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Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

FILED FOR RECORD
at 12:00 o'clock P M

SEP 23 2014

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex
By *[Signature]*

AGREEMENT made as of the Ninth day of September in the year Two Thousand Fourteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Hunt County, Texas
2507 Lee Street
Greenville, TX 75401
Telephone Number: 903-408-4100

and the Architect:
(Name, legal status, address and other information)

Wiginton Hooker Jeffrey P.C. Architects
500 N. Central Expressway, Suite 300
Plano, Texas 75074
Telephone Number: 972-665-0657
Fax Number: 972-665-0656

for the following Project:
(Name, location and detailed description)

Hunt County Tax Assessor Facility
Facility shall be located on a 1.323 acre site in Hunt County at 4715 King Street, Greenville, Texas 75401.
The new facility shall be approximately 7,000 sf.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Project shall consist of a new tax assessor/collector facility. The budget for the Cost of the Work is \$1,000,000.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined.

.2 Substantial Completion date:

To be determined.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect and Architect's Consultants shall perform its services consistent with the professional skill and care ordinarily provided by architects and other consultants practicing in the same or similar locality under the same or similar circumstances. Neither the law nor the ordinary and reasonable standard of care places the burden of perfect performance of professional services on the Architect or Architect's Consultants. The Owner acknowledges that this design effort is a unique one-time creative endeavor that does not have the benefit of testing, that some level of imperfection must be expected, that the construction documents may contain errors and omissions, and that the missing and corrective information shall be developed during the construction process. When an error or omission is discovered, the Architect or Architect's Consultants shall provide all necessary design services and documentation for corrective action at no cost to the Owner. The Architect and Consultants shall perform services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000 each occurrence.

.2 Automobile Liability

\$1,000,000 single limit

.3 Workers' Compensation

\$500,000 each accident

.4 Professional Liability

\$1,000,000

The claims made for Professional Liability insurance coverage is the total aggregate limit for all claims presented with the annual policy period and is subject to a deductible.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the

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commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of perspective sketches or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

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§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. These Documents may contain inconsistencies and omissions inherent to the Design and Construction Process. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

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- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 ITEM DELETED

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. The Architect and his Engineers shall not be required to furnish or pay for Construction Materials and Labor not contained within the Construction Documents whether these items were an omission or added during Construction.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment or six (6) months after the start of Construction, whichever occurs first.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests

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for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	

§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 4.1.6	Building information modeling	Architect	See 4.2 below.
<i>(Row deleted)</i>			
§ 4.1.7	Civil engineering	Architect	See 4.2 below.
§ 4.1.8	Landscape design	Architect	See 4.2 below.
§ 4.1.9	Architectural Interior Design (B252™–2007)	Not Provided	
§ 4.1.10	Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Architect	See 4.2 below.
§ 4.1.12	On-site project representation	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner’s consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22	Commissioning (B211™–2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™–2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

Item 4.1.6 – Building Information Modeling: The Architect may, at their sole discretion, utilize BIM while fulfilling their scope of services. No extra fee will be charged for this use of BIM.

Item 4.1.7 – Civil Engineering Services: Services shall include on-site design for Site Grading, Site Drainage, Water and Wastewater, Paving & Dimensional Control and Erosion Control Plan. TxDOT Drive Permits and design of on-site detention, if required, are not included in this scope. Design of improvements or extensions of the public water and sewer system, or improvements or extensions to City streets are not included.

Item 4.1.11 – Detailed Cost Estimating: A total of three (3) Cost Estimates shall be prepared at the following design milestones: one at the completion of Schematic Design, one estimate during Design Development and one estimate during Construction Documents.

Item 4.1.8 – Landscape Design: Services shall include preparing a landscape planting plan, complete with required details and notations, and an irrigation plan that responds to the proposed landscaping. Tree Mitigation/Preservation Plan is not included in this scope.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

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§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

(Paragraph deleted)

- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; "Extensive Number" shall be defined as more than 2 claims;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Six (6) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. In addition, Services provided by the Architect under Article 3.6 "Construction Phase Services" are based upon a six (6) month Construction Phase and include the number of visits indicated in

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4.2.1.3 above. Should the Architect be required to provide services beyond this timeframe or quantity of trips, the Architect shall be compensated in accordance with Article 11.3 for these Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect prior to or after bidding and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, with additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

Init.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Litigation in a court of competent jurisdiction

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

Init.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

For Basic Services, the estimated fee shall be ninety thousand dollars (\$90,000.00), which is based on nine percent (9.0%) of the total Cost of the Work, as defined in Article 6, which currently is budgeted at \$1,000,000.00. Should the budgeted Cost of the Work or the final Cost of the Work vary from this, the fee shall be adjusted accordingly based upon the percentage listed.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Item 4.1.7	Civil Engineering/Design	\$	28,600.00
Item 4.1.8	Landscape Design	\$	5,850.00
Item 4.1.11	Detailed Cost Estimating	\$	10,000.00
Additional Service Total		\$	44,450.00

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation.)*

On a mutually agreeable stipulated sum; or failing this on an hourly basis at the Architect's normal billing rates for each staff member performing the services.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Thirty percent (30.00%)

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (20	%)
Design Development Phase	Thirty	percent (30	%)
Construction Documents Phase	Twenty-five	percent (25	%)
Bidding or Negotiation Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
<i>(Row deleted)</i>				
Total Basic Compensation	One hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(Paragraphs deleted)

Employee or Category	Rate
Sr. Principal	\$250
Principal	\$200
Sr. Project Manager	\$150
Project Manager	\$125
Sr. Project Designer	\$150
Project Designer	\$125
Sr. Const. Administrator	\$135

Init.

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User Notes:

(1162892377)

Construction Administrator	\$75
Project Architect/Coordinator	\$110
Intern/CADD Operator 3	\$90
Intern/CADD Operator 2	\$80
Intern/CADD Operator 1	\$70
Specification Writer	\$100
Clerical	\$65

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00%) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

On a mutually agreeable stipulated sum.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

12.00% per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

None at this time.

ARTICLE 13 SCOPE OF THE AGREEMENT

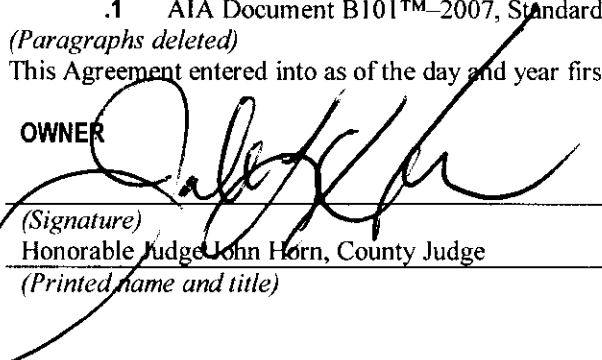
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
(Paragraphs deleted)

This Agreement entered into as of the day and year first written above.

OWNER

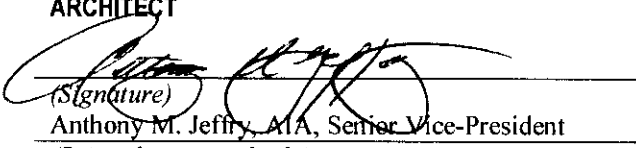


(Signature)

Honorable Judge John Horn, County Judge

(Printed name and title)

ARCHITECT

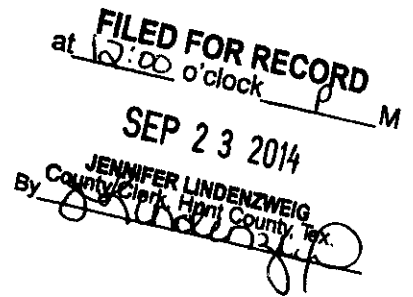


(Signature)

Anthony M. Jeffrey, AIA, Senior Vice-President

(Printed name and title)

Init.



MEMORANDUM

TO: CountyChoice Silver Participant Counties
FROM: Melissa Lopez, Employee Benefits Specialist
RE: 2015 UnitedHealthcare Renewal Packet
DATE: August 29, 2014

The annual renewal process for UnitedHealthcare (UHC) retiree medical benefits is complete. Enclosed are renewal documents along with a memo regarding Medicare Part B Enrollment.

Please sign the renewal documents enclosed and return to TAC HEBP by September 29, 2014. Listed below are the following forms that must be initialed, signed and returned.

- 2015 Renewal Notice and Benefit Confirmation
- 2015 Member Contact Designation Form

Once your group has confirmed the 2015 Plan Year renewal with TAC HEBP, a rate change letter will be mailed to all direct bill retirees. UHC will mail each retiree an Annual Notification of Change (ANOC) as soon as Medicare provides 2015 benefit changes which should be released in late October.

Please note the Centers for Medicare and Medicaid Services (CMS) annual Open Enrollment dates are October 15th through December 7th.

Please copy these documents for your records and fax or mail the signed documents back to:

**TAC HEBP
P.O. Box 2131
Austin, TX 78768
Or
Fax: 512-481-8481**

If you have any questions, please contact me at 1-800-456-5974 ext. 3314



MEMORANDUM

To: CountyChoice Silver Participant Counties
Re: Medicare Part B Enrollment Questions

In an effort to assist you in answering questions from future retirees about Medicare Part B enrollment, we have noted on the following page some Medicare facts and requirements for quick reference.

The facts sheet can be handed out to Medicare eligible employees as well as employees considering future retirement.

Participants who qualify for Medicare Disability are subject to other requirements. Please direct all Medicare eligible participants to a Medicare case worker for requirements specific to their needs by calling 1-800-MEDICARE (1-800-633-4227) to discuss enrollment options.



Medicare Part B Frequently Asked Questions

Q: What is Medicare Part B?

A: Medicare Part B (Medical Insurance) helps cover doctor and other health care provider services, outpatient care, durable medical equipment and home health care. Medicare Part B also helps cover preventive services to help maintain your health and to keep certain illnesses from getting worse.

Q: When can you sign up?

A: Medicare eligible enrollment options are:

Initial Enrollment Period

You can sign up when you're first eligible for Part A (provided at no additional cost) and/or Part B (for which you pay monthly premiums) during your Initial Enrollment Period. For example, if you're eligible when you turn 65, you can sign up during the 7-month period that begins 3 months before the month you turn 65 (that includes the month you turn 65) and ends 3 months after the month you turn 65.

Special Enrollment Period

If you didn't sign up for Part A and/or Part B when you were first eligible because you are covered under a group health plan based on **current employment**, you may sign up for Part A and/or Part B as follows:

- Anytime that you or your spouse is working, and you are covered by a group health plan through the employer based on that work, or
- During the 8-month period that begins the month after the employment ends or the group health plan insurance based on current employment ends, whichever happens first.

General Enrollment Period

If you didn't sign up for Part A and/or Part B when you were first eligible, general enrollment is available between January 1 and March 31 each year and coverage would begin July 1. Please note: you may have to pay a higher premium for late enrollment.

Q: Can I sign up for Part B if I still have current employer health coverage?

A: You can sign up for Part B any time you have current employer health coverage once you become eligible.

Q: What happens if I didn't sign up after my active employment ended?

A: If you don't enroll in Part B during the 8 month Special Enrollment Period, you may have to pay a penalty. You won't be able to enroll until the next General Enrollment Period and you will have to wait before your coverage begins.

This period will run whether or not you choose COBRA. **If you choose COBRA, don't wait until your COBRA ends to enroll in Part B.**

The guidelines listed above are general requirement excerpts taken from Centers for Medicare & Medicaid services, 2014 Medicare & You Handbook. Please visit Medicare.gov for full access to handbook or call 1-800-MEDICARE (1-800-633-4227) to discuss enrollment options.



UnitedHealthcare
2015 Renewal Notice and Benefit Confirmation

Group: 4439 - Hunt County

Anniversary Date: 1/01/2015

Return to TAC by: 9/26/2014

Please initial and complete each section confirming your group's renewal. Fax to 1-512-481-8481 or email to melissal@county.org.

RETIREE MEDICAL

2014 Rates: \$210.93

2015 Rates: \$227.00

Initial to accept 2015 Retiree Medical Rates.

RETIREE RX

2014 Rates: \$185.39

2015 Rates: \$194.66

Initial to accept 2015 Retiree RX Rates.

BILLING METHOD

Direct Bill – The Employer pays \$0 premium. The bill is sent to the Retiree monthly.

Initial to accept Billing Method.

- Rates effective from 1/1/2015 through 12/31/2015.
- Signature on the following page is required to confirm and accept your group's renewal.

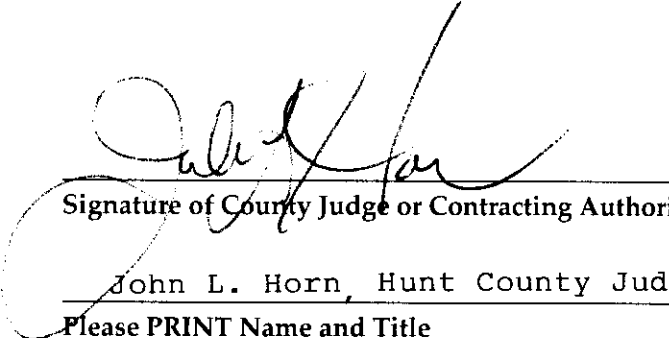
**CountyChoice Silver
UnitedHealthcare
Member Contact Designations**

Contracting Authority: As specified in the Interlocal Participation Agreement, each Member hereby designates and appoints a Contracting Authority of department head rank or above and agrees that TAC HEBP shall NOT be required to contact or provide notices to ANY OTHER person. Further, any notice to, or agreement by, a Member's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP. Please complete each category below:

Name: Delores Shelton
Title: Hunt County Treasurer
Address: PO Box 1097
Greenville, TX 75403
Phone: 903-408-4171
Fax: 903-408-4285
Email: hctreasurer@huntcounty.net

Primary Contact: Main contact for daily matters pertaining to the retiree benefits.

