(903) 665-3261 Fax (903) 665-8732

Hon. Leward J. LaFleur, MARION CO.

Marion County Judge U. Smith

Commissioner J. R. Ashley **Commissioner Glenn Dorough**

Commissioner Joe McKnight Commissioner C. W. Treadwell

Notice is hereby given that the next meeting of the Marion County Commissioners Court will be held on the 29th June, 2020 at 9:00 a.m. in the County Courthouse Annex, District Courtroom, 114 W. Austin 2nd Floor, Jefferson, TX and that the following subjects will be discussed:

- 1. Consent agenda:
 - a. Consider approval of minutes June 8, 2020, June 11, 2020, June 22, 2020
 - b. Court to examine all accounts and reports relating to finances of County
 - c. Court to audit and settle all accounts against County and direct their payment
 - d. County Auditor to make financial report
- 2. Acknowledge 14 hours of CPE hours for County Auditor.
- 3. Per LGC 81.032 consider acceptance of donation of three (3) U-60 ultraviolet sterilization lamps.
- 4. Consider approval of Interlocal agreement with Sheriff Association of Texas Cooperative Purchasing Program.
- 5. Consider for approval purchase of 2020 RAM 1500 Crew Cab through Sheriff Association of Texas Cooperative Purchasing Program.
- 6. Discuss and consider action of parking on county roadway or right-of-way.
- 7. Discuss items for Courthouse Restoration Project.
 - Consider for approval Change Request Proposal No 9 regarding replacement of a. parapet stones with cast stone pieces
 - Consider for approval Change Request Proposal No 11 regarding additional b. excavation in locations of contracted work-scope.
- 8. Consider for approval hiring a surveyor to survey Cypress River Airport in Marion County, Texas.
- 9. Discuss items for jail project.

County Judge

Marion County, Texas

MINUTES OF MARION COUNTY COMMISSIONERS' COURT JUNE 8, 2020

The Commissioners' Court of Marion County met in Regular Session at 9:00 a.m. on June 8, 2020. All members present with County Judge Leward LaFleur, presiding.

J.R. (JOHN ROSS) ASHLEY, COMMISSIONER, PRECINCT # 1
JOE MCKNIGHT, COMMISSIONER, PRECINCT # 2
IRA GLENN DOROUGH, COMMISSIONER, PRECINCT # 3
C.W. (CHARLIE) TREADWELL, COMMISSIONER, PRECINCT#4

ITEM NO. 1

CONSENT AGENDA:

a. ORDER APPROVING MINUTES OF MAY 26, 2020; MAY 28, 2020

b. ORDER APPROVING REPORTS OF COUNTY OFFICIALS

| District Clerk | April | 2020 |
|-----------------|-----------|------|
| Sheriff | May | 2020 |
| County Clerk | May | 2020 |
| District Clerk | May | 2020 |
| Extension Agent | April/May | 2020 |
| J.P., Pct. #2 | May | 2020 |
| Treasurer | May | 2020 |
| Tax A/C | March | 2020 |
| Tax A/C | April | 2020 |

c. <u>ORDER TO SETTLE ALL ACCOUNTS AGAINST COUNTY AND DIRECT THEIR PAYMENT</u>

Motion by Treadwell, seconded by Ashley to approve consent agenda. All members present voted Aye. Motion carried 4-0.

ITEM NO. 2

ORDER APPROVING PAYROLL FROM MAY 1 -15, 2020 AND MAY 16 - 31, 2020 WITH NUMBERS AS PRESENTED BY COUNTY TREASURER

Motion by Treadwell, seconded by J. McKnight. All members present voted Aye.

Motion carried 4-0.

See Exhibit "A" attached

ITEM NO. 8

ORDER APPROVING 25 YEAR AIRPORT LEASE AGREEMENT FOR NEW TENANTS

Motion by Ashley, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0.

No Exhibit submitted

ITEM NO. 3

ORDER AWARDING SOLID WASTE SERVICES BID TO REPUBLIC SERVICES FOR 36 MONTHS, CONTRACT TO START AUGUST 1ST

Motion by Treadwell, seconded by Ashley. All members present voted Aye. Motion carried 4-0.

