

CONSTRUCTION CONTRACT AND GENERAL CONDITIONS

Owner	Temple Health & Bioscience Economic Development District
Owner Address	201 Santa Fe Way, Suite 103, Temple, Texas 76501
Contractor	
Contractor Address	
Project	The Link – Utilities and Storm Improvements
Project Address	2222 South 5 th Street, Temple, Texas
Effective Date	
Description of Work*	See Exhibit A – Plans and Specifications

* “**Work**” means all labor, materials, and equipment necessary for Contractor to complete the Project.

1. Work and Order of Precedence: Contractor will perform the Work for the Contract Price and pursuant to this Contract and the Contract Documents. The “**Contract Documents**” include this Contract, any addendum, plans, specifications, drawings, the Request for Bid issued by Owner on July 31, 2026 (the “**RFB**”), and the Contractor’s Proposal in response to the RFB. The order of precedence within the Contract Documents is as follows: this Contract, addendum, plans, specifications, drawings, the RFB, and Contractor’s Proposal. Any reference herein to the Contract includes the Contract Documents.

2. Price and Schedule:

a. Contract Price. The total “**Contract Price**” will not exceed _____.

b. Project Schedule. Contractor will Substantial Completion of the Project within 120 days of receiving the notice to proceed from Owner.

3. Payments:

a. Schedule: Contractor will submit invoices to Owner on a monthly basis for Work performed during the preceding calendar month. Each invoice must include reasonable documentation supporting the amounts invoiced. Owner will remit payment for each invoice, if any, within 30 days after receipt of an acceptable invoice and otherwise in accordance with Tex. Gov’t Code Chapter 2251, the Prompt Payment Act (“**Progress Payment**”). Owner may withhold payments otherwise due to Contractor if Contractor fails to remedy defective Work, Owner has evidence of claims filed or that claims will be filed against the Contractor, or if the Owner believes that the Contractor (i) cannot complete the Work for the unpaid balance, (ii) cannot perform within the time specified, (iii) does not have the financial ability to perform, or (iv) Contractor has allowed its insurance to lapse or has failed to provide evidence of insurance to the Owner.

b. Conditions to Payments: The Owner will not be required to make any payments unless and until Contractor submits with each invoice a duly signed and notarized waiver of lien and an affidavit that Contractor has paid every worker, supplier, materialman, and subcontractor employed by Contractor and has received partial (in the case of progress payments) and final (in the case of final payment) waivers of lien from all subcontractors, suppliers, and materialmen supplying services and/or materials on the Project.

c. Retainage: Owner will withhold 10% of each Progress Payment otherwise due to Contractor as retainage (the “**Retainage**”). Retainage amounts will be held by Owner without obligation to pay interest thereon. Upon Contractor achieving 50% completion of the Work, as certified by Owner’s

engineer, and provided that Contractor's performance has been satisfactory in the reasonable judgment of Owner, Owner will cease withholding Retainage from subsequent Progress Payments. For the avoidance of doubt, any Retainage payments previously withheld will continue to be held by Owner until released as provided in subsection "d" below.

d. Final Payment: Within 30 days following the date of Substantial Completion, Owner will pay to Contractor all accumulated Retainage and any remaining amount of the Contract Price (the "**Final Payment**"), provided that (i) no liens, claims, or stop-payment notices have been filed by any of Contractor's subcontractors, suppliers, or materialmen in connection with the Work; and (ii) Contractor has delivered to Owner lien waivers and releases from all subcontractors, suppliers, and materialmen in form and substance reasonably satisfactory to Owner. If any such lien, claim, or stop-payment notice is outstanding as of the date the Final Payment would otherwise be due, Owner may withhold from the Final Payment an amount sufficient to satisfy such lien, claim, or notice, and will release the balance, if any, to Contractor. Neither payment to Contractor, nor any acceptance, occupation, or utilization of the Project or any part thereof by Owner will relieve Contractor of liability for funds owed to any subcontractors or suppliers, for defective materials, or workmanship used in the construction of the Project; or for failure to construct the Project according to the requirements of the Contract. The acceptance of Final Payment will constitute a waiver of all claims by Contractor against Owner except those previously made in writing and still unsettled.

4. Permits and Fees: Contractor will secure, at its own cost any building permit and Contractor will secure at its own cost other such permits, inspections, licenses, and approvals as may be required under all applicable building codes, ordinances, laws, or regulations for the Work.

