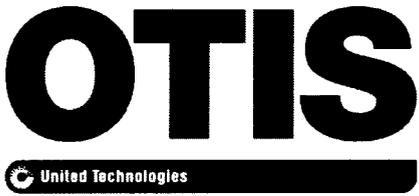


13f



DATE: 04/10/2015

TO:
Wise County Courthouse
Attn Auditor
Po Box 899
Decatur, TX 76234

FROM:
Otis Elevator Company
719 Scott St. #526
Wichita Falls, TX 76301

Amanda Haines
Phone: (214) 642-6677
Fax: (860) 998-0354

EQUIPMENT LOCATION:
Wise County Courthouse
101 1/2 N Trinity
Decatur, TX 76234

PROPOSAL NUMBER: AXH150409153637

MACHINE NUMBER(S) : Z31091

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

Drilling

This proposal covers drilling work not to exceed 3 days. If further drilling is required after 3 days this is subject to additional charges.

Otis will furnish the standby labor for the drilling work not to exceed 3 days.

In the event the driller runs into water and a vac truck is required that is subject to additional charges.

Should cobbles, boulders or other impenetrable materials be encountered which cannot be drilled with standard augers; additional charges will occur. Disposal of pier spoil, layout and responsibility for underground utilities by others.

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

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

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

Payment Terms

- The base proposal price is contingent upon receiving a down-payment of 50% of the base contract amount.
If you choose one of the alternative down-payment amounts listed below, the corresponding Add/Discount shall be applied to the base contract amount:

Table with 3 columns: Down Payment Amount, Price Adjustment Percentage, Authorization (Initial). Rows: 0%, 10% Add; 100%, 5% Discount

- The down-payment amount is due in full prior to ordering material and/or mobilizing.
- Payment in full is due upon completion of the project.
- In the event a third party inspection agency is required to “inspect” the completed project prior to returning the equipment to normal operation payment in full is due prior to scheduling the final handover/turnover of the equipment.

“This proposal is to be part of the work done on Wise County bid no. 16-600-46 therefore all Terms and Conditions included in that Agreement shall apply.”

PRICE: \$ 18,221.89
Eighteen thousand two hundred twenty-one dollars and eighty-nine cents

This price is based on a fifty percent (50 %) downpayment in the amount of \$ 9,110.95.
This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Amanda Haines
Title: Service Sales Representative
E-mail: Amanda.Haines@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: - _____

Title - _____

E-mail: - _____

Name of Company - _____

Otis Elevator Company

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: CJ Curtsinger

Title Branch Manager

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
 2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
 3. Payments shall be made as follows: A down payment of fifty percent (50 %) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
 4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
 5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
 6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
 7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
 8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
 9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
 11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
 12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
 13. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.



**WISE COUNTY ASSET CONTROL OFFICE
P.O. Box 952
400 W Walnut
Decatur, TX 76234**

Phone – 940-627-3312

Fax – 940-627-4717

April 27, 2015

Castro Roofing
Attn: Rudy Rodriguez
Email: rudy@castroroofing.com

Dear Mr. Rodriguez,

This letter represents our purchase order for services per attached agreement. Our **purchase order number is 2015-36A**. This purchase was based on the Tips/Taps Contract #2042315. Commissioners Court approved this purchase 4/27/15. This replaces previous purchase order number 2015-36 issued November 7, 2014 and agreements associated with it.

**TIPS/TAPS #2042315 MUST BE LISTED ON THE INVOICE OR INVOICE
WILL NOT BE PAID.**

Original Purchase Order sent to Vendor. Confirming copy only sent to Tips/Taps.

If you have any questions, please contact me.

All invoices should be sent to:
County Auditor
P.O. Box 899
Decatur, TX 76234

Sincerely,
Diana Alexander
Asset Control Specialist

Cc: Tips/Taps, Auditor, Eikon



TIPS / TAPS AGREEMENT

Client Name: Wise County
Project Number: 01289
Project Name: 177 Jail Roofing Project
Project Address: 200 Rook Ramsey Dr. Decatur, TX 76234

INTRODUCTION

The purpose of this proposal is for Castro Roofing of Texas, LLC ("Castro"), to complete the said roofing replacement and/or repairs of the existing roof utilizing the TIPS/TAPS Purchasing Systems, a Cooperative Purchasing Network, or other cooperative purchasing networks Castro is approved to use as per Texas Local Government Code 252,262/ Texas Education Code 44.013, Inter-local Cooperative Purchasing Act, as a procurement option for governmental agencies. The proposal by Castro shall be submitted to the Client mentioned above. TIPS/TAPS Contract Number 2042315.

