

TYLER COUNTY COMMISSIONERS COURT
REGULAR MEETING
November 19, 2015 ---- 8:30 a.m.

THE STATE OF TEXAS ON THIS THE 19th day of November, 2015 the
Commissioners' Court in and for Tyler County, Texas convened in a Regular Meeting at
the Commissioners' Courtroom in Woodville, Texas, the following members of the Court
present, to wit:

JACQUES L. BLANCHETTE	COUNTY JUDGE, Presiding
MARTIN NASH	COMMISSIONER, PCT. #1
RUSTY HUGHES	COMMISSIONER, PCT. #2
MIKE 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:

JACKIE SKINNER	COUNTY AUDITOR
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Commissioner Nash delivered the invocation and Pledge of Allegiance to the Texas Flag.

A motion was made by Commissioner Nash and seconded by Commissioner Marshall to
accept the minutes of November 9, 2015. All voted yes and none no.

Commissioner Marshall motioned to approve the **budget amendments/line item
transfers for Road & Bridge Pct. #1 and Road & Bridge Pct. #4. Commissioner
Hughes** seconded the motion. All voted yes and none no. SEE ATTACHED LINE ITEM
TRANSFERS

A motion was made by **Judge Blanchette** and seconded by **Commissioner Nash** to
approve **paying the county bills**. All voted yes and none no. SEE ATTACHED CHECK
REGISTER

Commissioner Hughes motioned to open the bids received for cutting timber at the
Tyler County Airport/Rodeo Arena/Ballpark. Commissioner Walston seconded the
motion. Three bids were received: North American Procurement, Southeast Texas
Timber & Trucking Co. and Prime Acres Management, Inc. All voted yes and none no.
SEE ATTACHED *See meeting of November 30th for the awarding of the bids.*

A motion was made by **Judge Blanchette** and seconded by **Commissioner Nash** to
approve the **amendment to the Otis Contract**. This is for elevator inspections. All voted
yes and none no. SEE ATTACHED

A motion was made by **Commissioner Nash** and seconded by **Commissioner Marshall**
to approve the **engineering contract for #7215491 CDBG Senior Citizen Center
Project**. All voted yes and none no. SEE ATTACHED

Commissioner Nash motioned to table consideration of the administrative contract for
the **7215491 CDBG Senior Citizen Center Project. Commissioner Marshall** seconded
the motion. All voted yes and none no. SEE ATTACHED

Commissioner Marshall motioned to approve the request to obtain authorization from
the Texas Secretary of State for signage concerning HB 910 concerning prohibiting
"open carry" of guns in polling places. **Commissioner Walston** seconded the motion. All
voted yes and none no. SEE ATTACHED

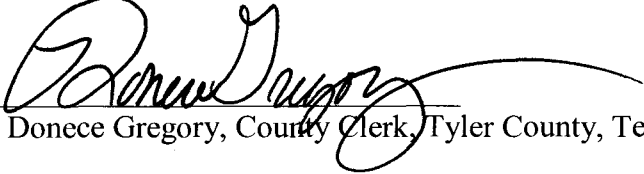
Executive session was not held.

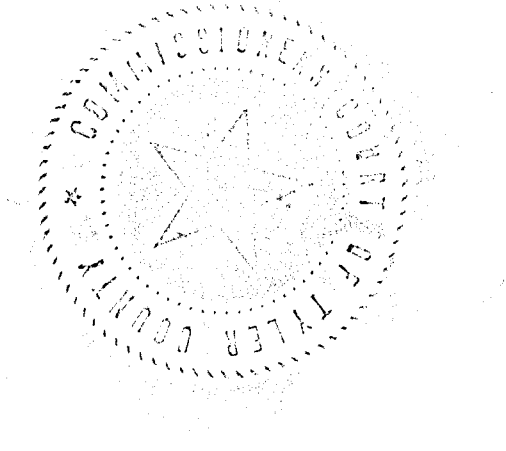
A motion was made by Commissioner Nash and seconded by Commissioner Marshall to
adjourn the meeting. All voted yes and none no.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED:8:45 a.m.

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 November 19, 2015.

Witness my hand and seal of office on this the 24th day of November, 2015.

Attest: 
Donece Gregory, County Clerk, Tyler County, Texas



LINE ITEM TRANSFER-BUDGET AMENDMENT

Department & Fund: Pct. 1

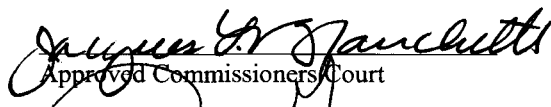
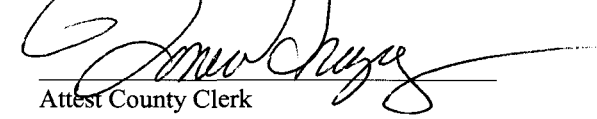
Date: 11/19/15

Honorable Commissioners' Court of Tyler County

I submit to you for consideration the following:

<u>LINE ITEM</u>	<u>LINE ITEM NUMBER</u>	<u>BUDGET</u>	<u>AMENDED</u>	<u>INCREASE (DECREASE)</u>
Sale of Equipment	021-39200	-57,790.31	75,388.87	(17,598.56)
Road Material	021-000-42160	64,864.63	77,463.19	12,598.56
Travel & Education	021-000-42659	5,000.00	10,000.00	5,000.00
			0.00	
			0.00	

Reason: Invalid assumptions underlying budget estimates of receipts and disbursements.


Approved Commissioners Court

Attest County Clerk


Martin Nash, Commissioner, Pct. #1

LINE ITEM TRANSFER-BUDGET AMENDMENT

Department & Fund: Pct. 4


Date: 11/19/15

Honorable Commissioners' Court of Tyler County


I submit to you for consideration the following:

<u>LINE ITEM</u>	<u>LINE ITEM NUMBER</u>	<u>BUDGET</u>	<u>AMENDED</u>	<u>INCREASE</u> <u>(DECREASE)</u>	<u>REVENUE</u>
Beginning Balance	024-30000	119,106.70	322,106.70	(203,000.00)	
Machinery Maint.	024-000-43200	50,000.00	253,000.00	203,000.00	
			0.00		
			0.00		
			0.00		

Reason: Invalid assumptions underlying budget estimates of receipts and disbursements.


