

**TYLER COUNTY COMMISSIONERS COURT
SPECIAL MEETING
May 22, 2006 --- 10:00 a.m.**

THE STATE OF TEXAS ON THIS THE 22th day of May, 2006 the
Commissioners' Court in and for Tyler County, Texas convened in a Special Meeting at the
Commissioners' Courtroom in Woodville, Texas, the following members of the Court present,
to wit:

JEROME OWENS	COUNTY JUDGE, Presiding
MARTIN NASH	COMMISSIONER, PCT. #1
RUSTY HUGHES	COMMISSIONER, PCT. #2
JOE MARSHALL	COMMISSIONER, PCT. #3
JACK WALSTON	COMMISSIONER, PCT. #4
DONECE GREGORY	COUNTY CLERK, EX OFFICIO

The following were absent: none thereby constituting a quorum. In addition to the above were:

Commissioner Walston motioned to approve pipeline agreement with Springfield Pipeline Co. to cross CR4320 (J.C. Clark road) **Commissioner Hughes** seconded the motion. All voted yes and none no. SEE ATTACHED PERMIT

A representative from Traylor & Associates reported the home grant program funding will pay for five homes to be rebuilt and one to be re-inhabited, as damaged by Hurricane Rita. The county will pay for the fees, then will be reimbursed by the grant within 10 days. Ultimately there will be no cost to the county. Low income residents will make an application to be prioritized, in accordance with the County Judge. A motion was made by **Commissioner Nash** to approve the **grant management contract** for the **Home Grant Program**. **Commissioner Marshall** seconded the motion. All voted yes and none no. SEE ATTACHED CONTRACT.

Commissioners talked with Sonja Rawls about safety concerns of having a "blanket permit". Commissioners want to inspect the depth of laying the pipeline before it is covered.

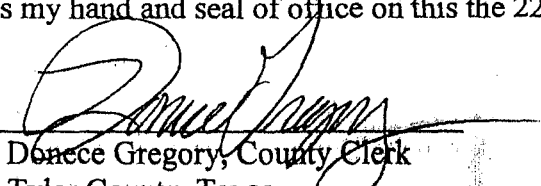
Commissioner Nash motioned to meeting adjourned.....10:26 a.m.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED.

I, Donece Gregory, County Clerk and ex officio member of the Tyler County Commissioners Court, do hereby certify to the fact that the above is a true and correct record of the Tyler County Commissioners Court session held on May 22, 2006.

Witness my hand and seal of office on this the 22nd day of May, 2006.

Attest:


Donece Gregory, County Clerk
Tyler County, Texas

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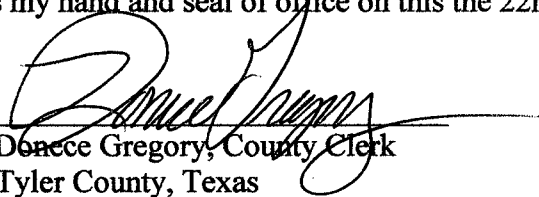
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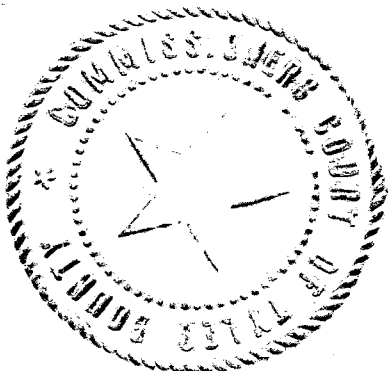
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Donece Gregory, County Clerk
Tyler County, Texas



PERMIT FOR GAS PIPELINE BENEATH COUNTY ROAD RIGHTS-OF-WAY

I.

Springfield Pipeline Company, LLC, ("Springfield") whose principal business address is 1201 Lake Robbins Drive, The Woodlands, Texas 77380, does hereby apply for a permit as hereinafter provided to utilize and cross beneath Tyler County Road 4320 ("CR 4320"), collectively referred to as "county road".

II.

Springfield is a natural gas utility under the Texas Utilities Code § 121.000, *et seq* and is a gatherer, transporter and purchaser of natural gas produced by various wells, including but not limited to the Anadarko – Range–Sutton #1 Pipeline, in Tyler County, Texas situated in the Jose Falcon Survey, Abstract No. 15.