The Contract for the project will be between Client and Castro. Questions regarding the specifications should be directed to EIKON Consultant Group (Project # 14193).

CONTRACT DOCUMENTS

Having examined the Proposal, Contract, General Instructions, Materials, Execution and Drawings for Project No. 01289, conditions for said roofing replacement work and repairs, and the premises and circumstances affecting the work, Castro offers:

OFFER

To furnish all required labor, materials, tools, equipment, transportation, insurance, all applicable taxes, bonds, incidentals, and other facilities, and to perform all work for the said roofing repairs as specified on the EIKON Consultant Group Construction Documents.

ADDENDA

None



CASTRO ROOFING™ 800.759.1879
www.CASTROROOFING.COM

Serving - Oklahoma - Florida - Ohio - District of Columbia - Texas - Virginia - Maryland - Delaware - Kansas - Arizona - Louisiana - Mississippi - Texas (Headquarters)



TIPS / TAPS AGREEMENT



SCOPE OF WORK

Base Proposal:

Install a new high performance structure metal roof panel over the existing panel system to meet manufacturer specifications. Replace all roof projection vents with new manufacture approved system.

Includes

- McElroy Metal Inc. 238T Symmetrical Panel system. 24 Ga. Galvalume finish.
- 20-year manufacturer finish warranty.
- R-value 19 rigid roof insulation.
- New internal roof gutter system.
- Re-flash all curbs per drawings.
- Architectural shop drawing and manufactures specification.
- City permits, temporary fencing and temporary toilets.
- Dumpster and haul of all roof debris.
- Performance and Payment Bonds
- **Two (2) year labor warranty.** Installation shall be as per SMACNA, specifications, details and Manufacturer guidelines.

BASE BID TOTAL

\$1,376,000.00

Accepted

Rejected

CONCLUSION

Castro Roofing would like to thank you in advance for the opportunity to review and design this solution. We are totally committed to creating *Raving Fans!* before, during and after your roofing project. We have taken great pains to provide a solution that perfectly meets with your current and future needs. We look forward to working with you.

AUTHORIZATION

Client Information		Castro Roofing of Texas, LLC	
Wise County		4854 Olson Dr.	
Address: 400 W. Walnut		Dallas, TX 75227	
City: Decatur	State: TX Zip: 76234	800.759.1879	
Phone: 940-627-3312	Cell:	www.CastroRoofing.com	
Email:		TIPS/TAPS Contract #2042315	
Reference Number: 2015-36A		Authorized	
Authorized Signature: <i>J. D. Clark</i>		Signature: <i>Rodolfo Rodriguez</i>	
Name: <i>J. D. Clark</i>		Name: Rodolfo Rodriguez	
Title: <i>County Judge</i>		Title: CEO	
Date of Contract: <i>4-27-15</i>		Date: April 21 st , 2015	

CASTRO ROOFING™ 800.759.1879

www.CASTROROOFINGZ.COM

Serving - Oklahoma - Florida - Ohio - District of Columbia - Texas - Virginia - Maryland - Delaware - Kansas - Arizona - Louisiana - Mississippi - Texas (Headquarters)

