

19934-1

TSM Consulting Services

Renewal Quote

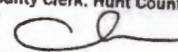
209 Rockbrook Dr
Rockwall, Texas 75087

Date	Estimate #
1/26/2026	351710

Name / Address
Hunt County Auditor Hunt County Sheriff's Office P.O. Box 1097 Greenville, TX. 75403-1097

FILED FOR RECORD
at 1:30 o'clock P M

FEB 10 2026

BECKY LANDRUM
County Clerk, Hunt County, Tex.
by 

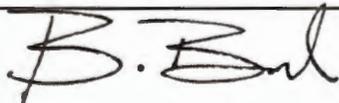
Project

Description	From Date	To Date	Qty	Rate	Total
1-Year Subscription Renewal Full access to the NetMotion platform and all of its features, powering security, visibility and connectivity use-cases. Includes the software defined perimeter (SDP), enterprise VPN and experience monitoring solutions.	1/26/2026	1/25/2027	65	120.00	7,800.00

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at 1:00 o'clock P M

FEB 10 2026

BECKY LANDRUM
County Clerk, Hunt County, Tex.
by 



10-611-3100-2236

Subtotal	\$7,800.00
Sales Tax (8.25%)	\$0.00
Total	\$7,800.00



IN-TELECOM
INTEGRITY. EXCELLENCE. COMMITMENT.

19934-2

Main: 903-839-9112

Email: jroberts@in-telecom.com

Web: www.in-telecom.com

Hunt County - 51988114 HUNT COUNTY HEALTH CLINIC Annual Renewal

Quote Information:

Quote #: 016701
Version: 1
Delivery Date: 02/02/2026
Expiration Date: 03/02/2026

Prepared for:

Hunt County
2507 Lee Street Room 101
Greenville, Texas 75401
Brandon Brand
(903) 408-4247
bbrand@huntcounty.net

Prepared by:

In-Telecom
Jeff Roberts
(903) 839-9112
jroberts@in-telecom.com

Hardware/Software

Description	Price	Qty	Ext. Price
271629 1PP IPO Rts 8X5 500V2	\$525.00	1	\$525.00
Subtotal:			\$525.00

Quote Summary

Description	Amount
Hardware/Software	\$525.00
Total:	\$525.00

FILED FOR RECORD
at 1:30 o'clock P M
FEB 10 2026
BECKY LANDRUM
County Clerk, Hunt County, Tex.
by



Payment Summary

Description	Periods	Payments	Amount
Payment Terms			
Hardware/Software Payment	1	One-Time	\$525.00
Completion Payment	1	One-Time	\$0.00

ACCEPTANCE

Execution of this quote acknowledges that In-Telecom Consulting further agrees to be bound by Service Provider's Managed Services Agreement (<https://www.in-telecom.com/msa>). The parties hereto acknowledge and agree that this quote may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature. The parties, intending to be legally bound, have duly executed this Agreement as of the date below.

PRICING

In-Telecom Consulting may adjust the price of goods or services to include any applicable taxes and/or any increase in product or shipping costs between the dates of order and delivery to customer. This includes but is not limited to market conditions, fuel surcharges and expiring promotional pricing. Further, the price quotation(s) provided for above are based upon observations by In-Telecom Consulting or information or representations which were made by you in relation to a number of factors, including but not limited to expected access, availability, responsiveness, scope of work, and/or installation requirements. You agree that in the event that any factors change, which affect the time, cost or scope of the quoted work and/or services, In-Telecom Consulting shall have the right to charge the reasonable increases due to such factor changes, and you shall provide payment of same. All applicable taxes shall be calculated and charged based on the applicable ship-to and ship-from addresses, in accordance with all federal, state, and local tax laws. Customer shall be responsible for all applicable taxes unless Customer provides a valid tax-exemption certificate acceptable to In-Telecom Consulting prior to invoicing. In the absence of such documentation, taxes will be charged and remain the responsibility of Customer.

PROJECT PAYMENT TERMS

Upon acceptance of any given quote, proposal, and/or statement of work,

DEPOSITS: Before any order processing or work begins, a deposit is required. This deposit will be the greater of either 50% of the total quoted cost for the work or the full cost of the quoted equipment and materials.

PROGRESS PAYMENT: Once the project reaches the halfway mark, as determined by In-Telecom, a progress payment becomes due. This payment will be 50% of the outstanding balance, including any additional charges from change orders. Payment for this invoice will be due within 15 days (Net 15).

FINAL PAYMENT: The remaining balance will be due upon project completion. Terms will be Net 15.

PAYMENTS: Cash, check, ACH, and credit card are acceptable forms of payment. Credit cards payments shall incur a 3% convenience fee.

LATE PAYMENT FEES: Payments not received by the due date may be subject to a late fee equal to the maximum amount permitted by law in the State of Louisiana. This fee will be applied at our discretion and will accrue until the outstanding balance is paid in full.



Payment Summary

Description	Periods	Payments	Amount
Payment Terms			
Hardware/Software Payment	1	One-Time	\$525.00
Completion Payment	1	One-Time	\$0.00

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19934-3



The Connected Operations Cloud

Quote #: Q-1186591

Issued Date: 01-20-2026

Expires 03-20-2026

Order Number: S-1985037

Payment Information:

Payment Method:
Payment Terms: Net 30
Payment Frequency: Direct Annual
Estimated Ship Date: 04-30-2024

FILED FOR RECORD
 at 1:30 o'clock P M

FEB 10 2026

BECKY LANDRUM
 County Clerk, Hunt County, Tex.
 by

Prepared For:

Hunt County, TX
2507 Lee Street
Greenville,
Texas
75401

Prepared By:

Andrew Kent
andrew.kent@samsara.com

Cost Overview

License Term: 32 Months

Total License Cost over 32 Months USD \$4,505.60

Hardware and Accessories Included

Shipping and Handling* USD \$35.00

Total Sales Tax* USD \$0.00

Total Contract Value¹ \$4,540.60

First Invoice¹ \$1,724.60

Second Invoice² \$1,689.60

Third Invoice³ \$1,126.40

¹Estimated values, actual invoice amount may change based on product fulfillment data. Includes estimated sales tax.

²Amount displayed is for products purchased in this order only. Includes estimated sales tax.

³If shipping is "Pending" - Amount is pending due to size of order. Shipping and Handling subject to change.

*Sales tax subject to change: If Sales tax is "Pending" - Final amount will be provided prior to payment.

9% fee only applies to US - (CAD, MX, EMEA are exempt)

Samsara Inc.

1 De Haro Street, San Francisco, CA 94017 • samsara.com

cc-3

Product Overview

SHIP TO Steven Harrison
1005 1/2 Bois D Arc St
HUNT COUNTY PRECINCT 4
Commerce, Texas, 75428-2101
United States

Hardware & Accessories	Net Unit Price	Total Price
Forward-facing dash-camera, Series 4 HW-CM33• QTY: 4	Included	Included
Vehicle IoT Gateway, model VG54 HW-VG54-NA• QTY: 4	Included	Included
Enhanced VG Series direct-wire non-diagnostic power cable CBL-VG-CPC• QTY: 4	Included	Included
Total Price:		Included

Licenses	Annual Unit Price	Total Annual Price
License for Forward-Facing Dash Camera LIC-CM1-ENT • QTY: 4	\$422.40	\$1,689.60
Total Price:		\$1,689.60



Billing Details:

Bill To:

2507 Lee Street
Greenville, Texas, 75401

Billing Contact::

Name:
Title:
Billing Email:
Phone Number:

Does your organization require a purchase order (PO) in order to process payment to vendors?

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.



Thank you for considering Samsara

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the License Start Date. The annual fees are payable by recurring transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships.

Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term

Samsara Inc.

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for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support And Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor,



shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.



samsara

The Connected Operations Cloud

Notification of Confidentiality

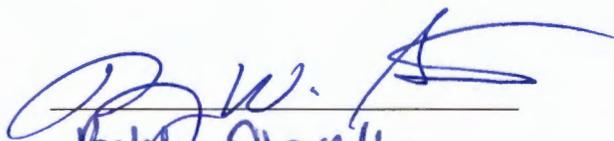
You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

Samsara Inc.

1 De Haro Street, San Francisco, CA 94017 • samsara.com

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature:



Print Name:

Bobby Shorali

Date:

2/10/26

Title:

County Judge

19934-5

HUNT COUNTY
 DEPARTMENT BID AWARD
 RENEWAL FORMAL BID #244-24, RECYCLED ASPHALT AND CONCRETE
 UNDELIVERED / DELIVERED
 Effective 2/12/26 through 2/11/27

PRECINCT	VENDOR	RECYCLED ASPHALT PER TON UNDELIVERED	RECYCLED CONCRETE PER TON UNDELIVERED	RECYCLED ASPHALT - CONCRETE PER TON DELIVERED	Pick - Up Point	INTERLOCAL ALLOWED
Precinct 1	Big City Crushed Concrete*	\$15.00	\$16.00	\$34.00 (Recycled Asphalt) & \$35.00 (Recycled Concrete)	11143 Goodnight Ln, Dallas, TX 75229; 2nd location: 1005 Forest Ave. Dallas, TX 75215 (call for availability) Dallas, TX 75229	Yes (FOB only)
Precinct 2	Big City Crushed Concrete*	\$15.00	\$16.00	\$32.00 (Recycled Asphalt) & \$33.00 (Recycled Concrete)	11143 Goodnight Ln, Dallas, TX 75229; 2nd location: 1005 Forest Ave. Dallas, TX 75215 (call for availability) Dallas, TX 75229	Yes (FOB only)
Precinct 3	Big City Crushed Concrete*	\$15.00	\$16.00	\$36.50 (Recycled Asphalt) & \$37.50 (Recycled Concrete)	11143 Goodnight Ln, Dallas, TX 75229; 2nd location: 1005 Forest Ave. Dallas, TX 75215 (call for availability) Dallas, TX 75229	Yes (FOB only)
Precinct 4	Big City Crushed Concrete*	\$15.00	\$16.00	\$37.50 (Recycled Asphalt) & \$38.50 (Recycled Concrete)	11143 Goodnight Ln, Dallas, TX 75229; 2nd location: 1005 Forest Ave. Dallas, TX 75215 (call for availability) Dallas, TX 75229	Yes (FOB only)
All Precincts	Arcosa Crushed Concrete**	\$20.00/ton Garland \$24.00/ton Hutchins \$24.00/ton Sunnyvale \$24.00/ton McKinney	\$21.00/ton pickup point McKinney; \$20.00/ton pickup point Garland; \$20.00/ton pickup point Hutchins; \$21.00/ton pickup point Sunnyvale	NO BID	3637 Castle Dr., Garland, TX 75046_2540 E. University Dr., McKinney, TX 75069_1000 Interstate HWY 20, Hutchins, TX 75141_200 N Lawson Rd, Mesquite, TX 75182	Yes

CC-5

HUNT COUNTY
DEPARTMENT BID AWARD
RENEWAL FORMAL BID #244-24, RECYCLED ASPHALT AND CONCRETE
UNDELIVERED / DELIVERED
Effective 2/12/25 through 2/11/26

**Arcosa Crushed Concrete does not guarantee material quality or quantity.

**Inventory is not guaranteed.

**Fixed Base is produced from recycled crushed concrete.

All prices are FOB Pick-up Points from all vendors.