III.

Springfield will construct, operate and maintain a pipeline, not greater than eight inches (8") in diameter, to transport natural gas produced from the Anadarko – Range-Sutton #1 Pipeline. Said pipeline will cross CR 4320 located 0.7 miles south of F.M. Hwy. No. 1746.

IV.

Springfield will construct, operate and maintain the pipeline in a good and workman-like manner, in compliance with ordinary care in the pipeline industry and in accordance with applicable laws and regulations.

V.

Springfield will construct the pipeline using ordinary care across the rights-of-way for CR 4320 to a depth of up to ten feet (10'), but not less than six feet (6') below the crest of the county road. Springfield will restore the surface of the county road to the same or better condition than

its current condition.

VI.

Springfield hereby indemnifies and agrees to hold Tyler County and its officials harmless from any and all claims for personal injury (including death), damage to equipment, supplies or personal property, or other claims which arise from Springfield's negligent use of the CR 4320 rights-of-way.

VII.

It is agreed that for the consideration stated in this permit, including indemnifying Tyler County and burying the pipeline up to ten feet, but not less than six feet below the crest of CR 4320, Springfield shall not be required by Tyler County, the Commissioners' Court of Tyler County or the Tyler County Judge to remove the pipeline crossing CR 4320. However, Springfield shall be required to relocate said pipeline only if doing so becomes necessary due to a bona fide public emergency. The relocation shall be within Springfield's thirty-foot rights-of-way beneath CR 4320. Tyler County, the Commissioners' Court of Tyler County and/or the Tyler County Judge shall not require Springfield to relocate the pipeline except for public emergencies, including, but not limited to allowing widening or other changing of any traffic lane. Springfield will remove and relocate the gathering line at its sole cost and expense upon ninety (90) days written notification by Tyler County.

VIII.

Tyler County makes no warranty of title or representation of its right to use the rights-of-way for CR 4320.

IX.

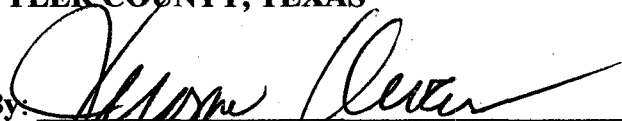
Springfield and the Commissioners' Court of Tyler County, Texas agree that use of the right-of-way shall be limited to the purpose stated herein. By execution hereof in the space provided below, Springfield hereby applies for the permit as stated herein and Tyler County, Texas does hereby grant a permit to Springfield for use of its rights-of-way for CR 4320.

X.

Springfield is required to pay a \$200.00 Administration Fee to Tyler County Commissioners' Precinct where line will be located. Payment is due prior to time of approval by Tyler County Commissioners' Court. Payment may be made payable by check, cashiers check, or money order.

Dated this 22 day of May, 2006.

**HONORABLE TYLER COUNTY JUDGE
OR COMMISSIONERS' COURT OF
TYLER COUNTY, TEXAS**

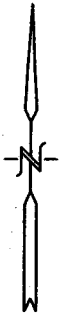
By: 

Printed Name: Terame Owens
Authorized representative of Tyler County, Texas

SPRINGFIELD PIPELINE COMPANY, LLC

By: _____

Printed Name: _____
Authorized Representative of Springfield Pipeline
Company, LLC



312+00 GROUND

312+50 GROUND

313+00 BOTTOM OF SLOPE
313+35 EDGE OF ROAD
313+27 E.C.R. NO. 4320
313+21 EDGE OF ROAD
313+17 E. OF DITCH
313+10 TOP OF SLOPE
313+00 GROUND