GREENLIGHT
Terms and Conditions 1 of 1



1. The contract price is based on work completion during normal working hours. Client agrees to provide access to the job site as required for completion of the work. Electricity, water, and other appropriate items are to be made available to Castro's personnel during the course of the project.
2. Any insurance supplement approved by the insurance company will be considered part of the Agreement and subject to all the terms and conditions stated herein. Any upgrade, change order or additional work requested by Client that is not paid for by the insurance company will be Client's financial obligation and responsibility as part of the Agreement.
3. Any work deleted from the work authorization must be agreed to by both Client and Castro in writing. If Client decides to reduce the scope of work or the type of roof system agreed to by the insurance settlement, the balance of the price reduction will be charged a professional fee of thirty-five percent (35%) by Castro, said amount being the reasonable fees and expenses associated with Castro's time and efforts incurred in preparing estimates and 'Scope and Spec' for the work originally requested.
4. **Mold and Related Matters** - Castro is not responsible for the identification, detection, abatement, encapsulation, or removal of mold, asbestos, lead-based products, or other hazardous substances inside or outside of Client's property.
5. Unit pricing or cost not listed in the insurance scope of loss will be established using a current Xactimate database or appropriate cooperative purchasing network database bid by Castro.
6. In the event that a dispute resolution become necessary to secure settlement from the insurance company such as appraisal, mediation, arbitration, public adjusting or litigation, Castro agrees to make itself available as needed for such processes and Client agrees such processes do not change Client's contractual commitment to Castro in any way.
7. **Future Claim Dispute Resolution** - In the event the insurance company denies the claim, there is a dispute on the scope of the claim or a dispute to the correct amount of the loss, Client understands Castro will not be responsible for any fees, costs, or other expenses related to any legal action Client decides to take (such as attorneys' fees, court costs, expert fees, umpire fees, engineering fees, arbitrator fees, appraisal fees, etc.). Client will be exclusively responsible for all such fees and expenses, as well as hiring legal counsel, engineers, architects, or other experts, and lab testing fees that might be necessary to prove our claim/case and/or protect our legal rights. Castro may recommend qualified experienced policyholder counsel at the request of Client.
8. If any provision of the Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of the Agreement shall not be affected thereby.
9. **Modifications/Amendments/Changes** - The Agreement, including the scope of the work/ repairs to be performed, etc. may only be modified, amended, or changed in writing and must be agreed to in writing by all parties.
10. Client authorizes Castro to use any images, videos, letters and/or company logos associated with Client's organization for the use of Castro's marketing materials, or any other lawful purposes.
11. No failures by any party in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.
12. **Cooperation** - Each of the Parties to the Agreement shall make its best effort to perform or ensure the performance of all actions, and to cooperate with the other Party to the Agreement as necessary therefor; and to execute or ensure the execution, in accordance with the applicable laws, of whatever is necessary, appropriate, or advisable to perform and ensure the performance of the operations provided for by the Agreement, including, but not limited to, assisting Castro in every regard to collect unpaid General Castro Overhead and Profit, collection of settlement proceeds, processing of payment and endorsing drafts.
13. The Parties declare that consideration for the Agreement consists solely of the mutual promises contained in it. The Agreement fully contemplates and compensates any and all services provided by either party for the benefit of the other during the course of their business relationship.
14. **Castro's Responsibility** - Castro shall comply with local requirements for building permits, inspections, and zoning. Castro accepts no responsibility for any damage resulting from structural or other defects in Client's property. Castro is not responsible for remedying structural defects in Client's property. Client(s) acknowledges that Castro's products do not correct or cure structural problems. Castro shall not be responsible for (a) any damages arising in whole or in part from strikes, fires, accidents, floods, governmental actions, or any other causes beyond control of Castro; (b) any damages including without limitation, lost profits, or reduction in value of Client's property, arising from Castro's delay in performing under this Agreement or due to Castro's breach of this Agreement.
15. **Natural Conditions** - Removing permanently attached building materials often disturbs and vibrates the existing structure. The debris generated from this process and related procedures may cause inconvenience or discomfort which is normal construction wear & tear conditions, and not contractor negligence (e.g. minor interior wall cracks, flaking of wall paint, debris falling into the attic, minor disturbance to shrubbery and lawns, small divots in the driveway from heavy equipment such as roll-off trash containers and dump trucks).
16. **Substantial Completion** - Payment is due upon substantial completion of the work. If certain minor items of work are incomplete, the cost of those items may be withheld from the substantial completion payment at the Client option until such items are complete.
17. **Entire Agreement** - The Agreement and these Terms and Conditions comprise the entire Agreement. The parties are not bound by any oral expression, other agreement, or representation made by Castro, or their agents, or by any commitment or arrangement not set forth in the Agreement. The Agreement jointly and severally binds the Parties, their heirs, representatives, and successors.

End of Terms and Conditions

CASTRO ROOFING™ 800.759.1879
www.CASTROROOFING.com

Serving - Oklahoma - Florida - Ohio - District of Columbia - Illinois - Virginia - Maryland - Delaware - Kansas - Arizona - Louisiana - Mississippi - Texas (Headquarters)



