

\*\*\*\*PUBLIC NOTICE\*\*\*\*



**CITY COUNCIL WORKSHOP AND REGULAR SESSION**  
**Thursday, May 18, 2023 at 5:45 PM**  
**City Hall | 3300 Corinth Parkway**

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Pursuant to section 551.127, Texas Government Code, one or more council members or employees may attend this meeting remotely using videoconferencing technology.

View live stream: [www.cityofcorinth.com/remotesession](http://www.cityofcorinth.com/remotesession)

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**A. NOTICE IS HEREBY GIVEN** of a Workshop Session and Regular Meeting of the Corinth City Council.

**B. CALL TO ORDER**

**C. WORKSHOP AGENDA**

1. Receive a report, hold a discussion, and give staff direction on over 65 tax exemption options.
2. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.

**D. ADJOURN WORKSHOP**

**E. CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE**

**F. PROCLAMATIONS AND PRESENTATIONS**

1. Formal swearing-in of Mayor, Council Member Places 2 and 5.
2. Presentation and proclamation honoring the Corinth Youth Advisory Council.

**G. CITIZENS COMMENTS**

Please limit your comments to three minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Council is prohibited from acting on or discussing items brought before them at this time.

**H. CONSENT AGENDA**

All matters listed under the consent agenda are considered to be routine and will be enacted in one motion. Should the Mayor or a Council Member desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

3. Consider and act on minutes from the April 6, 2023, City Council Meeting.
4. Consider and act on minutes from the April 20, 2023, City Council Meeting.
5. Consider and act on minutes from the May 4, 2023, City Council Meeting.
6. Consider and act on an extension of the Agreement for towing services between the Pro Tow Wrecker and Recovery System, Inc., and the City of Corinth.
7. Consider and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from SF-2 Single Family Residential to a Planned Development with a base zoning district of MF-1 Multi-Family Residential, on approximately

9.007 acres generally located on the west side of Parkridge Drive, between Meadowview Drive and FM 2181. (Case No. ZAPD21-0002 – Quarry Multi-Family)

8. Consider and act on a contract with Grand Landscape for the irrigation throughout the City, and the multipurpose field repairs, for the amount not to exceed \$160,000 and authorize the City Manager to execute the necessary documents.

#### **I. BUSINESS AGENDA**

9. Discuss and consider approval of Mayor Pro Tem.
10. Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2022-2023 budget and annual program of services to provide for the expenditure of funds to pay for wastewater pipeline repairs; and providing an effective date.
11. Consider and act on ratifying the contract with National Water Main Cleaning Company, for the installation of Cured In Place Piping (CIPP) for the sewer main the inverted siphon near the golf course in the amount not to exceed \$409,009.77 and authorize the City Manager to execute the necessary documents.

#### **J. COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Council Member may direct that an item be added as a business item to any future agenda.

#### **K. EXECUTIVE SESSION\*\***

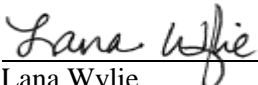
In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the “Texas Open Meetings Act”), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

**Section 551.071 - Legal Advice.** (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflict with Chapter 551.

#### **L. RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON EXECUTIVE SESSION ITEMS**

#### **M. ADJOURN**

\*\*The City Council reserves the right to recess into closed session at any time during the course of this meeting to discuss any of the matters posted on this agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Section 551.071, "Consultation with Attorney" for the purpose of receiving legal advice. Posted on this 15th day of May 2023, at 5:00 P.M., on the bulletin board at Corinth City Hall.

  
\_\_\_\_\_  
Lana Wylie  
City Secretary  
City of Corinth, Texas



# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	5/18/2023	<b>Title:</b>	Over 65 Tax Analysis
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  N/A		

**Item/Caption**

Receive a report, hold a discussion, and give staff direction on over 65 tax exemption options.

**Item Summary/Background/Prior Action**

Property Tax in Texas is a locally assessed and locally administered tax. Property tax brings in the most money of all taxes available to local government and pays for roads, police and firemen, emergency response services, parks and other services provided by local government.

For persons age 65 or older or disabled, Tax Code Section 11.13(d) allows any taxing unit the option to decide locally to offer a separate residence homestead exemption. This local option exemption cannot be less than \$3,000. To qualify for the age 65 or older local option exemption, the owner must be age 65 or older and live in the house.

The Tax Code also permits counties, cities, community college districts to establish an ad valorem tax freeze on residence homesteads of the disabled and of the elderly and their spouses. The tax freeze sets a cap, or ceiling, on the amount of property taxes paid annually.

**Staff Recommendation/Motion**

N/A



# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	5/18/2023	<b>Title:</b>	Election   Swearing-in
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Formal swearing-in of Mayor, Council Member Places 2 and 5.

**Item Summary/Background/Prior Action**

On May 6, 2023, the City’s General Election was held under the provisions of the City Charter and the Election Code to elect Council Members to Mayor, Place 2, and Place 5, to the City Council of the City of Corinth, Texas.

The City Council, acting as the canvassing board of the general election, verified the figures and canvassed the results of the General Election held on May 6, 2023, during a Special Session on Tuesday, May 16, 2023.

**Financial Impact**

N/A

**Staff Recommendation/Motion**

N/A



# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	5/18/2023	<b>Title:</b>	Proclamation   Youth Advisory Council
<b>Strategic Goals:</b>	<input checked="" type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  N/A		

**Item/Caption**

Presentation and proclamation honoring the Corinth Youth Advisory Council.

**Item Summary/Background/Prior Action**

The Corinth Youth Advisory Council was established in 2020 to encourage local students aged 14-18 to become involved in municipal government through monthly meetings, volunteer projects, and special events.

This proclamation honors the students for the time and dedication to the organization and the City of Corinth.



# PROCLAMATION

## *Honoring Corinth Youth Advisory Council 2022-2023*

- WHEREAS,** *the City of Corinth, a place for families, takes pride in its sense of community and youth involvement; and*
- WHEREAS,** *the Corinth Youth Advisory Council was established in 2020 to provide youth increased opportunities; and*
- WHEREAS,** *the vision of the Corinth Youth Advisory Council is to create programs and partnerships that build character and integrity; and*
- WHEREAS,** *the Youth Council has participated in city events including the Pumpkin Palooza, Drive In Movie, Easter Eggstravaganza, State of the City, Movie in the Park, and hosted a Donation Drive for the local animal shelters; and*
- WHEREAS,** *the Youth Council provided nearly 150 hours of community service since its establishment; and*
- WHEREAS,** *the Youth Council demonstrated hard work, commitment and innovation in their endeavors.*

**THEREFORE, BE IT RESOLVED** that, I, Bill Heidemann, Mayor of the City of Corinth, do hereby honor the Youth Advisory council for their service to the City of Corinth.

Signed this 18<sup>th</sup> day of May 2023.

\_\_\_\_\_  
Bill Heidemann, Mayor  
City of Corinth, Texas



# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	5/18/2023	<b>Title:</b> Minutes   Approval of Meeting Minutes
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

**Item/Caption**

Consider and act on minutes from the April 6, 2023, City Council Meeting.

**Item Summary/Background/Prior Action**

Attached are the minutes, in draft form, and are not considered official until formally approved by the City Council.

**Staff Recommendation/Motion**

Staff recommends approval of the minutes.



# CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUTES

Thursday, April 06, 2023 at 5:45 PM

City Hall | 3300 Corinth Parkway

View meeting via Audio/Video: [Video](#)

**STATE OF TEXAS  
COUNTY OF DENTON  
CITY OF CORINTH**

On this, the 6th day of April 2023, the City Council of the City of Corinth, Texas, met in Workshop & Regular Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

**Council Members Present:**

- Bill Heidemann, Mayor
- Sam Burke, Mayor Pro Tem
- Scott Garber, Council Member
- Steve Holzwarth, Council Member
- Tina Henderson, Council Member
- Kelly Pickens, Council Member

**Staff Members Present:**

- Scott Campbell, City Manager
- Lana Wylie, City Secretary
- Patricia Adams, City Attorney
- Jerry Garner, Police Chief
- Lee Ann Bunselmeyer, Director of Finance & Strategic Services
- John Webb, Director of Development Services
- Elise Back, Director of Economic Development
- Andrea Parker, Engineering Services Coordinator
- Brenton Copeland, Chief Technology Officer
- Cesar Balderas, Technology Services Specialist III
- Lance Stacy, City Marshal

**CALL TO ORDER**

Mayor Heidemann called the Workshop Meeting to order at 5:45 P.M.

**WORKSHOP AGENDA**

1. Receive a report, hold a discussion, and provide staff direction on Pumpkin Palooza and the City’s special event program.

The item was presented and discussed.

2. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.

No items for the Regular Session Meeting were discussed.

**ADJOURN WORKSHOP**



Mayor Heidemann adjourned the Workshop Session at 6:13 P.M. and immediately convened into Executive Session.

**EXECUTIVE SESSION\*\***

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the “Texas Open Meetings Act”), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

**Section 551.071 - Legal Advice.** (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflict with Chapter 551.

- a. Unauthorized third-party use of City-owned property and authorization of eviction proceedings.

**RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON EXECUTIVE SESSION ITEMS**

Mayor Heidemann recessed the Executive Session Meeting at 7:03 P.M.

**CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE**

Mayor Heidemann called the Regular Session Meeting to order at 7:09 P.M.

**PROCLAMATIONS AND PRESENTATIONS**

- 1. Presentation - Recognition to Chris Lee who provided valuable assistance to Corinth first responders during the February ice storm.

The item was presented and Chris Lee accepted the Certificate of Appreciation.

- 2. Proclamation supporting Child Abuse Prevention Month – 2023.

The item was presented. Carrell Simmons and Jaime Blanton from Casa of Denton County accepted the Proclamation and addressed the City Council.

- 3. Proclamation Supporting Denton County’s Mental Health Month, May 2023, and Children’s Mental Health Awareness Day, May 7, 2023.

The item was presented before Item 2. Lindsey Schaefer from Connections Wellness Group and Courtney Jaimes from NCTC.

**CITIZENS COMMENTS**

Please limit your comments to three minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Council is prohibited from acting on or discussing items brought before them at this time.

No citizen comments were made.

**CONSENT AGENDA**

All matters listed under the consent agenda are considered to be routine and will be enacted in one motion. Should the Mayor or a Council Member desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

4. Consider and act on minutes from the March 2, 2023, City Council Meeting.
5. Consider approval of abandoning a 24' Access Easement, as dedicated on Instrument Number 2021-456, in relation to the future development of a property owned by the Economic Development Foundation of the City of Corinth.
6. Consider approval of abandoning a Water/Sewer Easement, as dedicated on Instrument Number 1972-11587, in relation to the future development of a property owned by the Economic Development Foundation of the City of Corinth.

Motion made by Council Member Garber to approve the Consent Agenda as presented. Seconded by Council Member Henderson.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

### **PUBLIC HEARING**

7. Conduct a public hearing and act on a request by the Applicant, Homeyer Engineering, Inc., to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from MX-C Mixed-Use Commercial to a Planned Development with a base zoning district of MX-C Mixed Use Commercial, to accommodate a proposed expansion of the Destiny RV Resort, on approximately ±18.96 acres located at 7100 S I-35E. (Case No. ZAPD22-0005 – Destiny RV)

The item was presented by City Staff and the Applicant.

Mayor Heidemann opened the Public Hearing at 7:38 P.M. and immediately closed the Public Hearing.

No comments were made.

Motion made by Council Member Garber to deny. Seconded by Mayor Pro Tem Burke.

Discussion followed.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Henderson, Council Member Pickens

Voting Nay: Council Member Holzwarth

### **BUSINESS AGENDA**

8. Consider approval of change order number 1 to DDM Construction for the Agora/TOD Streets project in the amount of \$247,937.76 for a total project award of \$7,981,710.76 and authorize the City Manager to execute any necessary documents.

Motion made by Council Member Garber to approve change order number 1 to DDM Construction for the Agora/TOD Streets project in the amount of \$247,937.76 for a total project award of \$7,981,710.76 and authorize the City Manager to execute any necessary documents. Seconded by Council Member Henderson.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

9. Consider a resolution adopting the Denton County Hazard Mitigation Plan and authorize the Mayor to execute any necessary documents.

Motion made by Council Member Henderson to approve Resolution No. 23-04-06-07 adopting the Denton County Hazard Mitigation Plan and authorize the Mayor to execute any necessary documents. Seconded by Council Member Pickens.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

- 10. Consider approval of the Liquid Waste Ordinance to ensure the City of Corinth meet the Texas Commission on Environmental Quality (TCEQ).

Motion made by Council Member Pickens to approve Ordinance No. 23-04-06-14 as presented. Seconded by Mayor Pro Tem Burke.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

- 11. Consider approval of the Sewer Indirect Discharge Ordinance to ensure the City of Corinth meet the Texas Commission on Environmental Quality (TCEQ).

Motion made by Mayor Pro Tem Burke to approve the Sewer Indirect Discharge Ordinance as presented. Seconded by Council Member Garber.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

**COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Council Member may direct that an item be added as a business item to any future agenda.

Council Member Henderson

Mayor Heidemann recessed the Regular Session Meeting at 7:56 P.M. and reconvened into Executive Session under Section 551.074.

**EXECUTIVE SESSION\*\***

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the “Texas Open Meetings Act”), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

**Section 551.071 - Legal Advice.** (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflict with Chapter 551.

- a. Unauthorized third-party use of City-owned property and authorization of eviction proceedings.

**Section 551.074 - Personnel Matters.** To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee.

- a. Review - Municipal Judge - Chenault.

b. Review - Municipal Attorneys.

c. City Manager

**Section 551.087 - Economic Development.** To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business project.

a. Project Agora.

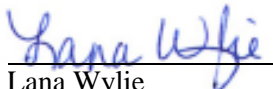
**RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON EXECUTIVE SESSION ITEMS**

Mayor Heidemann recessed the Executive Session Meeting at 8:52 P.M. and immediately reconvened into the Regular Session Meeting.

**ADJOURN**

Mayor Heidemann adjourned the meeting at 8:52 P.M.

Approved by the Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

  
\_\_\_\_\_  
Lana Wylie  
City Secretary  
City of Corinth, Texas



# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	5/18/2023	<b>Title:</b> Minutes   Approval of Meeting Minutes
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

**Item/Caption**

Consider and act on minutes from the April 20, 2023, City Council Meeting.