314+00 TOP OF SLOPE

314+53 GROUND

315+00 GROUND

Julia Ann Clark Hughes, et vir
Called 92.81 Acres
Volume 438, Page 777

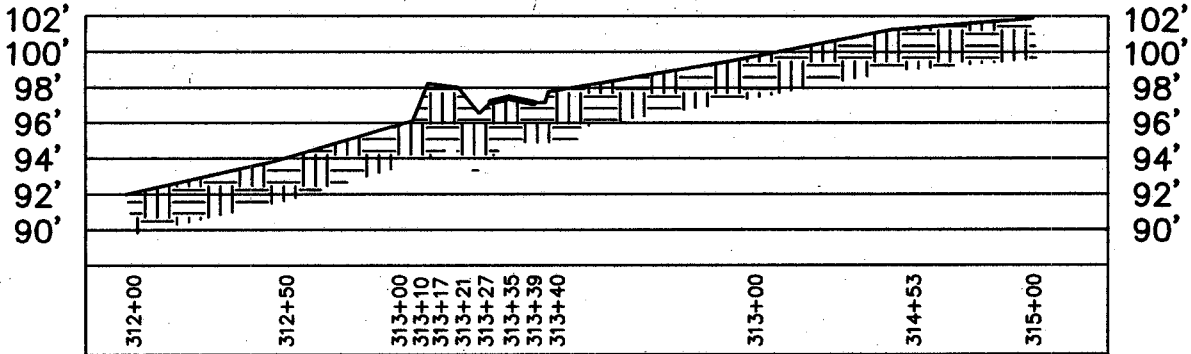
JEAN BATISTE CAZENAVE
ABSTRACT 10

Q PROPOSED PIPELINE
N 86°19' E

N 86°53' E

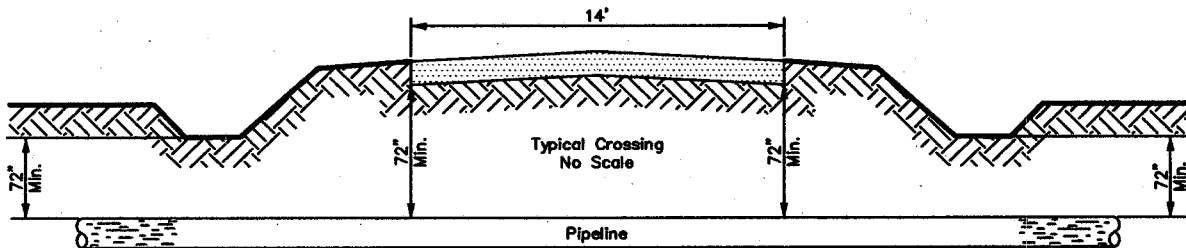
Hancock Timber Management
(MO 2157)
Called 170 Acres
Volume 821, Page 666

JOSE FALCON
ABSTRACT 15



Profile

Scale: 1" = 60' Horiz.
1" = 10' Vert.



**ELEVATION VIEW
OF PROPOSED PIPELINE**

PIPE SPECIFICATIONS CROSSING COUNTY ROAD NO. 4320

1. Contents: Natural Gas
 2. Carrier Pipe: 8.625" O.D. x 0.500 API-5LX42 ERW
 3. Crossing Method: Directional Bore
 4. M.A.O.P.: 1440 PSI
- WALKER & ASSOCIATES SURVEYING, INC.
TYLER, TEXAS PH: 903-534-9000

SPRINGFIELD PIPELINE, LLC

PROPOSED PIPELINE ACROSS COUNTY ROAD NO. 4320
LOCATED 0.7 MILES SOUTH OF F.M. HWY. NO. 1746
JOSE FALCON SURVEY, ABSTRACT 15
TYLER COUNTY, TEXAS

Scale: 1" = 60'	Drawn by: R.A.W.	Date: 05/15/06
--------------------	---------------------	-------------------

CR-4320.DWG

508/03

9252

CERTIFICATE OF INSURANCE

ISSUE DATE **May 15, 2006**

PRODUCER

**Jardine Lloyd Thompson, LLC
5847 San Felipe, Suite 2750
Houston, TX 77057**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

INSURED

**Anadarko Petroleum Corporation
and its subsidiaries including
Springfield Pipeline LLC
1201 Lake Robbins Drive
The Woodlands, TX 77380**

Insurer A	Associated Electric and Gas Insurance Services
Insurer B	
Insurer C	
Insurer D	
Insurer E	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OP AGG.	\$
					PERSONAL & ADV. INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXPENSE (Any one person)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> OTHER				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
A	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	X0598A1A05	6/30/2005	6/30/2006	EACH OCCURRENCE	\$2,000,000
					AGGREGATE	\$2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	
					DISEASE-POLICY LIMIT	
					DISEASE EACH EMPLOYEE	
	OTHER:					

Anadarko Petroleum Corporation is self-insured for General Liability exposure(s) US \$2,000,000 each occurrence, above which amount the excess liabilities evidenced hereon will respond.