WISE COUNTY

Actual Date: 04/24/2015 Time: 04:10 P.M. Receipt: 88274
Receipt Date: 04/24/2015

REVENUE	DESCRIPTION	AMOUNT
076-4-0364-0134	NON-CAPITAL SALE	1034.00
024-4-0364-0134	NON-CAPITAL SALE	950.00
024-4-0364-0134	NON-CAPITAL SALE	1444.00
085-4-0364-0134	NON-CAPITAL SALE	48.00
085-4-0364-0134	NON-CAPITAL SALE	46.40
085-4-0364-0134	NON-CAPITAL SALE	100.00
085-4-0364-0134	NON-CAPITAL SALE	74.00
085-4-0364-0134	NON-CAPITAL SALE	122.00
085-4-0364-0134	NON-CAPITAL SALE	128.00
085-4-0364-0134	NON-CAPITAL SALE	168.00
085-4-0364-0134	NON-CAPITAL SALE	176.00
085-4-0364-0134	NON-CAPITAL SALE	52.00
085-4-0364-0134	NON-CAPITAL SALE	92.00
012-4-0364-0134	NON-CAPITAL SALE	154.00
012-4-0364-0134	NON-CAPITAL SALE	292.00
012-4-0364-0134	NON-CAPITAL SALE	798.00
012-4-0364-0134	NON-CAPITAL SALE	585.00
012-4-0364-0134	NON-CAPITAL SALE	210.50
012-4-0364-0134	NON-CAPITAL SALE	250.00
012-4-0364-0134	NON-CAPITAL SALE	670.00
012-4-0364-0134	NON-CAPITAL SALE	74.45
012-4-0364-0134	NON-CAPITAL SALE	249.60
012-4-0364-0134	NON-CAPITAL SALE	58.40
012-4-0364-0134	NON-CAPITAL SALE	256.50
012-4-0364-0134	NON-CAPITAL SALE	259.70
012-4-0364-0134	NON-CAPITAL SALE	102.90
012-4-0364-0134	NON-CAPITAL SALE	136.05
012-4-0364-0134	NON-CAPITAL SALE	235.50
012-4-0364-0134	NON-CAPITAL SALE	496.00
012-4-0364-0134	NON-CAPITAL SALE	536.75
012-4-0364-0134	NON-CAPITAL SALE	718.50
012-4-0364-0134	NON-CAPITAL SALE	160.75
012-4-0364-0134	NON-CAPITAL SALE	228.00
012-4-0364-0134	NON-CAPITAL SALE	354.00
012-4-0364-0134	NON-CAPITAL SALE	736.00
012-4-0364-0134	NON-CAPITAL SALE	342.50
012-4-0364-0134	NON-CAPITAL SALE	800.00
012-4-0364-0134	NON-CAPITAL SALE	474.00
012-4-0364-0134	NON-CAPITAL SALE	278.00
012-4-0364-0134	NON-CAPITAL SALE	622.00
012-4-0364-0134	NON-CAPITAL SALE	720.00
012-4-0364-0134	NON-CAPITAL SALE	206.00
022-4-0364-0134	NON-CAPITAL SALE	1362.00
085-4-0364-0134	NON-CAPITAL SALE	60.00

Total Amount Received: \$ 16861.50

From: RICKS

By: KATHERINE HUDSON, COUNTY TREASURER

Source: SCRAP

***** THANK YOU *****

13f



April 23, 2015

Ms. Diana Alexander
Wise County
PO Box 952
Decatur, TX 76234-0952

RE: Loss Locations: Multiple Wise County Buildings
 Date of Occurrence: December 6, 2013
 Claim Number: PR-2013-5700-001

Dear Ms. Alexander:

This correspondence is regarding Wise County's claim for property damage and serves to provide an update on the current financial status. This communication is directed to you because Wise County has designated you as the pool coordinator and has represented to Texas Association of Counties that you are authorized to receive this communication on behalf of the County.

On December 6, 2013 a winter storm affected Wise County and six buildings were damaged by the effects of accumulated ice and snow. The damaged buildings were the jail, animal shelter, juvenile probation, EMS headquarters, courthouse annex, and Bridgeport annex. It is our understanding the jail is the only building left to be repaired and the repairs have not yet begun due, in part, to lack of agreement on a reasonable estimate of the repair cost.

On April 16, 2015 representatives of TAC Risk Management Pool (TAC RMP) met with representatives of Wise County and all involved parties were included in the discussion including Young & Associates, Castro Roofing, Eikon Consulting Group, and The Interlocal Purchasing System. After reviewing the documentation and considering all facts presented TAC RMP and Wise County agree the value of the claimed damage at the jail is \$1,472,320.00 which includes the fee for Eikon Consulting Group.

To date, TAC RMP has paid \$993,007.02 for the actual cash value (ACV) of damage to the jail with \$479,312.98 temporarily withheld for depreciation and professional fees. This amount, if incurred, is payable upon receipt of invoices or other documentation to support the actual repair cost.