Approved Commissioners Court

Attest County Clerk



Jack Walston, Commissioner Pct. 4



NORTH AMERICAN PROCUREMENT
COMPANY



4040 Highway 69 South
P.O. Box 2279
Woodville, Texas 75979
Phone (409) 283-5355
Fax (409) 283-8762

November 18, 2015

Tyler County
Precint 2
806 Wesr Bluff
Woodville Texas 75979

REF. 60 + - acre Tyler County Airport/Rodeo arena/Ballpark

Dear: Rusty Hughes

Pine pulpwood	\$ 12.00 per/ton	2" Top
Pine Chip-saw	\$ 12.00 per/ton	4" Top
Pine Chip-saw	\$ 15.50 per/ton	5" Top 13" butt Treelength
Pine Logs 9" Top	\$ 24.50 per/ton	9" Top cut-lengths
Pine Logs 11" Top	\$ 33.50 per/ton	11" Top cut-lengths
Pine Logs 14" Top	\$ 43.00 per/ton	14" Top Grade cut-lengths
Pine Logs 16" Top	\$ 48.00 per/ton	16" Top Grade 33' mim. Length
Hardwood Logs 10" Top	\$ 42.00 per/ton	10" Top Treelength
Hardwood Pulp	\$ 11.50 per/ton	2" Top
Chip fuel	\$ 4.00 per/ton	

Sincerely
Willie Wilson

Southeast Texas Timber & Trucking Co., Inc.
P.O. Box 2270
Kountze, Texas 77625
409.246.8242

November 11, 2015

RE: Bid to the County of Woodville 60 acre tract

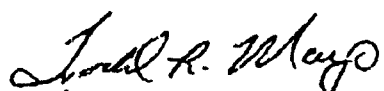
Dear Rusty,

We would like to submit a bid as followed on the above tract:

Pine Pulpwood	\$4/ton
Pine CNS	\$8/ton
Pine Logs 9" Tops	\$20/ton
Pine Logs 11" Tops	\$30/ton
Pine Logs 14" Tops	\$40/ton
Hardwood Pulpwood	\$5/ton
Hardwood Logs 10" Tops	\$40/ton
Hardwood Logs 8" Tops	\$20/ton

Please contact Todd Mayo at 409-781-1019 if you have any questions.

Cordially,



Todd R. Mayo
President



Prime Acres
Management Inc.
105 N. Pecan St. • Woodville, Texas 75979

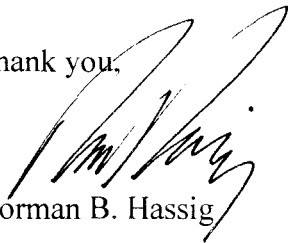
409-283-7071
Fax 409-283-7062
primeacres@sbcglobal.net

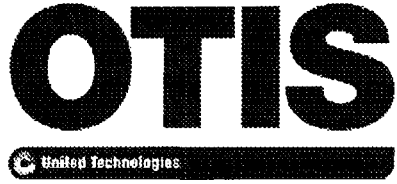
November 17, 2015

Timber Bid For
ID #10132015-01
Approximately 60 acres
Tyler County

Pine Pulpwood	2" minimum top		\$10.25 per ton
Pine Saw Log	9" minimum top	GP spec.	\$25.00 per ton
Pine Saw Log	11" minimum top	GP spec.	\$35.00 per ton
Pine Saw Log	14" minimum top	GP spec.	\$43.50 per ton
Pine Saw Log	14" minimum top, tree length min. 35 ft.		\$53.00 per ton
Hardwood Pulpwood	2" minimum top		\$12.00 per ton
Hardwood Saw Logs	10" minimum top		\$48.00 per ton
Biomass Material to be chipped			\$ 2.00 per ton

Thank you,


Norman B. Hassig



DATE: 10/09/2015

TO:
Tyler County Courthouse
 % Judge Jacques L Blanchette
 100 W Bluff St
 Woodville, TX 75979

FROM:
Otis Elevator Company
 8745 Eastex Frwy
 Beaumont, TX 77708

Bryan Hebert
 Phone: (281) 541-3389
 Fax: (860) 660-1502

EQUIPMENT LOCATION:
 Tyler County Clerk Office
 116 South Charleston
 Woodville, TX 75979

PROPOSAL NUMBER: EZH151009104659

MACHINE NUMBER(S) : F41130 (Clerk Lift)

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

STATE INSPECTION

We will furnish the necessary labor to perform a state inspection on the list referenced above. The price quoted below does not include the inspector cost.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included.

The price quoted below does not include sales tax and is valid for 30 days from the date specified above. Please add any applicable tax to the price quoted below.

The price quoted below assumes the work will be scheduled based on the availability of material and manpower to complete the job efficiently. A local representative will contact you to schedule the work.

Payment Terms

- The base proposal price is contingent upon receiving a pre-payment of 100% of the base contract amount.
- The pre-payment amount is due in full prior to ordering material and/or mobilizing.
- If you choose one the alternative down-payment amount listed below, the corresponding Add shall be applied to the base contract amount:

<u>Down Payment Amount</u>	<u>Price Adjustment Percentage</u>	<u>Authorization (Initial)</u>
0%	10% Add	
Sales Price	\$582.24	
Sales Tax (8.25%)*	\$48.03	
Total	\$630.27	

*To remain in compliance with state taxing authorities, we will charge tax until the exemption certificate is received.

PRICE: \$ 582.24
Five hundred eighty-two dollars and twenty-four cents

This price is based on a one hundred percent (100 %) downpayment in the amount of \$ 582.24.
This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Brent Stark
Title: Mechanic

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Otis Elevator Company

Approved by Authorized Representative

Date: 11/19/15 Date: _____

Signed: *Jacques L. Blanchette* Signed: _____

Print Name: JACQUES L. BLANCHETTE Print Name: Wayne Robinson

Title: COUNTY JUDGE Title: General Manager

E-mail: - JUDGE@CO.TYLER.TX.US

Name of Company: - County of Tyler

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

Otis Service and Repair Order

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
 2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
 3. Payments shall be made as follows: A down payment of one hundred percent (100 %) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
 4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
 5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
 6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
 7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
 8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
 9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
 11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
 12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
 13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(g)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.
 14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.

From: Hubbard, Elizabeth A BIS
Sent: Friday, October 09, 2015 1:15 PM
To: 'ssaunders.cojudge@co.tyler.tx.us'
Cc: Hebert, Bryan BIS; Stark, Gary A BIS
Subject: Tyler County Clerk Office repair proposal

Your local Mechanic, Brent Stark, requested that I send the attached proposal for your review. If you wish to proceed with the work, please sign, date and email or fax it back to me at 860-660-8335 for our processing. If you have any questions, please contact your local sales representative listed on page one (1) or call me at 860-676-5581.

For any issues with your elevator, please call OtisLine at 1-800-233-6847.

Regards,

Elizabeth Hubbard
Regional Sales

Elizabeth.hubbard@otis.com

ENGINEERING CON'

PART I

AGREEMENT

*Donece,
Signed docs
from 11/19/15
Comm. Court mtg.
Jue*

THIS AGREEMENT, entered into this 9th day of November, 2015 of Tyler, hereinafter called the "Locality", acting herein by Jacqueline Hereunto duly authorized, and Goodwin-Lasiter-Strong hereinafter called firm, acting herein by Pat Oates, P.E., Engineering Manager.