5. Compliance with the Law and Taxes: Contractor will comply fully with all Federal, State, and Local laws, codes, and regulations applicable to the Work (including all safety requirements) and Contractor acknowledges that it has informed itself completely in this regard and agrees that it will comply fully therewith. Should Contractor become aware that any provision of this Contract is at variance with any such law, rule, regulation, ordinance, or order, it will promptly give notice in writing to Owner of such variance, and the necessary changes in the Work required by the Contract will be made and adjusted in the manner specified herein for changes in the Work. Contractor will always maintain such safeguards for the protection of persons employed on the Project as the conditions and progress of the Work on the Project may require; and will conspicuously post such signs as may be necessary to warn persons of all hazards as existing where the Project is being erected. Contractor will pay employment and payroll taxes now and hereafter with respect to all persons employed by the Contractor.

6. Labor and Materials: Contractor will provide and pay for all labor, materials, equipment, tools, machinery, and do all other things necessary for the proper performance and completion of the Work. Any material delivered or Work done will become the property of the Owner and will not be removed without the consent of the Owner.

7. Representations of Contractor: Contractor represents and warrants that: (i) it has read all of the terms and conditions of the Contract Documents; (ii) it has physically inspected the job site and is aware of all of the conditions and limitations of the site that might affect the Work contemplated by this Contract; (iii) it is aware of the equipment needed to perform the Work based upon the type and character of the facilities at the job site; and (iv) it is not relying upon any representations or opinions of Owner that are not otherwise contained in this Contract. Based upon these representations and warranties, Contractor will fully perform every detail of the requirements of the Contract and Contractor assumes full risk of any difficulties that might occur in performing the Work. Contractor's failure of performance will not be excused on the basis of ignorance of job site conditions or limitations which give rise to difficulties in doing the Work; nor will it be the basis for extension of time to complete the Work. Contractor warrants that all materials used

in the construction of the Project will be new or repaired as indicated and all workmanship and materials used in the construction of the Project will be of good quality, free from faults and defects and, in conformity with the Contract Documents unless otherwise specified in the Contract. All Work not conforming to these standards will be considered defective.

8. Changes in Work:

a. Change Order. Owner may at any time request changes to the Work by issuing a written change order (“**Change Order**”). A Change Order will describe in reasonable detail the proposed addition, deletion, or modification of the Work.

b. Contractor’s Proposal. Upon receipt of a Change Order request from Owner, Contractor will, within 10 days, submit to Owner a written proposal setting forth: (i) the effect of the proposed change on the Contract Price, including an itemized breakdown of labor, materials, equipment, and overhead costs; (ii) the effect of the proposed change on the Project schedule, including any proposed adjustment to the date of Substantial Completion; and (iii) any other impact on Contractor’s ability to perform the Work.

c. Effective Change Order. No Change Order will be effective or binding upon either party unless and until it is set forth in writing and signed by both Owner and Contractor. Contractor will not proceed with any changed or additional Work until a Change Order has been fully executed by both parties, unless Owner provides written authorization to proceed pending execution of the Change Order.

d. Adjustments. The Contract Price and Project schedule will be adjusted only by a duly executed Change Order. Any adjustment to the Contract Price will reflect the reasonable actual cost of performing the changed Work, plus a markup for overhead and profit not to exceed 15% of direct costs, unless otherwise agreed by the parties.

e. Dispute. If the parties are unable to agree on the terms of a proposed Change Order, Owner may direct Contractor in writing to proceed with the changed Work on a time-and-materials basis, and the dispute regarding pricing or schedule impact will continue to be negotiated by the parties. Contractor will not suspend or delay the Work pending resolution of any such dispute.

9. Warranties; Guarantees:

a. General Warranty and Guaranty: In addition to any warranties outlined elsewhere in the Contract Documents, Contractor warrants to Owner that all Work is executed in accordance with the Contract, is complete in all parts and in accordance with approved practices and customs and is of the required finish and workmanship. Contractor further warrants that unless otherwise specified, all materials and equipment incorporated in the Work under the Contract are new. Owner may, at its option, agree in writing to waive any failure of the Work to conform to the Contract, and to accept a reduction in the Contract Price for the cost of repair or diminution in value of the Work by reason of such defect. Absent such a written agreement, Contractor’s obligation to perform and complete the Work in accordance with the Contract Documents is absolute and is not waived by any inspection or observation by Owner, or others, by making any progress payment or final payment, by the use or occupancy of the Work or any portion thereof by Owner, at any time, or by any repair or correction of such defect made by Owner.