Thank you for your consideration. If you have any questions please do not hesitate to contact me at (512) 478-8753 or kevin@county.org.

Sincerely,

A handwritten signature in black ink, appearing to read "K.P. Yandell".

Kevin P. Yandell
Property Claims Supervisor
Texas Association of Counties

cc: Honorable J.D. Clark, County Judge
 Mr. Glenn Hughes, Special Projects Manager

Ann McCuiston

From: Clark, JD <jd.clark@co.wise.tx.us>
Sent: Friday, April 24, 2015 8:54 AM
To: Aaberg, Thomas; Auditor
Subject: Fwd: Jail Agreement
Attachments: Agreement Letter.pdf; ATT00001.htm

Sent from my iPhone

Begin forwarded message:

From: Kevin Yandell <KevinY@county.org>
Date: April 24, 2015 at 8:46:06 AM CDT
To: "jd.clark@co.wise.tx.us" <jd.clark@co.wise.tx.us>
Subject: Jail Agreement

Judge Clark,

Please see the attached letter documenting the agreement reached last week and explaining the rest of the payment process. Please let me know if you have any questions or concerns and if this documentation meets your needs. With your response I intend to mail this today.

Thank you,
-Kevin

Kevin Yandell, AIC
Property Claims Supervisor
Texas Association of Counties
Direct: (512) 615-8967
Texas toll free: (800) 456-5974
Fax: (512) 615-8942
kevin@county.org | www.county.org

The mission of the Texas Association of Counties is to unite counties to achieve better solutions.

137

M. J. WRIGHT & ASSOCIATES, INC.

8233 MID-CITIES BLVD., STE. A
N. RICHLAND HILLS TX 76182
O: 817.268.5555 F: 817.268.5558
EMAIL: MJW@MJWRIGHT.COM

- ARCHITECTS -



REV. April 15, 2015

Mr. Chad Davis

EMAIL TO: chad.davis@co.wise.tx.us

- LETTER OF AGREEMENT -

"TWO (2) PORTABLE BUILDINGS - RENOVATIONS"
DECATUR TX

M. J. Wright & Associates, Inc. is pleased to submit this Letter of Agreement for Professional Services.

M. J. Wright & Associates, Inc. will be a Design Consultant for **WISE COUNTY, MORE SPECIFICALLY, THE WISE COUNTY ENGINEER**, hereafter known as the Client. The services to be rendered will be the preparation of a set of "Builder Plans" for the Re-Design of Two Portable Buildings, located at 2901 S. FM 51, in Decatur, Texas. Renovations include: Removing Two (2) interior Walls; replacing Five (5) Windows with Doors; Floor Support for a Safe (approximate size of a Gun Safe - weight to be determined), and Structural for Concrete Steps and an accessible Ramp approx 28 feet in length (28" rise at 1:12. with one 90 degree turn) The Steps and Ramp are to be constructed of concrete, in addition to a concrete Walkway (5'4" in width running the length of the two portable buildings) and a raised Patio area of approximately 10'x10' between the two Buildings. An Awning/Canopy with metal supports to be constructed over the new Walkway.

NOTE A: A "Builder Set of Plans" provides the requirements necessary to obtain building permit and construction. Material 'call-outs' will be specified as GENERIC (i.e., brick, stone, paint, wall texture, carpet, tile, hardware, etc.). Therefore, **EXACT** specifications (manufacturer, model, brand, color, etc.) will be determined and coordinated between the Client and the Builder.

ARCHITECTURAL SERVICES & PLANS WILL CONSIST OF THE FOLLOWING:

ARCHITECTURAL:

- As-Built Drawings & Measurements
- Awning/Canopy at Walkway (Exterior and Patio Area)
- Cabinet Elevations (As Required for Texas Accessibility Standards)
- Details
- Exterior Elevations
- Floors Plan
- Foundation Profile (for Ramp, Steps and Walkway)

CONSULTANTS SERVICES & PLANS WILL CONSIST OF THE FOLLOWING:

STRUCTURAL ENGINEER:

- Ceiling Support at Wall Removal Locations
- Foundation Plan (For Concrete Ramp, Steps, Walkway and Gun Safe)

REGISTERED ACCESSIBILITY SPECIALIST:

- Handicap Accessibility Review and Inspection (As Required by the State of Texas)

PROFESSIONAL FEES FOR THE ARCHITECT AND HIS CONSULTANTS:

ARCHITECTURAL:

Re-Design & Construction Documents \$2,500.00

CONSULTANTS:

