

RESOLUTION NO. 11-194

**A RESOLUTION APPROVING A GRANT TO LAMAR
STATE COLLEGE-PORT ARTHUR FOR BURYING OR
RELOCATION OF OVERHEAD UTILITIES AND
REPLACING THE EXISTING UTILITY SERVICE IN AN
EIGHT BLOCK AREA UNDER THE OPERATION
DOWNTOWN SITE IMPROVEMENT GRANT PROGRAM**

WHEREAS, on May 9, 2009, a ballot proposition was presented to and approved by the qualified voters in the City of Port Arthur, Texas (the "City") for the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") to utilize Section 4A sales and use tax funds for "the cost of demolition of dilapidated structures and infrastructure limited to streets and roads, rail spurs, water and sewer utilities, electric and gas utilities, drainage, site improvements and related improvements necessary to promote or develop new or expanded business enterprises within a project area from 7th Street to the Intracoastal Canal and from Martin Luther King, Jr. Drive to Lake Charles Avenue within the City"; said authority limited to the PAEDC's expenditure of not more than \$750,000 per year for said projects (the "Ballot Proposition"); and

WHEREAS, the PAEDC has developed an application for a Site Improvement Grant Program under Operation Downtown; and

WHEREAS, Lamar State College-Port Arthur has submitted an Application for burying or relocation of overhead utilities and replacing existing utility service in an eight block area on Procter from Lake Charles Avenue to Augusta in accordance with the Application attached hereto as **Exhibit "A"** (the "Application") and made a part hereof for all purposes; and

WHEREAS, on May 2, 2011, the Board of Directors of the PAEDC considered and approved funding the Application of Lamar State College-Port Arthur in the amount of \$59,060 for the purpose of the burying or relocation of overhead utilities and replace existing utility service in an eight block area on Procter from Lake Charles Avenue to Augusta as outlined in the Application; and

WHEREAS, funds are available during fiscal year 2010-2011 from the funds allocated in the Ballot Proposition for improvements outlined in the Application; and

WHEREAS, PAEDC has adopted an OPERATION DOWNTOWN Site Improvement Grant Agreement attached hereto as Exhibit "B" (the "Grant Agreement") with related exhibits which outline the responsibilities and financial commitment of Lamar State College-Port Arthur to burying or relocation of overhead utilities and replace existing utility service in an eight block area on Procter from Lake Charles Avenue to Augusta as outlined in its Application to be funded in part by the Grant.

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

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

Section 2. That the City Council hereby authorized the allocation of \$59,060 of funds from the Ballot Proposition for fiscal year 2010-2011 to fund the burying or relocation of overhead utilities and replace existing utility service in an eight block area on Procter from Lake Charles Avenue to Augusta under the Application submitted by Lamar State College-Port Arthur.

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

READ, ADOPTED AND APPROVED on this 31st day of May A.D., 2011,
at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor Prince

Councilmembers Scott, Segler, Beard, Williamson,
and Thomas.

NOES: None.

Deloris Prince
Deloris "Bobbie" Prince, Mayor

ATTEST:

Sherri Bellard
Sherri Bellard, Acting City Secretary

APPROVED:

Floyd Batiste
Floyd Batiste, PAEDC CEO

APPROVED AS TO FORM:

Guy N. Goodson
Guy N. Goodson, PAEDC Attorney

APPROVED AS TO FORM:

Valecia R. Tizeno
Valecia R. Tizeno, City Attorney
(on behalf of)

Exhibit “A”



Lamar State College — Port Arthur
A Member of The Texas State University System

April 26, 2011

Mr. Floyd Batiste
Chief Executive Officer
Port Arthur Economic Development Corporation
P.O. Box 3934
Port Arthur, Texas 77642

Dear Floyd:

Enclosed please find an 'Operation Downtown Site Improvement Grant Program' application submitted by Lamar State College-Port Arthur. The college is striving to make the campus a safer and more inviting environment. We have developed a plan to bury or relocate overhead utilities and replace the existing service in an eight block area on Procter from Lake Charles Avenue to Augusta Avenue. The cost of this project is \$236,243 and the grant requested is \$59,060 which meets your 3 to 1 test of funding. The proposal is to install 35 pole lights on concrete bases with landscaping along the major entrance to the downtown area that passes through the heart of the campus. When completed this upgrade will not only beautify the campus and the approach to downtown, but also provide a brighter safer campus environment for evening school and campus events.

If you have questions, please let me know. The project is expected to begin July 1st and be completed by October 1, 2011.

Sincerely,

Sam Monroe
President

/ds
Enclosures

Office of the President
P.O. Box 310 • Port Arthur, Texas 77641-0310
Phone 409-984-6100 • 800-477-5872 • Fax 409-984-6032
E-mail Sam.Monroe@lamarpa.edu

OPERATION DOWNTOWN
Site Improvement Grant Program
Application

APPLICANT INFORMATION

Is the applicant a: Corporation Partnership Proprietorship Individual

Name of Applicant: d/b/a

Lamar State College-Port Arthur

Mailing Address:

P.O. Box 310, Port Arthur, Texas 77641

Contact Name: Sam Monroe

Title: President

Telephone: (Work) Home 409-984-6100

Email: Sam.Monroe@lamarpa.edu

Type of Business: Two-year College

PROPERTY INFORMATION

The Port Arthur Downtown Revitalization Target Area: _____

Street address of property to be improved: 1100 Procter to 1800 Procter

Legal Description: Lot Block Tax Account No N/A

Does the applicant own or lease the property. N/A

If leasing, please include copy of lease agreement and letter of approval from owner.

Is the property currently: occupied N/A vacant N/A If vacant, when will property be occupied (date) N/A

What is the current and proposed use of the property?

How many **full time** employees, if any, does the business currently employ?
178

Do you anticipate hiring additional employees after the proposed improvements are complete? Yes _____ No X

If so, how many more?

PROJECT INFORMATION

Description of Site Improvements and related improvements including
Improvements to facade:

The project is designed to bury or otherwise re-route overhead utility lines on Procter Street between Lake Charles Avenue and Augusta Avenue. This eight block area would then receive 35 new light fixtures spaced about 70 feet apart. The area would also be landscaped along Procter.

Estimated total cost of project: \$ 236,243 (Attach Project Budget form)

Grant funds are available up to **\$250,000** per eligible property.

When does the project need to begin? 7-1-2011 Estimated time to complete
(Date)

Job? 90
(# of days)

NOTE: Work must not start prior to contract execution.

Attach:

1. Recent photos of the property **(required)**
2. Budget and supporting estimates **(required)**
3. Copy of lease and/or letter from property owner granting approval or copy of warranty deed (if applicable)
4. Proof of funds for 75% of the total cost of the project **(required)**
5. Drawings or renderings that convey concept (if available)
6. Paint chips, color board or other samples (if available)

I certify that work has not started nor have I entered into any contract with any contractor for work to be covered under this grant application. I also understand that I will have to sign an agreement with the City of Port Arthur Economic Development Corporation to be approved by the City of Port Arthur regarding this grant award; a maintenance covenant will be filed to insure that the improvements will be maintained.

Applicant signature Sam Monroe Date 4-26-2011

Applicant printed name Sam Monroe



Lamar State College — Port Arthur
A Member of The Texas State University System

April 26, 2011

Mr. Floyd Batiste
Port Arthur Economic Development Corporation
P.O. Box 3934
Port Arthur, TX 77642

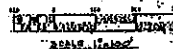
Dear Mr. Batiste:

I am writing this letter to give you assurance that Lamar State College-Port Arthur has Higher Education Assistance Funds (HEAF) available for our campus lighting project. We have encumbered \$180,000 of our HEAF funds for this project.

Please let me know if additional information is needed.

Sincerely

Mary Wickland, CPA
Director of Accounting



PROJECT BUDGET

AT&T	\$	11,070
Time Warner		27,442
Entergy		56,000
JPL Electric		121,731
Landscaping		20,000
	\$	236,243

PROPOSED METHOD OF FINANCE

Lamar State College-Port Arthur	\$	177,183
Port Arthur EDC		59,060
	\$	<u>236,243</u>



Entergy Distribution
P.O. Box 2546
Port Arthur, TX 77643
Tel 409 982 5630
Fax 409 982 5949
tscott4@entergy.com

T. Phillip Scott
Sr. Engineering Assistant

February 8, 2011

Lamar State College – Port Arthur
Mr. Steve Arnold
Assistant Director

RE: Cost estimate to remove existing overhead power line facilities in front of Lamar State College-PA.