See Exhibit "B" attached

ITEM NO. 10

DISCUSS ITEMS FOR COURTHOUSE RESTORATION PROJECT

Nothing to report

ITEM NO. 11

DISCUSS ITEMS FOR JAIL PROJECT

Nothing to report

ITEM NO. 4

ORDER TO ACCEPT SEATON'S BID FOR GRAVEL, LONGVIEW ASPHALT FOR PRE MIXED OIL DIRT & ASPHALT, BRYAN & BRYAN FOR STRAIGHT ROAD OIL AND ARK LA TEX FOR FUEL

Motion by Treadwell, seconded by Ashley. All members present voted aye. Motion carried 4-0.

See Exhibit "B" attached

ITEM NO. 5

COURT TO ENTER INTO EXECUTIVE SESSION PURSUANT TO GOVERNMENT CODE SECTION 551.074, (PERSONNEL MATTERS).

Entered into Executive Session at 9:45 a.m. Reconvened into Regular Session at 10:23 a.m.

ITEM NO. 6

ORDER APPOINTING DAVID CAPPS, SHERIFF TO FILL AN UNEXPIRED TERM, EFFECTIVELY IMMEDIATELY

Motion by Treadwell, seconded by Ashley. All members present voted Aye. Motion carried 4-

ITEM NO. 7

ORDER PROHIBITING PARKING OF VEHICLES ON COUNTY RIGHT-OF-WAY TO BE PRESENTED BACK AT NEXT MEETING WITH PROCLAMATION OR SOMETHING IN THAT FORM BY THE COUNTY ATTORNEY

Motion by Treadwell, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0.

ITEM NO. 9

CONSIDER FOR APPROVAL TO PURCHASE A BULK ORDER OF SURGICAL MASKS

Motion by Treadwell, seconded by J. McKnight to pass. Members voting Aye were J. McKnight, Treadwell and Dorough. Ashley voted Nay. Motion carried 3-1.

ADJOURN

| | J. McKnight. All members present voted Aye. D. Meeting adjourned at 10:43 a.m. | Motion carried |
|--|--|----------------|
| | | |
| | | |
| | | |
| ••••• | | |
| it is ordered that the Co | usiness brought to the attention of the Commissioners' ommissioners' Court of Marion County, Texas, adjourn the next Regular Session, unless and until called together Special Session before that time. | and |
| attest to the accuracy of these minutes. | | |
| | | |
| COUNTY CLERK | COUNTY JUDGE | |

NOTE: ALL REPORTS, LETTERS OR OTHER ATTACHMENTS MENTIONED IN THE ABOVE MINUTES ARE ON FILE IN THE OFFICE OF THE COUNTY CLERK

MINUTES OF MARION COUNTY COMMISSIONERS' COURT JUNE 11, 2020

The Commissioners' Court of Marion County met in Special Session at 11:00 a.m. on June 11, 2020. All members present with County Judge Leward LaFleur presiding.

J.R. (JOHN ROSS) ASHLEY, COMMISSIONER, PRECINCT # 1
JOE MCKNIGHT, COMMISSIONER, PRECINCT #2
IRA GLENN DOROUGH, COMMISSIONER, PRECINCT # 3
C.W. (CHARLIE) TREADWELL, COMMISSIONER, PRECINCT#4

ITEM NO. 1

ORDER ACCEPTING LETTER OF RESIGNATION OF CONSTABLE, PCT. 1 IN MARION COUNTY, JEFFERSON, TEXAS, CONSTABLE, DAVID CAPPS

Motion by Treadwell, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0.

See Exhibit "A" attached

ITEM NO. 2

COURT TO ENTER INTO EXECUTIVE SESSION PURSUANT TO GOVERNMENT CODE SECTION 551.074, (PERSONNEL MATTERS).

Entered Executive Session at 11:01 a.m. Reentered Commissioner's Court Session at 11:35 a.m.

ITEM NO. 3

ORDER APPOINTING EDWARD BAIRD AS OUR NEW CONSTABLE TO FILL UNEXPIRED TERM OF PREVIOUS CONSTABLE, DAVID CAPPS

Motion by Treadwell, seconded by Ashley. All members present voted Aye. Motion carried 4-0.

ITEM NO. 4

ORDER DECLARING PORTIONS OF JIMMY STREET ABANDONED AND CLOSED AND TO CONVEY THEM TO THE ADJOINING PROPERTY OWNERS WITHIN PRECINCT 1, MARION COUNTY, TEXAS

Motion by Ashley, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0.