Re: Range-Sutton #1 Pipeline. Tyler County Road 4320 bore crossing for pipeline construction.

Tyler County, Texas Commissioners Court is named as an Additional insured as required by written contract but only to the extent of those liabilities assumed by the Named Insured therein and furthermore, limited to the operations of the Named Insured.

CERTIFICATE HOLDER

Tyler County Commissioners Court
Attn: County Judge Jerome Owens
300 West Bluff
Woodville, TX 75979

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jardine Lloyd Thompson, LLC

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CONTRACT FOR MANAGEMENT SERVICES

PART I - AGREEMENT

This is an AGREEMENT made and entered into this 22 day of May, 2006, by and between Tyler County, State of Texas, hereinafter called the "Administrator", acting herein by Jerome P. Owens, County Judge, hereunto duly authorized, and Gary R. Traylor & Associates, Inc., hereinafter called the "Firm", acting herein by Gary R. Traylor, President.

Administrator: Tyler County
100 West Bluff
Woodville, Texas 75979

Firm: Gary R. Traylor & Associates, Inc.
P.O. Box 7035
Tyler, Texas 75711

Project: HOME Program (Disaster Relief)
2006 HOME Program #1000599
Texas Department of Housing and Community Affairs (TDHCA)

WHEREAS the Administrator desires to implement a HOME contract under the general direction of the Texas Department of Housing and Community Affairs HOME Program and;

WHEREAS the Administrator desires to engage the Firm to render certain services in connection with it's HOME contract.

NOW, THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

Part II, Scope of Services, is hereby incorporated into this agreement.

2. Time of Performance

The services of the Firm shall commence on 22 May 2006. In any event, all of the services required and performed hereunder shall be completed no later than the time stipulated in the written contract between the county and the Texas Department of Housing and Community Affairs (TDHCA).

3. Access to Information

It is agreed that all information, data, reports, and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to the Firm by the Administrator and its agencies. No charge will be made to the Firm for such information and the Administrator and its agents will cooperate with the Firm in every way possible to facilitate the performance of the work described in the contract.

4. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed Forty-four Thousand and No/100 Dollars (\$44,000.00) based on the completion of six (6) projects. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Contract.

5. Indemnification

The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the Administrator and its agency members from and against them, and shall assume full responsibility for payments of federal, state and local taxes, on contributions imposed or required under the Social Security, workmen's compensation and income tax laws.

6. 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 Tyler 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 where 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 hereof, 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 Contract.

7. Terms and Conditions

This Agreement is subject to the provisions titled, "Part IV – Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

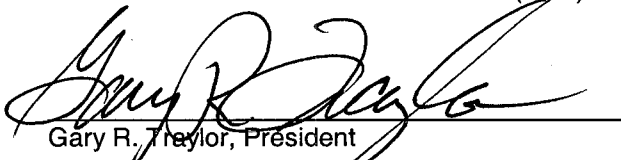
Name of Contract Administrator: Tyler County



Jerome P. Owens, County Judge

22 May 2006
Date

Name of Professional Service Provider (Firm): Gary R. Traylor & Associates, Inc.



Gary R. Traylor, President

May 10, 2006
Date

Part II – PROFESSIONAL MANAGEMENT SCOPE OF SERVICES

The management Firm 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 Administrator's personnel on implementation of project and regulatory matters
4. If requested, assist in the procurement of construction services through a sealed bid process, if applicable, and as required by the HOME program regulations
5. Furnish the Administrator with necessary forms and procedures as required to implement projects under the HOME contract
6. Assist the Administrator in meeting all special condition requirements that may be stipulated in the contract between the Administrator and TDHCA
7. Prepare and submit to TDHCA all documentation necessary for amending the HOME contract, as applicable
8. Conduct environmental clearance procedures as required
9. Prepare and submit Project Set-up, Project Completion, HUB and other required reports
10. Establish procedures to document expenditures associated with local administration of the project
11. Serve as liaison for the Administrator during any review or monitoring visit by staff representatives from either TDHCA or HUD

B. Financial Management

1. Assist the Administrator in proving its ability to manage the grant funds to the state's audit division
2. Assist the Administrator in establishing and maintaining a Direct Deposit bank account and/or separate local bank account; journals and ledgers
3. Assist the Administrator in submitting the required Direct Deposit Authorization form, the Texas Application for Payee Identification Number, the Identification of Contract Administrator form and any other forms as required by TDHCA
4. Prepare all fund drawdowns on behalf of the Administrator 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 Administrator's personnel regarding implementation of project and regulatory matters