Dear Mr. Arnold:

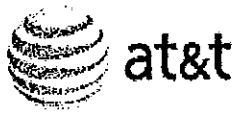
As per our conversation, I have completed an estimate to remove the existing overhead power line facilities in front of Lamar State College-Port Arthur Campus. Removal of the power poles and facilities will include an area on the south side of Procter Street from Lake Charles Ave to Augusta Ave. All street lights in the effected area will need to be approved for removal by the City of Port Arthur. The total cost of this project will be approximately \$56,000.00. This work does not include any street light replacement project by Entergy Texas once the existing poles and facilities are removed.

Before an order can be approve and release to construction, we need advance payment from your concern. After payment has been received please allow twenty (20) working days to complete the project. The cost of this project will remain in effect for sixty (60) days from present date. If any questions concerning this project you may call me at (409) 982-5830 or email: tscott4@entergy.com . Thank you.

Sincerely,

Phillip Scott

Phillip Scott
Entergy Texas Inc.
Sr. Engineering Assistant
Distribution Operations
Area Design East



FEBRUARY 15, 2011

RE: CWOTS Record Number 243T11

Dear Stephen Arnold,

This letter is in regards to your request for Southwestern Bell Telephone Company d/b/a AT&T Texas (hereafter "SWBT") to perform construction services for you. Enclosed please find an Application and Letter of Agreement for Construction Services. This application describes the construction services you have requested along with the associated charges for us to do the work. We require an advance payment on this amount, which is also shown on the application.

Both the APPLICATION with customer's original (ink) signature and ADVANCE PAYMENT must be received by our office before we can proceed on your behalf with the work. **Please send checks or money order made payable to AT&T.** Our mailing address for these documents is listed below:

Southwestern Bell Telephone Company d/b/a AT&T Texas
Attn: Glenda Curtin
5252 Hollister St., 4th Floor
Houston, Texas 77040
Phone: 713-638-5595

If you decide not to proceed with this work, please call our business office so that we may cancel your request. As always, please feel free to contact our business office **713-638-5595** if you have any questions regarding this matter.

Please refer to the record number at the top of your application to assist us in locating your file.

Sincerely,

Mary Hernandez
Sr. Contract / Sourcing Specialist / CWOTS
Southwestern Bell Telephone Company

8056 Contract Cost



CWOTS #: 243T11
5252 Hollister St., 4TH Floor
Houston, Texas 77040
Page 1 of 4

APPLICATION and LETTER OF AGREEMENT FOR CONSTRUCTION SERVICES

FEBRUARY 15, 2011

CWOTS Record Number: 243T11
Customer Billing Telephone Number: 409-983-4921

BILL TO: LAMAR STATE UNIVERSITY PA
ATTN: STEPHEN ARNOLD
P O BOX 310
PORT ARTHUR, TEXAS 77641

WORK SITE LOCATION: PROCTER STREET, LAMAR STATE UNIVERSITY PA

DESCRIPTION OF CONSTRUCTION SERVICES TO BE PERFORMED: THIS PROJECT COST IS TO PLACE AND SPLICE APPROX. 281' OF NEW 100 PAIR BURIED CABLE AND 286' OF NEW 200 PAIR BURIED CABLE TO RELOCATE CABLE TO ALLEYWAY AT THE CUSTOMER'S REQUEST. AT&T WILL REMOVE THE OLD CABLE, (3) POLES AND ALL AERIAL FACILITIES.

LABOR EXPENSE: \$ 7,761.50; MATERIAL EXPENSE: \$ 1,467.50; OVERHEAD EXPENSE: \$ 1,841.03

CHARGE FOR CONSTRUCTION SERVICES: CONTRACT PRICE: \$ 11,070.03

Applicant requests that Southwestern Bell Telephone Company d/b/a AT&T Texas (hereafter "SWBT") perform the above-described construction services on Applicant's behalf. Applicant agrees to pay the charge(s) indicated above for such services plus applicable taxes. The charge(s) will be computed in accordance with Southwestern Bell Telephone Company ordinary accounting practices and will include allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses and sundry billings from sub-contractors and suppliers for work and materials related to the job.

PRICE QUOTE

The price is guaranteed for 60 days from FEBRUARY 15, 2011. If the charges are not accepted within 60 days the order will be cancelled and a new order will need to be placed. The second estimate may be higher than the price that was originally quoted.

PAYMENT

Applicant agrees to make an advance payment of \$ 11,070.03 prior to commencement of the work. Charges for construction services and applicable taxes will be billed on a special bill separate from the bill that Applicant receives for telephone service.

Applicant, its agents, servants, or employees agree to make payment on change orders within thirty (30) days of the date of signature on the change order. Failure to make payment within the designated thirty (30) day time period will operate to cancel the change order and Southwestern Bell Telephone Company will cease all work activity on the project until payment is made.



CWOTS # : 243T11
FEBRUARY 15, 2011
5252 Hollister St., 4TH Floor
Houston, Texas 77040
Page 2 of 4

When the Applicant agrees to Interval Billing *, the balance of the Contract Price or Actual Cost (as applicable) will be made in monthly payments. If the Actual Cost made varies from the Estimated Cost, then a correcting adjustment will be made in the last payment. If the parties cannot agree to Interval Billing, Applicant will make an advanced payment as indicated above.

*Applicable to orders over \$25,000 and work will take 6 or more months to complete.

TAXES

Applicant will pay and indemnify SWBT against all sales, use and other taxes (excluding income and franchise taxes), including fees, levies, other similar charges, interest and penalties imposed upon and paid by or assessed on SWBT by reason of its sale and installation of material and provision of construction services under this Application except to the extent a valid tax exemption certificate is provided by Applicant to SWBT prior to the delivery of material and provisioning of construction services.

STOP WORK ORDER

In the event that Applicant issues a stop work order, or places the project "on hold", at any point during the progress of the work, said stop work order or request to "hold" work must be issued in writing and must be delivered via certified mail, return receipt requested to **Pam Johnson, 11930 Airline Drive, Room 205, Houston, TX 77037**. If Applicant issues a stop work order, or a request to "hold" work, the contract price quoted herein will remain valid until sixty (60) days from the date of the stop work or "hold" work order. At the expiration of the sixty (60) days, the contract price quoted herein will expire and a new contract price will be determined and provided, in writing, to Applicant. The new contract price may be higher than the contract price quoted in this custom work order.

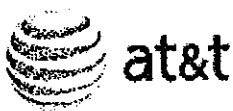
If, after issuing a stop work, or "hold" work order, Applicant elects to cancel the contract, Applicant must inform Southwestern Bell Telephone Company in writing of the cancellation. Southwestern Bell Telephone Company will deduct any expenses incurred in performing the work from Applicant's advance payment and refund any remaining funds to Applicant.

Under no circumstances will Southwestern Bell Telephone Company be responsible to Applicant for any alleged damages or additional expenses incurred by Applicant as a result of a stop work order or an order to "hold" work on the project.

CANCELLATION

If the Applicant cancels the work prior to completion, Applicant must notify Southwestern Bell Telephone Company in writing of said cancellation.

If Applicant elects to cancel the work prior to completion, Applicant agrees to pay Southwestern Bell Telephone Company for the costs it has incurred in starting performance under the contract. If Applicant has made an advance payment, Southwestern Bell Telephone Company will deduct its costs and expenses incurred as of the date of Applicant's notice of cancellation from the amount of the advance payment. Any amount remaining will be refunded to Applicant.



CWOTS #: 243T11
FEBRUARY 15, 2011
5252 Hollister St., 4TH Floor
Houston, Texas 77040
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CHANGES IN SCOPE OF WORK OR CHANGES IN FIELD CONDITIONS

Should concealed conditions exist, including conditions that may exist below the surface of the ground, or if conditions exist that could not have been anticipated by Southwestern Bell Telephone Company at the time of this agreement, Southwestern Bell Telephone Company will be entitled to additional funds and/or additional time to complete the work. Southwestern Bell Telephone Company will request such additional funding and/or additional time through a request for a change order.

Conditions that may materially alter the scope of the work and/or the cost associated with the work include but are not limited to conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes, and other conditions or circumstances that Southwestern Bell Telephone Company could not reasonably anticipate at the time of providing the above referenced price quote to Applicant.

Should Applicant or its agents, servants, or employees order or seek changes in the scope of the work, Southwestern Bell Telephone Company is entitled to seek from Applicant, its agents, servants, or employees, additional funds as necessary to perform the work, and additional time, as necessary to complete the work. Said request for additional funds and/or additional time will be through change order.

All change orders will be in writing.

All change orders will be submitted and accepted by Applicant, its agents, servants or employees, before Southwestern Bell Telephone Company proceeds to execute the work or, if work has been initiated on the project, continues with executing the work except in an emergency endangering life or property.