WHEREAS, the County of Tyler desires to implement a FY-2015 TDA CDBG Senior Center Improvements No. 7215491 under the general direction of the Texas Department of Agriculture's Community Development Program; and whereas the Locality desire to engage Goodwin-Lasiter-Strong to render certain services in connection with its FY-2015 TDA CDBG Senior Center Improvements No. 7215491.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

Part II, Scope of Services, is hereby incorporated by references into this Agreement.

2. Time of Performance

The services of the firm shall commence on receipt of the completely executed contract (est. to be on or before November 23, 2015). In any event, all the services required and performed hereunder shall be completed, except for circumstances beyond the control of the engineer, no later than October 14, 2017.

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 Locality and its agencies. No charge will be made to the Firm for such information, and the Locality and its agencies 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 \$36,272.00 for the Scope of Project as initially outlined. Payment to (person/firm) shall be based on satisfactory completion of identified milestones in Part III - Exhibit B - 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 Locality 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, Worker's Compensation and income tax laws.

6. Miscellaneous Provisions

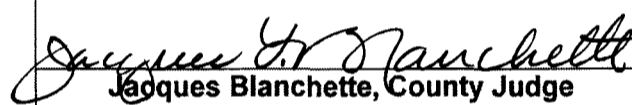
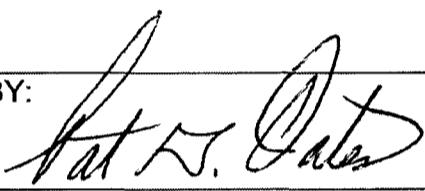
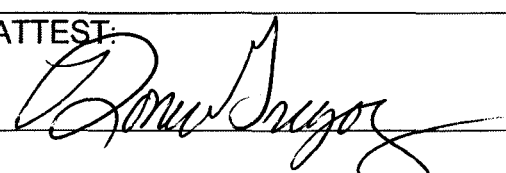
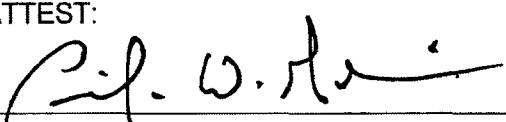
- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tyler County, Texas.
- b. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. The Locality shall provide access to their facilities and the locating of existing facilities for the Engineer for the purposes of design surveying necessary for the Firm to fulfill their responsibilities under this agreement:
- d. In any case that one or more of the provisions contained in this Agreement shall be for any reason 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.
- e. 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.
- f. This Agreement may be amended by mutual agreement of the parties hereto and writing to be attached to and incorporated into this Agreement.
- g. A time schedule (Exhibit A) will be furnished by the Firm. It will include a specified listing of activities and time frames in which they will be completed. Said Schedule shall be attached to and made a part of this Contract.
- h. The project "engineer of record" for the engineering firm is Pat G. Oates, P.E.

- i. The projected persons for the engineering firm to provide construction observations are as follows:
 - Larry J. Lasiter, P.E.
 - Bill Eberlan, Construction Observer
- j. The Locality's contact person, in regard to all matters concerning this Contract, shall be Jacques Blanchette, County Judge or his official designee.
- k. The Engineer shall receive and maintain 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 disk (CD), which are compatible with computer systems owned or readily available to the Engineer. The digital copy provided shall not include a digital representation of the Engineer's seal but the accompanying documentation from the Engineer 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 be provided to the Engineer. In addition, complete documentation as to the data and layout of the data files and the name of the software package(s) used to generate the data and maps shall be received and maintained by the Engineer in written form. The Engineer shall provide the office upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format, on a CD or other media in a file format determined by the Office. If requested by the office, the Engineer shall ensure that the CD copy of all electronic files and other data provided to the office are properly identified. Specifically, the CD label shall show the Engineer's name, the contents of CD, the preparer's name, and the name of the software package(s) used to generate the maps on the CD.

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 WITNESSETH HEREOF, the parties have hereto set their hands and seals.

CLIENT: County of Tyler	FIRM: Goodwin-Lasiter, Inc.
BY:  Jacques Blanchette, County Judge	BY:  Pat G. Oates, P.E., Engr. Manager
ATTEST: 	ATTEST: 

PART II

PROFESSIONAL ENGINEERING SCOPE OF SERVICES

The Engineering Firm shall render the following professional services necessary for the implementation of the project: *(These are not in order of performance.)*

SCOPE OF SERVICES

1. Attend preliminary conference with the Locality regarding the requirements of the project.
2. Provide the Grant Consultant and Locality with monthly progress reports in writing from the design phase through the end of construction. These reports can be provided through e-mail correspondence.
3. Determine necessity for any acquisition of any additional real property/easements/ROWs for the TCDP project and, if applicable, furnish to the Locality and Grant Consultant:
 - (a) Name and address of record property owners;
 - (b) Legal description of parcels to be acquired (Blanket type document is satisfactory);
 - (c) Sketch (Map) showing entire tract with designation of part to be acquired.
4. 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 Locality providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface exploration; laboratory testing and inspecting of samples or materials; other special consultation that are not under this agreement. The Engineer will review any tests required and act as the Locality's representative in connection with any such services. Costs of other services outside the surveying tasks are the responsibility of the Locality outside the costs outlined in this contract.
5. Prepare and acquire railroad/highway permits. Cost of permits to be paid for by the Locality in addition to the costs outlined in this agreement.
6. The Firm shall portray existing utilities in plan as shown by respective utility companies in the project area. The Engineer shall show locations of existing infrastructures on the construction plans according to record information, as applicable.

7. Prepare a preliminary engineering study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Locality, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Engineer's recommendations; to be completed within 60 days of contract execution. Does not include Special Reports such as USDA/TWDB, etc.
8. Furnish the Locality five (5) copies of the preliminary engineering report. (One copy of said report shall be furnished to the Grant Administrator by e-mail.)
9. Submit detailed drawings and plan/specifications to appropriate regulatory agency and obtain clearance (Locality Only).
10. Prepare bid packet/contract documents/advertisements for bids. (Bid package shall be furnished by the Locality's Grant Consultant.)
11. Incorporate any and all wage-rate modifications or supersedeas via bid addendum (if applicable).
12. Conduct bid opening and prepare minutes.
13. Tabulate, analyze, and review bids for completeness and accuracy.
14. Jointly, with Grant Administrator, conduct pre-construction conference and prepare copy of report/minutes. The Firm shall prepare the Construction Contracts and have them executed.
15. Issue Start of Construction Notice and Notice to Proceed to construction contractor and Grant Administrator.
16. Provide deductive alternatives in all proposed construction bids, where feasible, so that the lowest responsible base bid for construction not exceeding the funds available can be selected.
17. Design facilities to be used by the public for access by persons with disabilities in accordance with Public Law 504, where applicable.
18. Use forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond which have Texas Department of Agriculture approval.
19. Make periodic visits to the site to observe the progress and quality of the work and to determine in general if the work is proceeding in general conformance with the Contract.
20. Consult with and advise the Locality during construction; issue to contractors all instructions required by the Locality; prepare routine change orders if required, at no charge for engineering services to the Locality when the change order is required to correct errors or omissions by the Engineer; and provide price analysis for change

orders; process and submit change orders to Grant Administrator for approval prior to execution by Locality.