**Item Summary/Background/Prior Action**

Attached are the minutes, in draft form, and are not considered official until formally approved by the City Council.

**Staff Recommendation/Motion**

Staff recommends approval of the minutes.



# CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUTES

Thursday, April 20, 2023 at 5:45 PM

City Hall | 3300 Corinth Parkway

View meeting via Audio/Video: [Video](#)

**STATE OF TEXAS  
COUNTY OF DENTON  
CITY OF CORINTH**

On this, the 20th day of April 2023, the City Council of the City of Corinth, Texas, met in Workshop & Regular Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

**Council Members Present:**

- Bill Heidemann, Mayor
- Sam Burke, Mayor Pro Tem
- Scott Garber, Council Member
- Steve Holzwarth, Council Member
- Tina Henderson, Council Member
- Kelly Pickens, Council Member

**Staff Members Present:**

- Scott Campbell, City Manager
- Patricia Adams, City Attorney
- Jerry Garner, Police Chief
- Jesse Hunter, Police Captain
- John Webb, Director of Development Services
- Michelle Mixell, Planning Manager
- Elise Back, Director of Economic Development
- Glenn Barker, Director of Public Works
- Brenton Copeland, Chief Technology Officer
- Cesar Balderas, Technology Services Specialist III
- Lance Stacy, City Marshal

**CALL TO ORDER**

Mayor Heidemann called the Workshop Session to order at 5:45 P.M.

**WORKSHOP AGENDA**

1. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.  
Items 7 and 8 were discussed.
2. Receive a report, hold a discussion and provide staff direction on the use of Opioid Settlement funds.  
The item was presented and discussed.
3. Hold a discussion on the naming of the Corinth Community Dog Park.

The item was presented and discussed.

- 4. Receive a report, hold a discussion, and provide staff direction regarding regular City Council Meeting nights.

The item was presented and discussed.

**ADJOURN WORKSHOP**

Mayor Heidemann adjourned the Workshop Session at 6:21 P.M. and immediately convened into Executive Session.

**EXECUTIVE SESSION\*\***

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the “Texas Open Meetings Act”), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

**Section 551.071 - Legal Advice.** (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflict with Chapter 551.

- a. Unauthorized third-party use of City-owned property and authorization of eviction proceedings.

**Section 551.072 - Real Estate.** To deliberate the purchase, exchange, lease, or value of real property if deliberations in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

**Section 551.074 - Personnel Matters.** To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee.

**Section 551.087 - Economic Development.** To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business project.

- a. Project Agora.

**RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON EXECUTIVE SESSION ITEMS**

No action was taken.

**CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE**

Mayor Heidmann called the Regular Meeting to order at 7:00 P.M.

**PROCLAMATIONS AND PRESENTATIONS**

- 1. The Texas Chiefs of Police Association - Presentation to the Corinth Police Department recognizing the Department’s re-accredited status.

Chief Garner and Captain Hunter received the award for the Corinth Police Department re-accreditation.

2. Proclamation Supporting Motorcycle Safety and Awareness Month.

Lake Cities Abate received the Proclamation for Motorcycle Safety and Awareness Month.

**CITIZENS COMMENTS**

Please limit your comments to three minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Council is prohibited from acting on or discussing items brought before them at this time.

Earline Jackson  
David Rinaldi

**CONSENT AGENDA**

All matters listed under the consent agenda are considered to be routine and will be enacted in one motion. Should the Mayor or a Council Member desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

- 3. Consider and act on minutes from the March 16, 2023, City Council Meeting.
- 4. Consider and act on the contract re-appointing Gilland Chenault as Presiding Judge for the City of Corinth Municipal Court of Record.
- 5. Consider and act on the contract re-appointing Stephanie M. Berry as Associate Judge for the City of Corinth Municipal Court of Record.
- 6. Consider and act on the contract re-appointing Cynthia Burkett as Associate Judge for the City of Corinth Municipal Court of Record.
- 7. Consider and act on and Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services between Denton County and the Corinth Police Department for fiscal year, October 1, 2023 – September 30, 2024.
- 8. Consider and act on and Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services between Denton County and the Lake Cities Fire Department for fiscal year, October 1, 2023 – September 30, 2024.

Motion made by Council Member Henderson to approve the Consent Agenda. Seconded by Mayor Pro Tem Burke.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

**PUBLIC HEARING**

- 9. Conduct a Public Hearing to consider testimony and act on a rezoning request by the Applicant, Rockbrook Development, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from SF-2 Single Family Residential to a Planned Development with a base zoning district of MF-1 Multi-Family Residential, on approximately ±9.007 acres generally located on the west side of Parkridge Drive, between Meadowview Drive and FM 2181. (Case No. ZAPD21-0002 – Quarry Multi-Family)

Mayor Heidemann opened the Public Hearing; the following residents spoke:



Sara Gesell  
Kenneth Bryan  
Michael King

Mayor Heidemann closed the Public Hearing.

Motion made by Council Member Garber to approve. Seconded by Mayor Pro Tem Burke.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

10. Conduct a Public Hearing to consider testimony and act on an ordinance for a rezoning request by the City of Corinth to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from Planned Development No. 1 (PD-1) with a base zoning district of C-1 to C-2 Commercial, on approximately ±10.9 acres located at the southwest corner of FM 2181 and Parkridge Drive. (Case No. ZMA23-0001 – PD-1 to C-2)

Mayor Heidemann opened the Public Hearing; the following residents spoke:

Earline Jackson

Motion made by Council Member Pickens to approve. Seconded by Council Member Henderson.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

#### **BUSINESS AGENDA**

11. Consider an act on an Interlocal Agreement between the City of Highland Park and the City of Corinth for the purchase of goods and services from vendors under present and future contracts.

Motion made by Council Member Henderson to approve. Seconded by Mayor Pro Tem Burke.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

12. Consider and act on a contract with Pavement Doctor for the sealing of asphalt in the amount not to exceed \$155,000 and authorize the City Manager to execute the necessary documents.

Motion made by Mayor Pro Tem Burke to approve. Seconded by Council Member Henderson.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

13. Consider and authorize amending Section 4.2, “Annual, Regular and Special Meetings” in the CEDC Amended and Restated Bylaws.

Motion made by Council Member Garber to approve with Resolution. Seconded by Mayor Pro Tem Burke.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

14. Consider and act on approval of the Third Amended Unimproved Property Contract with Wolverine Interests for the purchase of 4.542 acres for a mixed-use development.

Motion made by Council Member Henderson to approve Seconded by Mayor Pro Tem Burke.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

**COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

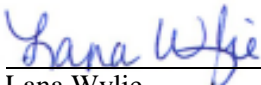
The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Council Member may direct that an item be added as a business item to any future agenda.