Applicant, its agents, servants or employees, are deemed to have accepted the terms of any change order by signing where indicated on the change order.

Under no circumstances will Southwestern Bell Telephone Company request for a change order be deemed or used as evidence of delay on the project. Nor will any change order issued in this project be used to charge Southwestern Bell Telephone Company with responsibility for any alleged delay on the project.

NO DAMAGE FOR DELAY

Under no circumstances will Southwestern Bell Telephone Company be held liable to Applicant, Applicant's agents, employees or contractors, for any alleged delay on the project that forms the basis for this agreement for construction services.

TIME TO COMPLETE

Any representation by Southwestern Bell Telephone Company its agents, servants or employees that the project, will be complete by a certain date or certain time period is strictly an estimate and not binding on Southwestern Bell Telephone Company its agents, servants, or employees. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within Southwestern Bell Telephone Company control, Acts of God, weather delays, labor disputes, vendor/contractor disputes, and other conditions or circumstances that Southwestern Bell Telephone Company its agents, servants, or employees, could not reasonably anticipate at the time of the estimate.

8056 Contract Cost



CWOTS #: 243T11
FEBRUARY 15, 2011
5252 Hollister St., 4TH Floor
Houston, Texas 77040
Page 4 of 4

CHOICE OF LAW AND ARBITRATION

Texas law governs the application of this agreement and all terms contained therein.

ENTIRE AGREEMENT

The parties agree that the terms set forth herein constitute the entire agreement and there are no other agreements regarding the project that is the subject of this agreement between the parties.

MODIFICATION & NOTICE

Any modification to this agreement must be made in writing and signed by both parties.

Any party to this agreement may provide the other party with notice of any fact or condition by providing such information in writing and serving said writing via certified mail, return receipt requested.

**ACCEPTED FOR
CUSTOMER:**

**ACCEPTED FOR
SOUTHWESTERN BELL TELEPHONE COMPANY:**

Authorized Signature, Title or
Relationship to Company or Individual

By:
Title: Sr. Contract / Sourcing Specialist / CWOTS

Company: LAMAR STATE UNIVERSITY PA

Company: Southwestern Bell Telephone Company

Printed Name: _____

Printed Name: Mary Hernandez

Date: _____

Date: _____



at&t

5252 Hollister St., 4TH Floor
Houston, TX 77040

BILLING INVOICE

LAMAR STATE UNIVERSITY PA
ATTN: STEPHEN ARNOLD
P O BOX 310
PORT ARTHUR, TEXAS 77641

DATE 2/15/2011

CWOTS NUMBER 243711

WORK SITE LOCATION: PROCTER STREET, LAMAR STATE UNIVERSITY PA

DESCRIPTION OF CONSTRUCTION SERVICES TO BE PERFORMED: THIS PROJECT COST IS TO PLACE AND SPLICE APPROX. 281' OF NEW 100 PAIR BURIED CABLE AND 286' OF NEW 200 PAIR BURIED CABLE TO RELOCATE CABLE TO ALLEYWAY AT THE CUSTOMER'S REQUEST. AT&T WILL REMOVE THE OLD CABLE, (3) POLES AND ALL AERIAL FACILITIES.

THE WORK AND COST IN THIS INVOICE ARE SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN THE ACCOMPANYING AT&T APPLICATION AND LETTER OF AGREEMENT FOR CONSTRUCTION SERVICES.

DETAIL OF CHARGES:

8 HRS ENGINEERING LABOR: Required for field visits, engineering time, drafting time, records posting, and estimate processing.	\$ 998.89
30 HRS AT&T SPLICING LABOR:	\$ 2,346.46
CONTRACTOR EXPENSE:	\$ 3,728.85
MINOR & MISC. EXPENSE: EXEMPT MATERIAL Supplies that are of small value for which it is impracticable to track individually; i.e. connectors, nuts, bolts and other miscellaneous items.	\$ 667.30
OVERHEAD EXPENSES: Includes Corporate loadings that covers expenses such as executive planning, accounting, human resources, information management, legal and other general administrative cost incurred in supporting custom work projects.	\$ 1,841.03
MATERIAL COST: Required for: APPROX. 281' of 100 Pair Buried Cable; 286' of 200 Pair Buried Cable	\$ 1,467.50
<u>TOTAL:</u>	\$ 11,070.03

Make checks payable to AT&T
Attn: Glenda Curtin
713.638.5595
5252 Hollister St., 4TH Floor
Houston, Texas 77040

602 N. Hwy. 69
Nederland, Texas 77627
(409) 727-1515
Fax (409) 727-5050



November 2, 2010

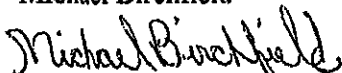
Lamar University
ATT: Steve Arnold
P.O. Box 310
Port Arthur, Texas 77641

RE: Relocation of Time Warner Cable Facilities at Lamar University Port Arthur

Mr. Arnold,

Per your request this is an invoice letter to relocate our facilities at Lamar University Port Arthur for your new expansion. I have attached a construction authorization form to this letter showing the cost of materials and labor to relocate. If the price meets with your approval please sign and return a copy of letter with a PO for payment or a check made payable to Time Warner Cable attention Michael Birchfield at 602 N. Hwy. 69 Nederland, Texas 77627. If I can be of further assistance I can be contacted at (409)720-5582.

Thank You,
Michael Birchfield


Construction Supervisor

Total Amount: \$ 27,442.00

SIGNATURE: _____

PROJECT INFORMATION	Location Name:	NTX Golden Triangle Residential
	Project Name:	LAMAR UNIVERSITY PT. ARTHUR REIMBURSEMI
	Activity Name:	LAMAR UNIVERSITY PT. ARTHUR REIMBURSEMI
	Line of Business:	Video - Residential
	Project Type:	Forced Relocation
	PA Type:	New

	Miles	Cost Per
Aerial	0.67	40958.47106
Underground	0.00	
Total	0.67	40958.47106

	Passings	Cost Per
Aerial	322.00	85.22414786
Underground	0.00	
Total	322.00	85.22414786

BU	Project #	ID	OU	ES	Product	EA	Rel Cat	Sub Cat
14900	N1466100408		1466	31		601	PRELO	Multiple

Project Justification

LAMAR UNIVERSITY HAS REQUESTED A COST TO RELOCATE .67 MILES OF AERIAL PLANT

Will this project result in the disposal of assets? Select Answer

LEAVE BLANK

			Contract Labor	In-House Labor	Materials	Freight	Reimbursement	Total
PRELO								
Design - Aerial	A10	601		502				502
Make Ready - Aerial	A11	601						
Strand & Hardware - Aerial	A12	601	90	12	1,405	32		1,539
Splicing & Electronics - Aerial	A13	601	800	118	5,402	148		7,468
Fiber Construction - Aerial	A14	601	2,309	1,846	3,934	91		7,980
Coaxial Construction - Aerial	A15	601	5,550	832	3,491	81		9,954
Capitalized Interest - Aerial	A16	601						
UG								
Design - UG	U11	601						
Make Ready - UG	U10	601						
Hardware - UG	U12	601						
Splicing & Electronics - UG	U13	601						
Fiber Construction - Headend	H31	646						
Fiber Construction - UG	U14	601						
Coaxial Construction - UG	U15	601						
Capitalized Interest - UG	U16	601						
INSTL								
Drops - New Connects	I01	601						
Make Ready - Replacements	I02							
Total			8,749	3,109	15,232	352		27,442

PA TOTALS	Project #	N1466100408	Was this activity Budgeted?	Select Answer	Budget	Outlook	YTD Authorized	Uncommitted	
								Total Requested Authorization	\$ 27,442

APPROVALS	Requester Information		Required Approvals		Date
	Name:	_____	VP of Construction	_____	_____
	Title:	_____	Region VP of Engineering	_____	_____
	Phone:	_____	Date	_____	_____
	Signature:	_____		_____	_____

JPL Electric, LLC

11346 Dugat Road
BEAUMONT, TX 77705
PHONE / FAX 409-794 - 1780
TECL# 24363

Lamar State Collage
Port Arthur, Texas
Att: Stephan Arnold
Re: Street lighting project

Price based on the following items

1. (35) concrete pole bases
2. (3) J boxes
3. 2,800' Boring
4. (3) 480 volt Services
5. Storage container for light fixtures
6. Install (35) pole lights
7. Miscellaneous Materials and Labor
8. Locate new poles as close to location shown on drawing

**Price is Seventy One Thousand Two Hundred Ninety Dollars and No Cents
(\$71,290.00) No Tax**

Lighting package (A) 35 poles and light fixtures (\$50,441.00)
Lighting package (B) 35 poles and light fixtures (\$66,471.00)

Total price for furnishing and installing package (A) (\$121,731.00) No Tax
Total price for furnishing and installing package (B) (\$137,761.00) No Tax

**Excludes Concrete cutting and patching, repairing underground unmarked
utilities and Utility Company charges**

Price is base on working hours between 7:00 am and 3:30 pm Monday thru Friday.