See Exhibit "B" attached

ITEM NO. 5

ORDER DECLARING PORTIONS OF MICHELLE STREET ABANDONED AND CLOSED AND TO CONVEY THEM TO THE ADJOINING PROPERTY OWNERS WITHIN PRECINCT 1, MARION COUNTY, TEXAS

Motion by Ashley, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0.

See Exhibit "C" attached

ITEM NO. 6

ORDER TO PURCHASE 10,000 SURGICAL MASKS FROM AZALEA SURGICAL PRODUCTS INC., IN TYLER, TEXAS, PUT OUR EMERGENCY MANAGEMENT COORDINATOR IN CHARGE AND WHEN HE THINKS WE NEED MORE HE CAN TAKE CARE OF IT AND THESE MASKS ARE TO BE USED FOR THE COURTS OF MARION COUNTY AND THE SHERIFFS DEPARTMENT AS THE COURTS REQUIRE AND AT THE DESCRETION OF THE EMERGENCY MANAGEMENT COORDINATOR

Motion by Treadwell, seconded by Ashley. All members present voted Aye. Motion carried 4-0.

ADJOURN

Motion by Ashley, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0. Meeting adjourned at 11:42 a.m.

There being no further business brought to the attention of the Commissioners' Court, it is ordered that the Commissioners' Court of Marion County, Texas, adjourn and stand adjourned until the next Regular Session, unless and until called together in Special Session before that time

| I attest to the accuracy of | |
|-----------------------------|--------------|
| these minutes. | |
| | |
| | |
| | |
| COUNTY CLERK | COUNTY JUDGE |

NOTE: ALL REPORTS, LETTERS OR OTHER ATTACHMENTS MENTIONED IN THE ABOVE MINUTES ARE ON FILE IN THE OFFICE OF THE COUNTY CLERK

MINUTES OF MARION COUNTY COMMISSIONERS' COURT JUNE 22, 2020

The Commissioners' Court of Marion County met in Special Session at 9:00 a.m. on June 22, 2020. All members present with County Judge Leward LaFleur presiding.

J.R. (JOHN ROSS) ASHLEY, COMMISSIONER, PRECINCT # 1
JOE MCKNIGHT, COMMISSIONER, PRECINCT #2
IRA GLENN DOROUGH, COMMISSIONER, PRECINCT # 3
C.W. (CHARLIE) TREADWELL, COMMISSIONER, PRECINCT#4

ITEM NO. 1

ORDER APPROVING BOND FOR SHERIFF, DAVID CAPPS

Motion by Treadwell, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0.

ITEM NO. 2

ORDER APPROVING BOND FOR PCT. 1 CONSTABLE, EDWARD BAIRD

Motion by Treadwell, seconded by Ashley. All members voted Aye. Motion carried 4-0.

ORDER TO ADJOURN

Motion by Ashley, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0. Meeting adjourned at 9:01 a.m.

| ************** | *********** |
|---|---|
| There being no further business brought to the it is ordered that the Commissioners' Court of stand adjourned until the next Regular Session Special Session before | f Marion County, Texas, adjourn and on, unless and until called together in |
| I attest to the accuracy of these minutes. | |
| COUNTY CLERK | COUNTY JUDGE |

NOTE: ALL REPORTS, LETTERS OR OTHER ATTACHMENTS MENTIONED IN THE ABOVE MINUTES ARE ON FILE IN THE OFFICE OF THE COUNTY CLERK



