



Request for City Manager Signature

Project Name/Contract Number:	Search Engine Marketing	# 2025-004
Department Contact / Department Name:	Jared Stratemann	CVB
Date of City Council Approval: (Past or Recent)	October	
Return Signed Document to:	Angela Hernandez	Ext. 8181

Background/Purpose:

Please sign attached ACIS1 for renewal of contract.

This contract renewal is for a one (1) year term, 10/24/25 – 10/23/26, for \$61,000.00, with three (3) optional one (1) year renewals, for a maximum of five (5) years.

The Local Government Code, Section 252.022(16) permits an exemption from the competitive bidding process for advertising

Funding:

Project Number	Fund	Phase	GL Account	Amount
NTE				\$61,000.00

Reviewed / Approved:

User Department Director:		Date:	
Purchasing / Contracting POC:	Angela Hernandez	Date:	
Finance Director: (CDBG-DR)	N/A	Date:	
Purchasing Manager:		Date:	
Procurement Program Administrator:		Date:	

AUTHORIZATION OF CHANGE IN SERVICE

CONTRACT NAME:	Search Engine Marketing	NUMBER:	2025-004
CONTRACTOR:	Madden Reprint Media, LLC		
ORIG. CONTRACT DATE:	October 24, 2024	RESOLUTION NO:	
CITY REPRESENTATIVE:	Jared Stratemann	DEPT:	CVB
DATE:	September 18, 2025	ACIS NO.:	1

DESCRIPTION OF WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES:

This contract is hereby renewed pursuant to the terms of the original contract for the following term: October 24, 2025 through October 23, 2026, in the amount of \$61,000.00. This renewal includes three (3) optional one (1) year renewals, for a maximum of five (5) years.

Pricing and scope of services will be as set out in the attached quote.

Parties agree to be bound by the Standard Terms & Conditions found at sanmarcostx.gov/StandardTermsandConditions which shall control over any other terms. This Agreement shall be governed by the laws of the State of Texas and jurisdiction over any dispute related to this Agreement shall be in the courts of Hays County, Texas.

Original Contract Amount:		\$61,000.00
Previous Increases in Contract Amount:		\$0.00
CURRENT CONTRACT AMOUNT:		\$61,000.00
This Increase in Contract Amount:		\$61,000.00
REVISED CONTRACT AMOUNT:		\$122,000.00

CONTRACTOR:

Signature

Date

Print Full Name / Title (if not in individual capacity)

CITY:

Signature

Date

Print Name / Title



31 N 6th Ave.
Suite 105-157
Tucson, AZ 85701
Office: 520.322.0895
mmcontracts@maddenmedia.com

Contract Number 00010074

Expiration Date 9/30/2026

Account Name San Marcos Convention & Visitor Bureau

Contact Name Veronica Bradshaw

Email vbradshaw@sanmarcostx.gov

Bill To Account San Marcos Convention & Visitor Bureau

Bill To Account 617 IH-35 N

Address San Marcos, TX 78666

Product	Sales Price	Quantity	Total Price	Line Item Description
Google Responsive Display (CPM)	USD 25,000.00	1.00	USD 25,000.00	Deliverable: 7,937,000 impressions
Google RLSA - General Leisure (CPC)	USD 16,000.00	1.00	USD 16,000.00	Deliverable: 9,143 clicks
Google SEM - General Leisure (CPC)	USD 20,000.00	1.00	USD 20,000.00	Deliverable: 22,222 clicks

Description FY 25-26 (Oct 25-Sept 26) Google SEM &
Google Responsive Digital Marketing
Campaigns.

Subtotal USD 61,000.00

Grand Total USD 61,000.00

Terms & Conditions

[Madden Media Standard Terms & Conditions for Digital Marketing Services](https://maddenmedia.com/mm_digital_terms)

https://maddenmedia.com/mm_digital_terms

[Madden Media Standard Terms & Conditions for Print Production and Advertising Services](https://maddenmedia.com/mm_print_terms)

https://maddenmedia.com/mm_print_terms

[Madden Media Standard Terms & Conditions for Professional Services](https://maddenmedia.com/mm_prof_services_terms)

https://maddenmedia.com/mm_prof_services_terms

[Madden Media Standard Terms & Conditions for Madden Voyage and Voyage+ Services](https://maddenmedia.com/mm_voyage_terms)

https://maddenmedia.com/mm_voyage_terms

By signing and accepting below you are acknowledging that you have read and agree to the specific terms outlined in this document and wish to proceed with the implementation of the aforementioned products and services.

