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**MINUTES OF MEETING NO. 2318
COMMISSIONERS OF JEFFERSON COUNTY
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7**

Place: 4749 Twin City Highway, Suite 300
Port Arthur, Texas

Date: March 3, 2020

Present: Commissioners
Lester Champagne
James Gamble, Sr.
Albert Moses, Jr.
Phil Kelley, Manager
Pete Steele, Attorney

Absent: Richard Beaumont
Billy Joe Butler

Visitors: Ronnie Hollier-DD7
Brian McZeal-DD7
Brady Girouard-DD7
Garrett Boudoin, LJA Engineering
Eric Adams, Port Neches
Matt Vincent, Port Neches
Jim Parson, Port Neches
Earl Richard, Stillwater Estates
Steve Roane, Smith Corp.
Eddie Duckworth, LJA Engineering
Jed Franzen, Air Liquide

The meeting was called to order at 2:00 p.m. by Vice-Chairman Champagne after ascertaining that the Notice of Meeting had been posted in accordance with the law. Commissioner Moses gave the invocation.

Minutes of Meeting No. 2317

The Minutes of Meeting No. 2317 were approved as read.

Consider Approval to Advertise for Bids for Improvements to Lateral A-3-A System

Mr. Phil Kelley stated the location for Improvements to Lateral A-3-A System is the channel crossing Hogaboom Road and Baird Avenue going back toward Monroe Street in Groves, and this improvement is a part of the Master Drainage Plan. The District is ready to go out for bids to get the project done and wants to time the project to begin after school is out because the project will cause a traffic issue on Hogaboom Road. There were also issues with a pipeline that crosses the existing channel, and it took quite a while to get the issues resolved. Commissioner Gamble moved to approve advertising for bids for Improvements to Lateral A-3-A System. Commissioner Moses seconded the motion. The Vice-Chairman voted aye. The motion carried.

Consider Seasonal Mowing Contract Extension

Mr. Ronnie Hollier submitted for consideration a Seasonal Mowing One-Year Extension Agreement and stated GP Evans Contractors LLC ("GP Evans") has been doing work off and on for the District over the past ten (10) years. GP Evans has been working under the new mowing contract since 2017, and they have worked out really well with no major issues. The District requires a minimum of four (4) rounds throughout the District, and GP Evans always makes more rounds than the minimum required. There is a fifteen percent (15%) increase in the costs; however, the price is within industry standards. Mr. Hollier recommends approval of the Seasonal Mowing Contract Extension with GP Evans Contractors, LLC. Commissioner Gamble asked when the work will begin, and Mr. Hollier responded that since the grass has started growing a little earlier this year, he would like the contractor to begin as soon as the

agreement is signed. Commissioner Gamble moved to approve the 2020 Seasonal Mowing One-Year Extension Agreement with GP Evans Contractor LLC. Commissioner Moses seconded the motion. The Vice-Chairman voted aye. The motion carried.

Consider Resolution Authorizing Professional Services in Connection to the Sabine Pass to Galveston Bay Project

Resolution No. 457 Authorizing Professional Services in Connection to the Sabine Pass to Galveston Bay Project was presented to the Board for consideration. Mr. Phil Kelley stated the District has been requested by the U.S. Army Corps of Engineers (the "Corps") to perform utility surveying work as in-kind services in connection to the Sabine Pass to Galveston Bay Project (the "Project") on Contract 3 and Contract 3B. The District currently has a General Services Contract in place with both Dannenbaum Engineering and LJA Engineering, and the District desires to authorize Dannenbaum Engineering and LJA Engineering to perform the subject utility surveying work. Dannenbaum Engineering will provide the utility surveying around the Port of Port Arthur from Station 617+00 to Station 647+89 in connection with Contract 3B of the Corps' Project, and LJA Engineering will provide the utility surveying within Valero from Station 762+13 to Station 860+60 in connection with Contract 3 of the Corps' Project. The total cost will be Two Hundred Sixty-Six Thousand Six Hundred Seventy-Five and No/100 (\$266,675.00) Dollars, which will be credited as work-in-kind toward the District's thirty-five percent (35%) project cost share. The District should get reimbursed this expense from the General Land Office. Commissioner Moses moved to

approve Resolution No. 457 Authorizing Professional Services in Connection to the Sabine Pass to Galveston Bay Project. Commissioner Gamble seconded the motion. The Vice-Chairman voted aye. The motion carried. A copy of Resolution No. 457 is attached hereto and made a part of these minutes.

