

102 West Austin Street, Suite 205
Jefferson, Texas 75657



FILED FOR RECORD

24 SEP 26 PM 1:40

(903) 665-3261

Fax (903) 665-8732

KIMBERLY WISE
CO. CLERK, MARION CO.

Hon. Leward J. LaFleur

BY *[Signature]* DEPUTY

Commissioner J.R. Ashley
Commissioner Ralph Meisenheimer

Marion County Judge

Commissioner Jacob Pattison
Commissioner Gered R. Lee

Notice is hereby given that the next meeting of the Marion County Commissioners Court will be held on the 30th September, 2024 at 9:00 a.m. in the County Commissioners Courtroom, 114 W. Austin 2nd Floor, Jefferson, TX and that the following subjects will be discussed:

Prayer

Pledges of the American and Texas Flag

1. Consent agenda:
 - a. Consider approval of minutes – September 09, 2024, September 17, 2024
 - b. Court to examine all accounts and reports relating to finances of County
 - c. Court to audit and settle all accounts against County and direct their payment
 - d. Consider approval of bond for Sandra Wright, Administrative Assistant to the County Judge & Commissioners
 - e. County Auditor to make financial report
2. Dina Carrol to present an update on Friends of Jefferson Animals voucher system regarding spay and neuter program.
3. Consider for approval Proclamation designating the month of October as Domestic Violence Awareness Month for 2024.
4. Consider for approval and take necessary action on Island View Acres final plat and deed restrictions.
5. Consideration and possible action to approve a contract for management services to Gary R. Traylor & Associates, Inc., for execution of Contract No. CDV23-0309 between Marion County and the Texas Department of Agriculture (TDA) regarding the 2023 Texas Community Development Block Grant Program for water improvements for Harleton WSC.
6. Consideration and possible action to approve a contract for engineering services to Stephens Engineering, for execution of Contract No. CDV23-0309 between Marion County and the Texas Department of Agriculture (TDA) regarding the 2023 Texas Community Development Block Grant Program for water improvements for Harleton WSC.
7. Consider for approval Standard Form of Agreement between Owner and Engineer for Professional Services with Wood Engineering Co, Inc for Kellyville Community Center Building Improvements through ARPA Federal Revenue Loss Funds at a cost of \$55,000.00.

8. Consider for approval Advertisement, Specifications and Bid Documents for the Kellyville Community Center Roof Improvements prepared by Wood Engineering Co, Inc to be opened Friday, October 18, 2024 and awarded Monday, October 28, 2024 funded through ARPA Federal Revenue Loss Funds.
9. Consider for approval award of quote for Carpet in District Courtroom through LATCF Revenue authorizing County Judge to sign contracts.
10. Consider for approval Budget Amendment by Line-Item Transfers to hire Newly Elected District Attorney, Tim Cariker, to work part-time in the District Attorney's Office to start learning Marion County procedures and to become familiar with trial cases, etc.
11. Consider for approval County Auditor to send out Notifications of Application for Indigent Attorney Contract and Conflict Attorney Contract.
12. Consider for approval additional \$1,900.00 Airport Dirt Work by Jack Brown Construction, originally approved at \$22,000 December 29, 2023.
13. Consider for approval Chapter 59 Asset Forfeiture Report September 2024 for Marion County District Attorney.
14. Consider for approval SAVNS Maintenance Grant Contract with Office of Attorney General from Sept 1, 2024 -August 31, 2025 for \$6,981.90 contract C-01759 authorizing County Judge to docuSign.
15. Consider for approval contract renewal No. 20222344900-440-01 for SAVNS with Appriss Insights (Equifax) at \$6,981.90 authorizing County Judge to sign.
16. Discuss and take necessary action on Mims VFD Building Sub-Lease DACW63-1-13-0842 with the U.S. Army Corps of Engineers and The Friends of Lake O'The Pines.
17. Peggy Walker to give update on the Marion County Resource Coalition.


 Leward J. LaFleur
 County Judge
 Marion County, Texas

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 CO. CLERK, MARION CO.
 BY  DEPUTY

MINUTES OF MARION COUNTY COMMISSIONERS' COURT
SEPTEMBER 30, 2024

The Commissioners' Court of Marion County met in Special Session at 9:00 a.m. on September 30, 2024. All members present with County Judge Leward LaFleur presiding.

J.R. (JOHN ROSS) ASHLEY, COMMISSIONER, PRECINCT # 1
JACOB PATTISON, COMMISSIONER, PRECINCT #2
RALPH MEISENHEIMER, COMMISSIONER, PRECINCT # 3
GERED R. LEE, COMMISSIONER, PRECINCT#4

ITEM NO. 1

CONSENT AGENDA:

- a. ORDER APPROVING MINUTES OF MEETING ON SEPTEMBER 09, 2024, SEPTEMBER 17, 2024**
- b. ORDER TO EXAMINE ALL ACCOUNTS AND REPORTS RELATING TO FINANCES OF THE COUNTY**
- c. ORDER TO AUDIT AND SETTLE ALL ACCOUNTS AGAINST COUNTY AND DIRECT THEIR PAYMENT**
- d. ORDER TO APPROVE BOND FOR SANDRA WRIGHT, ADMINISTRATIVE ASSISTANT TO THE COUNTY JUDGE & COMMISSIONERS**
- e. ORDER TO APPROVE COUNTY AUDITOR FINANCIAL REPORT**

Motion by Ashley, seconded by Meisenheimer to approve the consent agenda. All members present voted Aye. Motion carried 4-0.

ITEM NO. 2**DINA CARROL TO PRESENT AND UPDATE ON FRIENDS OF JEFFERSON ANIMALS VOUCHER SYSTEM REGARDING SPAY AND NEUTER PROGRAM.**

Presentation Only

See Exhibit "A" attached

ITEM NO. 3**ORDER TO APPROVE PROCLAMATION DESIGNATING THE MONTH OF OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH FOR 2024.**

Motion by Meisenheimer, seconded by Lee. All members present voted Aye. Motion carried 4-0.

See Exhibit "B" attached

ITEM NO. 4**ORDER TO APPROVE THE FINAL PLAT FOR ISLAND VIEW ACRES AND THE DEED RESTRICTIONS ALLOWING THE JUDGE TO SIGN.**

Motion by Lee, seconded by Ashley. All members present voted Aye. Motion carried 4-0.

See Exhibit "C" attached

See slide B-39 Plat Records Marion County Clerk's Office

ITEM NO. 5**ORDER TO APPROVE CONTRACT FOR MANAGEMENT SERVICES TO GARY R. TRAYLOR & ASSOCIATES, INC., FOR EXECUTION OF CONTRACT NO. CDV23-0309 BETWEEN MARION COUNTY AND THE TEXAS DEPARTMENT OF AGRICULTURE (TDA) REGARDING THE 2023 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR WATER IMPROVEMENTS FOR HARLETON WSC.**

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0.

See Exhibit "D" attached

ITEM NO. 6

ORDER TO APPROVE A CONTRACT FOR ENGINEERING SERVICES TO STEPHENS ENGINEERING, FOR EXECUTION OF CONTRACT NO. CDV23-0309 BETWEEN MARION COUNTY AND THE TEXAS DEPARTMENT OF AGRICULTURE (TDA) REGARDING THE 2023 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR WATER IMPROVMENTS FOR HARLETON WSC.

Motion by Ashley, seconded by Pattison. All members present voted Aye. Motion carried 4-0.

See Exhibit "E" attached

ITEM NO. 7

ORDER TO APPROVE THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES WITH WOOD ENGINEERING CO, INC FOR KELLYVILLE COMMUNITY CENTER BUILDING IMPROVMENTS THROUGH ARPA FEDERAL REVENUE LOSS FUNDS AT A COST OF \$55,000.00.

Motion by Ashley, seconded by Pattison. All members present voted Aye. Motion carried 4-0.

See Exhibit "F" attached

ITEM NO. 8

ORDER TO APPROVE THE ADVERTISEMENT, SPECIFICATIONS AND BID DOCUMENTS FOR KELLYVILLE COMMUNITY CENTER ROOF IMPROVEMENTS PREPARED BY WOOD ENGINEERING CO. INC TO BE OPENED FRIDAY OCTOBER 18, 2024 AND AWARDED MONDAY OCTOBER 28, 2024 FUNDED THROUGH ARPA FEDERAL REVENUE LOSS FUNDS.

Motion by Ashley, seconded by Lee. All members present voted Aye. Motion carried 4-0.

See Exhibit "G" attached

ITEM NO. 9**ORDER TO APPROVE PERRY'S HOMETOWN FLOORING AT THE COST OF \$5142.25.**

Motion by Lafleur, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0.

See Exhibit "H" attached

ITEM NO. 10**ORDER TO APPROVE BUDGET AMENDMENT BY LINE-ITEM TRANSFER TO HIRE NEWLY ELECTED DISTRICT ATTORNEY, TIM CARIKER, TO WORK PART-TIME IN THE DISTRICT ATTORNEY'S OFFICE TO START LEARNING MARION COUNTY PROCEDURES AND TO BECOME FAMILIAR WITH TRIAL CASES, ECT.**

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0.

See Exhibit "I" attached

ITEM NO. 11**ORDER TO APPROVE COUNTY AUDITOR TO SEND OUT NOTIFICATIONS OF APPLICATION FOR INDIGENT ATTORNEY CONTRACT AND CONFLICT ATTORNEY CONTRACT.**

Motion by Meisenheimer, seconded by Pattison. All members present voted Aye. Motion carried 4-0.

See Exhibit "J" attached

ITEM NO. 12**ORDER TO APPROVE ADDITIONAL \$1,900.00 FOR AIRPORT DIRT WORK BY JACK BROWN CONSTRUCTION, ORIGINALLY APPROVED AT \$22,000 DECEMBER 29, 2023.**

Motion by Ashley, seconded by Pattison. All members present voted Aye. Motion carried 4-0.

See Exhibit "K" attached

ITEM NO. 13**ORDER TO APPROVE CHAPTER 59 ASSET FORFEITURE REPORT SEPTEMBER 2024 FOR MARION COUNTY DISTRICT ATTORNEY WITH A BALANCE OF \$12,611.18.**

Motion by Ashley, seconded by Lee. All members present voted Aye. Motion carried 4-0.

See Exhibit "L" attached

ITEM NO. 14**ORDER TO APPROVE SAVNS MAINTENANCE GRANT CONTRACT WITH OFFICE OF ATTORNEY GENERAL FROM SEPTEMBER 1, 2024 – AUGUST 31, 2025 FOR \$6,981.90 CONTRACT C-01759 AUTHORIZING OUR COUNTY JUDGE TO DOCUSIGN.**

Motion by Ashley, seconded by Pattison. All members present voted Aye. Motion carried 4-0.

See Exhibit "M" attached

ITEM NO. 15**ORDER TO APPROVE CONTRACT RENEWAL NO. 20222344900-440-01 FOR SAVNS WITH APPRISS INSIGHTS (EQUIFAX) AT \$6,981.90 AUTHORIZING COUNTY JUDGE TO SIGN.**

Motion by Lee, seconded by Pattison. All members present voted Aye. Motion carried 4-0.

See Exhibit "N" attached

ITEM NO. 16**ORDER TO APPROVE MIMS VFD BUILDING SUB – LEASE DACW63-1-13-0842 WITH THE U.S. ARMY CORPS OF ENGINEERS AND THE FRIENDS OF LAKE O' THE PINES WITH THE LEASE AGREEMENT BEGINNING AUGUST 1, 2024 – JULY 31, 2025.**

Motion by Ashley, seconded by Pattison. All members present voted Aye. Motion carried 4-0.

See Exhibit "O" attached

ITEM NO. 17**PEGGY WALKER TO GIVE UPDATE ON THE MARION COUNTY RESOURCE COALITION.**

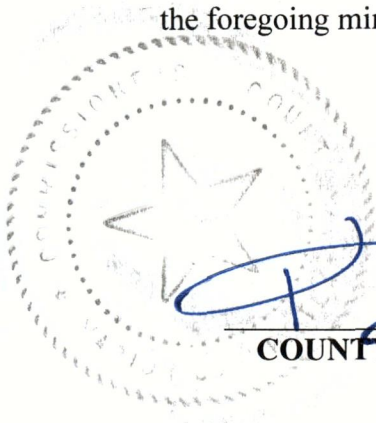
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No Exhibit

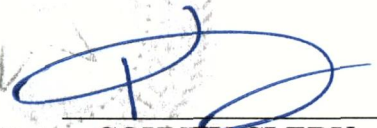
ORDER TO ADJOURN

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0. Meeting adjourned at 10:01 a.m.

There being no further business brought to the attention of the Commissioners' Court, it is ordered that the Commissioners' Court of Marion County, Texas, adjourn and stand adjourned until the next Regular Session, unless and until called together in Special Session before that time

I attest to the accuracy of
the foregoing minutes.





COUNTY CLERK



COUNTY JUDGE

NOTE: ALL REPORTS, LETTERS OR OTHER ATTACHMENTS MENTIONED IN THE ABOVE MINUTES ARE ON FILE IN THE OFFICE OF THE COUNTY CLERK

00 '128'

Exhibit "A"

#B 140



303 HG Mosley PKWY
Longview, TX 75604
(903) 297-PETS

Longview
ANIMAL CARE & ADOPTION CENTER
Spay It Forward
Spay or Neuter Voucher

This voucher is good for \$100 ONLY towards 1 canine or feline spay or neuter at a Spay it Forward participating veterinary office. See shelter staff for a list of participating veterinarians.

Owner's Name: Estela Ruiz

Mailing Address: 5 Miriam Ct

City, State, Zip: Longview, TX 75605 Phone #: 209-916-1289

For Veterinary Clinic use ONLY

☒ Canine

☐ Feline

☐ Spay

☒ Neuter

Clinic Name: _____

Authorized by: Riley Scott Expiration Date: 12/11/24



303 HG Mosley PKWY
Longview, TX 75604
(903) 297-PETS

Longview
ANIMAL CARE & ADOPTION CENTER
Spay It Forward
Spay or Neuter Voucher

This voucher is good for \$100 ONLY towards 1 canine or feline spay or neuter at a Spay it Forward participating veterinary office. See shelter staff for a list of participating veterinarians.

Owner's Name: Angelena Petree

Mailing Address: 2320 Kelly Lynn LN.

City, State, Zip: Longview TX Phone #: 303-335-5984
75005

For Veterinary Clinic use ONLY

- | | |
|--|---------------------------------|
| ☒ Canine | ☐ Feline |
| ☒ Spay | ☐ Neuter |

Clinic Name: _____

Authorized by: Brooke Expiration Date: 11-9-24



303 HG Mosley PKWY
Longview, TX 75604
(903) 297-PETS

Longview
ANIMAL CARE & ADOPTION CENTER
Spay It Forward
Spay or Neuter Voucher

This voucher is good for \$100 ONLY towards 1 canine or feline spay or neuter at a Spay it Forward participating veterinary office. See shelter staff for a list of participating veterinarians.

Owner's Name: Monica Perez

Mailing Address: 425 Northridge Cir

City, State, Zip: Longview, TX 75605 Phone #: 805-310-1256

For Veterinary Clinic use ONLY

☒ Canine

☐ Feline

☐ Spay

☒ Neuter

Clinic Name: _____

Authorized by: Megan Barker Expiration Date: 9/15/24

Marion County Spay/Neuter Voucher

Voucher Number _____

Name: _____

Address: _____

County: _____ Phone Number: _____

Alternate Phone Number: _____ Alt. Phone Number: _____

Email: _____ Social Media: _____

How would you like to be contacted? Phone Call Phone Text Email Facebook Messenger

Animal #1: Name: _____ Cat or Dog (circle one) Male or Female (circle one)
 Weight: _____ Age or Date of Birth _____ Current on Rabies vaccine? Yes or No

Animal #2: Name: _____ Cat or Dog (circle one) Male or Female (circle one)
 Weight: _____ Age or Date of Birth _____ Current on Rabies vaccine? Yes or No

Animal #3: Name: _____ Cat or Dog (circle one) Male or Female (circle one)
 Weight: _____ Age or Date of Birth _____ Current on Rabies vaccine? Yes or No

Animal #4: Name: _____ Cat or Dog (circle one) Male or Female (circle one)
 Weight: _____ Age or Date of Birth _____ Current on Rabies vaccine? Yes or No

Animal #5: Name: _____ Cat or Dog (circle one) Male or Female (circle one)
 Weight: _____ Age or Date of Birth _____ Current on Rabies vaccine? Yes or No

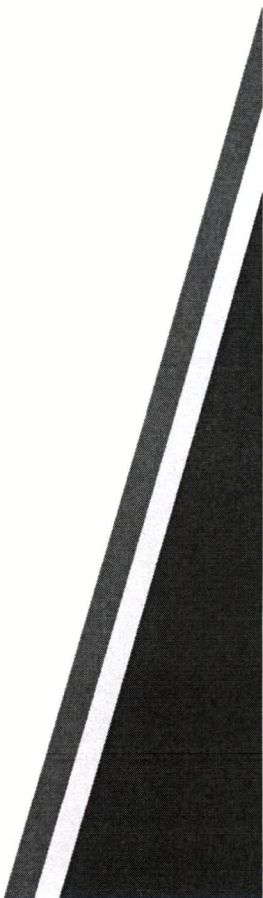
Transportation Required? Yes or No

FOJA Representative Name: _____

Date Issued _____ Expiration Date: _____

This voucher is active for 3 months from the date issued. You must use this voucher before that date, or have an appointment scheduled with a note from Animal Protection League stating your appointment date and reason for delay. Your voucher will be released if these conditions are not met by the stated expiration date. In multi pet households, females will be altered first and males will be placed on a waitlist. This will be considered when determining expiration dates.

Voucher Recipient Signature: _____



Presentation Summary

- Background / Introduction
- Data Sets
 - Longview / LACAC:
 - Intake / Outcome Summary
 - Call Volume
 - Budget Data
 - Observations
 - FOIA Data
 - Waco
 - San Angelo
 - Observations
- Closing / Q&A

Longview Data – Intake Summary

- Rec'd detailed intake data from LACAC from 2020 through 8.27.2024:

INTAKE:	2020	2021	2022	2023	Annualized 2024	Actual YTD 8.27.2024
Total Service In	16	26	33	29	36	24
Total Clinic	58	35	37	165	197	131
Total Seized/Custody	662	847	1,088	1,172	1,131	754
Total Wildlife In	124	98	97	126	180	120
Total Stray	1,094	1,234	1,178	1,191	1,197	798
Total Return	0	0	2	0	0	0
Total Owner/Guardian Surrender	509	671	720	688	485	323
Total Intake	2,463	2,911	3,155	3,371	3,225	2,150
% Changes		18.2%	8.4%	6.8%	4.3%	

Longview Data – Outcome Summary

- Rec'd detailed outcome data from LACAC from 2020 through 8.14.2024

OUTCOMES	2020	2021	2022	2023	Annualized 2024	Actual YTD 8.14.2024
	Adoptions	1,366	1,570	1,452	1,336	1,081
Rescue	730	869	3,055	993	850	602
Return to Owner/Guardian	330	350	378	395	312	221
Total Euthanized	976	1,361	1,724	1,541	1,436	1,017
Total Outcomes	3,402	4,150	6,609	4,265	3,679	2,606

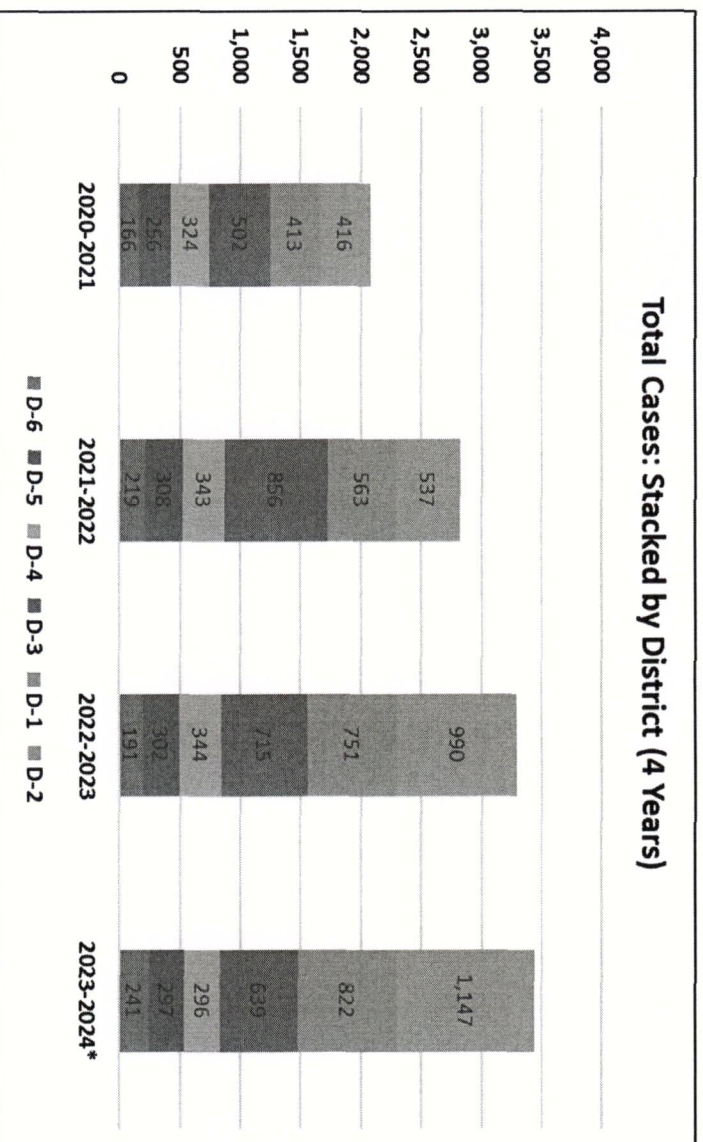
Longview Data – Call Volume

- Cases vs Activities
- Here is a summary of Total Cases, by district:

Total Cases By District	2020-2021	2021-2022	2022-2023	Projected 2023-2024
District 1	413	563	751	822
District 2	416	537	990	1,147
District 3	502	856	715	639
District 4	324	343	344	296
District 5	256	308	302	297
District 6	166	219	191	241
Total Cases	2,077	2,826	3,293	3,442

Longview Data – Call Volume (Ctnd)

- Here is a summary of Total Cases, in a column chart stacked by district:



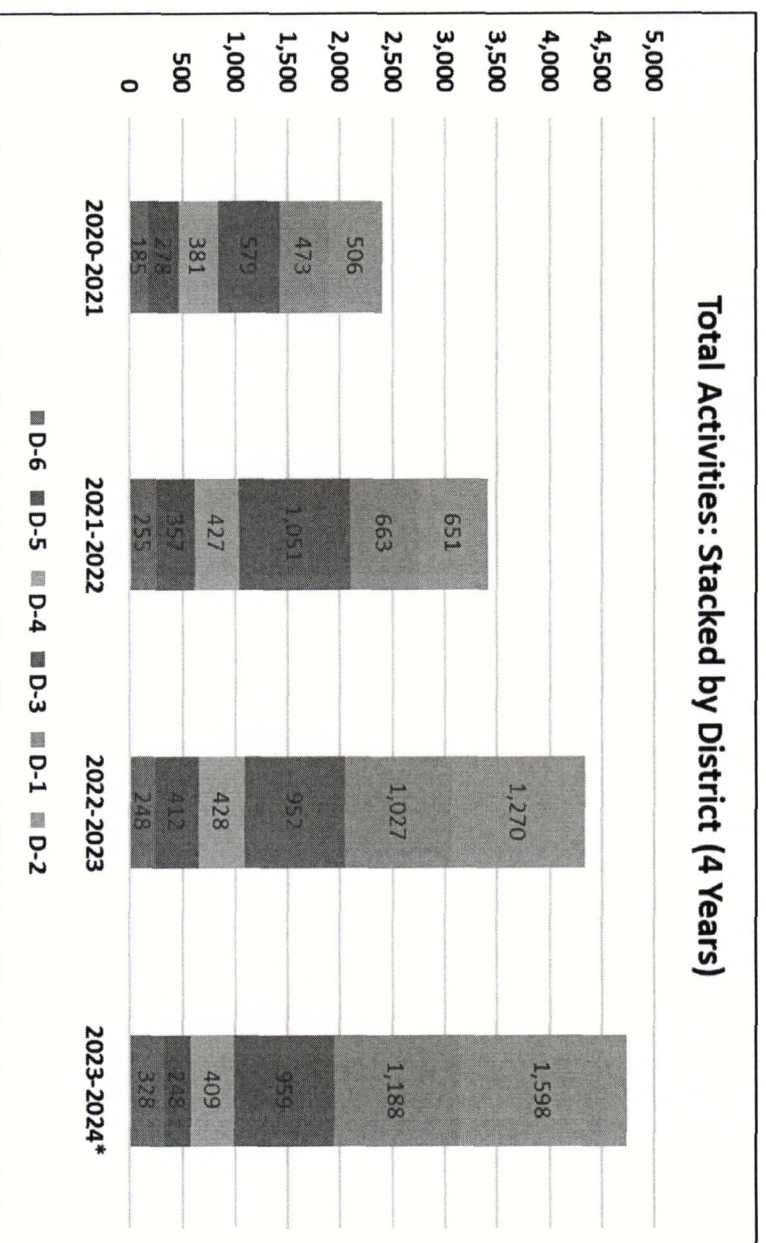
Longview Data – Call Volume (Ctnd)

- Here is a summary of Total Activities, by district:

Total Activities By District	2020-2021			2021-2022		2022-2023		Projected 2023-2024	
District 1	473			663		1,027		1,188	
District 2	506			651		1,270		1,598	
District 3	579			1,051		952		959	
District 4	381			427		428		409	
District 5	278			357		412		413	
District 6	185			255		248		328	
Total Activities	2,402			3,404		4,337		4,895	

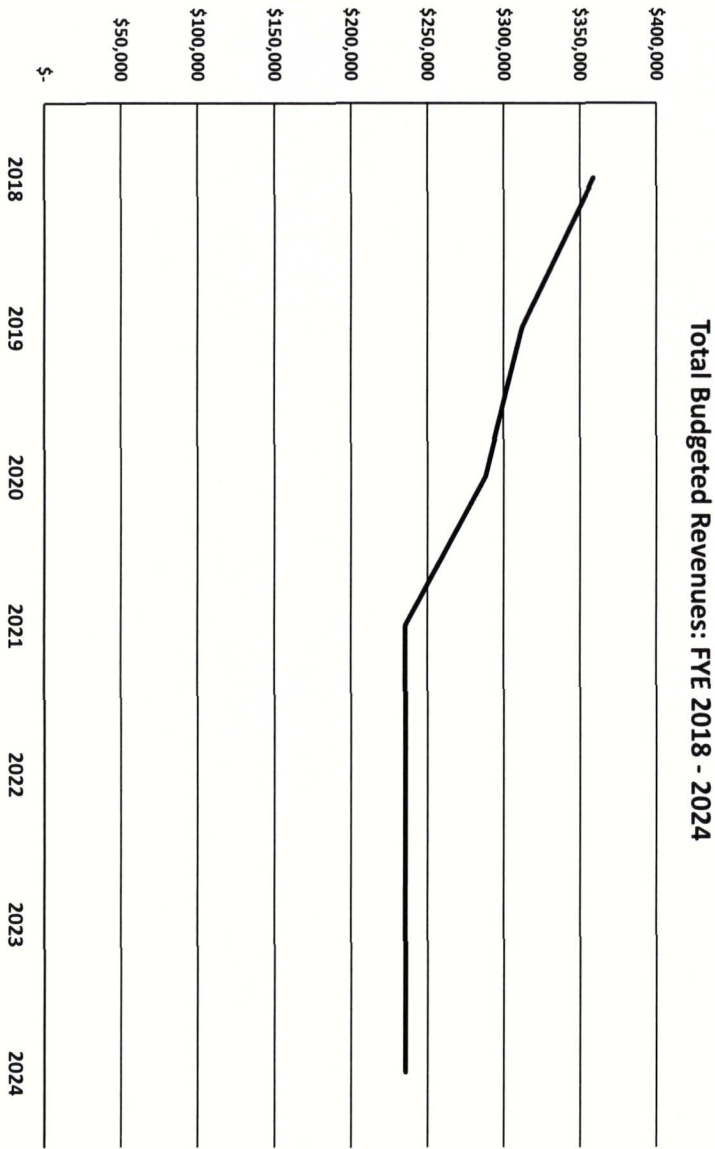
Longview Data – Call Volume (Ctnd)

- Here is a summary of Total Activities, in a column chart stacked by district:



Longview Data – Budget Revenues

- 35% decline from 2018 to 2021, then flat:



Longview Data – Budget Expenses

- Here is summary chart of historical budget for expenses:

Description	2018	2019	2020	2021	2022	2023	2024
EXPENDITURES:							
Total Personnel Costs	\$ 882,494	\$ 948,148	\$ 1,069,167	\$ 976,823	\$ 1,059,980	\$ 1,110,501	\$ 1,152,201
Total Supplies Costs	221,744	237,113	249,085	223,350	248,350	237,869	259,869
Total Equipment Maintenance Costs	17,305	17,840	16,051	9,600	11,600	9,600	8,600
Total Contractual Costs	202,732	195,232	175,955	166,673	197,942	153,999	155,327
Total Benefits Costs	403,916	457,224	480,475	503,865	526,386	537,050	549,174
Capital Items	-	-	-	-	42,817	-	-
Total Expenses	\$ 1,728,191	\$ 1,855,557	\$ 1,990,733	\$ 1,880,311	\$ 2,087,074	\$ 2,049,019	\$ 2,125,170
Adjustments:							
Discontinued Cost Allocations	(53,116)	(55,716)	(60,420)	(57,956)	(69,902)	-	-
Capital Items	-	-	-	-	(42,817)	-	-
Subtotal	(53,116)	(55,716)	(60,420)	(57,956)	(112,719)	-	-
Adjusted Total Expenses	\$ 1,675,075	\$ 1,799,841	\$ 1,930,313	\$ 1,822,355	\$ 1,974,355	\$ 2,049,019	\$ 2,125,170
% Change		7.4%	7.2%	-5.6%	8.3%	3.8%	3.7%