Authorized signature:

Print Name:

Date:



CONTRACT NUMBER 2025-004
AGREEMENT BETWEEN THE CITY OF SAN MARCOS
AND MADDEN REPRINT MEDIA, LLC.
FOR
SEARCH ENGINE MARKETING

This Agreement (“**Agreement**”) is entered into by and between THE CITY OF SAN MARCOS, a municipality in the State of Texas (“**City**” or “**Owner**”), and Madden Reprint Media, LLC, 31 N. 6th Ave., Suite 105-157, Tucson, AZ 85701 (“**Contractor**” or “**Firm**”) and is effective for all purposes as of the date of the last signature to this Agreement (“**Effective Date**”).

City and Contractor, the “Parties”, agree as follows:

1. **Services.** Contractor will perform the Services for search engine marketing (“**Services**” or “**Project**”) and provide deliverables (“**Deliverables**”) set forth in **Exhibit 1**, attached and incorporated for all purposes, to the satisfaction of City.
2. **Term/Duration.** The term (“**Term**”) of this Agreement will commence on the Effective Date and will continue for one (1) year term, unless sooner terminated as provided herein. The contract will be automatically renewed for up to four (4) additional one (1) year periods, provided all terms and conditions remain in full force and effect except for the contract period being extended or any price redetermination for a maximum contract period not to exceed five (5) years. Either party may decline to renew the contract by providing written notice to the other party at least than ninety days (90) prior to renewal of this contract, nor later than the final day of the contract period. This automatic renewal requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend will cause the contract to expire on the original or mutually agreed upon date.
3. **Compensation.** Contractor’s fees for the Services are set forth in **Exhibit 1**, for sixty one thousand Dollars (\$61,000.00) annually.
4. **Payments.** City will pay to Contractor compensation for performance of the Services within thirty (30) days after receipt of an appropriate invoice and City’s approval of Services. Payment will be made in accordance with the Texas Prompt Payment Act, currently codified in Chapter 2251, *Texas Government Code*. Payment for delivery of Services rendered will not be unreasonably withheld or delayed. If City disapproves any amount submitted for payment by Contractor, City will give Contractor specific reasons for disapproval in writing within a reasonable time. Upon resolution of any disputed charges, Contractor will re-invoice such remaining charges to City.
 - 4.1 Payment(s) will be made by the City upon the completion and acceptance of the work performed under this contract, and submission of an original invoice to the City of San Marcos, Accounts Payable Division, 630 East Hopkins Street, San Marcos, Texas 78666, or cosmap@sanmarcostx.gov.
 - 4.2 Invoices will include the Contract Number, work description, unit price, quantity, extended price, as applicable.
 - 4.3 Invoices must be submitted to the City no later than sixty (60) days following completion of work/delivery of Services.

5. **City's Representative.** The City designates the following individual as its representative authorized to act in the City's behalf with respect to this Agreement. The City representative's contact information is:

Jared Stratemann | Administrative Assistant
Convention and Visitors Bureau
617 IH-35 North
San Marcos, Texas 78666
Telephone: 512.393.5936
Email: jstrateman@sanmarcostx.gov

+WARRANTIES, TERMS, AND REPRESENTATIONS

6. **Compliance with Laws and Policy.** Contractor warrants and agrees that Contractor will perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City's Rules and "**Standard Terms and Conditions**" found at sanmarcostx.gov/StandardTermsandConditions, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
- 6.1 Contractor will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.
7. **Performance.** Contractor represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement will be performed consistent with generally prevailing professional or industry standards.
8. **Authority.** Contractor represents and agrees that this Agreement reflects Contractor's full and correct name, and that Contractor is entering into this Agreement in an individual capacity/with authorization on behalf of the named entity.
9. **Conflict of Interest.** Contractor represents and agrees that Contractor presently has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.
10. **Deliverables and Use of Documents.** All applicable drawings, specifications, plans, computations, data, photographs, records, models, statements, reports, and other deliverables or materials prepared or produced by Contractor in connection with the Services (collectively, "**Service Deliverables**"), whether or not accepted or rejected by City, are the property of City and for its exclusive use and re-use at any time without further compensation and without any restrictions. Contractor will not sell, disclose, or obtain any other compensation for the Service Deliverables. Contractor will not use Service Deliverables in any manner for any other purpose without the express written consent of City.
11. **Assignment.** Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, without the express written consent of City. The benefits and burdens of this Agreement are assignable by City.
12. **INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO**

(I) ANY ACTION BY CONTRACTOR OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF CONTRACTOR OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONTRACTOR OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF CONTRACTOR TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY CONTRACTOR, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

13. Order of Precedence. When applicable, this Agreement includes by reference, the provisions of the solicitation documents, Contractor's response to the solicitation, and exhibits or attachments to this Agreement. In case of any conflict among the provisions of this Agreement and the provisions of any exhibits or attachments to this Agreement, this Agreement will govern and control.

14. Insurance and Liability: During the period of the resulting contract, the Contractor will maintain, at its expense, insurance with limits not less than those prescribed below. Insurance underwriters will be acceptable to the City. With respect to required insurance, the Contractor will:

14.1 Name the **City of San Marcos, c/o Purchasing and Contracting Division, 630 East Hopkins Street, San Marcos, Texas 78666** as an additional insured.