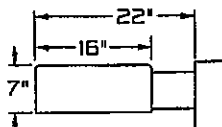
Thanks,

Danny Youngblood (Estimator)
Janet Leblanc (Owner)
JPL Electric Hub ID #1300579388300

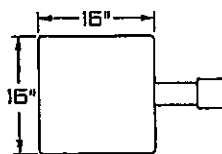
If you approve this please sign and fax to (409) 736 - 3373

Regulated by the Texas Dept. of Licensing and Regulation P.O. Box 12157 Austin TX 78711, 1-800803-9202, 512-463-6599,
WEBSITE: LICENSE.STATE.TX.US/COMPLAINTS Price is good for thirty days from time of quote (1/7/11)

(400 WATT MAX.)

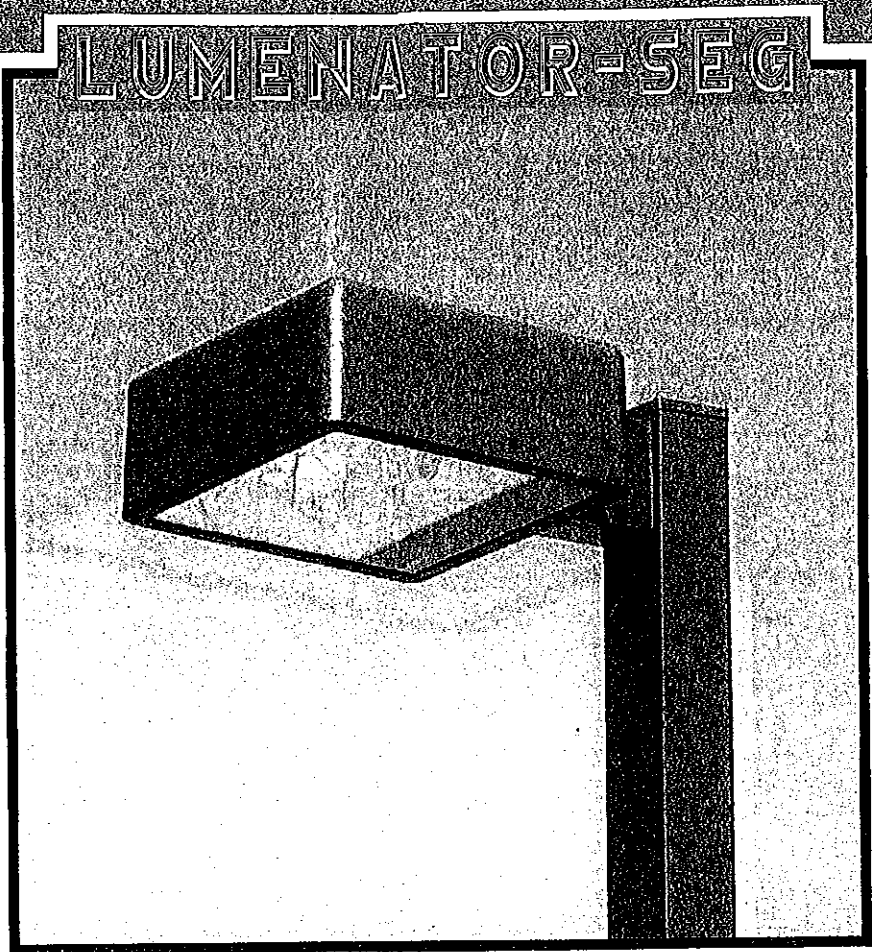


SIDE VIEW



TOP VIEW

E.P.A. 1.12



SPECIFICATIONS

HOUSING: PRECISE, ROUND CORNER CAST ALUMINUM CONSTRUCTION.

LENS ASS'Y: PRECISE, DURABLE CAST ALUMINUM DOOR FRAME SURROUNDS 3/16" CLEAR TEMPERED GLASS LENS. GLASS IS SEALED TO DOOR WITH HIGH TEMPERATURE SILICONE SEAL.

OPTICS: COMPUTER DESIGNED SPECULAR SEGMENTED REFLECTOR WITH AN AUXILIARY HAMMERED PATTERNED TOP REFLECTOR COMBINES WITH LENS TO PRODUCE AN EFFICIENT SHARP CUTOFF LIGHT DISTRIBUTION.

GASKETING: CLOSED CELL EPDM GASKETING COMPRESSED BETWEEN DOOR AND HOUSING SEALS OPTICAL CHAMBER.

LAMP HOLDER: MOGUL BASE PORCELAIN.

LAMP: (BY OTHERS)

BALLAST: H.P.F./C.W.A. AUTOTRANSFORMER, -20° STARTING TEMPERATURE.

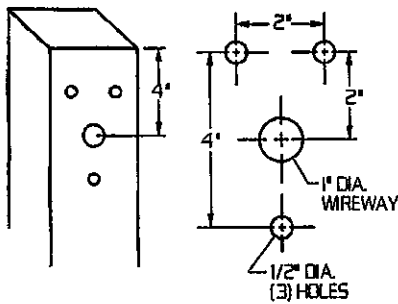
ARM: 3"X5"X6" LONG HEAVY WALL EXTRUDED ALUMINUM. ARM IS SECURED TO HOUSING AND TO POLE WITH STAINLESS STEEL RODS.

FINISH: POLYESTER POWDER COAT-STATE OF THE ART 20 PSI PRESSURE POWER WASH AT 140° TEMPERATURE INCORPORATES FOUR STEP IRON PHOSPHATE PROCESS TO CLEANSE AND PRETREAT THE METAL SURFACE FOR MAXIMUM PAINT ADHESION. ELECTROSTATICALLY APPLIED TEXTURED POLYESTER POWDER TOP COAT IS BAKED AT 400° TEMPERATURE FOR MAXIMUM HARDNESS AND EXTERIOR DURABILITY.

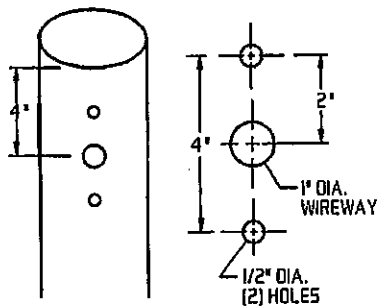


UNIVERSITY OF ALABAMA
2001-2002
1000 GUNN RD
TUSCALOOSA, AL 35401
WWW.USALIGHT.COM

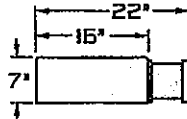
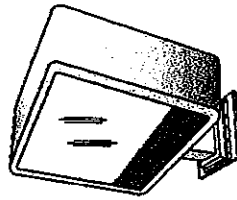
TYPICAL SQUARE POLE TEMPLATE



TYPICAL ROUND POLE TEMPLATE

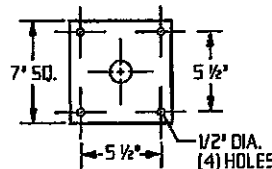


WALL MOUNT

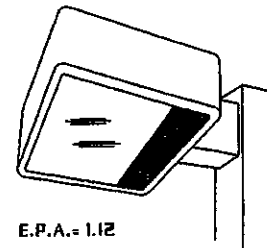


EXTRUDED ALUMINUM ARM AND CAST ALUMINUM WALL BRACKET ASSEMBLY PROVIDED WITH BUILT IN BASKETED WIRE ACCESS FOR FIXTURE/SUPPLY WIRE CONNECTION.

WALL PLATE



LAMP SIZE:
100 - 400 WATT











E.P.A. = 1.12

PRECISE COMPUTER DESIGNED, SEGMENTED SHARP CUTOFF OPTICS.

IMPACT RESISTANT TEMPERED GLASS LENS.