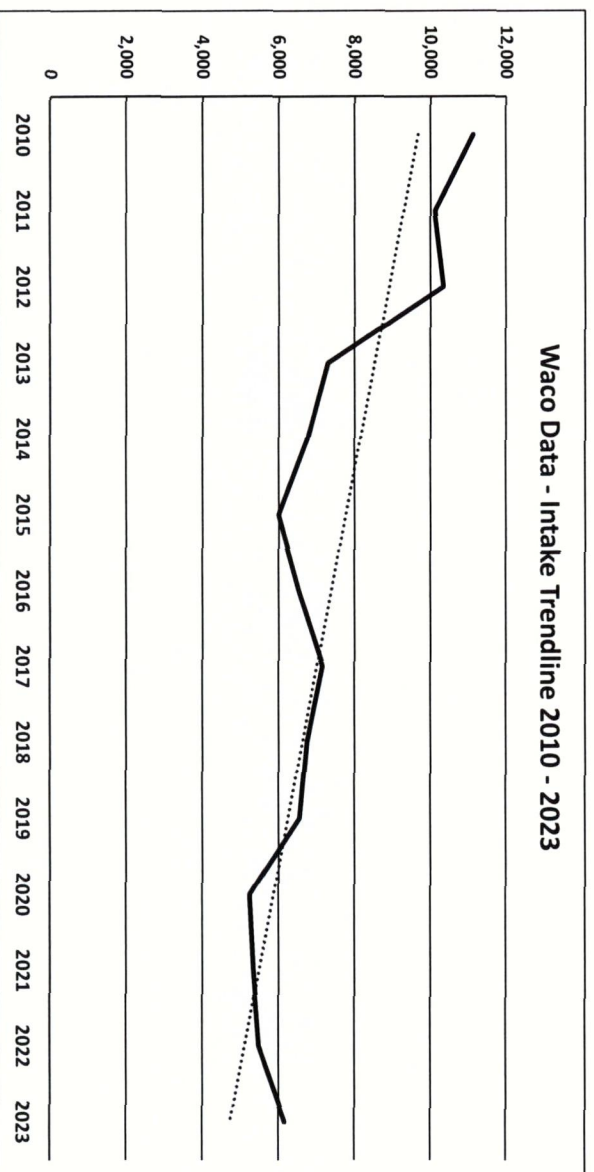
Longview Data - Observations

- Intake stats have been ticking up since 2020 (mainly from seized/custody category)
- Rescue efforts have been critical to outcomes, but euthanasia has ticked up since 2020 with increased intake volume.
- Expense budget is clearly trending upwards, mainly from increased personnel costs, benefits, insurance, etc.
 - No increase in budgeted revenues to offset.
 - Inflation is likely a driver here, but the call volume data would also indicate much more work = increased personnel costs.
- Final observation – Fees to Outside Vets are trending up:

	Full Year		Annualized		YTD
	2022	2023	2024	8.5.2024	
Fees to Outside Vets	\$ 9,828	\$ 13,702	\$ 18,848	\$ 15,421	
Annual Growth		39.42%	37.55%		

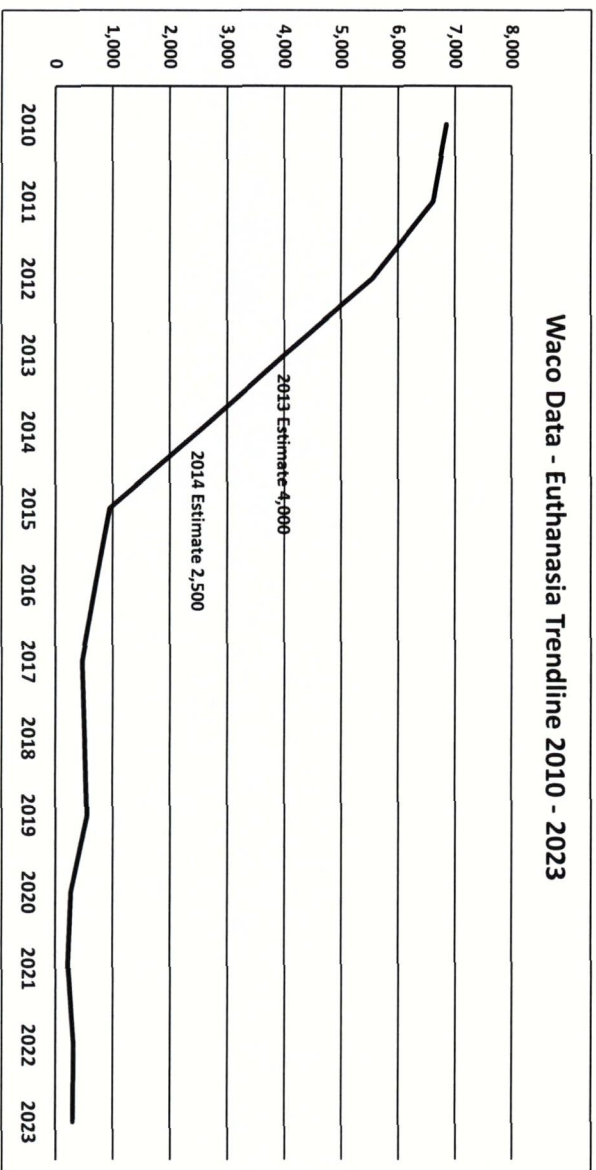
Waco Data

- Original S-N Ordinance enacted August 20, 2013, then amended April 4, 2016 and March 19, 2019
- Received summary data on total intake volume between 2010 and 2023 (14 years).
- Average intake of 10,529 in first 3 years (2010 – 2012) vs average intake of 5,655 in final 3 years (2021 – 2023) ... that's ~ 46% LT drop:



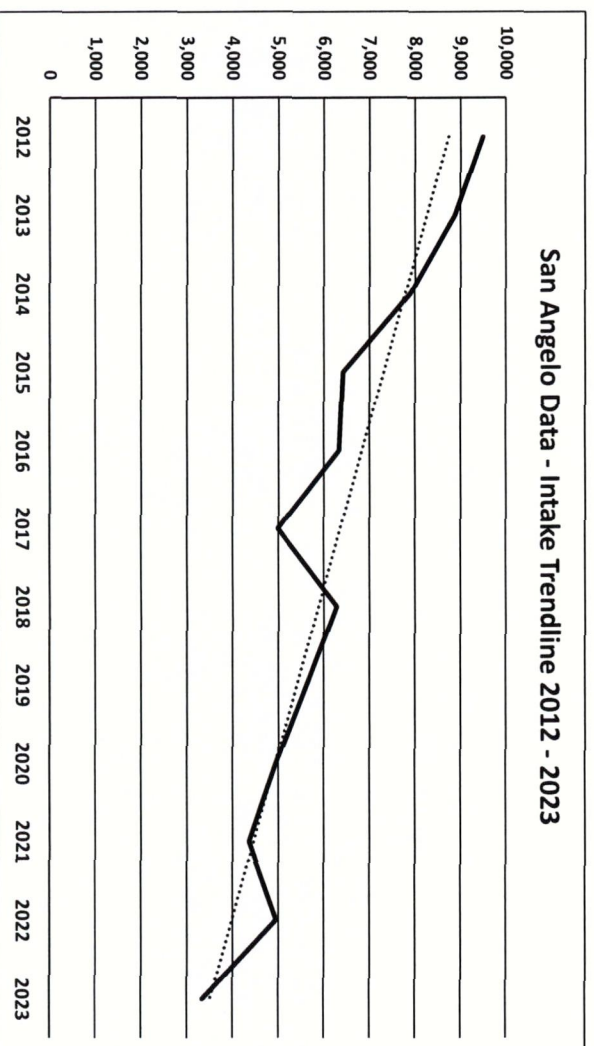
Waco Data (Ctnd)

- Original S-N Ordinance enacted August 20, 2013, then amended April 4, 2016 and March 19, 2019
- Received detailed outcome data for 2010 – 2012 (3 years) and 2015 – 2023 (9 years), missing 2013 and 2014
- Data included statistics for total euthanized.
- Average euthanasia total 6,377 in first 3 years (2010 – 2012) vs average of 277 in final 3 years (2021 – 2023) ... that's ~ 96% drop



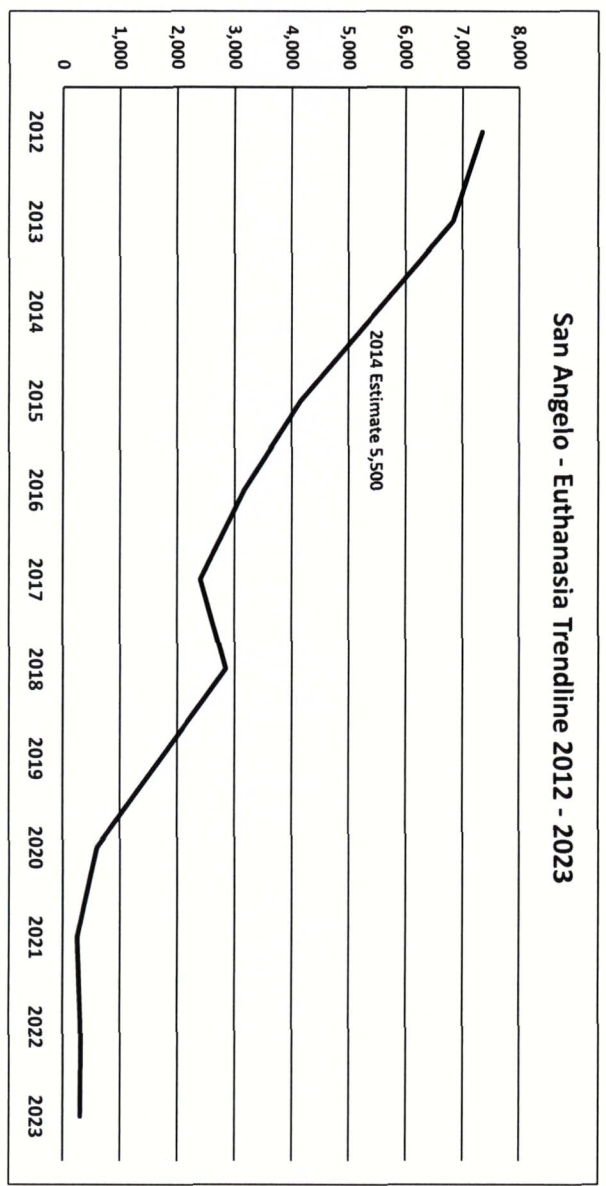
San Angelo Data

- S-N Ordinance enacted October 6, 2015
- Received detail data on intake volume between FYE 9.30.2012 & 9.30.2023 (12 years)
- Average intake of 7,724 in 3 years prior to S-N ordinance (2013 – 2015) vs average intake of 4,210 in final 3 years (2021 – 2023) ... again, that's ~ 46% LT drop:



San Angelo Data (Ctnd)

- S-N Ordinance enacted October 6, 2015
- Received detailed outcome data for FYE 2012 & FYE 2013 and then FYE 2015 – 2023 (9 years), missing 2014
- Data included statistics for total euthanized.
- Average euthanasia for 3 years of data available before S-N ordinance (2012, 2013 & 2015) was 6,115 vs average of 243 in final 3 years (2021 – 2023) ... again, that's ~ 96% drop



Waco / San Angelo Observations

- High level demographics of markets are comparable:

City Market	Approximate Population	Geographic Area (Sq.Mi.)	Median HH Income	Per Capita Income	Number Households
Longview, Texas	83,119	55.8	\$65,897	\$33,874	33,211
San Angelo, Texas	99,871	60	\$57,625	\$32,413	40,516
Waco, Texas	143,987	89.8	\$54,248	\$28,986	53,623

* *Source:* www.censusreporter.org/profiles

- Hard to know all external factors that could be influencing stats along with S-N ordinance, but clear indication of positive results.
- Had to double check calculations – both markets showed same long-term drop in average intake volume (or about 46%) and total euthanized (or 96%).

Closing / Q&A

Will Courington, CFA, ABV, MBA
Burkett & Courington, LLC
wcourington@burkettcpafirm.com

Intact Pet Permit

Chapter 13

Section _____ / Intact Pet Permit

A. *Offenses.*

1. A person commits an offense if the person owns, keeps, harbors, or has custody of any dog or cat over the age of six (6) months that is intact unless such dog or cat is subject to a valid Intact Pet Permit issued in accordance with this Section.
2. A person commits an offense if the person owns, harbors or has custody of an intact dog or cat at the residence or business property of an individual who has had an Intact Pet Permit revoked under subsection (e) below, regardless of whether another person at the same property owns a dog or cat subject to a valid permit.
3. A person commits an offense if the person advertises for sale within the city an *unaltered dog or cat over six (6) months of age* and fails to include in such advertisement the identification number of the dog or cat's city issued Intact Pet Permit.

B. *Application.*

1. An application for an Intact Pet permit must be made on the form prescribed by the director and shall include the following information:
 - a. The name, telephone number, and physical address of the applicant;
 - b. The description of the animal sought to be included under the permit and the species, breed, gender, and age of the animal;
 - c. A statement from a licensed veterinarian that the animal is current on all veterinary recommendations, including examination, vaccinations, preventative medicine, and treatments; and
 - d. A statement affirming that the applicant is familiar with the provisions of this Chapter and agrees to maintain all animals in accordance with applicable legal requirements.
2. An application must be accompanied by either payment of an application fee in the amount adopted annually by the city council.
3. An application must be accompanied by photographic evidence, in digital or printed form, showing the enclosure or enclosures where the unaltered animals are to be kept.

4. The animal care and control authority may require additional information and documentation as deemed necessary to determine whether a permit should be issued.

C. *Consideration of Application.*

1. An application for permit may be denied if the applicant:
 - a. Fails or refuses to submit a complete application;
 - b. Fails or refuses to submit any information or supporting documentation required under this section or pursuant to a request of the animal care and control authority;
 - c. Fails or refuses to submit the fee or documentation required under subsection (B)(2) above;
 - d. Provides false information on or in connection with the application;
 - e. Has, within the preceding twenty-four (24) months, failed to appear in court to respond to a citation relating to an alleged violation of any provision of this Chapter or of any state law relating to the care and humane treatment of animals;
 - f. Has, within the preceding twenty-four (24) months, been convicted of, received deferred adjudication or pled guilty or no contest to one or more violations of this Chapter, of any state law relating to the care and humane treatment of animals, or both;
 - g. Has, within the preceding sixty (60) months, been convicted or, received deferred adjudication, pled guilty, or entered a plea of no contest to one or more violations of any provision of this Chapter or of any state law relating to animal cruelty;
 - h. Has previously had a permit revoked pursuant to subsection (E) below; or
 - i. Resides at the same physical address as another individual whose permit has been revoked pursuant to subsection (e) below.
2. Notwithstanding subsection(C)(1) above, an application for permit may also be denied if specific circumstances exist indicating that the issuance of the permit would not be in the best interest of the animals involved or of the health and safety of the public. If a permit is denied pursuant to subsection (C), the animal care and control authority shall issue a written statement citing the specific reason or reasons for the denial.
3. If an application for permit is denied, the applicant may appeal to the director. Such appeal must be made in writing and received within thirty (30) days of the date the application was originally rejected. The decision of the director shall be final and

non-appealable.

D. *Issuance and Maintenance of Permit.*

1. A permit is issued for an individual animal to an individual person. A permit is not transferable to another animal or to another person.
2. A permit is valid unless and until it is revoked or expires.
3. To maintain an Intact Pet Permit, the permit holder must keep the animal care and control authority apprised of current contact information for the holder and identifying and registration information for each animal subject to an Intact Pet Permit. In particular, a permit holder must notify the animal care and control authority of any change of address or telephone number no later than thirty (30) days after the new address or phone number is effective. In addition, within thirty (30) days of obtaining an intact animal not subject to an Intact Pet Permit, the permit holder must provide the animal control division with the species, breed, gender, and age of such animal.

E. *Revocation of Permit.*

1. The animal care and control authority may revoke a permit if the owner of the animal issued an Intact Pet permit:
 - a. Is convicted, receives deferred adjudication or pleads guilty or no contest with respect to one or more violations of this Chapter, of any state law relating to the care and humane treatment of animals, or both;
 - b. Fails to appear in court to respond to a citation relating to an alleged violation of any provision of this Chapter or any state law relating to the care and humane treatment of animals;
 - c. Is convicted, received deferred adjudication, or pleads guilty or no contest with respect to any violation of any provision of this Chapter or of any state law relating to animal cruelty;
 - d. Is discovered to have provided false or inaccurate information on or in connection with an application for an Intact Pet Permit;
 - e. Fails to vaccinate any animal in accordance with the requirements of the state law or this Chapter;
 - f. Fails to comply with the requirements of subsection (D)(3) above; or
 - g. Fails to provide a current statement described in (B)(1)(c) above within thirty (30) days of when requested by the animal care and control authority.

2. A. If a permit is revoked by the animal care and control authority, the applicant may appeal to the director. Such appeal must be made in writing and received within thirty (30) days of the date the application was original revoked.
- B. The director may:
 1. Reinstate the permit pursuant to its original terms;
 2. Reinstate the permit subject to the holder meeting additional specified condition; or
 3. Affirm the revocation of the permit.
- C. The decision of the director shall be final and non-appealable.
- D. Revocation of a permit will not result in the refund of any permit or application fees.

F. Exemptions.

1. Unaltered dogs and cats under six (6) months of age kept, harbored, or maintained within the city limits;
2. Animals for which a licensed veterinarian certifies the dog or cat should not be spayed/neutered for health reasons or is permanently non-fertile. A Letter of Exemption is to be prepared by the veterinarian shall include-
 - i. Name of the dog/cat;
 - ii. Breed of the dog/cat;
 - iii. Identify the full name and address of the owner of the dog/cat; and
 - iv. Identify the microchip information for the dog/cat linking the animal to the owner.

The Letter of Exemption shall automatically expire one (1) year from the date of issuance.

3. Animals transferred to another animal shelter or a nonprofit 501(c)(3) organization that provides a written agreement to the city that the animal will be sterilized before being placed into a new home.
4. Animal which can be verified as formally trained for use or under the authority of a governmental agency in law enforcement or rescue work.
5. An animal for which a breeder permit has issued and remains valid and current.

G. Evidence of Permit.

The owner of the subject animal must retain documentation of the issued permit in a condition so that all dates and identifying information is easily legible by law enforcement or animal control.

H. Enforcement.

An owner commits an offense if his/her animal is not spayed or neutered unless the animal qualifies under an exemption as set forth in subsection (F).

1. First Offense
 - a. A fine of \$350 shall be assessed.
 - b. The subject fine may be waived by the director upon receipt of verifiable evidence proving the subject animal has been spayed/neutered by a licensed veterinarian no more than 30 days from issuance of citation.
2. Second Offense
 - a. Permit or exemption shall be revoked.
 - b. A fine of \$350 shall be assessed.
3. Offenses beyond the first and second shall result in issuance of a warrant for arrest. Fines and sentencing shall be determined by the municipal court.

I. Payment.

1. Fees for the Intact Pet Permit shall be paid directly to the city shelter which shall maintain a database of all issued Intact Pet Permits.
2. Intact Pet Permits may be purchased on a basis of 1, 2, or 3 years. The permit shall state the date of expiration which is to coincide with the years of purchase at time of payment. Permit fees are non-refundable and non-transferable.

Breeding Permit

- A. A person commits an offense if he breeds or allows the breeding of a dog or cat without a valid breeding permit for the dog or cat. A separate permit is required for each dog or cat that the person/owner/breeder keeps unsterilized for breeding purposes.

- B. A breeding permit may only be issued for a dog or a cat:
1. that is currently in compliance with the micro-chipping requirements of Section _____ of this Chapter;
 2. that is currently in compliance with the vaccination requirements of Section _____ of this Chapter;
 3. that, not more than ninety (90) days before the date of the breeding permit application, has been approved to breed by a licensed veterinarian; and
 4. whose owner-
 - a. is a member of a purebred dog or cat club, approved by the director, that maintains and enforces a code of ethics for breeding that includes restrictions on breeding dogs and cats with genetic defects and life threatening health problems common to the breed; or
 - b. holds a license as required by Texas Occupation Code §802.101 for each facility owned or operated in the State of Texas.
- C. To obtain a breeding permit, a person must submit an application to the director (on a form provided by the director for that purpose) and pay an annual breeding fee of \$400. The breeding permit application must include:
1. The name, address, and telephone number of the applicant;
 2. The location where the dog or cat is harbored;
 3. A description of the dog or cat, including but not limited to a photograph of the animal;
 4. Proof that the animal is qualified for breeding permit under Subsection (B) of this section;
 5. Photographs depicting the location where the animal is maintained; and
 6. Any other information determined necessary by the director for the enforcement and administration of this Section.
- D. A breeding permit expires one year after the date of issuance and may be renewed by applying in accordance with Subsection (C) of this Section.
- E. A breeding permit is not transferable.
- F. A permit holder commits an offense if he/she allows a permitted female dog or cat

to have more than one litter during the permit term of one year.

- G. A permit holder commits an offense if the permit holder fails to secure the required permit or breeds the subject animal after the breeding permit expires and is not renewed.

- 1. First Offense

- a. A fine of \$450 shall be assessed.
- b. The subject fine may be waived by the director upon receipt of verifiable evidence proving the subject animal has been spayed/neutered by a licensed veterinarian no more than thirty (30) days from issuance of citation.

- 2. Second Offense

- a. Permit shall be revoked.
- b. A fine of \$500 shall be assessed.

- 3. Offenses beyond the first and second shall result in issuance of a warrant for arrest. Fines and sentencing shall be determined by the municipal court.

- H. The director shall deny or revoke a breeding permit if the director determines that the applicant or permit holder-

- 1. Failed to comply with any provision of this Chapter; or
- 2. Intentionally made a false statement as to a material matter on the breeding permit application.

If the director denies or revokes a breeding permit, the director shall notify the applicant or permit holder in writing of the action and a statement of the right to an appeal. The applicant or permit holder may appeal the decision of the director to the permit and license appeal board in accordance with Section _____ of this Chapter. The filing of an appeal stays an action of the director in revoking the permit until the permit and license appeal board makes a final decision.

Microchip required

All dogs and cats over six (6) months of age which are kept, harbored, or maintained within the city limits must be micro-chipped between the shoulder blades with current owner information.

REVISION - RABIES CONTROL

Section 13-16 Vaccinations.

~~(a) Every owner or person harboring a dog or cat four months of age or older within the boundaries of the city shall have said animal vaccinated against rabies by means of a rabies vaccine administered by a duly licensed veterinarian. Annual re-vaccination shall be required thereafter.~~

[(a) All dogs or cats four months of age or older within the city shall be vaccinated against rabies. Such vaccinations shall be repeated in accordance with state law.]

Exhibit "B"

DOMESTIC VIOLENCE AWARENESS MONTH

OCTOBER 2024

"Every1KnowsSome1"

WHEREAS, the crime of domestic violence violates the basic human rights of safety and dignity, and in 2022, 216 Texans were killed due to domestic violence; and

WHEREAS, the problems of domestic violence and teen dating violence are not confined to any group of people, but cut across all economic, racial, gender and societal barriers; and

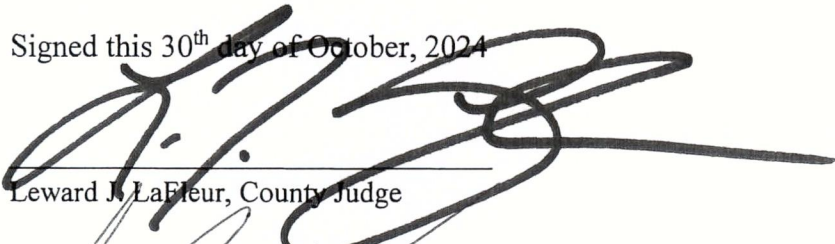
WHEREAS, the impact of domestic violence and teen dating violence directly affects individuals and communities when society ignores or tolerates violence in relationships; and

WHEREAS, last year the Women's Center of East Texas provided face-to-face services to over 1,335 adults and 152 children who experienced domestic violence and provided 7,184 days of shelter; and

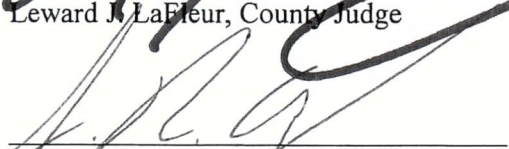
WHEREAS, last year the Women's Center of East Texas provided these direct services to 4 victims from Marion County; and

NOW, THEREFORE, I, do hereby resolve the month of October, 2024 as *National Domestic Violence Awareness Month* in Marion County, Texas, and urge the public to actively work toward eradicating domestic violence, improving survivor safety, and holding perpetrators of domestic abuse accountable for their actions.

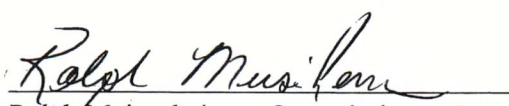
Signed this 30th day of October, 2024



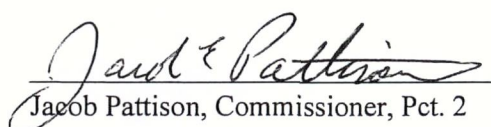
Leward J. LaFleur, County Judge



J.R. Ashley, Commissioner, Pct. 1



Ralph Meisenheimer, Commissioner, Pct. 3

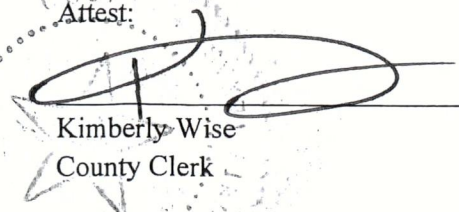


Jacob Pattison, Commissioner, Pct. 2



Gered R. Lee, Commissioner, Pct. 4

Attest:



Kimberly Wise
County Clerk

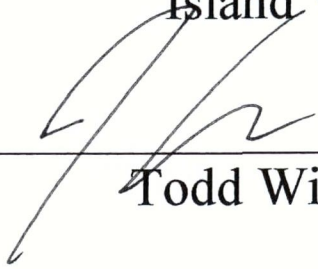
Exhibit "C"
RESTRICTIONS
ISLAND VIEW ACRES
JEFFERSON, TX

157

NO RV PARKS ALLOWED.

NO COMMERCIAL BUSINESS ALLOWED.

ONE MAIN HOUSE PER LOT ALLOWED, GUEST HOUSES
ARE ALLOWED.

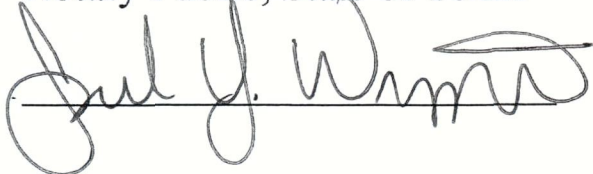
Island View Acres
BY: 
Todd Winn / Owner

STATE OF TEXAS

COUNTY OF MARION

This instrument was acknowledged before me on this 12th day of September,
2024 by Todd Winn.

Notary Public, State of Texas





CONTRACT FOR MANAGEMENT SERVICES

PART I
AGREEMENT

THIS AGREEMENT, entered into this 30th day of September, 2024 by and between the COUNTY OF MARION, hereinafter called the "County," acting herein by Leward J. LaFleur, County Judge hereunto duly authorized, and Traylor & Associates, Inc. hereinafter called "the Contractor," acting herein by Mark Taylor, President.

County: Marion County
102 West Austin Street, Room 205
Jefferson, Texas 75657

Contractor: Traylor & Associates, Inc.
P. O. Box 7035
Tyler, Texas 75711

Project: Water Improvements on behalf of Harleton WSC - #CDV23-0309
2024 Texas Community Development Block Grant Program (TxCDBG)
Texas Department of Agriculture (TDA)

WITNESSETH THAT:

WHEREAS, the County of Marion desires to implement the following: water improvements under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture; and Whereas the County desires to engage Traylor & Associates, Inc. to render certain professional administrative services in connection with this TxCDBG Project, Contract Number CDV23-0309.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Contractor will perform the services set out in Part II, Scope of Services.

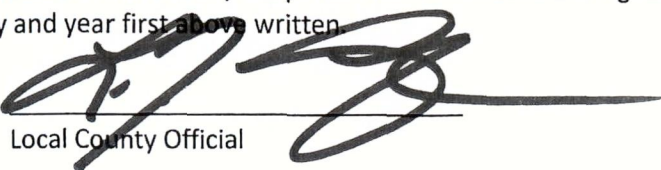
2. Time of Performance - The services of the Contractor shall commence on the day following the execution of this contract. All services required to be performed hereunder shall be completed in accordance with Contract milestones on or before the 60th day following the expiration of the Grant Agreement between the County and TDA.3. Local Program Liaison - For purposes of this Contract, the County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's TxCDBG contract with TDA.
5. Retention of Records - The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **Thirty-six Thousand Five Hundred and No/100 Dollars (\$36,500.00)**. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III – A and monthly installments in Part III – B Payment Schedules of this Agreement. Payment of the fees described herein shall be contingent on CDBG funding. In the event that grant funds are not awarded to the County by TDA through the TxCDBG program, this agreement shall be terminated by the County.
7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
8. Miscellaneous Provisions
 - a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Marion County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.
9. Extent of Agreement
This Agreement, which includes Parts I-IV, represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or

agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY:


Local County Official

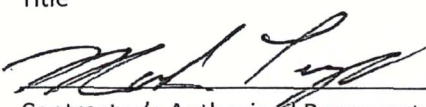
Leward J. LaFleur

Printed Name

County Judge

Title

BY:


Contractor's Authorized Representative

Mark Taylor

Printed Name

President

Title

PART II SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to the County personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish County with necessary forms and procedures required for implementation of project.
6. Assist the County in meeting all special condition requirements that may be stipulated in the contract between the County and TDA.
7. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Financial Information Report or County.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to County regarding acquisition of property:
 - Submit required reports concerning acquisition activities to TDA;
 - Establish a separate acquisition file for each parcel of real property acquired;
 - Determine necessary method(s) for acquiring real property;
 - Prepare correspondence to the property owners for the County's signature to acquire the property or to secure an easement; and
 - Assist the County in negotiation with property owner(s).
13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the County during any monitoring visit by staff representatives from either TDA or the U.S. Department of Housing and Urban Development (HUD).