Consider Payment to The Premcor Refining Group, Inc. for Utility Relocation in Connection to the Sabine Pass to Galveston Bay Project

Mr. Phil Kelley stated the Corps is wanting to award Contract No. 1 in connection with the Sabine Pass to Galveston Bay Project by the end of March 2020. The District is responsible for property acquisition and utility relocation. The Premcor Refining Group, Inc., d/b/a Valero Refinery, got quotes to move several light poles, relocate an electrical crossing over the levee to extend the crossing and remove some abandoned pipelines. The estimated cost for the work is in the amount of Two Million Seventy-Two Thousand Six Hundred Ninety-Eight and No/100 (\$2,072,698.00) Dollars. The District will also get credit for this work toward its thirty-five percent (35%) project cost share and should get reimbursed the expense from the General Land Office. Prior to the commencement of the work, Valero is requesting the District pay the estimated cost. Mr. Brady Girouard informed the Board that the District will be encountering this type of cost on every contract within the Sabine Pass to Galveston Bay Project. Commissioner Gamble moved to approve the payment to The Premcor Refining Group, Inc. in the amount of Two Million Seventy-Two Thousand Six Hundred Ninety-Eight and No/100 (\$2,072,698.00) Dollars for Utility Relocation in connection to the Sabine Pass to

Galveston Bay Project. Commissioner Moses seconded the motion. The Vice-Chairman voted aye. The motion carried.

Consider Resolution Authorizing Professional Services Agreement with Texan Engineering and Consulting, LLC

Mr. Phil Kelley submitted Resolution 458 Authorizing Professional Services Agreement with Texan Engineering and Consulting LLC to the Board for consideration. He stated that Kim Carroll has worked with the District through Carroll & Blackman and LJA Engineering for many years, and Mr. Carroll is no longer associated with LJA Engineering. He has formed his own company as Texan Engineering and Consulting, LLC. Mr. Carroll is currently working on the District's behalf with the Texas Department of Emergency Management on the Hazard Mitigation Grant Project (HMGP) applications and he also put together the plans and specifications for the Improvements to Lateral A-3-A Project. Mr. Kelley recommends approval of this resolution to authorize entering into a Professional Services Agreement with Texan Engineering and Consulting, LLC. Commissioner Moses moved to approve Resolution No. 458 Authorizing Professional Services Agreement with Texan Engineering and Consulting LLC. Commissioner Gamble seconded the motion. The Vice-Chairman voted aye. The motion carried. A copy of Resolution No. 458 is attached hereto and made a part of these minutes.

Consider Change Order No. 7 for Alligator Bayou Pump Station Annex

Mr. Phil Kelley submitted Change Order No. 7 for Alligator Bayou Pump Station Annex for consideration and recommended approval. The change order is for the

addition of stainless-steel vortex breakers to each pump for a total of six (6) to be furnished and installed for the Alligator Bayou Pump Station Annex at a total cost of One Hundred Forty-Nine Thousand Three Hundred Eighty Two and No/100 (\$149,382.00) Dollars. After consulting with the millwright company, it was determined if the canal system is pumped down too low, the new pumps may cavitate without vortex breakers which could potentially cause damage to the pumps. Therefore, the District made the decision to go ahead and install the breakers now. Mr. Kelley made a model to show the board what a vortex breaker looks like and explained the breaker will be approximately 8-foot in diameter and 1-inch thick stainless steel. The breaker will sit under the suction of each pump on the concrete floor. Commissioner Gamble moved to approve Change Order No. 7 for Alligator Bayou Pump Station Annex for an increase of One Hundred Forty-Nine Thousand Three Hundred Eighty-Two and No/100 (\$149,382.00) Dollars to the contract. Commissioner Moses seconded the motion. The Vice-Chairman voted aye. The motion carried.

Manager's Miscellaneous Reports

Since the date of the last Commissioner's meeting, the following work has been done:

HFPL Maintenance/Herbicide Crew

Herbicide Application:

- Continued applying herbicide to the Seawall area.

Levee

- Removing screw gate shafts located at 128+90 for repair.
- HFPL ramp repair at Sta 321+00

Misc.