Name: Cindy Hames
Title: Benefits Administrator
Address: PO Box 1097
Greenville, TX 75403
Phone: 903-408-4179
Fax: 903-408-4285
Email: hcpayroll@huntcounty.net


Signature of County Judge or Contracting Authority

September 23, 2014
Date

John L. Horn, Hunt County Judge
Please PRINT Name and Title



411 Main Street
Sulphur Springs, TX 75482
Phone: 903-885-0821
Fax: 903-885-8734

#13,420(5)

September 11, 2014

Cheryl Blue - Purchasing Agent
2507 Lee Street, Room 104
Greenville, Texas 75401
Phone - 903-408-4148
Fax - 903-408-4242
cblue@huntcounty.net

FILED FOR RECORD
at 2:00 o'clock P M
SEP 23 2014
JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By *Jennifer Lindenzweig*

Re: Rx Contract Renewal for Hunt County

Medicine Chest is pleased to accept a renewal of the Interlocal Agreement for dates November 1, 2014 thru October 31, 2014 to provide medications through the current Prescription Drug Contract with Medicine Chest Pharmacies. The contract rates will remain the same, please see below:

Brand Medications will be the lower of:

AWP minus 9.38% and no fee or AWP minus 11.38% + \$2.50 fee

Generic Medications will be the lower of:

The above brand calculation, MAC + \$3.50 or Acquisition + 25% + \$3.50 fee

We appreciate the opportunity to continue serving Hunt County. If you need any assistance or have any questions, please feel free to contact me.

Sincerely,

April Johnson

April Johnson, Registered-CPhT, BBA
Pharmacy Operations, Contracting & Licensing

Cheryl Blue, Hunt County Purchasing Agent

STANDARD TERMS AND CONDITIONS PLEASE
READ CAREFULLY

CONTRACT DATES: Nov 1, 2014 TO OCT 31, 2015

Standard Terms and Conditions apply to all advertised Invitations to Bid; however, these may be superseded, whole or in part, by the SPECIAL TERMS AND CONDITIONS AND/OR INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.

All bids shall be binding upon the respondent if accepted by the County within sixty (60) days of the Bid opening.

Bids are solicited for furnishing merchandise, supplies, services and or equipment set forth in this document. By returning this Bid with price(s) quoted, Contractors certify and agree to the following:

BID REQUIREMENTS: Offeror must comply with all statutes, rules, regulations and policies relating to purchasing at Hunt County in addition to the requirements of this form.

BID CERTIFICATION: The Offeror agrees that the submission of a signed Bid is certification that the Offeror will accept an award made to it as a result of the submission.

BID AFFIRMATION: Signing this Bid with a false statement is a material breach and shall void the submitted Bid or any resulting contract(s), and the Offeror shall be removed from all Bid lists. By signature, the Offeror certifies that the Offeror has not (i) give, offered to give, nor does it intend to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any Hunt County Elected Official employee in connection with the submitted Bid; (ii) received compensation for participation in the preparation of this Invitation to Bid or its specifications; and (iii) violated the antitrust laws of this state or the Federal Antitrust Laws or communicated directly or indirectly to any competitor or any other person engaged in such line of business in connection with this Invitation for Bids.

ACKNOWLEDGEMENT OF AMENDMENTS: Offeror shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the Bid, by identifying the amendment number and the date in the space provided for this purpose, or by letter. The acknowledgement must be received by Hunt County by the time and at the place specified for receipt of Bids.

ADDITIONAL INFORMATION: Questions regarding this solicitation must be in writing to Hunt County Judge's Office. Bidders are cautioned that any statement by said contact that materially changes any portion of the solicitation document shall not be relied upon unless subsequently ratified by formal amendment to the solicitation document.

BID WITHDRAWAL: after opening, Offers will not be allowed to withdraw their bids unless an obvious mistake supported by objective evidence that the mistake was unintentional, and approved by Hunt County. Any requests for withdrawal must be made in writing and substantiated by all original work papers, documents, and other materials used in the preparation of the proposal. Such request shall be received by Hunt County within 10 days after opening. If permitted to withdraw the bid, the Offeror shall not supply any material or labor or perform any subcontract or other work in connection with the resulting contract. Prior to the opening, Offeror may withdraw simply by making a written request to Hunt County; no explanation is required.

DELIVERY AND FREIGHT CHARGES: All delivery and freight charges are to be included, on the basis of deliveries being FOB destination. Deliveries are to be made per instructions. Shipments sent C.O.D. without Hunt County's consent will not be accepted and will be at Seller's risk.

MATERIAL SAFETY DATA SHEETS: The Seller shall provide, at no additional cost one (1) copy of any applicable Manufacturer's Material Data Safety Sheet(s) (MSDS) to Hunt County. If OSHA or federal, state or local laws provide for other requirements, such requirements are in addition to the MSDS requirement.

CONTRACT AWARD: A response to this Invitation to Bid is an offer to sell based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through issuance of Purchase Requisition or Contract by Hunt County Commissioners Court. This Bid along with worksheets, submitted documents when properly accepted and awarded by Hunt County Commissioners Court, shall constitute a contract equally binding between the successful Offeror and Hunt County. No different or additional terms will become a part of this contract with the exception of a Change Order.

BIDDER RESPONSIBILITY: The Contractor shall obtain from the appropriate City, County, or State of Texas the necessary permit (s), if any, required by the ordinances of the City, County or State for the performance of the work.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS: An Offeror must affirmatively demonstrate their responsibility. An offeror must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required.
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

PROTESTS: A supplier who disagrees with an action taken by Hunt County shall submit a written protest stating the basis for its position. Hunt County may meet with the supplier and in any case shall provide a written response to the supplier's protest. If the supplier requests further review of the action of Hunt County, such review shall be promptly conducted by Counsel for Hunt County.

TIE BIDS: Award will be made by drawing lots. Consistent and continued tie bids could cause rejection of Bids by Hunt County and/or investigation for antitrust violations.

FORCE MAJEURE: No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of terrorism, or other cause of similar or dissimilar nature beyond its control.

FAILURE TO ENFORCE: Failure by Hunt County at any time to enforce provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Hunt County to enforce any provision at any time in accordance with its terms.

SALES TAX: Hunt County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Hunt County claims exemption from all sales and/or use taxes under Texas Tax Code 151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hunt County Auditor.

ORAL STATEMENTS: Hunt County will not be bound by any oral statement or representation in connection with the solicitation or resulting contract(s). Any changes will be in written form and issued by the Hunt County Judge's Office.

INDEMNITY: Seller shall indemnify and hold harmless Hunt County, its officers and employees harmless from all claims for personal injury, death and/or property damage resulting in directly or indirectly for the contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Bid, appropriate insurance coverage including as a minimum, public liability and property damage with adequate limits to cover

contractor's liability as may arise directly or indirectly from work performed under this Bid. Certification of such coverage must be provided to the County before beginning any work.

REMEDIES: If Seller breaches any term of a contract, Hunt County shall have the rights available by law and equity, including the right to; (i) rescind or cancel this order for goods or services or any part thereof, and to retain any delivered goods, and to retain from any money otherwise due for goods previously delivered an amount which Hunt County determines is adequate to cover all damages from Seller's breach; (ii) purchase substitute goods and charge Seller with any loss incurred thereby; (iii) reject any nonconforming tender, and/or store and and/or return such goods to Seller at Seller's risk and expense; and (iv) assert any claim for damages, including manufacturing costs, and incidental, consequential or special damages incurred by Hunt County. The foregoing rights are in addition to any other remedies provided herein or provided by law or in equity. Such remedies to be cumulative and not alternative.

ASSIGNMENT: Without the prior written consent of Hunt County, Seller's right and obligations hereunder may not be assigned or delegated in whole or in part. Any purported assignment or delegation made without such written permission shall be wholly null and void, and Hunt County may treat such as a breach hereof. Hunt County may assign or delegate all or any part of its right and duties hereunder.

CANCELLATION: Upon thirty (30) days written notice to Seller, Hunt County may cancel an Order, in whole or in part, without any obligation and/or liability to either party. This contract shall remain in effect until contract expires, delivery/completion and acceptance of goods or services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful Offeror must state therein the reasons for such cancellation. Hunt County reserves the right to award cancelled contract to next lowest and best Offeror as it deems to be in the best interest of the County.

APPLICABLE LAWS: Seller must comply with all local, state and federal laws and regulations affecting the price production, sale or delivery of the materials or services this order without limitation, the Fair Labor Standards Act of 1938, as amended (29 U.S.C. SS2000 ET Seq.) Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. SS200E ET Seq.), and all applicable state and federal affirmative action and non-discrimination requirements. If Seller breaches its obligations in this Section, the Order may be terminated forthwith without notice and without any liability whatsoever on Hunt County. The goods may be returned or held for the account of the seller, at the Seller's risk and expense.

GOVERNING LAW: This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding dispute arising out of any agreement shall be brought in the federal or state courts within Hunt County and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

FUNDING CLAUSE: Hunt County intends to make all payments required to be made under this Agreement. However, in the event, through no action initiated by the End User, its legislative body does not appropriate funds for the continuation of this agreement for any fiscal year after the current fiscal year and it has no funds to continue this Agreement, may be terminated. To effect the termination of this Agreement, Hunt County shall, thirty (30) days prior to the prior to the beginning of the fiscal year for which its legislative body does not appropriate funds, send written notice stating that funds have not been appropriated for the next fiscal year. The Contractor will submit a final invoice and will cooperated with the County Auditor to remove all property owned by the Contractor as soon as possible. The final invoice will be verified and approved. Thereupon, Hunt County will be released from its obligation to make further payments.

COOPERATIVE CONTRACTS: Hunt County reserves the right to make purchases form governmental cooperative contracts or other Contractors to meet county needs. Governmental entities within Hunt County utilizing inter- governmental contracts with Hunt County will be eligible, but not obligated, to purchase goods and/or services under contract(s) awarded as a result of this solicitation. Using entities are responsible for obtaining charge authorization levels from awarded Contractor and are responsible for conforming to their statuted auditing

regulations. Hunt County will not be responsible for another governmental entity's debts. Each entity will order their goods and/or services as needed.

AUTHORIZED PERSONNEL: County employees, other than those designated by the county auditor are not authorized to sign any kind of supplemental or binding purchase, lease or rental agreement for goods or services for Hunt County.

INTEGRATION: This contract contains the entire agreement of the parties with respect to the matters covered by its terms. No other agreement, statement, or promise made by any party, or to any employee, office, or agent of any party that is not contained in this contract shall be of any force or effect.

SEVERABILITY: If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

CONTRACT EXTENSION: The County shall have the option of extending this contract, subject to the approval of funding and review of the service provided by the Contractor, for up to three (3) additional one (1) year terms to be extended one (1) year at a time unless otherwise stated in this Bid. Contracts are extended upon mutual agreement of both Contractor and the County. The County of Hunt will not consider contract extensions which include any increase in unit Bid prices.

RIGHT TO PURCHASE ELSEWHERE: Hunt County will not actively solicit bids, proposals, quotations or otherwise to test the market solely for the purpose of seeking alternative sources; however, Hunt County reserves the right to purchase elsewhere any and/or all items covered by this contract if available from another source at a price lower than the contract price or if contract term(s) are not met, or if the successful Offeror cannot deliver the ordered goods to meet County work schedules.

EXEMPTIONS/SUBSTITUTIONS: All Bids meeting the intent of this Invitation to Bid will be considered for the award. Offerors taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the Bid. The absence of such list shall indicate that the Offeror has not taken exceptions and shall hold the Offeror responsible to perform in strict accordance with the specifications of the Invitation. Hunt County Commissioners Court reserves the right to accept any and/or all/none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

SCANNED OR RE-TYPED RESPONSE: If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published Bid package, then in the event of any conflict between terms and provisions of the County's published Bid, or any portion thereof, and the terms and provisions of the response made by the offeror, the County's Bid as published shall control. Furthermore, if an alteration of any kind to the County's published Bid is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

CONFLICT OF INTEREST QUESTIONNAIRE (CIQ): The CIQ must be signed and returned with the original bid packet. Bid will be disqualified if the CIQ is not signed.

Hunt County reserves the right to accept or reject all or any part of any Bid and make award that best serves the interests of Hunt County.

Any responses, worksheets and/or submitted documents to this Bid become the property of Hunt County unless withdrawn before the due date and time of this bid.

SPECIAL TERMS AND CONDITION

**CONTRACT
TERM:**

THE TERM OF THE CONTRACT IS TO BE ONE (1) YEAR BEGINNING NOVEMBER 1, 2014 THROUGH OCTOBER 31, 2015 WITH OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE (1) YEAR TERMS.

Termination:

The obligation to provide further service under the terms of the resulting agreement may be terminated by the County upon thirty (30) days written notice in the event of material breach by successful Contractor to perform in accordance with the terms hereof, or any contract resulting from this Invitation to Bid.

INSURANCE REQUIREMENTS: The Seller shall provide Hunt County within two (2) weeks prior to the beginning of any contract for goods and/or services with a certificate of insurance and agrees to maintain at the Seller's expense such insurance with companies qualified to do business in Texas.

Types and Minimum Limits of Insurance

- a. Worker's Compensation Insurance as required by the STATE OF TEXAS-STATUTORY.
- b. Employer's Liability Insurance with a limit of not Less than \$500,000.00
- c. Comprehensive General Liability with the limits of \$1,000,000.00 per occurrence/aggregate, including product and completed operations coverage.
- d. Deductible shall be \$5,000 or less on each of the above listed coverage.

FAILURE TO COMPLY WITH THE LAWFUL REQUIREMENTS OR ADEQUATE LIABILITY REQUIREMENTS MAY RESULT IN DELAY OF PAYMENTS AND/OR CANCELLATION OF THE CONTRACT.