B. Financial Management

1. Assist the County in proving its ability to manage the grant funds to the state's audit division.
2. Assist the County in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the County in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the County in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.
7. Assist the County in establishing procedures to handle the use of any TxCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for County-owned property and/or Right of Way (ROWs).
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist County in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist County in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
 - Assist County in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
 - Assist County in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist County in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist County in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from TDA.
6. Provide sample TxCDBG contract documents to engineer.
7. Advertise for bids.
8. Make ten-day call to TDA.
9. Verify construction contractor eligibility with TDA.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to TDA.
13. Issue Notice of Start of Construction to TDA.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process change orders approved by County and the project engineer and submit to TDA prior to execution with the construction contractor.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.
17. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the County in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
4. Assist with Section 3 requirements per 24 CFR Part 135.
5. Prepare all Section 504 requirements per 24 CFR Part 8.
6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
8. Ensure the adequate publication of required notices.

G. Relocation

1. Prepare and submit local relocation guidelines to TDA for approval.
2. Assist County in identifying individuals to be relocated and prepare appropriate notices.
3. Interview relocatees and identify assistance needs.
4. Maintain a relocation record for each individual/family.
5. Provide education/assistance to relocatees.
6. Inventory local available housing resources and maintain a referral list.
7. Issue appropriate notices to relocatees.
8. Ensure that all payments are made in a timely manner.

H. Rehabilitation of Private Property

1. Prepare and submit local rehabilitation guidelines to TDA for approval.
2. Assist County in establishing escrow account and obtaining TDA approval.
3. Develop outreach and necessary application processing/verification forms.
4. Screen applicants.
5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractor(s).
7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following TDA requirements.

I. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
2. Assist County in resolving any monitoring and audit findings.
3. Assist County in resolving any third party claims.
4. Provide auditor with TxCDBG audit guidelines.

PART III – A
MILESTONE PAYMENT SCHEDULE

Grant Funds

County shall reimburse the Contractor for management/administrative services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

1. Submittal of all Start-up and Civil Rights Documentation	25%
2. Environmental Review / Receipt of Authority to Use Grant Funds	25%
3. Submittal of all Construction Documentation	20%
4. 50% Completion of Construction	20%
5. Preparation and Submission of Close-out Documentation	10%
	100%

Compensation for the services described under **PART III – A, MILESTONE PAYMENT SCHEDULE** shall be *Twenty-six Thousand Five Hundred and No/100 Dollars (\$26,500.00)*, payable as follows:

FEE SCHEDULE

Item Number	Percentage	Amount
1	25%	\$ 6,625
2	25%	\$ 6,625
3	20%	\$ 5,300
4	20%	\$ 5,300
5	10%	\$ 2,650
TOTAL	100%	\$ 26,500

PART III – B
MONTHLY PAYMENT SCHEDULE

County Matching Funds

For and in consideration of the services to be rendered by the Contractor, the County shall pay, and the Contractor shall receive the compensation hereinafter set forth.

Should County fail to make payment to the Contractor of the sum named in any partial or final statement, when payment is past due for more than thirty days, Contractor shall notify County of a delinquent payment and provide County an opportunity to cure the late payment. It is agreed that late payments not cured within 30 days after Contractor's notification shall begin accruing interest thereon at the rate of 1.5 percent per month from the date of Contractor's delinquent payment notification to County, until fully paid. The amount so paid shall fully liquidate any injury to the Contractor arising from such delay in payment; however, the right is expressly reserved to the Contractor, in the event delinquent payments are not made as provided herein, at any time after the expiration of the thirty-day period following Contractor's delinquent payment notification to County, outlined in this section, to treat the Agreement as terminated by the County and recover compensation as provided by Section VII of the Agreement.

Compensation for the services described under **PART III – B, MONTHLY PAYMENT SCHEDULE** shall be ***Ten Thousand and No/100 Dollars (\$10,000.00)***, payable as follows:

1. A fixed fee of Nine Thousand Five Hundred and No/100 Dollars (\$9,500.00), in twenty (20) equal monthly payments of Four Hundred Seventy-five and No/100 Dollars (\$475.00) for the ongoing services. Monthly payments to the Contractor are to become due upon the 1st day of each month, beginning on the first day of the month following County's notification of grant award and are to be paid by the 10th day of the month in which due. Should the program be completed and closed out in less than twenty (20) months, any remaining monthly payments shall become immediately due and payable, and the Contractor shall be paid the balance of any remaining compensation under this part in a lump sum.
2. A fixed fee of Five Hundred and No/100 Dollars (\$500.00), payable to the Contractor upon submission of a Project Completion Report to the Office of Rural Affairs - Texas Department of Agriculture.

**PART IV
TERMS AND CONDITIONS**

1. Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the County. The County may at any time and for any reason terminate The Contractor's services and work at the County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, The Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, the Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by the Contractor as are permitted by the prime contract and approved by County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Contractor prior to the date of the termination of this Agreement. The Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

3. Changes. The County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute

or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.
 - a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
 - b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Contractor shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Contractor from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.
7. Reports and Information. The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Contractor shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the County.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
11. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of interest.
 - a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.
13. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

During the performance of this contract, the Contractor agrees as follows:

14. Equal Opportunity Clause (applicable to contracts and subcontracts over \$10,000).
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be

limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor

as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- i. Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.
- j. Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.
- k. Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.
- l. Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the

benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
 - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
 - c. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
 - d. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
 - e. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
20. § 200.322 Domestic preferences for procurements.
 - a. As appropriate and to the extent consistent with law and to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron,

aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

b. For purposes of this section:

- 1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.

A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, **Respondent** hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanction's regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such an exemption must submit an official copy of the declaration.

22. PROVISION REQUIRED IN CONTRACT. This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:

- a. This section applies only to a contract that:
 - 1) Is between a governmental entity and a company with 10 or more full-time employees; and
 - 2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
- b. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
 - 1) does not boycott Israel; and
 - 2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.

Exhibit "E"

ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

PART I
AGREEMENT

THIS AGREEMENT, entered into this 8th day of August 2024, by and between the COUNTY OF MARION, hereinafter called the "County", acting herein by the County Judge and Commissioner's Court hereunto duly authorized, and KJS2, LLC dba Stephens Engineering hereinafter called "Firm," acting herein by Kyle Stephens, P.E., Principal.

WITNESSETH THAT:

WHEREAS, the County of Marion desires to construct the following: install approximately 22,700 linear feet of 4" water main and related appurtenances under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the County desires to engage KJS2, LLC dba Stephens Engineering to render certain engineering/surveyor/architectural services in connection with the TxCDBG Project, Contract Number CDV23-0309.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
The Firm will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Firm shall commence on January 1, 2025. In any event, all of the services required and performed hereunder shall be completed no later than January 1, 2027.
3. Local Program Liaison - For purposes of this Agreement, the County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City/County's TxCDBG contract with TDA.
5. Retention of Records - The Firm shall retain all required records for three years after the City/County makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$57,400. Payment to the Firm shall be based

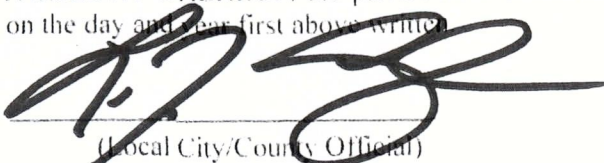
on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City/County and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
9. Miscellaneous Provisions
 - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Marion County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.
10. Extent of Agreement

This Agreement, which includes Parts I-V, represents the entire and integrated agreement between the City/County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City/County and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY:



(Local City/County Official)

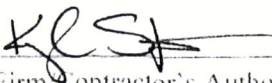
The Honorable Leward J. LaFluer

(Printed Name)

County Judge

(Title)

BY:



(Firm/Contractor's Authorized Representative)

Kyle Stephens, P.E.

(Printed Name)

Principal

(Title)

PART II SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project:

SCOPE OF SERVICES

1. Attend preliminary conferences with the City/County regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWs) for the TxCDBG project and, if applicable, furnish to the City/County:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City/County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City/County's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City/County, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within 60 days of execution of this Agreement.
6. Furnish the City/County copies of the preliminary report, if applicable (additional copies will be furnished to the City/County at direct cost of reproduction).
7. Make periodic visits, no less than every 30 days during the construction period, to the construction site to observe the progress and quality of the work, to ensure that the work conforms with the approved plans and specifications, and to determine if the work is proceeding in accordance with the Agreement.
8. Furnish the City/County a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
9. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
10. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City/County an updated written Estimate of Probable Costs for the Project.
11. Make 10-day call to confirm prevailing wage decision.
12. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
13. Conduct bid opening and prepare minutes.
14. Tabulate, analyze, and review bids for completeness and accuracy.
15. Accomplish construction contractor's eligibility verification through www.SAM.gov.
16. Conduct pre-construction conference and prepare copy of report/minutes.
17. Issue Notice to Proceed to construction contractor.

18. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
19. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
20. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
21. Consult with and advise the City/County during construction; issue to contractors all instructions requested by the City/County; and prepare routine change orders if required, at no charge for engineering services to the City/County when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City/County and the Firm and submit to TDA for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City/County, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City/County and approval by TDA, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, and furnish the City/County with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City/County. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City/County.
2. The Firm shall, prior to proceeding with the work, notify the City/County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.

3. If any time during progress of the work, the City/County determines that any subcontractor is incompetent or undesirable, the City/County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City/County.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City/County including the manner by which it will be effected and the basis for settlement..
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City/County, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City/County has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City/County in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City/County and at the Firm's expense if the deficiency is due to Firm's negligence. The City/County shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City/County under applicable state or federal law.
4. The Firm agrees to and shall hold harmless the City/County, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

**PART III
PAYMENT SCHEDULE**

City/County shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee	Fee
• Approval of Preliminary Engineering Plans and Specifications by City/County.	20%	\$11,480
• Approval of Plans and Specifications by Regulatory Agency(ies).	30%	\$17,220
• Completion of bid advertisement and contract award.	20%	\$11,480
• Completion of construction staking.	10%	\$5,740
• Completion of Final Closeout Assessment and submittal of "As Builts" to City/County.	10%	\$5,740
• Completion of final inspection and acceptance by the City/County.	<u>10%</u>	<u>\$5,740</u>
Total	100%	\$57,400

PART IV REQUIRED CONTRACT PROVISIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City. City may at any time and for any reason terminate Firm's services and work at City's convenience upon providing written notice to the Firm specifying the extent of termination and the effective date. Upon receipt of such notice, the Firm shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, and supplies in connection with the performance of this Agreement.
3. Changes. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed because of non-compliance with federal, state or program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.
5. Personnel.
 - a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
- 6. Assignability. The Firm shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- 7. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
- 8. Records and Audits. The Firm shall insure that the Corporation maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the Corporation shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
- 9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
- 10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.
- 11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- 12. Conflicts of interest.
 - a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction,

engineering or implementation of the award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

- c. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the award between TDA and the City or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the award between TDA and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Conflicts Disclosure Statement. (Sec. 176.003 in Chapter 176 of the Local Government Code)

- a. A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
- i. the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and
 - ii. the vendor:
 1. has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor;
 2. has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor; or has a family relationship with the local government officer.

(a-1). A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is: (1) a political contribution as defined by Title 15, Election Code; or (2) food accepted as a guest.

(a-2). A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.

- b. A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).

14. Debarment and Suspension (Executive Orders 12549 and 12689). The Firm certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities,

or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

CIVIL RIGHTS

15. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000). During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
16. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 17. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
 18. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
 19. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

LABOR STANDARDS

20. Davis-Bacon Act, as amended (40 U.S.C 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance

of the wage determination. The nonfederal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. 2 CFR 200 APPENDIX II(D)

21. Compliance with the Copeland "Anti-Kickback" Act

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

22. Patent Rights and Inventions. The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed during or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Energy Efficiency - The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (24 CFR 85.36 (i) (13)).

24. Procurement of Recovered Materials.

- a. In the performance of this contract, the Firm shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
 - i. Competitively within a time frame providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.

- b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/>
- c. The Firm also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

25. Domestic Preferences for Procurements (CFR 200.322).

- a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

26. Prohibition on certain telecommunications and video surveillance services for equipment.

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (2) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection

(f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

EMPLOYMENT OPPORTUNITIES

27. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- a. The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- c. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Firm will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- d. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TDA Project Implementation Manual.
- e. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

28. Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). The Firm shall comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974 that prohibits discrimination in employment against protected veterans.

29. Federal Executive Order 11246, as amended. The Firm shall comply with Federal Executive Order 11246 that prohibits Government contractors and subcontractors, and federally assisted construction contractors and subcontractors from discriminating in employment on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.

OTHER

30. Verification No Boycott Israel. As required by Chapter 2271, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
31. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
32. Ineligibility to Receive State Grants or Loans or Bid on State Contracts. In accordance with Section 231.006 of the Texas Family Code, a child support obligator who is 30 or more days delinquent in paying child support is not eligible to:
- a. Enter into a contract to provide property, materials or services under a contract with the state; or
 - b. Receive a state-funded grant or loan.

Under Section 231.006(d) of the Texas Family Code, regarding Child Support, the vendor or contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified contract and associated payments and acknowledges that the contract may be terminated, and payment withheld if this certification is inaccurate.

**PART V
PROJECT TIME SCHEDULE**

Notice to Proceed	January 1, 2025
County approval of preliminary plans/specifications	June 1, 2025
Regulatory agency approval of plans/specifications	N/A
Bid advertisement and award	August 1, 2025
Construction Notice to Proceed	October 1, 2025
Construction Completion	April 1, 2026

Exhibit 1.

MONTHLY STATUS REPORT

Grant Recipient: _____ Date Submitted: _____

Grant No.: _____ Reporting Period: _____

Project Status:

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description:

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

Status of Last Pay Request: _____

List of Subcontractors Onsite

Name

Date Cleared by Grant Administrator

_____**This report may be e-mailed or faxed to the Grant Recipient*

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of September 30, 2024, 2024 between the **MARION COUNTY, TEXAS**, a County with its main offices located at 102 W Austin, Jefferson, Marion County, Texas (OWNER) and **WOOD ENGINEERING CO., INC.** (ENGINEER). OWNER intends to acquire all professional engineering services required for the project known as "**Kellyville Community Center Building Improvements**" (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1—BASIC SERVICES OF ENGINEER

1.1. General.

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the project, providing professional engineering consultation and advice and furnishing customary civil services incidental thereto.

1.2. Study and Report Phase.

After written authorization to proceed, ENGINEER shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.4, and assist OWNER in obtaining such data and services.

1.2.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

1.2.4. Provide analysis of OWNER's needs, planning

surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.5. Provide a general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.6. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations. This Report will be accompanied by ENGINEER's opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs, allowances, etc. are hereinafter called "Total Project Costs".

1.2.7. Furnish multiple copies of the Study and Report documents (not to exceed five (5) copies) and review them in person with OWNER.

1.3. Preliminary Design Phase.

1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.

1.3.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

1.3.3. Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.

1.3.5. Furnish multiple copies of the above Preliminary Design documents and present and review them in person with OWNER, not to exceed five (5) copies.

1.3.6. Derive right-of-way (ROW) data and easement documents as needed for the OWNER to begin land acquisition.

1.4. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.4.1. On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications.

1.4.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements

of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders.

1.4.5. Furnish multiple copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER, not to exceed five (5) copies.

1.5. Bidding or Negotiating Phase.

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.5.2. Assist OWNER in issuing addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.3. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.6. Construction Phase.

During the Construction Phase:

1.6.1. *Visits to Site and Observation of Construction.* In

connection with observations of the work of Contractor(s) while it is in progress:

1.6.1.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.

1.6.1.2. The purpose of ENGINEER's visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction elected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

1.6.2. *Interpretations and Clarifications.* ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents as requested by the OWNER.

1.6.3. *Shop Drawings.* ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract

Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.6.4. *Substitutes.* ENGINEER shall evaluate the acceptability of substitute materials and equipment proposed by Contractor(s) and make recommendations to OWNER, subject to the provisions of paragraph 2.2.2.

1.6.5. *Disputes between OWNER and Contractor.* ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed thereunder. ENGINEER shall also make recommendations to OWNER on all claims of Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. OWNER has the final decision with regard to such disputes.

1.6.6. *Limitation of Responsibilities.* ENGINEER shall not be responsible to OWNER for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) whether at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1. through 1.6.6 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

1.7. Operational Phase.

During the Operational Phase, ENGINEER shall, when requested by OWNER:

1.7.1. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER.

1.7.2. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

SECTION 2—ADDITIONAL SERVICES OF ENGINEER

2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1. through 2.1.14. inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in this Agreement; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other cause beyond ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the

Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical, and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8. If ENGINEER's compensation is on the basis of a lump sum, percentage of Construction Cost, or cost-plus a fixed fee method of payment, services resulting from the award of more separate prime contracts for construction, materials or equipment for the Project than are contemplated by paragraph 5.1.1. If ENGINEER's compensation is on the basis of a percentage of Construction Cost and ENGINEER has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.

2.1.9. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.

2.1.10. Assistance in connection with bid protest, rebidding, or renegotiating contracts for construction, materials, equipment or services when ENGINEER did not create or contribute to the event or situation requiring said assistance, rebidding, renegotiating, materials, equipment, or services.

2.1.11. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.12. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 1.7.

2.1.13. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project unless ENGINEER created or contributed to the cause of the litigation.

2.1.14. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Section 3, and services not otherwise provided for in this Agreement.

2.2. Required Additional Services.

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and with specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive. These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly before starting any of the following additional services which will be paid for by OWNER as indicated in Section 5.

2.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any Contractor.

2.2.5. Services (other than Basic Services during the Operations Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

SECTION 3—OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

3.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in this Agreement) the following:

3.4.1. data prepared by or resulting from the services of others, including without limitation borings, probing's and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

3.4.4. property, boundary, easement, right-of-way, topographic and utility surveys, to the extent required by ENGINEER, and only if not required to be performed by ENGINEER as set out in ENGINEER's Proposal;

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restrictions;

all of which ENGINEER may use and rely upon in performing services under this Agreement.

3.5. Provide engineering surveys to establish reference points for construction (unless required to be performed by ENGINEER as Basic Services under ENGINEER's Proposal) to enable Contractor(s) to proceed with the layout of the work.

3.6. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, unless required to be performed by ENGINEER as Basic Services under this Agreement.

3.9. Provide such accounting, independent cost estimating and insurance counseling services as may, in the judgement of the OWNER, be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

3.10 If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a

part of this Agreement before such services begin.

3.11. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12. Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.13. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

3.14. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

3.15. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

3.16. ENGINEER shall not be obligated to bear any of the costs of compliance with this Section 3.

SECTION 4—PERIODS OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Operational Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto. If in Section 8 of this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such dates are exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation provided herein may be subject to equitable adjustment.

4.2. The services called for in the Study and Report Phase will be completed and the Report submitted within any stipulated period indicated in Section 8 hereof after written authorization to proceed with that phase of services which will be given by OWNER within seven (7) days after ENGINEER has signed this Agreement.

4.3. After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within any stipulated period.

4.4. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project within any stipulated period indicated in Section 8 hereof.

4.5. ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete when the submissions for that phase have been accepted by OWNER.

4.6. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s).

4.7. The Construction Phase commences with the execution of the first prime contract for the work of the Project or any part thereof, and said Phase terminates upon City Council approval of the final payment after written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times if the project involves more than one prime contract.

4.8. The Operational Phase may commence during the Construction Phase and will terminate one year after the date of City Council approval of the final payment for the last prime contract for construction, materials and equipment on which substantial completion is achieved.

4.9. If OWNER requests significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER'S services may be adjusted equitably to reflect the additional time and expenses, if any, incurred by ENGINEER to respond to the OWNER's request.

4.10. If ENGINEER's services for the Design or Construction phases of the Project are delayed or suspended for more than one year for reasons beyond ENGINEER's control, the various rates of compensation provided for elsewhere in this Agreement may be subject to equitable adjustment upon submission of documentation by ENGINEER to OWNER establishing the basis for such adjustment.

4.11. In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts.

SECTION 5—PAYMENTS TO ENGINEER

5.1. Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. For design, construction plan preparation, construction document preparation (including bid proposal, specifications, construction contract), and all other services to be rendered by ENGINEER hereunder, as the same are set out in the attached Exhibit "A", and as further set out in these contractual documents, save and except for specified special and additional services, OWNER shall pay to ENGINEER a lump sum design fee of **\$32,000.00** and other services fee not-to-exceed **\$23,000.00** for a total not-to-exceed contract price of **\$55,000.00** for additional services authorized by OWNER in accordance with Section 2 of this Agreement, OWNER

shall pay in accordance with the schedule of charges set forth in "Attachment 2".

5.2. Times of Payment.

ENGINEER shall submit monthly statements for the services rendered and for the expenses and hourly costs incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of the billing. All monthly statements shall be in a form as specified by and acceptable to OWNER. OWNER shall make payment upon said statements within thirty (30) days following receipt thereof.

SECTION 6—CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 3, as applicable. [Construction Cost is one of the items comprising Total Project Costs which is defined in paragraph 1.2.6.]

6.2. Opinions of Cost.

It is understood by the Parties that ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Therefore, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable

cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

SECTION 7—GENERAL CONSIDERATIONS

7.1. Termination.

7.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.1.2. ENGINEER acknowledges that Section 9 of County Ordinance No. 2521, adopted December 14, 1995, prohibits ENGINEER, ENGINEER's officers, employees, agents, and representatives from carrying firearms, including concealed handguns, while in the performance of the Agreement and on City premises (including City rights-of-way, utility easements, or drainage easements) or when meeting with City officers or employees regarding this Agreement. ENGINEER agrees that failure by ENGINEER to comply with this requirement shall constitute a substantial breach of this Agreement, entitling City to all remedies under the law or this Agreement for such breach, including the City's right to terminate this Agreement for substantial nonperformance.

7.2. Reuse of Documents.

ENGINEER acknowledges that OWNER is a governmental entity and that all Drawings, Specifications, and other documents prepared or furnished by ENGINEER (and ENGINEER's professional associates and consultants) under this Agreement are instruments of service in respect of the Project and property of the OWNER and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (Texas Government Code Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

7.3. Insurance.

7.3.1. ENGINEER shall procure and maintain insurance, in amounts acceptable to OWNER, for protection from claims under workers' compensation acts, claims for

damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and from damages or claims as a result of acts of errors or omissions of the ENGINEER made during the performance of this contract. All liability insurance required under this paragraph 7.3.1. shall include OWNER, OWNER's agents and employees as additional named insured and be with a company or companies satisfactory to OWNER. All workers' compensation coverage shall include in its provisions a waiver of any rights of subrogation against the OWNER.

7.3.2. Before commencement of any work, the ENGINEER shall submit written evidence that he and all his subcontractors (if the ENGINEER employs subcontractors in the performance of this Agreement) have obtained the minimum insurance required by this Agreement. Such written evidence shall be in the form of a Certificate of Insurance executed by the ENGINEER's insurance carrier showing such policies in force for the specified period or by furnishing a copy of the actual policy or policies. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) days' notice in writing to be delivered by registered mail to the OWNER.

7.3.3. The ENGINEER shall not commence work under this Agreement until he has obtained at his expense all insurance required under this section and such insurance has been approved by the OWNER, nor shall the ENGINEER allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Such insurance shall remain in full force and effect on all phases of the work, whether or not the work is occupied or utilized by the OWNER, until all work under the Agreement is completed and has been accepted by the OWNER.

7.3.4. Nothing contained in the insurance requirements shall be construed as limiting the extent of the ENGINEER's responsibility for payment of damages resulting from his operations.

7.4. Controlling Law.

This Agreement is to be governed by the law of the state of Texas. Venue shall lie exclusively in Marion County, Texas for all state actions and in the Marshall Division of the Eastern District of Texas for all federal actions.

7.5. Successors and Assigns.

7.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.5.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.5.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder, provided such independent associates or consultants are approved in writing in advance by OWNER and are paid by ENGINEER.

7.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

SECTION 8—SPECIAL PROVISIONS, SCHEDULES, AND EXHIBITS

8.1. Special Provisions

Any other provisions of this Agreement or other documents included by reference herein to the contrary notwithstanding, the following provisions shall apply to this Agreement and the respective duties and responsibilities of OWNER and ENGINEER affected thereby:

8.1.1. As to the contractual relationship between ENGINEER and OWNER, ENGINEER is and shall be considered in all things an independent contractor.

8.1.2. This contract shall not be subject to binding arbitration.

8.1.3. OWNER reserves the right, with ENGINEER's agreement, to consolidate any and all phases of performance set out in the standard form contractual documents. The consolidation of said services shall not in any way affect the ENGINEER's responsibilities to perform the services set out therein.

8.1.4. This Agreement may be terminated by the OWNER hereto, with or without cause, upon ten (10) days' written notice thereof. If this Agreement is terminated by the OWNER without cause, the ENGINEER shall be paid for services performed to termination date, including all reimbursable expenses then incurred.

8.2. Schedules.

Where appropriate, the following time limitations for the following phase(s) of services shall apply:

8.2.1. The Study and Report Phase Services/Preliminary Design Phase Services shall be completed and all reports, opinions of costs, documentation, contract documents, and other tangible materials required under this Agreement shall be completed and submitted by ENGINEER within ninety (90) days following written authorization from OWNER to ENGINEER to proceed with said phase(s) of services.

8.2.2. The Final Design Phase Services/Bidding or Negotiating Phase Services shall be completed and all reports, opinions of costs, documentation, contract documents, and other tangible materials required under this Agreement shall be completed and submitted by ENGINEER before **November 5, 2024 (60) days** following written authorization from OWNER to ENGINEER to proceed with said phase(s) of services.

8.2.3. The Construction Phase Services shall begin by or before fifteen (15) days following written authorization from OWNER to ENGINEER to proceed, and shall be completed as reasonably soon thereafter as possible.

8.2.4. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT.

8.3. Exhibits.

The following exhibits are attached to and made a part of this Agreement:

8.3.1. *Exhibit A, ENGINEER's Scope of Service; Exhibit B Hourly Rate Schedule.* Provided, however, that where the terms and provisions of the above-referenced exhibit(s) shall conflict with the terms and provisions of this standard contract, this standard contract shall control

8.4. Professional Liability Insurance

ENGINEER shall maintain, at no expense to OWNER, a professional liability (errors and omissions) insurance policy placed with a company rated at least A by Best's Key Rating Guide, authorized to do business in Texas, in an amount not less than one million dollars (\$1 million) for each occurrence, one million dollars (\$1 million) in the aggregate. Such policy shall require the giving of written notice to OWNER at least thirty (30) days prior to cancellation, nonrenewal or material modification of any policies, evidenced by return receipt or United States certified mail. ENGINEER shall furnish OWNER with copies of said policies or certificates evidencing such coverage.

8.5. Entire Agreement.

This Agreement, together with the exhibits and schedules identified above, constitute the entire Agreement between OWNER and ENGINEER and supersede all prior or oral understandings. This Agreement and said exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.6. Severability.

The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

8.7. Waiver.

The waiver of any breach of a term or condition of this Agreement does not waive any other breach of that term or condition or any breach of any other term or condition of this Agreement.

(The remainder of this page was left blank intentionally.)

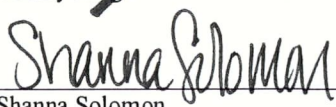
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

MARION COUNTY, TEXAS

By: 

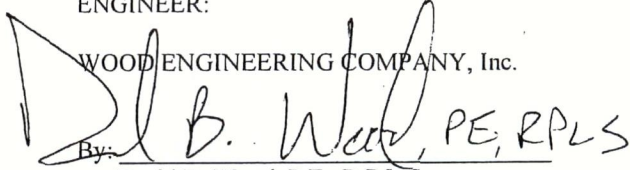
Leward J. LaFleur
County Judge

By: 

Shanna Solomon
County Auditor

ENGINEER:

WOOD ENGINEERING COMPANY, Inc.