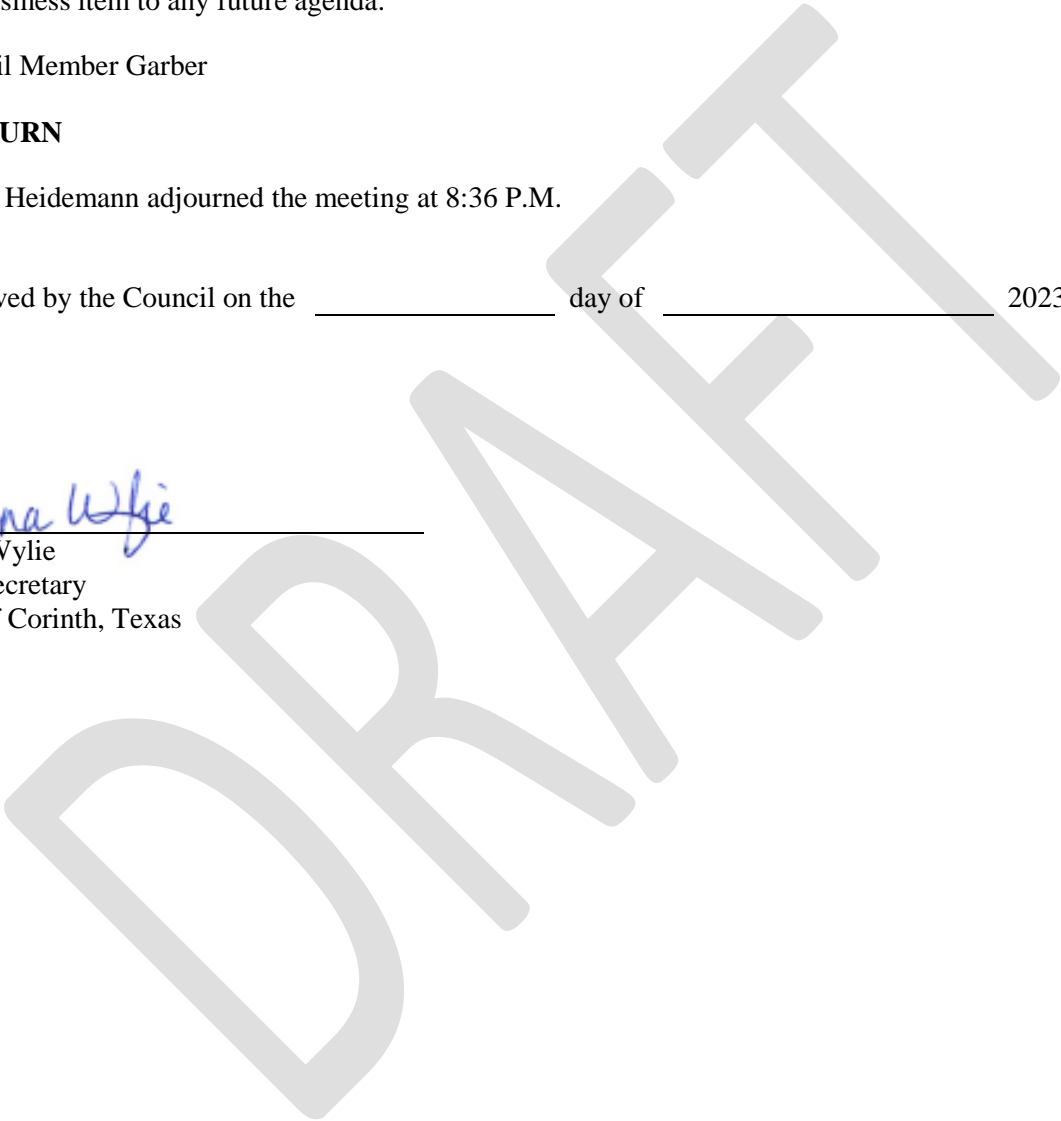
Council Member Garber

**ADJOURN**

Mayor Heidemann adjourned the meeting at 8:36 P.M.

Approved by the Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

  
\_\_\_\_\_  
Lana Wylie  
City Secretary  
City of Corinth, Texas





# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	5/18/2023	<b>Title:</b>	Minutes   Approval of Meeting Minutes
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Consider and act on minutes from the May 4, 2023, City Council Meeting.

**Item Summary/Background/Prior Action**

Attached are the minutes, in draft form, and are not considered official until formally approved by the City Council.

**Staff Recommendation/Motion**

Staff recommends approval of the minutes.



# CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUTES

Thursday, May 04, 2023 at 5:45 PM

City Hall | 3300 Corinth Parkway

View Meeting via Audio/Video: [Video](#)

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## STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this, the 4th day of May 2023, the City Council of the City of Corinth, Texas, met in Workshop & Regular Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

### Council Members Present:

Bill Heidemann, Mayor  
Scott Garber, Council Member  
Steve Holzwarth, Council Member  
Tina Henderson, Council Member  
Kelly Pickens, Council Member

### Council Members Absent:

Sam Burke, Mayor Pro Tem

### Staff Members Present:

Scott Campbell, City Manager  
Patricia Adams, City Attorney  
Jerry Garner, Police Chief  
Lee Ann Bunselmeyer, Director of Finance & Strategic Services  
John Webb, Director of Development Services  
Elise Back, Director of Economic Development  
Andrea Parker, Engineering Services Coordinator  
Brenton Copeland, Chief Technology Officer  
Cesar Balderas, Technology Services Specialist III  
Derek Dunnam, Technology Services Specialist  
Lance Stacy, City Marshal

## CALL TO ORDER

Mayor Heidemann called the Workshop Meeting to order at 5:45 P.M.

## WORKSHOP AGENDA

1. Receive a report, hold a discussion, and give staff direction on solid waste collection services.

The item was presented and discussed.

2. Provide a power point presentation on the Texas Music and Film Friendly Programs.

The item was presented and discussed.

3. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.

No items for the Regular Session Meeting were discussed.

### **ADJOURN WORKSHOP**

Mayor Heidemann adjourned the Workshop Session at 6:39 P.M.

### **CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE**

Mayor Heidemann called the Regular Session Meeting to order at 6:45 P.M.

### **PROCLAMATIONS AND PRESENTATIONS**

1. Award of a Certificate of Appreciation to Trent Tapley, Instructor, and Students Jaxson Spina, Angel Hernandez, and Stephen Klingsheim of LaGrone Academy for their collaborative efforts in design and creation of the new City Logo for the City Council Chambers.

Mayor Heidemann presented the Certificates of Appreciation to the students and the instructor from the LaGrone Academy.

2. Since 1962, the nation has honored the services and sacrifices of America's police officers during a week in May. This year that week is May 14-20. This proclamation is intended to recognize Corinth's police officers.

Mayor Heidemann read the Proclamation supporting National Police Week.

3. Proclamation supporting Economic Development Week, May 8 – 12, 2023.

Mayor Heidemann read the Proclamation supporting Economic Development Week.

### **CITIZENS COMMENTS**

Please limit your comments to three minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Council is prohibited from acting on or discussing items brought before them at this time.

No citizen comments were made.

### **BUSINESS AGENDA**

4. Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2022-2023 budget and annual program of services to provide for the expenditure of funds to pay for facilities; and providing an effective date.

Motion made by Council Member Garber to approve Ordinance No. 23-05-04-17 amending Ordinance No. 22-09-22-33 regarding the Fiscal Year 2022-2023 City of Corinth Budget and Annual Program of Services to provide for the expenditure of funds to pay for facilities. Seconded by Council Member Henderson.

Voting Yea: Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

### **COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, the public, and/or staff on any issues or future events. Also, in accordance

with Section 30.085 of the Code of Ordinances, at this time, any Council Member may direct that an item be added as a business item to any future agenda.