All Bids must include this Invitation and any subsequent addenda and must be submitted in the specified form and the Offeror must sign and date their Bid in the space provided.

Hunt County is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code. Bids submitted in response to this Invitation are subject to release by the County as public information. If Offeror believes the Bid response, or parts of it are confidential, as proprietary information, he/she must specify that either all or part is excepted, and provide specific and detailed justification for its claim of confidentiality. Vague and general claims to confidentiality are not acceptable. All Bids or parts of the Bids which are not marked as confidential will be considered public information after a contract has been awarded. The successful Bid may be considered public information even though parts are marked confidential.

Marking your entire Bid CONFIDENTIAL/PROPRIETARY is not conformance with the Texas Open Records Act. Each Offeror shall carefully examine all Invitation to Bid documents and thoroughly familiarize themselves with all requirements prior to submitting a Bid. Offerors will be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the Bid. Failure to make such investigations and exceptions shall not relieve the Offerors obligation to comply in every detail, with provisions and requirement of the Bid.

Offerors, their Employees or Representatives, are PROHIBITED from contacting any Official or Employee of Hunt County in regard to this Bid from the issuing date of the Bid until the date the Hunt County Commissioners Court meets to consider award of the Bid. Any such contact will be grounds for rejection of the Contractors proposal.

Bids must be manually signed by an officer of the company authorized to bind the submitter to its provision. The person signing the Bid must show title or AUTHORITY TO BIND THEIR FIRM IN A CONTRACT. Failure to manually sign the bid will disqualify it.

The Bid submitted shall become an integral part of the contract between the County and the Offeror, covenants, and conditions therein contained shall be binding upon the person, firm or corporation executing the same.

NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT HUNT COUNTY TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS INVITATION TO BID.

NO OFFER OF SIGNING BONUS WILL BE ALLOWED. NO VALUE

ADDED SERVICES WILL BE CONSIDERED.

Responses offering a signing bonus or value added services will be disqualified and will be removed from future considerations.

HUNT COUNTY SPECIFICATIONS FOR PRESCRIPTION DRUGS

- I. Hunt County is requesting bids for Prescription Drugs (Name Brand and Generic) for inmates housed at the Hunt County Justice Center.

Generic Prescription Drugs shall be provided for all orders
unless attending physician states Brand Name only.

By submitting a bid, the Vendor hereby agrees to all of the terms and provisions of the specifications, and to all terms and provisions of the contract.

2. This contract will be awarded to ONE VENDOR. Award shall be based on the fee basis per item for brand Name and Generic prescription drugs and evaluated services and qualifications. Since pricing is pre-set except for the dispensing fee, services and qualifications will be a major evaluation factor in the award. Please provide additional information that will be helpful.
3. Prescription Drug prices will be tied to the Indigent Health Care (IHC) rate as set by the Texas Department of State Health Services (TDSHS) as follows:
 - a. Brand medications will be the lower of: AWP minus 9.38% and no fee or AWP minus 11.38% + \$2.50 fee.
 - b. Generic medications will be the lower of: the above brand calculation, MAC+ \$3.50 or acquisition+ 25% + \$3.50 fee.Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of this contract. Pricing on all transportation, freight, drayage and all other charges are to be prepaid by the Contractor and included in the bid prices.
4. Prescription must be blister packaged with free delivery to the Hunt County Justice Center.
5. In addition to requirements previously mentioned the successful vendor shall:
 - a. Show proof of a current Class A Pharmacy Permit and a valid Pharmacist License to practice in the State of Texas.
 - b. Be able to supply twenty-four (24) hour emergency service, seven (7) days a week with a pharmacist on call,
 - c. Supply medication in sealed bubble packs for easy handling.
 - d. Be willing to perform drug reviews (using indicators), be available for consultation, and provide in service programs at Hunt County Justice Center as needed.
 - e. Be available with contracting doctor for any necessary consultations.
 - f. Will work with the Hunt County indigent Health Coordinator.
 - g. Abide with Hunt County's HIPPA and Privacy Policies if applicable.
 - h. Complete the Conflict of Interest Questionnaire.
6. Prescription Drugs shall be delivered within an acceptable amount of time after the order is placed.
7. A packing list or invoice shall accompany each shipment and show:
 - a. Name and address of the Vendor.
 - b. Name of Inmate.
 - c. Description of material shipped, including item numbers, quantities, number of containers and package number, if any.
 - d. Signature of County employee receiving the item(s).
 - e. Invoice must include the National Drug Code (NOC).
 - f. Invoices should be sent at least weekly.

8. Invoices shall be directly mailed to the Hunt County Auditor's Office, P.O. Box 1097, Greenville, Texas 75403, Attention: Michelle Gregory or hand-delivered to 2507 Lee St, Room 104, Greenville, Texas 75403. Payments will be processed within thirty (30) days after receipt of the invoice or items, whichever is later. Invoices must be itemized and must reference the Hunt County Purchase Order Number in order to be processed for payment.
9. Vendors are not officially to begin work or make delivery until a contract or award, signed by the proper parties, is executed. Hunt County accepts no liability of any kind for products and / or services delivered without proper authorization.
10. Silence of Specifications: The apparent silence of these specifications as to any detail, or the apparent omission for it of all detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement.
11. Waiver of Subrogation: By virtue of this contract, both the Contractor and insurance carrier waive any and all rights whatsoever with regard to subrogation against Hunt County as an indirect party to any suit arising out of personal or property damages resulting from Contractor's performance under this agreement.
12. Award: Criteria utilized by Hunt County for determining the lowest responsible bidder includes, but is not limited to, whether the bidder meets the County's published specifications, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor which could reasonably be asserted as being relevant to a successful performance. The County reserves the right to award this contract to the lowest and best bidder(s) in a specific area or areas based on the most convenient location(s) for the using department.

Medicine Chest had worked with Hunt County Indigent Program for several years to provide pharmacy services to Hunt County Jail Inmates.

As our business has grown we have added a rotation of pharmacists on call 24 hours, 7 days a week to handle emergency situations for our institutional and residential patient services. Hunt County Jail personnel will have one number to call to reach a pharmacist after regular business hours.

Medicine Chest will continue to provide medications packaged in sealed medication cards as requested.

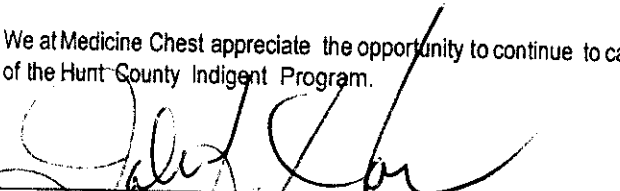
Pharmacy Consulting Services are available to your facility as well. We have a network of pharmacy professionals available for consulting services including drug reviews, physician consultation and pharmacy in-service programs.

Any OSHA required Materials Safety Data Sheets can be provided by request from facility staff. Our pharmacy staff

will continue to work with the Hunt County Indigent Care Coordinator to continue to modify and improve the services we provide through the feedback and request made by Hunt County Indigent Care and Jail employees. Our goal is to give you the tools you need to provide this service in a cost effective and clinically sound manner.

Medicine Chest is a HIPAA covered entity and maintains policies and procedures necessary to protect the private health information of its patients.

We at Medicine Chest appreciate the opportunity to continue to care for the Hunt County Jail Inmates through the assistance of the Hunt County Indigent Program.



Authorized Signature for Hunt County



April Johnson, Medicine Chest Contracting

#13,421
PROCLAMATION

FILED FOR RECORD
at 12:00 o'clock P M

SEP 23 2014

JENNIFER LINDENZWEIG
By County Clerk, Hunt County, Tx.

**DOMESTIC VIOLENCE AWARENESS MONTH
AND UNITY DAY
2014**

WHEREAS, domestic violence is a great evil and an offense against human dignity, and where it occurs, homes are transformed into places of danger and despair; and,

WHEREAS, domestic violence is a pattern of coercion and control in an intimate relationship where on person uses violence to gain power and control over their partner; and,

WHEREAS, domestic violence includes not only physical abuse, but also mental abuse, emotional abuse, financial abuse, isolation, and sexual violence; and,

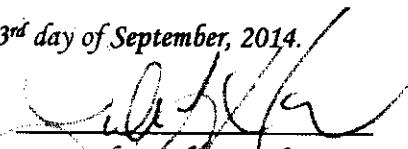
WHEREAS, people of all ages and in all stages of their lives are victims of domestic violence, and the Hunt County Sheriff's Office, and the Hunt County District Court's and County Attorney's Offices continue to work with agencies such as Women in Need, CASA, and Child Protective Services, so that victims may get the help and care they need; and,

WHEREAS, despite our best efforts many lives are lost to this tragedy of the American home; and,

WHEREAS, by working together we continue to build a society that respects the life and dignity of every person, offering relief from abuse, bringing hope and healing to those affected, and punishing the perpetrators of this heinous crime; and,


NOW, THEREFORE, BE IT PROCLAIMED that October 6th, 2014, be declared A Day of Unity in Hunt County, Texas, to remember and honor the lives of those lost to domestic violence, and be it further declared that the month of October, 2014, be Domestic Violence Awareness Month in Hunt County.

In official witness whereof this 23rd day of September, 2014.


Judge John L. Horn


Commissioner Evans


Commissioner Martin


Commissioner Atkins




Commissioner Latham

#13,422



FILED FOR RECORD
13:00 o'clock P M

Proclamation

SEP 23 2014

2014 National 4-H Week

JENNIFER LINDENZWEIG
By County Clerk, Hunt County, Tex.

WHEREAS, The Hunt County Commissioner's Court is proud to honor the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 107 years of providing experience-based education to youngsters throughout the Lone Star State; and

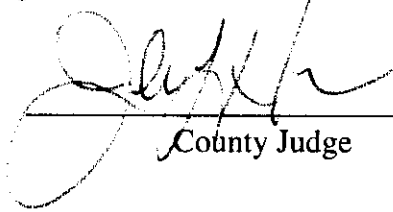
WHEREAS, This admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

WHEREAS, Its more than 535,000 urban, suburban, and rural youth participants, ranging in age from eight to nineteen, hail from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and


WHEREAS, The program undoubtedly could not have achieved the success that it has today were it not for the service of its more than 32,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, Throughout its proud history, the 4-H program has developed positive role models for countless Texans and through its innovative and inspiring programs, continues to build character and to instill the values that have made our state strong and great; now, therefore, be it,

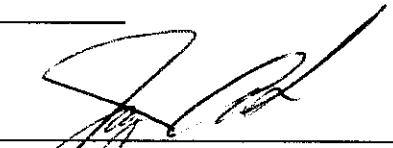
RESOLVED, That the Hunt County Commissioner's Court hereby designates October 5-11, 2014 as National 4-H Week in Texas and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.



County Judge



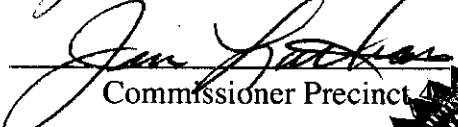
Commissioner Precinct 1



Commissioner Precinct 2



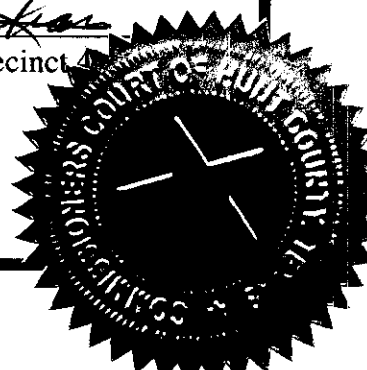
Commissioner Precinct 3



Commissioner Precinct 4

September 23, 2014

Date



#13,423

PROCLAMATION

FILED FOR RECORD
at 12:00 o'clock 12 M

SEP 23 2014

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By Jennifer Lindenzweig

TEXAS EXTENSION EDUCATION ASSOCIATION

WHEREAS: The family is the core of society; and the well being of the family and community is dependent upon development of an appropriate value system; and

WHEREAS: Texas Extension Education Association members are committed to the preservation of the home and family through continuing education programs and leadership development; and

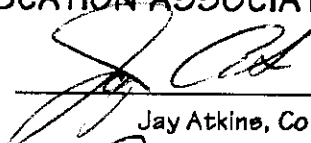
WHEREAS: Texas Extension Education Association members continue in an education program in cooperation with Texas A&M AgriLife Extension Service in making significant contributions to family and community living; and

WHEREAS: We recognize this great undertaking;

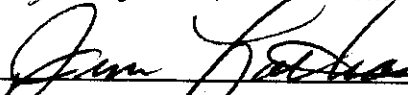
NOW, THEREFORE, WE, the Commissioners Court of Hunt County, DO HEREBY PROCLAIM the first week in October, the 5th through the 11th, 2014, as:

HUNT COUNTY EXTENSION EDUCATION ASSOCIATION WEEK

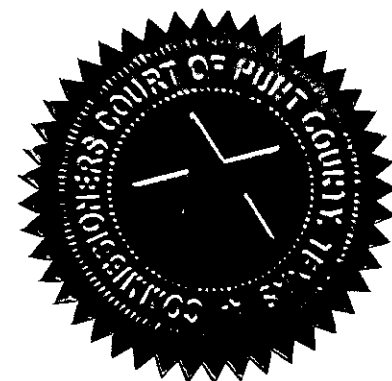

Eric Evans, Commissioner


Jay Atkins, Commissioner


Phillip Martin, Commissioner


Jim Latham, Commissioner


John Horn, County Judge



County Hunt
District Paris
ROW CSJ # 0768-02-021
CCSJ # 0768-02-020
Federal Project #: _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

#13,424

STATE OF TEXAS §
COUNTY OF TRAVIS §

FILED FOR RECORD
OCT 27 2014
By JENNIFER LINDENWEIG
County Clerk, Hunt County, Tex.

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, (the "State"), and Hunt, Texas, acting through its duly authorized officials (the "Local Government").