Big City Crushed Concrete - Steve Stutler - (972) 243-4353

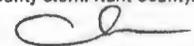
Arcosa Crushed Concrete - Tim Thrasher (214) 412-3586

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at 1:30 o'clock 0 M

FEB 10 2026

BECKY LANDRUM
County Clerk, Hunt County, Tex.

by





CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

19934-6

Date 2/2/26
Account Manager John Raimondi

Enterprise Quote
Hunt County

VSL Specialist David Sopp
Channel Price Sheet Month January

Unless otherwise noted, All Quotes expire upon current month's end

Annual Payment

Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Quantity	Year 1		Year 2		Year 3	
				Price	Extended	Price	Extended	Price	Extended
Online Applications									
AAA-11894	O365 G3 GCC Sub Per User	D	350	\$ 247.74	\$ 86,709.00	\$ 247.74	\$ 86,709.00	\$ 247.74	\$ 86,709.00
EP2-24658	M365 Copilot GCC Sub Add-on	D	2	\$ 367.20	\$ 734.40	\$ 367.20	\$ 734.40	\$ 367.20	\$ 734.40
3NS-00003	Exchange Online P2 GCC Sub Per User	D	100	\$ 73.20	\$ 7,320.00	\$ 73.20	\$ 7,320.00	\$ 73.20	\$ 7,320.00
MQN-00001	Entra ID P2 Gov Sub Per User	D	450	\$ 84.92	\$ 38,214.00	\$ 84.92	\$ 38,214.00	\$ 84.92	\$ 38,214.00
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage	D	25000	\$ 2.20	\$ 55,000.00	\$ 2.20	\$ 55,000.00	\$ 2.20	\$ 55,000.00
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	D	350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Server Products									
				Year 1 Total	\$ 187,977.40	Year 2 Total	\$ 187,977.40	Year 3 Total	\$ 187,977.40
				Three Year Total	\$ 563,932.20				

Notes

No Tax Referenced

10-611-3100-2235

Terms & Conditions

Terms and Conditions of sales and services projects are governed by the terms at:

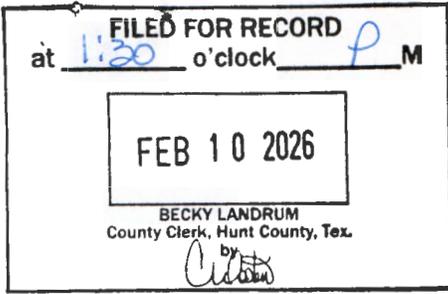
<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

FILED FOR RECORD
at 1:30 o'clock P M

FEB 10 2026

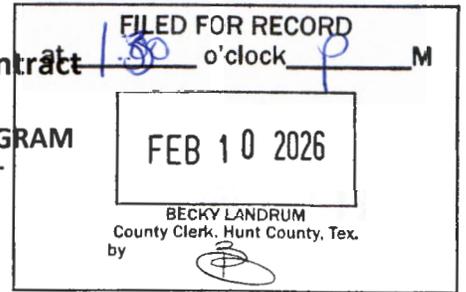
BECKY LANDRUM
County Clerk, Hunt County, Tex.
by

19934-7



Hunt County - 1-30 Admin Facility Contract

AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM CONSTRUCTION SERVICES CONTRACT



INTRODUCTION

THIS CONSTRUCTION SERVICES CONTRACT ("Contract") is made and entered into this January 14, 2026, by and between Hunt County, Texas, hereinafter referred to as the "Entity" and Tegrity Contractors, Inc., a licensed and insured Construction Contractor in the State of Texas, hereinafter referred to as the "Contractor." Entity and Contractor are sometimes each referred to as a "Party" and collectively "Parties."

The following recitals are incorporated in and made a part of this Contract.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule and on January 6, 2022, issued the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6 recipients may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to allocate funds for the provision of government services and/or make necessary investments in water, sewer, and broadband infrastructure, and/or mitigate natural disasters; and

WHEREAS, the Entity has determined that it has the objective of providing these services to its residents; and

WHEREAS, the Entity has been awarded ARPA SLFRF funds by the U.S. Department of the Treasury ("Treasury") which have been distributed to the Entity from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be expended by December 31, 2026); and

WHEREAS, Entity has decided to use SLFRF for the "1-30 Administrative Facility" Project (hereinafter "Project"); and

WHEREAS, the Entity desires to disburse funds to the Contractor to administer the Project and perform certain services in connection therewith as set forth in this Contract and in the Scope of Services attached hereto; and

WHEREAS, Contractor has represented to the Entity that it is duly qualified, eligible, and willing to provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, and in consideration of funding in an amount not to exceed Seven Million Seven Hundred Sixty-Nine Thousand Seven Hundred Seventy-Seven Dollars and No Cents (\$7,769,777.00) to be paid to the Contractor by Entity as herein below set forth, the Parties hereto do mutually agree as follows:

CC-7

SECTION 1. CONTRACT ADMINISTRATION

SECTION 1.1 CONTACT INFORMATION & NOTICES

For the purposes of this Contract, the Entity's Representative listed below will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate. The Contractor shall designate a Representative to act on Contractor's behalf with respect to the Project for all purposes, including (by way of example and not of limitation) execution of Change Orders and Applications for Payment. Contractor's Representative shall be responsible for the day-to-day management of the Work through Final Completion – and must be available as required for the benefit of the Project and Entity.

Any notice or communication required or permitted to be given under this Contract must be in writing and may be served via email or by depositing same with the United States Postal Service, addressed to the Entity/Contractor Representative for Project, postage prepaid and in registered or certified form, with return receipt required; by hand delivery by reputable courier; or by deposit with Federal Express or other reputable overnight courier for overnight delivery. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

Entity Name	Hunt County	Contractor Name	Tegrity Contractors, Inc.
Entity Address 1	2507 Lee Street	Contractor Address 1	202 N. Allen Drive, Suite E
Entity Address 2	Greenville, Texas 75401	Contractor Address 2	Allen, Texas 75013
Entity Representative for Project		Contractor Representative for Project	
Name	Tammy D. Himes	Name	Hayden Malone
Title	Purchasing Agent	Title	Director of East Texas Development
Phone	903-408-4292	Phone	903-413-4746
Email	thimes@huntcounty.net	Email	
Entity Billing Contact		Contractor Billing Contact	
Name	Kelsey Crowther	Name	Maggie Montero
Title	Accounts Payable Supervisor	Title	Financial Project Manager
Phone	903-408-4121	Phone	413-478-7322
Email	kcrowther@huntcounty.net	Email	Maggie@tegrity-contractors.com

SECTION 1.2 PARTS INCORPORATED

Parts Incorporated. In addition to the Exhibits identified below which are incorporated into this Contract, it is understood and agreed that additional terms of this Contract are to be performed in accordance with the proposal documents (scope of work, images, and specifications), submitted proposal response and related exhibits, affidavits, addendums, statutory requirements, and the ARPA Terms & Conditions.

Exhibits

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment

Exhibit B	ARPA Required Contract Provisions
Exhibit C	Prevailing Wage Decision
Exhibit D	Other Relevant Information/Special Conditions for Construction
Exhibit E	Insurance Certificate
Exhibit F	Bid, Performance, and Payment Bonds
Exhibit G	Eligibility Verification (SAM.gov)
Exhibit H	Certificate of Interested Parties (Form 1295)

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SECTION 1.4 CONTRACT DOCUMENTS

By reference, the Contract Documents consist of:

- a. This Contract and all exhibits listed, contained, or referenced in this Contract.
- b. All Addenda issued before the Effective Date of this Contract;
- c. All Alternates accepted by the Entity before the Effective Date of this Contract;
- d. All Change Orders issued after the Effective Date of this Contract;
- e. The Drawings, Specifications, details, and other documents developed by Project Architect/Engineer to describe the Project and accepted by Entity; and
- f. The response submitted by Contractor in response to the [RFP] issued by Entity for this Project.

The Contract and Exhibit Documents form the entire and integrated Contract between Entity and Contractor, and supersede all prior negotiations, representations, or agreements, written or oral.

To the extent of any conflict between Contractor’s Proposal and any other Contract Document, the Contract Documents shall govern.

If there is an irreconcilable difference between or among the various documents that make up the Contract Documents, the interpretation that provides for a higher quality of material and/or workmanship will prevail over all other interpretations.

1.4.1 Term of Contract – Commencement of Work

Entity shall issue a Notice to Proceed (NTP) identifying the date for commencement of the Work. The commencement date shall be as specified in the NTP. Contractor shall achieve substantial completion of the Work within 540 calendar days after the commencement date; as such completion date may be extended by approved Change Orders. THE TIME SET FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT.

Reasonably foreseeable adverse weather conditions will not constitute an Excusable Delay. For purposes of this Contract, "reasonably foreseeable adverse weather conditions" means weather conditions in keeping with the historical averages listed by the National Oceanic and Atmospheric Administration on its website, www.noaa.gov.

In any event, all of the services required and performed hereunder shall be completed no later than July 1, 2027, with 50% complete by October 31, 2026.

1.4.2 Schedule

Within ten (10) days of receiving the Notice to Proceed, Contractor shall submit for Entity review and acceptance, a critical path schedule.

1.4.3 Pre-Existing Conditions

Contractor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions in accordance with the standard of care expected of a prudent and experienced contractor performing similar work. Contractor's investigation, including a reasonable visual inspection and such additional inquiries, testing, or examination as would be customary and appropriate under the circumstances (but excluding invasive or destructive testing unless expressly permitted or required), was instrumental in preparing its bid to perform the Work. Contractor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum arising from Project conditions (including pre-existing conditions) that the Contractor discovered or, in the exercise of reasonable care consistent with industry standards for a contractor of similar experience and expertise, should have discovered during its investigation. Notwithstanding the foregoing, this provision shall not preclude Contractor from seeking an adjustment for unknown physical conditions of an unusual nature that (i) differ materially from those ordinarily encountered and generally recognized as inherent in work of this character, and (ii) could not reasonably have been anticipated by an experienced contractor even after conducting the investigation described above.

Contractor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Contractor's investigation was instrumental in preparing its bid to perform the Work. Contractor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum arising from Project conditions that the Contractor discovered or, in the exercise of reasonable care, should have discovered in Contractor's investigation. Not including unforeseen conditions.

1.4.4 Liquidated Damages

The Parties agree that time is of the essence with respect to each and every term and provision set forth in this Agreement. All services required and performed hereunder shall be completed by 50% no later than October 31, 2026. If the Contractor fails to complete 50% complete as required by October 31, 2026 or fails to achieve any contract milestones as outlined in the Payment Schedule, the Contractor shall pay liquidated damages in the amount of \$3,848,888.50, the balance of the Entity's remaining 3rd party un-contracted ARPA fund amount as of December 30, 2026, minus payments by Entity to Contractor prior to December 31, 2026, if the Contractor fails to meet the Payment Schedule to the extent that the failure is solely under the Contractor's control.

The foregoing provision as to liquidated damages constitutes an agreement by the Entity and the Contractor as to the minimum amount of damages the Entity will sustain in any event by reason of the Contractor's failure to complete the Work within the time specified in a Notice to Proceed, or as extended by a change order. The Entity may recover actual damages over and above the minimum amount that result from the Contractor's failure to begin the Work when ordered,

carry it forward uninterruptedly after beginning, or complete it within the time specified and in strict accordance with the Plans and Specifications, Work Write-up (Estimated Cost of Repairs or ECR), or Task Order or change orders. The Entity shall have the right to deduct and withhold the amount of any and all damages, whether it be the minimum amount agreed upon or otherwise, from any monies owing the Contractor.

The Parties agree that time is of the essence with respect to each and every term and provision set forth in this Agreement. All services required and performed hereunder shall be completed and stored by fifty percent (50%) no later than October 31, 2026. If the Contractor fails to complete and store fifty percent (50%) completion as required by October 31, 2026, or fails to achieve any contract milestones as outlined in the Payment Schedule, to the extent such failure is solely within the Contractor's control, the Contractor shall pay, as liquidated damages, an amount equal to the American Rescue Plan Act ("ARPA") State and Local Fiscal Recovery Funds allocated to the Project, not to exceed Three Million Eight Hundred Forty-Eight Thousand Eight Hundred Eighty Eight Dollars and 50/100 (\$3,848,888.50), representing the maximum amount of ARPA funds the County would be required to remit back or would be ineligible to expend due to such failure under ARPA and the Treasury's implementing regulations, including the requirement that such funds be fully expended no later than December 31, 2026.

The foregoing provision as to liquidated damages constitutes an agreement by the Entity and the Contractor as to the minimum amount of damages the Entity will sustain in any event by reason of the Contractor's failure to complete the Work within the time specified in a Notice to Proceed, or as extended by a change order. The Entity may recover actual damages over and above the minimum amount that result from the Contractor's failure to begin the Work when ordered, carry it forward uninterruptedly after beginning, or complete it within the time specified and in strict accordance with the Plans and Specifications, Work Write-up (Estimated Cost of Repairs or ECR), or Task Order or change orders. The Entity shall have the right to deduct and withhold the amount of any and all damages, whether it be the minimum amount agreed upon or otherwise, from any monies owing the Contractor.

1.4.5 Dispute Resolution

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Entity shall have the right to request mediation if services being provided are deemed deficient in any way.

1.4.6 Acquisition, Merger, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Contract, the Contractor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Entity, who retains the right to reject the transfer of the contract.