CPE CREDIT HOUR DOCUMENTATION FORM

2020 TACA AREA TRAINING

Wildcatter Ranch , Graham, TX SPONSOR ID# 005850 June 11-12, 2020

*THERE ARE NO PREREQUISITES

| PLEASE | PRINT | | | | |
|---|------------------------------|-----------------------|---------------|---------------------------------------|-----------------|
| Name: | Stranna Solomo | Ŋ | County: | Monis | |
| Address: | 500 PMadnax Svi | City/State/Zip: | Daina | althold T | × 756 |
| Email: | auditur @ co. moms | .tx. V5 | Phone: | 703 6457 | 2117 |
| DAY 1-JUI | N 11 | | | | |
| TSBPA Course # | Educational Program | Time | Credit Hours | Your Initials Verifying Attendance | Hours Earned |
| 02042 | Auditor's Monthly Report | 8:25-9:15 | 1.00 | 88 | 1 |
| 11553 | CyberSecurity/IT | 9:15-10:30 | 1.50 | 58 | 1.50 |
| 11555 | FMLA/FFCRA | 10:45-11:35 | 1.00 | - 58/ | 1 |
| 11555 | Active Shooter in the Office | 12:45-1:35 | 1.00 | | |
| 01053 | Fund Accounting | 1:35-2:25 | 1.00 | 38 | 1 |
| 10003 | Truth-in-Taxation / SB2 | 2:40-4:45 | 2.50 | S | 2.50 |
| DAY 2 HI | | Total Day 1 | 8.00 | | |
| DAY 2-JU 01054 | Covid 19/Disaster Finance | 8:25-10:30 | 2.50 | | 9 |
| 11557 | Investment Banking | 10:45-12:00 | 1.00 | - 8/ | 2.50 |
| 02043 | Payroll Auditing | 1:10-2:25 | 1.50 | | 1 |
| 11556 | TCDRS Update | 2:40-3:30 | 1.00 | - 82 | 1.50 |
| | 105/10 Space | Total Day 2 | 6.00 | 88 | |
| | AHMA VALONICA | Total credits offered | 14.00 | Total credits earned | 14 |
| - (| WING A WINGE | <u> </u> | \mathcal{C} | | |
| _ | Signature | Date | | | |

PLEASE RETAIN ORIGINAL FOR YOUR RECORDS. TURN IN A COPY AT THE END OF THE TRAINING.

We are registered with the Texas State Board of Public Accountancy as a CPE sponsor. This registration does not constitute an endorsement by the Board as to the quality of our CPE program.



Texas Local Government Code § 81.032. Acceptance of Donations and Bequests

The commissioners court may accept a donation of labor or services, gift, grant, donation, bequest, or devise of money or other property on behalf of the county, including a donation under Chapter 38, Government Code, for the purpose of performing a function conferred by law on the county or a county officer.

MASTER COOPERATIVE PURCHASING AGREEMENT

This Master Cooperative Purchasing Agreement ("Agreement"), effective June 24, 2020 is made by and between the Sheriffs' Association of Texas, Inc. ("SAT"), a Texas non-profit corporation, and Marion County, Texas ("End User"), a local government created under the laws of the State of Texas.

WITNESSETH

WHEREAS, SAT's Vehicle Procurement Program ("VPP") is a cooperative bid program where SAT solicits bids for vehicles to be purchased directly from vehicle vendors by units of local government or political subdivisions, including, but not limited to, municipalities and counties, local county boards of public instruction, and local public safety agencies or authorities; and

WHEREAS, the purpose of the VPP is to provide public procurement of quality goods to support effective and efficient government, ensuring the prudent use of public funds. This includes providing efficient delivery of products and services; obtaining best value through competition; offering fair and equitable competitive contracting opportunities for suppliers; and maintaining public confidence through ethical and transparent procurement practices; and

WHEREAS, SAT will serve as the "Contract Administrator" in the solicitation of bids process. The purpose of the solicitation for bids is to identify the most suitable manufacturer's authorized dealer for the purchase of vehicles on a "no trade-in basis;" and

WHEREAS, the SAT Contract Administrator will award the bid to the lowest and best responsive bidder by specification and by manufacturer. The award will be determined by the price of the bid, qualifications based on a dealer's facilities and financial resources, and demonstrated ability to perform the work in a satisfactory manner:

NOW, THEREFORE, SAT and the End User agree as follows:

1.0 Responsibilities of the parties.

- 1.1 The SAT will identify, solicit, and invite interested vehicle vendors, including but not limited to vehicle manufacturers, dealers and certified representatives, to submit bids for vehicles.
- 1.2 The SAT will develop and provide all necessary solicitation, bid, and contract award documents which will enable End User to purchase vehicles directly from vendors at a competitive price.
- 1.3 The SAT will consult with the End User as needed in order to facilitate End User's purchase of vehicle through the VPP.