21. 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).
22. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owing to the contractor in such amounts; such approvals of payment to constitute a representation to the Locality, 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.
23. Require that a 10% retainage be withheld from all payment on construction contracts until final acceptance by the Locality and approval by the Texas Department of Agriculture CDBG Program, unless State or local law provides otherwise.
24. Prepare Certificate of Construction Completion.
25. Conduct interim/final inspections.
26. Revise contract drawings to show the work as actually constructed, and furnish the Locality with a set of "record drawings" plans.

CONSTRUCTION SUBCONTRACTS

Engineer shall meet the following provisions through the Construction Documents, except as shall be the responsibility of the Grant Administrator.

1. No work under this Contract shall be subcontracted by Engineer without prior approval, in writing, from the Locality.
2. The Engineer shall, prior to proceeding with the work, notify Locality in writing of the name of the 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 Locality determines that any subcontractor is incompetent or undesirable, the Locality will notify the Engineer 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 Contract shall create any contractual relation between any subcontractor and Locality.
4. The Engineer will include, in all contracts and subcontracts of amounts in excess of \$100,000.00, a provision which required compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368d), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit

- 6 - V:\203\203039\Corres\Tyler County TDA CDBG 2015.Engr Contract

the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating facilities. The provisions shall require reporting of violations to Office of Rural Community Affairs (ORCA) and to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement.

5. The Engineer will include in all contracts and subcontracts, other than for small purchases (less than \$50,000), provisions or conditions which will allow for administrative, contractual or legal remedies in instances which violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Engineer will include in all contracts and subcontracts in excess of \$25,000 suitable provisions for termination by the Locality including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Engineer.
7. The Engineer will include in all contract and subcontracts in excess of \$25,000 provisions requiring compliance with the following:
 - a. The Engineer will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, physical or mental disability, marital status, parenthood, or age.
 - b. Executive Order 11246—Equal Employment Opportunity.
 - c. Copeland Anti-Kickback Act.
 - d. Davis-Bacon Act.
 - e. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.
 - f. A provision recognizing 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.
 - g. Section 3 of the Housing and Urban Development Act of 1969.
 - h. Title VI of the Civil Rights Act of 1964.
8. The Engineer 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 24 CFR Part 24. Under this Contract, a certification shall be provided and received from each proposed subcontractor and its principals.
9. The Engineer will include in all negotiated contracts and subcontracts a provision to the effect that the Locality, TDA, the Comptroller General of the State of Texas, 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 Engineer will include in all contracts and subcontracts a requirement that the Contractor maintain all relevant project records for three (3) years after the Locality has made final payment to the Contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Engineer 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 Engineer represents that it has the required skills and capacity to perform work and services to be provided under this Contract.
2. The Engineer represents that services provided under this Contract shall be performed within limits prescribed by the Locality in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Engineer'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 Locality and at the Engineer's expense if the deficiency is due to Engineer's negligence. The Locality shall notify the Engineer in writing 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 Locality under applicable state or federal law.
4. The Engineer agrees to and shall hold harmless the Locality, 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 engineer, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Engineer doing the work herein contracted for or by or in consequence of any negligence in the performance of this Contract, or by or on account of any omission in the performance of this Contract.
5. Additional Services outside the Scope of this Contract may only be provided by the Engineer with the written approval of the Locality. Said request shall include an estimate for said services represented as a fixed fee with a cost breakdown for time and effort.
6. If Locality shall request resident inspection (observation), the Engineer shall furnish said services at a cost of \$1,000.00 per day, not to exceed \$ 90,000.00. All Inspection Services required as a result of the Construction Contractor's failure to perform, shall be billed by the Locality to said Contractor as liquidated damages, unless approved in writing by the Locality.

The "not-to-exceed" price shown above is calculated at the per day cost times the estimated construction time of 90 working days.

PART III
EXHIBIT A
TIME SCHEDULE*
PROFESSIONAL ENGINEERING SERVICES

The following are estimated completion dates for the project based on a start date of November 23, 2015.

1. Completion of Preliminary Engineering	<u>December 17, 2015</u>
2. Completion of Design Survey	<u>December 10, 2015</u>
3. Completion of Plans and Specifications	<u>February 9, 2015</u>
4. TCEQ Approval of Plans and Specifications	<u>Not Applicable</u>
5. Environmental Clearance Process (NIC)	<u>Estimated 4 Months</u>
6. Completion of Bid Advertisement and Contract Award	<u>May 19, 2015</u>
7. Completion of Construction Staking	<u>Not Applicable</u>
8. Construction Commencing	<u>June 17, 2016</u>
9. Completion of final inspection and acceptance by the Locality and submittal of Record Drawings	<u>April 14, 2017</u>

- This time schedule is predicated on the receipt of the executed Agreement by the Engineering firm by November 23, 2015.
- The ACTUAL CONTRACT DATES BETWEEN THE Locality and State is October 15, 2015 to October 14, 2017.

Upon completion and approval of the construction plans, we will coordinate with the Locality and its Grant Administrator as to the best time to bid in order to obtain the most favorable bids. The timing assumes that if the Locality procures loan funds, these will not require additional engineering or environmental requirements (as with USDA/TWDB, etc.).

The estimated construction time frame is based on working days less holidays, weekends and estimated allowances for weather delays due to portions of the project constructed during wet weather months (November through May).

PART III
EXHIBIT B
PAYMENT SCHEDULE
PROFESSIONAL ENGINEERING SERVICES

Locality shall reimburse the Firm for basic engineering services provided upon completion of the following project milestones per the following percentages for the maximum contract amount: Each item can be billed based on a percentage of work completed:

	(\$) Column
1. Completion of Preliminary Engineering Study	8%
2. Completion of Design Survey	6%
3. Approval of Plans & Specifications	35%
4. Completion of bid advertisement and contract award	20%
5. Construction	21%
6. Completion of final inspection and acceptance by the Locality and submittal of As Built Plans to Locality	10%
Totaling	100%

Refer to following page for breakdown in Engineering Cost Letter.

Engineering Cost Letter

County of Tyler
100 W. Bluff, RM #102
Woodville, TX 75979

November 10, 2015

ATTN: Honorable Jacques Blanchette, County Judge

**RE: 2015 TDA CDBG Senior Center Improvements Project
Contract No. 7215491
Engineering Services**

Dear Judge Blanchette:

We appreciate the Tyler County's selection of Goodwin-Lasiter-Strong as the engineering firm for the Texas Department of Agriculture's 2015 CDBG Senior Center Improvements Project. The Project involves the following estimated improvements to your Senior Center Facility:

- Replace the Roofing.