- Cutting weeds at 7th St. tank farm to Valero entrance gate
- Installed gate post for a double gate at Halbouty
- Installed gate post for a double gate near HFPL at Hwy. 365
- Checked crossings
- Installed no trespassing signs at various locations on Rodair Gully in Beauxart Gardens

Contractor:

- Ducks Dragline: Mulching trees on Rodair Gully from W. Port Arthur Road to Sta. 1520+00

Control Center Operation and Pump Station Maintenance Report

- King, Matak painting the discharge pipe for 8908 unit 5
Martin, Joe painting gen fuel tank at 8913
Darren helping at 8913
Ceasar, Lupo servicing engines at 8905
- King checking engines at 8910 for service
Martin, Joe checking stations and working on gen at 8913
Darren helping at 8913
Ceasar, Lupo servicing engines at 8905
- Matak, King paint discharge on unit # 5 at 8908
Martin, Joe checking stations and cleaning at 8911
Darren checking stations and cleaning at 8911
Ceasar, Lupo getting oil and cleaning at 8905
- King, Matak manning 8908
Martin, Joe manning 8907
Darren manning 8910
Ceasar, Lupo manning 8917
- King, Matak checking unit 1 out at 8908
Martin, Joe checking stations and cleaning at 8907
Darren checking stations and cleaning
Ceasar, Lupo checking engines at 8920
- King, Matak service compressors at all stations
Martin, Joe checking stations and cleaning 8907
Darren checking stations and cleaning at 8915
Ceasar, Lupo servicing engines at 8917

- King changing air compressor belts at 8905
Martin, Joe crushing drums and cleaning at 8907
Darren checking stations
Ceasar, Lupo delivered oil to stations
- King working on air compressor at 8919
Joe checking stations
Darren checking stations and cleaning up
Ceasar, Lupo service engines at 8920
- King working on air compressor at 8919
Martin, Joe checking stations and covering holes at 8911
Darren checking stations and helping at 8911
Ceasar, Lupo getting filters together for 8920
- King service air compressors
Martin, Joe checking stations and cleaning at 8908
Darren delivering oil
Ceasar, Lupo delivering oil to stations
- King service air compressors
Martin, Joe check stations and cleaning up at 8912
Darren checking stations and cleaning up at 8915
Ceasar, Lupo service engines at 8920
- King service air compressors
Martin checking stations
Ceasar, Lupo service engines at 8920
- King service air compressors
Martin checking stations
Ceasar, Lupo service engines at 8920
- Martin checking stations
Ceasar, Lupo service engines at 8920
- Martin checking stations
Lupo cleaning at 8917
- King service air compressor
Martin checking stations

Construction Notes - Alligator Bayou Pump Station Annex
February 10, 2020 – February 21, 2020

Monday, February 10:

Alligator Project; Allco is working on site today. Weather conditions were cloudy with scattered light rain. The site conditions were muddy.

Allco superintendents (2) on site Mike Nunez (1) and Terrell (1), with (13) operators/laborers reported.

Allco's crew is continuing to work on the trash rake system, mounting the drive motors. The pile crew is mobilizing the crane and equipment necessary onto the cofferdam to continue to work on removing the sheet pile.

Electrical Specialties is on site (3) working on wiring inside the station.

Chapman is on site (4) working on the engines' water jacket coolant pipes.

Tuesday, February 11:

Alligator Project; Allco is working on site today. Weather conditions held steady mist throughout the day. The site conditions were muddy.

Allco superintendents (2) on site Mike Nunez (1) and Terrell (1), with (13) operators/laborers reported.

Allco's crew is working on the trash rake system, setting the drive motors' brackets. The pile crew is removing the inside cofferdam support beams in order to dig and remove more sheet pile.

Electrical Specialties is on site working on wiring inside the station.

Chapman is on site working on the engines' water jacket coolant pipes.

Wednesday, February 12:

Alligator Project; Allco is working on site today. Weather conditions were partly cloudy. The site conditions were muddy.

Allco superintendents (2) on site Mike Nunez (1) and Terrell (1), with (13) operators/laborers reported.

Allco's crew is installing the trash rakes' drive motors. The crew began to hang the outside exhaust stacks. The pile crew is working on the cofferdam to better support the crane.

Electrical Specialties is on site (4) working on wiring inside the station.

Chapman is on site (4) working on the engines' water jacket coolant pipes.

Thursday, February 13:

Alligator Project; Allco is working on site today. Weather conditions were cloudy. The site conditions were dry.

Allco superintendents (2) on site Mike Nunez (1) and Terrell (1), with (13) operators/laborers reported.