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway FM 513 from FM 499 to IH30 S Frontage Rd, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "Project"); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated Sept. 23, 2014, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

County Hunt
District Paris
ROW CSJ # 0768-02-021
CCSJ # 0768-02-020
Federal Project #: _____
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AGREEMENT

1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.

B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:

- 1. site conditions change;
- 2. work requested by the Local Government is ineligible for federal participation; or
- 3. the adjustment is mutually agreed on by the State and the Local Government.

C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local

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Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

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- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
Judge John L. Horn	Director of Right of Way Division
Hunt County	Texas Department of Transportation
2507 Lee St, 2nd Floor	125 E. 11 th Street
Greenville, Texas 75401	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

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7. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

8. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

12. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway

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Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

19. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

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- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this

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contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

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distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-txdot/office/audit/contact.html>
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

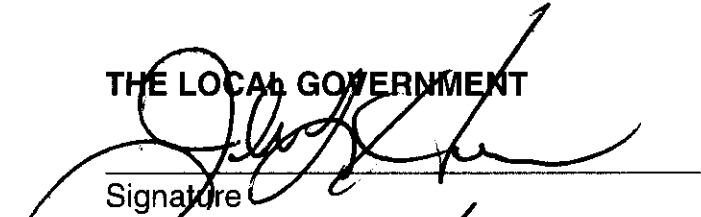
24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT



Signature

John L. Hawn

Typed or Printed Name


Hunt County Judge

Title

10-28-2014

Date

THE STATE OF TEXAS




John P. Campbell, P.E.
Director, Right of Way Division
Texas Department of Transportation

11-4-14

Date

FILED FOR RECORD
at 9:00 o'clock A M

DEC 08 2014

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By 

STATE OF TEXAS §
§
COUNTY OF HUNT §

FILED FOR RECORD
at 12:20 o'clock P M
SEP 23 2014
By JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.

RESOLUTION # 13,424

A RESOLUTION AUTHORIZING THE HUNT COUNTY JUDGE TO EXECUTE FOR AND ON BEHALF OF HUNT COUNTY, TEXAS, AND AGREEMENT TO CONTRIBUTE FUNDS TO THE STATE FOR PROPER DEVELOPMENT AND CONSTRUCTION OF THE STATE SYSTEM

WHEREAS, the Texas Department of Transportation has approved a project for FM 513 – from FM 499 to IH 30 South Frontage Road; and

WHEREAS, the State has requested the County to enter into Contractual Agreements and acquire right of way on the above referenced project; and

WHEREAS, the County has now requested that the State assume responsibility for acquisition of all necessary right of way; and

WHEREAS, the County desires to voluntarily contribute to the State funds equal to 4.5% of the cost of the right of way for the proper development and construction of the State Highway System.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE COMMISSIONER'S COURT OF HUNT COUNTY:

- Section 1: That the County Judge of Hunt County be authorized to execute for and on behalf of Hunt County the Agreement to Contribute Funds with the State to cover right of way acquisition, and the County Clerk is directed to attest this agreement with the State and to affix the seal of Hunt County thereto.
- Section 2: It is further resolved that the County Judge is authorized to execute on behalf of Hunt County any supplemental agreements or further modifications to the above referenced agreement.
- Section 3: That a copy of said agreement is attached hereto and made a part hereof as if fully set out herein.
- Section 4: That this resolution shall become effective immediately upon passage and approval.

ADOPTED this 23rd day of September, 2014.

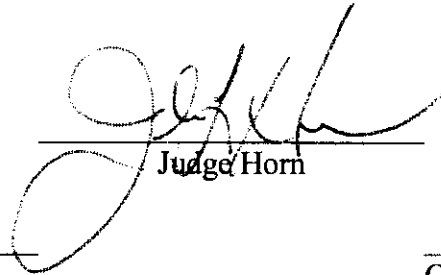
ADOPTED this 23rd day of September, 2014.



Commissioner Evans



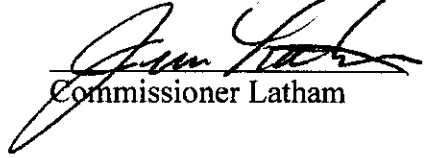
Commissioner Atkins



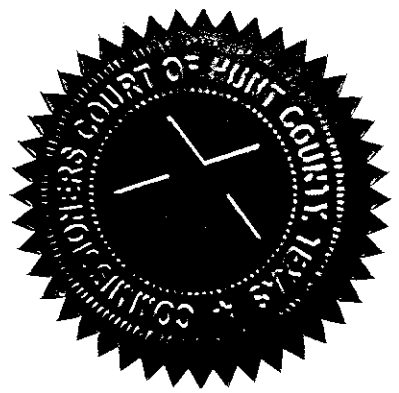
Judge Horn




Commissioner Martin



Commissioner Latham



Attest:



County Clerk, Hunt County

County Hunt
District Paris
ROW CSJ # 0768-02-021
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ATTACHMENT A
RESOLUTION OR ORDINANCE

County Hunt
District Paris
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ATTACHMENT B
LOCATION MAP SHOWING PROJECT

INDEX OF SHEETS	SHEET NO.	DESCRIPTION
1	1	ROW PLAN SHEET
2	2	ROW PLAN SHEET

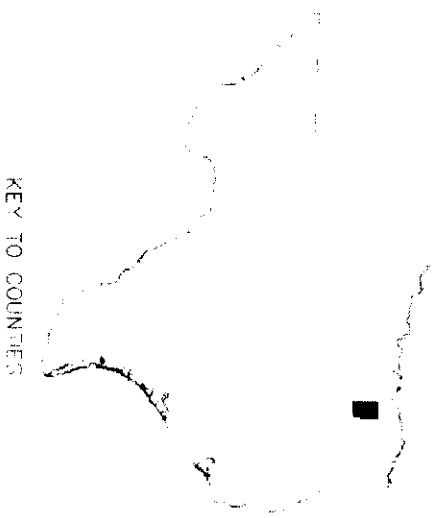
STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
RIGHT-OF-WAY PROJECT
F.M. HIGHWAY 513

HUNT COUNTY

RIGHT OF WAY CSJ= HUNT COUNTY 0768-02-021
CONSTRUCTION CSJ= HUNT COUNTY 0768-02-020
LIMITS= FROM FM 499 TO IH 30 SOUTH FRONTAGE ROAD.
NET LENGTH OF PROJECT= 1.268 MILES

VICINITY MAP



1"=100 FT.

RECOMMENDED FOR ACQUISITION

DISTRICT SURVECTOR OR ROW ADMINISTRATOR DATE

RECOMMENDED FOR ACQUISITION

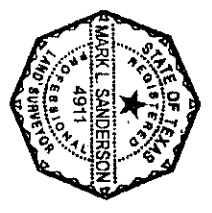
AREA ENGINEER OR DESIGN ENGINEER DATE

FINAL APPROVAL
ACQUISITION COMPLETE

DISTRICT ENGINEER DATE

UTILITIES LOCATED WITHIN
PROJECT LIMITS

- | UTILITY COMPANY | STATIONING |
|---------------------------------------------------------------|--------------------------------|
| 1. VERIZON EASEMENT USED NOT FOUND | STA. 22+08.58 TO STA. 23+34.58 |
| 2. FARMERS ELECTRIC COOPERATIVE, INC. EASEMENT USED NOT FOUND | STA. 22+08.58 TO STA. 23+34.58 |



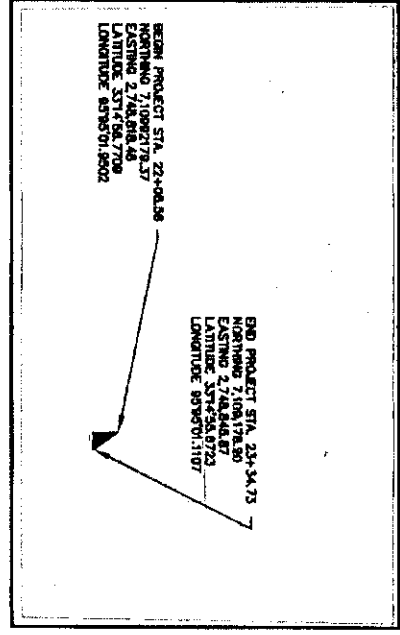
- LEGEND
- Channel from 1/2" S&W map
 - Channel with flood control post
 - Channel with flood control post or transportation right of way boundary
 - Power Right-of-Way
 - Overhead Power Line
 - Dashed Power Line
 - Proposed Right-of-Way
 - 1/2" S&W map
 - 1/4" S&W map

Mark L. Sanderson 0773 743117

THIS MAP IS AN INTERNAL TxDOT DOCUMENT, ITS CONTENTS SHALL NOT BE USED FOR ANY OTHER PURPOSE

SURVEYED ON THE GROUND AUGUST 1, 2014

RIGHT-OF-WAY MAP		F.M. HIGHWAY 513	
STA. 22+08.58 TO 23+34.58		DATE	
NO.	DATE	BY	DATE
1	08/01/14	MS	08/01/14
2	08/01/14	MS	08/01/14
3	08/01/14	MS	08/01/14
4	08/01/14	MS	08/01/14
5	08/01/14	MS	08/01/14
6	08/01/14	MS	08/01/14
7	08/01/14	MS	08/01/14
8	08/01/14	MS	08/01/14
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47	08/01/14	MS	08/01/14
48	08/01/14	MS	08/01/14
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95	08/01/14	MS	08/01/14
96	08/01/14	MS	08/01/14
97	08/01/14	MS	08/01/14
98	08/01/14	MS	08/01/14
99	08/01/14	MS	08/01/14
100	08/01/14	MS	08/01/14



NOTE: ALL BEARINGS AND COORDINATES SHOWN ARE SURFACE COORDINATES (QUADRALES) NORTH CENTRAL ZONE 4202, BASED ON GRS 80 NETWORK, AND CAN BE CONVERTED TO GRID BY DIVIDING A CORRECTED SCALE FACTOR OF 1.000721.

County Hunt
District Paris
ROW CSJ # 0768-02-021
CCSJ # 0768-02-020
Federal Project #: _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT C
PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE

Standard Agreement to Contribute State Performs Work EDC Adjustment Attachment C

Description	Total Estimated Cost	State Participation			Local Participation		
		% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Right of Way Acquisition	\$5,000	90%	95.50%	\$4,775	10%	4.5%	\$225
Reimbursable Utility Adjustments	\$0	0%	0%	\$0	0%	0%	\$0
Joint Bid Reimbursable Utility Adjustments	\$0	0%	0%	\$0	0%	0%	\$0
	\$0	0%	0%	\$0	0%	0%	\$0
	\$0	0%	0%	\$0	0%	0%	\$0
TOTAL	\$5,000	90%	95.5%	\$4,775	10%	4.5%	\$225

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.

Local Government requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Transportation Commission on September 26, 2013 by virtue of attached Minute Order No. 113723, and approved a 55 percent adjustment to the required 10 percent local participation for this project. Also attached are completed Affidavit and EDC Program Information Sheet.

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

Page 1 of 1

VARIOUS Districts

Transportation Code, §222.053(a), defines an “economically disadvantaged county” as a county that has, in comparison to other counties in the state: (1) below average per capita taxable property value; (2) below average per capita income; and (3) above average unemployment.

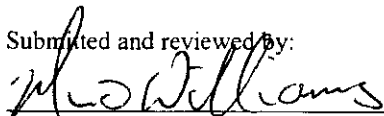
Transportation Code, §222.053(c), directs the Texas Transportation Commission (commission), when evaluating a proposal for a highway project in a political subdivision that consists of all or a portion of an economically disadvantaged county, to adjust the minimum local matching funds requirement after evaluating the political subdivision's effort and ability to meet the requirement.

Transportation Code, §222.053(f), requires the commission to certify a county as economically disadvantaged on an annual basis as soon as possible after the Comptroller of Public Accounts (comptroller) provides reports on the economic indicators listed above.

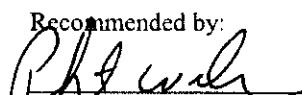
43 TAC §15.55(b)(2) provides that, in determining the adjustment to the local matching funds requirement, and the local government’s efforts and ability to meet the requirement, the commission will consider a local government’s: (A) population level; (B) bonded indebtedness; (C) tax base; (D) tax rate; (E) extent of in-kind resources available; and (F) economic development sales tax.

The comptroller has provided the data needed to determine the counties eligible for the Economically Disadvantaged Counties Program for 2014. The counties’ efforts and ability to provide a local match have been considered using the criteria set forth in 43 TAC §15.55. Exhibit A lists the eligible counties and the respective recommended local match adjustments. Exhibit B establishes additional local match adjustments for cities within these counties participating in the program.

IT IS THEREFORE ORDERED by the commission that the list of counties eligible for the 2014 Economically Disadvantaged Counties Program is certified and the local match adjustment for each county is established, as shown in Exhibit A, as well as additional adjustments for cities participating in the program, as shown in Exhibit B.