b. Subcontractors: In case of work performed by subcontractors and where warranties or guarantees are required, the Contractor will secure such warranties or guarantees from said subcontractors addressed to and in favor of Owner; deliver copies of same to Owner upon completion of the Work; and guarantee and assume full responsibility for the full period of said warranties or guarantees. Delivery of said warranties or guarantees will not relieve the Contractor from any obligations assumed under any other

provision of the Contract. The warranties and guarantees are not the exclusive remedy of Owner but are in addition to the general obligation of the Contractor to faithfully perform the Contract, and in no way limits the responsibility of the Contractor for faulty materials or workmanship.

c. **Warranty Period:** Except as may be otherwise specified or agreed in the Contract Documents, Contractor will repair all defects in materials, equipment, or workmanship appearing within two years from the date of Substantial Completion of the Work. If Substantial Completion occurs by phase, then the warranty period for that particular Work begins on the date of such occurrence, or as otherwise stipulated on the Certificate of Substantial Completion for the particular Work. For the purposes of this Contract, "**Substantial Completion**" means the date determined by the Contractor and Owner when the Work, or designated portion thereof, is sufficiently complete, in accordance with the Contract, so as to be operational and fit for the use intended.

10. **Indemnification:** Contractor will indemnify, defend, and hold harmless Owner, its officers, directors, board members, employees, agents, and affiliates (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting from (a) any breach by Contractor of its obligations, representations, or warranties under this Contract; (b) any negligent or wrongful act or omission of Contractor or its employees, agents, or subcontractors in connection with the performance of the Work; or (c) any violation of applicable law by Contractor or its employees, agents, or subcontractors in connection with this Contract. Contractor's indemnification obligations under this Section will survive the expiration or earlier termination of this Contract. Owner will provide Contractor with prompt written notice of any claim for which indemnification is sought and will reasonably cooperate with Contractor in the defense of such claim. Contractor will not settle any claim without the prior written consent of Owner, which consent will not be unreasonably withheld, conditioned, or delayed.

11. **Insurance:**

a. **Types of Insurance:** Contractor, at its own expense, will procure, carry, and maintain for all of its operations hereunder insurance approved by the Owner which will include the following:

i. Workers' Compensation Insurance as required by the Texas Workers' Compensation Act, with a policy endorsed to provide a waiver of subrogation as to Owner;

ii. Commercial General Liability insurance, including premises, operations, independent contractor's liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's liability for bodily injury (including death) and property damage with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. All policies required by this subsection (ii) must include coverage extended to apply to completed operations and explosion, collapse, and underground hazards, as well as endorsement CG25031185 or its equivalent. Coverage must be on an "occurrence" basis. Claims made forms are not acceptable; and

iii. Comprehensive Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage of \$1,000,000 per occurrence.

b. **Additional Requirements.** Contractor's insurance may not be canceled, materially changed, or non-renewed except after 30 days written notice has been given to Owner. Contractor's insurance will be deemed primary with respect to any insurance or self-insurance carried by Owner. Owner

must be added as an additional insured on all insurance policies, except for Contractor's Workers' Compensation policy. A waiver of subrogation in favor of Owner must be provided for all policies.

12. Bonds:

a. Construction Bonds: On or before ten days following the Effective Date of this Contract and prior to commencing the Work, Contractor will tender to Owner separate performance and payment bonds, each in the sum of 100% of the total Contract Price, guaranteeing faithful performance of the Work and the fulfillment of any guarantee required, and further guaranteeing payment to all persons supplying labor and materials or furnishing Contractor with any equipment in the execution of the Work, all as required by Tex. Gov't Code, Chapter 2253. Contractor will have no rights under this Contract until such performance and payment bonds are furnished to and approved by Owner.

b. General Requirements:

i. Each bond must be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to Owner, on Owner's form, and in compliance with the relevant provisions of the Texas Insurance Code. In the event either bond is for more than 10% of the surety's capital and surplus, Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized to do business in the State; provided, however, a reinsurer may not reinsure for more than 10% of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, Contractor will, within 30 days after such loss, furnish a replacement bond at no added cost to Owner.

ii. Each bond must clearly and prominently display on its face: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; and (2) the toll-free number maintained by the Texas Department of Insurance under Texas Insurance Code §521.052, together with a statement that the address of the surety company to which any notice of claim should be sent can be obtained by calling the toll-free telephone number.