By: 

David B. Wood, P.E., R.P.L.S.
Principal 9-5-2024

Address for giving notices:

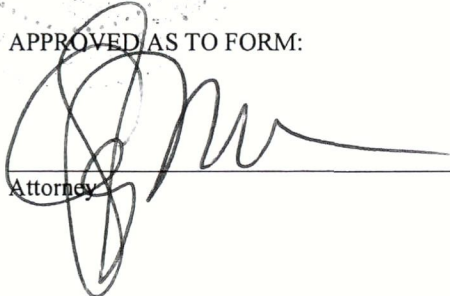
102 W Austin

Jefferson, Texas 75657

ATTEST:


Secretary

APPROVED AS TO FORM:

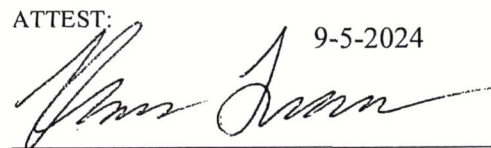

Attorney

Address for giving notices:

1616 Judson Road, Suite 6-L

Longview, Texas 75601

ATTEST:


Corporate Secretary

9-5-2024



(Original 1 of 2 Originals)

WOOD ENGINEERING COMPANY**CIVIL - STRUCTURAL - SURVEYING****Firm Reg. No. F-8594 & 101362-00****1616 Judson Rd. Suite 6-L****Longview, TX 75601****(903) 234-1118 dbwood7@netscape.net****Exhibit A****Proposal for Engineering/Architectural Services for Kellyville Community
Center Building Improvements****Marion County**

102 W Austin Street

Room 205

Jefferson, Texas 75657

September 5, 2024

ATTN: Honorable LeWard J. LaFleur

County Judge

Marion County, TX

RE: Engineering/Architecture Proposal Kellyville Community Center – Building Improvements

Judge LaFleur,

Thank you for the opportunity to submit a proposal for engineering and architectural services for the above referenced project. The anticipated scope of services is as follows:

1. Compile construction plans and specifications
2. Negotiate acceptable bid from reputable contractor
3. Construction oversight and administration

Project Scope:

The project scope shall consist of the following:

Furnish and install Building Improvements as follows:

- a. Remodel/upgrade kitchen area and appurtenances
- b. Remodel/upgrade men's and women's bathrooms
- c. Remodel/upgrade receiving area
- d. Remodel/upgrade dining area
- e. Remodel/upgrade lighting
- f. Upgrade interior ceiling and wall finishes (partially)
- g. Upgrade HVAC (partially)

Engineering/Architecture Proposal – Kellyville Community Center – Building Improvements
 September 5, 2024
 Page 2

The Architect and I have visited and reviewed the site and have considerable site survey time and preliminary design done to arrive at the estimated construction cost below, however keep in mind as Sealed Bid Proposals are received and publicly opened for review, Bid Proposals can and do sometimes vary greatly.

The estimated construction cost is approximately \$ 245,000.00. Of this figure, Wood Engineering Company proposes 13.1% of anticipated construction cost for engineering and construction management services (\$32,000.00) in general compliance with the T.S.P.E. General Engineering Services Guidelines (G.E.S.G., 1972 publication) median compensation curve "A". A schedule of the anticipated scope of services is as follows:

STUDY & REPORT

1. Coordinate with County Officials to examine project site available project information....\$0.00
2. Prepare preliminary architectural/engineering study with proposed remediation
and preliminary construction cost estimate.....\$5,000.00
3. Review preliminary engineering study with County Officials.....\$1,000.00
- STUDY AND REPORT TOTAL.....\$6,000.00

PRELIMINARY DESIGN

4. Prepare preliminary Construction Plans, Specifications, and Contract Documents
for review.....\$9,000.00

FINAL DESIGN

5. Coordinate with Marion County review comments, prepare final Construction Plans,
Specifications, and Contract Documents.....\$9,000.00

PROJECT BIDDING

6. Advertise and receive bids for construction contract, tabulate, and coordinate with Marion
County to negotiate an acceptable construction contract.....\$2,000.00

CONSTRUCTION SERVICES

7. Availability for coordination of field changes, written construction progress reports, and
periodic job site observations.....\$3,000.00
8. Prepare construction pay estimates.....\$3,000.00

ENGINEERING - ARCHITECTURE TOTAL.....\$32,000.00

Engineering/Architecture Proposal – Kellyville Community Center – Roof Improvements
 September 5, 2024
 Page 3

OTHER SERVICES (not-to-exceed price)

9. On-site survey of existing
- a. Building Floor Plan
 - b. Roof Plan
 - c. HVAC and ductwork
 - d. Electrical
 - e. Lighting
 - f. Interior Finishes

.....\$12,500.00

10. HVAC design.....\$10,000.00

11. Printing for Plan Set and Contract Documents.....\$500.00

OTHER SERVICES TOTAL.....\$23,000.00

TOTAL PROJECT.....\$300,000.00

Thank you for the opportunity to submit a proposal for the above referenced project.

Please call with any questions and/or comments.

David B. Wood, PE, RPLS

9-5-2024

David B. Wood, P.E., R.P.L.S.
 Wood Engineering Company, Inc.
 Longview, TX

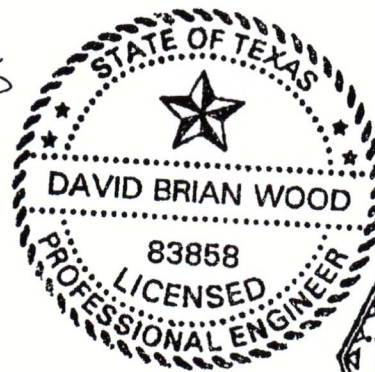


Exhibit B**Hourly Rate Schedule**Hourly Rate Schedule

1. Principal Engineer.....	\$195/hr.
2. Principal Architect.....	\$195/hr.
3. Principal Surveyor.....	\$175/hr.
4. Engineering/Architectural Technician.....	\$125/hr.
5. Surveying Technician.....	\$115/hr.
6. Survey Field Crew.....	\$150/hr.
7. Administrative Assistant.....	\$95/hr.

ADVERTISEMENT FOR BIDS

Sealed bid proposals addressed to Honorable Judge Leward LeFleur, County Judge, Marion County, Texas, 102 West Austin Street, Room 205, Jefferson, Texas 75657, will be received until **2:00 p.m. Friday October 18, 2024** for furnishing all labor, materials, equipment, supplies, and supervision necessary for construction of **Kellyville Community Center Roof Improvements (130 Kelly Park Rd., Jefferson, Texas)** in accordance with the Plans and specifications on file at Wood Engineering Company, Inc. At the time stated, bids will be opened and publicly announced in said room 205 and retained for formal Bid Tabulation.

Plans and specifications may be examined without charge or obtained for a purchase price of **\$85.00** per set at the office of Wood Engineering Company, Inc., 1616 Judson Road Suite 6-L, Longview, Texas, 75601.

EEO/M/F/V/H/D

Honorable Leward J. LeFleur

County Judge

MARION COUNTY, TEXAS

**CONTRACT DOCUMENTS
AND
TECHNICAL SPECIFICATIONS
FOR:**

**KELLYVILLE COMMUNITY CENTER
ROOF IMPROVEMENTS**

**130 KELLY PARK ROAD
JEFFERSON, TEXAS, 75657**

Prepared by:
Wood Engineering Company
Firm Reg. No. F-8594 & 101362-00
1616 Judson Road Suite 6L

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ATTACHMENTS:

BID BOND	TBA
STATEMENT OF MATERIALS	SM-1
CERTIFICATE OF LIABILITY INSURANCE	TBA

ADVERTISEMENT FOR BIDS

Sealed proposals addressed to Honorable Judge Leward LeFleur, County Judge, Marion County, Texas, 102 West Austin Street, Room 205, Jefferson, Texas 75657, will be received until 2:00pm _____ for furnishing all labor, materials, equipment, supplies, and supervision necessary for construction of **Kellyville Community Center Roof Improvements (130 Kelly Park Rd., Jefferson, Texas)** in accordance with the Plans and specifications on file at Wood Engineering Company, Inc. At the time stated, bids will be opened and publicly announced in said room 205 and retained for formal Bid Tabulation.

Plans and specifications may be examined without charge or obtained for a purchase price of \$85.00 per set at the office of Wood Engineering Company, Inc., 1616 Judson Road Suite 6-L, Longview, Texas, 75601.

EEO/M/F/V/H/D

Honorable Leward J. LeFleur

County Judge

MARION COUNTY, TEXAS

Notice to Bidders

OF THE INTENTION OF MARION COUNTY, TEXAS TO LET BIDS FOR THE CONSTRUCTION OF Kellyville Community Center Roof Improvements

SEALED PROPOSALS addressed to Honorable Judge Leward LeFleur, County Judge, Marion County, Texas, 102 West Austin Street, Room 205, Jefferson, Texas 75657, will be received until **2:00 pm** _____ for furnishing all labor, materials, equipment, supplies, and supervision necessary for the construction of **Kellyville Community Center Roof Improvements**, in accordance with the plans and specifications on file at **Wood Engineering Company, Inc.**. At the time stated, bids will be opened and publicly announced in said room 205 and retained for formal Bid Tabulation.

PLANS AND SPECIFICATIONS may be examined without charge or obtained for a purchase price of **\$85.00** per set at the office of the **Wood Engineering Company, Inc., 1616 Judson Road, Suite 6-L, Longview, Texas, 75601**. Refunds will be made for undamaged sets returned by actual project bidders at the bid opening, after which time no refunds will be made.

ALL BID PROPOSALS submitted should be marked clearly on the outside of the sealed envelope with the project name and bid opening time and date.

A CERTIFIED OR CASHIER'S CHECK, or an acceptable bid bond in an amount not less than five percent (5%) of the base bid shall accompany each bid as a guaranty that, if awarded the contract, the bidder will promptly enter into contract with Marion County, Texas and furnish bonds on the forms provided.

THE SUCCESSFUL BIDDER OR BIDDERS will be required to furnish a Performance Bond, Payment Bond, and Maintenance Bond, in the amount of the contract, written by a responsible surety company authorized to do business in the State of Texas, and satisfactory to the Owner as required by Article 5160 V.A.T.C.S.

BIDDERS ARE EXPECTED TO INSPECT the site of the work and to inform themselves of all local conditions. Time of completion shall be **30** calendar days, including Saturdays, Sundays, and legal holidays.

NO BID may be withdrawn after the scheduled closing time for receipt of bids for at least 90 calendar days.

IN CASE of ambiguity or lack of clearness stating the price in the bids, the Owner reserves the right to consider the most advantageous construction thereof or to reject the bid. The Owner reserves the right to reject any or all bids and waive any or all informalities and to award the contract to the bidder or bidders who, in the opinion of the Owner, offers the proposal to the best interest of same.

EEO/M/F/V/H/D

Honorable Leward J. LeFleur
County Judge
Marion County, TEXAS

INFORMATION FOR BIDDERS

1. Receipt and Opening of Proposals. Marion County, TX (Owner) invites Proposals to be submitted on the forms provided. Proposals will be received by the Owner at 102 West Austin Street, Room 205, Jefferson, TX 75657, until the time and date specified in the Notice to Bidders, and then at the stated time and place, bids will be publicly opened and read aloud. Only the total amount of the bid will be read aloud, however, the Proposals will be opened for public inspection immediately following the opening.

The Owner reserves the right to waive any informality and to reject any or all bids. Any Proposal received after the specified time will be returned to the Bidder unopened. No Proposal may be withdrawn within 90 days from the opening date. Conditional bids will not be considered.

2. Preparation of Proposals. Each Proposal must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the Proposal is submitted. If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified.
3. Withdrawal or Modification of Bid. Prior to the bid opening, no Proposal may be withdrawn after 48 hours before the time of the bid opening. Any modification of any bid may be made under the same conditions as set forth for submitting a Proposal.
4. Qualifications of Bidders. The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
5. Bid Security. Each Proposal must be accompanied by cash, certified check of the Bidder, or a bid bond duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the base bid. Such cash, checks or bid bonds will be returned to all except the three lowest Bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted Bidder have executed the contract, or if no award has been made within 90 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his Proposal.
6. Liquidated Damages for Failure to Enter into Contract. The successful Bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 15 days after he has received notice of the acceptance of his Proposal, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his Proposal.
7. Time of Completion and Liquidated Damages. Bidder must agree to commence work within 10 days after the date to be specified in a written "Notice to Proceed" by the Owner and to fully complete the project within the time stated in the Proposal. The bidder must agree to pay, as liquidated damages, the sum of \$450.00 for each consecutive calendar day thereafter as hereinafter provided for in the General Conditions.

8. Conditions of Work. Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provision of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.
9. Addenda and Interpretation. No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Wood Engineering Company, Inc. 1616 Judson Road, Suite 6-L, Longview, TX, 75601, and to be given consideration must be received at least five days prior to the date fixed for the opening of Proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by regular mail to all prospective bidders not later than two days prior to the date fixed for the opening of Proposals. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. Each Bidder shall check with Wood Engineering Company, Inc. at an appropriate time to determine that he or she has received all Addenda; failure to do so shall be the complete responsibility of the Bidder. All addenda so issued shall become part of the contract documents.
10. Security for Faithful Performance. Simultaneously with his delivery of the executed Contract, the Contractor shall furnish bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under Contract and furnishing materials in connection with Contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. In the case that the total bid is \$25,000 or less, the Contractor may elect not to furnish a Performance and Payment Bond; provided that it is understood and agreed that no progress or monthly payment will be made and that final payment will be made following completion and acceptance by the County of the entire project.
11. Power of Attorney. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
12. Laws and Regulations. The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout and they will be deemed to be included in the Contract the same as though herein written out in full.
13. Obligation of Bidder. At the time of the opening of Proposals each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents, including all addenda. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect of his bid.
14. Certification of Completion. A Certificate of Completion, which is included in these contract documents, will be required in the final completion and acceptance of the project as provided in the General Conditions of Agreement Item 5.06.

Liquidated Damages Calculation

PROJECT Marion County - Kellyville Community Center Roof Improvements - 130 Kelly Park Road, Jefferson, Marion County, Texas
 C.I.P. PROJECT NO. - WEC 24-06017 PROJECT MANAGER
 CONTRACT NO. PROJECT SPONSOR
 PREPARED BY Wood Engineering Company, Inc. DATE

ON-SITE PROJECT INSPECTION (CITY FORCES)

Engineer/Architect	8	hr/wk @	\$43.65 /hr =	\$349.20 /wk (+7) =	\$49.89 /day
Supervising Inspector	40	hr/wk @	\$22.24 /hr =	\$889.60 /wk (+7) =	\$127.09 /day
Inspector	0	hr/wk @	\$0.00 /hr =	\$0.00 /wk (+7) =	\$0.00 /day
				Sub-Total =	\$176.97 /day
Overhead: .00 % of Sub-Total				=	\$176.97 /day

Overtime (over 40 Hours):

Supervising Inspector	0	hr/wk @	\$0.00 /hr =	\$0.00 /wk (+7) =	\$0.00 /day
Inspector	0	hr/wk @	\$0.00 /hr =	\$0.00 /wk (+7) =	\$0.00 /day
				Sub-Total =	\$0.00 /day
Overhead: .00 % of Sub-Total				=	\$0.00 /day

Consulting Services:

Engineer/Architect (Private Sector)	8	hr/wk @	\$125.00 /hr =	\$1,000.00 /wk (+7) =	\$142.86 /day
Technician (Private Sector)	8	hr/wk @	\$90.00 /hr =	\$720.00 /wk (+7) =	\$102.86 /day

Project Managment

Project Manager (Private Sector)	2	hr/wk @	\$43.65 /hr =	\$87.30 /wk (+7) =	\$12.47 /day
Technician (Private Sector)	2	hr/wk @	\$24.33 /hr =	\$48.66 /wk (+7) =	\$6.95 /day
				Sub-Total =	\$19.42 /day
Overhead: .00 % of Sub-Total				=	\$19.42 /day

INTEREST ON MONEY PAID TO THE CONTRACTOR, BUT NOT USABLE

Assuming 80% paid @ completion date:

Construction Cost		\$132,966.00
Total Paid (80%)		\$106,372.80
Daily Interest @ 0.0110 % of Total Paid: (or 4 annual interest rate):	=	\$11.70 /day
Loss of Revenue for Revenue Producing Projects	=	\$0.00 /day
Loss of Capital Recovery Fees	=	\$0.00 /day
Actual Expenses Incurred	=	\$0.00 /day
Equipment Rental	=	\$0.00 /day
Space Rental	=	\$0.00 /day

Total per Calendar Day \$453.81

USE \$450.00

Marion County, Texas

Certificate of Final Completion
Kellyville Community Center Roof Improvements

CONTRACT DATED: _____

STATE OF TEXAS
COUNTY OF GREGG

Before me, the undersigned authority, a Notary Public in and for Marion County, Texas, on this day personally appeared _____ who, being by me duly sworn on his oath, says that he is/represents _____, the contractor who has performed a contract with the Marion County for the construction of the work described above, and is duly authorized to make this affidavit; that he has personally examined the work described above as required by the specifications of the Marion County attached to the contract; that said work and all items thereof have been completed and all known defects made good; that thereof have been completed and all known defects made good; that all surplus material, refuse, dirt and rubbish have been cleaned up, removed and disposed of; that all parts of the work are in a neat, tidy, finished condition and ready in all respects for acceptance by the County; that all the required work has been performed in accordance with the specifications, that rates of pay for all labor employed on said work have not been below the minimum set out in Labor Classification and Minimum Wage Scale in said Specifications and that within the knowledge of affiant all just bills for labor and material and for the rental or use of any equipment or apparatus used in, on, or in connection with the work have been paid in full by the Contractor.

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public, Marion County, Texas

This is to certify that I have thoroughly inspected the work performed by the above named contractor on the above described contract and find all things in accordance with the plans and specifications governing this work.

Inspector

Project Consulting Engineer

"General Decision Number: TX20240004 01/05/2024

Superseded General Decision Number: TX20230004

State: Texas

Construction Types: Heavy and Highway

Counties: Bowie, Gregg, Rusk, Smith and Upshur Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024

SUTX2011-004 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 13.16	**
ELECTRICIAN.....	\$ 19.87	
FORM BUILDER/FORM SETTER Paving & Curb.....	\$ 13.93	**
Structures.....	\$ 13.38	**
LABORER Asphalt Raker.....	\$ 12.02	**
Flagger.....	\$ 8.50	**
Laborer, Common.....	\$ 10.08	**
Laborer, Utility.....	\$ 12.70	**
Pipelayer.....	\$ 14.64	**
Work Zone Barricade Servicer.....	\$ 11.46	**
POWER EQUIPMENT OPERATOR: Asphalt Distributor.....	\$ 13.88	**
Asphalt Paving Machine.....	\$ 12.35	**
Broom or Sweeper.....	\$ 10.08	**
Crane, Lattice Boom 80 tons or less.....	\$ 13.85	**
Crawler Tractor.....	\$ 13.62	**
Excavator 50,000 pounds or less.....	\$ 13.67	**
Excavator Operator over 50,000 pounds.....	\$ 13.52	**
Foundation Drill, Truck		

Mounted.....\$ 22.05
 Front End Loader , over 3
 cy.....\$ 12.33 **
 Front End Loader, 3 cy or
 less.....\$ 13.40 **
 Loader/Backhoe.....\$ 12.97 **
 Mechanic.....\$ 17.47
 Milling Machine.....\$ 12.22 **
 Motor Grader, Fine Grade....\$ 16.88 **
 Motor Grader, Rough.....\$ 15.83 **
 Pavement Marking Machine....\$ 13.10 **
 Roller, Asphalt.....\$ 11.96 **
 Roller, Other.....\$ 10.44 **
 Scraper.....\$ 10.85 **
 Spreader Box.....\$ 13.12 **

 Servicer.....\$ 14.11 **

 Steel Worker (Reinforcing).....\$ 17.53

TRUCK DRIVER

Lowboy-Float.....\$ 13.41 **
 Off-Road Hauler.....\$ 10.08 **
 Single Axle.....\$ 10.75 **
 Single or Tandem Axle Dump..\$ 11.95 **
 Tandem Axle Tractor w/Semi
 Trailer.....\$ 12.50 **

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

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

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

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

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

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

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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

=====

END OF GENERAL DECISION"

Marion County Courthouse
102 West Austin Street
Jefferson, TX 75657

Kellyville Community Center Roof Improvements

BID DATE: 2:00pm

Proposal of _____, (hereinafter called "Bidder"), a corporation, organized and existing under the laws of the State of _____ a partnership, or an individual doing business as _____ (strike out inapplicable terms).

TO THE MARION COUNTY, TEXAS (OWNER):

The undersigned bidder, in response to the Notice to Bidders for the construction of the above project and in conformance with the Information for Bidders; having examined the plans, specifications, related documents and the site of the proposed work; being familiar with all of the conditions relating to the construction of the proposed project, including the availability of materials and labor; hereby proposes to furnish all labor, materials, supplies, equipment, and superintendence necessary for the construction of the project in accordance with the plans, specifications, and contract documents at the unit prices proposed herein.

The undersigned Bidder proposes, acknowledges, and agrees to construct the entire project as shown on the plans, fully in accordance with the requirements of the plans, specifications, and contract documents for the prices included in this Proposal and fully understands and agrees that the various items of material, labor, and construction not specifically enumerated and provided for herein are considered subsidiary to the several items for which this direct payment is specifically provided. Furthermore, the undersigned agrees that one such subsidiary item is the protection, maintenance, repair, or replacement of all underground lines and services, whether shown on the plans or not, all to the full satisfaction of the Engineer and in a timely manner.

BID PROPOSAL
FOR
KELLYVILLE COMMUNITY CENTER ROOF IMPROVEMENTS

130 KELLY PARK ROAD, JEFFERSON, MARION COUNTY, TEXAS

PREPARED BY:
WOOD ENGINEERING
1616 JUSDON ROAD, SUITE 6-L
LONGVIEW, TEXAS 75601
TEL: 903-234-1118
dbwood7@netscape.net

ROOF IMPROVEMENT					
ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	3	EA	Remove and dispose of skylights and rplace with 24 gauge R panel per plans and specifications at a unit price of:		
			dollars		
			cents	\$	\$
2	2	EA	Remove and dispose of fiberglass panels and replace with 24 gauge R panel		
			dollars		
			cents	\$	\$
3	10660	SQ FT	F&I 1.5" ISO as metal flute filler per plans and specifications at a unit price of:		
			dollars		
			cents	\$	\$
4	10660	SQ FT	F&I 1" ISO to recover smooth surface per plans and specifications at a unit price of:		
			dollars		
			cents	\$	\$
5	10660	SQFT	F&I 60 Mil GAF TPO Everguard per manufaturers specifications per plans and specifications at a unit price of:		
			dollars		
			cents	\$	\$

6	690	LF	Install wood nailer around outside perimeter per plans and specifications at a unit price of:		
			dollars		
			cents	\$	\$
7	690	LF	Finish perimeter with white TPO coated metal for fully welded perimeter per plans and specifications at a unit price of:		
			dollars		
			cents	\$	\$
8	240	LF	F&I 2x6 wood nailer around base of upper wall to receive TPO per plans and specifications at a unit price of:		
			dollars		
			cents	\$	\$
9	250	LF	0 per plans and specifications at a unit price of:		
			dollars		
			cents	\$	\$
10	120	LF	Remove and dispose of existing downspouts and replace with new downspouts per plans and specifications at a unit price of:		
			dollars		
			cents	\$	\$
SUB TOTAL ROOF IMPROVEMENT				\$	

MISCELLANEOUS					
ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	LS	Miscellaneous Construction Allowance per plans and specifications at a unit price of:		
			dollars		
			cents	\$ 15,000.00	\$ 15,000.00
2	1	LS	F&I Traffic safety per plans and specifications at a unit price of:		
			dollars		
			cents	\$	\$
3	1	LS	Manufacturer 20 year NDL Warranty per plans and specifications at a unit price of:		
			dollars		
			cents	\$	\$
4	1	LS	Bonding and mobilization at 5% Bid Proposal per plans and specifications at a unit price of:		
			dollars		
			cents	\$	\$
SUB TOTAL MISCELLANEOUS				\$	

SUB TOTAL- Roof Improvements

\$ _____

SUB TOTAL- Miscellaneous

\$ _____

Project Grand Total Bid Tabulation

\$ _____

BID PROPOSAL: Kellyville Community Center Roof Improvements

The undersigned Bidder hereby agrees to begin work under the contract on or before the date to be specified in the written Notice to Proceed and to fully complete the project within 30 consecutive calendar days. The undersigned Bidder further agrees to pay, as liquidated damages, the sum of \$450.00 for each consecutive calendar day thereafter as provided in Item 7 of the Information for Bidders.

The undersigned Bidder has contacted, within 72 hours prior to this bid opening, the office of the Engineer, **Wood Engineering** and has determined that all Addenda are as follows:

Addendum No. 1, dated _____; _____

Addendum No. 2, dated _____; _____

The undersigned Bidder acknowledges and agrees that this Proposal shall be good and may not be withdrawn for a period of 90 calendar days from the date of this bid opening.

The undersigned Bidder is obligated to and shall show accurate unit prices as well as total amounts, and agrees that in the case of ambiguity between unit prices and total amounts or in the case of any other ambiguity the Owner may interpret an ambiguity in a manner most advantageous to the Owner or reject the bid.

The undersigned Bidder further acknowledges and agrees that a bid that has been opened may not be changed for the purpose of correcting an error in the final bid price.

The undersigned Bidder agrees to execute the Contract Agreement and furnish the required Performance Bond, Payment Bond, and Maintenance Bond within 15 calendar days from the date of acceptance of the Proposal.

The undersigned Bidder has attached and made a part of this Proposal a bid security in conformance with Item 5 of the Information for Bidders.

Submitted by:

(Signature)

(Firm)

(Name - Typed or Printed)

(Address)

(Title)

(City, County, State, Zip Code)

(Attest - Date)

(Area Code-Telephone Number)

(Corporation Seal)

(Fax Number)

VENDOR COMPLIANCE TO STATE LAW

The 1985 Session of the Texas Legislature passed House Bill 620 relative to the award of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, non-resident bidders (out-of-state contractors whose corporate offices or principal place of business are outside of the state of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to under bid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

- A. Non-resident vendors in _____ (insert state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident vendors in _____ (insert state), our principal place of business, are not required to underbid resident bidders.

- B. _____ Our principal place of business or corporate offices are in the State of Texas.

BIDDER:

(company)

By: _____
(signature)

(address)

(print name)

(city, state, zip)

(title)

THIS FORM MUST BE INCLUDED WITH YOUR SEALED

Equal Opportunity Guidelines for Construction Contractors

Note: To be included in bid packet and distributed at the preconstruction conference (optional)

1. **What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?**
For contracts over \$10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
2. **Are construction contractors required to ensure a legal working environment for all employees?**
Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**
No, two or more women should be assigned to each site when possible.
4. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**
If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be documented in file.
5. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**
Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.
6. **Are any in-service training programs provided for staff to update the EEO policy?**
At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.
7. **Are any measures taken to encourage promotions for minorities and women?**
Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.
8. **What efforts are taken to insure that personnel policies are in accordance with the EEO policy?**
Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.
9. **Can women be excluded from utilizing any facilities available to men?**
No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.
10. **What efforts should be utilized to include minority and female contractors and suppliers?**
Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.
11. **If a construction contractor participates in a business related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?**
No, the construction contractor is responsible for its own compliance.

12. **Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?**

No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.

13. **What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?**

The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

**Certificate of Interested Parties (Form 1295)
Notice and Process**

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

The Filing Process:

1. Prior to award by Marion County, TX, your firm will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print, sign and notarize Form 1295.
3. **Within seven (7) business days** from notification of pending award by the City of Longview Purchasing Department, the completed Form 1295 **must** be submitted to Marion County, TX.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to a Marion County, TX contract.

Instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

BY SUBMITTING A BID YOUR FIRM AGREES TO ADHERE TO HB 1295 REFERENCED ABOVE

Please Note: No action required until notification of potential award by the Marion County, TX Purchasing Department.

Exhibit A: Instructions for House Bill 1295

This form must be filled out before a recommendation to council for award of a contract can be made.

Since Marion County, TX is a governmental entity, we are required by law to have you fill out Form 1295 on line at the web address listed below. I have attached a copy of what the form will look like when you access it online. Enter your business name, the agency/entity will be Marion County, TX, and Contract ID will be the bid # and description of the Bid, which is WEC 21-08043 Marion County, TX - Jail Roof Improvements. I have included a definition of interested parties (Please review below):

Interested Party means a person who has controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

Intermediary for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney or representative of or agent for the business entity who:

1. receives compensation from the business entity for the person's participation;
2. Communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
3. Is not an employee of the business entity.

Once you have filled out the form online, the system will generate a form showing a certificate number. Please print this form, sign it and have it notarized. Once it is notarized, please send it to me. I am required by law to keep this certificate on file. Please call me at 903-237-1324 if you have any questions.

Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a government entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the government entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

The Filing Process:

1. **Since your firm was awarded a contract with Marion County, TX your** firm is required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print, sign and notarize Form 1295.
3. **As soon as possible** the completed Form 1295 **must** be submitted to Marion County, TX
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to a City of Longview contract.

Instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

☐
6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
 of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath

 Printed name of officer administering oath

 Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

- (B) that the vendor has given one or more gifts described by Subsection (a); or

- (C) of a family relationship with a local government officer.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ of _____, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn to me this _____ day of _____.

By: _____
Notary Public

My commission expires _____

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Title of Authorized Official

Date

Organization Name
PURCHASING DEPARTMENT

SENATE BILL 252 CERTIFICATION

On this day, I, _____, the
Purchasing Representative for <Organization Name> in <City>, Texas, pursuant to
Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153,
certify that I did review the website of the Comptroller of the State of Texas concerning
the listing of companies that is identified under Section 806.051, Section 807.051 or
Section 2253.253 and I have ascertained that the below-named company is not
contained on said listing of companies which do business with Iran, Sudan or any
Foreign Terrorist Organization.