Submitted and reviewed by:


Director of Planning

Recommended by:


Executive Director

113723 SEP 26 13

Minute Number Date Passed

EXHIBIT A

Economically Disadvantaged Counties FY 2014

FY 2014 Eligible Counties	Adjustment %
Anderson	65
Angelina	52
Atascosa	66
Bastrop	68
Bee	74
Bosque	42
Bowie	38
Brooks	68
Caldwell	81
Calhoun	31
Cameron	75
Camp	40
Cass	55
Cherokee	64
Concho	84
Crosby	52
Dawson	58
Delta	77
Dickens	45
Duval	77
El Paso	56
Ellis	42
Falls	87
Fannin	64
Floyd	52
Grayson	52
Grimes	48
Hall	84
Henderson	48
Hidalgo	89
Hill	53
Houston	54
Hunt	55
Jasper	62
Johnson	40
Jones	78
Karnes	58
Kaufman	53
Kinney	61

FY 2014 Eligible Counties	Adjustment %
Lamar	47
Leon	26
Liberty	53
Madison	75
Marion	51
Matagorda	21
Maverick	77
McLennan	49
Medina	54
Milam	55
Mitchell	49
Morris	25
Navarro	55
Newton	34
Presidio	77
Rains	61
Red River	68
Reeves	58
Runnels	64
Sabine	48
San Augustine	39
San Jacinto	35
San Saba	66
Shelby	54
Starr	94
Titus	49
Trinity	72
Tyler	63
Uvalde	69
Val Verde	60
Walker	76
Waller	65
Webb	66
Wharton	42
Willacy	76
Wood	50
Zapata	60
Zavala	95

EXHIBIT B

Additional Adjustments for Cities Within an Economically Disadvantaged County FY 2014

Every eligible county receives an adjustment to its local match requirement ranging from 15 (minimum) to 95 (maximum) percent. A city within an economically disadvantaged county receives an adjustment equal to the adjustment for the county in which it is located, with the possibility of up to 10 additional percentage points based on its population and the existence of an economic development sales tax.

The two following tables depict the additional percentage points that cities may be granted.

Economic Development Sales Tax:

ADDITIONAL PERCENTAGE

YES	5%
NO	0%

Population:

ADDITIONAL PERCENTAGE

$x < 1,000$	5%
$1,000 < x < 2,000$	4%
$2,000 < x < 3,000$	3%
$3,000 < x < 4,000$	2%
$4,000 < x < 5,000$	1%
$x > 5,000$	0%



AFFIDAVIT

The State of Texas,
County of HUNT

Before me, Amanda L. Blankenship, a notary public in and for the State of Texas, on this day personally appeared John L. Horn, who being by me duly sworn, upon oath says:

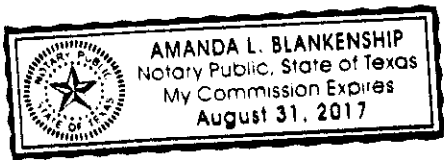
I, John L. Horn, representing the city / county of HUNT, having been duly elected on JAN 1ST, 2007 and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

[Signature]
Signature

8-2-2014
Date

Subscribed and sworn to before me, by the said John L. Horn, this 2 day of September, 2014, to certify which witness my hand and seal of office.

My commission expires August 31, 2017.



[Signature]
Official Signature

Amanda L. Blankenship
Printed or stamped name of Notary



ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY Hunt

APPLICANT Hunt County

District Contact Information

NAME: Kristy Fincher

TELEPHONE: 903-799-1321

* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program? (Circle as appropriate) YES or NO

* If the applicant is a CITY within an eligible county, please answer the two following questions:

- # 1 Economic Development Sales Tax? (Circle as appropriate) YES or NO
2 Population (2010 Census)?

PROJECT INFORMATION

Table with 2 columns: UTP PRIORITY STATUS, CSJ, ESTIMATED LETTING DATE and values: CON, 0768-02-020, January-15

On System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits to and from.

FM 513 From: FM 499 To: IH 30 South Frontage Road

PROJECT SCOPE- Give type of work.

Rehabilitation of Existing Road

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

We have insufficient tax revenue to pay our share of the acquisition costs

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

Table with 5 columns: 1. Project Component, 2. Est. Total Cost (\$), 3. Local Participation (%), 4. Est. Required Local Match (\$), 5. Local Participation After Adjustment (\$). Includes a TOTAL row and a TOTAL ADJUSTMENT- 55 header.

Approved by: [Signature] Date: 9/9/14

**ORDER SETTING DAY OF WEEK AND LOCATION OF REGULAR TERM
SCHEDULE OF HUNT COUNTY COMMISSIONERS' COURT
MEETINGS**

FILED FOR RECORD
at 12:00 o'clock P M
SEP 23 2014
JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By *[Signature]*

WHEREAS, pursuant to Section 81.005 (Terms of Court, Meetings), Local Government Code Vernon's Texas Codes Annotated, the Commissioners' Court by order shall designate a day of the week on which the Court shall convene in a regular term each month during the fiscal year; and

NOW, THEREFORE, BE IT RESOLVED, by the Hunt County Commissioner's Court of Hunt County, Texas, that the Hunt County Commissioner's Court meetings shall be held at the county seat at the Hunt County Juvenile Detention Center, 2700 Johnson Street Greenville, Texas 75402 in the Auxiliary Courtroom. Regular sessions shall be held on the 2nd and 4th Tuesday of each month at 10:00 a.m. with exception of those months in which the Commissioners' Court has designated an official County Holiday;

BE IT FURTHER RESOLVED, that this resolution shall take full force and effect this the 23rd day of September 2014, and shall remain in full force and effect until either rescinded by the Court or nullified by resolution of the Court.

ADOPTED this 23rd day of September, 2014.

[Signature]

Judge John L. Horn

[Signature]

Commissioner Eric Evans

[Signature]

Commissioner Phillip Martin

[Signature]

Commissioner Jay Atkins

[Signature]

Commissioner Jim Latham

Attest: *[Signature]*, County Clerk





#13,426
DANIEL & BROWN INC.
ENGINEERS/CONSULTANTS/PLANNERS

FILED FOR RECORD
at 12:00 o'clock 9 M
SEP 23 2014
By JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
[Signature]

September 9, 2014

Board of Directors
Jacobia Water Supply Corporation
P.O. Box 411
Greenville, Texas 75403-0411

RE: 2013 TxCDBG Improvement Project Contract No. 713231

Dear Board of Directors:

Attached please find the bid tabulation for the 2013 TxCDBG Pressure Tank and Booster Pump Contract No. 713231 to serve Jacobia WSC. The bids were opened on September 8, 2014 at 2:30 pm.

There were four bidders for the project. The lowest responsible bidder was Fryer Construction Co., Argyle, TX. The lowest bid is for \$199,300.00.

I believe Fryer Construction Co. has the experience and equipment necessary to successfully complete the project. Our firm has worked with Fryer Construction Co. on a number of previous projects with other clients in the past. My recommendation is to award the project to Fryer Construction Co. in the amount of \$199,300.00 contingent upon Hunt County approval.

If you should have any questions or need additional information, please feel free to contact me.

Sincerely

[Signature]
Eddy Daniel, P.E.

Hunt County of behalf of Jacobia WSC

Bid Tabulation Form for 2013 TxCDBG Pressure Tank and Booster Pump Contract No. 713231

Bid Date: Monday, September 8, 2014 @ 2:30 pm

ITEM #	ITEM DESCRIPTION	Fryer Construction Co. Argyle, TX			Gracon Construction, Inc. Dallas, TX		
		Qty	Unit	Total	Qty	Unit	Total
		1	Furnish and install 8,000 gallon pressure tank with appurtenances	1	\$59,000.00	\$59,000.00	1
2	Furnish and install booster pumps and associated piping with appurtenances	1	\$23,000.00	\$23,000.00	1	\$40,000.00	\$40,000.00
3	Furnish and install all necessary electrical with appurtenances	1	\$77,400.00	\$77,400.00	1	\$25,000.00	\$25,000.00
4	Furnish and install yard piping with appurtenances	1	\$31,900.00	\$31,900.00	1	\$35,000.00	\$35,000.00
5	Remove and dispose of existing ground storage tank	1	\$6,000.00	\$6,000.00	1	\$27,000.00	\$27,000.00
6	Remove and dispose of existing booster pumps and pump Station piping	1	\$2,000.00	\$2,000.00	1	\$8,000.00	\$8,000.00
	TOTAL OF ALL BID ITEMS (1 THRU 6)			\$199,300.00			\$212,000.00
	CALENDAR DAYS			200			270

Hunt County of behalf of Jacobia WSC

Bid Tabulation Form for 2013 TxCDBG Pressure Tank and Booster Pump Contract No. 713231

Bid Date: Monday, September 8, 2014 @ 2:30 pm

ITEM #	ITEM DESCRIPTION	Lamar Inc. Seven Points, TX			ATS Construction Trinidad, TX		
		Qty	Unit	Total	Qty	Unit	Total
1	Furnish and install 8,000 gallon pressure tank with appurtenances	1	\$57,393.00	\$57,393.00	1	\$110,000.00	\$110,000.00
2	Furnish and install booster pumps and associated piping with appurtenances	1	\$50,869.00	\$50,869.00	1	\$65,000.00	\$65,000.00
3	Furnish and install all necessary electrical with appurtenances	1	\$79,306.00	\$79,306.00	1	\$85,000.00	\$85,000.00
4	Furnish and install yard piping with appurtenances	1	\$19,758.00	\$19,758.00	1	\$10,000.00	\$10,000.00
5	Remove and dispose of existing ground storage tank	1	\$7,669.00	\$7,669.00	1	\$2,500.00	\$2,500.00
6	Remove and dispose of existing booster pumps and pump Station piping	1	\$5,029.00	\$5,029.00	1	\$2,000.00	\$2,000.00
	TOTAL OF ALL BID ITEMS (1 THRU 6)			\$220,024.00			\$274,500.00
	CALENDAR DAYS		210			270	



#13,426
DANIEL & BROWN INC.
ENGINEERS/CONSULTANTS/PLANNERS

FILED FOR RECORD
at 12:00 o'clock P M
SEP 23 2014
By JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.

September 9, 2014

Board of Directors
Jacobia Water Supply Corporation
P.O. Box 411
Greenville, Texas 75403-0411

RE: 2013 TxCDBG Improvement Project Contract No. 713231

Dear Board of Directors:

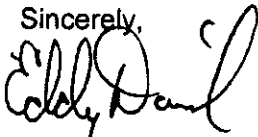
Attached please find the bid tabulation for the 2013 TxCDBG Waterline Improvement Project Contract No. 713231 to serve Jacobia WSC. The bids were opened on September 8, 2014 at 2:00 pm.

There were three bidders for the project. The lowest responsible bidder was Mor-Con, Inc. (Morton Construction Co.), Jacksonville, TX. The lowest base bid is for \$246,901.00.

I believe Morton Construction Co. has the experience and equipment necessary to successfully complete the project. Our firm has worked with Morton Construction Co. on numerous projects with other clients in the past. My recommendation is to award the project to Mor-Con, Inc. (Morton Construction Co.) in the amount of \$246,901.00 contingent upon Hunt County approval.

If you should have any questions or need additional information, please feel free to contact me.

Sincerely,



Eddy Daniel, P.E.

Hunt County on behalf of Jacobia WSC

Bid Tabulation Form for 2013 TxCDBG Waterline Improvement Project Contract No. 713231

Bid Date: Monday, September 8, 2014 @ 2:00 pm

ITEM #	ITEM DESCRIPTION	Morton Construction Co. Jacksonville, TX			Baker's Contracting, Inc. Crandall, TX			Excel 4 Construction LLC Fort Worth, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
	County Road 4311									
1	Furnish and install 4" waterline with appurtenances	5,500	6.00	\$33,000.00	5,500	7.90	\$43,450.00	5,500	20.00	\$110,000.00
2	Furnish and install 4" gate valve with appurtenances	5	1,000.00	\$5,000.00	5	650.00	\$3,250.00	5	930.00	\$4,650.00
3	Furnish and install 3" gate valve with appurtenances	2	650.00	\$1,300.00	2	575.00	\$1,150.00	2	800.00	\$1,600.00
4	Furnish and install 2" gate valve with appurtenances	3	500.00	\$1,500.00	3	500.00	\$1,500.00	3	700.00	\$2,100.00
5	Furnish and install 4" MJ tee with appurtenances	1	650.00	\$650.00	1	200.00	\$200.00	1	\$230.00	\$230.00
6	Furnish and install 4" x 3" MJ tee with appurtenances	1	650.00	\$650.00	1	200.00	\$200.00	1	\$390.00	\$390.00
7	Furnish and install 4" x 2" MJ tee with appurtenances	2	650.00	\$1,300.00	2	250.00	\$500.00	2	\$535.00	\$1,070.00
8	Furnish and install 4" x 3" MJ reducer with appurtenances	1	450.00	\$450.00	1	150.00	\$150.00	1	\$150.00	\$150.00
9	Furnish and install 4" x 2" MJ reducer with appurtenances	1	500.00	\$500.00	1	150.00	\$150.00	1	\$325.00	\$325.00
10	Furnish and install 3" x 2 1/2" MJ reducer with appurtenances	1	350.00	\$350.00	1	125.00	\$125.00	1	\$45.00	\$45.00
11	Furnish and install 4" x 2" 45 degree elbow with appurtenances	1	500.00	\$500.00	1	175.00	\$175.00	1	\$265.00	\$265.00
12	Furnish and install 4" 90 degree elbow with appurtenances	1	150.00	\$150.00	1	150.00	\$150.00	1	\$160.00	\$160.00
13	Furnish and install 4" 45 degree elbow with appurtenances	1	150.00	\$150.00	1	150.00	\$150.00	1	\$150.00	\$150.00
14	Furnish and install state highway bore 4" waterline, 8" steel casing	120	65.00	\$7,800.00	120	60.00	\$7,200.00	120	\$255.00	\$30,600.00
15	Furnish and install county road bore 4" waterline, 8" PVC casing	40	50.00	\$2,000.00	40	50.00	\$2,000.00	40	\$195.00	\$7,800.00
16	Furnish and install uncased driveway bore	260	25.00	\$6,500.00	260	25.00	\$6,500.00	260	\$110.00	\$28,600.00
17	Furnish and install 4" creek bore with 8" PVC casing	40	60.00	\$2,400.00	40	50.00	\$2,000.00	40	\$210.00	\$8,400.00
	Farm Market 2736									
18	Furnish and install 4" waterline with appurtenances	8,500	5.00	\$42,500.00	8,500	7.85	\$66,725.00	8,500	\$20.00	\$170,000.00
19	Furnish and install 4" gate valve with appurtenances	13	700.00	\$9,100.00	13	650.00	\$8,450.00	13	\$930.00	\$12,090.00
20	Furnish and install 2" gate valve with appurtenances	4	500.00	\$2,000.00	4	500.00	\$2,000.00	4	\$700.00	\$2,800.00
21	Furnish and install 4" MJ tee with appurtenances	5	650.00	\$3,250.00	5	200.00	\$1,000.00	5	\$230.00	\$1,150.00
22	Furnish and install 4" x 2" MJ reducer with appurtenances	2	450.00	\$900.00	2	150.00	\$300.00	2	\$325.00	\$650.00
23	Furnish and install 2" x 1 1/2" MJ reducer with appurtenances	1	400.00	\$400.00	1	75.00	\$75.00	1	\$45.00	\$45.00