iii. Any bond submitted that does not comply with the aforementioned requirements must be promptly resubmitted with the correct information provided. Owner may disqualify bid proposals based on noncompliant bond submissions.

c. Power of Attorney: Each bond must be accompanied by a valid power of attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney-in-fact who signs the bond to commit the Contractor to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

d. Bond Indemnification: The process of requiring and accepting bonds and making claims thereunder will be conducted in compliance with Tex. Gov't Code, Chapter 2253. IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, CONTRACTOR WILL FULLY INDEMNIFY AND HOLD OWNER HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.

e. Furnishing Payment Bond Information: Owner will furnish certified copies of the payment bond and the related Contract to any qualified person seeking copies who complies with Tex. Gov't Code § 2253.026.

f. Claims on Payment Bonds: Claims on payment bonds must be sent directly to Contractor and his surety in accordance with Tex. Gov't Code § 2253.041. All payment bond claimants are cautioned that no lien exists on the funds unpaid to Contractor on such Contract, and that reliance on notices sent to Owner may result in loss of their rights against Contractor and/or his surety. Owner is not responsible in any manner to a claimant for collection of unpaid bills and accepts no such responsibility because of any representation by any agent or employee.

13. Termination

a. Termination by Owner for Cause

i. Upon written notice to Contractor, Owner may, without prejudice to any right or remedy, terminate the Contract and take possession of the Project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by Contractor under any of the following circumstances:

(a) Contractor's persistent or repeated failure or refusal, except during complete or partial suspensions of Work authorized under the Contract, to supply enough properly skilled workmen or proper materials;

(b) Contractor's persistent disregard of laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;

(c) Contractor's persistent failure to prosecute the Work in accordance with the Contract, and to ensure its completion within the time, or any approved extension thereof, specified in the Contract;

(d) Contractor's failure to remedy defective work;

(e) Contractor's failure to pay subcontractors, laborers, and material suppliers as required;

(f) Contractor's persistent endangerment to the safety of labor or of the Work;

(g) Contractor's failure to supply or maintain statutory bonds or to maintain required insurance, pursuant to the Contract;

(h) Contractor's breach of the Contract; or

(i) Contractor's insolvency, bankruptcy, or demonstrated financial inability to perform the Work.

ii. Failure by Owner to exercise the right to terminate in any instance is not a waiver of the right to do so in any other instance.

iii. Should Owner decide to terminate the Contract under the provisions of Section 13(a), it will provide to Contractor 10 days prior written notice of termination.

iv. Should Contractor, after having received notice of termination, demonstrate to the satisfaction of Owner that Contractor is proceeding to correct such default with diligence and promptness, the notice of termination may be rescinded in writing by Owner. If so rescinded, the

Work may continue without an extension of time.

v. If Contractor fails, after written notice from Owner to commence and continue correction of such default with diligence and promptness to the satisfaction of Owner within 10 days following receipt of notice, Owner may proceed with termination and arrange for completion of the Work and deduct the cost of completion from the unpaid Contract Price. This amount includes the cost of additional Owner costs such as design services, other consultants, and contract administration. Owner will make no further payment to Contractor unless the costs to complete the Work are less than the Contract Price balance, then the difference will be paid to Contractor. If such costs exceed the unpaid balance, Contractor will pay the difference to Owner within 10 days of Contractor's receipt of Owner's demand for payment. This obligation for payment survives the termination of the Contract.

vi. Owner reserves the right in termination for cause to take assignment of all the contracts between Contractor and its subcontractors, vendors, and suppliers. Owner will promptly notify Contractor of the contracts Owner elects to assume. Upon receipt of such notice, Contractor will promptly take all steps necessary to affect such assignment.

vii. When the Contract is terminated by Owner for cause, the Contractor will not be entitled to recover loss of anticipated profits or consequential or incidental damages.

viii. If Owner sues the Contractor on account of failure to pay such difference in cost upon demand, the Contractor will pay all costs in connection therewith, including reasonable attorney's fees and expenses. These obligations for payment will survive the termination of the Contract.

b. Conversion to Termination for Convenience. In the event that any termination of Contractor for cause under Section 13(a) is later determined to have been improper, the termination will automatically convert to a termination for convenience under Section 13(c) and Contractor's recovery for termination will be strictly limited to the payments allowable under Section 13(c).