Allco's crew is setting the trash rakes' drive motors and the muffler exhaust stacks. The pile crew is continuing to work on the cofferdam to better support the crane.

Chapman is on site (4) working on the engines' coolant pipes.

Electrical Specialties is on site (4) working on wiring inside the station.

Friday, February 14:

Alligator Project; Allco is working on site today. Weather conditions were sunny and windy. The site conditions were dry.

Allco superintendents (2) on site Mike Nunez (1) and Terrell (1), with (13) operators/laborers reported.

Allco's crew is continuing to work on the trash rake system, installing the exhaust stacks on the mufflers. The pile crew is building another support beam to help hold up the crane on the cofferdam.

Electrical Specialties is on site (4) working on the wiring inside the station.

Chapman is on site (4) working on the coolant pipes to the engines.

Monday, February 17:

Alligator Project; Allco is working on site today; however, DD7 was off in observance of Presidents Day, so a daily report was not generated.

Allco's crew continued to work on the trash rake screen system. The pile crew is continuing to work on removing sheet pile.

Tuesday, February 18:

Alligator Project; Allco is working on site today. Weather conditions were cloudy. The site conditions were dry.

Allco superintendents (2) on site Mike Nunez (1) and Terrell (1), with (13) operators/laborers reported.

Allco's crew is working on the trash rake system, installing check balls on the discharge pipes' siphon breaker valves. The pile crew is welding on support beams to help hold up the weight of the 160-ton crane while it pulls sheet pile.

Electrical Specialties (4) is on site working on wiring inside the station.

Chapman is on site (4) working on the engines' water jacket coolant pipes.

Wiesinger is on site (3) cleaning spilled epoxy off the bolts on the second floor, getting the bolts ready to be torqued.

Yancey is on site (1) connecting wires from the engine panel to the grey box on the side of the engine, working with Shane.

Wednesday, February 19:

Alligator Project; Allco is working on site today. Weather conditions were partly cloudy. The site conditions were muddy.

Allco superintendents (2) on site Mike Nunez (1) and Terrell (1), with (13) operators/laborers reported.

Allco's crew is installing the lower trash rake screen support beam within intake bay #1. The crew began to hang the outside exhaust stacks. The pile crew is continuing to weld on support beams to support the weight of the crane.

Electrical Specialties is on site (4) working on wiring inside the station.

Chapman is on site (4) working on the engines' water jacket coolant pipes.
Yancey is on site (1) wiring the engine panel to the gray panel.

Thursday, February 20:

Alligator Project; Allco is not working on site today due to a rain out. Weather conditions held rain throughout the day. The site conditions were muddy.

Electrical Specialties is on site (4) working on wiring inside the station.

Yancey is on site (1) wiring the engine panels.

Chapman is on site (4) working on the coolant pipes to engines.

Wiesinger is on site (2) finishing tapering the dowel pin in one angle gear.

Friday, February 21:

Alligator Project; Allco is working on site today. Weather conditions were sunny and cold. The site conditions were muddy.

Allco superintendents (2) on site Mike Nunez (1) and Terrell (1), with (13) operators/laborers reported.

Allco's crew is installing the bottom row of trash screens inside intake bay #6. The pile crew is continuing to weld on support beam to help support the crane on the cofferdam.

Electrical Specialties is on site (4) working on the wiring inside the station.

Chapman is on site (4) working on the coolant pipes to the engines.

Yancey is on site (1) wiring the control panels to the engines.

Wiesinger is on site (2) torquing the discharge pump bolts on the second floor.

Mr. Ronnie Hollier reported the Levee Maintenance Crew is currently working on a levee ramp repair near Crane Bayou and the Herbicide Crew is still actively spraying herbicide when the weather allows. They are also putting up no trespassing signs on Rodair Gully at the end of the dead-end streets due to the District receiving complaint calls of unauthorized ATV's accessing the area.

Mr. Brian McZeal reported the Ditch Maintenance Crew is continuing to mow right-of-ways and cut back trees throughout the District. The Ditch Maintenance Crew and Construction Crew were combined to complete the concrete paving project at Pump Station No. 5. Mr. McZeal stated the job came out really well and photos will be submitted at the next meeting.

Mr. Phil Kelley stated the Construction Crew will begin extending the road behind the old office in preparation of building a new office and a pole barn to store the District's equipment.