- 1.4 The SAT will prepare "solicitation for bid" documents in order to obtain price commitments from manufacturers and dealers for the sale of vehicles to End User.
- 1.5 The End User agrees to be bound by the SAT Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions, which is attached hereto and incorporated by reference as if fully set forth herein.
- 1.6 The End User agrees to provide to the SAT all information and assistance requested by the SAT that is reasonably necessary to remain in compliance with the Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions.
- 2.0 <u>Compliance with Laws</u>. SAT and End User each represent and warrant to the other party that each has obtained all regulatory approvals and licenses necessary to enter into and perform under the terms and conditions of this Agreement. Further, the SAT and the End User represent and warrant to the other party that each is in compliance with all applicable laws and regulations and each party covenants to remain in compliance with such laws and regulations during the term of this Agreement.
- 3.0 <u>Term.</u> The term of this Agreement shall commence on the date set out above and shall continue in effect for one (1) year. Thereafter, this Agreement shall renew automatically for successive one (1) year terms ending on the initial anniversary date each year.
- 4.0 <u>Termination</u>. This Agreement may be terminated by either party at any time without cause by written notice to the other party given at least ninety (90) days in advance of the effective date of termination.
- 5.0 <u>Trademarks and Copyrights</u>. The parties reserve the right to the control and use of their names and all seals, symbols, trademarks, or service marks presently existing or later established. Neither party shall use the other party's name, seals, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without the prior written consent of such other party unless agreed to in this document. Any use by a party, without the approval of the other party, of the name, symbols, trademarks or service marks of such other party shall cease immediately upon the earlier of written notice of such other party or termination of this Agreement. Each party hereby grants the other party the right to use its name, address, and telephone number in connection with the other party's obligations hereunder.
- 6.0 <u>Notices</u>. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid to the recipient at its respective address designated on the signature page of this Agreement.

7.0 <u>Independent Contractors</u>. The SAT and the End User are each acting as independent contractors under this Agreement and not as a partner, joint venture or employee of any other party to this Agreement. Each party shall be responsible for all taxes or similar charges payable with respect to any amounts received by such party under this Agreement. End User shall have no authority to bind SAT to any agreement or obligation. SAT shall have no authority to bind End User to any agreement or obligation. No party shall make any representations to the contrary.

The responsibilities of the SAT in administering the VPP are limited to those specified in the SAT Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions, attached hereto and incorporated by reference as if fully set forth herein. This Agreement shall not create additional legal obligations for SAT beyond those specified in the attached Terms and Conditions.

- 8.0 <u>Amendments</u>. The parties reserve the right to amend or terminate this Agreement, as provided herein or as specified by amendment. All amendments or modifications to this Agreement must be mutually agreed to in writing by the End User and the SAT.
- 9.0 <u>Severability</u>. If any portion of this Agreement shall, for any reason, be invalid or unenforceable, such portion shall be ineffective only to the extent of any such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable, and of full force and effect.
- 10.0 <u>Waiver</u>. The waiver by either party of any breach of, or failure to insist upon strict compliance with, any provision of this Agreement or warranty or representation set forth herein, shall not be construed as a waiver of any prior or subsequent breach of or failure of strict compliance with the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.
- 11.0 <u>Entire Agreement</u>. This Agreement, including any exhibits or attachments hereto, contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement.
- 12.0 <u>Execution in Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.
- 13.0 <u>Assignment</u>. Neither party shall in any manner assign, subcontract, or otherwise delegate its rights, duties or obligations under this Agreement unless the other party approves of such assignment, subcontract, or delegation by prior written consent thereto.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14.0 <u>Force Majeure</u>. The obligations of the SAT and the End User hereunder shall be excused during any period of delay or inability to perform caused by matters such as strikes, acts of God, shortages of raw materials or power, an inability to obtain products or services after the parties use their best efforts to provide such products or services, governmental action or compliance with governmental requirements, whether voluntary or pursuant to order, or any other matter which is beyond the reasonable efforts of the parties to control.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the day and year shown on the first page.

Sheriffs' Association of Texas, Inc. 1601 S. Interstate 35 Austin, Texas 78741-2503

Marion County 119 W Lafayette St, Suite 4 Jefferson, Texas 75657

SAT Authorized Signature

DODGE CITY

GRAB LIFE!!

321 NORTH CENTRAL SUITE# 240

MCKINNEY, TX. 75070 PHONE: 972-569-9650



QUOTE

DATE:

5/27/2020

INVOICE #

Bill To:

Ship To:

MARION COUNTY

Comments or Special Instructions:

| | SALESPERSON | P.O. NUMBER | SHIP DATE | SHIP VIA | SHERIFF CONTR# | TERMS |
|---|-------------|---------------------|--------------------|-------------|----------------|--------------|
| | JEFF Y | | | Best Way | 20-01-1017 | |
| | QUANTITY | | DESCRIPTION | | UNIT PRICE | AMOUNT |
| | 1 | 2020 RAM 1500 CREV | V CAB 4X4 V-8 | | \$26,443.00 | \$26,443.00 |
| | 1 | 40/20/40 SPLIOT FRO | NT BENCH SEAT W/ | CUP HOLDERS | \$50.00 | \$50.00 |
| İ | 1 | FULL SIZE SPARE TI | RE | | \$0.00 | \$0.00 |
| - | 1 | ANTI-SPIN DIFF | | | \$495.00 | \$495.00 |
| - | 1 ' | HD CLOTH BUCKET S | SEATS WITH VINYL R | EAR | \$0.00 | \$0.00 |
| ſ | 1 | SIRIUS XM SATELLIT | E RADIO | | \$185.00 | \$185.00 |
| - | 1 | DIAMOND BLACK | | | \$100.00 | \$100.00 |
| ļ | 1 — | TEXAS SHERIFFS CO | NTRACT PURCHASE | ORDER FEE | \$350.00 | \$350.00 |
| | | | | | | |
| _ | | | | | SUBTOTAL | \$ 27,623.00 |

SUBTOTAL \$
TAX RATE
SALES TAX
SHIPPING AND HANDLING
TOTAL \$

27,623.00

0.00%

115TH JUDICIAL DISTRICT



276TH JUDICIAL DISTRICT

MARY ANN MAULDIN ADMINISTRATIVE ASSISTANT

ANGELA SMOAK COUNTY & DISTRICT ATTORNEY

WILLIAM GLEASON
ASSISTANT ATTORNEY

June 17, 2020

TO: MARION COUNTY COMMISSIONER'S COURT

FROM: MARION COUNTY ATTORNEY'S OFFICE

RE: PARKING ON COUNTY ROAD RIGHT OF WAY

DEAR JUDGE LAFLEUR AND COMMISSIONERS,

The Texas Transportation Code does not prohibit stopping or parking on county road right of way but has a provision (Section 545.303) which requires that the vehicle be parallel to and partially off the roadway by at least 18 inches. The county may pass a regulation banning parking on county road right of way (Sec. 684.053) but to enforce it to the extent that the vehicle may be hauled off, the county must post road signs advising clearly that parking is prohibited on the right of way. This would be expensive to post on all county roads. If you have problem areas, you could post the signs in the problem areas to address it.

Beel Sleason
Bill Gleason

Asst. DA



CHANGE REQUEST PROPOSAL

P.O. Box 873 Weatherford, TX 76086 Ph: 817-596-9600

PROPOSAL NO: 009 TO: MARION COUNTY via: RICK SACY (KOMATSU ARCH.) CONTRACT# 2009.152C 102 WEST AUSTIN STREET JOB# 19-023 JEFFERSON, TX 75667 PROJECT TITLE: RESTORATION OF THE MARION COUNTY COURTHOUSE PRIME CONTRACTOR: JOE R. JONES CONSTRUCTION, INC. working days for completion after notice to proceed. This Statement of Work will require This Statement of Work will require Calendar Days for completion after notice to proceed Note the working / calendar days listed above do not include any weather or other delays encountered out of our control. STATEMENT OF WORK, ITEMIZED BY CRAFT LABOR MAT'L SUB COST COST CONTRACT (With detail cost breakdowns for labor & material COST (includes subs) PARAPET CAST STONE REPLACEMENT See Supplemental Sheets Page No. 2 for Detailed Information \$0.00 \$0.00 \$7,300.00 Project Management Contract Coordination \$100.00 Project Supervision \$200.00 Supervision \$7,300.00 SUB TOTALS: \$300.00 \$0.00 42,00% \$126.00 TAXES & INSURANCE ON LABOR **6.44%** \$0.00 **OVERHEAD (Contractors Own Forces)** 10.00% \$42.60 5.00% \$365.00 OVERHEAD (Subcontractor) SUB TOTALS: \$468.60 \$0.00 \$7,665.00 \$8,133.60 COMBINED SUB TOTALS \$79.71 BONDS: 0.98% \$8,213.31 TOTAL: COMPANY: Joe R. Jones Construction, Inc. **AUTHORIZED SIGNATURE:** Dustin Brown, Chief Construction Officer

NAME AND TITLE:

DATE:

Note: The above change request is priced only to include those direct cost of the change which can be identified at this time. Should at a later date the change creates an impact such as delays, disruptions, or others caused beyond our control, we reserve the right to forward those cost at a later time. Material Note: Due to the unstable prices of materials in the market today this change can only be held for 10 calendar days.