1.4.7 Termination of Contract For Cause

This Contract may be terminated by the Entity for cause, including any nonperformance by the Contractor; failure of the Contractor to fulfill in a timely and proper manner its obligations under this Contract; or violation of any of the covenants, agreements, or stipulations of the Contract, upon thirty (30) days' written notice to Contractor including a statement of the reasons, therefore. The determination of the Entity as to the cause of termination and the appropriateness thereof shall be final and binding upon both Entity and Contractor. Cause for termination shall include any material failure by Contractor to comply with any term of this Contract.

- a. In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models,

photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Entity, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the Entity for damages sustained by the Entity by virtue of any breach of this Contract by the Contractor, and the Entity may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the Entity from the Contractor is determined.
- c. The Contractor agrees to indemnify and hold the Entity harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Entity under this provision.
- d. In case of default by the Contractor, the Entity may procure the goods or services from other sources and hold the Contractor responsible for any excess cost.
- e. Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Entity reserves the right to cancel the Contract.
- f. If this Contract is terminated for cause, excluding funding discontinuance or disapproval, Contractor shall have the right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the Entity at the Entity's sole discretion.

1.4.8 Termination of Contract For Convenience of the Entity

The Entity may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the Contractor. If the Contractor is terminated by the Entity as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. If this Contract is terminated due to the fault of the Contractor, Section above relative to termination shall apply.

1.4.9 Post Expiration and Termination Procedures

Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the Entity and the Contractor shall perform all acts and execute all instruments necessary to transfer and assign such funds to the Entity. All finished or unfinished documents, data, studies, reports, and work products prepared by the Contractor under this Contract or with grant funds shall, at the option of the Entity, become Entity's property.

1.4.10 Transitional Period

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the Entity, the Contractor shall continue all terms and conditions of said Contract for a period not to exceed thirty (30) days at the Entity's request.

1.4.11 Ownership of Material

The Entity shall retain all of its rights and interest in any and all documents and property, both hard copy and digital furnished by the Entity to the Contractor for the purpose of assisting the Contractor in the performance of this Contract. All such items shall be returned immediately to the Entity at the expiration or termination of the Contract or completion of any related services pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Entity, be disclosed to others or used by the Contractor or permitted by the Contractor to be used by their parties at any time except in the performance of the resulting Contract. Ownership of all data, materials and documentation originated and prepared for the Entity pursuant to this Contract shall belong exclusively to the Entity. All

data, reports, computerized information, programs, and materials related to this Project shall be delivered to and become the property of the Entity upon completion of the Project. The Contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Entity.

SECTION 1.5 CONTRACT SUM AND PAYMENTS

The Contractor shall be compensated per the schedule below. Payment to the Contractor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms as stated in the proposal, or as mutually agreed upon and contained in this Contract. Payment is expressly contingent upon the availability of ARPA funding.

1.5.1 Contract Sum

Entity shall pay Contractor for performance of its obligations under this Contract, including the Base Proposal and Alternate Proposals (if any), the sum of \$7,769,777.00, and make payment in accordance with the provisions of this Section.

1.5.2 Payment & Pricing Schedule

A Payment & Pricing Schedule (see Exhibit A2) subdividing the Project into its respective parts, and which includes values for all items comprising the Project will serve as the basis for progress payments made to Contractor throughout the Project. The format and tracking of the original Payment & Pricing Schedule and all updates thereto will be subject to the approval of Entity and/or designated representative(s). At all times, the estimated cost of performing the uncompleted and unpaid portion of the Work (including Contractor's overhead and profit) shall not exceed the unpaid balance of the Contract Sum (less Retainage on Work previously completed).

1.5.3 Contractor's Payment Obligations

Contractor shall promptly pay all bills for labor and material performed and furnished by others in connection with this Contract. Once Payment is received from the owner for the material and labor billed. Upon receipt of payment from the Entity, Contractor will promptly pay all bills and labor from monthly pay applications in accordance with applicable Texas law, including the requirements for public projects

1.5.4 Inspections and Payment for Construction Services

During the phase of construction services, the following activities apply:

- a. Payments will be made at milestones as established in the construction contract Payment Schedule. Generally, the Entity is anticipating pay milestones each month on a percentage (%) complete basis, and a 100% (final/retainage) construction complete payment. In general, a progress inspection can be assumed complete if tasks pertaining to that corresponding percentage of the construction value have been completed in-place. Inspection will not be scheduled for incomplete or uninstalled work, or for work that requires a code inspection, and the code inspection has not been completed and approved by the Entity. Inspections are also performed to verify that construction is performed in accordance with approved plans and all applicable construction codes, standards, and specifications. All components must be installed without visible flaws in workmanship and all municipal inspections and the engineer's inspection requirements applicable to the construction must be completed and approved. A five percent (5%) retainage will be withheld on each payment that would be reimbursed.
- b. Firm shall submit an invoice upon completion of each milestone as described in the executed construction contract document. Deliverables will be considered complete only upon inspection and written acceptance by the Entity. Each invoice shall include deliverable(s) completed and the price for each. No charges may be billed unless such costs are explicitly included in the construction contract. **At minimum, a 50% request for reimbursement**

must be received by the County no later than November 31, 2026, and the final (100%) request to be received no later than June 30, 2027.

- c. The selected Firm(s) are eligible for Final payment once a Certificate of Occupancy is provided, and the construction passes the final inspection performed by the Entity. The final inspection is complete when all items on the scope of work has been completed, all mechanical systems are working properly, all interior and exterior electrical systems are working, all plumbing systems are working and draining, and all other systems or appurtenances installed or repaired as part of this scope are working or completed.
- d. Firm(s) are eligible for the retainage payment thirty (30) days after passing final inspection and completion of all punch list items. If determined necessary by the Entity, proof of payment to subcontractors may be requested.

1.5.5 Request for Payment

As instructed, all payment requests must be submitted on an approved form of Request for Payment including required attachments. Notwithstanding the certification of Contractor's payment applications, the Entity or its Representative will independently review Contractor's payment applications and make a determination as to the amount properly payable to Contractor. Within 7 days of being submitted. As instructed, all payment requests must be submitted on an approved form of Request for Payment including required attachments. The Entity or its Representative will independently review Contractor's payment applications and make a determination as to the amount properly payable to Contractor within 21 days of submission, notwithstanding the certification of Contractor's payment applications. Determinations shall comply with applicable law.

- a. Contractor shall submit all receipts, invoices with check vouchers or other evidence of payment, petty cash account information, payrolls, and any and all other evidence required by Entity or its designated Representative as it deems necessary to support the amount requested.
- b. Contractor shall include required attachments identifying payments to HUBs and to all Subcontractors. Payments to Subcontractors included in an Application for Payment will not exceed the percentage of Work allocable to such Subcontractors for each respective Schedule of Values classification which has been actually completed and will not exceed the total value of the subcontract amount.
- c. Contractor shall include Certified Payrolls and other required documents in support of Texas Prevailing Wage requirements or federal Davis-Bacon compliance.

1.5.6 Offsets; Deductions; Withholding

- a. Entity is an agency of the State of Texas and materials and services utilized in the construction of the Project may be exempt from state and local taxes. Contractor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Applications for Payment and from the request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.
- b. Amounts assessed as liquidated damages per the above Section of this Contract and other amounts to which Entity is entitled by way of setoff or recovery, if any, shall be deducted from any amounts due Contractor.
- c. Notwithstanding any other contractual provision to the contrary, Entity may withhold any payment from Contractor to the extent reasonably required to protect Entity interests under any of the following circumstances: failure to perform work in accordance with Contract Documents; insufficient documentation in Application for Payment; violations of Prevailing Wage/Davis-Bacon requirements; failure to pay Subcontractors, employees, hired laborers or materials suppliers; failure to obtain, renew or maintain insurance coverage as required in this Contract; failure to meet schedule requirements or other scenarios that causes the Entity, in good faith judgment, to determine that the remaining balance will not be sufficient to complete the Work in accordance with this

Contract. The right to withhold payment is contingent on giving Contractor a minimum of seven (7) calendar days' written notice of specific defects or defaults and an opportunity to cure same, and on Contractor's failure to cure or to take diligent steps to cure within such seven (7) calendar days.

1.5.7 Final Payment

Contractor's request for Final Payment must not be made until all Work is completed, all requirements of the Contractor Documents have been satisfied, and Contractor delivers:

- a. A complete release of all liens arising out of the Work;
- b. Written consent of surety to release Final Payment; and
- c. An affidavit that, to the best of the Contractor's information or knowledge, the release includes and covers all materials and services over which Contractor has control and for which a lien could be filed, subject only to the Final Payment by Entity.

Alternatively, Contractor may furnish a bond satisfactory to Entity to indemnify Entity against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to Entity all money the Entity may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees, and Entity shall have all remedies at law and in equity.

Acceptance by Contractor (or Contractor's successors) of Final Payment under this Contract, will constitute a full and complete release of Entity from any and all claims, demands and causes of action whatsoever which Contractor or Contractor's successors have or may have against the Entity under the provisions of this Contract for payment for the Work except for those previously made in writing and identified by Contractor as unsettled at the time of the final request for payment.

SECTION 2. ENTITY RESPONSIBILITIES

SECTION 2.1 GENERAL

- a. Entity will cooperate in a timely manner in providing information to the other members of the Project Team regarding its requirements for the Project.
- b. Entity will provide the general schedule, setting the plan for milestone dates and completion of the Project.
- c. If the Entity has actual knowledge of any fault or defect in the Project or non-conformance with the Drawings and Specifications, the Entity shall give prompt written notice of such fault, defect, or non-conformance to Contractor.
- d. The Entity may designate one or more construction inspectors of its own who will be given access to the Work as requested or needed. The provision of such inspectors will not reduce or lessen in any respect Contractor's responsibilities for the Work.
- e. The Entity may furnish or obtain all legal, accounting, auditing, and insurance counseling services for itself as may be necessary for the Project.

SECTION 3. SCOPE OF WORK

SECTION 3.1 GENERAL

Contractor has overall responsibility for and shall furnish all materials, equipment, tools, and labor necessary and reasonably inferable to complete the Work, or any phase of the Work, in accordance with Entity's requirements and the terms of the Contract Documents, including the Drawings, Specifications, Addenda, details, and other documents prepared by Project Architect/Engineer and listed in the attached Exhibits. Implicit in Contractor's obligations is the provision of and payment for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, temporary facilities and other facilities and services necessary or reasonably inferable for proper execution and completion of the Project, whether temporary or permanent and whether or not incorporated or to be incorporated into the Project, and complete the Project in an expeditious and economical manner consistent with the interests of the Entity and in accordance with the schedule.

Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Entity nor shall Contractor be released from any liability by reason of such approval by Entity, it being understood that Entity at all times is ultimately relying upon Contractor's skill and knowledge in performing the services required hereunder.

SECTION 3.2 PROJECT CONTROL

Contractor shall supervise and direct the Work and shall be solely responsible for construction means, methods, techniques, sequences, and procedures for the Work. Contractor shall promptly correct any defective or non-conforming Work at Contractor's sole expense and without cost to Entity.

SECTION 3.3 SUBCONTRACTORS

Contractor shall award and enter into all Subcontracts necessary and appropriate to provide all labor and materials for the construction of the Project.

- a. Contractor shall monitor the Work of the Subcontractors as required and coordinate such Work with the activities and responsibilities of the Project Team with a goal to attain Substantial Completion not later than the date for Substantial Completion and at a cost not to exceed the Contract Sum.
- b. Contractor shall inspect the Work of Subcontractor to ensure conformance with the Contract Documents without assuming Project Architect's responsibilities.
- c. Upon request, Contractor shall provide Entity with complete, unaltered copies of all Subcontracts, and all amendments thereto.

SECTION 3.4 PREVAILING WAGE/DAVIS-BACON

Contractor shall maintain strict enforcement of Federal 2 CFR 200-Appendix II Davis-Bacon compliance.