Structural Engineer \$2,000.00

REGISTERED ACCESSIBILITY SPECIALIST: \$1,100.00

TOTAL PROFESSIONAL FEE \$5,600.00

SCHEDULE OF PAYMENT:

- Thirty Percent (30%) of Total Fee, **ONE THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$1,680.00)**, *is required upon execution of this Agreement.*
- Thirty Percent (30%) of Total Fee, **ONE THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$1,680.00)**, *is due upon completion of the Design Phase.*
- The remaining Forty Percent (40%), **TWO THOUSAND TWO HUNDRED FORTY DOLLARS (\$2,240.00)**, *plus reimbursable expenses, is due upon completion of Construction Documents.*

EXCLUSIONS:

The above services are for a "**BUILDER SET OF ARCHITECTURAL PLANS ONLY**" and do **NOT** include: Acoustical Design; Alarm System; Artwork/Models/Renderings; Asbestos Abatement; As-Built Drawings & Measurements; Bidding and Negotiation; **Building Permit Fees**; Civil Engineering; Client Representation (*at City Council/Planning and Zoning/Board of Adjustments*); Construction Administration; Construction Cost Estimating; Construction Documents; Demolition Plan; *****Energy Code Analysis**; Environmental Studies; Fire Sprinkler Plans; Foundation Plan; (*For Concrete Ramp, Steps and Walkway Only*); Full Specifications; Hardware/Interior Finish Schedules; Interior Design; Irrigation Plan; Landscape Plan; Lead Paint Removal/Inspection; Mechanical, Electrical and Plumbing Engineering (*except Switch, Outlet and Lighting/Fan Locations*); Photometric/Lighting Analysis; Plant Specifications; Platting/Re-Platting; **Printing /Reproductions**; Retaining Wall Design; Rezoning; Site Feasibility Study; Site Plan Submittal; **Soils Report**; Structural Engineering (*Ceiling, Roof and Wall Framing Plans*); Surveying Services; SWPPP; Texas Accessibility Specialist (*As Required by the State of Texas*); Travel & Related Expenses; Tree Mitigation Plan; Traffic Impact Studies or TX Dot Coordination.

NOTE B: *ENERGY CODE ANALYSIS IS NOT INCLUDED IN THIS PROPOSAL. IF REQUIRED BY THE CITY, THIS SERVICE WILL BE PROVIDED BY OWNER / CONTRACTOR.**

REVISIONS:

Any/All Design and Construction Document Revisions requested by the Client after date of signed approval of Design Phase shall constitute supplementary Architectural fees at the following hourly rates. M. J. Wright & Associates, Inc. will invoice the Client for additional Professional Services such as, but not limited to the following: Re-Designs **AFTER** final Design approval, increase in the Project Size and Scope, Review of Submittals and Construction Site Visits. The following hourly rates will apply for additional services and related travel time:

Principal Architect	\$175.00/hour
Consultants	150.00/hour
Technical Drafting	100.00/hour

In addition to the above fees, **WHICH ARE VALID FOR 60 (SIXTY) DAYS FROM DATE OF ORIGINAL LETTER OF AGREEMENT**, M. J. Wright & Associates, Inc. will invoice the Client for reimbursable expenses incurred at the rate of 1.15 times the actual expense (i.e., reproductions, delivery charges, parking, travel, etc.).

M. J. Wright & Associates, Inc. reserves the right to suspend or terminate services as defined in this Agreement because of non-payment. If services are terminated, M. J. Wright & Associates, Inc. is entitled to compensation for services rendered up to termination. Compensation will be based on a percentage of work completed and all reimbursable expenses incurred by M. J. Wright & Associates, Inc. and all retained Consultants. M. J. Wright & Associates, Inc. shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced. It is understood that the Limit of Liability on this Project is the value of this Contract only.

The Client is responsible for obtaining such services as desired or which will be required by the City / County Building Inspection Department. **All Re-Platting / Building Permit fees, Soils Report, Topographical / Boundary / Tree Surveys and Energy Code Analysis are the responsibility of the Client.** It is understood the Architect will maintain ownership of the plans. The Client authorizes the Architect's signage onsite.

The Texas Department of Licensing and Regulation requires that the Construction Documents be submitted for an Accessibility Review to ensure compliance with the Texas Accessibility Standards, (TAS) if the value of construction exceeds Fifty Thousand Dollars (\$50,000.00). All construction shall conform to the Texas Accessibility Standards, (TAS) guidelines. Compliance to these guidelines is the Client's responsibility.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the Professional Practice of Architects registered in Texas. The Board's current mailing address is: P. O. Box 12337, Austin TX 78701-2337 and telephone: 512/305-9000.