Commissioner Champagne reported on a teleconference that took place with Entergy regarding Entergy's project in the back of Stillwater Estates and the District's concern on whether Entergy plans to install permanent drains under the road as needed once the air bridges currently being utilized are removed. Entergy is sending the District the civil engineering work they had completed prior to beginning the project for review, and there is a face to face meeting scheduled for Thursday, March 12, to discuss the matter further. The civil engineering documentation should show whether there is an issue with the road. Entergy willingly came to the table on this matter and they do want to help with whatever they can do to make the road function as it should.

Permits

Air Liquide – Proposed 12" Nitrogen Pipeline and 12" Hydrogen Pipeline Crossing Lateral A-3, Lateral A-3-A and Star Lake Ditch. Mr. Brady Girouard recommended approval with a Seven Hundred Seventy and No/100 (\$770.00) Dollar permit fee and no bond required. Commissioner Gamble moved to approve Mr. Girouard's recommendation. Commissioner Moses seconded the motion. The Vice-Chairman voted aye. The motion carried.

Checks & Purchase Orders Maintenance Fund

Ck. No. 16173 – Charles E. Reed & Associates, P.C.
\$5, 500.00 – Independent Auditor Fees

Ck. No. 16174 – Coastal Welding Supply
\$4,845.00 – Cylinder Rental (3)

Ck. No. 16175 – Dan Delich Consulting
\$1,950.00 – Legislative Consulting

Ck. No. 16176 – Duck’s Dragline Service, Inc.
\$10,140.00 – Rental LS250X4 Trackhoe 2/24-2/27/20, Rental
Cutter Head 2/25-2/27/20 and Rental LS250X3 Trackhoe
2/14-2/27/20

Ck. No. 16177 – Filmr, LLC
\$204.00 – Social Media Post

Ck. No. 16178 – Funchess, Mills, White & Co., P.C.
\$8,225.00 – Professional Services

Ck. No. 16179 - Function 4 LLC
\$188.99 – Rental of Konmin Copier, 2/15-3/14/20

Ck. No. 16180 – H & E Equipment Services, Inc.
\$4,446.49 – Rental of Crawler Dozer 12/4-12/23/19 and 2 Credits

Ck. No. 16181 – James Gamble, Sr.
\$270.00 – Health Insurance Payment

Ck. No. 16182 – KT Trucking & Cattle Co.
\$225.00 – Transport Truck Rental to Move Picker 2/18/20

Ck. No. 16183 – Lester Champagne
\$1,200.00 – Advance on Expenses to Attend TWCA Annual Convention
March 4-6, 2020 in Fort Worth, Texas

Ck. No. 16184 - Mazzanti & Associates LLC
\$2,500.00 – Legislative Consulting

Ck. No. 16185 – National Waterways Conference, Inc.
\$600.00 – Registrations for Phil Kelley and Chris Sallesse to Attend
National Waterways Conference March 9-11, 2020 in Washington, DC

Ck. No. 16186 – Phil Kelley
\$1,200.00 – Advance on Expenses to Attend TWCA Annual Convention
March 4-6, 2020 in Fort Worth, Texas

Ck. No. 16187 - Ray Russo
\$3,239.69 – Legislative Consulting

Ck. No. 16188 – Richard Beaumont
\$1,200.00 – Advance on Expenses to Attend TWCA Annual Convention
March 4-6, 2020 in Fort Worth, Texas

Ck. No. 16190 – Ritter Forest Products Nederland
500.00 – Rental of 10 Mats

Ck. No. 16191 – Ron Lewis & Associates
\$3,500.00 – Legislative Consulting Fees

Ck. No. 16192 – Ronnie Hollier
\$1,200.00 – Advance on Expenses to Attend TWCA Annual Convention
March 4-6, 2020 in Fort Worth, Texas

Ck. No. 16193 – The Premcor Refining Group, Inc.
\$2,072,698.00 – Utility Relocation Fees in Connection with the Sabine
Pass to Galveston Bay Project

Ck. No. 16194 - Waukesha-Pearce Industries, Inc.
\$4,530.00 – Rental Soil Compactor, 5/28-6/25/19

Ck. No. 16195 – Wells Fargo Remittance System
\$2,022.33 – Travel and Meeting Expense

Ck. No. 16196 – Ronnie Hollier
\$251.70 – Reimbursement for Travel and Training


Ck. No. 16197 – Starlake Canal Cooperating Group
\$76,635.44 – Starlake Litigation

Commissioner Moses moved that the checks from the Maintenance Fund be approved for payment. Commissioner Gamble seconded the motion. The Vice-Chairman voted aye. The motion carried.