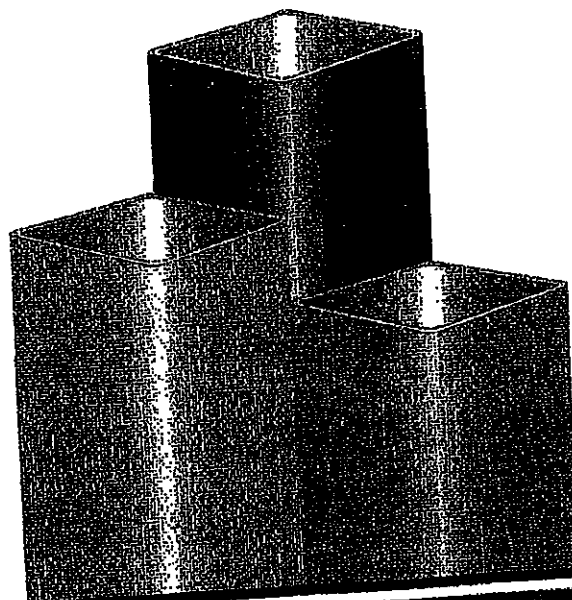
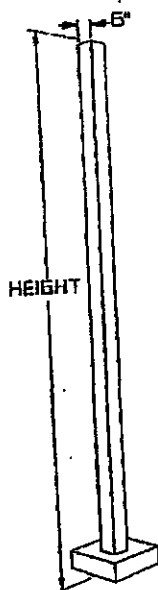
SOFT CORNER DESIGN HOUSING.

ORDERING INFORMATION

MODEL NO.: LUM-SEG	OPTICS	WATTAGE TYPE VOLTAGE	MOUNTING	FINISH	OPTIONS
MODEL NO.:	OPTICS	LAMP	MOUNTING	FINISH	OPTIONS
LUM-SEG	<input type="checkbox"/> TYPE III III..... 	<input type="checkbox"/> 400 <input type="checkbox"/> HPS <input type="checkbox"/> 120	<input type="checkbox"/> 1 	<input type="checkbox"/> DARK BRONZE DBM	<input type="checkbox"/> CLEAR POLYCARBONATE DIFFUSERLEX
	<input type="checkbox"/> TYPE IV (FORWARD THROW) IV..... 	<input type="checkbox"/> 250 <input type="checkbox"/> MH <input type="checkbox"/> 208	STREET LIGHTING ARM MOUNT	<input type="checkbox"/> MEDIUM BRONZE MBM	<input type="checkbox"/> HOUSE SIDE SHIELDHS
	<input type="checkbox"/> TYPE V V-SQ... 	<input type="checkbox"/> 200 <input type="checkbox"/> MV <input type="checkbox"/> 240	<input type="checkbox"/> ST 23  (TO FIT OVER 2 3/8" O.D. ARM)	<input type="checkbox"/> BLACK BKM	<input type="checkbox"/> PHOTO CELL + VOLTAGE (EXAMPLE: PC120V)PC+V
		<input type="checkbox"/> 175 <input type="checkbox"/> 277	ADJUSTABLE KNUCKLE	<input type="checkbox"/> WHITE WTM	<input type="checkbox"/> TWIST LOCK PHOTO CELL+VOLTAGE (EXAMPLE TPC120V)TPC+V
		<input type="checkbox"/> 150 <input type="checkbox"/> 480	<input type="checkbox"/> NKLE23  (TO FIT OVER 2 3/8" O.D.)	<input type="checkbox"/> SILVER SLM	<input type="checkbox"/> TWIST LOCK RECEPTACLE ONLYTPR
		<input type="checkbox"/> 100 <input type="checkbox"/> MT	<input type="checkbox"/> NKLE27  (TO FIT OVER 2 7/8" O.D.)		<input type="checkbox"/> SINGLE FUSE (120V., 277V)SF
			WALL MOUNT		<input type="checkbox"/> DOUBLE FUSE (208V., 240V)DF
			<input type="checkbox"/> WM 		
		METAL HALIDE UNITS ONLY USE ED28 LAMP FOR 400 W. USE MEDIUM BASE LAMP FOR 100 W.	SEE ACCESSORIES SECTION FOR ST23 AND NKLE DETAILS	SEE PAGE 3 FOR ADDITIONAL COLORS	



SNTS 6"



6" SQUARE STRAIGHT STEEL

SPECIFICATIONS

- SHAFT:** 6" SQUARE, FABRICATED FROM HIGH GRADE STRUCTURAL STEEL TUBE. SHAFT CONFORMS TO ASTM-A-501-68 SPECIFICATIONS. MEETS OR EXCEEDS MINIMUM YIELD STRENGTH OF 46,000 P.S.I. WALL THICKNESS 11 GA. (.120 WALL) OR 7 GA. (.180 WALL) AS SPECIFIED. REINFORCED HAND HOLE IS FURNISHED WITH COVER. SHAFT IS FURNISHED WITH GROUND LUG LOCATED INSIDE POLE ON WALL OPPOSITE HAND HOLE.
- BASE PLATE:** FABRICATED FROM STRUCTURAL QUALITY HOT ROLLED STEEL. MEETS OR EXCEEDS MINIMUM YIELD STRENGTH OF 36,000 P.S.I. BASE TELESCOPES AND IS CIRCUMFERENTIALLY WELDED TO POLE SHAFT. SLOTTED BOLT HOLES PROVIDE 1" FLEXIBILITY ON EITHER SIDE OF BOLT CIRCLE CENTERLINE.
- ANCHORAGE:** 14) ANCHOR BOLTS FABRICATED FROM HOT ROLLED STEEL BAR. MINIMUM YIELD STRENGTH OF 50,000 P.S.I. BOLTS HAVE "L" BEND ON ONE END AND ARE THREADED ON THE OTHER END. BOLTS ARE FULLY GALVANIZED AND ARE FURNISHED WITH TWO NUTS AND TWO WASHERS.
- BASE COVER:** FABRICATED FROM HEAVY GAUGE QUALITY CARBON STEEL. TWO PIECE COVER CONCEALS BASE.
- FINISH:** POLYESTER POWDER COAT. THE METAL SURFACE IS PRETREATED BY SAND BLAST PROCESS FOR MAXIMUM PAINT ADHESION. ELECTROSTATICALLY APPLIED POLYESTER POWDER TOPCOAT IS BAKED AT 400° TEMPERATURE FOR MAXIMUM HARDNESS AND EXTERIOR DURABILITY.

U.S. ARCHITECTURAL
LIGHTING

ONE WEST AVENUE, SUITE 100, WEST
VALLEY, CALIFORNIA 92686
PHONE (949) 261-8877
www.usaltg.com

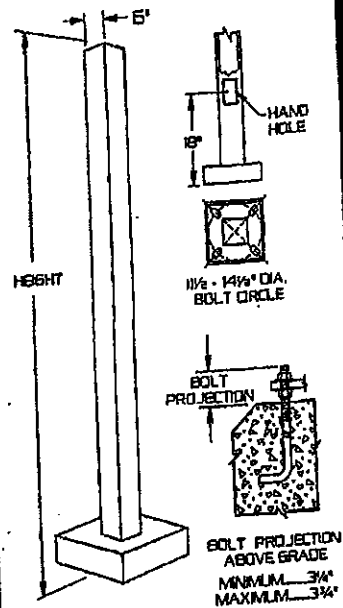
F1-5
PAGE

SNTS SERIES

ENGINEERING DATA Maximum EPA - Square Feet

Catalog Number	Maximum Flt. wgt.	100 MPH	90 MPH	80 MPH	70 MPH
SNTS 206-7	400	21.9	26.2	34.3	52.1
SNTS 256-7	400	14.7	21.8	29.2	37.1
SNTS 306-7	400	9.8	14.5	20.8	29.5
SNTS 356-7	400	4.9	6.7	13.6	20.9
SNTS 406-7	400	2.5	5.4	9.4	14.3

All above design calculations are based on sustained wind forces plus additional 13 wind-gust
(Example: Pole rated at 80 MPH withstands 104 MPH gusts)