6/18/2020

CHANGE REQUEST PROPOSAL

SUPPLEMENTAL SHEET

2 PAGE NO:

PROPOSAL NO: 009

CONTRACT# 2009.152C

JOB NO: 19-023

| STATEMENT OF WORK, ITEMIZED BY CRAFT | LABOR | MAT'L | |
|---|---------------------------------------|--------------|---------------------|
| (With cost of detail by material and quantities of labor) | COST | COST | |
| | | | |
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| A.40. | | | |
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| | j | | |
| | | | |
| SUBTOTALS | \$0.00 | \$0.00 | |
| | | | |
| SUBCONTRACTORS USED | | | SUBCONTRACT COST |
| FRONTIER WATERPROOFING | <u> </u> | | \$7,300.00 |
| Remove all the lower row parapet stones and replace them with 30" | ļ | | , , |
| cast stone pieces. | | | |
| Unit Price: \$81.38/Stone | | | |
| Quantity: 90 Stones | | | |
| | | | |
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Frontier Waterproofing, Inc.

332 East Oak Street Denton, TX 76201 Phone: (940) 566-4856 Fax: (940) 387-7165

Request for select

| | | | _ | | | |
|-----------------------------|---------|---------------------------------|-------------------------------|---------------|----------------|------------------|
| To: | 1756 | onstruction Ranger Hw | y | | | |
| Project: | | erford, TX n Co Court | 76088 house Ext Rest | | | |
| | | | | | | |
| RFC No Date: Descript | • | 2 12/17/2019 in reference | to RFI 4 (JRJ RF | I 2019-21) | | |
| | | Remove all cast stone p | - | apet stones a | and replace t | hem with 30" new |
| | | | \$81.38 each sto 90 stones | one | | |
| | | is subject stipulated | to the same condit | ions as speci | ified in the o | riginal contract |
| Upon ap | proval | the sum of | \$7,300.00 will be a | added to the | contract pric | ce. |
| | | | This Request | \$7,3 | 300.00 | |
| Authoriz | ed Sigr | ature: | ontier Waterproofi | ng Ing | | Date: |
| | | ric | onner waterproom | ug, mic. | | |
| Authoriz | ed Sign | | Construction, Inc | | | Date: |
| | | JIV | o Consulction, inc | /· | | |



REQUEST FOR INFORMATION

Project: RESTORATION OF THE MARION 19-023 **COUNTY COURTHOUSE** JOE R. JONES CONSTRUCTION, INC. **R.F.I. No:** 021 2020-01 1756 RANGER HWY WEATHERFORD, TX 76088 Response Requested By: Charlie Wilson PH: 817.596.9600 FAX: 817.596,0596 Date of Request: 1/10/20 REASON FOR REQUEST ACTION REQUESTED PROBABLE EFFECT To: Komatsu Architecture, Inc. 3880 Hulen Street, Suite 300 Insufficient Info Clarification Increase Cost Fort Worth, TX 76107 Potential Conflict Direction Decrease Cost Phone: 817.332.1914 Alternate Proposal Approval Unknown Cost Unforseen ☐ No Cost Effect Email: rsacy@komatsu-inc.com Additional Conditions ☐ Increase Time Information Attn: Rick Sacy Decrease Time Date Unknown Time Issued: 1/10/2020 ☐ No Time Effect From: JRJ

Subject: Coping Stone Replacement Follow-Up

Spec Section: Drawing No.: A4.01

Other:

Detail No.: Note 7

| Information Requested: From Frontier Water | proof | ıng |
|--|-------|-----|
|--|-------|-----|

The RFI From JRJ (RFI#2019-21) states that Frontier is to proceed with the change order of "New Cast Stone @ \$81.38 each with an estimation of less than 50% replacement."

Jordan met Rick Crider and Kevin (JRJ) on site and Rick advised Jordan to price new cast stone in 30" pieces (instead of the original length) due to weight load of the upper stones. To comply with this request, our bid of \$81.38 each is to remove all the lower row parapet stones and replace them with 30" new cast stone pieces. This will be approximately \$11,474,58 total \$7,300. This number was decreased due to deducted repairs. This total already factors in the deductions associated with the work in the base bid that will no longer be necessary. Is Frontier approved to proceed with replacing 100% of the lower parapet stones with 30" new cast stones? Please advise how to proceed.