This letter represents our cost proposal for providing professional engineering services for the project. The scope of our services and associated costs for each task is as follows:

Preliminary Engineering	\$ 2,902.00
Design Survey	\$ 2,176.00
Plans & Specifications	\$ 12,695.00
Bidding, Advertisement & Contract Award	\$ 7,254.00
Construction Phase	\$ 7,617.00
Final Inspection/As-built "Record Drawings"	\$ 3,628.00
Total	\$ 36,272.00

Attached is the Project Table 2 (Budget Justification) and Implementation Schedule. We appreciate this opportunity and look forward to working with you on the project.

Sincerely,

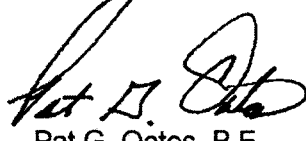
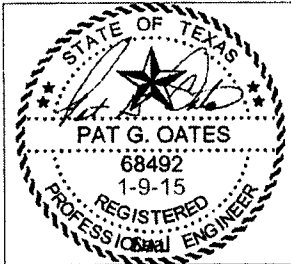

Pat G. Oates, P.E.
Engineering Director

TABLE 2 - BUDGET JUSTIFICATION OF RETAIL COSTS

Activity Description	HUD Act #	Materials/Facilities/Services	\$/Unit	Unit	Quantity	Construction	Engineering	Acquisition	Total
Senior Centers	03A	New Roofing System	\$14.00		14,700	\$205,800	\$0	\$0	\$205,800
Senior Centers	03A	Architectural (Engineering)	\$36,272.00	LS		\$0	\$36,272	\$0	\$36,272
						\$205,800	\$36,272	\$0	\$242,072



Pat G. Oates

Signature of Registered Engineer/ Architect Responsible For Budget Justification:

Jan 9, 2015 +1 (936) 637-4900
 Date: Phone Number

1-69

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Tyler County _____

Project Implementation Schedule

Environmental Certification is after Advertising.

Grantee: Tyler County
 Grantee Contract No: TDA CDBG Contract No. 7215491
 Grantee Contract Start: 10/15/15
 Grantee Contract End: 10/14/17

Grantee Contract: [Redacted]
 Year 15-----16-----17-----18

Description:	Cal. Days	Milestone/ Submittal Dates	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
<u>Activity:</u> 03A <u>Project:</u> Senior Center Improvements		<u>Description:</u>	Replace Roof of Senior Center																											
Engineering Procurement/Contracting	38	10/16/15 - 11/23/15	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Preliminary Engineering Report	23	11/24/15 - 12/17/15	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Environmental Procurement/Contracting ¹	30	12/18/15 - 01/17/16	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Environmental ERR Preparation & Submittal	60	01/18/16 - 03/18/16	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Environmental ERR Certification	30	04/18/16	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Acquisition ²			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
60% Design & Submittal ³	10	01/01/16 - 01/11/16	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
100% Design & Submittal (Plans/Specs/Permits) ⁴	14	01/26/16 - 02/09/16	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Design Acceptance	21	03/02/16	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Advertise	15	03/18/16	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Bid Opening	30	04/18/16	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Award	30	05/19/16	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Construction ⁵	240	06/17/16 - 02/12/17	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Closeout Completion ⁶	30	04/14/17	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█

¹ Environmental procurement/contracting is assumed to start the day following the 30% design submittal.
² Acquisition is assumed to start the day following the 30% design submittal.
³ 60% design is assumed to start two (2) weeks after the 30% design submittal for review.
⁴ 100% design is assumed to start two (2) weeks after the 60% design submittal for review.
⁵ Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.
⁶ Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

ATTACHMENT A
PART IV
TERMS & CONDITIONS

PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL SERVICES

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 City/County 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 five 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 City/County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Contract by the Firm, and the City/County may withhold any payments to the Firm for the purpose of set-off until such times as the exact amount of damages due the City/County from the Firm is determined.
2. Termination for Convenience of the City/County. The City/County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the City/County as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The City/County 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 by and between the City/County and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel
 - a. The Firm represents that it has, or will secure at its 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 City/County.
 - 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 Contract shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. 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 City/County thereto: Provided, however, that claims for money by the Firm from the City/County 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 City/County.

6. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the cost and obligations incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of 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. City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
8. 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/County.
9. Copyright. No reports, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the Firm.
10. 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/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. 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, creed, sex, color, handicap 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, creed, sex, color, handicap 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 apprenticeships. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City/County setting forth the provisions of this non-discrimination clause.
 - b. The Firm will, in all solicitation or advertisements for employees place by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
 - 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.

12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, 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.
13. 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, 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.
14. "Section 3" Compliance in the Provision of Training, Employment & 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. 1701u. 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 the Department 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 contractor 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 or training.
 - d. The contractor 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 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 the Department 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.

15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.
- a. The contractor 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 action 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 contractor 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 contractor'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 Secretary of Labor issued pursuant to the Act.
 - d. The contractor agrees to post 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 contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
 - e. The contractor will notify each labor union or representative or 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 action 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 the 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.
16. Interest of Members of a City/County. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any function 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.
17. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions of 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.
18. Interest of Firm and Employees. The Firm covenants that it 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.

ENGINEERING CONTRACT

PART I

AGREEMENT

THIS AGREEMENT, entered into this 9th day of November, 2015 by and between the County of Tyler, hereinafter called the "Locality", acting herein by Jacques Blanchette, County Judge, Hereunto duly authorized, and Goodwin-Lasiter-Strong hereinafter called "Firm", acting herein by Pat Oates, P.E., Engineering Manager.

WHEREAS, the County of Tyler desires to implement a FY-2015 TDA CDBG Senior Center Improvements No. 7215491 under the general direction of the Texas Department of Agriculture's Community Development Program; and whereas the Locality desire to engage Goodwin-Lasiter-Strong to render certain services in connection with its FY-2015 TDA CDBG Senior Center Improvements No. 7215491.

NOW THEREFORE, the parties do mutually agree as follows:

1. **Scope of Services**

Part II, Scope of Services, is hereby incorporated by references into this Agreement.

2. **Time of Performance**

The services of the firm shall commence on receipt of the completely executed contract (est. to be on or before November 23, 2015). In any event, all the services required and performed hereunder shall be completed, except for circumstances beyond the control of the engineer, no later than October 14, 2017.

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 Locality and its agencies. No charge will be made to the Firm for such information, and the Locality and its agencies 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 \$36,272.00 for the Scope of Project as initially outlined. Payment to (person/firm) shall be based on satisfactory completion of identified milestones in Part III - Exhibit B - 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 Locality 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, Worker's Compensation and income tax laws.