SECTION 3.5 KEY TASKS

- a. Management of all construction phases (specific to the construction scope of work) to include but not limited to site prep/grading, foundation (including all underground plumbing, electrical and gas line), demolition, lead paint/asbestos assessments and abatement, dry-in (framing, exterior doors, windows, roofing, weatherization and exterior siding/masonry), rough-in (plumbing, mechanical, electrical and gas), insulation, drywall, interior trim/doors, painting, carpet and flooring, cabinets and countertop, finish (electrical, plumbing, mechanical & gas), hook up and punch list.
- b. Maintain a pool of general/subcontractors, Architectural or Engineering (A/E) Firms, and other trades adequate to complete construction adhering to Entity's requirements and time constraints identified in this document.
- c. Provide timely payments to sub-consultants, general/subcontractors, trades, etc.
- d. Obtain or ensure that all necessary permits to perform demolition and/or construction activities as required, and that Certificates of Compliance (as applicable) are issued and properly documented.

- e. Provide a warranty on all completed construction. At a minimum, 1-year warranty for workmanship and materials and a 10-year warranty for structure, and appliance warranty from the manufacturer shall be provided.
- f. Perform periodic monitoring of construction during all construction phases. Contractor shall provide an assigned superintendent at each project site and notify the Entity of the assignment or reassignment of superintendent within forty-eight (48) hours. The Entity reserves the right to require a superintendent to be on-site during all construction and establish a maximum ratio of projects for each superintendent.
- g. Participate in progress inspections performed by the Entity inspectors (or assignees) to ensure compliance with construction requirements, applicable building codes, zoning requirements, plan specifications and minimum structural elevation per the Federal Emergency Management Agency's (FEMA) Elevation Certificate (if applicable).
- h. When applicable, provide wage rate documentation (or certified payrolls) on a weekly basis or as directed by Entity. Allow for access to the site to interview employees and provide photographs of required on-site (location TBD) signage per requirements of Texas Prevailing Wage/Federal Davis-Bacon compliance.
- i. Provide excellent customer service for others impacted during construction activities. Firm shall be responsive to requests and communicate on a regular basis with the Entity; coordinate relocation issues such as utility connects/disconnects, schedules, storage; and ensure that those impacted by construction are fully informed of the construction process.
- j. Provide and maintain all original and copies of supporting documentation to include but not limited to construction draws, liens, releases from vendors, subcontractors; and suppliers.
- k. Furnish progress reporting as determined or requested by the Entity.
- l. Coordinate with local governmental jurisdictions, homeowner associations, and other jurisdictions as appropriate to complete projects.
- m. Support and assist the Entity during state/federal monitoring or auditing activities, including providing financial information, reports, site visits, and other requests that may be required.

SECTION 3.6 PRECONSTRUCTION SERVICES

During the phase of preconstruction services, the following activities are performed:

- a. Procure in advance or establish reliable supply chains for materials, equipment, supplies, and appurtenances with long lead items.
- b. Perform procurement of early trade work.
- c. Submit sample boards of materials (i.e., cabinets, carpet, hardware, paint, etc.) for review and approval of the Entity.
- d. Prepare and maintain a detailed schedule.
- e. Work collaboratively with design team and review drawings for submittal to the Entity for final approval.

SECTION 3.7 CONSTRUCTION SERVICES

During the phase of construction services, the following activities are performed:

- a. Contractor shall meet with assigned Entity contact (or assignee) to review selections of construction materials.
- b. Contractor will be responsible for coordinating with appropriate departments for shutoff and timely reconnection of all utilities. Contractor shall be responsible for managing all utility-related issues associated with demolition and/or construction.
- c. Contractor is responsible for demolition of damaged structure, if specified in the scope of work. All demolition activities and disposal of demolition/construction debris must follow applicable local, state, and federal guidelines, laws, and regulations.
- d. Contractor shall obtain or ensure that all necessary permits for demolition and construction are issued and properly documented, Certificates of Occupancy are issued and properly documented, and provide foundation location and as-built surveys to confirm that construction is compliant with elevation and setback building line requirements.
- e. Contractor shall provide construction services in accordance with Entity building codes and within the prescribed construction timelines and approved schedule.
- f. Contractor is responsible for performing Lead and Asbestos assessment and abatement activities as included in the project scope of work. All work must be properly documented, and proper clearances obtained prior to re-occupation of the building.
- g. Contractor shall provide administrative, management, and related services to coordinate scheduled activities and responsibilities of their general contractors, subcontractors, and trades with each other to manage construction schedule. Contractor is allowed to self-perform construction and are responsible for coordinating and scheduling their own construction services.
- h. Contractor shall visit and thoroughly inspect the project sites and any structures or other manmade features to be modified.
- i. Contractor shall coordinate and manage the scope of work to be performed by their subcontractors through final acceptance, including punch-list work. Contractor shall be responsible for keeping the services on schedule and ensuring that the subcontractors furnish materials and perform work according to the approved scope of work and construction plans.
- j. Contractor shall have the authority over their general contractors/subcontractors to require prompt execution of the work and to give instructions to require corrective actions, whenever such action may be necessary in its opinion to ensure proper execution of the Contract Documents and/or to protect the interests of the Entity.
- k. As requested by the Entity, Contractor shall provide routine reports regarding quality control inspections to ensure progress and quality of construction, adherence to schedule, and conformance with applicable construction standards.
- l. Contractor shall coordinate their trades, subcontractors, and other construction personnel to ensure that the quantity, quality, fitness, and progress of the work is in compliance with the Contract requirements. All work is subject to the final review of the Entity, or assignee. The Entity will not routinely require prior approval of these actions but reserves the right to review and approve at its sole discretion.

SECTION 3.8 SCHEDULING

Contractor is solely responsible for completion of the Work in accordance with the Contract Documents on or before the date specified in the Schedule.

SECTION 3.9 MEETINGS

Contractor shall attend Project progress meeting scheduled by Entity and/or its Representative no less often than once per month, but in any event as often as required for the proper coordination of the Project and fully advise the Project Team at such meetings as to Project status. Contractor shall also schedule and attend regular Project Team meetings to discuss jointly such matters as procedures, progress, problems, and scheduling. Prior to each meeting, Contractor shall prepare and distribute to the other Project Team members a written agenda for the meeting. At each Project Team meeting, Contractor shall distribute a memorandum setting forth the list of critical activities that require immediate action and the date(s) by when the activity must be completed, and record and distribute the minutes of each meeting.

SECTION 3.10 CHANGES

Contractor shall use Entity's forms for review and processing Change Proposals, Change Orders, and requests for information.

SECTION 3.11 DOCUMENTS, SHOP DRAWINGS AND SUBMISSIONS

Project Architect shall be the interpreter of the design intent of the Construction Documents, subject to the terms and conditions of the agreement between Project Architect and Entity; provided, however, Contractor shall request such interpretations from Project Architect, from time to time, in order to facilitate Contractor's accomplishment of its duties under this Contract. In the event that the Contractor believes the interpretation of Project Architect is not reasonably inferable from the design documents and/or not in conformance with industry standards and said interpretation increases the cost and/or extends the construction schedule, then Contractor may request dispute resolution.

- a. In collaboration with the other members of the Project Team, establish and implement procedures for expediting the processing and Project Architect's approval of shop drawings and other submissions in accordance with the Project specifications.
- b. Receive from the Subcontractors and review all shop drawings and other submissions for conformance with the Contract Documents. Coordinate shop drawing and other submission with the Contract Documents and other related documents prior to transmitting them to other members of the Project Team.
- c. Maintain at the Project site and make available to Entity, updated records of all drawings, a current set of as-built Drawings and Specifications, examples, purchases, materials, equipment, maintenance and operating manuals and instructions, and other construction related documents, including all changes and revisions, a directory of personnel, Project correspondence, inspection procedures (prepared by the entities conducting inspections), testing laboratory procedures (prepared by the testing laboratories), contract changes, time extensions, progress payment data, Final Acceptance procedures, and instructions from Entity.
- d. Coordinate and facilitate the creation of record and as-built drawings, and the procurement of warranties and guarantees. Contractor shall maintain and deliver the documents describing all changes or deviations from the Construction Documents that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

SECTION 3.12 SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a 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 shall be used. All interpretations of specifications shall be made on the basis of this statement. The Contractor should request clarification from the Entity as specified in this document.

SECTION 3.13 NON-CONFORMING WORK

Entity may reject any defective or non-conforming Work on the Project of which Entity becomes aware, and Contractor shall promptly correct any such defect at Contractor's own cost without increasing the Contract Sum. Upon discovering that any portion of the Work does not conform with Entity's design concept and/or requirements, including the Design Guidelines and Standard Specifications, due to an error or omission in any Construction Document materials prepared or furnished by or on behalf of Contractor, Contractor shall promptly correct such condition at no additional cost to Entity. If Contractor refuses or fails to correct (or improperly corrects) any such condition within a reasonable time after notice, Entity may cause the condition to be corrected and offset the cost of such correction against any monies owed to Contractor; provided, however, if no monies are owed Contractor at the time the condition is discovered or at the time the condition is corrected by Entity, Contractor shall promptly reimburse Hunt County for all expenses incurred to correct the condition. Contractor shall warranty all corrective Work, whether performed by or through Contractor or by a third party retained by Entity in accordance with the immediately preceding sentence due to Contractor's refusal or failure to correct properly any non-conforming Work.

SECTION 3.14 ENVIRONMENTAL, HEALTH, AND SAFETY

Contractor's Safety Plan shall include recommendations and information to Entity and its Representative regarding the assignment of responsibilities for safety precautions and programs, temporary Project facilities and equipment, materials, and services for common use of the Subcontractors. Contractor shall verify that appropriate safety provisions are included in the Construction Documents. The existence of any Entity-controlled insurance programs will not operate to diminish or eliminate Contractor's responsibilities under this Contract. Entity agrees that Entity will not be providing any Subcontractors.

During the phase of construction services, the following activities are to be performed:

- a. The Firm shall have detailed procedures addressing environmental risks, safety hazards, and provide mitigation methods. The Firm shall identify and ensure that all Personal Protective Equipment (PPE) required for performing services is utilized.
- b. All health and safety complaints must be addressed immediately, and the Entity must be notified of the complaints and proposed resolutions within twenty-four (24) hours.
- c. Investigation, removal, and disposal of all hazardous materials shall be addressed in accordance with all applicable construction/environmental and any other federal, state, and local laws and regulations.
- d. All construction activities shall be performed in compliance with applicable Occupational Safety and Health Administration (OSHA) safety regulations and other applicable laws.

SECTION 3.15 CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK

- a. Contractor shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.
- b. Contractor's certification shall be delivered to Entity at Substantial Completion.
- c. Contractor shall take whatever measures it reasonably deems necessary to ensure that all employees and Subcontractors (including suppliers and fabricators), and their assigns, comply with the requirements of this section.
- d. Each Subcontractor shall provide a notarized statement that no Asbestos Containing Building Materials (ACBM) has been used, provided, or left on this Project with each of its/his/her invoice.

- e. Contractor shall provide to the extent deemed necessary for compliance by the State data sheets and/or labels as proof of compliance.

SECTION 3.16 RECORD KEEPING & RETENTION

Contractor shall establish and maintain a numbering and tracking system for all Project records, including modifications thereto, requests for information, submittals, and supplementary instructions, and shall provide updated records at each update meeting and when requested. During the Construction Phase, Contractor shall submit detailed progress reports, as requested by Entity, that include a description of the Project status, a summary update of the Work by Construction Specifications Institute (CSI) division, photographs, updated and current schedules and logs, and any other information necessary to convey the progress of the Work.

SECTION 3.17 INDEMNIFICATION

Contractor covenants and agrees to indemnify, hold harmless and defend, at its own sole expense, the Entity and its officers, agents, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services under this Contract and/or the operations, activities, and services of the activities described herein; and Contractor hereby assumes all liability and responsibility of the entity and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kinds or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services or this Contract and/or the operations, activities, and services described herein. Contractor likewise covenants and agrees to and does hereby indemnify and hold harmless entity from and against any and all injury, damage, or destruction of property of entity, arising out of or in connection with all acts or omissions of Contractor, its officers, members, agents, employees, contractors, subcontractors, invitees, licensees, and project participants. Contractor agrees to and shall release Entity, its agents, employees, officers, and legal representatives from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the services under this Contract.

Contractor shall require all of its contractors and subcontractors to include in its contracts and subcontracts a release and indemnity in favor of the Entity in substantially the same form as above. The indemnity and liability release provided for above shall not apply to any liability resulting from the sole negligence or fault of the Entity, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of the Entity and Contractor, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the entity under Texas law and without waiving any defenses of the parties under Texas law.

The provisions of this section are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This section survives termination or expiration of this Contract.