Company Name

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date

STANDARD FORM OF AGREEMENT

Approved as to Legal Form by
Marion County Legal Counsel

STATE OF TEXAS}

COUNTY OF MARION}

THIS AGREEMENT, made and entered into this the _____, by and between the Marion County of the County of Gregg and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and _____, of the City of _____, County of _____, and State of _____, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

Kellyville Community Center Roof Improvements

In the sum of: _____

and all extra work in connection therewith, under the terms as stated in this Standard Form of Agreement; all of the documents attached to this Standard Form of Agreement; all Plans, Specifications and drawings for the **Kellyville Community Center Roof Improvements** as prepared by the OWNER's engineer (herein entitled "ENGINEER"); and all printed or written explanatory materials of said Plans, Specifications and drawings. The CONTRACTOR hereby agrees with the OWNER that the CONTRACTOR shall commence and complete all such construction and work at the CONTRACTOR's own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction and work. The documents that are attached to and for all purposes made part of this Standard Form of Agreement include : Title Sheet, Table of Contents, Advertisement for Bids, Notice to Bidders, Information for Bidders, Liquidated Damages Calculation, Certificate of Final Completion, Davis-Bacon Wage Rates, Bid Proposal, Vendor Compliance to State Law, Certificate of Interested Parties (Form 1295), Conflict of Interest Questionnaire, House Bill 89 Verification, Senate Bill 252 Certification, Standard Form Agreement, Performance Bond, Payment Bond, One-Year Maintenance Bond, General Conditions of Agreement, Special Conditions of Agreement, Technical Specifications Cover Sheet, Technical Specifications Table of Contents, Technical Specifications, Bid Bond, Statement of Materials, and Certificate of Liability Insurance. This agreement shall also include all Plans, Specifications and drawings for **Kellyville Community Center Roof Improvements** as prepared by the ENGINEER, and all printed or written explanatory materials of said Plans, Specifications and drawings. This Standard Form of Agreement and the documents listed herein shall collectively evidence and constitute the entire contract between the parties hereto regarding the subject matter hereof.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to complete the same within 30 calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions of Agreement.

CONTRACTOR's failure to timely commence work or diligently pursue completion of the work within the time limitations set out herein shall constitute a material breach of this contract. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the Proposal, which forms a part of this contract, such payments to be subject to the terms and conditions of this contract, including without limitation the General and Special Conditions of Agreement;

Without regard to and notwithstanding any rules on conflicts of law, this contract shall be subject to and interpreted in conformance with the laws of the State of Texas, unless expressly required otherwise by federal law or regulations. Venue for any action arising hereunder shall lie exclusively in Marion County, Texas, for actions in state court and in the Eastern District of Texas, Tyler Division, for actions in federal court.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Party of the First Part (OWNER)
 (CONTRACTOR)

Party of the Second Part

By: _____

By: _____

ATTEST:

ATTEST:

 (Seal)

 (Seal)

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF MARION

KNOW ALL MEN BY THESE PRESENTS: That _____ of the City of _____, County of _____, and State of _____, as principal _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the Marion County, Texas (Owner), in the penal sum of: _____

for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the day of _____ day of _____, 2024 to complete

Kellyville Community Center Roof Improvements

In the sum of: _____

Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of chapter 2253 of the Texas Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said chapter to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed there under, or the plans, specifications, or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed there under.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this
instrument this _____ day of _____, 2024

Principal		Surety	
By	_____	By	_____
Title	_____	Title	_____
Address	_____	Address	_____
	_____		_____
	_____		_____

The name and address of the Resident Agent of Surety is:

PAYMENT BOND*STATE OF TEXAS**COUNTY OF GREGG*

KNOW ALL MEN BY THESE PRESENTS: That _____ of the City of _____, County of _____, and State of _____, as principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the Marion County, Texas (Owner), in the penal sum of: _____

for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the day of _____ day of _____, 2024, to construct

Kellyville Community Center Roof Improvements

In the sum of: _____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise, to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of chapter 2253 of the Texas Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said chapter to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed there under, or the plans, specifications, or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed there under.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of _____, 2024.

Principal

By _____

Title _____

Address _____

Surety

By _____

Title _____

Address _____

The name and address of the Resident Agent of Surety is:

ONE-YEAR MAINTENANCE BOND

STATE OF TEXAS
COUNTY OF MARION

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal, hereinafter called "Contractor", and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to the Marion County, a municipal corporation, in the sum of: _____

for the payment of which sum well and truly to be made to the Marion County, and its successors, the said Contractor and Surety do bind themselves, their successors and assigns jointly and severally. The conditions of this obligation are such that:

WHEREAS, the said Contractor has entered into a contract in writing with the Marion County, Texas, dated of even date herewith, for completion of

Kellyville Community Center Roof Improvements

In the sum of: _____

all of such work to be done as set out in full in said contract and the plans and specifications therein referred to

NOW, THEREFORE, if the said Contractor shall repair, replace and restore any and all defects in or damages to said construction, occasioned by, and resulting within one (1) year from and after the day of the acceptance of said work by said Marion County from defects in materials furnished by, or workmanship of the Contractor, in performing the work covered by said contract, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

ATTEST/SEAL: (if a corporation)
WITNESS: (if not a corporation)

(Principal)

Name _____

Title _____

Name _____

Title _____

Date _____

(Full Name of Surety)

ATTEST/WITNESS:

Name _____

Title _____

Name _____

Title _____

Date _____

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GENERAL CONDITIONS OF AGREEMENT

1. DEFINITIONS OF TERMS

1.01 OWNER, CONTRACTOR AND ENGINEER. The OWNER, the CONTRACTOR, and the ENGINEER are those persons or organizations identified as such in the Agreement and are referred to throughout the contract Documents as if singular in number and masculine in gender. The term ENGINEER means the ENGINEER or his duly authorized representative. The ENGINEER shall be understood to be the ENGINEER of the OWNER, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the ENGINEER and the CONTRACTOR.

1.02 CONTRACT DOCUMENTS. The Contract Documents shall consist of the Notice to Contractors (Advertisement), Special Conditions (Instructions to Bidders), Proposal, Signed Agreement, Performance and Payment Bonds (when required), Special Bonds (when required), General Conditions of the Agreement, Plans, Technical Specifications, and all modifications thereof incorporated in any of the documents before the execution of the agreement.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Signed Agreement, Performance and Payment Bonds, Special Bonds (if any), Proposal, Special Conditions of Agreement, Notice to Contractors, Technical Specifications, Plans, and General Conditions of Agreement.

1.03 SUB-CONTRACTOR. The term Sub-Contractor, as employed herein, includes only those having a direct contract with the CONTRACTOR and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnished material not so worked.

1.04 WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, delivered by electronic fax, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

1.05 WORK. The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

1.06 EXTRA WORK. The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the ENGINEER or OWNER to be done by the CONTRACTOR to accomplish any change, alteration or addition to the work shown upon the plans, or reasonably implied by the specifications, and not covered by the CONTRACTOR'S proposal, except as provided under "Changes and Alterations", herein.

1.07 WORKING DAY. A "Working Day" is defined as any day not including Saturdays, Sundays or any legal holidays, in which weather or other conditions, not under the control of the CONTRACTOR, will permit construction of the principal units of the work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m.

1.08 CALENDAR DAY. "Calendar Day" is any day of the week or month; no days being excepted.

1.09 SUBSTANTIALLY COMPLETED. By the term "substantially completed" is meant that the structure has been made suitable for use or occupancy or the facility is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

2. RESPONSIBILITIES OF THE ENGINEER AND THE CONTRACTOR.

2.01 OWNER-ENGINEER RELATIONSHIP. The ENGINEER will be the OWNER'S representative during construction. The duties, responsibilities and limitations of authority of the ENGINEER as the OWNER'S representative during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the OWNER and ENGINEER. The ENGINEER will advise and consult with the OWNER, and all of OWNER'S instructions to the CONTRACTOR shall be issued through the ENGINEER.

2.02 PROFESSIONAL INSPECTION BY ENGINEER. The ENGINEER shall make periodic visits to the site to familiarize himself generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Contract documents; provided and except, however, that the ENGINEER shall not be responsible for making any detailed, exhaustive, comprehensive or continuous on-site inspection of the quality or quantity of the work or be in any way responsible, directly or indirectly, for the construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith. Notwithstanding any other provision of this agreement or any other contract document, the ENGINEER shall not be in any way responsible or liable for any acts, errors, omissions, or negligence of the CONTRACTOR, any subcontractor or any of the CONTRACTOR'S or subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the work.

2.03 PAYMENTS FOR WORK. The ENGINEER shall review CONTRACTOR'S applications for payment and supporting data, determine the amount owed to the CONTRACTOR and General Conditions 01/09/2020

recommend to OWNER, in writing, payment to CONTRACTOR in such amounts. Such recommendation of payment of CONTRACTOR's application for payment constitutes a representation to the OWNER of ENGINEER'S professional judgement that the work has progressed to the point indicated to the best of his knowledge, information and belief, but such recommendation of payment of an application for payment to CONTRACTOR shall not be deemed as a representation by ENGINEER that ENGINEER has made any examination to determine how or for what purpose CONTRACTOR has used the moneys paid on account of the Contract price. Further, ENGINEER's determination of the amount owed to the CONTRACTOR and recommendation of payment shall both be advisory only and shall not be binding upon OWNER.

2.04 DISPUTE DETERMINATIONS. The ENGINEER initially shall determine all claims, disputes and other matters in question between the CONTRACTOR and the OWNER relating to the execution or progress of the work or the interpretation of the Contract Documents and the ENGINEER'S decision shall be rendered in writing within a reasonable time.

2.05 LINES AND GRADES. Unless otherwise specified, all lines and grades shall be furnished by the ENGINEER or his representative. Whenever necessary, construction work shall be suspended to permit performance of this work, but such suspension will be as brief as practicable and the CONTRACTOR shall be allowed no extra compensation therefor. The CONTRACTOR shall give the ENGINEER ample notice of the time and place where lines and grades will be needed. All stakes, marks, etc., shall be carefully preserved by the CONTRACTOR, and in case of careless destruction or removal by him or his employees, such stakes, marks, etc., shall be replaced at the CONTRACTOR'S expense.

2.06 CONTRACTOR'S DUTY AND SUPERINTENDENCE. The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the CONTRACTOR in his absence and all directions given to him shall be as binding as if given to the CONTRACTOR.

The CONTRACTOR is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the OWNER and ENGINEER being interested only in the result obtained and conformity of such completed improvements to the plans, specifications and contract.

Likewise, the CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Engineering construction drawings and specifications as well as any additional General Conditions 01/09/2020

information concerning the work to be performed passing from or through the ENGINEER shall not be interpreted as requiring or allowing CONTRACTOR to deviate from the plans and specifications, the intent of such drawings, specifications and any other such instructions being to define with particularity the agreement of the parties as to the work the CONTRACTOR is to perform. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

Any review of work in process, or any visit or observation during construction, or any clarification of plans and specifications, by the ENGINEER, or any agent, employee, or representative of either of them, whether through personal observation on the project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or method, is agreed by the CONTRACTOR to be for the purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the contract, or for the purpose of enabling CONTRACTOR to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the CONTRACTOR from full and complete responsibility for the proper performance of his work on the project, including but without limitation the propriety of means and methods of the CONTRACTOR in performing said contract, and the adequacy of any designs, plans or other facilities for accomplishing such performance. Deviation by the CONTRACTOR from plans and specifications that may have been in evidence during any such visitation or observation by the ENGINEER, or any of his representatives, whether called to the CONTRACTOR'S attention or not shall in no way relieve CONTRACTOR from his responsibility to complete all work in accordance with said plans and specifications.

2.07 CONTRACTOR'S UNDERSTANDING. It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the OWNER or ENGINEER either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

2.08 CHARACTER OF WORKMEN. The CONTRACTOR agrees to employ only orderly and competent men, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the ENGINEER shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men

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shall be discharged from the work and shall not again be employed on the work without the ENGINEER'S written consent.

2.9 CONTRACTOR'S BUILDINGS. The building of structures for housing men, or the erection of tents or other forms of protection, will be permitted only at such places as the ENGINEER shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the ENGINEER.

2.10 SANITATION. Necessary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the CONTRACTOR in such manner and at such points as shall be approved by the ENGINEER, and their use shall be strictly enforced.

2.11 SHOP DRAWINGS. The CONTRACTOR shall submit to the ENGINEER, with such promptness as to cause no delay in his own work or in that of any other Contractor, four checked copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the ENGINEER shall pass upon them with reasonable promptness, making desired corrections. The CONTRACTOR shall make any corrections required by the ENGINEER, file with him two corrected copies and furnish such other copies as may be needed. The ENGINEER'S approval of such drawings or specification, unless he has in writing called the ENGINEER'S attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules. It shall be the CONTRACTOR'S responsibility to fully and completely review all shop drawings to ascertain their effect on his ability to perform the required contract work in accordance with the plans and specifications and within the contract time.

Such review by the ENGINEER shall be for the sole purpose of determining the sufficiency of said drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the CONTRACTOR of his duty as an independent contractor as previously set forth, it being expressly understood and agreed that the ENGINEER does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during CONTRACTOR'S performance hereunder.

2.12 PRELIMINARY APPROVAL. The ENGINEER shall not have the power to waive the obligations of this contract for the furnishing by the CONTRACTOR of good material, and of his performing good work as herein described, and in full accordance with the plans and specifications. No failure or omission of the ENGINEER to discover, object to or condemn any defective work or material shall release the CONTRACTOR from the obligations to fully and properly perform the contract, including without limitations, the obligation to at once tear out, remove and properly replace the same at any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that the ENGINEER shall, upon request

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of the CONTRACTOR, inspect and accept or reject any material furnished, and in event the material has been once accepted by the ENGINEER, such acceptance shall be binding on the OWNER, unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered taken up or removed for re-examination, by the ENGINEER, prior to final acceptance, and if found not in accordance with the specifications for said work, all expense of removing, re-examination and replacement shall be borne by the CONTRACTOR, otherwise the expense thus incurred shall be allowed as EXTRA WORK, and shall be paid for by the OWNER; provided that, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the CONTRACTOR proceed with such work without requesting prior inspection or approval he shall bear all expense of taking up, removing, and replacing this work if so directed by the ENGINEER.

2.13 DEFECTS AND THEIR REMEDIES. It is further agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the ENGINEER as unsuitable or not in conformity with the specifications, the CONTRACTOR shall, after receipt of written notice thereof from the ENGINEER, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

2.14 CHANGES AND ALTERATIONS. The CONTRACTOR further agrees that the OWNER may make such changes and alterations as the OWNER may see fit, in the line, grade, form, dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying Performance, Payment, and Maintenance Bonds.

If such changes or alterations diminish the quality of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with, except as provided for unit price items under Section 5 "Measurement and Payment." If the amount of work is increased, and the work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under this contract, except as provided for unit price items under Section 5 "Measurement and Payment;" otherwise, such additional work shall be paid for as provided under Extra Work. In case the OWNER shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall recompense the CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned.

3. GENERAL OBLIGATIONS AND RESPONSIBILITIES

3.01 KEEPING PLANS AND SPECIFICATIONS ACCESSIBLE. The ENGINEER shall furnish the CONTRACTOR with an adequate and reasonable number of copies of all plans and specifications without expense to him, and the CONTRACTOR shall keep one copy of the same constantly accessible on the work, with the latest revisions noted thereon.

3.02 OWNERSHIP OF DRAWINGS. All drawings, specifications and copies thereof furnished by the ENGINEER shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to him on request, at the completion of the work. All models are the property of the OWNER.

3.03 ADEQUACY OF DESIGN. It is understood that the OWNER believes it has employed competent engineers and designers. It is, therefore, agreed that the OWNER shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project; provided the CONTRACTOR has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The burden of proof of such compliance shall be upon the CONTRACTOR to show that he has complied with the said requirements of the Contract Documents, approved modifications thereof and all approved additions and alterations thereto.

3.04 RIGHT OF ENTRY. The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said OWNER may desire.

3.05 COLLATERAL CONTRACTS. The OWNER agrees to provide by separate contract or otherwise, all labor and material essential to the completion of the work specifically excluded from this contract, in such manner as not to delay the progress of the work, or damage said CONTRACTOR, except where such delays are specifically mentioned elsewhere in the Contract Documents.

3.06 DISCREPANCIES AND OMISSIONS. It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate contract documents, the priority of interpretation defined under "Contract Documents" shall govern. In the event that there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, the ENGINEER shall define which is intended to apply to the work.

3.07 EQUIPMENT, MATERIALS AND CONSTRUCTION PLANT. The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and General Conditions 01/09/2020

any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.

3.08 DAMAGES. In the event the OWNER is damaged in the course of the work by the act, negligence, omission, mistake or default of the CONTRACTOR, or should the CONTRACTOR unreasonably delay the progress of the work being done by others on the job so as to cause loss for which the OWNER becomes liable, then the CONTRACTOR shall reimburse the OWNER for such loss.

3.09 PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC. The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.

3.10 PERFORMANCE, PAYMENT & MAINTENANCE BONDS. Unless otherwise specified, it is further agreed by the parties to this Contract that the CONTRACTOR will execute separate performance, payment, and maintenance bonds, each in the sum of one hundred (100) percent of the total contract price, in standard forms for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the contract, and it is agreed that this Contract shall not be in effect until such performance, payment, and maintenance bonds are furnished and approved by the OWNER.

Unless otherwise approved in writing by the OWNER, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the CONTRACTOR'S proposal

3.11 LOSSES FROM NATURAL CAUSES. Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.

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3.12 PROTECTION OF ADJOINING PROPERTY. The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR agrees to indemnify, save and hold harmless the OWNER and ENGINEER against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract; but any such indemnity shall not apply to any claim of any kind arising out of the existence or character of the work.

3.13 PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES. The CONTRACTOR agrees that he will indemnify and save the OWNER and ENGINEER harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails so to do, then the OWNER may at the option of the CONTRACTOR either pay directly any unpaid bills of which the OWNER has written notice, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER by either the CONTRACTOR or his Surety.

3.14 PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION. The CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the patentee or owner. The CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright rights and shall indemnify and save the OWNER and ENGINEER harmless from any loss on account thereof, except that the OWNER shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required by the OWNER; provided, however, if choice of alternate design, device, material or process is allowed to the CONTRACTOR, then CONTRACTOR shall indemnify and save OWNER harmless from any loss on account thereof. If the material or process specified or required by the OWNER is an

infringement, the CONTRACTOR shall be responsible for such loss unless he promptly gives such information to the OWNER.

3.15 LAWS AND ORDINANCES. The CONTRACTOR shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect the contract or the work, and shall indemnify and save harmless the OWNER and ENGINEER against any claim arising from the violation of any such laws, ordinances, and regulations whether by the CONTRACTOR or his employees, except where such violations are called for by the provisions of the contract Documents. If the CONTRACTOR observes that the plans and specifications are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he shall bear all costs arising therefrom. In case the OWNER is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the OWNER may enter into contract, shall be controlling, and shall be considered as part of this contract, to the same effect as though embodied herein.

3.16 ASSIGNMENT AND SUBLETTING. The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the ENGINEER, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER, as provided by this Agreement.

3.17 INDEMNIFICATION. The CONTRACTOR shall defend, indemnify and hold harmless the OWNER and the ENGINEER and their respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

- (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and,
- (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The obligation of the CONTRACTOR under this Paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, Change Orders, designs or specifications, or the giving of or the failure to give directions or instructions by the ENGINEER, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

3.18 INSURANCE. The CONTRACTOR at his own expense shall purchase, maintain and keep in force such insurance as will protect him from claims set for the below which may arise out of or result from the CONTRACTOR'S operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) workmen's compensation claims, disability benefits and other similar employee benefit acts;
- (2) claims for damages because of bodily injury, personal injury, occupational sickness or disease, or death of his employees, and claims insured by usual bodily injury liability coverages;
- (3) claims for damages because of bodily injury, personal injury, sickness or disease, or death of any person other than his employees, and claims insured by usual bodily injury liability coverages; and
- (4) claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

3.18.1 CERTIFICATE OF INSURANCE. Before commencing any of the work, CONTRACTOR shall file with the OWNER valid Certificates of Insurance acceptable to the OWNER and the ENGINEER. Such Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least ten days prior written notice has been given to the OWNER.

The CONTRACTOR shall also file with the OWNER valid Certificates of Insurance covering all sub-contractors.

4. PROSECUTION AND PROGRESS

4.01 TIME AND ORDER OF COMPLETION. It shall be the responsibility of the CONTRACTOR to commence work within ten (10) days after the date of written notice to proceed, and to diligently prosecute the project to completion within the time set out herein. This responsibility to proceed diligently shall not be interpreted as OWNER'S right to dictate CONTRACTOR'S order of precedence in performance of the work; provided, however, that the General Conditions 01/09/2020

order and the time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in the Proposal; provided, also, that when the OWNER is having other work done, either by contract or by his own force, the ENGINEER may direct the time and manner of constructing the work done under this contract, so that conflict will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The CONTRACTOR shall submit, at such times as may reasonably be requested by the ENGINEER, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts.

4.02 EXTENSION OF TIME. Should the CONTRACTOR be delayed in the completion of the work by any act or neglect of the OWNER or ENGINEER, or of any employee of either, or by other contractors employed by the OWNER, or by changes ordered in the work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause or causes beyond the CONTRACTOR'S control, or by any cause which the ENGINEER shall decide justifies the delay, then an extension of time shall be allowed for completing the work, sufficient to compensate for the delay, the amount of the extension to be determined by the ENGINEER, provided, however, that the CONTRACTOR shall give the ENGINEER prompt notice in writing of the cause of such delay.

4.03 HINDRANCES AND DELAYS. No claims shall be made by the CONTRACTOR for damages resulting from hindrances or delays from any cause (except where the work is stopped by order of the OWNER) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of the OWNER, then such expense as in the judgment of the ENGINEER is caused by such stoppage of said work shall be paid by the OWNER to the CONTRACTOR; provided, however, that OWNER shall not be responsible for damages attributable to work stoppages by OWNER in the instance of CONTRACTOR'S failure to timely perform as set out in Paragraph 7 of these General Conditions.

5. MEASUREMENT AND PAYMENT

5.01 QUANTITIES AND MEASUREMENTS. No extra or customary measurements of any kind will be allowed, but the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.

5.02 ESTIMATED QUANTITIES. This agreement, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished

hereunder. where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the CONTRACTOR agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this contract and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should become as much as 20% more than, or 20% less than the estimated or contemplated quantity for such items, than either party to this Agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below 20% of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater than five (5) percent of the total contract cost, computed on the basis of the proposal quantities and the contract unit prices.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Agreement, as provided under "Extra Work".

5.03 PRICE OF WORK. In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all work by the CONTRACTOR, and on the completion of all work and of the delivery of all material embraced in this Contract in full conformity with the specifications and stipulations herein contained, the OWNER agrees to pay the CONTRACTOR the prices set forth in the Proposal hereto attached, which has been made a part of this contract. The CONTRACTOR hereby agrees to receive such prices in full for furnishing all material and all labor required for the aforesaid work, also for all expense incurred by him, and for well and truly performing the same and the whole thereof in the manner and according to this Agreement.

5.04 PARTIAL PAYMENTS. On or before the 10th day of each month, the CONTRACTOR shall prepare and submit to the ENGINEER a statement showing as completely as practicable the total value of the work done by the CONTRACTOR up to and including the last day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work. The ENGINEER shall review said statement and recommend to the OWNER approval, modification or rejection of same.

Within 30 consecutive calendar days after approval of the aforesaid statement by the OWNER, the OWNER shall pay the CONTRACTOR the total amount of the approved statement, less 10 percent of the amount thereof, which 10 percent shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the OWNER under the terms of this Agreement. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the CONTRACTOR, the OWNER may, upon written recommendation of the ENGINEER, pay a reasonable and equitable portion of the retained percentage to the CONTRACTOR; or the CONTRACTOR at the OWNER'S option, may be relieved of the obligation to fully complete the work and, thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment".

5.05 USE OF COMPLETED PORTIONS. The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as the ENGINEER may determine.

The CONTRACTOR shall notify the ENGINEER when, in the CONTRACTOR'S opinion, the contract is "substantially completed" and when so notifying the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER in writing a detailed list of unfinished work. The ENGINEER will review the CONTRACTOR'S list of unfinished work and will add thereto such items as the CONTRACTOR has failed to include. The "substantial completion" of the structure or facility shall not excuse the CONTRACTOR from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the structure or facility in accordance with the Contract Documents.

5.06 FINAL COMPLETION AND ACCEPTANCE. Within ten(10) days after the CONTRACTOR has given the ENGINEER written notice that the work has been completed, or substantially completed, the ENGINEER and the OWNER shall inspect the work and within said time, if the work is found to be completed or substantially completed in accordance with the Contract Documents, the ENGINEER shall issue to the OWNER and the CONTRACTOR his Certificate of Completion, and thereupon shall place the project on the next available City Council agenda for final acceptance and approval of final payment.

5.07 FINAL PAYMENT. Upon the issuance of the Certificate of Completion, the ENGINEER shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the OWNER, who shall pay to the CONTRACTOR, within 30 consecutive calendar days after General Conditions 01/09/2020

formal acceptance of the completed project by the City Council, the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract; and said payment shall be come due in any event upon said performance by the CONTRACTOR. Neither the Certificate of Acceptance nor the final payment, nor any provision in the contract Documents, shall relieve the CONTRACTOR of the obligation for fulfillment of any warranty which may be required.

5.08 PAYMENTS WITHHELD. The OWNER may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect himself from loss on account of:

- (a) defective work not remedied
- (b) claims filed or reasonable evidence indicating probable filing of claims
- (c) failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor
- (d) damage to another contractor
- (e) reasonable doubt that the work can be completed for the unpaid balance of the contract amount
- (f) reasonable indication that the work will not be completed within the contract time

When the above grounds are removed or the CONTRACTOR provides a Surety Bond satisfactory to the OWNER, which will protect the OWNER in the amount withheld, payment shall be made for amounts withheld because of them.

5.09 DELAYED PAYMENTS. Should the OWNER fail to make payment to the CONTRACTOR of the sum named in any partial or final statement, when payment is due, then the OWNER shall pay to the CONTRACTOR, in addition to the sum shown as due by such statement, interest thereon at the rate of six(6) percent per annum, unless otherwise specified, from date due as provided under "Partial Payments" and "Final Payments", until fully paid, which shall fully liquidate any injury to the CONTRACTOR growing out of such delay in payment.

6. EXTRA WORK AND CLAIMS

6.01 CHANGE ORDERS. Without invalidating this Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions to the work; such changes will be authorized by Change Order to be prepared by the ENGINEER for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

In the event the CONTRACTOR shall refuse to execute a Change Order which has been prepared by the ENGINEER and executed by the OWNER, the ENGINEER may in writing instruct

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the CONTRACTOR to proceed with the work as set for the in the Change Order and the CONTRACTOR may make claim against the OWNER for Extra Work involved therein, as hereinafter provided.

6.02 MINOR CHANGES. The ENGINEER may authorize minor changes in the work not inconsistent with the overall intent of the Contract Documents and not involving an increase in Contract Price. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER involves Extra Work and entitles him to an increase in the Contract Price, the CONTRACTOR shall make written request to the ENGINEER for a written Field Order.

In such case, the CONTRACTOR by copy of his communication to the ENGINEER or otherwise in writing shall advise the OWNER of his request to the ENGINEER for a written Field Order and that the work involved may result in an increase in the Contract Price.

Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

6.03 EXTRA WORK. It is agreed that the basis of compensation to the CONTRACTOR for work either added or deleted by a Change Order or for which a claim for Extra Work is made shall be determined by one or more of the following methods:

Method (A): by agreed unit prices; or

Method (B): by agreed lump sum; or

Method (C): if neither Method (A) nor Method (B) be agreed upon before the Extra Work is commenced, then the CONTRACTOR shall be paid the "actual field cost" of the work, plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the CONTRACTOR of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits, and other payroll taxes, and, a rateable proportion of premiums on Performance, Payment, and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the OWNER, or by them agreed to. The ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the ENGINEER. The ENGINEER or OWNER

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may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise, these matters shall be determined by the CONTRACTOR. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order. The fifteen (15%) percent of the "actual field cost" to be paid the CONTRACTOR shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the CONTRACTOR'S Camp or Field Office must be maintained primarily on account of such Extra work; then the cost to maintain and operate the same shall be included in the "actual field cost".

No claim for Extra work of any kind will be allowed unless ordered in writing by the ENGINEER. In case any orders or instructions, either oral or written, appear to the CONTRACTOR to involve Extra Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to the ENGINEER for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the ENGINEER insists upon its performance, the CONTRACTOR shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C).

6.04 TIME OF FILING CLAIMS. It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the CONTRACTOR shall be in writing and filed with the ENGINEER within thirty (30) days after the ENGINEER has given any directions, order or instruction to which the CONTRACTOR desires to take exception. The ENGINEER shall reply within thirty (30) days to such written exceptions by the CONTRACTOR and render his final decision in writing. It is further agreed that final acceptance of the work by the OWNER and the acceptance by the CONTRACTOR of the final payment shall be a bar to any claims by either party, except where noted otherwise in the Contract Documents. Contractor's failure to timely comply with the time limitations set out herein shall waive any entitlement to dispute or adjustment.

7. CONTRACTOR'S TIMELY PERFORMANCE

7.01 CONTRACTOR'S OBLIGATION TO TIMELY PERFORM. In case the CONTRACTOR should abandon or otherwise fail or refuse to commence, continue, or resume work within ten (10) days after written notification from the OWNER, or the ENGINEER, or if the CONTRACTOR fails

to comply with the orders of the ENGINEER, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR.