6. Miscellaneous Provisions


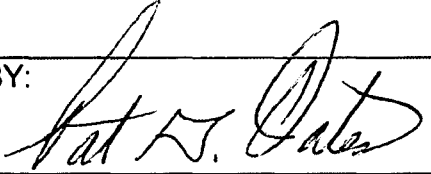

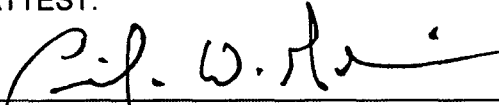
- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tyler County, Texas.
- b. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. The Locality shall provide access to their facilities and the locating of existing facilities for the Engineer for the purposes of design surveying necessary for the Firm to fulfill their responsibilities under this agreement:
- d. In any case that one or more of the provisions contained in this Agreement shall be for any reason 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.
- e. 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.
- f. This Agreement may be amended by mutual agreement of the parties hereto and writing to be attached to and incorporated into this Agreement.
- g. A time schedule (Exhibit A) will be furnished by the Firm. It will include a specified listing of activities and time frames in which they will be completed. Said Schedule shall be attached to and made a part of this Contract.
- h. The project "engineer of record" for the engineering firm is Pat G. Oates, P.E.

- i. The projected persons for the engineering firm to provide construction observations are as follows:
 - Larry J. Lasiter, P.E.
 - Bill Eberlan, Construction Observer
- j. The Locality's contact person, in regard to all matters concerning this Contract, shall be Jacques Blanchette, County Judge or his official designee.
- k. The Engineer shall receive and maintain 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 disk (CD), which are compatible with computer systems owned or readily available to the Engineer. The digital copy provided shall not include a digital representation of the Engineer's seal but the accompanying documentation from the Engineer 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 be provided to the Engineer. In addition, complete documentation as to the data and layout of the data files and the name of the software package(s) used to generate the data and maps shall be received and maintained by the Engineer in written form. The Engineer shall provide the office upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format, on a CD or other media in a file format determined by the Office. If requested by the office, the Engineer shall ensure that the CD copy of all electronic files and other data provided to the office are properly identified. Specifically, the CD label shall show the Engineer's name, the contents of CD, the preparer's name, and the name of the software package(s) used to generate the maps on the CD.

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 WITNESSETH HEREOF, the parties have hereto set their hands and seals.

CLIENT: County of Tyler	FIRM: Goodwin-Lasiter, Inc.
BY:  Jacques Blanchette, County Judge	BY:  Pat G. Oates, P.E., Engr. Manager
ATTEST: 	ATTEST: 

PART II

PROFESSIONAL ENGINEERING SCOPE OF SERVICES

The Engineering Firm shall render the following professional services necessary for the implementation of the project: *(These are not in order of performance.)*

SCOPE OF SERVICES

1. Attend preliminary conference with the Locality regarding the requirements of the project.
2. Provide the Grant Consultant and Locality with monthly progress reports in writing from the design phase through the end of construction. These reports can be provided through e-mail correspondence.
3. Determine necessity for any acquisition of any additional real property/easements/ROWs for the TCDP project and, if applicable, furnish to the Locality and Grant Consultant:
 - (a) Name and address of record property owners;
 - (b) Legal description of parcels to be acquired (Blanket type document is satisfactory);
 - (c) Sketch (Map) showing entire tract with designation of part to be acquired.
4. 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 Locality providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface exploration; laboratory testing and inspecting of samples or materials; other special consultation that are not under this agreement. The Engineer will review any tests required and act as the Locality's representative in connection with any such services. Costs of other services outside the surveying tasks are the responsibility of the Locality outside the costs outlined in this contract.
5. Prepare and acquire railroad/highway permits. Cost of permits to be paid for by the Locality in addition to the costs outlined in this agreement.
6. The Firm shall portray existing utilities in plan as shown by respective utility companies in the project area. The Engineer shall show locations of existing infrastructures on the construction plans according to record information, as applicable.

7. Prepare a preliminary engineering study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Locality, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Engineer's recommendations; to be completed within 60 days of contract execution. Does not include Special Reports such as USDA/TWDB, etc.
8. Furnish the Locality five (5) copies of the preliminary engineering report. (One copy of said report shall be furnished to the Grant Administrator by e-mail.)
9. Submit detailed drawings and plan/specifications to appropriate regulatory agency and obtain clearance (Locality Only).
10. Prepare bid packet/contract documents/advertisements for bids. (Bid package shall be furnished by the Locality's Grant Consultant.)
11. Incorporate any and all wage-rate modifications or supersedeas via bid addendum (if applicable).
12. Conduct bid opening and prepare minutes.
13. Tabulate, analyze, and review bids for completeness and accuracy.
14. Jointly, with Grant Administrator, conduct pre-construction conference and prepare copy of report/minutes. The Firm shall prepare the Construction Contracts and have them executed.
15. Issue Start of Construction Notice and Notice to Proceed to construction contractor and Grant Administrator.
16. Provide deductive alternatives in all proposed construction bids, where feasible, so that the lowest responsible base bid for construction not exceeding the funds available can be selected.
17. Design facilities to be used by the public for access by persons with disabilities in accordance with Public Law 504, where applicable.
18. Use forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond which have Texas Department of Agriculture approval.
19. Make periodic visits to the site to observe the progress and quality of the work and to determine in general if the work is proceeding in general conformance with the Contract.
20. Consult with and advise the Locality during construction; issue to contractors all instructions required by the Locality; prepare routine change orders if required, at no charge for engineering services to the Locality when the change order is required to correct errors or omissions by the Engineer; and provide price analysis for change

orders; process and submit change orders to Grant Administrator for approval prior to execution by Locality.

21. 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).
22. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owing to the contractor in such amounts; such approvals of payment to constitute a representation to the Locality, 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.
23. Require that a 10% retainage be withheld from all payment on construction contracts until final acceptance by the Locality and approval by the Texas Department of Agriculture CDBG Program, unless State or local law provides otherwise.
24. Prepare Certificate of Construction Completion.
25. Conduct interim/final inspections.
26. Revise contract drawings to show the work as actually constructed, and furnish the Locality with a set of "record drawings" plans.

CONSTRUCTION SUBCONTRACTS

Engineer shall meet the following provisions through the Construction Documents, except as shall be the responsibility of the Grant Administrator.

1. No work under this Contract shall be subcontracted by Engineer without prior approval, in writing, from the Locality.
2. The Engineer shall, prior to proceeding with the work, notify Locality in writing of the name of the 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 Locality determines that any subcontractor is incompetent or undesirable, the Locality will notify the Engineer 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 Contract shall create any contractual relation between any subcontractor and Locality.
4. The Engineer will include, in all contracts and subcontracts of amounts in excess of \$100,000.00, a provision which required compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368d), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit

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the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating facilities. The provisions shall require reporting of violations to Office of Rural Community Affairs (ORCA) and to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement.