Council Member Henderson

Mayor Heidemann recessed the Regular Session Meeting at 7:12 P.M. and immediately convened into Executive Session.

**EXECUTIVE SESSION\*\***

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the "Texas Open Meetings Act"), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

**Section 551.071 - Legal Advice.** (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflict with Chapter 551.

- a. Consultation with city attorney regarding TANKO street light project.
- b. Unauthorized third-party use of City-owned property and authorization of eviction proceedings.

**Section 551.087 - Economic Development.** To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business project.

- a. Project Agora.

**RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON EXECUTIVE SESSION ITEMS**

Mayor Heidemann recessed the Executive Session at 8:32 P.M. and immediately reconvened into Regular Session.

**ADJOURN**

Mayor Heidemann adjourned the Regular Session Meeting at 8:32 P.M.

Approved by the Council on the \_\_\_\_\_ day of \_\_\_\_\_ 202x.

\_\_\_\_\_  
Lana Wylie  
City Secretary  
City of Corinth, Texas



# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	5/18/2023	<b>Title:</b>	Extension of Towing Agreement
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Consider and act on an extension of the Agreement for towing services between the Pro Tow Wrecker and Recovery System, Inc., and the City of Corinth.

**Item Summary/Background/Prior Action**

The Agreement between the City and Pro Tow Wrecker Recovery System, Inc. expired on September 8, 2022. The existing Second Modification of Tow Service Contract between the City of Corinth and Pro Tow Wrecker Recovery System, Inc. permits the Agreement to be renewed for one additional two-year term, which would expire on September 8, 2024, provided the tow service operator is in compliance with the provisions of the Agreement at the expiration of the Agreement’s term. City staff determined that Pro Tow was, in fact, in compliance with the terms of the Agreement. The towing service Agreement would need to be re-bid prior to the additional term’s expiration on September 8, 2024.

**Financial Impact**

No impact, the cost is passed along to the owner of the vehicle.

**Applicable Policy/Ordinance**

N/A

**Staff Recommendation/Motion**

Staff recommends approval as presented.

**THIRD MODIFICATION OF TOW SERVICE CONTRACT BETWEEN THE CITY OF CORINTH AND PRO TOW WRECKER RECOVERY SYSTEMS, INC.**

**THIS** Third Modification of the non-exclusive Tow Service Contract dated July 9, 2014 and effective on or about September 8, 2014, (hereinafter "Agreement") by and between **Pro Tow Wrecker Recovery System, Inc.**, a Texas corporation (hereinafter "Operator") and **The City of Corinth, Texas**, a home rule municipality (hereinafter "City"), is made and entered into on this the 8<sup>th</sup> day of September 2022, by and between Operator and City, (hereinafter "Third Modification").

**WITNESSETH:**

**WHEREAS**, City and Operator entered into the Agreement that commenced on or about September 8, 2014 for the non-exclusive provision of certain tow services, where needed, pursuant to the City's police and governmental powers and in accordance with Chapter 112 of the City of Corinth Code of Ordinances; and

**WHEREAS**, Section II, "Term" of the Agreement provided for an initial two (2) year term with renewal options for up to two (2) additional terms of two (2) years each at the request of the City; and

**WHEREAS**, City and Operator executed the First Modification extending the term of the Agreement to September 8, 2020; and

**WHEREAS**, City determined that the Operator had operated compliance with the terms of the Agreement, and therefore City extended the Agreement for the second additional period of two (2) years, such second renewal period expiring on September 8, 2022, as set forth in the Second Modification memorializing this first extension of the term of the Agreement (the "Second Modification"); and

**WHEREAS**, as part of the Second Modification, the City and Operator extended the term of the Agreement to September 8, 2022 and agreed that one (1) additional two-year term could be approved by the Parties if the Operator was in compliance with the terms of the Agreement, which would result in a final term expiring on September 8, 2024; and

**WHEREAS**, the Operator has continued to comply with the terms of the Agreement and Second Modification and the City has continued to use the services of the Operator; and

**WHEREAS**, City and Operator desire to further modify the Agreement and Second Modification to extend the term of the Agreement for the one (1) additional term of two (2) years ending on September 8, 2024 as authorized by the Second Modification;



**NOW THEREFORE, IN CONSIDERATION** of the foregoing, and for other good and valuable consideration, the parties hereto agree as follows:

**I.  
Incorporation of Agreement**

The Agreement, the First Modification and the Second Modification are incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement, First Modification and Second Modification shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this Third Modification, Second Modification and the Agreement, priority of interpretation shall be in the following order: Third Modification, Second Modification, First Modification; Agreement.

**II.  
Modification of Agreement**

Effective as of the day and year first written above, Section II of the Agreement entitled "Term" is hereby deleted in its entirety and a new Section II of the Agreement entitled "Term" is added to read in its entirety as follows:

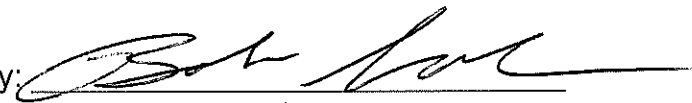
**II.  
Term**

This Agreement shall be for a term of two (2) years commencing on September 8, 2022 and terminating on September 8, 2024. Notwithstanding the above, either party may cancel this Agreement upon ninety (90) days' written notice to the other party.

**IN WITNESS WHEREOF**, the parties enter into this Third Modification on the date first written above.

**OPERATOR  
PRO TOW WRECKER RECOVERY, INC.**

Date: 5/9/23

By:   
Bob Shade

**CITY OF CORINTH, TEXAS**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Scott Campbell, City Manager

**ATTEST:**

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Lana Wylie, Interim City Secretary

**APPROVED AS TO FORM:**

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Patricia A. Adams, City Attorney



**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	5/18/2023	<b>Title:</b>	Quarry Multi-Family Planned Development (PD) Rezoning Request (Case No. ZAPD21-0002)
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input checked="" type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  On March 27, 2023, the Planning & Zoning Commission recommended approval of ZAPD21-0002 Quarry Multi-Family PD application to the City Council.		

