

**AGREEMENT FOR PROJECT MANAGEMENT SERVICES**

This agreement, hereinafter referred to as the "Agreement," is for the management and oversight of design, construction, and or remodeling projects and is entered into by and between Navarro County, Texas, a political subdivision of the State of Texas, hereinafter referred to as "Owner" and Travis Dempsey, an independent project manager, hereinafter referred to as "Project Manager."

**ARTICLE I**

**GENERAL PROVISIONS**

**1.1 DEFINITIONS**

**1.1.1 THE ENTIRE AGREEMENT:** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, whether oral or written. The Agreement may be amended or modified only by written agreement modification or amendment mutually agreed to and executed by Owner and Project Manager. The Agreement documents shall not be construed to create a contractual relationship between the Owner or Project Manager and any third parties. The Project Manager is given authority to consult with a qualified construction engineer or architect as necessary and furnish any proposed consultant contract for consideration by Owner in relation to the completion of work under this Agreement.

**1.1.2 THE WORK:** The term "work" means the oversight and management of the design of construction projects, the drafting of bid requirements, the review of submitted bids, and the supervision of the construction to ensure compliance with all of the terms and conditions of the accepted bids. The term "work" also includes the drafting, review and revision of construction and services required documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided to Project Manager to fulfill the Project Manager's obligations. The work may constitute the whole or a part of a project. Work includes providing or ensuring provision of supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete, and, functional completion of projects and installation.

**1.1.3 THE PROJECTS:** The projects will consist of such construction and or remodeling projects that are assigned to Project Manager which have been approved by the Owner from time to time.

**1.1.4 THE CONTRACT DOCUMENTS:** Contract documents shall consist of the usual construction documents as are prepared and drafted by the Project Manager, architects, engineers or other construction professionals more fully described below.

1.1.4.1 **THE DRAWINGS:** The drawings are the graphic portions of the contract documents, wherever located and whenever issued, showing the design, location and dimensions of the work. Generally including plans, elevations, sections, details, schedules, and diagrams.

1.1.5 **THE SPECIFICATIONS:** The specifications are that portion of the contract documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work and performance of related services.

1.1.6 **GENERAL DEFINITIONS:** Construction industry technical terms not defined in the contract documents shall have the meanings given as listed in the latest edition of the AIA "Glossary of Construction Industry Terms". Those not specifically defined either place shall have the meanings commonly attributed to them by the particular trade involved.

1.1.8 **PROVIDE:** Compliance with the requirement of the contract documents and applicable Federal, State and local laws and ordinances as well as requirements of Federal, State, and local authorities having jurisdiction at the site of work as overseen by the Project Manager.

1.1.9 **DATE OF FINAL COMPLETION:** The date when Architect, Engineer, Contractor, and Project manager, and Owner find all the work of the contract documents acceptable and the construction contract fully performed.

1.1.10 **ACCEPTANCE:** Shall be evidenced only by the final certificate of the Owner's designated representative.

1.1.11 **EVALUATION:** and any derivative thereof, as used in reference to Architect and or Engineer mean; to become generally familiar with the progress and quality of the portion of the work completed to determine in general if it is being performed in a manner indicating that the work when completed may be occupied or utilized by the owner for its intended use. Such evaluations shall be based on what is plainly visible at the construction site during periodic visits to the project, and without the removal of the material or other work that is in place.

## 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 The intent of the contract documents is to include all items necessary for the proper execution and completion of the work by the Project Manager.

## ARTICLE 2

### OWNER

#### 2.1 DEFINITION

2.1.1. Unless otherwise stated herein, whenever the terms of this agreement refer to some action, consent or approval to be provided by "Owner", such reference to owner shall mean any person expressly designated or authorized on its behalf to act as Owner's representative.

## **2.2 INFORMATION AND SERVICES PROVIDED BY OWNER**

2.2.1 Except for professional dues and licenses of the Project Manager, Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for the permanent changes in existing facilities.