ORDERING INFORMATION

MODEL NO. 1	POLES	MOUNTING	FINISH	OPTIONS
SNTS	256-7	1	DBM	
MODEL NO. 1	POLES	MOUNTING	FINISH	OPTIONS
S N T S	<input type="checkbox"/> 206-7 20' 7 1 1/2" 1"X36"X4" <input checked="" type="checkbox"/> 256-7 25' 7 1 1/2" 1"X36"X4" <input type="checkbox"/> 306-7 30' 7 1 1/2" 1"X36"X4" <input type="checkbox"/> 356-7 35' 7 1 3/4" 1"X36"X4" <input type="checkbox"/> 406-7 40' 7 1 3/4" 1"X36"X4"	<input type="checkbox"/> 2 3/8"X4" TENON PT28 <input type="checkbox"/> 2 7/8"X4" TENON PT27 <input type="checkbox"/> OTHER TENON MT _____ DRILL MOUNT <input checked="" type="checkbox"/> 1-100- <input type="checkbox"/> 3-80- <input type="checkbox"/> 2-160- <input type="checkbox"/> 4-90- <input type="checkbox"/> 2-90- <input type="checkbox"/> 3-120- 3-120 REQUIRES PT27 AND T3120 ADAPTER	STANDARD TEXTURED FINISH <input type="checkbox"/> BLACK RAL-9005-T <input type="checkbox"/> WHITE RAL-9003-T <input type="checkbox"/> GREY RAL-7004-T <input checked="" type="checkbox"/> DARK BRONZE RAL-8019-T <input type="checkbox"/> GREEN RAL-6005-T OPTION: <input type="checkbox"/> PRIME PAINT PP <input type="checkbox"/> GALVANIZED GLV <input type="checkbox"/> THERMOSET POLYESTER POWDER PDR FOR SMOOTH FINISH REMOVE BUFFY T ¹ (EXAMPLE: RAL-6500) SEE WEBSITE FOR ADDITIONAL COLORS	<input type="checkbox"/> DUPLEX RECEPTACLE DUP <input type="checkbox"/> GFI RECEPTACLE GFI <input type="checkbox"/> 3 WAY ADAPTER T3120 <input type="checkbox"/> 1/2" COUPLING CPLN1/2 <input type="checkbox"/> 3/4" COUPLING CPLN3/4 <input type="checkbox"/> 2" COUPLING CPLN2 (SPECIFY COUPLING LOCATION) SEE ACCESSORIES SECTION FOR OTHER OPTIONS.

U.S. ARCHITECTURAL
LIGHTING

800 WEST AVENUE 3, PALMDALE, CA 93551
TEL: 805-222-0001
FAX: 805-222-0000
www.usaltg.com

EXHIBIT "B"

**OPERATION DOWNTOWN SITE IMPROVEMENT GRANT
AGREEMENT BETWEEN
THE PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION
AND
LAMAR STATE COLLEGE-PORT ARTHUR**

This Operation Downtown Site Improvement Grant Agreement (the "Agreement") is executed to be effective as of the ____ day of _____, 2011 (the "Effective Date") by and between the City of Port Arthur Section 4A Economic Development Corporation (the "Grantor"), a body politic and corporate and a public instrumentality of the State of Texas ("State") and Lamar State College-Port Arthur, an institute of the Texas State University System, itself a public agency and instrumentality of the State of Texas, acting by and through its undersigned duly authorized representatives (the "Grantee").

Recitals

A. Grantor through a ballot proposition and an election held May 9, 2009 (the "Election"), has allocated funds in certain fiscal years of the PAEDC for **"specific infrastructural improvements necessary to promote or develop new or expanded business enterprises"** in a designated area in downtown Port Arthur, Texas

B. Grantor through the authorization received from the Election has established **Operation Downtown**, a downtown improvement program for site improvements and related improvements necessary to promote or develop new or expanded business enterprises together with **Guidelines** identifying eligible projects and a procedure for applications for funds.

C. Grantee has submitted an application for a site improvement grant to Grantor providing for a project more fully identified in the application which Grantor has approved and is attached hereto and is incorporated herein for all purposes as **Exhibit "A"** (the "Application").

D. Grantor has received and approved the Application of Grantee and authorized a grant to Grantee in the total amount of Fifty-Nine Thousand Sixty and 00/100 (\$59,060.00) Dollars (the "Grant") which Grantor will distribute to Grantee pursuant to this Agreement.

E. The Grant will be used by the Grantee solely to finance an eligible infrastructure improvement, specifically the burying and/or relocation of overhead utilities in an eight block area along Procter Avenue (the "Project").

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated in this Agreement as if fully set forth below and in consideration of the covenants, agreements, obligations and undertakings hereinafter stated, Grantor and Grantee agree as follows:

ARTICLE I

DEFINITIONS

All accounting terms not specifically defined herein shall have the meanings determined by generally accepted accounting principles, consistently applied. All terms previously defined are incorporated in this Agreement by reference. Capitalized terms not previously defined hereinabove and used in this Agreement have the meanings defined below:

"Building Permit" means a permit issued by the City stating that the infrastructure improvements set forth in the Application conforms to the plans and specifications and the standards contained in or referred to in Chapter 18, Code of Ordinances of the City of Port Arthur, Texas (the "City").

"Certificate of Occupancy" means as defined in Chapter 18, Code of Ordinances, Section 23-600 through 23-800 of the Code of Ordinances of the City.

"Completion Date" means 90 days after the Commencement Date under the Project Contract (hereinafter defined) unless Grantor and Grantee mutually agree to a different date in writing, in accordance with this Agreement.

"Default" means any default under Article VI of this Agreement.

"Eligible Project Costs" means those costs incurred for the Project in accordance with the Project Budget approved by the Grantor and included in the Application.

"Expenses" means all costs and expenses incurred by the Grantor (whether before or after a Default) in connection with, or in exercising or enforcing any rights, powers and remedies provided in, any of the Grant Documents.

"Grant Documents" means all documents executed and delivered in connection with or as a precondition of the Grant and the Obligations, including this Agreement, **Exhibit "A"** to this Agreement, any amendments to this Agreement executed in accordance with this Agreement, the Operation Downtown Site Improvement Grant Program Guidelines, the Operation Downtown Site Improvement Grant Program Application (as completed by Grantee), any documents that Grantee is required to provide to Grantor in accordance with this Agreement and any other document, evidencing or satisfying a precondition of the Grant, as any of them may be amended.

"Guidelines" means the Operation Downtown improvement program regulations attached hereto as **Exhibit "B"**.

"Improvements" means all enhancements to the Property, including but not limited to, any real property improvements, infrastructure improvements and assets to be located at the Property in accordance with the Application.

"Laws" mean any current or future federal, state and local laws, statutes, rules, ordinances, regulations, codes, decisions, interpretations, orders, or decrees of any court or other governmental authority having jurisdiction that are pertinent to the performance of the Project or that affect either party's responsibilities or rights under this Agreement.

"Obligations" means all duties of payment, performance, or completion owed by the Grantee to the Grantor as specified under the Grant Documents and by law, including but not limited to the obligation to strictly observe and perform all of the provisions of the Grant Documents, time being of the essence.

"Project Contract" means collectively the contracts between Grantor and its contractors and subcontractors calling for the installation of the Improvements for the Project.

"Project" means the eligible improvements described in the Application and as further set forth in the Project Contract attached hereto as **Exhibit "C"** and incorporated herein for all purposes. The Project Contract describes the Drawings and Specifications of the eligible Project Improvements.

"Property" means the property owned by Grantor more fully described in **Exhibit "D"** attached hereto by reference and incorporated herein for all purposes.

"Project Budget" means the expected costs to construct the Project as included in the Application and the Drawings and Specifications incorporated within the Project Contract and approved by the Grantor as more fully described in **Exhibit "E"** and incorporated herein for all purposes.

"Project Construction Schedule" means the preliminary schedule of work outlined by the contractors, as more fully described in **Exhibit "C"** and incorporated herein for all purposes.

ARTICLE II

TERMS OF THE GRANT AND DISBURSEMENT

Section 2.01. The Grant.

Subject to the further terms and conditions hereof and of any other Grant Documents, and to the availability of funds for this purpose as determined by Grantor in its sole discretion, the Grantor agrees to extend the Grant to the Grantee.

Section 2.02. Disbursements.

(a) **In General.** Subject to the continued compliance by the Grantee with all of the terms of all of the Grant Documents, the continued satisfaction of all conditions precedent to disbursing Grant proceeds under this Agreement, the satisfactory review of any reports due

pursuant to Section 3.02(j), and the continued non-existence of a Default or any event, circumstance, act or omission which with the giving of notice, the passage of time, or both, would constitute a Default, the Grantor shall tender to the Grantee: (i) a sum not to exceed \$-0- as soon as is practicable following the execution of this Agreement (the "Initial Payment") and (ii) thereafter all sums shall be paid on a reimbursement basis only. Reimbursements shall be made monthly as work on the Project accrues and as Improvements eligible for funding under the Grant are constructed and evidence of completion is set forth in monthly pay requests executed by Grantor, its architect or engineer and its contractor. Reimbursements will be processed at the rate of 90% of funds requested for Improvements eligible for reimbursement with a 10% retained until completion of the work and the receipt by Grantee gets a Building Permit and Certificate of Occupancy.

(b) Disbursements to the Grantee. All disbursements shall be made directly to the Grantee by check or wire transfer payable and sent to the Grantee.

(c) Conditions for All Disbursements. The obligation of the Grantor to make any disbursement of the Grant is subject to the satisfaction of the following conditions as of the date the disbursement is made:

- (i) No representation or warranty of the Grantee contained in this Agreement shall be or have become materially incorrect or inaccurate.
- ii) There shall be no breach, default or event of default (including a Default) under the terms of any of the Grant Documents, and no event, circumstance, act or omission shall exist which with the giving of notice, the passage of time, or both, would constitute breach, default, or event of default (including a Default) under any of the Grant Documents.