7. Assist the Administrator in establishing procedures to handle the use of any HOME program income.

C. Environmental Review

1. Perform environmental assessment procedures and prepare documentation as necessary
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 and/or documentation as necessary

D. Construction Management (If required for Davis-Beacon compliance)

1. Assist Administrator in documenting compliance with all federal and state requirements related to equal employment opportunity
2. Assist Administrator in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements
3. If required, provide assistance to or act as local labor standards officer. Notify TDHCA in writing of name, address, and phone number of appointed labor standards officer
4. If required, request wage rates from TDHCA
5. Advertise for bids
6. Make ten-day call to TDHCA
7. Verify construction contractor eligibility with TDHCA
8. Review construction contract
9. Conduct pre-construction conference and prepare reports as necessary
10. Submit any reports of additional classification and rates to TDHCA
11. Issue Start of Construction Notice to TDHCA
12. Review weekly payrolls, including compliance follow-ups, and conduct employee interviews
13. Process and submit change orders to TDHCA prior to execution
14. Obtain Final Wage Compliance Report and submit to TDHCA
15. Provide general advice and technical assistance to Administrator's personnel on implementation of project and regulatory matters

E. Owner Occupied Rehabilitation/Reconstruction Assistance - OCC

1. Prepare and submit local rehabilitation guidelines, policies and procedures, and work write-ups for all projects to TDHCA for approval
2. Develop affirmative marketing plan, outreach and necessary application processing/verification forms
3. Screen applicants for program qualification
4. Screen homes for feasibility
5. Inform all applicants as to eligibility and prepare HOME contract for qualified applicants
6. Prepare work write-ups and cost estimates
7. If requested, assist homeowners in the procurement of contracted construction services
8. Conduct homeowner pre-construction conference and prepare documentation
9. Issue Notice to Proceed to construction contractor(s)
10. Ensure that all construction activities meet or exceed Texas Minimum Construction Standards
11. Process final contract documents, and maintain a record of beneficiaries
12. Maintain client files following TDHCA requirements
13. Manage dispute resolution process as required

F. Homebuyer Assistance - HBA

1. Prepare and submit local rehabilitation guidelines, policies and procedures, and work write-ups for all projects to TDHCA for approval
2. Develop affirmative marketing plan, outreach and necessary application processing/verification forms
3. Screen applicants for program qualification
4. Screen homes for compliance with the Texas Minimum Construction Standards
5. Conduct lead-based paint assessment
6. Inform all applicants as to eligibility and prepare HOME contract for qualified applicants
7. Conduct or assist with acquisition of homebuyer education
8. Assist lender with completion of second lien documents and ensure their timely submission to TDHCA
9. Ensure that all construction activities meet or exceed Texas Minimum Construction Standards
10. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries
11. Maintain client files following TDHCA requirements

12. Manage Dispute resolution process as required

G. Fair Housing / Equal Opportunity

1. Assist the Administrator in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period
2. Maintain documentation of all project beneficiaries by ethnicity and gender
3. Prepare Section 3 and Affirmative Marketing Plan
4. Perform all Section 504 requirements and prepare documentation as necessary
5. Provide all applicable equal opportunity provisions and verifications for inclusion in bid packet

H. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including Historical Underutilized Businesses (HUB) Report and Certificate of Contract Completion
2. Assist Administrator in resolving any review, monitoring and/or audit findings
3. Assist Administrator in resolving any third party claims
4. Provide auditor with HOME audit guidelines

PART III – PAYMENT SCHEDULE FOR PROFESSIONAL MANAGEMENT SERVICES

Administrator shall reimburse the Firm for management services rendered, as addressed in part II, for completion of six (6) projects as outlined in contract #1000599 Tyler County, Texas and Texas Department of Housing And Community Affairs (TDHCA). Reimbursement shall be based on the completion of the following project milestones per the following percentages.