| Re | ply: |
|----|---|
| | This request is approved, please procedd with stone replacment as proposed. |
| | |
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| Rick Sacy | Komastu Architecture, Inc. | 01/15/2020 |
|-----------------------------------|-----------------------------|------------|
| Respondent Signature | Company | Date |
| CC: X Texas Historical Commission | ☐ Jaster Quintanilla - Stru | |

Baird, Hampton and Brown, Inc. – Mech/Elec



CHANGE REQUEST PROPOSAL

P.O. Box 873 Weatherford, TX 76086 Ph : 817-596-9600

PROPOSAL NO: 011

| TO: MARION COUNTY | | | • | | |
|---|--------------------------|-------------------|------------------------|----------------------|------------|
| via: RICK SACY (KOMATSU ARCH.) | | | CONTRACT# | 2009.152C | |
| 102 WEST AUSTIN STREET | | | | | |
| JEFFERSON, TX 75667 | | | JOB# | 19-023 | |
| PROJECT TITLE: RESTORATI | ON OF THE MARION C | OUNTY COURT | HOUSE | | |
| PRIME CONTRACTOR: JOE R. JON | ES CONSTRUCTION, IN | NC. | | | |
| This Statement of Work will require | working | days for comple | etion after notice to | nroceed | |
| This Statement of Work will require | Calenda | r Days for comp | letion after notice to | proceed | |
| Note the working / calendar days listed a | above do not include any | y weather or oth | er delays encounter | ed out of our contro | ł. |
| STATEMENT OF WORK, ITEMIZED BY CR | AFT | ***** | LABOR | MAT'L | SUB |
| (With detail cost breakdowns for labor & ma | terial | | COST | COST | CONTRACT |
| (includes subs) | N/REMOVAL OF UNKN | IOWN MATERIA | , i | | COST |
| See Supplemental Sheets Page No. 2 for Do | | OWN MATERIA | <u> </u> | | |
| | | | \$0.00 | \$0.00 | \$2,500.00 |
| Project Management Contract Coordination | | | \$100.00 | | |
| Project Supervision Supervision | | | \$0.00 | | |
| | SUB TOT | ΓALS: | \$100.00 | \$0.00 | \$2,500.00 |
| TAXES & INSURANCE ON LAE | NOR. | 4 2.00% | \$42.00 | | |
| | | | \$ 4 2.00 | 3.00 | |
| OVERHEAD (Contractors Own | Forces) | 10.00% | \$14.20 | \$0.00 | |
| OVERHEAD (Subcontractor) | | 5.00% | | | \$125.00 |
| | SUB TOT | ALS: | \$156.20 | \$0.00 | \$2,625.00 |
| | | | | | |
| COMBINED SUB TOTALS | | | | | \$2,781.20 |
| | | | BONDS: | 0.98% | \$27.26 |
| | | | | TOTAL | \$0,000,40 |
| | | | | TOTAL: | \$2,808.46 |
| COMPANY: | Joe R. Jones Construc | ction, Inc. | | | |
| AUTHORIZED SIGNATURE: | | | | | |
| NAME AND TITLE: | Dustin Brown, Chief Co | onstruction Offic | er | | |
| DATE: | 6/18/2020 | | | | |

Note: The above change request is priced only to include those direct cost of the change which can be identified at this time. Should at a later date the change creates an impact such as delays, disruptions, or others caused beyond our control, we reserve the right to forward those cost at a later time.

Material Note: Due to the unstable prices of materials in the market today this change can only be held for 10 calendar days.

CHANGE REQUEST PROPOSAL

SUPPLEMENTAL SHEET

PAGE NO:

2

PROPOSAL NO: 011

CONTRACT#

2009.152C

JOB NO:

19-023

| STATEMENT OF WORK, ITEMIZED BY CRAFT | LABOR | MAT'L | |
|---|--------------|--------------|---|
| (With cost of detail by material and quantities of labor) | COST | | |
| vviii cost of detail by material and quantities of labor) | CO\$1 | COST | |
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| SUBTOTALS | \$0.00 | \$0.00 | |
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| SUBCONTRACTORS USED | 1 | | SUBCONTRACT |
| | İ | | COST |
| HEFNER ROOFING, LLC. | | | |
| Additional excavation and removal of buried brick and other foreign objects | | | \$2,500.00 |
| Additional excavation and removal of bulled brick and other loreign objects | | | |
| located subsurface and unknown in locations of contracted work-scope. | | | |
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| SUBTOTALS | 1 | | \$2,500.00 |