WE SHALL CONSIDER THE RETURN OF ONE (1) SIGNED COPY OF THIS PROPOSAL AND THE INITIAL DEPOSIT AS ACKNOWLEDGEMENT OF YOUR ACCEPTANCE AND AS OUR AUTHORIZATION TO PROCEED WITH THE WORK AS STATED IN THIS CONTRACT.

We sincerely appreciate the opportunity to provide this Letter of Agreement for this Project and are looking forward to working with you on this endeavor. If you have any questions please feel free to contact our office.

Sincerely,

Michael J. Wright - President, CGA, CGP, CAPS
M. J. Wright & Associates, Inc.
Texas Architect Registration No. 11130

April 15, 2015
Date


J. D. CLARK
WISE COUNTY JUDGE
4/27/15
Date

13f

RX Date/Time 04/14/2015 12:00 Wise County Auditor
04/14/2015 11:03 Wise County Auditor

Wise County Auditor

(FAX) 940 627 3388

P.001
P.001/002

MAR 13 2015 AM 10:26

Cellebrite Inc.
7 Campus Drive
Suite 210
Parsippany, NJ 07054

CELUSA



Invoice

Invoice Number:
152321

Invoice Date:
Feb 19, 2015

Page:
1

Tel: 201-848-8552
Fax: 201-848-9982
Tax ID: 22-3770059
DUNS: 033095568

Billed To:
Wise County Sheriff's Office
P.O. Box 899
Decatur, TX 76234

Ship to:
Wise County Sheriff's Office
200 Rock Ramsey Drive
Decatur, TX 76234

Contact: Accounts Payable
Phone #: 940 627 5744

Customer ID WISECOUNTY-899	Customer PO FY13-F83-145	Payment Terms Net 30 Days	
Sales Rep ID John/Robert	Shipping Method	Ship Date	Due Date 3/21/15

Quantity	Item	Description	Unit Price	Extension
1.00	SNWFULT-1	5907173,1956634080 Ultimate Software Support for additional year	3,098.99	3,098.99
<p>83-9-546-301 <i>ef</i></p> <p>I hereby certify that the goods/services described have been used in the services of Wise Co. Tx. I certify that to the best of my knowledge, they are necessary for the operations of my department. They have been purchased, if necessary, through bidding, they are not a part of a component bidding or billing scheme and they have not been previously paid for.</p> <p>Signature/Date: <i>Ken Roberts</i></p>				

Check/Credit Memo No

Subtotal	3,098.99
S&H Amount	
Sales Tax	
Total Invoice Amount	3,098.99
Payment/Credit Applied	
TOTAL	\$ 3,098.99

ew

139

ALLDATA <small>LLC</small>	SUBSCRIPTION RENEWAL NOTICE
--------------------------------------	------------------------------------

9650 West Taron Drive • Elk Grove, CA 95757 • 800-829-8727 • FAX 800-829-3329

WISE COUNTY SHERIFFS DEPT
 VEHICLE MAINTENANCE
 PO BOX 899
 DECATUR, TX 76234

ACCOUNT NUMBER
940-627-5971

UNIT ID
fw949294

Just sign and fax back to 800-829-3329!

Description	Beginning Date	End Date	Net Price
All Makes Data Subscription	4/9/2015	4/9/2016	\$ 1,500.00
Sub Total			\$ 1,500.00

Billing	
CASH AUF PREPAY	
Subscription Billing	\$1,500.00
Sales Tax Exempt	\$0.00
Subscription Billing Total	\$1,500.00

- Payment plans automatically renew annually at the then current Valued Customer Renewal Price earned with on-time payments and a continuous subscription. 90-days written notice is required to cancel the recurring payment plan after the first year. Increases limited to 6% per year.
- Sales Taxes collected for your State and Local Agencies

THE PURCHASER EXPRESSLY UNDERSTANDS AND AGREES:

1. The undersigned by his/her signature, acknowledges that this contract is non-cancelable.
2. Due to the continuous updating of information data bases, all information on any given model may not be on the compact disc. Generally, updated information is obtainable by contacting the ALLDATA Customer Service Department at (800) 859-3282.
3. This agreement follows the terms and conditions set forth in the original Sales Agreement, unless expressly modified in writing. A valid contract binding on ALLDATA and Purchaser will come into being only at the time this Agreement is accepted by ALLDATA at ALLDATA's principal office in Elk Grove, CA.