**2.3 OWNERS RIGHT TO STOP THE WORK:** If the Project Manager fails to correct work which is not accordance with the requirements of the contract documents or fails to carry out work in accordance with the requirements of the construction project, the Owner by written order may order the Project Manager to stop the work on the project. Owner's decision not to order the work stopped shall not act as waiver by the Owner to order the work stopped at any time in the future.

## **ARTICLE 3**

### **PROJECT MANAGER**

#### **3.1 GENERAL**

3.1.1 The Project Manager as identified in this Agreement, shall perform the Work (consisting of the review of contract documents of the construction project, drafting of bids, reviewing of bids submitted, and supervision of construction) in accordance with the requirement of the contract documents t and in coordination with the professional assistance of an engineer and/or architect.

#### **3.3 DESIGN, SUPERVISION, AND CONSTRUCTION PROCEDURES:**

3.3.1 The Project Manager, for each assigned construction project, will, in conjunction with necessary architectural and engineering consults, assist in the design of the construction project, draft plans for the work to be done, draft bids, review the bids to ensure they meet requirements, and supervise the construction activities of all successful bidders to ensure timely completion. The Project Manager will at all times use his best skill and attention to his duties and responsibilities under this Agreement.

3.3.2 The Project Manager shall be solely responsible for all construction means, methods, techniques, sequences and the procedures which are in accordance with the professional opinions and recommendations of the Architect and Engineer. Project

Manager coordinate all portions of the construction project to ensure. The Project Manager shall comply with OSHA and all applicable trade – related rules and regulations.

3.3.4 The Project Manager shall at all times shall keep premises free from accumulation of waste materials and debris caused by construction' operations. At the completion of the work, Project Manager shall be responsible for leaving the project site in a neat and orderly condition.

### **3.4 LABOR AND MATERIALS**

3.4.1 The Owner shall provide and pay for labor and necessary materials, and other facilities and services necessary for proper execution and completion of the construction project.

3.4.2 The Project Manager may make substitutions only if allowed by written contract documents and with the consent of the Owner.

3.4.3 The Project Manager shall enforce strict discipline and good order among all persons associated with completion of the construction project. The Project Manager shall not permit employment of unfit persons or persons not skilled in the tasks assigned to them.

### **3.5 WARRANTY**

3.5.1 The Project Manager warrants to the Owner that all materials and equipment furnished under this Agreement will be of good new quality and that all construction work and activities will be provided in accordance with the plans and specifications for the construction project and will be of good quality, free of faults and defects.

### **3.6 USE OF THE SITE**

3.6.1 The Project Manager shall confine operations on the construction project to the areas designed for the work to be done and shall not unreasonably encumber the site with materials or equipment.

3.6.2 Project Manager shall provide necessary precautions to protect public, visitors, and tenants from activities of Project Manager or his agents or subcontractors, or any contractors performing work on the project.

### **3.7 ADDITIONAL REQUIRMENTS**

3.7.1 As necessary, Project Manager shall submit proposed plans and construction requirements to an architect and/or engineer for professional review and evaluation. Project Manager will promptly submit to Owner any written evaluations, reports, or objections to the proposed construction project which are received from an architect and/or engineer.

3.7.2 Project Manager shall effectuate the stoppage of the work on the project or any portion thereof when notified to do so by the Owner, under the terms of this agreement and when unsatisfactory results are anticipated with respect to a proposed change in construction plans.

#### **ARTICLE 4**

##### **COMPENSATION**

4.1.1 Project Manager will be paid a monthly amount of \$6,950.00 for a total yearly compensation not to exceed \$83,400. Each monthly payment will be due on the first day of the month and delinquent after the fifth day of the month.

#### **ARTICLE 5**

##### **TERMINATION BY PROJECT MANAGER**

5.1.1 If the Owner fails to issue a monthly payment before it becomes delinquent the Project Manager may, upon fourteen days written notice to the owner or the owner's designated representative, terminate the Agreement, provide however, that the owner shall first have the opportunity to remit such payment within the fourteen-day period following written notice in order to continue the Agreement.