c. Termination for Convenience of Owner. Owner reserves the right, without breach, to terminate the Contract prior to, or during the performance of the Work, for any reason. Upon such an occurrence, the following will apply:

i. Owner will immediately notify Contractor in writing, specifying the reason for and the effective date of the Contract termination. Such notice may also contain instructions necessary for the protection, storage or decommissioning of incomplete work or systems, and for safety.

ii. Upon receipt of the notice of termination, Contractor will immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:

(a) stop all work;

(b) place no further subcontracts or orders for materials or services;

(c) terminate all subcontracts for convenience;

(d) cancel all materials and equipment orders as applicable; and

(e) take action that is necessary to protect and preserve all property related to the Contract which is in the possession of Contractor.

iii. When the Contract is terminated for Owner's convenience, Contractor may recover from Owner payment for all Work executed. Contractor may not claim lost profits on other work, lost business opportunities, or any other alleged consequential or incidental damages.

d. **Termination By Contractor.** If the Work is stopped for a period of 90 days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Contractor or subcontractor or their agents or employees or any other persons performing any of the Work under a contract with Contractor, then Contractor may, upon 30 additional days written notice to Owner, terminate the Contract and recover from Owner payment for all Work executed, but not lost profits on other work, lost business opportunities, or other alleged consequential or incidental damages. If the cause of the Work stoppage is removed prior to the end of the 30-day notice period, Contractor may not terminate the Contract.

e. **Cumulative Remedies.** The rights and remedies of Owner under this Contract are cumulative and in addition to, and not in limitation of, any other rights and remedies available at law or in equity. The exercise of any right or remedy by Owner will not preclude the exercise of any other right or remedy under this Contract or otherwise available. No failure or delay by Owner in exercising any right or remedy will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any further exercise of that or any other right or remedy.

14. **Wage Rates.** Pursuant to Tex. Gov't Code Chapter 2258 (the "**Prevailing Wage Law**"), Contractor will not pay less than the wage scale of the various classes of labor as shown on the prevailing wage schedule provided by Owner. The specified wage rates are minimum rates only. Owner is not bound to pay any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract. The prevailing wage schedule is not a representation that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Contractor is responsible for compliance with the Prevailing Wage Law.

15. **Force Majeure.**

a. **Force Majeure Event.** Neither party will be liable to the other for any failure or delay in performing its obligations under this Contract to the extent that such failure or delay results from a Force Majeure Event. A "**Force Majeure Event**" means any event or circumstance beyond the reasonable control of the affected party, including acts of God, flood, fire, earthquake, epidemic, pandemic, war, terrorism, invasion, riot, civil unrest, embargo, strikes or other labor disturbances, governmental action, sanctions, national or regional shortage of adequate power of telecommunications, or any other event or circumstance of like nature that could not have been prevented or overcome by the reasonable efforts of the affected party.

b. **Affected Party.** The party affected by a Force Majeure Event (the "**Affected Party**") will provide written notice to the other party (the "**Non-Affected Party**") as soon as reasonably practicable after becoming aware of the Force Majeure Event, describing in reasonable detail the nature of the event, its expected duration, and the obligations affected thereby. The Affected Party will use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and to resume performance of its obligations as soon as practicable.

c. **Continuance of Force Majeure Event.** If a Force Majeure Event continues for a period exceeding 60 consecutive days, the Non-Affected Party may terminate this Contract upon written notice to

the Affected Party, effective immediately upon delivery of such notice. Upon such termination, neither party will have any further liability to the other arising out of such termination, except that (i) any obligations that accrued prior to the Force Majeure Event will survive, and (ii) the rights and obligations of the parties under any provisions of this Contract that by their nature are intended to survive termination will continue in full force and effect.

d. Suspension of Obligations. During the continuance of a Force Majeure Event, the obligations of the Affected Party that are prevented or delayed by the Force Majeure Event will be suspended, and any applicable time periods for performance will be extended by a period equal to the duration of the Force Majeure Event.