14.2 Provide the City with a thirty (30) days' written notice to the Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.

14.3 Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided will not be construed as a waiver of Insured's obligation to maintain such insurance.

14.4 Provide the City of San Marcos Purchasing and Contracting Division, 630 East Hopkins Street, San Marcos, Texas 78666, a Certificate of Insurance evidencing required coverage before execution of contract.

14.5 Submit a Certificate of Insurance reflecting coverage as follows:

Business automobile liability insurance with minimum limits of liability for bodily injury and property damage combined of not less than \$1,000,000 per occurrence. Contractor will maintain a standard ISO version of Business automobile liability insurance or its equivalent providing coverage for all owned, non-owned and hired automobiles. City will be included as an additional insured party.

Commercial General Liability Insurance: Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than \$1,000,000 combined single limit, per occurrence, and \$2,000,000 aggregate. City will be included as an additional insured party.

Umbrella or Excess Liability Coverage: Not less than \$1,000,000 per occurrence and in the aggregate. This coverage typically sits above the underlying General Liability, Automobile Liability and Professional Liability policies. Depending upon the scope and work to be performed in the proposed agreement, this policy may be required in order for the vendor to be able to meet the minimum insurance requirements.

Workers' compensation insurance in accordance with and as required by the Workers' Compensation Act of the State of Texas in amounts sufficient to satisfy statutory requirements or \$500,000.00/\$500,000.00 for Employer's Liability.

Certificate of coverage or certificate means a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

15. **Additional Services/Change or Delay in Services.** If the City or Contractor requires a change or amendment to this Agreement or its Exhibits, the Authorization of Change in Services Form, Exhibit 2 will be used to make such addition or change. The Authorization of Change in Services Form must be agreed to and signed by both parties before any change to this Agreement is effective.

MISCELLANEOUS PROVISIONS

16. **Entire Agreement.** This Agreement supersedes all prior agreements, written or oral, between the Contractor and City and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.
17. **Applicable Law/Venue.** The Agreement will be governed by and construed under the laws of the State of Texas. Any controversy, claim or dispute arising out of or relating to this Agreement will be brought in a state court of competent jurisdiction in Hays County or, if in federal court, in the Federal Western District of Texas, Austin Division for trial.
18. **Waiver.** A delay or omission by either party in exercising any right or power under the Agreement shall not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement shall not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement.
19. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination shall not affect any other provision of this Agreement which shall be interpreted as if the invalid or unenforceable provision had not been included.
20. **Independent Contractor.** Contractor recognizes that it is engaged as an independent contractor and acknowledges that the City shall have no responsibility to provide Contractor or its employees with any benefits normally associated with employee status. The Contractor will neither hold itself out as nor claim to be an officer, partner, employee or agent of City.
21. **Family Code Child Support Certification.** If State funds are being used in in the procurement of the services described in Exhibit 1, pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
22. **Prohibition on Contracts with Companies Boycotting Israel.** Pursuant to Chapter 2271 and 808, Texas Government Code, the Contractor certifies that is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- 23. Section 2252 Compliance.** Section 2252 of the Texas Government Code restricts the Owner from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. The Contractor hereby certifies that is not ineligible to receive the award of or payments under this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.
- 24. Prohibition on Contracts with Certain Foreign-Owned Companies.** Section 2274 of the Texas Government Code (SB2116) restricts the City from contracting with companies that do business with certain foreign-owned companies in connection with critical infrastructure if the company is granted direct or remote access; and if the company is owned by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a “designated country”, or headquartered in China, Iran, North Korea, Russia, or a designated country. Designated country is Governor-designated country as a threat to critical infrastructure. By signing below as an authorized signer, the Bidder hereby certifies that it does not do business with certain foreign-owned companies in connection with critical infrastructure as described herein. Failure to maintain the requirements under this provision will be considered a material breach.
- 25. Non-Discrimination.** The Contractor understands and certifies that it is an Equal Opportunity Employer and does not and will not discriminate in employment and in subcontracts based on race, color, sexual orientation, gender identity, national origin, sex, age, disability or economic condition and prohibits retaliation, discharge, or discrimination against any employee or applicant for employment or against any subcontractor or supplier.
- 26. Proprietary Interests.** All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Contractor in the performance of services for Owner, which is not generally known to the public, shall be confidential and Contractor shall not disclose any such confidential information, unless required by law. The Contractor shall not announce or advertise its engagement by City in connection with the Project or publicly release any information regarding the Project without the prior written approval of City.
- 27. Termination Due to Loss of Funding.** If City funds are utilized to fund any part of this Agreement, the Contractor understands that those City funds for the payment for work performed by the Contractor under this Agreement have been provided through the City’s budget approved by City Council for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. The City cannot guarantee the availability of funds and enters into this Agreement only to the extent such funds are made available. The Contractor acknowledges and agrees that it will have no recourse against the City for its failure to appropriate funds for the purposes of this Agreement in any fiscal year other than the year in which this Agreement was executed. The fiscal year for the City extends from October 1st of each calendar year to September 30th of the following calendar year.
- 28. Ethics Matters; No Financial Interest.** Contractor and its employees, agents, representatives, and subcontractors have read and understand City’s Ethics Policy available at <http://www.sanmarcostx.gov/380/Ethics>, and applicable state ethics laws and rules. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause City employees to violate City’s Conflicts of Interest Policy, provisions described by City’s Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the City Council of San Marcos has a direct or indirect financial interest in the transaction that is the subject of this Agreement.
- 29. Subcontracting.** The Contractor will not subcontract any work under this Agreement without prior written approval from the City. In the event approval is given by the City, the Contractor will specify any work or services, the appropriate insurance requirements and miscellaneous provisions by separate written agreement with the subcontractor.
- 30. Mutual Waiver of Consequential Damages.** In no event shall either party be liable, whether in contract or tort or otherwise, to the other party for loss of profits, delay damages, or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