Hunt County on behalf of Jacobia WSC

Bid Tabulation Form for 2013 TxCDBG Waterline Improvement Project Contract No. 713231

Bid Date: Monday, September 8, 2014 @ 2:00 pm

ITEM #	ITEM DESCRIPTION	Morton Construction Co. Jacksonville, TX			Baker's Contracting, Inc. Crandall, TX			Excel 4 Construction LLC Fort Worth, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
24	Furnish and install 4" x 2" tapping saddle with appurtenances	2	750.00	\$1,500.00	2	250.00	\$500.00	2	\$165.00	\$330.00
25	Furnish and install 4" MJ 90 degree elbow with appurtenances	2	150.00	\$300.00	2	150.00	\$300.00	2	\$160.00	\$320.00
26	Furnish and install flush valve assembly with appurtenances	2	1,750.00	\$3,500.00	2	2,350.00	\$4,700.00	2	\$1,250.00	\$2,500.00
27	Furnish and install state highway bore 4" waterline, 8" steel casing	120	65.00	\$7,800.00	120	60.00	\$7,200.00	120	\$255.00	\$30,600.00
28	Furnish and install railroad bore, 4" waterline 8" steel casing	100	100.00	\$10,000.00	100	100.00	\$10,000.00	100	\$385.00	\$38,500.00
29	Furnish and install county road bore 4" waterline, 8" PVC casing	100	50.00	\$5,000.00	100	50.00	\$5,000.00	100	\$195.00	\$19,500.00
30	Furnish and install uncased driveway bore	220	25.00	\$5,500.00	220	25.00	\$5,500.00	220	\$110.00	\$24,200.00
31	Furnish and install 4" creek bore with 8" PVC casing	120	60.00	\$7,200.00	120	50.00	\$6,000.00	120	\$210.00	\$25,200.00
	CR 4201/CR 4105									
32	Furnish and install 4" waterline with appurtenances	6,920	5.00	\$34,600.00	6,920	7.85	\$54,322.00	6,920	\$20.00	\$138,400.00
33	Furnish and install 4" gate valve with appurtenances	3	700.00	\$2,100.00	3	650.00	\$1,950.00	3	\$930.00	\$2,790.00
34	Furnish and install 2" gate valve with appurtenances	1	500.00	\$500.00	1	500.00	\$500.00	1	\$700.00	\$700.00
35	Furnish and install 2" x 1 1/2" MJ reducer with appurtenances	1	300.00	\$300.00	1	75.00	\$75.00	1	\$45.00	\$45.00
36	Furnish and install 4" MJ 90 degree elbow with appurtenances	1	150.00	\$150.00	1	150.00	\$150.00	1	\$160.00	\$160.00
37	Furnish and install flush valve assembly with appurtenances	1	1,750.00	\$1,750.00	1	2,350.00	\$2,350.00	1	\$1,250.00	\$1,250.00
38	Furnish and install 4" x 2" tapping saddle with appurtenances	1	750.00	\$750.00	1	250.00	\$250.00	1	\$165.00	\$165.00
39	Furnish and install uncased driveway bore	120	25.00	\$3,000.00	120	25.00	\$3,000.00	120	\$110.00	\$13,200.00
40	Furnish and install Carsonite valve/waterline markers	35	100.00	\$3,500.00	35	0.00	\$0.00	35	\$150.00	\$5,250.00
41	Furnish and install tracer wire	25,000	0.25	\$6,250.00	25,000	0.00	\$0.00	25,000	\$3.00	\$75,000.00
42	Furnish and install test station	25	100.00	\$2,500.00	25	0.00	\$0.00	25	\$107.00	\$2,675.00
43	Furnish and install trench safety program	1	1.00	\$1.00	1	0.00	\$0.00	1	\$2,450.00	\$2,450.00
44	Furnish and install standard short side service connection	31	450.00	\$13,950.00	31	0.00	\$0.00	31	\$475.00	\$14,725.00
45	Furnish and install standard long side service connection	8	1,800.00	\$14,400.00	8	0.00	\$0.00	8	\$800.00	\$6,400.00
	TOTAL BASE BID ITEMS (1 THRU 45)			\$246,901.00			\$249,197.00			\$787,630.00
	CALENDAR DAYS			120						210

Hunt County on behalf of Jacobia WSC

Bid Tabulation Form for 2013 TxCDBG Waterline Improvement Project Contract No. 713231

Bid Date: Monday, September 8, 2014 @ 2:00 pm

ITEM #	ITEM DESCRIPTION	Morton Construction Co. Jacksonville, TX			Baker's Contracting, Inc. Crandall, TX			Excel 4 Construction LLC Fort Worth, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
	ALTERNATE BID ITEMS									
	County Road 4204									
ALT-1	Furnish and install 4" waterline with appurtenances	5,600	6.00	\$33,600.00	5,600	8.00	\$44,800.00	5,600	\$20.00	\$112,000.00
ALT-2	Furnish and install 4" gate valve with appurtenances	5	800.00	\$4,000.00	5	650.00	\$3,250.00	5	\$930.00	\$4,650.00
ALT-3	Furnish and install 4" MJ tee with appurtenances	2	500.00	\$1,000.00	2	200.00	\$400.00	2	\$230.00	\$460.00
ALT-4	Furnish and install 4" x 2" MJ reducer with appurtenances	1	500.00	\$500.00	1	150.00	\$150.00	1	\$325.00	\$325.00
ALT-5	Furnish and install 2" x 1 1/2" MJ reducer with appurtenances	1	500.00	\$500.00	1	75.00	\$75.00	1	\$45.00	\$45.00
ALT-6	Furnish and install 4" MJ 90 degree elbow with appurtenances	2	150.00	\$300.00	2	150.00	\$300.00	2	\$160.00	\$320.00
ALT-7	Furnish and install flush valve assembly with appurtenances	1	1,750.00	\$1,750.00	1	2,350.00	\$2,350.00	1	\$1,250.00	\$1,250.00
ALT-8	Furnish and install county road bore 4" waterline, 8" PVC casing	80	50.00	\$4,000.00	80	50.00	\$4,000.00	80	\$195.00	\$15,600.00
ALT-9	Furnish and install uncased driveway bore	120	25.00	\$3,000.00	120	25.00	\$3,000.00	120	\$110.00	\$13,200.00
ALT-10	Furnish and install 4" creek bore with 8" PVC casing	290	60.00	\$17,400.00	290	50.00	\$14,500.00	290	\$210.00	\$60,900.00
	TOTAL ALTERNATE BID ITEMS (ALT-1 THRU ALT-10)			\$66,050.00			\$72,825.00			\$208,750.00

Hunt County on behalf of Jacobia WSC

Bid Tabulation Form for 2013 TxCDBG Waterline Improvement Project Contract No. 713231

Bid Date: Monday, September 8, 2014 @ 2:00 pm

ITEM #	ITEM DESCRIPTION	Morton Construction Co. Jacksonville, TX			Baker's Contracting, Inc. Crandall, TX			Excel 4 Construction LLC Fort Worth, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
	ALTERNATE BID ITEMS									
	CR 4308/CR 4201									
ALT-11	Furnish and install 4" waterline with appurtenances	4,800	6.00	\$28,800.00	4,800	8.00	\$38,400.00	4,800	\$20.00	\$96,000.00
ALT-12	Furnish and install 4" gate valve with appurtenances	4	700.00	\$2,800.00	4	650.00	\$2,600.00	4	\$930.00	\$3,720.00
ALT-13	Furnish and install 4" x 2" MJ reducer with appurtenances	1	500.00	\$500.00	1	150.00	\$150.00	1	\$325.00	\$325.00
ALT-14	Furnish and install 4" MJ tee with appurtenances	2	550.00	\$1,100.00	2	200.00	\$400.00	2	\$230.00	\$460.00
ALT-15	Furnish and install 4" MJ 90 degree elbow with appurtenances	2	150.00	\$300.00	2	150.00	\$300.00	2	\$160.00	\$320.00
ALT-16	Furnish and install 4" MJ 45 degree elbow with appurtenances	4	150.00	\$600.00	4	150.00	\$600.00	4	\$150.00	\$600.00
ALT-17	Furnish and install flush valve assembly with appurtenances	1	1,750.00	\$1,750.00	1	2,350.00	\$2,350.00	1	\$1,250.00	\$1,250.00
ALT-18	Furnish and install state highway bore 4" waterline, 8" steel casing	140	65.00	\$9,100.00	140	60.00	\$8,400.00	140	\$255.00	\$35,700.00
ALT-19	Furnish and install county road bore 4" waterline, 8" PVC casing	120	50.00	\$6,000.00	120	50.00	\$6,000.00	120	\$195.00	\$23,400.00
ALT-20	Furnish and install uncased driveway bore	120	25.00	\$3,000.00	120	25.00	\$3,000.00	120	\$110.00	\$13,200.00
	TOTAL ALTERNATE BID ITEMS (ALT-11 THRU ALT-20)			\$53,950.00			\$62,200.00			\$174,975.00

Hunt County on behalf of Jacobia WSC

Bid Tabulation Form for 2013 TxCDBG Waterline Improvement Project Contract No. 713231

Bid Date: Monday, September 8, 2014 @ 2:00 pm

ITEM #	ITEM DESCRIPTION	Morton Construction Co. Jacksonville, TX			Baker's Contracting, Inc. Crandall, TX			Excel 4 Construction LLC Fort Worth, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
	ALTERNATE BID ITEMS									
	County Road 4306									
ALT-21	Furnish and install 4" waterline with appurtenances	4,000	6.00	\$24,000.00	4,000	7.90	\$31,600.00	4,000	\$20.00	\$80,000.00
ALT-22	Furnish and install 4" gate valve with appurtenances	5	700.00	\$3,500.00	5	650.00	\$3,250.00	5	\$930.00	\$4,650.00
ALT-23	Furnish and install 3" gate valve with appurtenances	1	650.00	\$650.00	1	575.00	\$575.00	1	\$800.00	\$800.00
ALT-24	Furnish and install 2" gate valve with appurtenances	1	500.00	\$500.00	1	500.00	\$500.00	1	\$700.00	\$700.00
ALT-25	Furnish and install 4" MJ tee with appurtenances	1	650.00	\$650.00	1	200.00	\$200.00	1	\$230.00	\$230.00
ALT-26	Furnish and install 4" x 3" tee with appurtenances	1	650.00	\$650.00	1	200.00	\$200.00	1	\$390.00	\$390.00
ALT-27	Furnish and install 4" x 2" tee with appurtenances	1	500.00	\$500.00	1	250.00	\$250.00	1	\$535.00	\$535.00
ALT-28	Furnish and install 4" x 3" MJ reducer with appurtenances	1	500.00	\$500.00	1	150.00	\$150.00	1	\$150.00	\$150.00
ALT-29	Furnish and install 4" x 2" MJ reducer with appurtenances	1	500.00	\$500.00	1	150.00	\$150.00	1	\$325.00	\$325.00
ALT-30	Furnish and install 2" x 1 1/2" MJ reducer with appurtenances	1	500.00	\$500.00	1	75.00	\$75.00	1	\$45.00	\$45.00
ALT-31	Furnish and install flush valve assembly with appurtenances	1	1,750.00	\$1,750.00	1	2,350.00	\$2,350.00	1	\$1,250.00	\$1,250.00
ALT-32	Furnish and install county road bore 4" waterline, 8" PVC casing	120	50.00	\$6,000.00	120	50.00	\$6,000.00	120	\$195.00	\$23,400.00
ALT-33	Furnish and install uncased driveway bore	100	25.00	\$2,500.00	100	25.00	\$2,500.00	100	\$110.00	\$11,000.00
	TOTAL ALTERNATE BID ITEMS (ALT-21 THRU ALT-33)			\$42,200.00			\$47,800.00			\$123,475.00

Hunt County on behalf of Jacobia WSC

Bid Tabulation Form for 2013 TxCDBG Waterline Improvement Project Contract No. 713231

Bid Date: Monday, September 8, 2014 @ 2:00 pm

ITEM #	ITEM DESCRIPTION	Morton Construction Co. Jacksonville, TX			Baker's Contracting, Inc. Crandall, TX			Excel 4 Construction LLC Fort Worth, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
	ALTERNATE BID ITEMS									
	County Road 4200									
ALT-34	Furnish and install 4" waterline with appurtenances	4,000	6.00	\$24,000.00	4,000	7.65	\$30,600.00	4,000	\$20.00	\$80,000.00
ALT-35	Furnish and install 4" gate valve with appurtenances	4	700.00	\$2,800.00	4	650.00	\$2,600.00	4	\$930.00	\$3,720.00
ALT-36	Furnish and install 4" MJ tee with appurtenances	1	500.00	\$500.00	1	200.00	\$200.00	1	\$230.00	\$230.00
ALT-37	Furnish and install 4" x 3" MJ reducer with appurtenances	1	500.00	\$500.00	1	150.00	\$150.00	1	\$390.00	\$390.00
ALT-38	Furnish and install 4" MJ 90 degree elbow with appurtenances	1	150.00	\$150.00	1	150.00	\$150.00	1	\$160.00	\$160.00
ALT-39	Furnish and install flush valve assembly with appurtenances	2	1,750.00	\$3,500.00	2	2,350.00	\$4,700.00	2	\$1,250.00	\$2,500.00
ALT-40	Furnish and install county road bore 4" waterline, 8" PVC casing	40	50.00	\$2,000.00	40	50.00	\$2,000.00	40	\$195.00	\$7,800.00
ALT-41	Furnish and install uncased driveway bore	60	25.00	\$1,500.00	60	25.00	\$1,500.00	60	\$110.00	\$6,600.00
ALT-42	Furnish and install Carsonite valve/waterline markers	25	100.00	\$2,500.00	25	0.00	\$0.00	25	\$150.00	\$3,750.00
ALT-43	Furnish and install tracer wire	20,000	0.25	\$5,000.00	20,000	0.00	\$0.00	20,000	\$3.00	\$60,000.00
ALT-44	Furnish and install test station	20	100.00	\$2,000.00	20	0.00	\$0.00	20	\$107.00	\$2,140.00
ALT-45	Furnish and install standard short side service connection	20	450.00	\$9,000.00	20	0.00	\$0.00	20	\$475.00	\$9,500.00
ALT-46	Furnish and install standard long side service connection	12	1,800.00	\$21,600.00	12	0.00	\$0.00	12	\$800.00	\$9,600.00
	TOTAL ALTERNATE BID ITEMS (ALT-34 THRU ALT-46)			\$75,050.00			\$41,900.00			\$186,390.00

FILED FOR RECORD
at 12:20 o'clock P M

NO. 13,427

SEP 23 2014
JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By *Jennifer Lindenzweig*

IN RE:

COUNTY AUDITOR

IN THE 196th & 354th
DISTRICT COURTS OF
HUNT COUNTY, TX.