#### **ARTICLE 6**

##### **TERMINATION OF OWNER**

6.1.1 If the Project Manager defaults or neglects to carry out his responsibilities under this Agreement or fails to perform any provision of this Agreement, the Owner may, after fourteen days written notice to the Project Manager and without prejudice to any other remedy Owner may have, terminate this agreement. Upon a 60 day notice to the Project Manager, the Owner may terminate this agreement for any reason at its option.

#### **ARTICLE 7**

##### **INSURANCE AND BONDS OF SUBCONTRACTORS**

7.1.1 The Project Manager shall assure that all subcontractor and vendors are lawfully authorized to do business in the State of Texas and have such liability insurance, workman's compensation coverage, and bonds as may be necessary to comply with Federal State and local law and requirements to protect the Project Manager and Owner from all claims, included but not limited

to the following, which may arise out of, or result from, the construction project and for which the Project Manager or Owner may be legally liable:

.1 Claims under worker's or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Project Manager's employees or employees of any subcontractor or vendor.

7.1.2 Certificates of insurance acceptable to the owner shall be filled with the Owner prior to commencement of the work on the site of the project.

## **ARTICLE 8**

### **MISCELLANEOUS PROVISIONS**

**8.1 GOVERNING LAW:** This agreement shall be governed by the Laws of the State of Texas.

**8.2 SUCCESSORS AND ASSIGNS:** The Owner and Project Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract documents. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

**8.3 WRITTEN NOTICE:** Written notice shall be deemed to have been duly served if delivered in person to the individual for which it was intended or if delivered or sent by registered or certified mail providing proof of delivery to the last business address known to the party giving notice.

**8.3.1 VENUE:** The venue for any action brought to enforce the provisions of this Agreement shall be in any court competent jurisdiction in Navarro County, Texas

**8.4 TESTS AND INSPECTIONS:** Tests, inspections, and approvals for portions of the work required by the contract documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Project Manager shall make arrangements for such tests, inspections, and approvals with the appropriate public authority. The Project Manager shall give the testing or inspection authority, the Owner's representative and if

requested the Owner's architect and engineer timely notice of where and when the tests and inspections are to be made so that they may observe. The Owner shall bear costs of test, inspections and approvals which are required.

**8.5 EQUAL OPPURTUNITY:** Project Manager and Project Manager's subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Project Manager agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth policies of nondiscrimination.

**8.6 NON-DISCRIMINATION:** In performance of work, Project Manager and subcontractor agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or nation origin.

#### **ARTICLE 9**

##### **PROHIBITION AGAINST PERONAL INTEREST IN CONTRACTS**

**9.1** No officer or employee of Owner shall have a financial interest, direct or indirect, in this agreement or shall be financially interested, directly or indirectly, in the sale of any materials, supplies or services in, under, or related to this agreement and the work performed under the agreement.

#### **ARTICLE 10**

##### **PREVAILING WAGE RATES**

**10.1 PREVAILING WAGE RATE DETERMINATION:** Chapter 2258, Texas Government Code, Title 10, requires state agencies, cities, counties, independent school districts and all other political subdivisions that engage in construction projects using public funds to include prevailing wage rates in the project bid document and the construction contract. Prevailing wage rates are attached as an exhibit to this agreement.

#### **ARTICLE 11**


##### **AUTHORITY TO CONTRACT**

11.1 The County Judge is authorized to execute this agreement upon the Commissioner's Court's approval of the agreement as set forth in the minutes of the Court's February 13th, 2023 meeting.

This agreement is entered into and becomes effective upon the date that It is executed by the last party to sign and date below. Copies are to be delivered to the Project Manager, one to the Owner's architect and engineer for use in performing professional services.

OWNER:

NAVARRO COUNTY, TEXAS



HON. H.M. DAVENPORT, COUNTY JUDGE

DATE: 2-13-23

PROJECT MANAGER:



TRAVIS M. DEMPSEY

DATE: 2-13-23