7.02 OWNER'S IMMEDIATE REMEDY. After receiving said notice of failure to perform the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials, or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or the Surety on the performance bond, or another contractor in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefor (except when used in connection with extra work, where credit shall be allowed as provided for under Section 6, Extra Work and Claims), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

7.03 OWNER'S ADDITIONAL REMEDIES. Where there is no performance bond provided or in case the Surety should fail to commence compliance with the notice of failure to perform hereinbefore provided for, within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

7.03.1 The OWNER may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the OWNER out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or his Surety shall pay the amount of such excess to the OWNER; or

7.03.2 In the instance of CONTRACTOR'S failure to perform in the commencement of the contract, and if bids remain outstanding and enforceable from the original bid process, OWNER may award the contract to the next qualified low bidder who will accept the contract. If all bids have expired or no qualified bidder will accept the work, then the OWNER under sealed bids, after five (5) day notice published one or more times in a newspaper having general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case any increase in cost to the OWNER under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefor. However, should the cost to complete any such

new contract prove to be less than what would have been the cost to compete under this contract, the CONTRACTOR and/or his Surety shall be credited therewith.

When the work has been substantially completed, the CONTRACTOR and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided in Paragraph 5.06 hereinabove, shall be issued. A complete itemized statement of the contract accounts, certified to by the ENGINEER as being correct, shall then be prepared and delivered to the CONTRACTOR and his Surety, whereupon the CONTRACTOR and/or his Surety, or the OWNER as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the OWNER had the work been completed by the CONTRACTOR under the terms of this contract; or when the CONTRACTOR and/or his Surety shall pay the balance shown to be due by them to the OWNER, then all machinery, equipment, tools, materials, or supplies left on the site of the work shall be turned over to the CONTRACTOR and/or his Surety. Should the cost to complete the work exceed the contract price, and the CONTRACTOR and/or his Surety fail to pay the amount due the OWNER within the time designated hereinabove, and there remains any machinery, equipment, tools, materials, or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in this contract, provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at ordinary care to protect such property. After fifteen (15) days from the date of said notice the OWNER may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, equipment, tools, materials, or supplies, which remain on the work, and belong to persons other than the CONTRACTOR or his Surety, to their proper owners. The books on all operations provided herein shall be open to the CONTRACTOR and his Surety.

7.04 The remedies set herein for CONTRACTOR'S failure to timely perform shall not be exclusive; OWNER shall be entitled to exercise any and all other remedies under this contract or available to OWNER at law or in equity, in the event of CONTRACTOR'S failure to timely perform.

8. GOVERNMENT CODE REQUIREMENTS

8.01 This section only applies to contracts equal to or greater than \$1,000,000. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and General Conditions 01/09/2020

the CONTRACTOR or vendor agrees that the contract can be terminated if the CONTRACTOR or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

9. ARPA Requirements for Contractors and Engineer

9.01 Clean Air Act & Water Pollution control Act [For contracts > \$150,000] The Contractor or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9.02 Rights to Inventions Made Under Contract or Agreement Contractors and subcontractors shall comply with all applicable standards, orders or regulations issued under 35 C.F.R. Part 401.

9.03 Byrd Anti-Lobbying Amendment [For contract > \$100,000] Contractor shall comply with all applicable standards, orders, or regulations issued per 31 U.S.C. § 1352

9.04 Prohibition on Certain Telecommunications/Video Surveillance Contractor shall comply with all applicable standards, orders, or regulations issued per 2 C.F.R. § 200.216

9.05 Procurement of Recovered Materials Contractor shall comply with all applicable standards, orders, or regulations issued per 2 C.F.R. § 200.323

9.06 Anti-Kickback Act Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Anti-Kickback Act (40 U.S.C. § 3145)

9.07 Davis-Bacon Act All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is included in these contract documents and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the City/County for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to General Conditions 01/09/2020

such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period. The Contractor and its subcontractors shall not, by any means, induce any person employed in the construction, completion, or repair of public work, give up any part of the compensation to which he or she is otherwise entitled. The City/County must report all suspected or reported violations to TDA.

9.08 Debarment and Suspension The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

9.09 Domestic Preferences for Procurements Contractor shall comply with all applicable standards, orders, or regulations issued per 2 C.F.R. § 200.322

SPECIAL CONDITIONS OF AGREEMENT

- SP-1. LINES AND GRADES. The construction plans include a horizontal control line (baseline) and vertical control points (bench marks). These have been established in the field and will be re-established or shown to the Contractor prior to commencing construction. After construction has started, the Contractor shall be responsible for protecting and preserving these controls. From these controls, the Contractor shall stake all alignments for the work and will be responsible for all horizontal and vertical construction staking.
- SP-2. SUPERINTENDENCE. The Contractor or his appointed Superintendent(s) shall provide proper superintendence for this entire project. Correspondence, questions concerning the project, interpretations and instructions shall be to or through the Contractor or the Superintendent. The Engineer will not in any manner supervise the Contractor's workmen or subcontractors. The Contractor or his Superintendent shall be on the job site whenever work is in progress.
- SP-3. PROJECT MAINTENANCE. The project area shall be maintained by the Contractor in a neat, passable condition. Vehicular access shall be maintained to every house and adjacent property. The Contractor shall provide a crew to maintain streets and driveways during holidays and weekends for the period of this contract.
- SP-4. EXTENSION OF TIME. The Contractor may make written request for an extension of time because of acts of God, acts of war, strikes, or unavailability of materials because of failure of the manufacturer or transporter. The Contractor shall support, by written evidence, any claim for a time extension because of any delay in receipt of material. An extension of time will not be granted for normal material delivery times, or failure of the Contractor to act properly toward the timely completion of the project.

Upon written request, additional contract time will be granted only for the number of days that exceed the National Climatic Data Center's historical average number of days of rainfall of 0.1". Rain days shall be defined as a day with 0.1" or more of measured rainfall, as measured at the Gregg County Airport.

- SP-5. INSURANCE. The Contractor shall not commence work under this contract until he has obtained at his expense all insurance required under this section of the Special Provisions and by the Contract Documents and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Such insurance shall remain in full force and effect on all phases of the work, whether or not the work is occupied or utilized by the Owner, until all work under the Contract is completed and has been accepted by the Owner.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the Contract.

Any insurance bearing an adequacy of performance will be maintained after completion of the project for the full guarantee period.

The Contractor shall obtain and maintain for the full period of the Contract the following types of insurance in the form, minimum limits and amounts herein specified or as may be otherwise required in the Contract Documents. The Contractor shall automatically renew any policy which expires during the performance of his Contract and notify the Owner and Engineer of such a renewal prior to expiration date.

A. Workmen's Compensation including Occupational Disease, and Employer's Liability Insurance.

Definitions:

Certificate of coverage ("certificate") - a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
4. obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project, and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
7. contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificate of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

B. Public Liability Insurance. (Note "Indemnity" clause hereinafter). Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractors have obtained for the period of the Contract full Comprehensive General Liability Insurance coverage. This coverage shall protect the Contractor; the Owner; the Engineer, its architects and engineers; and each of their officers, agents and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property, which may arise directly or indirectly out of, or in connection with the performance of work under this Contract by the Contractor, by any of his subcontractors, or by anyone directly or indirectly employed of either of them, or under the control of either of them, and the minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the Contract Documents:

Public Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) for damages arising out of bodily or personal injury, sickness or disease, or death of one person and subject to the same limit for each person in an amount not less than One Million Dollars (\$1,000,000) in any one occurrence; and property damage in an amount not less than One Million Dollars (\$1,000,000) for all single combined damages arising out of injury to or destruction of property of others in any one occurrence with an aggregate limit in the same amount.

The Property Damage portion of this coverage shall include explosion, collapse and underground exposure coverage. In addition, where Completed Operation Insurance coverage is applicable, such coverage will be maintained after completion and acceptance of the project for the full guarantee period.

C. Automobile Liability Insurance: Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractors have obtained Automobile Liability Insurance coverage on all self-propelled vehicles designed for travel on public roads used in connection with the Contract, whether owned, non-owned, or hired. The liability limits shall not be less than Two Hundred Fifty Thousand Dollars (\$250,000) for injury or death of one person and in an amount not less than Five Hundred Thousand Dollars (\$500,000) in any one occurrence; and Property Damage limits of not less than One Hundred Thousand Dollars (\$100,000) in any one occurrence.

D. Contractual Liability Coverage: Each and every policy for Liability Insurance carried by each Contractor and Subcontractor will include a "Contractual Liability Coverage" endorsement sufficiently broad to insure the provision titled "Indemnity" hereinafter set forth.

E. Indemnity: The Contractor shall defend, indemnify and hold harmless the Owner; the Engineer, its Engineers; and each of their officers, agents, servants, and employees; from any and all suits, actions, claims, losses or damage of any character and from all expenses incidental to the defense of such suits, actions or claims, based upon or arising out of or alleged to be based upon or arising out of (1) any injury, disease, sickness or death of any person or persons, (2) any damages to any property including in part loss of use thereof, caused by any act or omission of the Contractor, of any subcontractor of the Contractor, or by their officers, agents, servants, employees, or anyone else under the Contractor's direction and control, and arising out of, occurring in connection with, resulting from, or caused by the performance or failure of performance of any work or services called for by the Contract or from conditions created by the performance or non-performance of said work or services, but not including the sole negligence of any party herein indemnified.

F. Builders' Risk "All-Risk" Insurance: In addition to such Fire and Extended Insurance coverage which the Contractor or his subcontractors elect to carry for their own protection, the Contractor, before commencement of the work, shall effect and maintain for the life of his Contract Builders' Risk "All Risk" completed Value Insurance coverage upon the full insurable value of all portions of the project which is the subject of this Contract and subject to a loss for which Builders' Risk "All-Risk" Insurance coverage gives protection, and shall include completed work and work in progress. This coverage shall be with an insurance company or companies acceptable to the Owner.

Such insurance shall include as Additional Named Insured: The Owner; the Engineer, its architects and engineers; and any of their officers, agents, and employees; and any other persons with an insurable interest designated by the Owner as an Additional Named Insured.

Duplicate originals of the policy of insurance required herein shall be furnished to the Engineer as provided under "Evidence of Insurance Coverage" hereinafter.

G. Evidence of Liability & Builders' Risk Insurance Coverage: Before commencement of any work, the Contractor shall submit written evidence that he and all his subcontractors have obtained the minimum insurance required by the Contract Documents. Such written evidence shall be in the form of a Certificate of Insurance executed by the Contractor's insurance carrier showing such policies in force for the specified period or by furnishing a copy of the actual policy or policies. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten (10) days notice in writing to be delivered by registered mail to the Owner.

The Contractor shall furnish duplicate originals of Builders' Risk "All-Risk" Completed Value Insurance coverage to the Engineer, one copy of which shall be for the Owner and one copy for the Engineer.

- SP-6. WATER FOR CONSTRUCTION. The Owner will furnish a fire hydrant meter for construction water on this project. The Contractor will be responsible for paying an \$800 meter deposit before the meter will be set. In addition, the Contractor will be responsible for hiring a licensed plumber to install the backflow prevention device on the fire hydrant meter. The Contractor shall provide for all labor and equipment necessary. Such water shall be taken from the system at times, locations, and under conditions approved by the Engineer. Contractor shall notify Owner at least one week in advance of when construction water will be needed.
- SP-7. ELECTRICITY. The Contractor shall make his own arrangement for electricity.
- SP-8. EXPLOSIVES. The use of explosives will not be permitted.
- SP-9. SANITARY REQUIREMENTS. The operations of the Contractor shall be in full conformance with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall supply safe and sufficient drinking water to all of his employees, shall obey and enforce all sanitary regulations and orders, and shall take precaution against the spread of infectious diseases. Acceptable, portable, chemical-type toilets shall be provided and maintained by the Contractor.
- SP-10. DISPOSAL OF SURPLUS MATERIALS. All surplus materials not included or incorporated in the project shall be removed from the site to the satisfaction of the Engineer.
- SP-11. SIGNS, BARRICADES, AND LIGHTING. The Contractor shall provide and erect construction signing, barricades and lighting to protect the public in connection with the work, all in accordance with the latest published provisions of the Texas Manual of Uniform Traffic Control Devices and as approved by the Engineer. The construction drawings indicate only the general signing required and do not detail the requirements for protection in connection with trenching and other construction operations.

Existing street signs, traffic signs and all other signs within the project area shall be protected, maintained and replaced if damaged or stolen; all by the Contractor as approved by the Engineer.

- SP-12. MATERIALS AND WORKMANSHIP. All materials incorporated into this project shall be new and of first quality except as specifically provided for in the technical specifications. The workmanship shall be of the highest level as approved by the Engineer.
- SP-13. EXISTING FACILITIES. Whether shown on the plans or not, the Contractor shall be completely responsible for the protection or replacement of all facilities within the project area and in connection with the work.
- SP-14. GUARANTEE. As a part of this project, the Contractor shall guarantee all materials and workmanship and shall repair or remove and replace any defective condition as determined by the Engineer. Such guarantee shall be effective for a period of one year from the date of written acceptance by the Owner or date of final payment whichever is first. The maintenance bond shall be in full effect throughout the warranty period.
- SP-15. STATE SALES TAX. The Contractor's attention is directed to paragraph No. 3 of Ruling No. 9 by obtaining the necessary permit or permits from the State Comptroller allowing the purchase of materials for incorporation in this project without having to pay the Limited Sales, Excise and Use Tax at the time of purchase. Such bidders must submit segregated prices for the total cost of materials and total cost of services, and the successful bidder must require his sub-contractors to obtain such permits and to sign written sub-contracts in which the prices are segregated for the total cost of materials and the total cost of services. Total materials cost should not include materials which are used or consumed in performing the work, but do not become a part of the completed installation.

After the bid opening and prior to execution of contract, the low bidder will be required to provide a separation of materials costs and labor costs for the amounts of the base bid and any alternatives. The following form shall be used to provide this information. This form shall be submitted in six(6) copies with the executed contract and such statement will become a part of the contract:

STATEMENT OF MATERIALS AND SERVICES

Marion County

Project Name: **Event Center Roof Improvements**

Total Materials Cost: \$ _____

Total Service Cost: \$ _____

TOTAL CONTRACT PRICE: \$ _____

Note: The total materials cost plus the total services cost must equal the amount shown of the total contract price.

- SP-16. CLEANUP. The entire project site shall be left in as good or better condition as the condition at the time construction is started, all as approved by the Engineer. All cleanup shall be completed within the time specified for the project construction and liquidated damages will be applied to cleanup time in the event such is performed after the contract time has expired.

- SP-17. CERTIFICATE OF INCORPORATION. In the event the contractor is a corporation, the contractor shall furnish a certificate issued by the Secretary of the State of Texas dated not more than thirty days prior to commencement of construction evidencing that the contractor is a corporation duly incorporated under the laws of the State of Texas and currently in good standing, or in the case of a corporation not incorporated under the laws of the State of Texas, the certificate shall evidence that such corporation currently holds a permit to do business in the State of Texas and it is in good standing. Such corporate contractor shall at all times pay all franchise taxes and other taxes and assessments levied against it by the State of Texas and at all times maintain its corporate status and good standing according to the laws of the State of Texas.
- SP-18. ALTERNATE MATERIALS AND METHODS. Consistent with the intent and character of this project, the Contractor may request from the Engineer the substitution of materials or methods of construction which he believes will give equal results. The request shall be in writing and shall contain detailed information. The Engineer will consider such requests and shall give his answer in writing. The Engineer's judgement will be final and no reason for denial will be required except as may be offered by the Engineer. The Engineer may require additional information on which to make a judgement; in which case it shall be the entire responsibility of the Contractor to provide such information.
- SP-19. EXPECTED EARNINGS SCHEDULE. At the pre-construction conference for this project, the successful bidder shall submit to the City Engineer an "Expected Earnings Schedule". This table or chart shall show the amount of payment the contractor expects to receive from the City on this project each month until the project is completed. The table can be handwritten or typed. Though the contractor shall make his best effort in estimating these payments accurately, the schedule shall be used for estimating purposes only and shall not bind the City nor the Contractor to the listed payments. Payments, as usual, will be made upon actual work performed less the appropriate retainage.
- SP-20. PERFORMANCE, PAYMENT, AND MAINTENANCE BONDS. Surplus lines carriers under Article 1.14-2 of the Insurance Code are not eligible to act as sureties on performance, payment, and maintenance bonds.
- SP-21. RETAINAGE. Retainage is that part of the contract payment withheld by the City to secure performance of the contract.
- Retainage shall be withheld at the following rates:
- A. For any contract where the total contract price estimate at the time of execution of the contract is less than \$400,000 retainage shall be 10%.
 - B. For any contract where the total contract price estimate at the time of execution of the contract is greater than or equal to \$400,000 retainage shall be 5%.
- SP-22. MATERIAL ON HAND. Unless otherwise specified in a writing signed by the Owner prior to the bid opening for this project, the Owner will pay the Contractor for materials on hand for this project, subject to the provisions of this Contract. Such payment will be made only for materials stored on-site in a manner acceptable to the Owner. At a minimum, materials must be stored in a manner that prevents damage, theft, and vandalism. Additionally, payment will

be made only for materials for which the Contractor has supplied invoices to the Engineer that substantiate the amount paid for said materials.

- SP-23. INSPECTION. Contractor will be allowed to work prior to 8:00 a.m. and after 4:30 p.m. on weekdays, and may also elect to work on Saturdays. The City will provide an inspector at these times as necessary. The Contractor, however, will be required to reimburse the Marion County for the actual hours worked by the inspector outside of the regular 8:00 a.m. to 4:30 p.m. Monday through Friday hours. Such reimbursement will be made at a rate of \$25 per hour.
- SP-24. AS-BUILT DRAWINGS. The Contractor will provide the City, prior to final payment, one set of construction drawings red-lined to show any changes in actual construction.
- SP-25. FIREARMS PROHIBITED. Contractor agrees that Contractor, Contractor's officers, employees, agents, and representatives, shall not carry any firearms, including without limitation concealed handguns, while in the performance of this Contract and on City premises (including City rights-of-way, utility easements, or drainage easements) or when meeting with City officers or employees regarding this Contract. Contractor agrees that failure by Contractor to comply with this requirement shall constitute a substantial breach of this Contract, entitling City to all remedies under the law or this Contract for such breach, including without limitation the City's right to terminate this Contract for substantial nonperformance.
- SP-26. PREVAILING WAGE RATES. Contractor agrees to abide by the requirements of Texas Government Code Chapter 2258, entitled "Prevailing Wage Rates," as applicable. Contractor understands that a contractor or subcontractor subject to the requirements of that Chapter must pay the prevailing wage rates as set forth in this Contract. Any contractor or subcontractor who violates this requirement may be subject to penalties as provided in Chapter 2258, including but not limited to a penalty of \$60 for each worker employed for each calendar day or part of the day that the work is paid less than the wage rates stipulated in this Contract."
- SP-27. ALLOWANCE FOR MISCELLANEOUS EXTRA WORK: A discretionary allowance has been established in the Bid Proposal for extra work for which a method of payment, such as individual bid items, has not been established. This allowance is not intended to be used to procure payment for items specifically named as subsidiary to other bid items within the contract documents such as the subsurface conditions described in the General Provisions or Special Conditions.

Prior to initiating any item of extra work under the allowance bid item the Owner, Engineer, and Contractor shall agree as to the scope of extra work to be performed and the amount of payment to be made for the particular item of extra work under consideration. Expenditure of the allowance funds is at the sole discretion of the Owner. The allowance may be used in full or in part, as the Owner deems necessary. If no extra work is identified, and approved by the Owner, the allowance funds will not be expended.

CONSTRUCTION PLANS FOR KELLYVILLE COMMUNITY CENTER ROOF IMPROVEMENTS

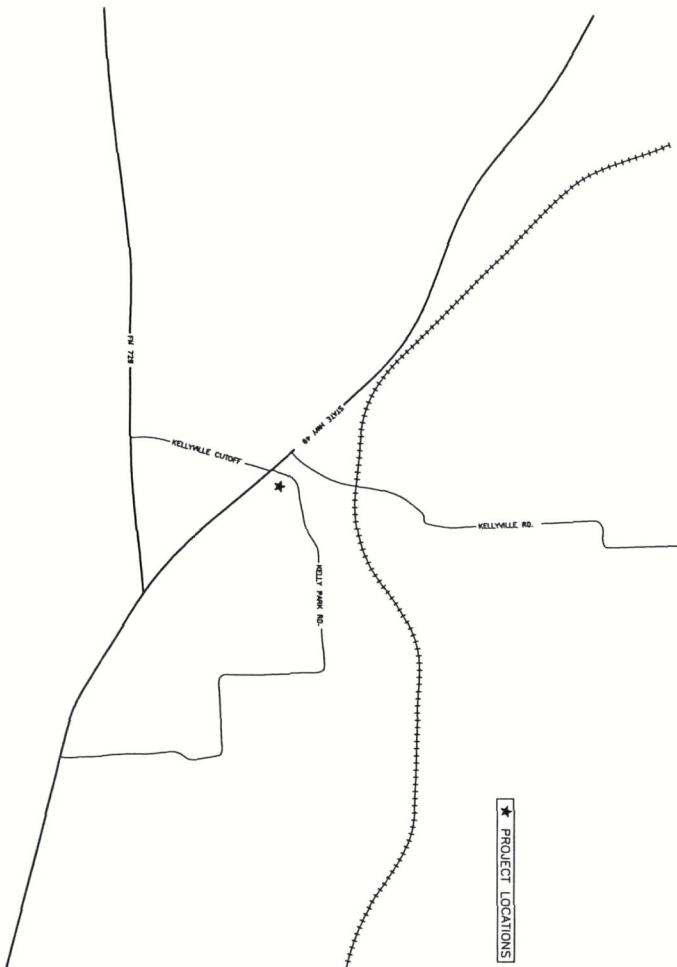
130 KELLY PARK ROAD, JEFFERSON
MARION COUNTY, TEXAS
SEPTEMBER 2024

SUBMITTED BY: DATE

DAVID B. WOOD, R.E., R.L.S.
WOOD ENGINEERING COMPANY, INC. DATE

KONNOR W. LAWRENCE, E.I.T.
WOOD ENGINEERING COMPANY, INC.

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CL1	COVER SHEET
CL2	EXISTING ROOF PLAN
CL3	PROPOSED TPO ROOF PLAN



Vicinity map
SCALE = 100'

WOOD ENGINEERING COMPANY, INC.
PROF. REGISTRATION NO.: 7-8354 & 101362-05
CIVIL-STRUCTURAL-SURVEYING
1810 JEFFERSON ROAD
SUITE 400
LUDOWIC, TEXAS 75601
(409) 234-1118 dwood@woodengr.com

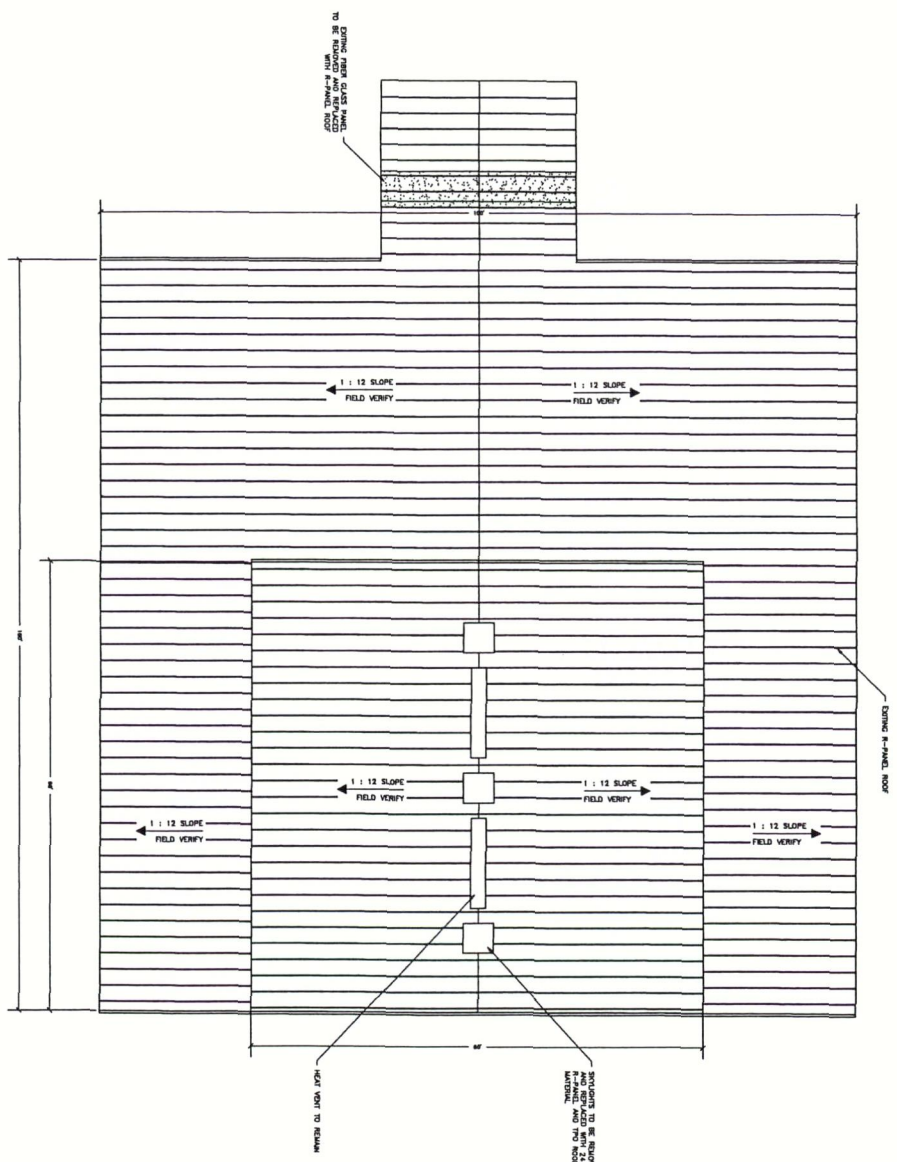
WOOD ENGINEERING COMPANY

- GENERAL CONSTRUCTION NOTES:**
1. ALL WORK IS TO CONFORM WITH LOCAL, STATE, AND NATIONAL CODES AS WELL.
 2. ALL MATERIALS SHALL BE NEW AND OF BEST QUALITY. ALL REPAIRS SHALL BE PERFORMED BY SKILLED WORKERS AND SHALL BE APPROVED BY THE ARCHITECT.
 3. EACH TRADE CONTRACTOR SHALL REMOVE AND/OR REPAIR ALL MATERIALS STORED ON THE SITE WHICH HAVE BEEN DAMAGED BY THE WORK.
 4. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
 5. CONTRACTOR TO NOTIFY ARCHITECT OF ANY DISCREPANCIES IN THE PLANS AND CONTACT THE ARCHITECT REGARDING ANY DISCREPANCIES.
 6. CONTRACTOR TO NOT SCALE THE DRAWINGS.
 7. IT IS THE RESPONSIBILITY OF THE ARCHITECT TO PROVIDE THE COMPLETE SET OF PLANS AND SPECIFICATIONS. THE ARCHITECT SHALL BE RESPONSIBLE FOR ANY OMISSIONS OR ERRORS IN THE PLANS OR SPECIFICATIONS.
 8. IT IS THE RESPONSIBILITY OF THE ARCHITECT TO PROVIDE ALL MATERIALS AND EQUIPMENT THAT ARE REQUIRED FOR THE WORK.
 9. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES THAT ARE NOT TO BE REMOVED OR DAMAGED.
 10. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC AREAS AT ALL TIMES.
 11. CONTRACTOR SHALL MAINTAIN ALL WORK MATERIALS AND EQUIPMENT IN THE WORK AREA AT ALL TIMES.
 12. THE CONTRACTOR SHALL MAINTAIN ALL TRAFFIC ACCORDING TO ALL APPLICABLE SAFETY REGULATIONS AND STANDARDS.
 13. THE CONTRACTOR SHALL MAINTAIN ALL RECORDS OF THE WORK AND PROVIDE THEM TO THE ARCHITECT UPON COMPLETION OF THE PROJECT.

ITEM BOX SPECIFICATIONS:

1. PRODUCTS
 - a. MANUFACTURER: ACCEPTABLE MANUFACTURERS: CARBIDE SYSTEMS, WHICH IS LOCATED AT P. O. BOX 7000, CARBIDE, PA 17012. TEL: 717-243-7000; FAX: 717-243-7001; E-MAIL: CARBIDE@CARBIDE.COM
 - a. SUBSTITUTIONS: NOT PERMITTED.
2. SCOPE / APPLICATION
 - a. ROOF SYSTEM: PROVIDE A WATERPROOF ROOF SYSTEM, CAPABLE OF WITHSTANDING UPLIFT FORCES AS REQUIRED BY APPLICABLE WIND LOADS AND DESIGN CRITERIA.
 - a. FLASHING: PROVIDE A WATERPROOF FLASHING SYSTEM AT ALL PENETRATIONS AND PARAPETS.
 - a. INSULATION: PROVIDE A ROOF INSULATION SYSTEM ACCORDING TO THE DESIGN REQUIREMENTS.
3. INSULATION
 - a. TYPE: POLYISOCYANURATE (PIR) INSULATION, 2" THICK, R-19.
 - a. COMPRESSION STRENGTH: SHALL BE 2.0 PSI (1.38 MPa).
 - a. DENSITY: 1.5 LB PER CU FT (24 KG/CU M).
 - a. FIRE RESISTANCE: SHALL BE CLASS 1, ACCORDING TO ASTM E 84.
 - a. OTHER: NONE.
 - a. CRITICAL JOINT THICKNESS: 1/2" MIN (13 MM).

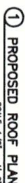
- NOTES:**
1. WHEN USING 1/2" OR 1" WIDE JOINT SHEETS, 6" WIDE FLASHING SHEETS ARE UNNEEDED.
 2. WHEN USING 1/2" WIDE JOINT SHEETS, 4" WIDE FLASHING SHEETS ARE UNNEEDED.
 3. WHEN USING 1" WIDE JOINT SHEETS, 6" WIDE FLASHING SHEETS ARE UNNEEDED.
 4. WHEN USING 1" WIDE JOINT SHEETS, 4" WIDE FLASHING SHEETS ARE UNNEEDED.
 5. REFER TO CARBIDE SPECIFICATIONS FOR REQUIRED NUMBER OF FLASHING SHEETS, SHEET WIDTH AND JOINTING FASTENING DETAIL.
 6. DOW LIPS DO NOT REQUIRE MECHANICAL FASTENING AND SHALL BE OVERLAPPED 2" MINIMUM.