(d) Availability of Funds. Disbursements of Grant proceeds are subject to the continuing availability of funds for such purpose, and compliance with all applicable Laws.

(e) Upon each disbursement, the Grantee shall be deemed to have issued each of the representations and warranties contained in this Agreement.

(f) In no event shall the Grantor be obligated to make any disbursement under this Agreement if a Default has occurred, if the disbursement would cause the amount disbursed in that year to exceed the annual limit set forth in subsection (a) above, or if the disbursement would cause the total amount disbursed to exceed the amount of the Grant.

Section 2.03. Conditions Precedent to Initial Disbursement.

(a) Before disbursing any Grant proceeds, Grantee has certified to Grantor and its legal counsel as specified in Exhibit "F" that Grantee has obtained funding for the Project which funds shall be certified as the Project Budget and certified by Grantee as sufficient to

satisfy its obligations to Grantor under the Guidelines and sufficient to complete all costs necessary for the Project to receive a Building Permit and Certificate of Occupancy.

(b) Before disbursing any Grant proceeds, Grantee shall receive from Grantor a copy of the Project Contract duly executed by Grantee and its contractor or subcontractors together with receipt of all supporting documentation evidencing the agreement for the acquisition, construction and installation of the Improvements on the Property.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.01. Representations and Warranties of the Grantee.

Grantee represents and warrants as follows:

(a) Organization. Grantee is a constituent institution or an institution of the Texas State University System which is a public agency and instrumentality of the State of Texas.

(b) Due Authorization. Grantee has the full power and authority to enter into this Agreement and consummate the transaction contemplated by the Grant Documents, to accept the Grant as contemplated hereby, to execute and deliver all of the Grant Documents to which it is a party and to comply with the terms set forth in all of the Grant Documents, all of which have been duly authorized by any and all necessary action of the Grantee. No approval of any other person or public authority or regulatory body is required as a condition to the validity of any of the Grant Documents, or, if required, the approval has been obtained.

(e) Validity of Grant Documents. All of the Grant Documents have been properly executed and will:

- (i) Not violate any Laws;
- ii) Not violate any provision, or result in a breach, of any document or agreement binding on the Grantee or affecting its property; and
- (iii) Constitute the valid and legally binding obligations of the Grantee, fully enforceable against the Grantee, in accordance with their terms.

(d) Legal Actions. There is no: (1) claim pending or, to the best of the Grantee's knowledge threatened, in any court or before any governmental agency; or (2) investigation by or before any governmental authority, that:

- (i) Questions the validity or enforceability of any of the Grant Documents, or any action taken, or to be taken, under any of them;

(ii) Is likely to result in any material adverse change in the authority, properties, assets, liabilities, or conditions (financial or otherwise) of the Grantee that would materially impair the Grantee's ability to perform any of its obligations under all of the Grant Documents; or

(iii) Affects the Project.

(e) Grant Document Defaults. There is no event of default (including a Default) on the part of the Grantee under any of the Grant Documents, and no event has occurred or is continuing that, with notice, or the passage of time, or both, would constitute an event of default (including a Default) under any of the Grant Documents.

(f) Compliance With Laws. Upon Grantee's knowledge, information and belief, the Grantee has complied with all Laws.

(g) Approvals. Grantee has obtained, or expects to obtain prior to the commencement of the Project, all approvals from and reviews by all Governmental Authorities required by all Laws applicable to the Project.

(h) Project Budget. The Project Budget sets forth all of the expected costs of, and sources of funds for, the Project, and has been approved by the Grantor.

(i) Resolution. A resolution has been duly adopted as an official act of the Grantee's governing body, authorizing the execution and delivery of all of the Grant Documents by the Grantee and authorizing and directing the person executing the Grant Documents to do so on behalf of the Grantee.

(j) Taxes. All taxes imposed upon the Grantee and its properties have been paid prior to the date when any interest or penalty would accrue for nonpayment, except for those taxes being contested in good faith and by appropriate proceedings.

Section 3.02. Covenants of the Grantee.

The Grantee shall:

(a) Performance. Promptly perform all of its obligations in the manner provided in the Grant Documents.

(b) Use of Grant Proceeds. Use the Grant for Eligible Project Costs, as set forth in the Project Budget, and in further compliance with the following: (i) an adjustment in the use of the Grant within an existing category set forth in the Project Budget shall not require an amendment to this Agreement if the adjustment is consistent with the purpose of the Grant as set forth in the Application; (ii) an adjustment in the use of the Grant between existing categories set forth in the "Budget Overview" section of the Project Budget in an amount not

to exceed ten percent (10%) of the category from which the Grant proceeds are to be deducted shall not require an amendment to this Agreement if the adjustment is consistent with the purpose of the Grant as set forth in the Application; and (iii) no other adjustments to the Project Budget shall be permitted without the advance written authorization of the Grantor, as evidenced by an amendment to this Agreement.

(c) Completion. Use its best scientific efforts to cause the Project to be completed by the Completion Date.

(d) Existence. Maintain its existence as a constituent institution or an institution of the Texas State University System.

(e) Compliance with Laws. Comply with all Laws applicable to the Project.

(f) Fair Practices. Certify that it complies with all laws prohibiting discrimination in employment or otherwise on the basis of political or religious opinion or affiliation, marital status, sexual orientation, genetic information, race, color, creed or national origin, sex, age, or the physical or mental disability of a qualified individual with a disability; and will submit to the Grantor, upon request, information relating to Grantee's operations with regard to political or religious opinion or affiliation, marital status, sexual orientation, genetic information, physical or mental disability, race, color, creed, national origin, sex or age, on a form to be prescribed by the Grantor.

(h) Records. Keep, in accordance with generally accepted accounting principles, any books, records, and other documents as may be reasonably necessary to fully account for the amount and disposition of the Grant, the costs incurred to perform the Project, and the source of all funds expended towards the costs of the Project ("Project Records"). All Project Records shall be maintained at the offices of the Grantee, and Grantee shall make Project Records available to Grantor or its duly authorized representative for inspection, copying, audit and examination during normal business hours. All Project Records shall be maintained until three years after discharge of all duties owed to Grantor or longer if required by Grantee's document retention policies.

(i) Indemnification. Grantee agrees to and shall indemnify and hold harmless and defend Grantor, its officers, agents, and employees from and against any and all claims, Losses, damages, causes of action, suits, and liability of every kind, including all reasonable expenses of litigation, court costs, and reasonable attorney's fees, for injury to or death of any person, for damage to any property, or its failure to abide by all applicable environmental laws, rules and regulations arising out of or in connection with Grantee's operation and construction of improvements contemplated by this Agreement on Grantee's site.

(j) Project and Financial Reports. During the construction of the Project and following its substantial completion:

- (i) Grantee shall submit to the Grantor any and all information or reports requested to verify that the Grantee has met all obligations as specified herein. Grantee shall submit to the Grantor a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen and subcontractors have been released, and that there are no claims pending of which the Grantee has been notified. The submission of these reports and information shall be the responsibility of Grantee and shall be signed by the duly authorized representative of Grantee.
- (ii) Grantee shall submit the information and/or reports required herein on or before the day that is ten days after the earlier of (i) the date of issuance of the Certificate of Occupancy and the Grantee opens for business; or (ii) the date on which they are requested by the Grantor. If Grantee fails, within thirty (30) days after receipt of written notice from the Grantor, to submit the information and/or reports, then Grantor's obligations.
- (iii) All submittals in this Agreement shall be to the Grantor.
- (k) Taxes and Claims. Pay all applicable taxes, assessments and claims as they become due, except for those being contested in good faith by appropriate proceedings.

ARTICLE IV **RELEASE OF CLAIMS**

Grantee releases, relinquishes and discharges the Grantor, its officers, agents and employees from all claims, demands and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of, any person (whether they be either of the parties hereto, their employees or other third parties) and any loss of or damage to property (whether property of either of the parties hereto, their employees, or of third parties) or their respective failure to abide by all applicable environmental laws, rules and regulations that is caused by or alleged to be caused by, arising out of, or in connection with Grantee's operation of or construction of improvements contemplated by this Agreement on Grantee's site.

By entering into this Agreement, Grantor does not consent to suit, waive its governmental immunity or the limitations as to damages contained in the Texas Tort Claims Act.

ARTICLE V **CERTIFICATIONS**

By signing below, Grantee makes the following certifications:

(a) All information provided in connection with Grantee's Application is true and correct to the best of Grantee's knowledge.