x 

 (Authorized Signature)

PAYMENT CHOICE

CASH (payment enclosed) _____
 CASH (due on invoice) _____
 EFT _____

PO# _____

VISA / MASTERCARD

card # _____ exp: _____

printed name _____

<p style="text-align: center;">IMPORTANT INFORMATION ABOUT YOUR ALLDATA SUBSCRIPTION RENEWAL</p> <p>Avoid unplanned lapse of your ALLDATA Automotive Information System data subscription. You can either FAX (800-829-3329) this signed renewal agreement or mail it to us.</p> <p>If you have questions about your ALLDATA subscription, please contact Heather Behrman 800-829-8727 Ext. 3183</p> <p style="text-align: right;">4/8/2015</p>



WISE COUNTY COMMISSIONER'S COURT

2/10/2015

Date

4020

PROJECT AGREEMENT NUMBER

The Order:

Pursuant to existing Interlocal Agreement and in accordance with Government Code Section 791, action taken on Project Number 4020 between the County and City of Paradise (various streets), said project status is ordered as follows:

Motion by Kennedy Seconded by Lamance

County Judge
J.D. Clark
Yes
Abstain
No
Absent

Commissioner Pct. No. 1
Danny White
Yes
Abstain
No
Absent

Commissioner Pct. No. 3
Harry Lamance
Yes
Abstain
No
Absent

Commissioner Pct. No. 2
Kevin Burns
Yes
Abstain
No
Absent

Commissioner Pct. No. 4
Gaylord Kennedy
Yes
Abstain
No
Absent

Motion Carried 5/0

Other Action: Pulled from Consent _____ No Action _____ Postponed _____ Denied _____

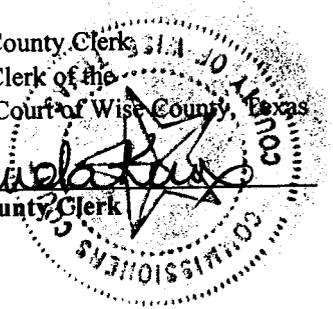
BY ORDER OF THE COMMISSIONER'S COURT:

Wise County Judge
J.D. Clark

ATTEST:

Sherry Lemon, County Clerk
and Ex-Officio Clerk of the
Commissioners Court of Wise County, Texas

BY
Deputy County Clerk



APPROVED BY COMMISSIONERS COURT
THIS 10th DAY OF February, 2015

APPROVAL OF PROJECT AGREEMENT

DATE: 2/10/2015 PROJECT AGREEMENT NUMBER: 4020

Approval of a Project Agreement between Wise County, Texas ("the County") and the City of Paradise ("Governmental Entity") for the pot holes on various streets

Public Improvement Project, (hereinafter the "Project") Located entirely within the Governmental Entity and Wise County Precinct No 4.

BACKGROUND

WHEREAS, the Project is solely for the full benefit of the Public, said County and Governmental Entity, hereby wish to enter into a Project Agreement in which the County agrees to provide maintenance and/or perform surface road repairs, or other public improvements on the following roads or surface area as described: fill in pot holes on various streets (if a street or roadway, the distance is approximately _____).

It is expressly agreed by the parties that the Project is to be performed entirely within the Municipal/District limits of the Governmental Entity located within Wise County Precinct No 4.

OPERATIONS AND MAINTENANCE

The County agrees to provide all necessary labor and equipment to perform the Project as described above, equal to the maximum of \$15,000.00 per project. A disclosure of the in kind cost associated with Project is reflected on "Exhibit A" attached hereto and made a part hereof. Upon completion of the approved project "Exhibit A" shall be completed and submitted to County Auditor for final filing.

LEGAL INFORMATION

Wise County is authorized to enter into the Agreement under Texas Government Code Chapter 791.014. Approval Requirement for Counties, and conjunctively the approval must: 1) be given in a document other than the interlocal contract; 2) describe the type of project to be undertaken; 3) identify the project's location. 4) The Project Agreement must receive prior approval by the governing body of the Governmental Entity and submitted to the County for consideration.

FINANCIAL IMPACT

The Governmental Entity will pay for all materials directly to vendors.

[Signature]
County Judge
April 27, 2015
Date

[Signature]
Governmental Entity
04/14/15
Date

APPROVED BY COMMISSIONERS COURT
THIS 27th DAY OF April, 2015
10th February