① EXISTING ROOF PLAN
SCALE: 1/8" = 1'-0"

PLANS FOR REVIEW ONLY
These documents are intended for the use of the architect and engineer only. They are not to be used for construction, bidding, permit, or any other purpose without the written approval of the architect and engineer.

Designed: KWL	WOOD ENGINEERING COMPANY CIVIL - STRUCTURAL - SURVEYING FIRM REG. NO. F-8594 & 101362-00 1616 JUDSON ROAD SUITE 6-L LONGVIEW, TEXAS 75601 (903) 234-1118	KELLYVILLE COMMUNITY CENTER ROOF IMPROVEMENTS 130 KELLY PARK ROAD, JEFFERSON, MARION COUNTY, TEXAS	Scale: _____ Date: SEP 2024	Project No.: WEC 24-06017 Sheet: C2.1 OF 3
Checked: DRW		EXISTING ROOF PLAN	PLANS FOR REVIEW ONLY NOT APPROVED FOR RECORDING OR CONSTRUCTION USE	
Drawn: KWL				
Approved: _____				



Designed KWL
Checked DBW
Drawn KWL
Approved _____

KELLYVILLE COMMUNITY CENTER
ROOF IMPROVEMENTS
130 KELLY PARK ROAD, JEFFERSON
MARION COUNTY, TEXAS

PLANS FOR REVIEW ONLY
NOT APPROVED FOR
RECORDING OR
CONSTRUCTION USE

Scale
1/8" = 1'-0"

Date:
SEP 2024

Project No.:
WEC 24-06017

Sheet: C3.1 OF

Exhibit "H"

MARION COUNTY, TEXAS LATCF Revenue Carpet Quotes – District Courtroom			
PROJECT	Carpet for District Courtroom to improve acoustics		
Scope of Service/Item Description			
Provide carpet runners for District Courtroom to improve acoustics of the room			
Bid Received			
Vendor:	Perry's Hometown Flooring		\$5,142.25
Description:	Commercial carpet tiles, installed		
	Marshall, TX		
Vendor:	Patterson Floors		\$3,263.24
Description:	Dreamweaver surfside carpet, installed		
	Marshall, TX		
Vendor:	McWhiney & Markum LLC – Carpet One		\$4,116.59
Description:	Profusion, installed		
	Marshall, TX		

Verified that the successful quote was not excluded as a vendor per Sam.gov on:

(Insert Date)

Based on the contacts made concerning the scope of services/item description identified above and that the selected vendor is confirmed eligible to work on LATCF funded projects per SAM.gov on the date indicated above, the Marion County, Texas authorizes

Perry's Hometown Flooring \$5,142.25

Supplier(s) Name to begin to supply the item(s) for the quote price

Signature

Leward J LaFleur

Printed Name

Date

Marion County Judge

Title

2909 S. Washington Ave.
 Marshall, TX 75672 US
 (903) 930-5806
 4flooring@live.com
 www.perryshometownflooring.com

Perry's HOMETOWN FLOORING

Estimate

ADDRESS

Angela Smoak
 114 W Austin St.
 Jefferson, Texas 75657

ESTIMATE # 5690

DATE 08/07/2024

ACTIVITY	ACTIVITY	QTY	RATE	AMOUNT
Materials	Patcraft -Color your world - color swatches 00107 (48 sqft per box)	768	3.99	3,064.32
Labor:Labor/Carpet	to install carpet in court room			1,000.00
Materials	carpet tile glue 399	2	165.00	330.00
Labor:Labor/Carpet	to prep floor	697	0.35	243.95
Materials	ardex	2	26.99	53.98
Materials	carpet reducer	120	2.50	300.00
Freight		1	150.00	150.00

Feel free to call with any questions!

We do not offer any electrical or plumbing services.

Due to fluctuating material prices, estimates are good for 7 days from the date it was created.

A 50% down payment is required to secure your spot on our schedule.

TOTAL

\$5,142.25

We look forward to working with you!

Accepted By

Accepted Date

ES

Patterson Floors

302 MERZBACHER
Marshall Texas 75670
903-934-8785
903-934-9674-fax

INVOICE# 54702
DATE:

MARION COUNTY COURTHOUSE
114 W. AUSTIN ST
JEFFERSON TX. 75657
903-665-2611...ANGELA SMOAK

DESCRIPTION	QUANTITY	UNIT	AMOUNT
DREAMWEAVER SURFSIDE CARPET	732 FT	2.33 FT.	1705.56
INSTALL CARPET	732 FT.	.99 FT	742.68
PREP			100.00
ADHESIVE...	3 PAILS	45.00	135.00
TRIM EDGE...INSTALLED	140 FT.	3.25 FT.	455.00
SHIPPING			125.00
		SUBTOTAL	3263.24
		TAX	168.30
TOTAL			3431.54

Thank you for your business!

MCWHINEY & MARKUM, LLC
 CARPET ONE
 1206 E. END BLVD. S.
 MARSHALL, TX 75670
 Telephone: 903-938-1200 Fax: 903-935-6969

Page 1

ES400614

QUOTE

Sold To		Ship To	
MARION COUNTY COURTHOUSE 102 W AUSTIN ST JEFFERSON, TX 75657		COURT ROOM	
Quote Date	Tele #1	PO Number	Quote Number
07/01/24			ES400614

Inventory	Style/Item	Color/Description	Quantity Units	Price	Extension
00215	PROFUSION 26OZ	BUNDLE	840.00 SF	1.30	1,092.00
1000R	1000R	CARPET ADHESIVE	5.00 EA	80.31	401.55
38RP	GLUE DOWN CARPET EDGE	TRANSITION	14.00 EA	19.00	266.00
UZINC886	UZIN 886	SKIM AND REPAIR	3.00 EA	22.50	67.50
00	FREIGHT/DELIVERY		1.00 EA	150.00	150.00
00	INSTALLATION SVC		1.00 EA	2,139.54	2,139.54

NOTE

this quote includes sanding the concrete so the adhesive of the carpet can stick and not come loose.
 this does not include cove base the carpet will be cut close to the brick for a good finish if cove base is wanted please reach out before project starts and cove base will be added.

the rubber transition is the best option than to bind the carpet for the binding can come undone and will not last long.

— 07/09/24 —

Sales Representative(s):
 ESTEBAN FLORES

4:40PM —

Material:	1,827.05
Service:	2,289.54
Misc. Charges:	0.00
Sales Tax:	0.00
Misc. Tax:	0.00

QUOTE TOTAL: \$4,116.59

BUDGET LINE-ITEM TRANSFER

COMMISSIONERS COURT BY ORDER, MAY AMEND THE BUDGET TO TRANSFER AN AMOUNT BUDGETED FOR ONE ITEM TO ANOTHER BUDGETED ITEM WITHOUT AUTHORIZING AN EMERGENCY EXPENDITURE
LOCAL GOVERNMENT CODE 111.010(D)

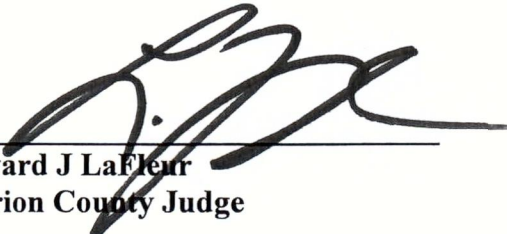
REQUESTED EXPENDITURE INCREASE TRANSFER

Fund- Department – Account	Description	Budget	Requested Inc/Decr	New Balance
45.517.4301	Da Forfeiture Supplies	\$ 3,000.00	(\$3,000.00)	\$0.00
45.780.4710	Transfer to General	\$ 0.00	\$3,000.00	\$ 3,000.00
50.517.4302	Pretrial Bond Forfeitures	\$ 3,693.00	(\$3,000.00)	\$ 693.00
50.780.4710	Transfer to General Fund	\$ 0.00	\$3,000.00	\$ 3,000.00
10.390.3945	Transfer from Da Forfeiture	\$ 0.00	\$3,000.00	\$ 3,000.00
10.390.3950	Transfer from Pretrial	\$ 0.00	\$3,000.00	\$ 3,000.00
10.507.4414	Civil Attorney Fees	\$40,000.00	(\$5,000.00)	\$35,000.00
10.517.4101	Salaries / Employees	\$66,768.00	\$9,000.00	\$75,768.00
10.517.4278	Employee Benefits	\$24,707.00	\$2,000.00	\$26,707.00

STATEMENT OF NEED:

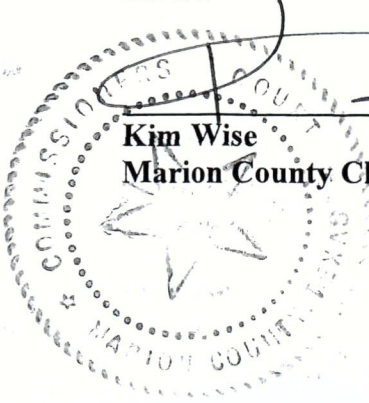
To hire newly elected District Attorney part time from October – December 2024 to start learning Marion County processes and reviewing cases load, etc.

Approved by Commissioners Court this 30th day of September 2024:


Leward J LaFleur
Marion County Judge

Attest:


Kim Wise
Marion County Clerk



Marion County is accepting applications for an Indigent Attorney as well as a conflict indigent attorney according to SB7. The applications are due by Friday, October 25, 2024. Please contact the county auditor by phone or e-mail for a notice of application and sample contract guidelines at 903-665-7240 or shanna.solomon@co.marion.tx.us. Also you can visit the county website at www.co.marion.tx.us and click on the bids tab. The application will be awarded in Commissioner's Court on Monday, November 25, 2024.

**Marion County
State of Texas**

Re: Notification of Application
For: Contract Indigent Defense Attorney & Conflict Indigent Defense Attorney
Period: January 1, 2025 – December 31, 2025

Sealed applications shall be submitted no later than:

Date/Time: **12:00 noon Friday, October 25, 2024**
Mark Envelopes: **Indigent Attorney Application.**

All applications are to be sent to County Auditor at 102 W Austin, Room 102, Jefferson, Texas 75657.

Marion County appreciates your time and effort in preparing an application (which consists of your resume and job qualifications). Please note that all applications must be received at the designated location by the deadline shown. Applications received after the deadline will not be considered for award of the contract. Applications will be awarded in Commissioners Court on Monday, November 25, 2024 at 9:00 am in the Marion County Courthouse Annex, Jefferson, Texas. You are invited to attend.

Applications may be withdrawn by the attorney at any time prior to the official opening, but must be withdrawn in person. Alterations may not be made to an application once submitted, but a new application may be submitted if the substitution occurs before the opening time. After the official opening, applications may not be amended or altered and may not be withdrawn without the approval of the District Judges.

Applications will be opened and reviewed by Judge Kopech, Judge Fowler, and Judge LaFleur. They will be evaluated on:

- (a) experience and qualifications of applicant;
- (b) applicant's past performance in representing defendants in criminal cases;
- (c) applicant's disciplinary history with the state bar;
- (d) applicant's ability to comply with the terms of the contract; and
- (e) cost of the services under the contract

Attorney shall be responsible for three different categories of cases in the County and District Courts System, which include appeals. Conflict attorney does not cover appeals.

- (a) Felonies
- (b) Misdemeanor
- (c) Juveniles

Exhibit "K"

Jack C. Brown Construction
 830 Fernbrook Lane
 Marshall, TX 75672 cell 903 263 9404

889596

Statement		DATE 9/12/24	TERMS
TO Cypress River Airport			
Cypress River Airport road			
Jefferson, TX			
IN ACCOUNT WITH			
smoothing old road bed crossing runway			
fixing drainage smoothing spot for airplane			
parking for Airshow			
Original bid		20,000	00
draw	4/29/24	10,000	00
balance		10,000	00
extra			
clean up brush piles & smooth area			
by fence that was moved		2400	00
extra			
disk & drag beside runway		1500	00
total		\$13,900	00
Thank you, Jackie Brown			
CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT

shanna solomon

From: Shanna Solomon <shanna@itoutsource.net>
 Sent: Tuesday, September 17, 2024 6:37 PM
 To: shanna solomon

Dec 29 2023

ITEM NO. 4SPECIAL PRESENTATION BY THE COUNTY JUDGE.

Presentation Only

ITEM NO. 5

ENTER INTO RECORD CONTINUING EDUCATION 2023 FOR KAREN G. JONES,
TAX ASSESSOR-COLLECTOR AS REQUIRED BY TEXAS TAX CODE SECTION
6.231(d).

No Action Taken
 Exhibit "A"

ITEM NO. 6

ORDER APPROVING THE DIRT WORK AT THE AIRPORT NOT TO EXCEED
\$22,000.00.

Motion by Lafleur, seconded by Ashley. All members present voted Aye. Motion carried 4-0.

ITEM NO. 7

PRESENTATION BY MARION COUNTY, AGRILIFE EXTENSION AGENT, DOUG
WEIR, REGARDING AGRICULTURE AND NATURAL RESOURCES, MARION
COUNTY YOUTH AGRICULTURE AND NATURAL RESOURCES, AND 2023 CEA
ANNUAL ACHIEVEMENT REPORT.

No Action Taken
 Exhibit "B"

ITEM NO. 8

ORDER TO RATIFY APPROVAL OF FY'24 REGIONAL EVALUATION SERVICES
FOR JUVENILES (RESEL) THROUGH FPCOG IN AID OF THE OFFICE OF
GOVERNOR GRANT NO SF 1541712 FROM SEPTEMBER 2023 - AUGUST 2024.
SIGNED BY OUR COUNTY JUDGE.

Motion by Ashley, seconded by Mettenbrimer. All members present voted Aye. Motion carried 4-0.
 Exhibit "C"

RCC03

MINUTES COMM...

\$22,000 Approved
 (10,000) pd 4/29/24

1200
 (13900) - New Invoice

1900 over approved
 amount

Sent from my iPhone



KEN PAXTON

ATTORNEY GENERAL of TEXAS

CHAPTER 59 ASSET FORFEITURE REPORT BY ATTORNEY REPRESENTING THE STATE

Agency Information

Agency Information

Agency Name: Marion County and
District Attorney

Agency Mailing Street:

102 W Austin, Room 201

City: Jefferson

ZIP: 75657

State: TX

County: Marion

Phone Number: (903) 665-2611

Agency Fiscal Beginning
Month: September

Agency Fiscal Ending Month: August

I. Seized Funds

Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.

Seized Funds Pursuant to Chapter 59

Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.

A) Beginning Seized Funds \$637.00
Balance:

B) Seizures During Reporting Period:

1) Amount seized by
employees of your agency: \$0.00

2) Amount seized by other agencies: \$0.00

C) Total Amount of Forfeiture
Petitions Filed for All Agencies You Represent: \$0.00

D) Total Amount of Forfeitures
Pending for All Agencies You Represent: \$0.00

E) Interest Earned on Seized
Funds During Reporting Period: \$0.00

F) Amount Returned to
Defendants/Respondents: \$0.00

G) Amount Transferred to
Forfeiture Account: \$0.00

H) Other Reconciliation Items
(Must provide detail in box below): \$0.00

Description:

I) Seized Funds Ending
Balance - This field will be
auto-calculated when you
SAVE or switch sections: \$637.00

Ending Balance-Mailed Form:

II. Forfeited Funds

Forfeited Funds and Other Court Awards Pursuant to Chapter 59

Funds awarded to your agency by the judicial system and which are available to spend.

A) Beginning Forfeited Funds
Balance: \$12,611.18

B) Amount Forfeited For All Agencies You Represent and Covered by Local Agreement

*Enter the total amount forfeited by all forfeiture judgments in your jurisdiction for the reporting year.
Do not include judgments that are not yet final due to appeal or motions for new trial.
Include interest that was forfeited as part of the judgment.*

1) Amount Forfeited and
Transferred to all Agencies \$0.00
Covered by Local Agreement:

2) Amount Forfeited and
Received by Your Agency: \$0.00

3) Total Amount Forfeited and
Transferred to all Agencies
Covered by Local Agreement - \$0.00
This field will be
auto-calculated when you hit
save or switch sections:

C) Interest Earned on Forfeited
Funds During Reporting \$0.00
Period:

D) Amount Awarded For All Agencies You Represent Pursuant to 59.022

Enter the total amount awarded by the court for costs, forfeitures and money judgments pursuant to Article 59.022

1) Amount Awarded and
Transferred to All Agencies \$0.00
Pursuant to 59.022:

2) Amount Awarded and
Received by your agency \$0.00
pursuant to 59.022:

3) Total Amount Awarded For
All Agencies You Represent
Pursuant to 59.022 - This field \$0.00
will be auto-calculated when
you hit Save or switch
sections:

E) Amount Awarded For All Agencies You Represent Pursuant to 59.023

Enter the total amount awarded by the court on lawsuits for proceeds filed pursuant to Article 59.023

1) Amount Awarded and
Transferred to All Agencies \$0.00
Pursuant to 59.023:

2) Amount Awarded and
Received By Your Agency \$0.00
Pursuant to 59.023:

3) Total Amount Awarded For

All Agencies You Represent
Pursuant to 59.023 - This field
will be auto-calculated when
you hit Save or switch
sections: \$0.00

F) Proceeds Received by Your
Agency From Sale of Forfeited
Property: \$0.00

G) Amount Returned to Crime
Victims: \$0.00

H) Other Reconciliation Items
(Must provide detail in box
below): \$0.00

Description:

I) Total Expenditures of
Forfeited Funds During
Reporting Period - This field
will be auto-calculated based
on your answers in the
Expenditures section: \$0.00

J) Forfeited Funds Ending
Balance (balance will be
automatically calculated after
expenditures are entered): \$12,611.18

Total Expenditures from Mailed
Form:

Ending Balance from Mailed
Form:

III. Other Property

Other Property

List the number of cases filed, pending, or disposed for each category. List as "pending" only cases where a petition was filed. List as "seized" only those seizures where a seizure is made by a peace officer employed by your agency. If

property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

A) Motor Vehicles (Include cars, motorcycles, tractor trailers, etc.)

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

- 1) Pending for all agencies at beginning of reporting period: 0
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 0
- 4) Forfeited to your agency during reporting period: 0
- 5) Put into service by your agency during reporting period: 0
- 6) Pending for all agencies at end of reporting period: 0

B) Real Property (Count each parcel seized as one item)

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

- 1) Pending for all agencies at beginning of reporting period: 0
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 0
- 4) Forfeited to your agency during reporting period: 0
- 5) Put into service by your agency during reporting period: 0
- 6) Pending for all agencies at end of reporting period: 0

C) Computers (Include computer and attached system components, such as printers and monitors, as one item)

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

- 1) Pending for all agencies at beginning of reporting period: 0
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 0
- 4) Forfeited to your agency during reporting period: 0

5) Put into service by your agency during reporting period: 0

6) Pending for all agencies at end of reporting period: 0

D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

1) Pending for all agencies at beginning of reporting period: 0

2) Seized by your agency during reporting period: 0

3) New petitions filed for all agencies during reporting period: 0

4) Forfeited to your agency during reporting period: 0

5) Put into service by your agency during reporting period: 0

6) Pending for all agencies at end of reporting period: 0

E) Other Property

To add a reporting box for each additional item to be itemized, click the "New Other Property DA" button. Please note - this should be a number not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc. For each line added, you need to hit the SAVE icon in the Action column.

Description	Pending For All Agencies (Beginning)	Seized By Your Agency	New Petitions Filed For All Agencies	Forfeited To Agency	Put Into Use by Agency	Pending For All Agencies (End)
-------------	--------------------------------------	-----------------------	--------------------------------------	---------------------	------------------------	--------------------------------

IV. Forfeited Property Received

Forfeited Property Received From Another Agency

Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

V. Forfeited Property Transferred/Loaned

Forfeited Property Transferred or Loaned From Another Agency

Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

VI. Expenditures: A - D

Expenditures

This category is for Chapter 59 expenditures SOLELY for the official purposes of the office of the attorney representing the state - not for expenditures made pursuant to your general budget. List the total amount expended for each of the categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A) Salaries

1) Increase of Salary, Expense
or Allowance for Employees \$0.00
(Salary Supplements):

2) Salary Budgeted Solely \$0.00
From Forfeited Funds:

3) Number of Employees Paid
Using Forfeiture Funds: 0

4) TOTAL SALARIES PAID
OUT OF CHAPTER 59
FUNDS - This field will be \$0.00
auto-calculated once you hit
save or switch sections:

Total Salaries from Mailed
Form:

B) Overtime

1) For Employees Budgeted by
Governing Body: \$0.00

2) For Employees Budgeted
Solely out of Forfeiture Funds: \$0.00

3) Number of Employees Paid
Using Forfeiture Funds: 0

4) TOTAL OVERTIME PAID
OUT OF CHAPTER 59
FUNDS - This field will be \$0.00
auto-calculated once you hit
save or switch sections:

Total Overtime from Mailed
Form:

C) Equipment

1) Vehicles: \$0.00

2) Computers: \$0.00

3) Firearms, Protective Body
Armor, Personal Equipment: \$0.00

4) Furniture: \$0.00

5) Software: \$0.00

6) Maintenance Costs: \$0.00

7) Uniforms: \$0.00

8) K9 Related Costs: \$0.00

9) Visual Aid Equipment for
Litigation: \$0.00

10) Other (Must provide detail
in box below): \$0.00

Description:

11) TOTAL EQUIPMENT
PURCHASED WITH

CHAPTER 59 FUNDS - This
field will be auto-calculated
once you hit save or switch
sections: \$0.00

Total Equipment from Mailed
Form:

D) Supplies

- 1) Office Supplies: \$0.00
- 2) Mobile Phone and Data
Account Fees: \$0.00
- 3) Internet: \$0.00
- 4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL SUPPLIES
PURCHASED WITH
CHAPTER 59 FUNDS - This
field will be auto-calculated
once you hit save or switch
sections: \$0.00

Total Supplies from Mailed
Form:

VI. Expenditures: F - G

F) Training

- 1) Fees (Conferences,
Seminars): \$0.00
- 2) Materials (Books, CDs,
Videos, etc.): \$0.00
- 3) Other (Must provide detail in
box below): \$0.00

Description:

4) TOTAL TRAINING PAID
OUT OF CHAPTER 59

FUNDS - This field will be auto-calculated once you hit save or switch sections: \$0.00

Total Training from Mailed Form:

G) Investigative Costs

- 1) Informant Costs: \$0.00
- 2) Buy Money: \$0.00
- 3) Lab Expenses: \$0.00
- 4) Other (Must provide detail in box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS - This field will be auto-calculated once you hit save or switch sections: \$0.00

Total Investigative Costs from Mailed Form:

VI. Expenditures: E

E) Travel

1) In State Travel

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00
- d) Incidental Expenses: \$0.00
- e) Total In State Travel - This field will be auto-calculated once you hit save or switch sections: \$0.00

Total In State Travel from
Mailed Form:

2) Out of State Travel

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00
- d) Incidental Expenses: \$0.00
- e) Total Out of State Travel: \$0.00

Total In State Travel from
Mailed Form:

3) Total Travel Paid Out of Chapter 59 Funds

Total Travel Paid Out of
Chapter 59 Funds - This field
will be auto-calculated once
you hit save or switch sections: \$0.00

Total Travel from Mailed Form:

VI. Expenditures: H - N

H) Prevention / Treatment Programs / Financial Assistance / Donation

- 1) Total Prevention/Treatment
Programs (pursuant to 59.06 (d-3(6), (h), (j)): \$0.00
- 2) Total Financial Assistance
(pursuant to Articles 59.06 (n) and (o)): \$0.00
- 3) Total Donations (pursuant to
Articles 59.06 (d-2)): \$0.00
- 4) TOTAL
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
(pursuant to Articles 59.06
(d-3(6)), (h), (j), (n), (o), (d-2)) - \$0.00

This field will be
auto-calculated once you hit
save or switch sections:

Total
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
from Mailed Form:

I) Facility Costs

- 1) Building Purchase: \$0.00
- 2) Lease Payments: \$0.00
- 3) Remodeling: \$0.00
- 4) Maintenance Costs: \$0.00
- 5) Utilities: \$0.00
- 6) Other (Must provide detail in
box below): \$0.00

Description:

7) TOTAL FACILITY COSTS
PAID OUT OF CHAPTER 59
FUNDS - This field will be \$0.00
auto-calculated once you hit
save or switch sections:

Total Investigative Costs from
Mailed Form:

J) Miscellaneous Fees

- 1) Court Costs: \$0.00
- 2) Filing Fees: \$0.00
- 3) Insurance: \$0.00
- 4) Witness Fees (including
travel and security): \$0.00
- 5) Audit Costs and Fees
(including audit preparation
and professional fees): \$0.00
- 6) State Bar Dues and Legal
Association Dues: \$0.00
- 7) Legal Library Supplies and
Access Fees: \$0.00
- 8) Other (Must provide detail in
box below): \$0.00

Description of Other Miscellaneous Fees:

9) TOTAL MISCELLANEOUS
FEES PAID OUT OF
CHAPTER 59 FUNDS - This
field will be auto-calculated
once you hit save or switch
sections: \$0.00

Total Miscellaneous Costs
from Mailed Form:

K) Paid to State Treasury / General Fund / Health & Human Services Commission/ Office of the Attorney General

1) Total paid to State Treasury
due to lack of local agreement
pursuant to 59.06 (a): \$0.00

2) Total paid to State Treasury
due to participating in task
force not established in
accordance with 59.06 (q)(1): \$0.00

3) Total paid to General Fund
pursuant to 59.06 (c-3) (C)
(Texas Department of Public
Safety only): \$0.00

4) Total forfeiture funds
transferred to the Health and
Human Services Commission
pursuant to 59.06 (p): \$0.00

5) Total paid to the Office of the
Attorney General pursuant to
59.06(k): \$0.00

6) TOTAL PAID TO STATE
TREASURY/ GENERAL
FUND/ HEALTH & HUMAN
SERVICES COMMISSION/
OFFICE OF THE ATTORNEY
GENERAL OUT OF
CHAPTER 59 FUNDS - This
field will be auto-calculated
once you hit save or switch
sections: \$0.00

Total Paid to State
Treasury/General fund/ Health
& Human Services
Commission from Mailed
Form:

L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement

TOTAL PAID TO

COOPERATING \$0.00
 AGENCY(IES) PURSUANT
 TO LOCAL AGREEMENT:

M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories

TOTAL OTHER EXPENSES
 PAID OUT OF CHAPTER 59
 FUNDS WHICH ARE NOT
 ACCOUNTED FOR IN \$0.00
 PREVIOUS CATEGORIES
 (Must provide detail in box
 below):

Description:

N) Total Expenditures

TOTAL EXPENDITURES -
 This field will be \$0.00
 auto-calculated once you hit
 save or switch sections:

Total Expenditures from Mailed
 Form:

Financial Professional Certification

After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.

Financial Professional
 Acknowledge Terms: Yes

Typed Name of
 Auditor/Treasurer/Accounting Professional/Preparer:: Shanna Solomon

Title: County Auditor

Additional Signature Instructions

If you would like to have additional financial professional signatures, please click the "New Financial Professional Signature" button below.

Signature

Title

Date

Head of Agency Certification

After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

Do you acknowledge the
above terms: : Yes

Year: 2024

NAME: Angela Smoak

TITLE: County Attorney

DATE: 9/25/2024

Comments:

SAVNS MAINTENANCE GRANT CONTRACT**OAG Contract No. C-01759**

This contract ("Grant Contract") is executed between the Office of the Attorney General (OAG) and Marion County (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this Grant Contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities"), including GRANTEE, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor certified by the OAG.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services ("SAVNS Services"). The initial term of the OAG Vendor Certification and Service Agreement ("OAG Certification Agreement") is/was from September 1, 2019, to August 31, 2020 ("Initial Term"). On August 28, 2024, OAG renewed the OAG Certification Agreement with the renewal term to begin on September 1, 2024, and end on August 31, 2025 ("Fifth Renewal Term"). The vendor certified to provide the services is Appriss Insights, LLC, ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

SECTION 2. TERM OF THE CONTRACT

This Grant Contract shall begin on September 1, 2024, and shall terminate August 31, 2025, unless it is terminated earlier in accordance with another provision of this Grant Contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Participating Entity Service Contract. GRANTEE shall execute a Service Agreement with the Certified Vendor to provide services consistent with, and subject to the limitations contained in, the OAG Certification Agreement and documents incorporated therein.

Specifically, the Participating Entity Service Contract attached hereto as Exhibit B shall be used by GRANTEE in entering into a contractual relationship with the Certified Vendor. All grant funds provided under this Grant Contract shall be conditioned on the GRANTEE's use of the exemplar Participating Entity Service Contract, as attached hereto, and in addition to any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Participating Entity Service Contract or to any executed Participating Entity Service Contract between GRANTEE and the Certified Vendor, except as specifically authorized within this Grant Contract in Section 3.1.1 below, as otherwise separately authorized by the OAG in writing, or to accomplish an amendment, renewal, or extension made or otherwise exercised by GRANTEE pursuant to Section 1 therein. Notwithstanding the foregoing, GRANTEE is encouraged to negotiate and include additional terms and conditions individually tailored to meet the GRANTEE's unique needs related to the SAVNS program, only to the extent any such additional terms and conditions do not limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached hereto as Exhibit B.