(b) Any misrepresentation or false statement made by Grantee, or an authorized agent of Grantee, in connection with Grantee's Application, whether intentional or not, will constitute grounds for denial of the Application and/or revocation of the Grant.

(c) Grantee does not and will not knowingly employ an undocumented worker who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. Grantee understands that if, after receiving a grant, Grantee is convicted of a violation under 8 U.S.C. §1324a(f), Grantee shall repay the amount of the Grant with interest, at the rate and according to the other terms provided by an agreement under §2264.053 of the Texas Government Code, not later than the 120th day after the date of the public agency, state or local taxing jurisdiction, or economic development corporation notifies Grantee of the violation.

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.01. Defaults.

The following events shall constitute a Default under this Agreement:

(a) Any Grant proceeds are used for any purpose other than Eligible Project Costs.

(b) The Grantee breaches any covenant, representation, warranty or other provision of this Agreement, which breach is not cured within 30 calendar days from the date of receipt of written notice (as provided below) of the breach from the Grantor.

(c) The Grantee breaches any covenant, representation, warranty, or other provision in any other Grant Document, which breach continues beyond any applicable grace or cure period.

(d) Any statement made in any certificate, report or opinion (including legal opinions), financial statement, or other document furnished in connection with the Grant was incorrect in any material respect when made.

(e) The Grantee fails to comply with any requirement imposed by any Governmental Authority in connection with the Project within 30 days after written notice of the requirement is made or within any other time period set by the Governmental Authority; or if any proceeding is commenced or action taken to enforce any remedy for a violation of any requirement of a Governmental Authority in connection with the Project.

(f) The Project is not completed by the Completion Date as required by this Agreement.

(g) A permanent or preliminary injunction, excluding an ex parte injunction, is issued by a court of competent jurisdiction that lasts for more than 90 days and prohibits the Grantee from carrying out any of its Obligations as set forth herein.

(h) Without the prior written consent of the Grantor, the Grantee is dissolved by operation of law or in any other manner.

(i) Any court of competent jurisdiction makes a final order: (i) adjudicating the Grantee a bankrupt, (ii) appointing a trustee or receiver of a substantial part of the property of the Grantee, (iii) approving a petition for, or affecting an arrangement in, bankruptcy, a reorganization pursuant to federal bankruptcy law, or any other judicial modification or alterations of the rights of the Grantor or of creditors of the Grantee, (iv) assuming custody or sequestering any substantial part of the property of the Grantee; or (v) attaching or garnishing any substantial part of the property of the Grantee; or if the Grantee (a) files such petition; (b) takes or consents to any other actions seeking any such judicial order; (c) makes an assignment for the benefit of creditors; (d) fails to pay debts generally as they become due; or (e) makes an admission in writing of inability to pay debts generally as they become due.

Section 6.02. Remedies.

(a) Upon the occurrence of any Default, the Grantor may:

(i) Require the immediate repayment of the entire outstanding amount of the Grant and immediate payment of any Obligations;

(ii) At any time proceed to protect and enforce all rights and remedies available to the Grantor under this Agreement or by Law, by any other proceedings, whether for specific performance of any agreement contained in this Agreement, damages, or other relief;

(iii) Suspend or terminate the Grantee's authority to receive any undisbursed Grant proceeds at any time by written notice to the Grantee; and

(iv) Exercise any of its rights and remedies under any of the Grant Documents.

(b) All remedies provided for in this Agreement or by Law are cumulative and are in addition to any other rights and remedies available to the Grantor under any Law. The exercise of any right or remedy by the Grantor shall not constitute a cure or waiver of any Default, nor invalidate any act done pursuant to any notice of Default, nor prejudice the Grantor in the exercise of those rights.

(c) The failure of the Grantor to insist upon performance of any term of this Agreement shall not constitute a waiver of any term of this Agreement. No act of the

Grantor shall be construed as an election to proceed under any one provision in this Agreement to the exclusion of any other provision.

(d) If the Grantor suspends or terminates this Agreement, the rights and remedies available to the Grantor shall survive the suspension or termination.

(e) In no event shall Grantee's total liability to Grantor be greater than the actual amount of funds disbursed by Grantor to Grantee for the Project under this Agreement.

ARTICLE VII **MISCELLANEOUS**

Section 7.01. Notices.

(a) All communications between Grantor and Grantee made pursuant to this Agreement shall be in writing.

(b) All communications shall: (1) when mailed, be effective three business days after deposit in the mails; (2) when sent for next day delivery by a reputable overnight courier service, be effective one business day after dispatch; and (3) when sent by fax, be effective when faxed and receipt of the communication is confirmed by a fax receipt. Communications shall be delivered to the office of the addressee, as follows:

(i) Communications to the Grantor shall be sent to:

City of Port Arthur Section 4A Economic Development Corporation
P.O. Box 3934
Port Arthur, Texas 77642
Attn: Mr. Floyd Batiste
(409) 963-0579
fbatiste@paedc.org

With a copy to Counsel for the Grantor:

Guy N. Goodson
Germer Gertz, L.L.P.
550 Fannin, Suite 400
Beaumont, Texas 77701
(409) 654-6730
ggoodson@germer.com

(ii) Communication to the Grantee shall be mailed to:

Lamar State College-Port Arthur

P.O. Box 310
Port Arthur, Texas 77641
Attn: Sam Monroe
(409) 984-6100
Sam.Monroe@lamarpa.edu

With a copy to Counsel for Grantee:

(c) The parties may change their notice addresses by sending written notice to the other parties.

Section 7.02. Assignment/Delegation.

No benefit inuring to the Grantee under this Agreement may be assigned, and no duty imposed on the Grantee may be delegated, without the prior written consent of the Grantor.

Section 7.03. Successors Bound.

This Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their successors and permitted assigns.

Section 7.04. Severability.

The invalidity of any part of this Agreement shall not affect the validity of the remaining provisions of this Agreement.

Section 7.05. Entire Agreement.

This Agreement, including any exhibits attached hereto and any subsequent amendments the parties may execute in accordance with Section 7.06 below, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements, representations, and negotiations between the parties concerning the Grant and the Obligations.

Section 7.06. Amendment of Agreement.

This Agreement may be amended only in writing executed by the parties.

Section 7.07. Headings.

The headings used in this Agreement are for convenience only and do not constitute a part of this Agreement.

Section 7.08. Disclaimer of Relationships.

The Grantee acknowledges that the obligation of the Grantor is limited to making the Grant on the terms set forth in this Agreement. Nothing in this Agreement, and no act of the parties or any one or more of them, shall be deemed to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, joint venture, or any other relationship between the Grantor and the Grantee.

Section 7.09. Governing Law.

This Agreement and any other Grant Documents shall be governed by the laws of the State of Texas, and jurisdiction of any claim hereunder shall be in the Court of appropriate jurisdiction in Jefferson County, Texas.

Section 7.10. Term of Agreement.

Except as otherwise provided in this Agreement, unless sooner terminated by the written consent of the parties this Agreement shall remain in full force and effect from the Effective Date until all Grantee's obligations under the Agreement have been satisfied.

Section 7. 11. Illegality.

If performance of any Obligation would require the performing party to violate the Law, then the performance shall be reduced to the level permitted by Law, and if any provision of this Agreement is determined to be illegal or invalid by a court of competent jurisdiction, then such provision only shall be void as though not set forth in this Agreement, and the remainder of this Agreement shall remain in full force and effect.

Section 7.12. Force Majeure.

Neither party is liable for failure or delay in performing any of its obligations under this Agreement if the failure or delay is required in order to comply with any governmental regulation, request or order, or necessitated by other circumstances beyond the reasonable control of the party so failing or delaying, including but not limited to Acts of God, war (declared or undeclared), insurrection, fire, flood, accident, labor strikes, work stoppage or slowdown (whether or not such labor event is within the reasonable control of the parties), or inability to obtain raw materials, supplies, power or equipment necessary to enable a party to perform its obligations. Each party will: (a) promptly notify the other party in writing of an event of force majeure, the expected duration of the event and its anticipated effect on the ability of the party to perform its obligations; and (b) make reasonable efforts to remedy the event of force majeure.

Section 7.13. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one document.

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this Agreement to be executed and delivered as of the date first above written.

[The remainder of this page is intentionally left blank.]

AGREEMENT EXECUTION

**CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION**

SIGNED AND AGREED TO on the _____ day of _____, 2011.

By: _____
President

By: _____
Secretary

Witness

Witness

LAMAR STATE COLLEGE-PORT ARTHUR

SIGNED AND AGREED TO on the _____ day of _____, 2011.

By: _____

Witness