**Item/Caption**

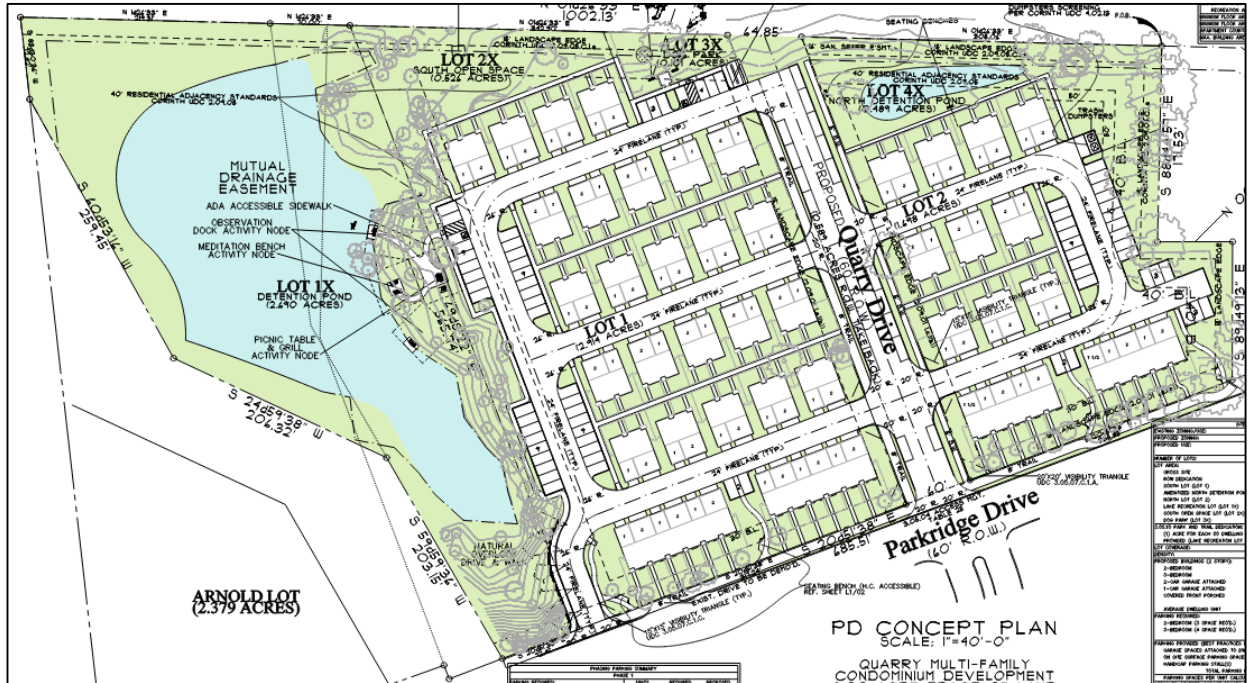
Consider and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from SF-2 Single Family Residential to a Planned Development with a base zoning district of MF-1 Multi-Family Residential, on approximately 9.007 acres generally located on the west side of Parkridge Drive, between Meadowview Drive and FM 2181. (Case No. ZAPD21-0002 – Quarry Multi-Family)



**Aerial Location Map**

**Item Summary/Prior Action**

On April 20, 2023, the City Council held a Public Hearing and directed staff to prepare a Planned Development Ordinance (PD-66) for the Quarry Multi-Family PD. The development will be constructed in two (2) phases for a total of 90 condominium-style multifamily units, developed to resemble duplexes and townhomes.



**Excerpt from Attachment 1 - PD Concept Plan (Exhibit C)**

**Staff Recommendation**

Staff recommends approval of the PD-66 Ordinance

**Motion**

“I move to approve an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from SF-2 Single Family Residential to a Planned Development with a base zoning district of MF-1 Multi-Family Residential, on approximately 9.007 acres generally located on the west side of Parkridge Drive, between Meadowview Drive and FM 2181. (Case No. ZAPD21-0002 – Quarry Multi-Family)

**Attachment 1 – Quarry Multi-Family PD-66 Ordinance**

**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 23-05-18-XX**

**QUARRY MULTI-FAMILY PLANNED DEVELOPMENT DISTRICT #66**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING THE CITY’S ZONING ORDINANCE AND THE “OFFICIAL ZONING DISTRICT MAP OF THE CITY OF CORINTH, TEXAS,” EACH BEING A PART OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH, BY AMENDING THE ZONING CLASSIFICATION FOR THE PROPERTY DESCRIBED IN EXHIBIT “A,” ATTACHED HERETO AND INCORPORATED HEREIN, FROM SF-2 SINGLE FAMILY RESIDENTIAL TO PD-PLANNED DEVELOPMENT ZONING DISTRICT WITH A BASE ZONING DESIGNATION OF MF-1, MULTI-FAMILY RESIDENTIAL ON APPROXIMATELY 9.007 ACRES IDENTIFIED AS QUARRY MULTI-FAMILY PLANNED DEVELOPMENT DISTRICT NO. 66 (“PD-66”); PROVIDING A LEGAL PROPERTY DESCRIPTION; PROVIDING A GRAPHIC DEPICTION OF THE SITE TO BE REZONED (EXHIBIT “B”) APPROVING PLANNED DEVELOPMENT STANDARDS (EXHIBIT “C”); APPROVING A PLANNED DEVELOPMENT CONCEPT PLAN (EXHIBIT “D”); APPROVING A CONCEPTUAL LANDSCAPE PLAN (EXHIBIT “E”); APPROVING ELEVATIONS (EXHIBIT “F” (“F-1 – F-8”)); APPROVING AN OPEN SPACE EXHIBIT (EXHIBIT “G”); PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 A DAY FOR EACH VIOLATION OF THE ORDINANCE AND A SEPARATE OFFENSE SHALL OCCUR ON EACH DAY THAT A VIOLATION OCCURS OR CONTINUES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth, Texas has adopted a Unified Development Code of the City as part of its Code of Ordinances, which includes the Comprehensive Zoning Ordinance and which, in accordance with the City’s Comprehensive Plan, establishes zoning districts and adopts a Zoning Map; and

**WHEREAS**, the property is comprised of a tract of land, approximately 9.007 acres as described in **Exhibit “A”** (the **“Property”**) and depicted in Exhibit “B” (the **“Graphic Depiction”**), and is currently zoned as SF-2 Single Family Residential, under the City’s Unified Development Code and as designated on the City’s Zoning Map; and

**WHEREAS**, an authorized person having a proprietary interest in the Property (the **“Applicant”**) has requested a change in the zoning classification of said Property to a PD-Planned Development zoning district with a base zoning of MF-1 Multi-Family Residential under the City’s Unified Development Code (“UDC”), more specifically identified as Quarry Multi-Family Planned Development District No. 66 (“PD-66”); and

**WHEREAS**, the City Council and the Planning and Zoning Commission of the City of Corinth, having given the requisite notices by publication and otherwise, and each, held due hearings and afforded a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof; and

**WHEREAS**, the Planning and Zoning Commission has recommended approval of the requested change in zoning to the Property, and the City Council has determined that the Property has unique characteristics and that zoning through a planned development district is the most appropriate mechanism for zoning the Property, thus an amendment to the Comprehensive Zoning Ordinance and the Zoning Map of the City’s Unified Development Code, in accordance with the standards and specifications set forth herein, including without limitation the Planned Development Standards set forth in **Exhibit “C”** should be approved; and

**WHEREAS**, the City Council considered the following factors in making a determination as to whether the requested change should be granted or denied: safety of the motoring public and pedestrians using the facilities in the area immediately surrounding the sites; safety from fire hazards and damages; noise producing elements and glare of the vehicular and stationary lights and effect of such lights on established character of neighborhoods; location, and types of signs and relation of signs to traffic control and adjacent property; street size and adequacy of width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking as determined by requirements of this ordinance for off-street parking facilities; location of ingress and egress points for parking and off-street loading spaces, and protection of public health by surfacing on all parking areas to control dust; effect on the promotion of health and the general welfare; effect on light and air; effect on the over-crowding of the land; effect on the concentration of population, and effect on transportation, water, sewerage, schools, parks and other public facilities; and

**WHEREAS**, the City Council further considered among other things the character of the proposed district and its peculiar suitability for particular use requested and the view to conserve the value of the buildings, and encourage the most appropriate use of the land throughout this City; and

**WHEREAS**, the City Council finds that the requested Amendment to the City’s Comprehensive Zoning Ordinance and Zoning Map to effect the change in zoning for the Property to PD-66 promotes the health and the general welfare, provides adequate light and air, prevents the over-crowding of land, avoids undue concentration of population, and facilitates the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and the general health, safety and welfare of the community;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS:**

### **SECTION 1. INCORPORATION OF PREMISES**

The above and foregoing recitals constitute legislative findings of the City Council, are true and correct and are incorporated into the body of this Ordinance for all purposes.