ORDER

WHEREAS, the County Auditor's Office is under the jurisdiction of the 196th and 354th Judicial District Courts of Texas, the members of the office shall be compensated in accordance with their duties and obligations performed.

WHEREAS, the procedures for setting compensation of the County Auditor and Assistant Auditors by District Judges are set forth in the Texas Local Govt. Code, Section 152.905 and

WHEREAS, a Public Hearing was held on August 21, 2014 at 12 Noon in the 354th District Courtroom at the Hunt County Courthouse with District Judge Richard Beacom presiding. The salaries for the County Auditor, Assistant Auditors, and Court Reporters are set as follows:

Jimmy P. Hamilton	County Auditor	\$ 71,120
Tammi Byrd	Asst. Auditor	\$ 48,492
Stacy Sehl	Asst. Auditor	\$ 40,123
Diane McNair	Asst. Auditor	\$ 39,222
Michelle Gregory	Asst. Auditor	\$ 33,455
Brenda Wells	Asst. Auditor	\$ 30,621
Brittini Turner	Asst. Auditor	\$ 29,760
Kelsey Crowther	Asst. Auditor	\$ 24,008
Becky Wheeler	196 th D.C. Reporter	\$ 72,600
Julie Vrooman	354 th D.C. Reporter	\$ 72,848

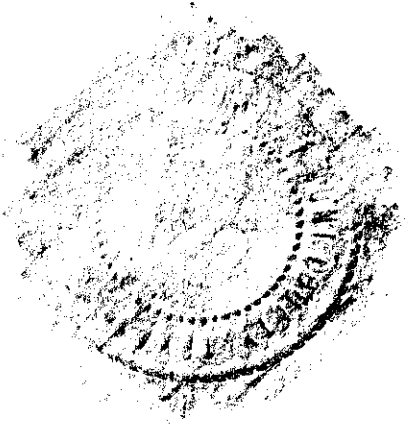
BE IT THEREFORE ORDERED, the Honorable Commissioners Court of Hunt County, Texas shall pay the above-provided salaries for FY 2014-2015 in a manner consistent with the policies of Hunt County, TX.

Ordered this 21st day of August, 2014

Richard A. Beacom, Jr.
Richard A. Beacom, Jr.
Presiding Judge, 354th District Court

Recorded this 26th day of August, 2014

Stacey Landrum, District Clerk
Stacey Landrum, District Clerk
Hunt County, Texas



A CERTIFIED COPY

ATTEST 8/26 2014
STACEY LANDRUM, DISTRICT CLERK
HUNT COUNTY, TEXAS

This is a True and Correct Copy of Original on
File in the Hunt County District Clerk's Office.

By Atty. General Deputy

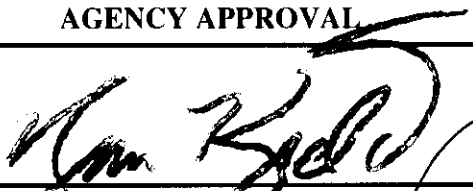

#13,429

TEXAS DEPARTMENT OF PUBLIC SAFETY
TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM)

NOTICE OF SUBRECIPIENT GRANT AWARD	
Program Title: FY 2014 Emergency Management Performance Grant (EMPG)	
DHS Instrument Number: 2014-EP-00011	
GDEM Grant Number: 14TX-EMPG-42	
Administered By: Texas Division of Emergency Management Texas Department of Public Safety P.O. Box 4087 Austin, Texas 78773-0220	
Recipient: Hunt County P.O. Box 1097 Greenville, TX 75403-1097	
Amount of Grant: \$39,953.89	
Period of Grant: October 1, 2013 to March 31, 2015	

FILED FOR RECORD
at 12:00 o'clock P M
SEP 23 2014
By JENNIFER LINDENZWEIG
County Clerk - Hunt County, Tex.

The period of grant reflects a six (6) month PROGRAMMATIC extension to complete and close out your FY 14 EMPG grant year. Signing Acceptance of this document means that you accept and will comply with all requirements listed in the attached FY 2014 Terms and Conditions.

AGENCY APPROVAL	GRANT ACCEPTANCE
	
W. Nim Kidd, CEM Assistant Director Texas Department of Public Safety Chief Texas Division of Emergency Management	Original Signature Required Printed Name/Title: John L. Harn Hunt County Judge
Date: 9/14/14	Date: 9/18-2014

Return Signed Copy of This Page within 45 days to:
Texas Department of Public Safety
Texas Division of Emergency Management
Attention: Heather Baxter, Office of Management and Budget
P.O. Box 4087
OMB MSC 0229
Austin, TX 78773-0220

**HUNT COUNTY
BID AWARD**

FORMAL BID NO. 118-14, ASPHALT HOT AND COLD MIX
Effective 9/24/14 through 9/24/15

#13,430

FILED FOR RECORD
at 12:00 o'clock P M

SEP 23 2014

By JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

PRECINCT	VENDOR	HOT MIX PRICE PER TON DELIVERED	HOT MIX PRICE PER TON PICKED UP	COLD MIX PRICE PER TON DELIVERED	COLD MIX PRICE PER TON PICKED UP	Pick - Up Point
One	Richard Drake RK Hall Materials APAC Texas	\$84.20	\$72.60	\$81.40	\$69.80	CR 12530, Paris, TX
One	Richard Drake RK Hall Materials APAC Texas	\$76.00	\$69.00	\$74.00	\$67.00	Hwy 224, Greenville, TX 4601 E. Scyene Rd. Sunnyvale, TX
One	Richard Drake RK Hall Materials APAC Texas	\$77.50	\$65.00	\$84.50	\$72.00	Hwy 224, Greenville, TX 4601 E. Scyene Rd. Sunnyvale, TX
Two	Richard Drake RK Hall Materials APAC Texas	\$84.50	\$72.60	\$81.70	\$69.80	CR 12530, Paris, TX
Two	Richard Drake RK Hall Materials APAC Texas	\$76.00	\$69.00	\$74.00	\$67.00	Hwy 224, Greenville, TX 4601 E. Scyene Rd. Sunnyvale, TX
Two	Richard Drake RK Hall Materials APAC Texas	\$75.00	\$65.00	\$82.00	\$72.00	Hwy 224, Greenville, TX 4601 E. Scyene Rd. Sunnyvale, TX

NOTE Bid by APAC also includes SSM an oil sand alternate - Picked up \$61.00 for all Precincts

**HUNT COUNTY
BID AWARD**

FORMAL BID NO. 118-14, ASPHALT HOT AND COLD MIX

Effective 9/24/14 through 9/24/15

PRECINCT	VENDOR	HOT MIX PRICE PER TON DELIVERED	HOT MIX PRICE PER TON PICKED UP	COLD MIX PRICE PER TON DELIVERED	COLD MIX PRICE PER TON PICKED UP	Pick - Up Point
Three	Richard Drake RK Hall	\$83.30	\$72.60	\$80.50	\$69.80	CR 12530, Paris, TX
Three	Materials APAC Texas	\$76.00	\$69.00	\$74.00	\$67.00	Hwy 224, Greenville, TX 4601 E. Scyene Rd. Sunnyvale, TX
Four	Richard Drake RK Hall	\$80.50	\$72.60	\$77.70	\$69.80	CR 12530, Paris, TX
Four	Materials APAC Texas	\$76.00	\$69.00	\$74.00	\$67.00	Hwy 224, Greenville, TX 4601 E. Scyene Rd. Sunnyvale, TX

The Purchasing Department recommends the award of this bid to all bidders in accordance with LGC§262-027(e)

NOTE Bid by APAC also includes SSM an oil sand alternate - Picked up \$61.00 for All Precincts

**HUNT COUNTY
 BID AWARD
 RFB#120-14-Road Rock
 Effective October 8, 2014 thru October 8, 2015**

**2014-2015 Rock Bids & Pricing
 All Prices are per Ton**

Company	Pit Location	1 3/4"		1 3/4"		1 3/4"		1 1/2" Odot		1 1/2" Odot		1 1/2" Odot		Type B		Type B		Type B	
		Flex Base Delivered	Flex Base Delivered	Flex Base Delivered	Flex Base Delivered	Base A Delivered	Base A Delivered	Base A Delivered	Base A Delivered	Base A Delivered	Base A Delivered	Base A Delivered	Base A Delivered	Grade 3 Delivered	Grade 3 Delivered	Grade 3 Delivered	Grade 3 Delivered	Grade 3 Delivered	Grade 3 Delivered
Cooke County Crushed Stone	Gainesville, TX	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Dolese Bros. Company	Coleman, OK	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Martin Marietta Materials	Sawyer, OK	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Martin Marietta Materials	Sandstone Sawyer	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Martin Marietta Materials	Limestone Hugo	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Trinity Materials	Terrell, TX	\$8.50	\$19.10	\$16.50	\$14.50	\$19.10													

**Codes:
 x-no bid**

The Purchasing Department recommends award of the bid to all responsive bidders pursuant to Texas Local Government Code §262.027(e)

#13,431
FILED FOR RECORD
 at 8:00 o'clock P M
SEP 23 2014
JENNIFER LINDENZWEIG
 County Clerk, Hunt County, Tex
[Signature]

HUNT COUNTY
 BID AWARD

RFB#120-14-Road Rock

Effective October 8, 2014 thru October 8, 2015

2014-2015 Rock Bids & Pricing

Prices are per Ton

Company	Type B Grade 4		Type B Grade 4		Type B Grade 4		Type B Grade 4		1 3/4" Rock		1 3/4" Rock		1 3/4" Rock		1 1/2" Crusher Run		3/4" Flex Base		3/4" Flex Base		2 5" to 5" Mixed		2" White Crusher Run		Crusher Fines		3" x 8" Oversized		3/4" Flex Base						
	Picked Up	Delivered	Precinct 1	Precinct 2	Precinct 3	Precinct 4	Picked Up	Delivered	Precinct 1	Precinct 2	Precinct 3	Precinct 4	Picked Up	Delivered	Precinct 1	Precinct 2	Precinct 3	Precinct 4	Picked Up	Delivered	Precinct 1	Precinct 2	Precinct 3	Precinct 4	Picked Up	Delivered	Precinct 1	Precinct 2	Precinct 3	Precinct 4					
Cooke County Crushed Stone	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		
Dolese Bros. Company	X	X	X	X	X	X	\$8.45	X	X	X	X	X	X	X	X	X	\$6.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		
Martin Marietta Materials	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Martin Marietta Materials	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Martin Marietta Materials	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Trinity Materials	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Codes:
 x-no bid

HUNT COUNTY

BID AWARD

RFB#120-14-Road Rock

Effective October 8, 2014 thru October 8, 2015

2014-2015 Rock Bids & Pricing												
Prices are per Ton												
Company	1.5"		2"		2"		3/4"		3/8"		3/4"	
	Base	Concrete Coarse	Recycled Concrete Coarse	Concrete Coarse	Crusher Run	#2 Cover (Chip Rock)	#3 Cover (Chip Rock)	Mill Run	Picked Up	Picked Up	Picked Up	Picked Up
Cooke County Crushed Stone	X			X		X			X		X	X
Dolese Bros. Company	X			X		\$6.55			\$9.80		\$9.65	\$7.90
Martin Marietta Materials	X			X		X			X		X	X
Martin Marietta Materials	X			X		X			X		X	X
Martin Marietta Materials	X			X		X			X		X	X
Trinity Materials	X			X		X			X		X	X

Codes:

x-no bid

#13,432

PRICE SCHEDULE

Formal Proposal # 121-14, Annual Psychiatric Services Contract for Hunt County Criminal Justice Center

Price per month for all services as defined by "A" Scope of Services: \$ 4166.66 per month

Price per month for on call services: \$ included per month

Price per hour for work outside the scope of services (such as expert testimony): \$ 250.00 per hour.

