to the Minimum Payment Period of the associated Customer Port Connection, or if no such EPP term exists then the next shorter EPP term
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)	

5. WAIVERS

Waived Charges
Non-recurring Charge waivers, if any, will apply as identified in Attachment A.

6. RATES and CHARGES; QUANTITIES; INITIAL SITE and SERVICE CONFIGURATION

See Attachment A.

Please sign by March 31, 2015.

AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

ATTACHMENT A - Texas
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
Jefferson County

A-1 Rates and Charges; Initial Quantities

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC), (New Service Components only), per unit	Billed Non-recurring Charge (NRC), (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
Customer Port Connection - 100 Mbps / Basic / EYQEX	4	-	\$ 258.75	\$ 1,035.00	\$ 1,925.00	\$ 0.00	\$ 0.00
Customer Port Connection - 1 Glg / Basic / EYQFX	1	-	\$ 382.50	\$ 382.50	\$ 2,100.00	\$ 0.00	\$ 0.00
20Mb CIR / RealTime - Basic Only / R6EDX	4	-	\$ 531.00	\$ 2,124.00	\$ 150.00	\$ 0.00	\$ 0.00
250Mb CIR / RealTime - Basic Only / R6EQX	1	-	\$ 954.00	\$ 954.00	\$ 150.00	\$ 0.00	\$ 0.00
TOTAL billed MRR and NRC for Service Components and Quantities listed above:				\$ 4,495.50			\$ 0.00

*Any difference between the standard NRC and the billed NRC has been waived.

If any CIR or CoS is decreased before the end of the Minimum Payment Period, early termination charges will not apply; the MRR for the new CIR or CoS will be the then-current Service Publication rate for the EPP term equal to the Minimum Payment Period or if no such EPP term exists then the next shorter EPP term.

A-2 Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within six (6) months after the Effective Date, excluding AT&T delay	50% of MRR (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

A-3 Initial New and Existing Sites and Service Configuration

Pricing available only at the Service Sites specified below.

Please sign by March 31, 2015.

AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Table 1 - Complete a line for each Customer Port Connection.

Port ID #	Street Address	City	State	New or Existing Service
1.	1149 PEARL ST	BEAUMONT	TX	New
2.	5030 HWY 69 S	BEAUMONT	TX	New
3.	820 NECHES	BEAUMONT	TX	New
4.	525 LAKESHORE DR	PORT ARTHUR	TX	New
5.	860 4TH ST	PORT ARTHUR	TX	New

Table 2 - Associated Service Components to Customer Port Connections Identified above.

Port ID #	Customer Port Connection Speed	CIR Speed	Class of Service / Package	Regenerator
1.	1 Gbps Basic	250 Mbps	Real-Time	[Select]
2.	100 Mbps Basic	20 Mbps	Real-Time	[Select]
3.	100 Mbps Basic	20 Mbps	Real-Time	[Select]
4.	100 Mbps Basic	20 Mbps	Real-Time	[Select]
5.	100 Mbps Basic	20 Mbps	Real-Time	[Select]

Table 3 - Associated Features to Customer Port Connections Identified above.

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Diverse Access	Advanced Access Fallback	Enhanced Multicast
1.	[Select]	[Select]	[Select]	[Select]	[Select]
2.	[Select]	[Select]	[Select]	[Select]	[Select]
3.	[Select]	[Select]	[Select]	[Select]	[Select]
4.	[Select]	[Select]	[Select]	[Select]	[Select]
5.	[Select]	[Select]	[Select]	[Select]	[Select]

End of Document



JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF TIM SMITH
LAW ENFORCEMENT

CHIEF GEORGE MILLER
CORRECTIONS

CHIEF MARK DUBOIS
SERVICES

CHIEF RON HOBBS
NARCOTICS

To: Honorable Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette Alfred

From: G. Mitch Woods, Sheriff

Subject: Retiring – Assistant Chief Jeffrey D. Theriot
Jefferson County Sheriff's Office

Date: June 17, 2015

Please place the following item on the Commissioners' Court agenda for
June 22, 2015.

Consider and possible adopt a Resolution recognizing Jeffrey D. Theriot for 31 years of
dedicated service as an Assistant Chief in Corrections for the Jefferson County Sheriff's
Office and to the citizens of Jefferson County and wishing him well in his retirement.

Sincerely,

G. Mitch Woods, Sheriff
Jefferson County, Texas



Resolution

STATE OF TEXAS

§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

§

§

OF JEFFERSON COUNTY, TEXAS

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

WHEREAS, JEFFREY D. THERIOT, has devoted 31 years of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, JEFFREY D. THERIOT, has dedicated his talents and pledged his services in corrections for Jefferson County. During his career with the Jefferson County Sheriff's Office, he served in the capacity of a Corrections Officer, Sergeant, Lieutenant, and Captain in the Jefferson County Correctional Facility. Later in his career he served as an Assistant Chief in Corrections for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, **JEFFREY D. THERIOT**, has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, **JEFFREY D. THERIOT**, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend **JEFFREY D. THERIOT**, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

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 WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Special, June 22, 2015

There being no further business to come before the Court at this time,
same is now here adjourned on this date, June 22, 2015