Vice-Chairman Champagne asked if anyone in attendance had anything else to bring to the attention of the Board, and Mr. Earl Richard asked for a status on locations

for Retention Ponds. Mr. Kelley confirmed that Mr. Richard was referring to the Jefferson County property that had been talked about before and stated the District has not yet discussed the matter with Jefferson County representatives. Mr. Phil Kelley stated he believes the idea will be addressed in the Rodair Gully Study that is currently underway once completed.

At 2:26 p.m., Commissioner Moses moved that the meeting be adjourned. Commissioner Gamble seconded the motion. The Vice-Chairman voted aye. The motion carried.



Billy Joe Butler, Secretary



Lester Champagne, Vice-Chairman

**RESOLUTION NO. 457
AUTHORIZING PROFESSIONAL SERVICES
IN CONNECTION TO THE SABINE PASS TO GALVESTON BAY PROJECT**

STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

WHEREAS, Jefferson County Drainage District No. 7 (the “District”) is currently in project partnership with the U.S. Army Corps of Engineers (the “Corps”) regarding the Sabine Pass to Galveston Bay Project (the “Project”); and

WHEREAS, the Corps’ Galveston District has requested the District to perform utility surveying work as in-kind services in connection with the Project; and

WHEREAS, the District currently has a General Services Contract in place with both Dannenbaum Engineering and LJA Engineering; and

WHEREAS, the District desires to authorize Dannenbaum Engineering and LJA Engineering to perform the subject utility surveying work; and

WHEREAS, Dannenbaum Engineering will provide the utility surveying around the Port of Port Arthur from Station 617+00 to Station 647+89 as shown on Exhibit “A” for an amount of Thirty Nine Thousand Five Hundred and No/100 (\$39,500.00) Dollars in connection with Contract 3B of the Corps’ Project, which will be credited as work-in-kind toward the District’s project cost share; and

WHEREAS, LJA Engineering will provide the utility surveying within Valero from Station 762+13 to Station 860+60 as shown on Exhibit “B” for an amount of Two Hundred Twenty Seven Thousand One Hundred Seventy Five and No/100 (\$227,175.00) Dollars in connection with Contract 3 of the Corps’ Project, which will also be credited as work-in-kind toward the District’s project cost share.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7:

THAT it is in the best interest of the District to authorize Dannenbaum Engineering to perform the utility surveying work around the Port of Port Arthur from Station 617+00 to Station 647+89 as shown on Exhibit "A" for an amount of Thirty Nine Thousand Five Hundred and No/100 (\$39,500.00) Dollars in connection with Contract 3B of the U.S. Army Corps of Engineers Sabine Pass to Galveston Bay Project, which will be credited as work-in-kind toward the District's project cost share.

THAT it is in the best interest of the District to authorize LJA Engineering to perform the utility surveying work within Valero from Station 762+13 to Station 860+60 as shown on Exhibit "B" for an amount of Two Hundred Twenty Seven Thousand One Hundred Seventy Five and No/100 (\$227,175.00) Dollars in connection with Contract 3 of the U.S. Army Corps of Engineers Sabine Pass to Galveston Bay Project, which will be credited as work-in-kind toward the District's project cost share.

I, Billy Joe Butler, Secretary of the Board of Commissioners of Jefferson County Drainage District No. 7, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Commissioners of Jefferson County Drainage District No. 7, at their meeting No. 2318 held on the 3rd day of March, 2020, upon motion made by Commissioner Moses and seconded by Commissioner Gamble and adopted unanimously by said Board, a quorum being present.

Given under my hand this 3rd day of March, 2020.



Secretary
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7

I, Billy Joe Butler, Secretary of the Board of Commissioners of Jefferson County Drainage District No. 7, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Commissioners of Jefferson County Drainage District No. 7, at their meeting No. 2318 held on the 3rd day of March, 2020, upon motion made by Commissioner Moses and seconded by Commissioner Gamble and adopted unanimously by said Board, a quorum being present.

Given under my hand this 3rd day of March, 2020.



Secretary
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7

PROFESSIONAL SERVICES AGREEMENT

This Agreement is by and between Jefferson County Drainage District No. 7 (CLIENT) and Texan Engineering and Consulting, LLC (TEC) who agree as follows: Client engages TEC to perform the services described in Part I ("Services") and TEC agrees to perform the Services for the compensation set forth in Part III. TEC shall be authorized to commence the Services upon execution of this Agreement. Client and TEC agree that this Agreement and attachments referred to herein, constitute the entire Agreement between them relating to the Services ("Agreement").

