

1910 E. SE Loop #312 \* Tyler, TX 75701 \* (800) 527-4981 \* Fax (866) 469-1419

August 27, 2019

Sheriff Kenny Lemons Clay County Sheriff's Office 215 W. Gilbert Street Henrietta, TX 76365

Sheriff Lemons,

Thank you, for the recent invitation and opportunity to tour your facility.

During our brief walk through, I noted the security issues of which you need to be aware. These security issues, some of which are also <u>life safety issues</u>, constitute a tremendous liability to the staff, facility, and county alike, are noted below. There are approximately twenty-five (25) detention doors. This count does not include food pass locks or pipe chase doors. The following deficiencies currently exist:

Door#

Deficiency Noted

Lobby

NO Deadlock, Improper Status Indication

Booking Slider

Sticks on the Open Side

49 60 Improper Status Indication Improper Status Indication

All remaining detention doors, food pass doors, and pipe chase doors with all related hardware needs cleaned, adjusted, and lubricated according to manufacture recommendations.

It is the recommendation of Integrity Steel Works, Inc. that Clay County, at the earliest possible time, address these issues in order to insure safety, security, and proper operation of the facility.

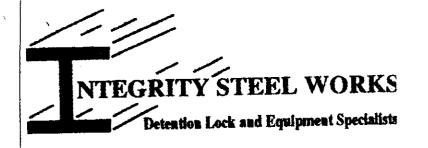
It is the recommendation of the detention equipment manufacturer, due to the weight of the doors, the excessive use of the doors, and the abuse of the doors, that all high traffic detention doors and equipment is cleaned, adjusted, and lubricated, and maintained every six (6) months by qualified trained personnel. All remaining doors and equipment serviced annually.

Again, thank you for the opportunity to visit with you and to view your facility.

Craig Werner

Integrity Steel Works, Inc.

903-852-2285



PROPOSAL/CONTRACT

DATE

NUMBER

8/27/19

20190827-R&M1

August 27, 2019

Sheriff Kenny Lemons Clay County Sheriff's Office 215 W. Gilbert Street Henrietta, TX 76365

Sheriff Lemons:

#### I. SUMMARY

Integrity Steel Works, Inc. is pleased to present Proposal/Contract Letter #20190827-R&M1to the Clay County Sheriff's Office, located in Henrietta, TX. This proposal establishes fixed pricing for the maintenance and repair of approximately forty (25) detention doors and pertinent equipment at the above named facility. Term of Proposal/Contract #20190827-R&M1is for a period of one budget year (2018/2019) with one visit per year, after which this proposal/contract will be reviewed.

## II. PROJECT SCOPE

Integrity Steel Works will proceed on this project as outlined in this proposal. Integrity Steel Works excludes any work concerning the security electronics system and all other electrical work, as well as the intercom (when applicable). Integrity Steel Works, Inc. is not responsible for any finished paint or damage done to paint during lock repair and scheduled maintenance. The work will be done at the above listed facility's location. Summary of Work:

1. Clean, Adjust, and Lubricate all Detention Locks

2. Calibrate and Adjust Limit Switches to Insure Proper Lock Indication

3. Re-adjust Doors to Proper Alignment

4. Troubleshoot all Detention Hardware (locks, hinges, food pass doors)

5. Tighten / Replace Missing Screws on all Detention Hardware (locks, hinges, food pass doors)

6. Verify Manual Release

7. Verify Electrical Operation

8. Advise Personnel of any Additional Deficiencies

Authorized Representative's Initials

Proposal/Contract #20190827-R&M1 Clay County Sheriff's Office Page 1 of 3

## III. COMPENSATION

Total cost of entire project work is \$3,978.34.

This price <u>does not</u> include the cost of any replacement parts that may be required once project has commenced. If replacement parts are necessary, a separate purchase order is required.

The signed acceptance and return of this proposal/contract for \$3,978.34 is due to initiate scheduling and work. Contract amount is due upon completion of job. Any additional work outside this agreement will require a signed work order and invoiced separately.

#### IV. E-VERIFY PROGRAM

Integrity Steel Works, Inc. shall provide documentation to Clay County if required evidencing that Integrity Steel Works, Inc. has enrolled in and is participating in the E-Verify program regarding eligibility status of all newly hired employees of Integrity Steel Works, Inc. Integrity Steel Works, Inc. is not required to verify the work eligibility status of newly hired employees if the E-Verify program no longer exists. Integrity Steel Works, Inc. does not knowingly employ any unauthorized alien.

## V. LIMITATION OF LIABILITY

Neither party shall be liable to the other for incidental, consequential, indirect, special, or commercial loss damages arising out of obligations of performance under this proposal. All liability of Integrity Steel Works under this project, as determined by law or otherwise, is limited to fees paid by Logan County.

#### VI. INDEMNITY

Mutual Indemnification: Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, and hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract.

## VII. WARRANTY

Integrity Steel Works warrants only the work done by Integrity Steel Works under this proposal. Integrity Steel Works, for a period of 30 days, will repair / readjust any lock and or pertinent equipment that malfunction during this time. Replacement doors and parts warranted under original manufactures warranty. This warranty does not cover the repair / replacement of any equipment damaged or destroyed by the abuse, misuse, and or negligence by staff or inmates. All additional work billed separately.

Authorized Representative's Initials

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# VIII. ARBITRATION/MEDIATION

The parties agree to submit any dispute arising under this contract to the Texas Association of Mediators. Mediation to take place in Tyler, Texas, Smith County. In the event the parties are unable to agree on a mediator, the Texas Association of Mediators will choose the mediator

## IX. PROPOSAL/CONTRACT ACCEPTANCE

This proposal/contract is good for 90 days. By signing below, the parties agree to the terms as stated in Proposal/Contract #20190827-R&M1as the terms of the contract for this project. Clay County may initiate this project by the execution of this contract Proposal/Contract by an authorized representative and return of the document to Integrity Steel Works, Inc.

Thank you for this opportunity. We look forward to working with the Clay County Sheriff's Office on this project.

Craig Werner, President Integrity Steel Works, Inc. 1910 E. SE Loop 323 #312

Tyler, TX 75701

(903) 852-2285 FAX (866) 469-1419

c.werner@integritysteelworks.com

Proposal/Contract # 20190827-R&M1, dated August 27, 2019

Accepted for Clay County Sheriff's Office:

Signature:	Signature:
Name (please print): Mike (amphell	Name (please print):
Title: County Judge	Title:
Date: 0 Ct. 14, 2019	Date:
Phone: 940538 4651	Phone:
Email: Mike. Campbell a co. Clay. +x. us	Email:

Authorized Representative's Initials
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