SECTION 3.18 INSURANCE & BONDING

Contractor shall provide Insurance and Bid, Performance, and Payment Bonds as prescribed by Entity in the Solicitation documentation included here as Exhibit E and Exhibit F.

SECTION 4. REQUIRED PROVISIONS

The Contractor shall comply with the following items:

SECTION 4.1 TERMS AND CONDITIONS

The Contractor agrees to comply with the requirements of Section 503 of the American Rescue Plan Act (ARPA), regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Contractor also specifically agrees to comply with the ARPA Terms & Conditions attached to this Contract in Exhibit B.

SECTION 4.2 DEBARMENT AND SUSPENSION

Contractor has demonstrated non-debarment status in the System for Award Management. Should this status change – the contractor must notify the Entity immediately.

SECTION 4.3 ASSURANCES OF COMPLIANCE WITH TITLE VI

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract.

SECTION 4.4 LOBBYING CERTIFICATION & DISCLOSURE

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

SECTION 4.5 ETHICS MATTERS

Contractor and its employees, agents, representatives, and subcontractors have read and understand the Entity's Conflict of Interest Policy, State of Texas Standards of Conduct and Conflict of Interest Provisions available at [Government Code Chapter 572: Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest \(state.tx.us\)](#), and applicable state ethics laws and rules available. Neither Contractor nor its employees, agents, representatives, or subcontractors will assist or cause Entity employees to violate the Conflict of Interest policies, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules.

SECTION 4.6 MAINTENANCE AND ACCESS TO RECORDS

The Contractor shall maintain records and financial documents sufficient to evidence in compliance with Section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General, the Government Accountability Office and the Texas Office of the State Comptroller, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Contractor in order to conduct audits or other investigations and all records shall be made available upon request. Records shall be maintained by the Contractor for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

SECTION 5. MISCELLANEOUS PROVISIONS

SECTION 5.1 GENERAL

- a. This Contract shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.
- b. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- c. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- d. This Contract may be amended by mutual agreement of the parties hereto and a writing to be attached to be incorporated into this Contract.
- e. Licenses, Permits, Taxes, Fees, Laws, and Regulations
 - i. Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Contract.
 - ii. Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Contract.
 - iii. Contractor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations, and the rules and regulations of the Entity.

SECTION 5.2 CAPACITY TO PERFORM

By execution of this Contract, Contractor is certifying that they have the capacity to perform and complete the Scope of Work as provided.

SECTION 5.3 LIMITATION OF LIABILITY

Except for the obligation of Entity to pay Contractor certain fees, costs, and expenses to the extent expressly set forth in this Contract, the Entity shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of Entity to Contractor, no present or future partner or affiliate of the Entity or any agent, officer, director, or employee of the Entity or anyone claiming under the Entity, has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract.

SECTION 5.4 ASSIGNMENT

This Contract is a personal service contract for the services of Contractor, and neither Contractor's interest in this Contract (including, but not limited to Contractor's fees due hereunder), nor Contractor's duties hereunder may be assigned or delegated to a third party except as specifically set forth in this Contract.

SECTION 5.5 GOVERNING LAW AND VENUE

The Contractor agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

Additionally, all applicable local government codes for the State of Texas also apply to this Contract. All equipment, supplies, and work furnished under this Contract shall comply with applicable laws, ordinances, and regulations. Contractor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Contractor shall comply with all federal and state laws and Entity's Ordinances and Codes applicable to the Contractor's operation under this Contract. These Specifications and the Contract resulting here from shall be fully governed by the laws of the State of Texas and shall be fully performable in Hunt County, Texas, where venue for any proceeding arising hereunder will lie.

This Contract will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Contract will be in a court of competent jurisdiction in Hunt County, Texas.

SECTION 5.6 WAIVERS

No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any provision of this Contract or the Contract Documents will impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements of this Contract or any of the Contract Documents to be performed by the other party will not be construed to be a waiver of any subsequent breach of this Contract or the Contract Documents or of any other covenant, condition or agreement contained in this Contract or the Contract Documents.

SECTION 5.7 AMENDMENTS

The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each Party.

SECTION 5.8 BINDING

The Contract shall be binding upon and inure to the benefit of the Parties to this Contract and their respective permitted assigns and successors.

SECTION 5.9 APPOINTMENT

Contractor shall act only upon instructions from the Entity's Designated Representative unless the Entity advises the Contractor otherwise in writing.

SECTION 5.10 SEVERABILITY

If any provision of this Contract is for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Contract, and this Contract will be construed as if such invalid or unenforceable provision had not been included herein.

SECTION 5.11 NEW LAWS

Parties agree that if there is a change in any laws, rules, or regulations affecting the Project and enacted after the Effective Date of this Contract, the Parties will enter into good faith negotiations to renegotiate the affected terms of this Contract.

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

BY:



(Local City/County Official)
Bobby W. Stovall

(Printed Name)

Hunt County Judge
(Title)

BY:

Tegrity Contractors Inc.
(Firm's/Contractor's Authorized Representative)

Brad Gibson
(Printed Name)

Vice President / CCo
(Title)

SECTION 6. EXHIBITS

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Provisions (ARPA Terms & Conditions)
Exhibit C	Prevailing Wage Decision
Exhibit D	Other Relevant Information/Special Conditions for Construction
Exhibit E	Insurance Certificate
Exhibit F	Bid, Performance, and Payment Bonds
Exhibit G	Eligibility Verification (SAM.gov)
Exhibit H	Certificate of Interested Parties (Form 1295)

Exhibit A1 – Scope of Work

To be populated with solicitation Scope of Work

Exhibit A2 – Payment & Pricing Schedule

The terms for payment for the contract are as follows:

Payment Schedule:

Payments will be made at milestones as established in the construction contract. Generally, the Entity is anticipating pay milestones each month on a percentage (%) complete basis, and a 100% (final/retainage) construction complete payment. In general, a progress inspection can be assumed complete if tasks pertaining to that corresponding percentage of the construction value have been completed in-place. Inspection will not be scheduled for incomplete or uninstalled work, or for work that requires a code inspection, and the code inspection has not been completed and approved by the Entity. Inspections are also performed to verify that construction is performed in accordance with approved plans and all applicable construction codes, standards, and specifications. All components must be installed without visible flaws in workmanship and all municipal inspections and the engineer's inspection requirements applicable to the construction must be completed and approved. A five percent (5%) retainage will be withheld on each payment that would be reimbursed.

Pricing Schedule:

Prices for all goods and/or services shall be all inclusive. The Entity is exempt from taxes.

Lump Sum Price: Contractor shall provide a Lump Sum Price for each component of work as referenced in submitted "Pricing Bid Form for RFP 268-26" to complete the scope of services contained in Exhibit A – Scope of Work in accordance with the specifications contained in this document. Costs include all construction services, labor, materials, project management, profit, bonding, insurance, permitting, general conditions, and other costs to provide a turnkey product.

Lump Sum Price of Component Scope of Work: \$7,769,777.00

To attach submitted **Attachment B: Pricing Sheet** and "Pricing Bid Form for RFP 268-28" from submitted Proposal.

Exhibit A3 – Request for Payment

(To Insert AIA Form G702-1992 Application and Certification for Payment)

Exhibit B – ARPA Required Provisions

2 CFR 200.327 Contract provisions. The Non-Federal entity’s contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal entity’s contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of January 3, 2025**

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p>	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity</p>		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipient agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>		
<p>>\$10,000,000 for ARPA but State Provision Applies at any amount and/or</p> <p>>\$2,000 for CDBG/Braided Funds Projects</p> <p>See TX Prevailing Wage Laws</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p> <p>The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	<p>2 CFR 200 APPENDIX II (D)</p>	<p>Contractor RFP/IFB Subrecipients</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704 , as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the Non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Non-Federal award.</p>		
	<p>See 2 CFR §200.323 - Procurement of Recovered Materials.</p> <p>(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.</p>	<p>2 CFR 200 APPENDIX II (J)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
	<p>See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance equipment or services.</p> <p>(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> (1) Procure or obtain covered telecommunications equipment or services; (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. <p>(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:</p> <ol style="list-style-type: none"> (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; 	<p>2 CFR 200 APPENDIX II (K)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;</p> <p>(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system,</p> <p>(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.</p> <p>(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.</p> <p>(f) For additional information, see section 889 of Public Law 115-232 and § 200.471.</p>		
	<p>See 2 CFR §200.322 - Domestic Preferences for Procurements.</p> <p>(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.</p> <p>(b) For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p> <p>(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.</p>	<p>2 CFR 200 APPENDIX II (L)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
	<p>Additional 2 CFR 200 References & Other Regulations</p>		
<p>None</p>	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	<p>2 CFR 200.112</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
None	<p>(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms (see U.S. Department of Labor’s list) are considered as set forth below.</p> <p>(b) Such consideration means:</p> <p>(1) These business types are included on solicitation lists;</p> <p>(2) These business types are solicited whenever they are deemed eligible as potential sources;</p> <p>(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;</p> <p>(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;</p> <p>(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring a contractor under a Federal award to apply this section to subcontracts.</p>	2 CFR 200.321	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
>\$10,000	<p>(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.</p>	2 CFR 200.323	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
None	<p>The recipient and subrecipient must retain all Federal award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the recipient and subrecipient must retain records for three years from the date of submission of their quarterly or annual financial report, respectively. Records to be retained include but are not limited to, financial records, supporting documentation, and statistical records. [All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]</p> <p>Federal agencies or pass-through entities may not impose any other record retention requirements except for the following:</p>	2 CFR 200.334	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>(a) The records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period. [All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]</p> <p>(b) When the recipient or subrecipient is notified in writing by the Federal agency or pass-through entity, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.</p> <p>(c) The records for property and equipment acquired with the support of Federal funds must be retained for three years after final disposition. [All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]</p> <p>(d) The three-year retention requirement does not apply to the recipient or subrecipient when records are transferred to or maintained by the Federal agency. [All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]</p> <p>(e) The records for program income earned after the period of performance must be retained for three years from the end of the recipient's or subrecipient's fiscal year in which the program income is earned. This only applies if the Federal agency or pass-through entity requires the recipient or subrecipient to report on program income earned after the period of performance in the terms and conditions of the Federal award.</p> <p>(f) The records for indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates) must be retained according to the applicable option below:</p> <p>(1) <i>If submitted for negotiation.</i> When a proposal, plan, or other computation must be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the date of submission. [All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]</p> <p>(2) <i>If not submitted for negotiation.</i> When a proposal, plan, or other computation is not required to be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. [All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]</p>		
None	<p>When practicable, the Federal agency or pass-through entity and the recipient or subrecipient must collect, transmit, and store Federal award information in open and machine-readable formats. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a computer system. Upon request, the Federal agency or pass-through entity must always provide or accept paper versions of Federal award information to and from the recipient or subrecipient. The Federal agency or pass-through entity must not require additional copies of Federal award information submitted in paper versions. The recipient or subrecipient does not need to create and retain paper copies when original records are</p>	2 CFR 200.336	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>electronic and cannot be altered. In addition, the recipient or subrecipient may substitute electronic versions of original paper records through duplication or other forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must ensure that electronic conversion procedures provide safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.</p>		
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	Texas Government Code 2252.152	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT.</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract</p>	Texas Government Code Sec. 2271.002	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>
For Critical Infrastructure Projects	<p>PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE.</p> <p>PROHIBITED CONTRACTS.</p> <p>(a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company:</p> <p>(1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and</p> <p>(2) if the governmental entity knows that the company is:</p> <p>(A) owned by or the majority of stock or other ownership interest of the company is held or controlled by:</p> <p>(i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or</p> <p>(ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the</p>	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	<p>Subrecipients</p> <p>EC 6.1 Awardees</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>government of China, Iran, North Korea, Russia, or a designated country; or</p> <p>(B) headquartered in China, Iran, North Korea, Russia, or a designated country.</p> <p>(b) The prohibition described by Subsection (a) applies regardless of whether:</p> <p>(1) the company's or its parent company's securities are publicly traded; or</p> <p>(2) the company or its parent company is listed on a public stock exchange as:</p> <p>(A) a Chinese, Iranian, North Korean, or Russian company; or</p> <p>(B) a company of a designated country.</p>		
None	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
None	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
	ARPA Terms & Conditions		
ARPA Terms, Conditions, & Records	<p>1. Use of Funds.</p> <p>a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		603(c) as applicable	
ARPA Terms, Conditions, & Records	<p>4. Maintenance of and Access to Records</p> <p>a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.</p> <p>c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>
ARPA Terms, Conditions, & Records	<p>5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	<p>6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	<p>7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	<p>8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>
ARPA Terms, Conditions, & Records	<p>9. Compliance with Applicable Law and Regulations.</p>	Section 9901 of the American	Contractor RFP/IFB

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.</p> <p>b. Federal regulations applicable to this award include, without limitation, the following:</p> <ul style="list-style-type: none"> i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference. iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury’s implementing regulation at 31 CFR Part 19. v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. <p>c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:</p> <ul style="list-style-type: none"> i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; 	<p>Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable</p>	<p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and</p> <p>v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.</p>		
ARPA Terms, Conditions, & Records	10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	14. Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.</p>		
<p>ARPA Terms, Conditions, & Records</p>	<p>15. Disclaimer.</p> <p>a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.</p> <p>b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable</p>	<p>Subrecipients</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>16. Protections for Whistleblowers.</p> <p>a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.</p> <p>b. The list of persons and entities referenced in the paragraph above includes the following:</p> <ul style="list-style-type: none"> i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. 	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable</p>	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.		
ARPA Terms, Conditions, & Records	17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

Exhibit C – Prevailing Wage Decision

Wage Decision from RFP 268-26 to be inserted

Exhibit D – Other Related Information/Special Conditions for Construction

To be inserted

Exhibit E – Insurance Certificate

To be inserted

Exhibit F – Bid, Performance, and Payment Bonds

To be inserted

Exhibit G – Eligibility Verification (SAM.gov)

To be provided

Exhibit H – Certificate of Interested Parties (Form 1295)

To be provided



TEGRITY CONTRACTORS, INC.