- 31. Force Majeure.** Contractor shall have no liability for any delay caused by an event of force majeure, the City or any of its consultant's or contractors, or circumstances outside of its reasonable control.
- 32. Termination for Convenience.** The City's City Manager or the City Manager's designee may terminate the Agreement at any time upon thirty (30) calendar days' notice in writing to the Contractor. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the Agreement. As soon as practicable after the receipt of notice of termination, Contractor shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under the Agreement to date of termination. The City agrees to compensate the Contractor for that portion of the prescribed charges for which the services were actually performed, or items delivered under the Agreement and not previously paid.
- 33. Notices.** All notices referenced in this Agreement shall be provided in writing. Notices shall be deemed effective when delivered by hand delivery or on the third business day after the notice is deposited in the U.S. Mail. Notices shall be sent to the following addresses:

If to City: The City of San Marcos
630 East Hopkins Street
San Marcos, Texas 78666
Attn: City Purchasing Manager's Office
cosmpurchasing@sanmarcostx.gov

With Copies to: The City of San Marcos
630 East Hopkins Street
San Marcos, Texas 78666
Attn: City Attorney's Office
LegalInfo@sanmarcostx.gov

If to Contractor: Madden Reprint Media, LLC
31 N. 6th Avenue, STE 105-157
Tucson, AZ 85701
Attn: Holly Russell
mmcontracts@maddenmedia.com

The parties may designate alternative persons or addresses for receipt of notices by written notice.

- 34. Dispute Resolution.** If a dispute arises out of or relates to the Agreement or these Terms and Conditions, or a breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert.

The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

- 35. Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.** Section 2274 of the Texas Government Code (SB19) restricts the City from contracting with companies that discriminate against firearm and ammunition industries. By signing below as an authorized signer, the Contractor certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate against the same during the term of this contract. (Only applies to companies with 10 or more full-time employees and for a contract value greater than \$100,000.) Failure to maintain the requirements under this provision will be considered a material breach.
- 36. Prohibition on Contracts with Companies Boycotting Certain Energy Companies.** Section 2274 of the Texas Government Code (SB13) restricts the City from contracting with companies that boycott energy companies. By signing below as an authorized signer, the Contractor certifies that it does not have a practice, policy, guidance, or directive boycotting energy companies, and will not discriminate against the same during the term of this contract. (Only applies to companies with 10 or more full-time employees and for a contract value greater than \$100,000.) Failure to maintain the requirements under this provision will be considered a material breach.
- 37. WARRANTY AND DEGREE OF CARE. CONTRACTOR WARRANTS THE MATERIALS USED SHALL BE FREE OF DEFECT OR FAILURE FOR A PERIOD OF AT LEAST ONE YEAR FROM THE DATE OF COMPLETION OF THE SERVICES AND THAT ALL SERVICES PROVIDED BY CONTRACTOR SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS AGREEMENT AND IN ACCORDANCE WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY COMPETENT CONTRACTORS IN TEXAS APPLICABLE TO THE TYPE OF SERVICES CONTEMPLATED HEREUNDER. IN THE EVENT ANY DEFECT IS DISCOVERED OR DEVELOPS IN MATERIALS PROVIDED BY CONTRACTOR OR WORK PERFORMED BY CONTRACTOR WITHIN ONE YEAR AFTER COMPLETION OF THE SERVICES, CONTRACTOR WILL REPAIR OR REPLACE ANY SUCH MATERIALS OR WORK SO THAT IT IS NOT DEFECTIVE AND MEETS THE REQUIREMENTS OF THIS AGREEMENT.**