Milestone	Percent of Contract Fee
• Establishment of record keeping system	15%
• Completion of Environmental and/or Special Conditions Clearance	10%
• Completion of Program Design	25%
• Completion of the Bid/Contract Award Process	15%
• Labor Standards Compliance	0%
• Comply with EEO / Fair Housing requirements	15%
• Completion of Construction	10%
• Filing all required close-out documentation and/or information	10%
TOTAL	100%

Administrator will have the ability to fund payments of these services through a combination of available local matching funds, reimbursements of allowable administrative cost and reimbursements of allowable soft cost expenses incurred in the provision these services as allowed in contract #1000599 between Tyler County, Texas and TDHCA.

Compensation to the Firm for consulting services, rendered at the administrators request, resulting in the satisfactory completion of any additional projects over and above the targeted goal of six (6) projects will be limited to the equivalent of TDHCA funds available for reimbursement of administrative and soft cost expenses incurred in the provision of these services as allowed in contract #1000599.

PART IV – TERMS AND CONDITIONS

1. Termination of Contract for Cause

If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the Administrator shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least six (6) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this contract shall, at the option of the Administrator, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

- a. Notwithstanding the above, the Firm shall not be relieved of liability to the Administrator for damages sustained by the Administrator by virtue of any breach of the Contract by the Firm, and the Administrator may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the Administrator from the Firm is determined.

1. Termination for Convenience

Either party may terminate this Contract at any time by giving at least six (6) days notice in writing to the other party. The Notice of Termination shall specify the nature, extent and effective date of the termination. Upon delivery of such notice, and upon expiration of the ten-day period, the Firm shall discontinue all services in connection with the performance with this Contract. As soon as practicable after notice of termination, the Firm shall submit a statement showing in detail the services performed under this Contract to the date of termination. The Administrator shall then promptly pay the Firm a percentage of the total charges set for the in Part III, Payment Schedule. The percentage shall be the proportion which the services actually performed bears to the total services called for under this contract, and the total monetary amount due shall be less any payments on account of the charges as been previously made.

2. Changes

The Administrator may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon and between the Administrator and the Firm, must be incorporated in written amendments to this Contract.

3. Personnel

- a. The Firm represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Administrator.
- b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be authorized or permitted under state and local law to perform such services.
- c. None of the work or services covered by this Contract shall be subcontracted without prior written approval of the Administrator. Work/services subcontracted hereunder shall be specified by written contract/agreement and shall be subject to each provision of this Contract.

4. Assignability

The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Administrator thereto: Provided, however, that claims for money by the Firm from the Administrator under this Contract 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 administrator.

5. Reports and Information

The Firm, at such times and in such forms as the Administrator may require, shall furnish the Administrator such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

6. Records and Audits

The Firm shall ensure that the Administrator maintains fiscal records and supporting documentation for all expenditures or funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. 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 Contract. Administrator shall retain such records, and any supporting documentation, for the greater of three (3) years from closeout of the Contract or the period required by other applicable laws and regulations, if greater

7. 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 Administrator.

8. Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.

9. 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 make the Administrator harmless with respect to any damages arising from any tort done by the Firm in performing any of his work embraced by this Contract. The Firm shall nor be required to indemnify and hold harmless the Administrator against any tort done by other parties, including the Administrator, but only for his own.

10. Equal Employment Opportunity

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or familial status. The Firm will take affirmative marketing to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability or familial status. 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 by the Administrator setting forth the provisions of this non-discrimination clause.

- b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability or familial status.
- c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.

11. 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, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

12. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, 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.

13. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 171u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- b. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of TDHCA issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Firm will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment training.
- d. The Firm will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of TDHCA issued hereunder prior to the execution of the Contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

14. Section 503 Handicapped (if \$2,500 or Over) Affirmative Marketing for Handicapped Workers

- a. The Firm will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative marketing to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The Firm agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the Firm's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Director of the Equal Employment Opportunity Commission issued pursuant to the Act.
- d. The Firm agrees to post notices in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Firm's obligation under the law to take affirmative marketing to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e. The Firm will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of Section 503 of rehabilitation Act of 1973, and is committed to take affirmative marketing to employ and advance in employment physically and mentally handicapped individuals.
- f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

15. Interest of Members of a Administrator

No member of the governing body of the Administrator and no other officer, employee, or agent of the Administrator who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.

16. Interest of Other Local Public Officials

No member of the governing body of the Administrator and no other public official of such Administrator, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

17. Interest of Firm and Employees

The Firm covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.