Project/Services: General Services

Location: Jefferson County Drainage District No. 7 vicinity

I. TEC'S RESPONSIBILITIES: TEC shall perform or furnish the services described under this Agreement.

II. CLIENT'S RESPONSIBILITIES: Client, at its expense, shall do the following in a timely manner so as not to delay the Services.

1. INFORMATION/REPORTS: Furnish TEC with all reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to the Services. Unless otherwise specified in Part I, TEC may rely upon Client-furnished information without independent verification in performing the Services.

2. REPRESENTATIVE: Designate a representative for the services who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services.

3. DECISIONS: Provide all criteria and full information as to Client requirements for the Services, obtain (with TEC's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and generally participate in the Project to the extent necessary to allow TEC to perform the Services.

III. COMPENSATION, BILLING, AND PAYMENT: Client shall pay TEC for Services in accordance with the following Billing Schedule.

1. SERVICES: Hourly rate of **\$180 per hour** for Professional Engineering Services.

2. REIMBURSABLE EXPENSES: Out-of-town travel expenses, and other non-labor charges directly related to the Services will be billed at cost in addition to the fees agreed upon for services rendered. Filing fees, permit fees, and other special charges which are advanced on behalf of the Client will be billed on a similar basis.

3. PAYMENTS: Billings for services rendered will be made monthly and payment is requested within fifteen (15) days of receipt of invoice. TEC reserves the right to suspend work should invoices not be paid within the stated terms. The amount of any excise, VAT, or sales tax that may be imposed for professional services shall be added to the compensation as determined above. Notwithstanding the foregoing, TEC shall not bill for, and client is not responsible to pay for, any tax or imposition based on income or gross receipts including, but not limited to, federal or state income tax, franchise tax, or margins tax.

IV. STANDARD TERMS AND CONDITIONS:

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and TEC cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Client are specifically objected to.

2. SAFETY. TEC has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, TEC specifically disclaims any authority or responsibility for general job site safety and safety of persons other than TEC employees.

3. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. Client shall pay TEC for all Services rendered prior to termination.

In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

4. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by TEC is supplied for the general guidance of the Client only. Since TEC has no control over competitive bidding or market conditions, TEC cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

5. RELATIONSHIP WITH CONTRACTORS. TEC shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but TEC specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences, or procedures of construction selected by Client's contractors.

6. CONSTRUCTION REVIEW. For Services involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for any Project permits errors or omissions to be identified and corrected at comparatively low cost.

7. INSURANCE. TEC will maintain insurance coverage for errors and omissions, professional liability, commercial general liability and automobile in amounts required by Client prior to performing any Services here under. Client is not obligated to pay for any Services rendered prior to providing Client with proof of the required coverages.

9. HAZARDOUS MATERIALS. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. TEC and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. TEC agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize TEC to execute such documents as Client's agent.

10. INDEMNITY. To the fullest extent permitted by law, TEC shall indemnify and hold harmless Client from and against loss, liability, and damages sustained by Client, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the failure to adhere to the standard of care described in Part IV Paragraph 1 above of TEC, its agents or employees.

11. ACCESS. Client shall provide TEC safe access to any premises necessary for TEC to provide the Services.

12. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Services by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by TEC for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in hard copy and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. TEC shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, the inconsistency shall be corrected at no additional cost to Client

13. AMENDMENT. This Agreement, upon execution by the parties hereto, can be amended only by a written instrument signed by the parties.

14. ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by any party without written permission of each other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

15. DISPUTE RESOLUTION. The parties shall attempt to settle disputes arising under this Agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner, within a reasonable length of time, the parties agree to attempt non-binding mediations or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs including attorney's fees from the other party. This agreement is made and entered into in Jefferson County, Texas, and is performable in Jefferson County, Texas. Venue for all legal proceedings and mediations shall be in Jefferson County, Texas. Texas law shall apply.

16. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

17. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

18. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

19. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**APPROVED FOR JEFFERSON COUNTY
DRAINAGE DISTRICT NO. 7**

APPROVED FOR TEC ENGINEERING, INC.

By: _____

Printed
Name: _____

Title: _____

Date: _____

By: _____

Printed
Name: _____

Title: _____

Date: _____