### **SECTION 2. LEGAL PROPERTY DESCRIPTION; AMENDMENT**

That the Unified Development Code of the City of Corinth (“UDC”), which UDC includes the Comprehensive Zoning Ordinance that establishes zoning districts in accordance with the City’s Comprehensive Plan, and adopts the Zoning Map of the City of Corinth, is hereby amended to change the zoning classifications on approximately 9.007 acres of land, the overall boundary and legal description as specifically described in **Exhibit “A,”** attached hereto and incorporated herein (the “Property”), and as graphically depicted in **Exhibit “B,”** attached hereto and incorporated herein (the “Graphic Depiction”), from SF-2 Single Family Residential to PD-Planned Development zoning district with a base zoning of MF-1, Multi-Family Residential, and identified as Quarry Multi-Family Planned Development District

No. 66 (“PD-66”) subject to the regulations contained in this Ordinance, including without limitation **Exhibit “C”**, (the “Planned Development Standards”) as further described in Section 5 below. The Zoning Map of the City is also hereby amended to reflect the new zoning classification for the Property as PD-66 in accordance with this Ordinance.

### SECTION 3. PLANNED DEVELOPMENT CONCEPT PLAN

The Planned Development Concept Plan for the Property as set forth in **Exhibit “D,” “Planned Development Concept Plan,”** a copy of which is attached hereto and incorporated herein, is hereby approved.

### SECTION 4. ADDITIONAL ANCILLARY CONCEPTUAL PLANS

Additional ancillary conceptual plans apply to the Property and shall be adhered to in the development and use of the Property. Such additional and ancillary conceptual plans are set forth in the Conceptual Landscape Plan (**“Exhibit E”**), Elevations (**“Exhibit “F” (“F-1 – F-8”)**), and Open Space Exhibit (**“Exhibit “G”**), are attached hereto and incorporated herein, and are collectively herein referred to as the **“Ancillary Conceptual Plans.”**

### SECTION 5. LAND USE REGULATIONS/ZONING MAP

A. The Zoning and Planned Development Standards set forth in **Exhibit “C,”** attached hereto and made a part hereof for all purposes are hereby adopted and shall be adhered to in their entirety for the purposes of this PD-Planned Development zoning district (“PD-66”) with a base zoning of MF-1, Multi-Family Residential. In the event of conflict between the provisions of **Exhibit “C”** and provisions of any other City zoning regulations, including without limitation, the regulations governing the MF-1, Multi-Family Residential zoning district, **Exhibit “C”** shall control. Except in the event of a conflict as provided herein or as otherwise expressly provided herein, all UDC regulations shall apply to the Property and shall be cumulative.

B. That the zoning regulations and district herein established for the Property has been adopted in accordance with the Comprehensive Plan for the purpose of promoting the health, safety, morals and the general welfare of the community. They have been designed, with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future; to lessen congestion in the streets; to provide adequate light and air; to prevent over-crowding of land; to avoid undue concentration of population; and to facilitate the adequate provision of transportation, water, sewerage, drainage and surface water, parks and other commercial needs and development of the community. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

C. The Planned Development Standards (**“Exhibit C”**), the Planned Development Concept Plan (**“Exhibit D”**), the Conceptual Landscape Plan (**“Exhibit E”**), the Elevations (**“Exhibits “F” (“F-1 – F-8”)**), and the Open Space Exhibit (**“Exhibit G”**) shall control the use and development of the Property in accordance with the provisions of this Ordinance, and all building permits and development requests shall be in accordance with applicable City ordinances, the PD Concept Plan, and the Ancillary Conceptual Plans. This Ordinance and all Exhibits hereto shall remain in effect as set forth herein unless amended by the City Council, or as otherwise provided for in UDC Subsection 2.10.09, Minor PD Amendment or Adjustment, as amended.

D. If a change to this Ordinance, including without limitation, the PD Concept Plan, and/or associated Ancillary Conceptual Plans, if any, is requested for the Property, the request shall be processed in accordance with the UDC and other development standards in effect at the time the change is requested for the proposed development and shall be subject to City Council approval, or as otherwise provided for in UDC Subsection 2.10.09, Minor PD Amendment or Adjustment, as amended.

E. The official Zoning Map of the City of Corinth, Texas shall be amended in accordance with this Ordinance to document the change in zoning for the Property from SF-2 Single Family Residential to PD-Planned Development Zoning District with a Base Zoning Designation of MF-1 Multi-Family Residential and identified as Quarry Multi-Family Planned Development District No. 66 (“PD-66”).

## **SECTION 6. CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

## **SECTION 7. SEVERABILITY**

If any section, subsection, clause, phrase, or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

## **SECTION 8. SAVINGS/CONFLICT**

In the event of a direct conflict between the provisions of this Ordinance and any other regulation or rule prescribed by charter, another ordinance, resolution or other authorization of the City, the provisions of this ordinance shall control. Notwithstanding the foregoing, all rights and remedies of the City are expressly saved as to any and all complaints, actions, claims, or lawsuits, which have been initiated or have arisen under or pursuant to such conflicting Ordinance, or portion thereof, on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the conflicting Ordinance shall remain in full force and effect.

## **SECTION 9. PENALTY FOR VIOLATIONS**

Any person, firm, or corporation who intentionally, knowingly or recklessly violates any provision of this Ordinance or the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense, provided, however, that in all cases involving violation



of any provision of this Ordinance or Code of Ordinances, as amended hereby, governing the fire safety, zoning, or public health and sanitation shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense.

**SECTION 10.  
PUBLICATION/EFFECTIVE DATE**

This Ordinance shall take effect upon its publication as required by law. The City Secretary is directed to publish the caption and penalty of this Ordinance as required by the City Charter and state law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH THIS 18<sup>th</sup> DAY OF MAY, 2023.**

APPROVED:

\_\_\_\_\_  
Bill Heidemann, Mayor

ATTEST:

\_\_\_\_\_  
Lana Wylie, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Patricia A. Adams, City Attorney

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

BEING a 392,365 square foot (9.007 acre) tract of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 153, the M.E.P. & P.R.R. Survey, Abstract No. 915, the E. Marsh Survey, Abstract No. 833, and the Brooks Beall Survey, Abstract No. 58, same being those certain tracts of land conveyed to WILLIAM ANNESSER & Joan Annesser by Deed recorded in Volume 823, Page 128, Deed Records, Denton County, Texas, and WILLIAM L. ANNESSER & JOAN H. ANNESSER by Deed recorded in Volume 2315, Page 131, Deed Records, Denton County, Texas, and 1.128 acres out of those certain tracts of land conveyed to John B. Arnold by Deed recorded in Instrument Number 2006-34327, Deed Records, Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1" Pipe Found at the northeast corner of said B.B.B. & C.R.R. Survey, Abstract No. 153 and the northwest corner of said M.E.P. & P.R.R. Survey, Abstract No. 915, same being in the south line of said Brooks Beall Survey, Abstract No. 58, from which a Concrete Monument bears North 39 degrees 49 minutes 40 seconds East, for 0.35 feet;