Unique Entity ID QUSTS8C83J37	CAGE / NCAGE 58UF4	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 18, 2027	
Physical Address 202 N Allen DR STE E Allen, Texas 75013-2550 United States	Mailing Address 202 N Allen DR STE E Allen, Texas 75013-2550 United States	

Business Information

Doing Business as TEGRITY CONTRACTORS	Division Name (blank)	Division Number (blank)
Congressional District Texas 03	State / Country of Incorporation Texas / United States	URL https://www.tegrity-contractors.com/

Registration Dates

Activation Date Jan 18, 2026	Submission Date Jan 18, 2026	Initial Registration Date Nov 6, 2023
--	--	---

Entity Dates

Entity Start Date Jan 28, 1998	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USA Spending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2 C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?
No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:
Yes

Entity Type

Business Types	Entity Type	Organization Factors
Entity Structure Corporate Entity (Not Tax Exempt)	Business or Organization	Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 58UF4

Points of Contact

Electronic Business

<input checked="" type="checkbox"/> Hilary Jones, CFO	202 N Allen DR Suite E Allen, Texas 75013 United States
--	--

Government Business

<input checked="" type="checkbox"/> Brad Gibson, CCO - Chief Construction Officer	202 N Allen DR Suite E Allen, Texas 75013 United States
Daniela Perez, Quality Specialist	202 N Allen DRIVE, Suite E Allen, Texas 75013 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	236220	Commercial And Institutional Building Construction
	221114	Solar Electric Power Generation
	236210	Industrial Building Construction
	237120	Oil And Gas Pipeline And Related Structures Construction
	237990	Other Heavy And Civil Engineering Construction
	238160	Roofing Contractors
	238220	Plumbing, Heating, And Air-Conditioning Contractors
	238910	Site Preparation Contractors

Product and Service Codes

PSC	PSC Name
3550	Vending And Coin Operated Machines
5660	Fencing, Fences, Gates And Components
5670	Building Components, Prefabricated
5675	Nonwood Construction Lumber And Related Materials
5680	Miscellaneous Construction Materials
5810	Communications Security Equipment And Components
7125	Cabinets, Lockers, Bins, And Shelving
7195	Miscellaneous Furniture And Fixtures
7220	Floor Coverings
7230	Draperies, Awnings, And Shades
7240	Household And Commercial Utility Containers

7290	Miscellaneous Household And Commercial Furnishings And Appliances
7310	Food Cooking, Baking, And Serving Equipment
7320	Kitchen Equipment And Appliances
7350	Tableware
C1CA	Architect And Engineering- Construction: Schools
C1CZ	Architect And Engineering- Construction: Other Educational Buildings
C1EA	Architect And Engineering- Construction: Ammunition Facilities
C1EB	Architect And Engineering- Construction: Maintenance Buildings
C1FC	Architect And Engineering- Construction: Troop Housing Facilities
C1FD	Architect And Engineering- Construction: Dining Facilities
C1FE	Architect And Engineering- Construction: Religious Facilities
C1GA	Architect And Engineering- Construction: Ammunition Storage Buildings
C1GB	Architect And Engineering- Construction: Food Or Grain Storage Buildings
C1GD	Architect And Engineering- Construction: Open Storage Facilities
C1GZ	Architect And Engineering- Construction: Other Warehouse Buildings
C1HC	Architect And Engineering- Construction: Government-Owned Contractor-Operated (Goco) Environmental Laboratories
C1HZ	Architect And Engineering- Construction: Government-Owned Government-Operated (Gogo) Environmental Laboratories
C1JA	Architect And Engineering- Construction: Museums And Exhibition Buildings
C1JZ	Architect And Engineering- Construction: Miscellaneous Buildings
C1KZ	Architect And Engineering- Construction: Other Conservation And Development Facilities
C1LA	Architect And Engineering- Construction: Airport Service Roads
C1LZ	Architect And Engineering- Construction: Parking Facilities
C1MG	Architect And Engineering- Construction: Epg Facilities - Solar
C1NC	Architect And Engineering- Construction: Pollution Abatement And Control Facilities
C1ND	Architect And Engineering- Construction: Sewage And Waste Facilities
C1PA	Architect And Engineering- Construction: Recreational Facilities (Non-Building)
C1PC	Architect And Engineering- Construction: Unimproved Real Property (Land)
C1PD	Architect And Engineering- Construction: Waste Treatment And Storage Facilities
C1QA	Architect And Engineering- Construction: Restoration Of Real Property (Public Or Private)
C211	Architect And Engineering- General: Landscaping, Interior Layout, And Designing
C221	Architect And Engineering- General: Plumbing Systems
C222	Architect And Engineering- General: Electrical Systems
C223	Architect And Engineering- General: Mechanical Systems
K056	Modification Of Equipment- Construction And Building Materials
Y1AA	Construction Of Office Buildings
Y1AB	Construction Of Conference Space And Facilities
Y1AZ	Construction Of Other Administrative Facilities And Service Buildings
Y1BA	Construction Of Air Traffic Control Towers
Y1BB	Construction Of Air Traffic Control Training Facilities
Y1BD	Construction Of Airport Runways And Taxiways
Y1BE	Construction Of Airport Terminals
Y1BG	Construction Of Electronic And Communications Facilities
Y1BZ	Construction Of Other Airfield Structures
Y1CA	Construction Of Schools
Y1CZ	Construction Of Other Educational Buildings
Y1DA	Construction Of Hospitals And Infirmaries
Y1DB	Construction Of Laboratories And Clinics
Y1DZ	Construction Of Other Hospital Buildings

Y1EA	Construction Of Ammunition Facilities
Y1EB	Construction Of Maintenance Buildings
Y1EC	Construction Of Production Buildings
Y1EZ	Construction Of Other Industrial Buildings
Y1FA	Construction Of Family Housing Facilities
Y1FB	Construction Of Recreational Buildings
Y1FC	Construction Of Troop Housing Facilities
Y1FD	Construction Of Dining Facilities
Y1FE	Construction Of Religious Facilities
Y1FF	Construction Of Penal Facilities
Y1FZ	Construction Of Other Residential Buildings
Y1GA	Construction Of Ammunition Storage Buildings
Y1GB	Construction Of Food Or Grain Storage Buildings
Y1GC	Construction Of Fuel Storage Buildings
Y1GD	Construction Of Open Storage Facilities
Y1GZ	Construction Of Other Warehouse Buildings
Y1HA	Construction Of Government-Owned Contractor-Operated (Goco) R&D Facilities
Y1HB	Construction Of Government-Owned Government-Operated (Gogo) R&D Facilities
Y1HC	Construction Of Government-Owned Contractor-Operated (Goco) Environmental Laboratories
Y1HZ	Construction Of Government-Owned Government-Operated (Gogo) Environmental Laboratories
Y1JA	Construction Of Museums And Exhibition Buildings
Y1JB	Construction Of Testing And Measurement Buildings
Y1JZ	Construction Of Miscellaneous Buildings
Y1KZ	Construction Of Other Conservation And Development Facilities
Y1LA	Construction Of Airport Service Roads
Y1LZ	Construction Of Parking Facilities
Y1NE	Construction Of Water Supply Facilities
Y1NZ	Construction Of Other Utilities
Y1QA	Construction Of Restoration Of Real Property (Public Or Private)
Z2AA	Repair Or Alteration Of Office Buildings
Z2AZ	Repair Or Alteration Of Other Administrative Facilities And Service Buildings
Z2BD	Repair Or Alteration Of Airport Runways And Taxiways
Z2BE	Repair Or Alteration Of Airport Terminals
Z2BG	Repair Or Alteration Of Electronic And Communications Facilities
Z2BZ	Repair Or Alteration Of Other Airfield Structures
Z2CA	Repair Or Alteration Of Schools
Z2CZ	Repair Or Alteration Of Other Educational Buildings
Z2DA	Repair Or Alteration Of Hospitals And Infirmarys
Z2DB	Repair Or Alteration Of Laboratories And Clinics
Z2DZ	Repair Or Alteration Of Other Hospital Buildings
Z2EA	Repair Or Alteration Of Ammunition Facilities
Z2EB	Repair Or Alteration Of Maintenance Buildings
Z2EC	Repair Or Alteration Of Production Buildings
Z2EZ	Repair Or Alteration Of Other Industrial Buildings
Z2FA	Repair Or Alteration Of Family Housing Facilities
Z2FB	Repair Or Alteration Of Recreational Buildings
Z2FC	Repair Or Alteration Of Troop Housing Facilities
Z2FD	Repair Or Alteration Of Dining Facilities
Z2FE	Repair Or Alteration Of Religious Facilities

Z2FF	Repair Or Alteration Of Penal Facilities
Z2FZ	Repair Or Alteration Of Other Residential Buildings
Z2GA	Repair Or Alteration Of Ammunition Storage Buildings
Z2GB	Repair Or Alteration Of Food Or Grain Storage Buildings
Z2GD	Repair Or Alteration Of Open Storage Facilities
Z2GZ	Repair Or Alteration Of Other Warehouse Buildings
Z2JZ	Repair Or Alteration Of Miscellaneous Buildings
Z2LA	Repair Or Alteration Of Airport Service Roads
Z2LB	Repair Or Alteration Of Highways, Roads, Streets, Bridges, And Railways
Z2LZ	Repair Or Alteration Of Parking Facilities
Z2NB	Repair Or Alteration Of Heating And Cooling Plants
Z2ND	Repair Or Alteration Of Sewage And Waste Facilities
Z2NZ	Repair Or Alteration Of Other Utilities
Z2PA	Repair Or Alteration Of Recreation Facilities (Non-Building)
Z2PZ	Repair Or Alteration Of Other Non-Building Facilities
Z2QA	Repair Or Alteration Of Restoration Of Real Property (Public Or Private)

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Aggregate	\$125,000,000.00
Construction Per Contract	\$50,000,000.00

States
Any

Counties
(blank)

Metropolitan Statistical Areas
(blank)

"General Decision Number: TX20250281 07/18/2025

Superseded General Decision Number: TX20240281

State: Texas

Construction Type: Building

Counties: Hunt, Kaufman and Rockwall Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

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

Modification Number: 0
 Publication Date: 01/03/2025

- 1 03/14/2025
- 2 07/04/2025
- 3 07/18/2025

ASBE0021-011 06/01/2025

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	\$ 33.23	7.52

BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 33.17	24.92

CARP1421-002 10/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 32.02	11.27

ELEV0021-006 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.93	38.435+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (1) Tower Crane.....	\$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 32.35	13.10