FILED FOR RECORD
at 12:00 o'clock P M

SEP 23 2014

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By: [Signature]

COMMENTS or EXCEPTIONS

A. schedule may be modified by mutual agreement

E. Hunt County will provide necessary equipment for their side of telemedicine process

Travel at Hunt County's request will be billed at \$0.50/mile plus the hourly rate for work outside the scope of service (\$250.00)

The undersigned proposer has carefully examined the Invitation for Proposal and the Certification included therein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his/her signature affixed below, he/she agrees to enter into a contract with Hunt County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from proposer's company as furnished by proposer herewith.

Erica Swicegood, MD
Company Name

2601 Timberhaven Dr
Address

Flower Mound, TX 75028
City, State, Zip

(806) 584-8484
Phone

(972) 355-6105
Fax

[Signature]
Authorized Signature

ERICA SWICEGOOD, M.D.
Name (Printed or Typed)

Psychiatrist
Title

9/16/14
Date

doctor@eswicegoodmd.com
E-Mail

County of Hunt

STATE OF TEXAS

Invitation To Submit Annual Contract Proposal

Formal Proposal # 121-14, Annual Psychiatric Services Contract for Hunt County Criminal Justice Center

The Hunt County Commissioners' Court invites qualified psychiatric personnel to submit proposals for annual psychiatric services effective October 1, 2014 through September 30, 2015 for the court's consideration. Please complete this invitation, subject to Terms and Conditions of this Invitation and other contract provisions, and return to the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401 by **10:00 A.M. (Central Time) on September 17, 2014.**

The Hunt County Purchasing Department is willing to assist any contractor in the interpretation of document provisions or explanation of how forms are to be completed. Assistance can be received by visiting the Purchasing Office at 2507 Lee Street, Room 104, Greenville, TX 75401 or by calling (903) 408-4148.

READ CAREFULLY

Please quote prices on the articles on the attached proposal sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible offer. Proposals are to be returned sealed in an envelope clearly indicating that a proposal enclosed and reflecting the proposal number.

By submitting this proposal, the undersigned hereby certifies that said proposal has been independently arrived at and that price, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the contractor to another contractor or competitor.

The undersigned by his/her signature represents that he/she is authorized to bind the contractor to fully comply with the terms and conditions of the attached Invitation to Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein. **You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.**

Company Name: Erica Swicegood, MD

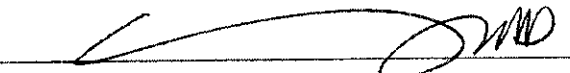
Address: 2601 Timberhaven Dr

Contact Name: Erica Swicegood, MD

City, State, Zip: Flower Mound, TX 75028

Telephone Number: (806) 584-8484

FAX Number: (972) 355-6105

By: 

By: **ERICA SWICEGOOD, M.D.**

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed

#13,435
ESCROW TRUST AGREEMENT

FILED FOR RECORD
at 12:00 o'clock P M
SEP 23 2014
JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By [Signature]

THE STATE OF TEXAS
COUNTY OF HUNT COUNTY

This contract and agreement made and entered into on this the 5 day of September 2014, by and between Hunt County Commissioner Jim Latham, Precinct 4 and Terry Daniels by hereinafter called "Purchaser".

WITNESSETH:

That said Purchaser has deposited into a fund labeled "County Road Improvement Fund" the amount of \$1,750.00 for the purpose of constructing a certain site improvement, to wit:

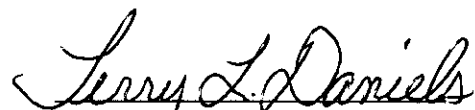
Upgrade approximately 350 linear feet on CR4519 from dirt to rock

to be specifically used for the improvements of said road when adequate funding becomes available. The cost of said improvements shall be prepared by the Commissioner and agreed upon by the purchaser prior to the execution of this agreement. Upon receipt of payment, the County Treasurer shall forward a copy of the deposit warrant to the commissioner in charge of making said improvements. If for any reason the county has not completed said improvement within one hundred twenty (120) days from the date of execution of this agreement the escrowed road improvement funds shall, at the request of said purchaser, be returned to purchaser and this agreement shall than become void.

WHEREAS, said improvement is left to the sole discretion of the responsible commissioner.

IN TESTIMONY WHEREOF, the parties hereto have executed this contract and agreement on this the 5th day of September 2014.


Commissioner signature


Purchaser signature
522 V.E.M. 3427 Greenville TX
(Address of purchaser) 75401



#13,432e

Document A101™ – 2007

FILED FOR RECORD
at 12:00 o'clock P M

SEP 23 2014

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By: *[Signature]*

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 19 day of September in the year 2014
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)
The Honorable Judge Horn
Hunt County Judge
2507 Lee Street, 2nd Floor
Greenville, TX 75401

and the Contractor:
(Name, address and other information)
Harrison Walker & Harper, LP
2510 South Church Street
Paris, TX 75460
Telephone Number: (903) 785-1653
Fax Number: (903) 784-1471

for the following Project:
(Name, location and detailed description)
Hunt County Courthouse - Exterior Stair Restoration

The Architect:
(Name, address and other information)
ARCHITEXAS - Architecture, Planning and Historic Preservation, Inc
1907 Marilla Street
Dallas, Texas 75201
Telephone Number: (214) 748-4561
Fax Number: (214) 748-4241

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

| September 29, 2014

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

| § 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than two hundred and forty-three (243) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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Portion of Work

Substantial Completion Date
May 29, 2015

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$ 942,479.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate #1 - Replace terra cotta with excessive mold growth
Alternate #2 - Guardrails with tremic paint
Alternate #3 - Non-slip tape at stair nosings

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit
------	-----------------------	----------------

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Sod repairs at south stair	\$1,000
Cleaning out floor drains	\$1,200
Controlled access zone tunnel at north	\$15,000
Mag lock reconnections at north doors	\$1,200
Mockups	\$2,000
Shoring	\$15,000

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above,

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payment shall be made by the Owner not later than fourth week (20) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™ 2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201 2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201 2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Upon mutual agreement between the Owner, Architect and the Contractor, retainage may be released for work performed and completed that does not materially affect Substantial Completion, prior to final Completion but no later than 50% Completion of the Contract.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

Init

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows: *(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

10% per annum

§ 8.3 The Owner's representative:
(Name, address and other information)

Cheryl Blue
Hunt County Purchasing Agent

Init.

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User Notes:

(1865643885)

2507 Lee Street, Room 104
Greenville, TX 75401
903-408-4148

§ 8.4 The Contractor's representative:
(Name, address and other information)

Jordan Harper or Aaron Benson
Harrison, Walker & Harper, LP
2510 South Church Street
Paris, Texas 75460
Telephone Number: (903) 785-1653
Fax Number: (903) 784-1471

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101 2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201 2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit:

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 7200	General Conditions
00 7300	Supplementary Conditions
DIVISION 01 - GENERAL REQUIREMENTS	
01 1100	Summary of Work
01 2300	Alternates
01 2500	Substitution Procedures
01 2519	Substitution Request Form
01 2600	Contract Modification Procedures
01 2900	Payment Procedures
01 3100	Project Management and Coordination
01 3216	Construction Progress Schedules
01 3233	Construction Photographs
01 3300	Submittal Procedures
01 3591	Restoration Project Procedures
01 3592	Art Conservator

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User Notes:

(1885643885)

01 4000	Quality Requirements
01 4523	Testing and Inspection Services
01 5000	Temporary Facilities and Controls
01 5800	Project Identification
01 6000	Product Requirements
01 7329	Cutting and Patching
01 7700	Closeout Procedures

DIVISION 02 – EXISTING CONDITIONS

02 4119	Selective Demolition
---------	----------------------

DIVISION 03 – CONCRETE

03 0130.71	Rehabilitation of Cast-In-Place Concrete
03 3000	Cast-In-Place Concrete
03 6423	Epoxy-Injected Crack Repair

DIVISION 04 – MASONRY

04 0341	Restoration Mortar
04 0342	Masonry Restoration
04 0343	Terra Cotta Restoration
04 0344	Masonry Cleaning
04 0513	Masonry Mortaring
04 2000	Unit Masonry

DIVISION 05 – METALS

05 0350	Ornamental Metal Restoration
05 5000	Metal Fabrications

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

07 1613	Polymer Modified Cement Waterproofing
07 6200	Sheet Metal Flashing and Trim
07 9200	Joint Sealers

DIVISION 08 – OPENINGS

08 0387	Metal Clad Door Restoration
---------	-----------------------------

DIVISION 09 – FINISHES

09 0392	Portland Cement Plaster Restoration
09 2400	Portland Cement Plastering
09 3000	Tiling
09 9100	Painting

DIVISION 26 – ELECTRICAL

26 0150	Light Fixture Restoration
---------	---------------------------

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 1314	Concrete Walks
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(Table deleted)

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit:

ARCHITECTURAL

A-0	Cover Sheet
A-1	Site Plan
A-2	South Stair - Floor Plans & RCP
A-3	South Stair - Sections & Elevations
<i>(Table deleted)</i>	
A-4	South Stair - Sections & Elevations
A-5	North Stair - Floor Plans & RCP
A-6	North Stair - Sections & Elevations
A-7	North Stair - Sections & Elevations
A-8	Details

init.

STRUCTURAL

- S1.01 Structural Notes
- S1.02 Structural Notes & Abbreviations
- S2.01 South Stair Plans
- S2.02 North Stair Plans
- S3.01 Concrete Details
- S3.02 Concrete Details
- S4.01 Photographs & Notes
- S4.02 Photographs & Notes

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

N/A

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201- 2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

- Harrison, Walker & Harper Proposal letter updated September 19, 2014

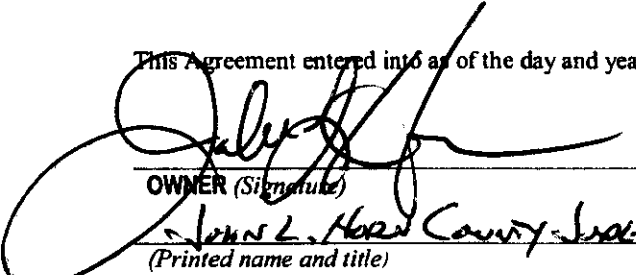
ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201 2007.


(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201 2007.)

Type of insurance or bond	Limit of liability or bond amount (\$ 0.00)
Payment and Performance	Contract Value

This Agreement entered into as of the day and year first written above.



 OWNER (Signature)
 John L. Hovey County Judge
 (Printed name and title)



 CONTRACTOR (Signature)
 Aaron Renson - Project Manager
 (Printed name and title)

init.

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:07:26 on 09/22/2014 under Order No. 2595428799 1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)



(Title)

ARCHITECT

(Dated)

9/23/14

HARRISON
WALKER &
HARPER 1887

September 19, 2014

Ms. Cheryl Blue
Hunt County
2507 Lee Street
Greenville, TX 75401

RE: Repair of Hunt County South and North Exterior Entry Stairs

Dear Ms. Blue,

Harrison, Walker & Harper, LP (HWH) has received and reviewed the 100% set of plans dated April 3, 2014, from Architexas regarding restoration of the North and South Stairs at Hunt County Courthouse. We are glad to provide you an updated construction cost from the 100% set for the construction services on this project.

Budget Update:

Based on the 100% construction documents received, HWH is submitting an updated cost with allowances for probable construction cost for this project.

Repairs to South and North Monumental Stair and Entries:	\$ 888,047.00
Alternate 1: Replace Terra Cotta with excessive mold growth	\$ 37,129.00 Add
Alternate 2: Provide guardrail with Tnemec Paint	\$ 7,570.00 Add
Alternate 3: Provide non-slip tape at stair nosings	\$ 9,733.00 Add
Alternate 4: Building Corner Underpinning at South Elev.	*SEE NOTE BELOW

*Per our conversation with David Chase at Architexas, we have excluded any new underground foundation stabilization or exploratory work at the building corner adjacent to the South Stair (Alternate #4).

Clarifications:

There are still some areas within the budget that we have made allowances that need to be made to conclude all construction cost. The services are based on the current set of plans and specs issued that depict the restoration of structural concrete, structural framing members, masonry repair and finishes. Renovation repair costs at this time are limited to the stairs and above grade architectural elements that support the stairs. We are following the plans in regards to Texas Department of Licensing and Regulation (TDLR) for facility conformance with Texas Accessibility Standards (TAS) it will be up to the architect to comply with state filing for compliances.

- Fee of 1% is included to fund project through TIPS/TAPS program.
- We have not included Material Testing as this need to be a third party.
- We do not have any AV/ IT or security wiring in this bid.


- Excluded any City of Greenville fees or permits. City confirmed no jurisdiction.
- We understand that Architexas has notification to the Texas Historical Commission and all costs associated with that review and additions to the plans are not priced at this time to meet there recommendations.
- County to provide all water and electricity on site and at county storage locations if needed.
- County to provide a secure area to store terra cotta and granite. (This was confirmed with Jimmy Moore)
- We will need to have coordinated the use of parking spots on North and South sides for construction use and safety during construction.
- We recommend the removal of the benches on the south side and have included an allowance to infill with sod. These benches are in bad shape.
- Geotechnical reports are not included by HWH. We do however provide the foundation underpinning at the South Stair as shown on the 100% documents.
- We have excluded any repairs or relocation of existing transformer or associated conduits at North side of site.
- Time line for completion of project estimated at 10 months.
- Time line of terra cotta is 4 weeks for approvals and 12-16 weeks for production after approval.

Allowance assumptions included in base bid:

• Sod repairs at south stair	\$ 1,000.00
• Controlled access zone tunnel at North side	\$ 15,000.00
• Mag lock reconnections at North side storefront door	\$ 1,200.00
• Cleaning out of floor drains	\$ 1,200.00
• Mockups	\$ 2,000.00
• Shoring	\$ 15,000.00

Please let us know if we can be of any further assistance or should any questions arise.

Sincerely,
Harrison, Walker & Harper, LP


Aaron Benson
Project Manager

Cc: David Chase – Architexas
Lee Hopwood– HWH
Barry Brock – HWH
Tim Glenn – HWH