5. The Engineer will include in all contracts and subcontracts, other than for small purchases (less than \$50,000), provisions or conditions which will allow for administrative, contractual or legal remedies in instances which violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Engineer will include in all contracts and subcontracts in excess of \$25,000 suitable provisions for termination by the Locality including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Engineer.
7. The Engineer will include in all contract and subcontracts in excess of \$25,000 provisions requiring compliance with the following:
 - a. The Engineer will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, physical or mental disability, marital status, parenthood, or age.
 - b. Executive Order 11246—Equal Employment Opportunity.
 - c. Copeland Anti-Kickback Act.
 - d. Davis-Bacon Act.
 - e. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.
 - f. A provision recognizing 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.
 - g. Section 3 of the Housing and Urban Development Act of 1969.
 - h. Title VI of the Civil Rights Act of 1964.
8. The Engineer 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 24 CFR Part 24. Under this Contract, a certification shall be provided and received from each proposed subcontractor and its principals.
9. The Engineer will include in all negotiated contracts and subcontracts a provision to the effect that the Locality, TDA, the Comptroller General of the State of Texas, 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 Engineer will include in all contracts and subcontracts a requirement that the Contractor maintain all relevant project records for three (3) years after the Locality has made final payment to the Contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Engineer 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 Engineer represents that it has the required skills and capacity to perform work and services to be provided under this Contract.
2. The Engineer represents that services provided under this Contract shall be performed within limits prescribed by the Locality in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Engineer'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 Locality and at the Engineer's expense if the deficiency is due to Engineer's negligence. The Locality shall notify the Engineer in writing 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 Locality under applicable state or federal law.
4. The Engineer agrees to and shall hold harmless the Locality, 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 engineer, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Engineer doing the work herein contracted for or by or in consequence of any negligence in the performance of this Contract, or by or on account of any omission in the performance of this Contract.
5. Additional Services outside the Scope of this Contract may only be provided by the Engineer with the written approval of the Locality. Said request shall include an estimate for said services represented as a fixed fee with a cost breakdown for time and effort.
6. If Locality shall request resident inspection (observation), the Engineer shall furnish said services at a cost of \$1,000.00 per day, not to exceed \$ 90,000.00. All Inspection Services required as a result of the Construction Contractor's failure to perform, shall be billed by the Locality to said Contractor as liquidated damages, unless approved in writing by the Locality.

The "not-to-exceed" price shown above is calculated at the per day cost times the estimated construction time of 90 working days.

PART III
EXHIBIT A
TIME SCHEDULE*
PROFESSIONAL ENGINEERING SERVICES

The following are estimated completion dates for the project based on a start date of November 23, 2015.

1. Completion of Preliminary Engineering	<u>December 17, 2015</u>
2. Completion of Design Survey	<u>December 10, 2015</u>
3. Completion of Plans and Specifications	<u>February 9, 2015</u>
4. TCEQ Approval of Plans and Specifications	<u>Not Applicable</u>
5. Environmental Clearance Process (NIC)	<u>Estimated 4 Months</u>
6. Completion of Bid Advertisement and Contract Award	<u>May 19, 2015</u>
7. Completion of Construction Staking	<u>Not Applicable</u>
8. Construction Commencing	<u>June 17, 2016</u>
9. Completion of final inspection and acceptance by the Locality and submittal of Record Drawings	<u>April 14, 2017</u>

- This time schedule is predicated on the receipt of the executed Agreement by the Engineering firm by November 23, 2015.
- The ACTUAL CONTRACT DATES BETWEEN THE Locality and State is October 15, 2015 to October 14, 2017.

Upon completion and approval of the construction plans, we will coordinate with the Locality and its Grant Administrator as to the best time to bid in order to obtain the most favorable bids. The timing assumes that if the Locality procures loan funds, these will not require additional engineering or environmental requirements (as with USDA/TWDB, etc.).

The estimated construction time frame is based on working days less holidays, weekends and estimated allowances for weather delays due to portions of the project constructed during wet weather months (November through May).

PART III
EXHIBIT B
PAYMENT SCHEDULE
PROFESSIONAL ENGINEERING SERVICES

Locality shall reimburse the Firm for basic engineering services provided upon completion of the following project milestones per the following percentages for the maximum contract amount: Each item can be billed based on a percentage of work completed:

	(\$) Column
1. Completion of Preliminary Engineering Study	<u>8%</u>
2. Completion of Design Survey	<u>6%</u>
3. Approval of Plans & Specifications	<u>35%</u>
4. Completion of bid advertisement and contract award	<u>20%</u>
5. Construction	<u>21%</u>
6. Completion of final inspection and acceptance by the Locality and submittal of As Built Plans to Locality	<u>10%</u>
Totaling	100%

Refer to following page for breakdown in Engineering Cost Letter.

Engineering Cost Letter

County of Tyler
100 W. Bluff, RM #102
Woodville, TX 75979

November 10, 2015

ATTN: Honorable Jacques Blanchette, County Judge

**RE: 2015 TDA CDBG Senior Center Improvements Project
Contract No. 7215491
Engineering Services**

Dear Judge Blanchette:

We appreciate the Tyler County's selection of Goodwin-Lasiter-Strong as the engineering firm for the Texas Department of Agriculture's 2015 CDBG Senior Center Improvements Project. The Project involves the following estimated improvements to your Senior Center Facility:

- Replace the Roofing.

This letter represents our cost proposal for providing professional engineering services for the project. The scope of our services and associated costs for each task is as follows:

Preliminary Engineering	\$ 2,902.00
Design Survey	\$ 2,176.00
Plans & Specifications	\$ 12,695.00
Bidding, Advertisement & Contract Award	\$ 7,254.00
Construction Phase	\$ 7,617.00
Final Inspection/As-built "Record Drawings"	\$ 3,628.00
Total	\$ 36,272.00

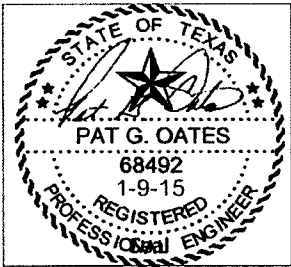
Attached is the Project Table 2 (Budget Justification) and Implementation Schedule. We appreciate this opportunity and look forward to working with you on the project.