* IRON0263-005 06/01/2025

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL).....	\$ 29.64	8.43

PLUM0100-005 11/01/2024

	Rates	Fringes
HVAC MECHANIC (HVAC Unit		

Installation Only).....	\$ 39.76	14.04
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 39.76	14.04

* SUTX2014-061 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 19.89	0.00
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 16.62 **	0.00
CAULKER.....	\$ 15.16 **	0.00
CEMENT MASON/CONCRETE FINISHER...\$	13.21 **	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 15.42 **	0.00
ELECTRICIAN (Alarm Installation Only).....	\$ 20.93	3.86
ELECTRICIAN (Communication Technician Only).....	\$ 17.62 **	2.92
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 17.97	2.63
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems.....	\$ 20.65	3.05
FORM WORKER.....	\$ 12.13 **	0.00
GLAZIER.....	\$ 16.55 **	3.13
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 10.04 **	2.31
INSTALLER - SIDING (METAL/ALUMINUM/VINYL).....	\$ 14.74 **	0.00
INSTALLER - SIGN.....	\$ 15.61 **	0.00
INSULATOR - BATT.....	\$ 13.00 **	0.00
IRONWORKER, REINFORCING.....	\$ 12.37 **	0.00
LABORER: Common or General.....	\$ 11.25 **	0.00
LABORER: Mason Tender - Brick...\$	10.54 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.75 **	0.00
LABORER: Pipelayer.....	\$ 13.00 **	0.35
LABORER: Plaster Tender.....	\$ 12.22 **	0.00
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
LABORER: Landscape and		

Irrigation.....	\$ 11.09 **	0.00
LATHER.....	\$ 16.00 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 12.83 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 15.69 **	0.50
OPERATOR: Forklift.....	\$ 13.21 **	0.81
OPERATOR: Grader/Blade.....	\$ 12.96 **	0.00
OPERATOR: Loader.....	\$ 13.46 **	0.85
OPERATOR: Mechanic.....	\$ 17.52 **	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 18.44	0.00
OPERATOR: Roller.....	\$ 15.04 **	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.21 **	2.33
PAINTER: Drywall Finishing/Taping Only.....	\$ 13.76 **	2.84
PLASTERER.....	\$ 15.75 **	0.00
PLUMBER (HVAC Pipe Installation Only).....	\$ 22.16	5.46
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 22.31	5.18
ROOFER.....	\$ 17.19 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 20.88	5.19
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 24.88	5.97
SPRINKLER FITTER (Fire Sprinklers).....	\$ 22.94	0.00
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.25 **	0.00
TRUCK DRIVER: 1/Single Axle Truck.....	\$ 16.40 **	0.81
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer		

Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next

number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

=====

END OF GENERAL DECISION"



ADDITIONAL REMARKS SCHEDULE

AGENCY Hotchkiss Insurance Agency, LLC		NAMED INSURED Tegrity Contractors Inc. 202 N Allen Dr., Ste E Allen TX 75013	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

The workers compensation policy includes a blanket waiver of subrogation endorsement (WC420304B) when required by written contract.
 The workers compensation policy excludes Trish Roulette (President) per (WC420308 01/97).
 The workers compensation policy includes a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is cancelled by the company other than for non-payment of premium, 10 days' notice after the policy is cancelled for non-payment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation - per (WC420601 01/94)

The auto policy includes a blanket additional insured endorsement when required by written contract per (AA288 06/20).
 The auto policy includes a blanket waiver of subrogation endorsement when required by written contract. (AA288 06/20).
 The auto policy includes an endorsement providing 30 days notice of cancellation or coverage change that will be furnished to the certificate holder - per (IA 4087 08/11)

The umbrella/excess will follow the underlying liability coverage forms, subject to the policy terms and conditions. Per Form US101UM 12/04

The pollution policy includes a blanket additional insured endorsement when required by written contract per (MEEI 2963 09/22).
 The pollution policy includes a special endorsement with Primary and Noncontributory wording as required by written contract, (MEEI 2963 09/22).

Hunt County Purchasing Dept.
 Courthouse
 2507 Lee St, RM 104
 Greenville, TX 75401

Project: Hunt County Admin Bldg.

 **AIA** Document A312™ – 2010

Bond # 602-213140-8

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Tegrity Contractors, Inc.
202 N. Allen Drive, Suite E
Allen, TX 75013

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

Hunt County, Texas
2507 Lee Street
Greenville, TX 75401

CONSTRUCTION CONTRACT

Date: January 14, 2026

Amount: Seven Million Seven Hundred Sixty-Nine Thousand Seven Hundred Seventy-Seven and 00/100 Dollars (\$7,769,777.00)

Description:

(Name and location)

1-30 Administrative Facility
Hunt County, Texas

BOND

Date: January 20, 2026

(Not earlier than Construction Contract Date)

Amount: Seven Million Seven Hundred Sixty-Nine Thousand Seven Hundred Seventy-Seven and 00/100 Dollars (\$7,769,777.00)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Tegrity Contractors, Inc.

Signature: _____

Name
and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: *(Corporate Seal)*
United States Fire Insurance Company

Signature: 

Name Neira Hernandez
and Title: Attorney-in-Fact

(FOR INFORMATION ONLY -- Name, address and telephone)

AGENT or BROKER:

AssuredPartners of Texas, LLC a Gallagher Company
500 N. Central Expy., Ste 550
Plano, TX 75074

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
Owner/Architect

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows: N/A



(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature:

N/A

Signature:

N/A

Name and Title:

Name and Title:

Address:

Address:

 **AIA** Document A312™ – 2010

Bond # 602-213140-8

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Tegrity Contractors, Inc.
202 N. Allen Drive, Suite E
Allen, TX 75013

SURETY:
(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:
(Name, legal status and address)

Hunt County, Texas
2507 Lee Street
Greenville, TX 75401

CONSTRUCTION CONTRACT
Date: January 14, 2026

Amount: Seven Million Seven Hundred Sixty-Nine Thousand Seven Hundred Seventy-Seven and 00/100 Dollars (\$7,769,777.00)

Description:
(Name and location)

1-30 Administrative Facility
Hunt County, Texas

BOND
Date: January 20, 2026
(Not earlier than Construction Contract Date)

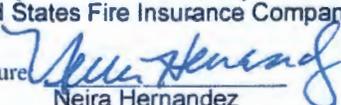
Amount: Seven Million Seven Hundred Sixty-Nine Thousand Seven Hundred Seventy-Seven and 00/100 Dollars (\$7,769,777.00)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Tegrity Contractors, Inc.

SURETY
Company: *(Corporate Seal)*
United States Fire Insurance Company

Signature: _____
Name
and Title:

Signature: 
Name: Neira Hernandez
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
AssuredPartners of Texas, LLC a Gallagher Company
500 N. Central Expy., Ste 550
Plano, TX 75074

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Owner/Architect

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2** have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows: N/A

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____ N/A _____

Signature: _____ N/A _____

Name and Title:

Name and Title:

Address:

Address:

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

02485

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brent Baldwin, Brock Baldwin, William D. Baldwin, Michael B. Hill, Brady K. Cox, Russ Frenzel,
John A. Aboumrad, Yamillec Ramos, Cynthia Alford, Neira Hernandez, Kristi Dale, Katherine Vanikiotis

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of July, 2025.



State of New Jersey }
County of Morris }

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Kubin, President

On this 22nd day of July, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 20th day of January 20 26



UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President



CRUM & FORSTER

HAVE A COMPLAINT OR NEED HELP?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Crum & Forster¹

To get information or file a complaint with your insurance company or HMO:

Call: Mr. Mark Scheetz, VP at our toll-free number

Toll-free: 1-888-890-1500
Online: www.cfins.com
Email: info@cfins.com
Mail: 305 Madison Avenue
Morristown, NJ 07960

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

¹Crum & Forster is a registered trademark of United States Fire Insurance Company.

Crum & Forster policies may be written in the following insurance companies: United States Fire Insurance Company, The North River Insurance Company and Crum & Forster Indemnity Company. Please refer to your Policy Declarations for the name of the insurance company that issued your policy, bond or certificate.

¿TIENE UNA QUEJA O NECESITA AYUDA?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Crum & Forster¹

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame: Sr. Mark Scheetz, VP a nuestro número gratuito

Teléfono gratuito: 1-888-890-1500
En línea: www.cfins.com
Correo electrónico: info@cfins.com
Dirección postal: 305 Madison Avenue
Morristown, NJ 07960

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

¹Crum & Forster es una marca registrada de United States Fire Insurance Company.

Las pólizas de Crum & Forster pueden estar escritas en las siguientes compañías de seguros: United States Fire Insurance Company, The North River Insurance Company y Crum & Forster Indemnity Company. Consulte las Declaraciones de su póliza para conocer el nombre de la compañía de seguros que emitió su póliza, fianza o certificado.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2026-1410906

Date Filed:
 01/21/2026

Date Acknowledged:
 01/21/2026

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

Tegrity Contractors Inc
 Allen, TX United States

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

Hunt County

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

4023108
 General Contractors

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

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

19934-8

71-614-4700-2260



October 29, 2025
Proposal No.: 25-1186

Tammy Himes
Hunt County
thimes@huntcounty.net



**Subject: Construction Materials Testing Services
Hunt County Government Building
Greenville, Texas**

Dear Ms. Himes:

Geotex Engineering is pleased to submit this proposal for construction materials testing for the above-referenced project. We understand that the project entails the renovation and expansion improvements to the existing Hunt County located at 201 Interstate 30 in Greenville, Texas.

This budget estimate is based on stamped architectural and structural plans dated December 5, 2024, and stamped civil plans dated December 4, 2024.

PROJECT INFORMATION

Based on our review of the project plans and specifications, we understand that the project will consist of the following:

- ◆ Building (approximately 32,130 square feet):
 - ◆ Modified subgrade (3.5-feet select fill)
 - ◆ Straight-sided drilled shaft foundation system – 82 total
 - ◆ Slab-on-grade floor system with grade beams
 - ◆ Structural steel
- ◆ Paving and sidewalks:
 - ◆ Scarified and re-compacted subgrade for sidewalks
 - ◆ 6" lime-treated paving subgrade
 - ◆ 6-7" Portland cement concrete paving
- ◆ Miscellaneous:
 - ◆ Utility trench backfill
 - ◆ Dumpster pad and slab

CC-8

SCOPE OF SERVICES

The following scope of services is based on our review of the project documents and is limited to providing testing and/or observations for the previously mentioned construction. ***We do request that your construction representative provide us with a 24-hour notice for scheduling purposes. Same-day call-ins will be billed at premium rates.*** As such, we agree to provide the appropriate personnel to perform the below construction materials services.

Earthwork

- Obtain and perform laboratory moisture/density relations (ASTM D698) and soil classification tests (liquid limit, plastic limit, and percent finer than no. 200 sieve analysis) for each soil type
- Perform in-place moisture/density tests at the proposed rate of 1/5,000 square feet for the building pad, 1/5,000 square feet for paving areas, and 1/150 linear feet for trench utility backfill and grade beam backfill per lift, with a minimum of 3 tests per lift
- Perform sulfate tests on pavement subgrade at the rate of 1/5,000 square feet
- Perform in-place sieve analysis and depth checks at the rate of 1/5,000 square feet on lime-treated paving subgrades

Drilled Shaft Installation

- An engineer or geologist will be onsite on the first day of drilled shaft placement to verify the soil design parameters and to provide assistance if any problems arise during placement.
- Excavation observation of the drilled shafts will include:
 - record the diameter of the drilled shaft
 - record top and bottom pier elevations (information obtained from plans or provided by contractor)
 - record depth to the bearing stratum
 - record penetration into the bearing stratum
 - record if a casing was used
 - record if plumbness is within specification tolerance
 - record horizontal and vertical bars quantity and size
 - record the condition of drilled shaft excavation before concrete placement
 - record the time concrete was placed

Reinforcing Steel

- Perform reinforcing steel observation which will include:
 - verify the number and size of bars
 - verify clearance between bars and spacing
 - verify securing, tying, and chairing of bars

Cast-In-Place Concrete

- Perform testing during concrete placements, which will include:
 - perform ambient and concrete temperature determinations
 - perform entrained air content determination
 - perform slump determination
- Cast concrete test cylinders at the proposed rate of 5/100 cubic yards of concrete placed for pavement and 5/100 cubic yards for building concrete, or a fraction thereof placed per day
- Compressive strength determination of concrete test cylinders with one tested at 7 days, three tested at 28 days, and one held in reserve

Post-Tensioning Observation

- Perform post-tensioning observation which will include:
 - record pressure on the tendon during initial stressing and final stressing
 - record tendon elongation after initial stressing and final stressing
 - verify the number, spacing, and placement of tendons prior to concrete placement
 - observe anchor installation prior to concrete placement

Structural Steel

- Perform visual observation on welded and bolted connections

Notes and Qualifications:

Preparation of a compliance letter or other tasks and services that will require Professional Engineering (PE) hours will be billed at the PE's rate of \$250/hour.