3.1.1 Authorized Modifications to the Participating Entity Service Agreement. GRANTEE is hereby authorized, without additional approval of the OAG, to include additional terms, conditions, or requirements related to the following sections of the Participating Entity Service Agreement as attached hereto as Exhibit B:

- a. Section 6 Additional Services: GRANTEE may require, negotiate, and include additional terms or conditions relating to the mutual agreement, provision, and payment for Additional Services that do not otherwise modify, impact, or limit the services required under the exemplar Participating Entity Service Agreement;
- b. Section 7.1 Performance Reports: GRANTEE may require reports relating to the performance standards and requirements of the SAVNS system under the exemplar Participating Entity Service Agreement;
- c. Section 7.2 Performance Remedies: GRANTEE may require additional terms or conditions relating to the calculation and withholding mechanism for Certified Vendor's failure to meet its performance requirements under the exemplar Participating Entity Service Agreement;
- d. Sections 9.2(a) and 9.2(b)(iii) Standard of Care: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- e. Sections 9.3(b), 9.3(c), and 9.3(d) Information Security: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- f. Section 9.4(b)(iv) Security Breach Procedures: GRANTEE may require

- Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- g. Section 9.5 Oversight of Security Compliance: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
 - h. Section 10.4 Exclusions: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
 - i. Section 12.1 Limitation of Liability: The Certified Vendor may request a limitation of liability to be included. It is incumbent on the GRANTEE to determine if the proposed limitation is sufficient, permissible under applicable state and local law, and whether or not to include and incorporate such limitation into the Participating Entity Service Agreement;
 - j. Section 12.2 Indemnification: GRANTEE may require, negotiate, and include additional or alternative indemnification provisions, to the extent such provisions are permissible under applicable state and local law, either in addition to or in lieu of those included within the Participating Entity Service Agreement; and
 - k. Section 14.5 Dispute Resolution: GRANTEE may require specific dispute resolution provisions compliant with its local laws, regulations, and other policies applicable to the GRANTEE.

3.1.2 Executed Copy of Financial Participating Entity Service Contract Required.

GRANTEE is hereby placed on immediate financial hold, consistent with Section 9.2 of this Grant Contract, and will remain on financial hold until OAG receives an executed copy of the Participating Service Contract along with any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein in accordance with and as required by this section. To the extent the executed Participating Entity Service Contract includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Service Contract in accordance with and as required by this section and consistent with the exemplar Participating Entity Service Contract as attached here as Exhibit B.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a “Maintenance Plan.” The Maintenance Plan, at a minimum, will be designed to accomplish the following: make

available offender information that is timely, accurate, and relevant to support the SAVNS Services; verify the Certified Vendor's performance according to the Participating Entity Service Contract; satisfactorily discharge GRANTEE's obligations as described in the Participating Entity Service Contract; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Participating Entity Service Contract.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor, and verify the performances required of the Certified Vendor as provided in the Participating Entity Service Contract as well as this Grant Contract. GRANTEE will execute a Participating Entity Service Contract with the Certified Vendor for the term of this Grant Contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and on a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE, and the other Statewide Stakeholders in the overall monitoring, inspection, and verification of the Certified Vendor's performances.

3.5 Scope of Services. For the purpose of this Grant Contract, the requirements, duties, and obligations contained in Section 3 of this Grant Contract are collectively referred to as the "Scope of Services." As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

3.6 Special Conditions. The OAG may, at its sole discretion, impose additional requirements not specifically provided for in this Grant Contract based on a need for information, ("Special Conditions") on GRANTEE, without notice and without amending this Grant Contract. The OAG, at its sole discretion, may supplement, amend, or adjust the Special Conditions of this Grant Contract. The imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all Special Conditions are satisfied.

3.7 Appriss Insights, LLC, Victim Information and Notification Everyday (VINE) Training. GRANTEE shall complete VINE training and verify completion of the training program to the OAG prior to requesting reimbursement. No reimbursements will be processed until GRANTEE has verified completion by submitting a training certificate to the OAG.

3.8 VineWatch Enrollment. The OAG's certified vendor uses the VineWatch system as the database for victim notifications in Texas. GRANTEE must register applicable staff in the VineWatch online notification system to maintain GRANTEE data and continuation of

notifications. There must be at least one individual registered as an Agency Administrator and an Emergency Operations Person to contact in case of outages or other issues. If registered staff leave employment with GRANTEE or transfer to a non-SAVNS related position, GRANTEE must provide information for a new individual for VineWatch registration to the OAG within five business days of the former staff member's departure or transfer.

3.9 VineWatch Review and Monitoring. GRANTEE must review offender information in the VineWatch system annually to ensure information in the system is accurate and current. If GRANTEE also has their district or county court enrolled in the SAVNS program, cases uploaded to VineWatch must also be reviewed once a year to prohibited information is not maintained in the system. GRANTEE must work with the SAVNS vendor to remove inaccurate or prohibited information in a timely manner after initial discovery. If requested by the OAG, GRANTEE must show documentation that the check has been conducted, and if issues were discovered, documentation of resolution of issues with the SAVNS vendor.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG all applicable reports and forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. Such notice shall be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change. A change in GRANTEE's name requires an amendment to the Grant Contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with actual authority to act on behalf of GRANTEE. To change the grant contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its

governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures to ensure the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and other applicable requirements; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this Grant Contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles or other recognized accounting principle.

4.1.5 Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.1.6 Public Information Act. Information, documentation, and other material in connection with this Grant Contract or the underlying grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with OAG, the State of Texas, or any state agency pursuant to the Grant Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to OAG, the State of Texas, or any state agency.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports to the extent requested by OAG, in a format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the Certified Vendor, or the GRANTEE varies from the projected performance thereof as provided in the

Maintenance Plan required by Section 3.2 hereunder. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.2.4 “Problem Log.” GRANTEE shall establish a “Problem Log” that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem, and when the problem was resolved. GRANTEE shall provide OAG with any and all Problem Logs at OAG’s request.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this Grant Contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Quarterly Requests for Reimbursement. OAG grant funds will be paid on a cost-reimbursement basis no more frequently than quarterly pursuant to the process below. The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the term of this Grant Contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination or expiration of this Grant Contract. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this Grant Contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this Grant Contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

a. GRANTEE shall submit a request for reimbursement to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The four quarters for each fiscal year covered by the term of this Grant Contract end respectively on November 30, February 28, May 31, and August 31.

b. GRANTEE shall include a verification with its request for reimbursement stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter and incurred the actual and allowable allocable costs for which GRANTEE seeks reimbursement.

c. If GRANTEE does not submit the required request for reimbursement and verification to the OAG within twenty (20) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the Grant Contract on financial hold or terminating the Grant Contract. If an OAG Grant Contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

4.3.3 Limited Pre-Reimbursement Funding to GRANTEE. Notwithstanding Section 4.3.2 above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

- a. A fully executed Participating Entity Services Agreement with the Certified Vendor for the time period covered by this Grant Contract;
- b. An invoice from the Certified Vendor which includes the dates covered under this Grant Contract;
- c. A completed OAG form "Verification of Continuing Production Record" which shall be provided by the OAG upon request;
- d. An invoice to the OAG that complies with the requirements of the OAG; and
- e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

4.3.4 Fiscal Year End Required Reports. GRANTEE shall submit fiscal year-end required reports that shall be received by the OAG on or before September 20 of each year covered by the term of this Grant Contract. The year-end reports shall include the following:

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- b. **Equipment Inventory Report.** To the extent the purchase of equipment is authorized under this grant and GRANTEE purchases equipment with grant funds. GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

4.3.5 Annual Independent Financial Audit Report.

GRANTEES that are required to undergo a Single Audit must complete and submit the Single Audit of the complete program and/or organization and management letter of the audit findings within nine months of the end of the fiscal year of the agency. The audit will meet Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR

200 and Texas Grant Management Standards (TxGMS) requirements. GRANTEES whose expenditures require the completion of a Single Audit, must submit a Single Audit to the OAG, an Annual Independent Financial Audit will not satisfy the audit requirement. GRANTEES that are required to undergo an Annual Independent Financial Audit by statute, regulation, or organizational policy must submit the Annual Financial Audit of the complete program and/or organization and management letter of the audit findings if requested by the OAG. GRANTEES who do not meet the expenditure threshold of the Single Audit and are not required by statute, regulation, or organizational policy to complete an Annual Audit, are not required to submit an Annual Audit to the OAG.

4.3.6 Close Out Invoice GRANTEE shall submit a final invoice not later than twenty (20) days after the earlier of (1) the termination of this Grant Contract; or (2) the end of each state fiscal year covered by the term of this Grant Contract.

4.3.7 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this Grant Contract has occurred, such as payments made inadvertently, pre-reimbursement payments that were not expended, or payments made but later determined not to be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment from any amount owed as a reimbursement under this Grant Contract, or may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct any amount. GRANTEE and/or the Certified Vendor shall promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request; however, as between the OAG and GRANTEE title for equipment will remain with GRANTEE.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this Grant Contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to, the equipment purchased under this Grant Contract, it shall use the proceeds to repair or replace said equipment.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies

of reimbursement vouchers.

4.3.10 Debts and Delinquencies. GRANTEE agrees that any payments due under the Grant Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

4.4 Notification of Change in Jail Management System and/or Court Management System. GRANTEE shall submit written notice to the OAG of any change in the following: Jail Management System and/or Court Management System Vendor, Jail Management System and/or Court Management System software or version of software, or any change in the hardware supporting these systems (router, hard drive, etc.) that may impact the transference of data to the SAVNS Vendor. Such notice for change in management vendors or software shall be provided at least sixty (60) days in advance of such change. Notice of change in hardware supporting the systems must occur as soon as possible after the issue occurred that caused the need for replacement but prior to replacement.

4.5 Compromising Matters

4.5.1 Reporting of Suspected Fraud, Waste, Abuse to the OAG. GRANTEE agrees to notify the OAG of suspected Fraud, Waste, Abuse of grant funds within five business days of discovery. Failure to report in the required timeframe may result in contract termination.

4.5.2 Reporting of Phishing, Hacking, or Compromised Computer Systems. GRANTEE agrees to notify the OAG of any Phishing, Hacking, or any other related activity that resulted in loss of funds, or compromised banking information, within five business days of discovery. Failure to report in the required timeframe may result in contract termination.

SECTION 5. OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this Grant Contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this Grant Contract executed between OAG and GRANTEE.

5.3 Payment of Authorized Costs. The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this Grant Contract. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

Notwithstanding the foregoing, should GRANTEE wish to alter the scope of the grant or change

the goals of the grant by adding or eliminating goals which were included in the GRANTEE's final "Scope of Services" included in Section 3 above, such alteration or change may only be achieved by a written, duly executed amendment to this Grant Contract.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Grant Contract. The OAG and GRANTEE agree that any act, action or representation by either Party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this Grant Contract is first executed. GRANTEE agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this Grant Contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this Grant Contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this Grant Contract. **GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not appropriated the funds, or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this Grant Contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this Grant Contract, without recourse, liability or penalty, upon providing written notice to the other Party thirty (30) calendar days before the effective date of such termination.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions, and provisions of this contract, or if the OAG receives financial reporting which indicates high financial risk, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination for Failure to Maintain Financial Viability. The OAG may terminate the contract if, in its sole discretion, the OAG has a good faith belief that GRANTEE no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the contract.

6.4 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Contract.

Termination of this Grant Contract for any reason or expiration of this Grant Contract shall not release the Parties from any liability or obligation set forth in this Grant Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Grant Contract: Sections 4, 5, 7, 11, and 12.

6.5 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this Grant Contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this Grant Contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this Grant Contract.

6.6 Notices to Certified Vendor. Any termination of this Grant Contract will also be forwarded by the terminating Party to the Certified Vendor.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this Grant Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Grant Contract.

7.2 Records Retention. GRANTEE shall maintain and retain records for a period of seven (7) years after the Grant Contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Grant Contract or documents are resolved. The records include, but may not be limited to, the Grant Contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under the Grant Contract, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered. OAG may, at its discretion, direct GRANTEE to retain documents for a longer period of time or transfer certain grant records to OAG custody when it is determined the records possess longer term retention value. GRANTEE must include the substance of this clause in all subcontracts.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and verify contractually required performances and

to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or through a subcontract under this Grant Contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this Grant Contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, and office-related equipment and duplicating services as OAG or its designees may reasonably

require to perform the audits described in this Grant Contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate the proper methods for the delivery of information to the OAG by GRANTEE. The OAG generally requires submission of information via email. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this Grant Contract including but not limited to semi-annual statistical reports, annual performance reports, financial status reports, requests for reimbursement, Annual Compiled Financial Statement Report, and any other reports, notices or information must be submitted in the manner directed by the OAG. The manner of delivery may be subject to change during the term of the Grant Contract, in the sole discretion of the OAG.

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this Grant Contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this Grant Contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information, indicators of financial risk, or reports of conflict of interest or potential/actual fraud, waste, and abuse, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this Grant Contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, GRANTEE remains responsible for complying with the Grant Contract terms and conditions. Corrective action plans, financial hold, and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this Grant Contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this Grant Contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement applies.

10.2 Uniform Grant Management Act, TxGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies including Texas Government Code, Chapter 783, and the Texas Grant Management Standards (TxGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with TxGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE represents and warrants that performance under the Grant Contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. Further, GRANTEE represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change

during the course of the Grant Contract or grant, GRANTEE shall promptly notify the OAG. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract.

10.5 Does Not Boycott Israel. To the extent required by Texas Government Code Section 2271.002, GRANTEE represents and warrants, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this Grant Contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Sec. 808.001(1).

10.6 Law Enforcement Funding. To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01 of the General Appropriations Act for the term covered by this Grant Contract, funds may only be expended under this Grant Contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law Enforcement has certified that GRANTEE is in the process of achieving compliance.

10.7 Restriction on Abortion Funding. GRANTEE acknowledges that, under article IX, section 6.24 of the General Appropriations Act for the term covered by this Grant Contract, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, or partner of, or part of any joint venture or joint enterprise with the OAG or the State of Texas.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of

GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. TO THE EXTENT PERMISSIBLE UNDER THE TEXAS CONSTITUTION AND LAWS PROMULGATED THEREUNDER, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS OAG AND THE STATE OF TEXAS, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OAG. OAG AND GRANTEE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, social media posting, public service announcement, or public service disclosure relating to this Grant Contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed or produced out of funds obtained under this Grant Contract, subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. GRANTEE hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at

no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this Grant Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, GRANTEE shall promptly bring such refusal to the attention of the OAG Program Manager for the Grant Contract and not proceed with the agreement in question without further authorization from the OAG.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this Grant Contract is considered program income. Unless otherwise required under the terms of this Grant Contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this Grant Contract term; program income not expended in this Grant Contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this Grant Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Grant Contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this Grant Contract without the prior written approval of the OAG. OAG shall maintain the complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this Grant Contract, and the OAG may withhold its approval for any reason or no reason. In the event OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Grant Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this Grant Contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this Grant Contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue.

This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the OAG.

GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue of the suit, action or proceeding.

11.11 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this Grant Contract who will be working on any matter covered by this Grant Contract.

11.12 No Use of Grant Money for Lobbying. GRANTEE shall not use any grant funds provided by OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office. GRANTEE represents and warrants that OAG'S payments to GRANTEE and GRANTEE'S receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

11.13 Dispute Resolution Process. The dispute resolution process provided for in Chapter 2009 of the Texas Government Code shall be used to resolve any dispute arising under this Grant Contract including specifically any alleged breach of the Contract by OAG.

11.14 Child Support Obligation Affirmation. GRANTEE represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

11.15 Excluded Parties. GRANTEE certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

11.16 Executive Head of a State Agency Affirmation. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, GRANTEE certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of the OAG, (3) a person who employs a current or former executive head of the OAG.

11.17 Political Polling Prohibition. GRANTEE represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

11.18 Financial Participation Prohibited Affirmation. Under Section 2155.004(b) of the Texas Government Code, GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that the contract may be terminated and all payments withheld if this certification is inaccurate.

11.19 Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.

11.20 Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.

11.21 Cybersecurity Training Program. All GRANTEES must complete a cybersecurity training. If the GRANTEE is a local unit of government, GRANTEE represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If the GRANTEE has access to any state computer system or database, GRANTEE shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with Section 2054.5192 of the Government Code.

11.22 Debarment and Suspension. GRANTEE certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

11.23 Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations. GRANTEE represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

11.24 Legal Authority. GRANTEE represents that it possesses legal authority to enter into this Grant Contract. A resolution, motion or similar action has been duly adopted or passed as an official act of the GRANTEE'S governing body, authorizing the execution of the Grant Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of GRANTEE to act in connection with the Grant Contract and to provide such additional information as may be required.

11.25 Limitations on Grants to Units of Local Government. GRANTEE acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- a. Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- b. Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- c. Sections 2113.012 and 2113.101 of the Texas Government Code

11.26 Open Meetings. If the GRANTEE is a governmental entity, GRANTEE represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

11.27 COVID-19 Documentation. Pursuant to Texas Health and Safety Code, Section 161.0085(c), a business in this state may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. To the extent applicable, Grantee represents and warrants that it is in compliance with Texas Health and Safety Code, Section 161.0085 and is eligible, pursuant to that section, to receive a grant or otherwise enter into a contract payable with state funds.

11.28 Public Camping Ban. GRANTEE certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code § 364.003. If GRANTEE is currently being sued under the provisions of Local Government Code § 364.003, or is sued under this section at any point during the duration of this grant, GRANTEE must immediately disclose the lawsuit and its current posture to the OAG.

11.29 Disaster Recovery Plan. Upon request of OAG, GRANTEE shall provide the descriptions of its business continuity and disaster recovery plans.

11.30 Discrimination Prohibited. To the extent applicable, in accordance with Section 2105.004 of the Texas Government Code, GRANTEE represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

11.31 Force Majeure. Neither GRANTEE nor OAG shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, epidemics or pandemics, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this Grant Contract. To the extent the terms and conditions of this Grant Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Contract.

12.2 Entire Agreement, including All Exhibits. This Grant Contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits.

12.3 Amendment. This Grant Contract shall not be modified or amended except in writing, signed by both Parties. Any properly executed amendment of this Grant Contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. It is the intent and agreement of the Parties to this Grant Contract that the resulting Grant Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves

the same objective. All other provisions of the Grant Contract will continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Grant Contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Grant Contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Grant Contract only in their official capacity.

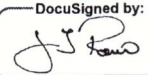
12.7 Signature Authority. The undersigned Parties represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective Parties.

12.8 False Statements. GRANTEE agrees and acknowledges that if GRANTEE signs the Grant Contract with a false statement or it is subsequently determined that GRANTEE has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Grant Contract, or any documents submitted in connection with the Grant Contract, then GRANTEE will be in default under the Grant Contract and OAG may terminate or void the Grant Contract.

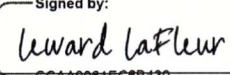
IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT.

**OFFICE OF THE ATTORNEY
GENERAL**

Marion County

DocuSigned by:

F33DA093DEBC4E9...

Printed Name: Josh Reno
Office of the Attorney General

Signed by:

CCAA9961EC6B430...

Printed Name: Leward LaFleur
Authorized Official

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-01759

EXHIBIT A

Population Size: Small

The total liability of the OAG for any type of liability directly or indirectly arising out of this Grant Contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this Grant Contract or arising out of any performance herein shall not exceed the following:

Annual Cost for Jail	Annual Cost for Courts	MAXIMUM REIMBURSABLE COSTS
\$5,935.12	\$1,046.78	\$6,981.90

The annual costs listed above will be billed by the Vendor on a quarterly basis pursuant to the terms of Participating entity Service Agreement (Exhibit B). The OAG is not obligated to pay for services prior to the commencement or after the termination of this Grant Contract.

FIFTH CONTRACT RENEWAL
PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE
STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)

Contract No. 20222344900-440-01

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities");

WHEREAS OAG certified and contracted with **Appriss Insights, LLC**. ("Vendor") as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement");

WHEREAS Marion County as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. 20222344900-440-01 under which VENDOR would provide SAVNS to Marion County (the "Contract");

WHEREAS SECTION 1 of the Contract permitted the Marion County to, in its sole and absolute discretion, renew the Contract to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG amended the OAG Certification Agreement, extending the term thereof to August 31, 2025;

NOW, THEREFORE, THIS **FIFTH CONTRACT RENEWAL** is exercised by Marion County as follows:

The Contract terminated on August 31, 2023, and was renewed through August 31, 2024. The Contract is hereby renewed, with this Fifth Contract Renewal Term ("Fifth Renewal Term") to begin on September 1, 2024 and end of August 31, 2025 at a cost up to \$6,981.90 for services during the Fifth Renewal Term. Pursuant to Section 1 of the Contract, this Fifth Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

Marion County by:

Signature

Leward J LaFleur

Name

September 30, 2024

Date

Marion County Judge

Title

Acknowledged by Appriss Insights, LLC.



Signature

Jarrod Carnahan

Name

9-24-2024

Date

VP, Government and Victim Services

Title

Exhibit "O"

STATE OF TEXAS

COUNTY OF MARION

SUB-LEASE

PROPERTY: .30-acre tract, including improvements, located at 8849 FM 729, Avinger, Texas, more particularly described in "Exhibit A" to the original lease.

PARTIES TO SUB-LEASE:

Marion County, Texas
County Judge Leward J. LaFleur
102 W. Austin Street
Jefferson, Texas 75657

Friends of Lake O' The Pines
Kristi Thomas, President
2019 FM 726
Jefferson, Texas 75657

PARTIES TO ORIGINAL LEASE:

Marion County, Texas (original Sublessee – Mims Volunteer Fire Department)

U.S. Army Corps of Engineers

Original Lease Number: DACW63-1-13-0842

Original Lease Date: August 13, 2013

Original Lease Term: Five years with four (4) five (5) year options, but revocable at will by the Secretary of the Army.

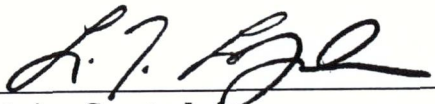
THIS SUB-LEASE INCORPORATES BY REFERENCE IN ITS ENTIRETY THE TERMS OF THE ORIGINAL LEASE (DACW63-1-13-0842). SUBLESSEE AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF THE ORIGINAL LEASE AND, BY AGREEING, ACKNOWLEDGES THAT THE FEDERAL GOVERNMENT IS THE LESSOR OF THE ORIGINAL LEASE.

TERM: One year beginning August 1st, 2024 and ending July 31st, 2025 with the option to renew yearly.

UTILITIES: Friends of Lake O' The Pines shall be responsible for utilities.

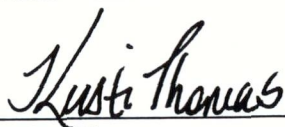
PROPERTY AND LIABILITY INSURANCE: Marion County shall continue to be responsible for this insurance.

THIS SUBLEASE, is also executed by the lessor in the original lease on this the 1st day of October, 2024.



Marion County Judge
Leward J. LaFleur

THIS SUBLEASE is also executed by the Sublessee on this the 30th day of September, 2024.



Kristi Thomas
President of Friends of the Lake O' The Pines

102 West Austin Street, Suite 205
Jefferson, Texas 75657



(903) 665-3261
Fax (903) 665-8732

Hon. Leward J. LaFleur
Marion County Judge

September 9, 2024

Department of the Army
Fort Worth District, Corps of Engineers
P.O. Box 17300
Fort Worth, Texas 76102-0300
ATTN: Jennifer A. Brady, CIV USARMY CESWF (USA)

RE: Lake O' the Pines, Texas; Renewal of Lease DACW63-1-13-0842

Dear Ms. Brady,

The Marion County Commissioners Court would like to exercise the 2nd option for Lease No. DACW63-1-13-0842, for the operation and maintenance of Mims Volunteer Fire Department building near Johnson Creek Park entrance at Lake O' The Pines, Texas for a period of five (5) years beginning August 1, 2023 and ending July 31, 2028, with two (2), five (5) year options remaining, allowing Friends of LOP one (1) year free lease beginning August 1, 2024 and ending July 31, 2025, with option of renewing.

After a thorough review, we find the proposed Use Plan from Friends of LOP to be in alignment with the county's regulations and objectives for the property. The county supports the intended use of the building as outlined in the plan. Please consider this letter as official documentation of the county's approval.

Should you require any further information or have any questions, please do not hesitate to contact me. Thank you for your attention to this matter.

Sincerely,

Leward J. LaFleur
County Judge
Marion County, Texas

Sandra Wright

From: LOTP Friends <info@friendsofotp.com>
Sent: Monday, September 09, 2024 10:19 AM
To: Brady, Jennifer A (Jenny) CIV USARMY CESWF (USA); Cody Berry; Russell, Renee M CIV USARMY CESWF (USA); jrashley1956@gmail.com; Sandra Wright
Cc: mtb_becky@yahoo.com; Karla Garcia
Subject: Sublease Agreement Option for Lease No. DACW63-1-13-0842

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning, All,

In response to the proposed revised sublease agreement 2nd option for Lease No. DACW63-1-13-0842, beginning August 1, 2024 to July 31, 2025 with Marion County and Friends of Lake O' the Pines 501(C) 3 organization, we submit the following one-year Use Plan:

We plan to use the Fire Station building to promote water safety in alignment with USACE objectives, as a meeting place for upcoming volunteer projects with USACE to further both recreational, educational, and beautification goals for Lake O' the Pines and as a headquarters for our Friends group in pursuit of projects that will benefit the lake. As previously agreed, we will pay the utilities, and Marion County will pay the insurance for the sublease term. We will maintain the building in "as good" or "better" condition for the life of the sublease, and there are no plans for additions or modifications to the original structure.

We hope that this item will be placed on the Commissioner's Court agenda for 9/30/24, and I will plan to be there to sign documents pertaining to the sublease if it is approved. Please let me know of any changes or additional information that may be needed in order to facilitate this process, and thank you all again.

Kristi Thomas
Friends of Lake O' the Pines
Ph. 903-926-0203

September 9, 2024

Subject: Marion County's Use Plan for the Mims Volunteer Fire Department building, in which the county is subleasing to Friends of Lake O' The Pines.

The Use Plan includes the following key elements:

Site Location and Description: The building is located near Johnson Creek Park entrance at Lake O' The Pines, Texas and is currently owned by Marion County.

Community Impact: Friends of Lake O' The Pines plans to utilize the building to offer educational and interpretive services. This includes assisting, planning, designing, implementing and conducting interpretive and educational programs, activities, and exhibits. As well as to produce and make available to visitors by sale or free distribution, suitable interpretive and educational literature and aids to increase the visitors' understanding and appreciation of the natural history, cultural, historical, and man-made features of the Lake O' The Pines area and the Corps of Engineers.

County Involvement: Please note that the county will not have any developmental plans for this project, but will currently maintain insurance coverage on the building.

We kindly request your review and approval of this developmental site plan. We are committed to working closely with the Corps of Engineers to ensure that all requirements and standards are met.



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT
P.O. BOX 17300
FORT WORTH, TX 76102-0300

September 11, 2024

Real Estate

SUBJECT: Lake O' The Pines, Texas; Lease No. DACW63-1-13-0842

The Honorable Leward J. LaFleur
County Judge
Marion County
102 West Austin Street, Suite 205
Jefferson, Texas 75657

Dear Judge LaFleur:

I am writing in response to your request to exercise the second five-year option, extending the term of the subject lease, beginning August 1, 2023 and ending July 31, 2028, and to approve the sublease agreement between Marion County and Friends of Lake O' The Pines, a Non-Profit Organization, **Enclosure 1**, for the continued operation and maintenance of the MIMS Volunteer Fire Department building. Your request is approved contingent upon the following conditions:

a. **BACKGROUND INVESTIGATIONS:** Prior to the assignment of any sublease, the Lessee shall be required to perform background investigations of any prospective sublessees. Persons who have been convicted of a violent crime, sexual crime, arson, crime with a weapon, sale or intent to distribute illegal drugs, are an organized crime figure, or an undocumented noncitizen, may not be approved as a sublessee. A short description of the required background investigations are below:

(1) **Nationwide Background Checks.** There are many private companies that conduct pre-employment criminal background checks for employers. This type of check requires the full name of the applicant and residential address. In some locations a signed release is also required from the applicant.

(2) **U.S. Citizen Verification.** The Department of Homeland Security has a program that employers can participate in, at no cost, which allows them to conduct a social security verification and immigration check on an individual. To register for the program, contact the Department of Homeland Security Systematic Alien Verification for Entitlements Programs (SAVE) at <https://www.uscis.gov/save> or call 1-888-4464-4210.

b. Upon execution of the sublease agreement by Marion County and Friends of Lake O' The Pines, Lessee shall provide a signed copy of the **Enclosure 1 – Sublease Agreement**.

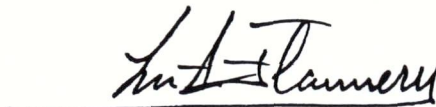
c. Lessee shall complete and provide **Enclosure 2 – Inventory Record for Private Real Property on Federal Land Form**, for the MIMS Volunteer Fire Department building at the lease site.

d. The Lessee shall provide a copy of the liability insurance for the MIMS Volunteer Fire Department building.

Except for the term extension above and the approval of the enclosed sublease agreement, all terms and conditions of the subject lease remain in full effect.

Please provide the requested documentation to the above address, Attention: CESWF-RE-M (Ms. Russell). If you have any questions, please contact Ms. Renee Russell, 817-886-1209 or renee.m.russell@usace.army.mil.

Sincerely,

A handwritten signature in black ink, appearing to read "Lee A. Flannery", is written over a horizontal line.

Lee A. Flannery
Deputy Chief, Real Estate Division
Real Estate Contracting Officer

Enclosures