16. General Provisions

a. Incorporated by Reference. All exhibits and attachments and all other documents are incorporated by reference for all purposes.

b. Assignment. Contractor's interest in this Contract, duties and/or fees due may not be assigned or delegated to a third party unless approved in writing by Owner. The benefits and burdens of this Contract are, however, assignable by Owner.

c. Certifications. The Contractor represents and warrants that the Contractor is a validly existing entity, is in good standing under applicable law, and that each person signing on behalf of the Contractor has received all necessary approvals to enter into and execute this Contract.

d. Entire Contract and Modifications. This Contract supersedes all prior negotiations, representations, agreements, and contracts, written or oral, between the Contractor and Owner and constitute the entire agreement between the Parties with respect to the subject matter. This Contract and each of its provisions are binding upon the Parties and may not be waived, modified, amended or altered except by an amendment signed by the Owner and the Contractor.

e. Waivers. No delay or omission by either of the Parties in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any of the provisions of this Contract will impair any such right or power or be construed to be a waiver of the provision(s). A waiver by either of the Parties of any Contract term to be performed by the other Party will not be construed to be a waiver of any subsequent breach or of any other Contract term.

f. Binding Effect/Authorization. This Contract is binding on and inures to the benefit of the Parties and their respective permitted assigns and successors. The Parties each represent and warrant that they have the full right and legal authority to enter into this Contract and to grant the rights and perform the obligations in this Contract and that no third party consent or approval is required.

g. Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to the Contractor one or more representatives to act partially or wholly for Owner in connection with the performance of Owner's obligations under this Contract. The Contractor will act only upon instructions from such representatives unless otherwise specifically notified to the contrary.

h. Notices. All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract will be in writing and will be deemed to have been duly given or served when delivered by email, hand delivery, or by nationally recognized courier service, or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to the Contractor:

Email: _____

If to the Owner:

Attn: _____
201 Santa Fe Way, Suite 103
Temple, Texas 76501
Email: _____

Or to such other person or address as may be given in writing by either Party to the other in accordance with this provision. If the notice is mailed, it will be deemed delivered within 2 days after the post mark date.

i. Severability. In case any provision, for any reason, is held invalid or unenforceable in any respect, such invalidity or unenforceability will not affect any other provision, and this Contract will be construed as if such invalid or unenforceable provision had not been included.

j. Independent Contractor. The Contractor recognizes that it is engaged as an independent contractor. The Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of Owner, and that it will not make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of Owner. Nothing contained in this Contract is deemed to create a partnership, joint venture, employment or agency agreement between Owner and the Contractor.

k. Survival. All obligations of Contractor and Owner under this Contract that expressly or by their nature survive the expiration or termination of this Contract will survive expiration or termination of this Contract and will continue in full force and effect notwithstanding such expiration or termination until they are satisfied in full or by their nature expire.

l. Available Funds. Owner may cancel this Contract at the end of the then current fiscal period if funds are not allotted for the next fiscal year to continue this Contract. Owner may affect such cancellation by giving the Contractor written notice of its intention to cancel not less than 30 days prior to the end of the then current fiscal period, stating its reasons for cancellation. Upon cancellation of this Contract, Owner will not be responsible for the payment of any services received which occur after the end of the current fiscal period.

m. No Third-Party Beneficiaries. Nothing in this Contract will create a contractual relationship between a third party and either Owner or the Contractor.

n. Counterparts and Copies. This Contract may be executed in one or more counterparts, each of which will be deemed to be an original.

o. Access. The Work will be performed by the Contractor in such a manner and at such a time so as to minimize interference with or interruption of the operations of Owner. Without limiting the foregoing, Contractor will comply with all requirements regarding access and rules and procedures for vendors and contractors performing work on the property of Owner.

p. No Conflict of Interest. The Contractor affirms that, to the best of its knowledge, no actual or potential conflict exists between the Contractor's family, business, or financial interests and its services under this Contract, and that it will immediately inform Owner regarding any possible conflict of interest that may arise. The Contractor further affirms that it will not hire any officer or employee of Owner to perform any service covered by this Contract.

q. Anti-Discrimination. The Contractor will not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, veteran status, sex, or disability. Breach of this provision may, at Owner's sole discretion, be considered a material breach of this Contract.

r. Attorney's Fees. Owner will be entitled to recover attorney's fees for breach of an express provision of this Contract by Contractor.

s. Choice of Law and Venue: This Agreement will be interpreted and construed in accordance with the laws of Texas, without giving effect to choice of law rules. Each Party hereby consents to exclusive jurisdiction and venue in the courts located in Bell County, Texas.

t. NEITHER THE EXECUTION OF THIS CONTRACT, NOR ANY CONDUCT OF ANY REPRESENTATIVE OF BELL COUNTY WILL WAIVE OR BE CONSIDERED A WAIVER OF IMMUNITY TO SUIT.

(Signature Page to Follow)