COMPENSATION

While testing is dependent on the construction sequence, contractor performance and efficiency, weather conditions, and the actual testing performed, we suggest an **estimated budget of \$75,068**. The invoicing for this project will use the attached fee schedule **and the actual quantity of work performed**. The estimated budget will not be exceeded without prior approval. The services provided by Geotex Engineering will be consistent with the engineering standards prevailing at the time and in the area in which the work is performed; no other warranty, express or implied, is intended. Estimates are valid for 60 days. If ICC Special Inspections are requested or required, additional fees will apply. Any additional testing that the client requests will be billed. Fees are subject to increases upon the calendar year or following years of signing the contract. Additional slump, entrained air, and temperature tests requested will be charged to the client. (Slump-\$20), (Entrained Air and Unit Weight-\$25), (Temperature-\$5). If a NICET inspector is required, additional fees will apply.

We appreciate the opportunity to provide you with our services. Please call if you have questions or wish to discuss the budget estimate.

Sincerely,
Geotex Engineering, LLC

Andrew Lammers

Andrew Lammers
Denison/Sherman Estimator



Geotex Engineering, LLC
 4702 S. HWY 91 Texoma Parkway
 Denison, Texas
 Phone: 903.465.0333

Budget Estimate for Construction Materials
 Testing & Observation Services
Hunt County Government Building
 City, Texas
 25-1186

Item	Quantity	Unit	Unit Rate	Total
Earthwork Observation & Testing Paving & Utilities				
Moisture Density Relations (ASTM D698 - Method A or B)	2	each	\$200.00	\$400.00
Moisture Density Relations Treated (ASTM D698 - Method A or B)	2	each	\$300.00	\$600.00
Atterberg Limits (ASTM 4318)	6	each	\$95.00	\$570.00
Minus 200 Sieve Analysis	2	each	\$55.00	\$110.00
Lime Subgrade Gradations	20	each	\$20.00	\$400.00
Sulfate Content in Soils, Colorimetric Method	1	each	\$105.00	\$105.00
Lime Series	1	each	\$525.00	\$525.00
Lime Series Letter	1	hour	\$250.00	\$250.00
In-Place Moisture-Density Tests (Grading Fill) Min 3 Per Trip	40	each	\$20.00	\$800.00
In-Place Moisture-Density Tests (Paving) Min 3 Per Trip	20	each	\$20.00	\$400.00
In-Place Moisture-Density Tests (Utilities) Min 3 Per Trip	60	each	\$20.00	\$1,200.00
Certified Engineering Soils Technician - Grading Fill (Min. 4 hrs. per trip)	22	hour	\$65.00	\$1,430.00
Certified Engineering Soils Technician - Paving (Min. 4 hrs. per trip)	40	hour	\$65.00	\$2,600.00
Certified Engineering Soils Technician - Utilities (Min. 4 hrs. per trip)	18	hour	\$65.00	\$1,170.00
Trip Charge	15	trip	\$68.00	\$1,020.00
Project Manager	8	hour	\$175.00	\$1,400.00
Project Administration	n/a	%	11	\$1,428.00
Estimated Total for Earthwork Services for Paving & Utilities:				\$14,408.00
Concrete Observation & Testing - Paving				
Concrete Test Cylinders (4 x 8 inch) (Includes: ambient & concrete temperatures, slump, air & unit weight)	130	each	\$25.00	\$3,250.00
Certified Engineering Concrete Technician (Min. 4 hrs. per trip) (Includes reinforcing observation & cylinder pick up)	80	hour	\$65.00	\$5,200.00
Certified Engineering Concrete Technician (Estimated overtime)	30	hour	\$97.50	\$2,925.00
Trip Charge	20	trip	\$68.00	\$1,360.00
Project Manager	9	hour	\$175.00	\$1,575.00
Project Administration	n/a	%	11	\$1,574.00
Estimated Total for Concrete Services for Paving:				\$15,884.00
Earthwork Observation & Testing Building Pad				
Moisture Density Relations (ASTM D698 - Method A or B)	2	each	\$200.00	\$400.00
Atterberg Limits	2	each	\$95.00	\$190.00
Minus 200 Sieve Analysis	2	each	\$55.00	\$110.00
In-Place Moisture-Density Tests, Min 3 per trip	110	each	\$20.00	\$2,200.00
Certified Engineering Soils Technician (Min. 4 hrs. per trip)	100	hour	\$65.00	\$6,500.00
Trip Charge	20	trip	\$68.00	\$1,360.00
Project Manager	7	hour	\$175.00	\$1,225.00
Project Administration	n/a	%	11	\$1,318.00
Estimated Total for Earthwork Services:				\$13,303.00



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Budget Estimate for Construction Materials
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 25-1186

Item	Quantity	Unit	Unit Rate	Total
Drilled Shaft Observations				
Concrete Test Cylinders (4 x 8 inch) (Includes: ambient & concrete temperatures, slump, air & unit weight)	30	each	\$25.00	\$750.00
Certified Sr. Engineering Technician (Min. 4 hrs. per trip)	48	hour	\$75.00	\$3,600.00
Certified Sr. Engineering Technician (Estimated overtime)	36	hour	\$112.50	\$4,050.00
Senior Engineer (PE)	4	hour	\$250.00	\$1,000.00
Trip Charge	8	trip	\$68.00	\$544.00
Project Manager	6	hour	\$175.00	\$1,050.00
Project Administration	n/a	%	11	\$1,209.00
Estimated Total for Drilled Shaft Services:				\$12,203.00
Concrete Observation & Testing Building				
Concrete Test Cylinders (4 x 8 inch) (Includes: ambient & concrete temperatures, slump, air & unit weight)	75	each	\$25.00	\$1,875.00
Certified Engineering Concrete Technician (Min. 4 hrs. per trip) (Includes reinforcing observation & cylinder pick up)	124	hour	\$65.00	\$8,060.00
Trip Charge	31	trip	\$68.00	\$2,108.00
Project Manager	8	hour	\$175.00	\$1,400.00
Project Administration	n/a	%	11	\$1,479.00
Estimated Total for Concrete Services:				\$14,922.00
Structural Steel Observation				
CWI Specialist Visual Observation (Min. 5 hrs. per trip)	18	hour	\$90.00	\$1,620.00
Trip Charge	3	trip	\$150.00	\$450.00
Project Manager	2	hour	\$175.00	\$350.00
Project Administration	n/a	%	11	\$178.00
Estimated Total for Structural Steel Services:				\$2,598.00



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Item	Quantity	Unit	Unit Rate	Total
Project Setup Fee	1	each	\$250.00	\$250.00
Allowance for Sr. Engineer	6	hour	\$250.00	\$1,500.00
				\$1,750.00
Estimated Total for Above Services:				\$75,068.00

SCHEDULED ASSUMPTIONS AND NOTES

Utility backfill completed at a rate of 300 linear feet per day, full depth of trench.
 We've assumed select fill placement for the building addition will be completed in 8 days.
 We've assumed pavement concrete placed at 400 cubic yards per pour, and sidewalk concrete placed at 80 cubic yards per pour.
 We've assumed city approach concrete will be placed at a rate of two approaches per pour.
 We've assumed lime treatment onsite will be performed in 4 days.
 We've assumed sanitary sewer manholes are assumed to be pre-cast.
 Top of pipe for water service lines with no profiles are 4 feet below grade (no flow line elevations provided).
 We've assumed piers will be installed at a rate of 15 per day with one technician and one drill rig onsite.
 We've assumed concrete for grade beams will be completed at a rate of 40 cubic yards per pour.
 We've assumed building addition slab on grade will be completed in 2 pours.
 We've assumed visual structural steel inspections performed at a rate of three trips.

NOT INCLUDED IN REQUIREMENTS OR THE BUDGET

Tests in excess of above stated quantities or additional tests not listed
 Retesting of any failed tests / observation
 Temporary site curing facility
 Project compliance letter

The fees listed above for field and laboratory tests, include the equipment necessary to accomplish the task. Fees not listed above are available upon request. Estimates are valid for 60 days. Any additional testing that the client requests will be billed. There will be a 50% surcharge to the standard testing fees on all testing performed on rush orders. All services and personnel fees are subject to a minimum fee of four hours per trip for all scheduled inspections, site visits and for cancellations (on-site or in route) unless noted otherwise. Hourly rates quoted are portal to portal and apply to standard work days, Monday through Friday 7:00 am to 6:00 pm. Overtime rate of 1.5 times the quoted rate will be applied outside of the standard work hours, over 8 hours a day and on Saturday. Sundays and Holidays will be billed at 2 times the quoted rates. Fees listed above are per unit/hour, unless otherwise noted. Same-day call-ins to be billed at 1.5 times the hourly rate of the available personnel, up to and including the project manager's rate. Fees listed are for informational use only and are subject to change. If ICC Special Inspections are required, additional fees will apply. Fees are subject to increases upon the calendar year or following years of signing the contract. Additional slump, entrained air and temperature tests requested will be charged to client. (Slump-\$20), (Entrained Air and Unit Weight-\$25), (Temperature-\$5). If NICET inspector is required, additional fees will apply.

19934-10



**HUNT COUNTY
SHERIFF**

Terry Jones, Sheriff

2801 Stuart Street
Greenville, TX 75401
903.453.6800

MEMORANDUM

DATE: January 29, 2026
TO: Bobby Stovall, County Judge
FROM: Buddy Oxford, Chief Deputy *[Signature]*
SUBJECT: Federal Forfeiture Budget Adjustment

Hunt County has received the below listed deposits from the Federal Forfeiture Programs:

Asset ID: 22-DEA-695475 Case No: M1-22-2034 \$ 1,942.56

Total amount \$ \$1,942.56

It is requested this be allocated to the Law Enforcement Equipment Category, (SECTION V. B.1. d.) of the Hunt County Federal Forfeiture Budget.

With your approval, request this be placed on the next Commissioners Court?

cf: B. House
C. Tate
M. Corcoran
A. Hitchman

FILED FOR RECORD	
at <u>1:30</u> o'clock	<u>P</u> M
FEB 10 2026	
BECKY LANDRUM County Clerk, Hunt County, Tex.	
by <i>[Signature]</i>	

19934-11

FILED FOR RECORD
 at 1:30 o'clock P M
 FEB 10 2026
 BECKY LANDRUM
 County Clerk, Hunt County, Tex.
 by 



COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

Certificate of Completion Awarded to

Susan Spradling
Hunt County, District Clerk

*For completing the required 20 Hours of Continuing Education for 2025
 as prescribed in Section 51.605 of the Texas Government Code.*

In Witness therefore, recognition is hereby made this January 2026.



Sandra Roblez, President



Cathy Jentho, Vice President

19334-17

FILED FOR RECORD
at 1:30 o'clock P M

FEB 10 2020

BECKY LANDRUM
County Clerk, Hunt County, Tex.
by 

COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS

COMMISSIONERS EDUCATION CERTIFICATE OF COMPLETION

This is to certify that

Steven Harrison
Hunt County Commissioner

*has successfully completed the continuing education
provisions of Article 81.0025 of the
Texas Local Government Code*

2025



Debbie Gonzales Ingalsbe, Chair
Commissioners Education Committee



Kirk Frye, President
County Judges and Commissioners Association of Texas

19934-13

FILED FOR RECORD
at 1:30 o'clock M

FEB 10 2026

BECKY LANDRUM
County Clerk, Hunt County, Tex.

COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS

COMMISSIONERS EDUCATION CERTIFICATE OF COMPLETION

This is to certify that

Garry Smith
Hunt County Commissioner

*has successfully completed the continuing education
provisions of Article 81.0025 of the
Texas Local Government Code*

2025



Debbie Gonzales Ingalsbe, Chair
Commissioners Education Committee



Kirk Frye, President
County Judges and Commissioners Association of Texas