Sincerely,


Pat G. Oates, P.E.
Engineering Director

TABLE 2 - BUDGET JUSTIFICATION OF RETAIL COSTS

Activity Description	HUD Act #	Materials/Facilities/Services	\$/Unit	Unit	Quantity	Construction	Engineering	Acquisition	Total
Senior Centers	03A	New Roofing System	\$14.00		14,700	\$205,800	\$0	\$0	\$205,800
Senior Centers	03A	Architectural (Engineering)	\$36,272.00	LS		\$0	\$36,272	\$0	\$36,272
						\$205,800	\$36,272	\$0	\$242,072



Pat G. Oates
 Signature of Registered Engineer/Architect Responsible For Budget Justification:

Jan 9, 2015 +1 (936) 637-4900
 Date: Phone Number

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Tyler County _____

Project Implementation Schedule

Environmental Certification is after Advertising

Grantee: Tyler County
 Grantee Contract No: TDA CDBG Contract No. 7215491
 Grantee Contract Start: 10/15/15
 Grantee Contract End: 10/14/17

Grantee Contract 
 Year 15-----16-----17-----18

Description:	Cal. Days	Milestone/ Submittal Dates	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Activity: 03A Project: Senior Center Improvements		Description:	Replace Roof of Senior Center																											
Engineering Procurement/Contracting	38	10/16/15 - 11/23/15	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Preliminary Engineering Report	23	11/24/15 - 12/17/15																												
Environmental Procurement/Contracting ¹	30	12/18/15 - 01/17/16																												
Environmental ERR Preparation & Submittal	60	01/18/16 - 03/18/16																												
Environmental ERR Certification	30	04/18/16																												
Acquisition ²																														
60% Design & Submittal ³	10	01/01/16 - 01/11/16																												
100% Design & Submittal (Plans/Specs/Permits) ⁴	14	01/26/16 - 02/09/16																												
Design Acceptance	21	03/02/16																												
Advertise	15	03/18/16																												
Bid Opening	30	04/18/16																												
Award	30	05/19/16																												
Construction ⁵	240	06/17/16 - 02/12/17																												
Closeout Completion ⁶	30	04/14/17																												

¹ Environmental procurement/contracting is assumed to start the day following the 30% design submittal.
² Acquisition is assumed to start the day following the 30% design submittal.
³ 60% design is assumed to start two (2) weeks after the 30% design submittal for review.
⁴ 100% design is assumed to start two (2) weeks after the 60% design submittal for review.
⁵ Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.
⁶ Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

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ATTACHMENT A
PART IV
TERMS & CONDITIONS

PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL SERVICES

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 City/County 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 five 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 City/County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Contract by the Firm, and the City/County may withhold any payments to the Firm for the purpose of set-off until such times as the exact amount of damages due the City/County from the Firm is determined.
2. Termination for Convenience of the City/County. The City/County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the City/County as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The City/County 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 by and between the City/County and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel
 - a. The Firm represents that it has, or will secure at its 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 City/County.
 - 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 Contract shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. 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 City/County thereto: Provided, however, that claims for money by the Firm from the City/County 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 City/County.

6. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the cost and obligations incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of 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. City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
8. 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/County.
9. Copyright. No reports, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the Firm.
10. 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/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. 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, creed, sex, color, handicap 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, creed, sex, color, handicap 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 apprenticeships. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City/County setting forth the provisions of this non-discrimination clause.
 - b. The Firm will, in all solicitation or advertisements for employees place by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
 - 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.

12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, 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.
13. 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, 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.
14. "Section 3" Compliance in the Provision of Training, Employment & 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. 1701u. 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 the Department 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 contractor 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 or training.
 - d. The contractor 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 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 the Department 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.

15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.
- a. The contractor 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 action 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 contractor 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 contractor'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 Secretary of Labor issued pursuant to the Act.
 - d. The contractor agrees to post 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 contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
 - e. The contractor will notify each labor union or representative or 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 action 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 the 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.
16. Interest of Members of a City/County. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any function 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.
17. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions of 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.
18. Interest of Firm and Employees. The Firm covenants that it 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.



Donece
TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Thursday
November 19, 2015
8:30 AM

MARTIN NASH
Commissioner, Pct. 1

RUSTY HUGHES
Commissioner, Pct. 2

JACQUES L. BLANCHETTE
County Judge

MIKE MARSHALL
Commissioner, Pct. 3

JACK WALSTON
Commissioner, Pct. 4

NOTICE Is hereby given that a *Regular Meeting* of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be considered and/or discussed;

Agenda

➤ **CALL TO ORDER**

- Establish Quorum
- Acknowledge Guests
- Invocation – *M. Nash*
- Pledge of Allegiance – *M. Nash*

I. CONSIDER/APPROVE/RECEIVE

- N/M* A. **Minutes from previous meeting(s)** - *Donece Gregory, County Clerk* *Nov 9*
- M/A* B. **Budget amendments/line item transfers** – *Jackie Skinner, County Auditor* *Comm # 1 & #4*
- J/IV* C. **Paying County bills** – *J. Skinner*
- H/M* D. **Open Bids for Cutting Timber at Tyler County Airport/Rodeo Arena/Ballpark, #10132015-01-** *J. Skinner*
No action taken
Award maybe Nov 30
- J/A* E. **Amendment to Otis Elevator Contract** – *Sue Saunders, County Treasurer*
- N/M* F. **Engineering Contract for #7215491 CDBG Senior Citizens Center Project** - *M. Nash*

M/m *Table - not Available*
G. Administrative Contract for #7215491 CDBG Senior Citizens Center Project - *M. Nash*

M/W **H.** Signage for Open Carry Notice at Polling Places - *D. Gregory* *big magnetic*

II. PRESENTATIONS

EXECUTIVE SESSION *- None*

Consult with District Attorney and/or his legal staff in executive session held in accordance with Texas Government Codes 555.071(1)(A), (2) regarding pending and/or contemplated litigation, and/or 551.074, regarding personnel matters, and/or property acquisition.

M/m
ADJOURN *8:45 AM*

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Tyler County Courthouse at a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Section 551.002 & 551.041.

Executed on _____ 2015 Time _____
Donece Gregory, County Clerk/Ex Officio Member of Commissioners Court

By: _____ (Deputy)



Donece Gregory

COUNTY CLERK, TYLER COUNTY

November 19, 2015

To: Keith Ingram
Secretary of State, Director of Elections
P O Box 12060
Austin, TX 78711-2060

Re: Open Carry

Mr. Ingram,

Tyler County is requesting approval for signage with the following language:

The passage of House Bill 910, which becomes effective January 1, 2016, and will allow open carry of handguns, did NOT change the law as it pertains to guns in the polling place; thus no one except licensed peace officers may carry handguns into the polling place.

El pasaje de House Bill 910, que llega a ser la ley en el 1 de enero, 2016, y va a permitir de llevar pistolas sin escondiendolas, NO cambio la ley a cerca de llevar pistolas en el lugar de votar; as? nadie menus que las personas de la pol?c?a pueden llevar pistolas en el lugar de votar.

Sincerely,

Donece Gregory
County Clerk

Dean Rivers
Chief Deputy
Criminal Court
Elections

Roxanne Hart
Probate Court
Civil Court
Elections

Dana LeJune
Vital Records
Real Property
Elections

Katrina Walston
Voter Registration
Records Management
Real Property
Elections

Janet Brown
Bookkeeper
Records Management
Real Property
Elections

Kimberly Murray
Real Property
Elections

116 S. Charlton
Woodville, Texas 75979

County of the Dogwood Festival

409-283-2281
Fax: 409-283-8045