THENCE South 88 degrees 44 minutes 57 seconds East, along said south line, for a distance of 171.53 feet, to a Wooden Post Found, from which a 36" Oak Tree bears South 50 degrees 21 minutes 36 seconds, for 1.89 feet, same being the west line of said Brooks Beall Survey, Abstract No. 58, further being the east line of aforementioned E. Marsh Survey, Abstract No. 833;

THENCE North 00 degrees 05 minutes 24 seconds West, along said east and west lines, for a distance of 65.90 feet, to a 5/8" Iron Rod with Purple Plastic Cap Stamped, "RPLS 6451" Set for the most northern northwest corner of the herein described tract of land;

THENCE South 89 degrees 49 minutes 13 seconds East, for a distance of 121.00 feet, to a 5/8" Iron Rod with Purple Plastic Cap Stamped, "RPLS 6451" Set for the northeast corner of the herein described tract of land, same being in the westerly line of Parkridge Drive;

THENCE South 20 degrees 51 minutes 38 seconds East, along said Parkridge Drive, for a distance of 685.51 feet, to a 5/8" Iron Rod with Purple Plastic Cap Stamped, "RPLS 6451" Set for the southeast corner of the herein described tract of land, from which a 1/2" Iron Rod bears, North 20 degrees 51 minutes 38 seconds West, for 7.50 feet;

THENCE South 59 degrees 59 minutes 36 seconds West, departing said Parkridge Drive, for a distance of 203.15 feet;

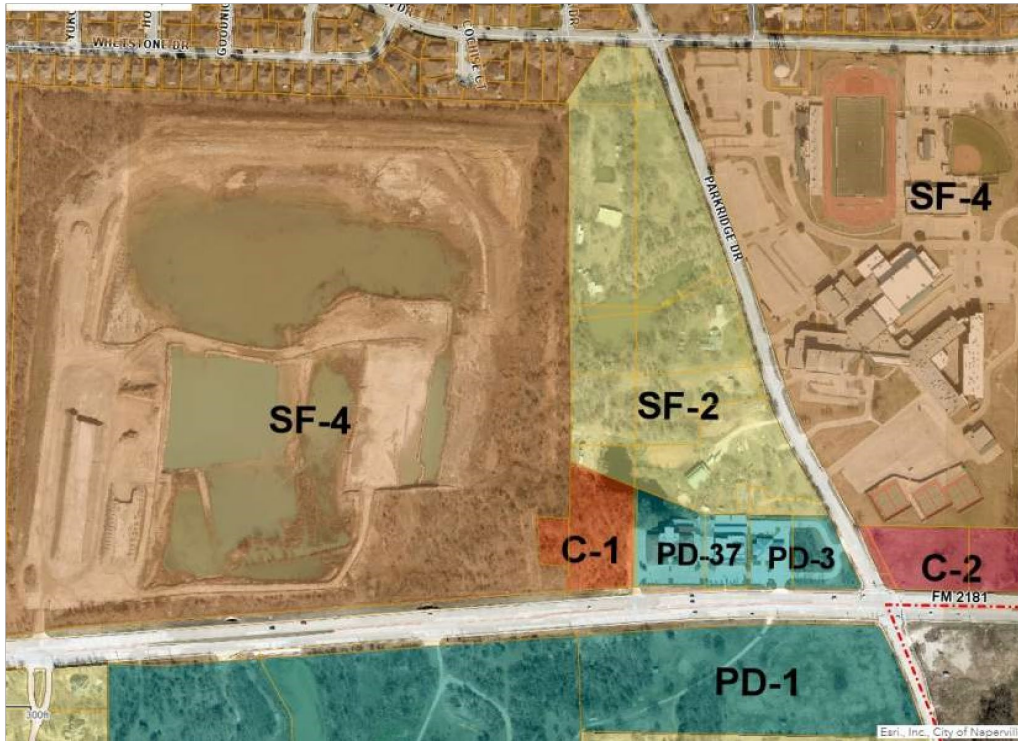
THENCE South 24 degrees 59 minutes 38 seconds West, for a distance of 206.32 feet; THENCE South 60 degrees 53 minutes 16 seconds West, for a distance of 259.45 feet;

THENCE South 83 degrees 30 minutes 36 seconds West, for a distance of 72.42 feet, to a 5/8" Iron Rod with Purple Plastic Cap Stamped, "RPLS 6451" Set for the corner of the herein described tract of land.

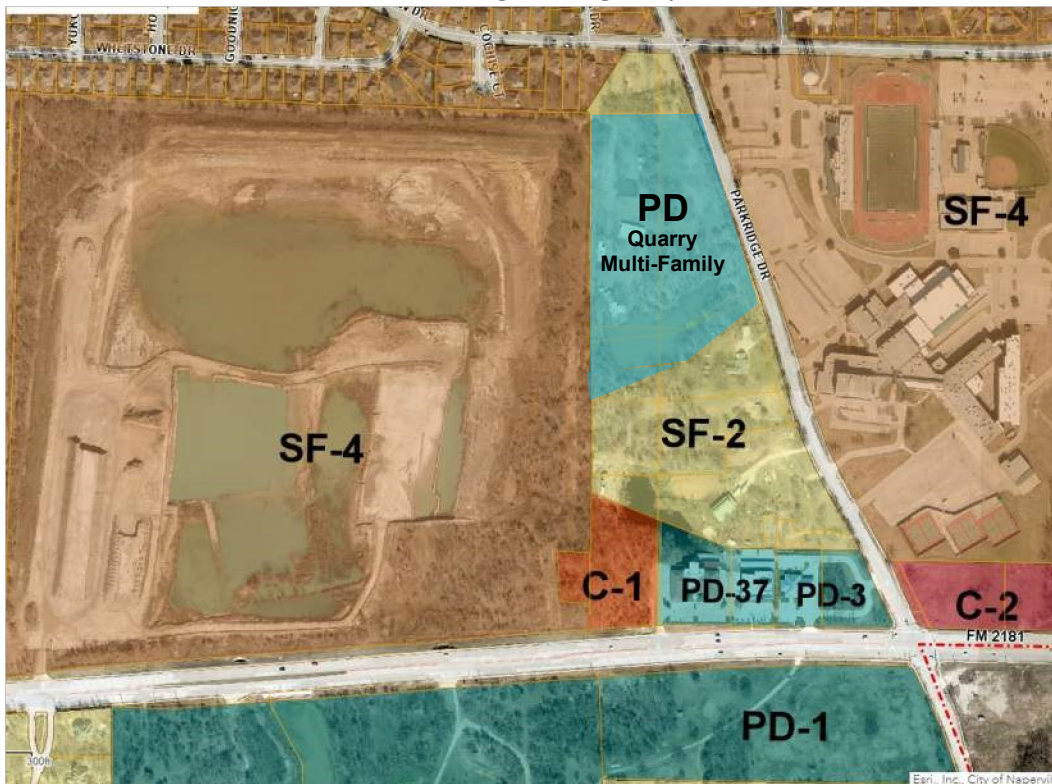
THENCE North 01 degrees 26 minutes 33 seconds East, for a distance of 1,002.13 feet, to the POINT OF BEGINNING and containing 392,365 square feet or 9.007 acres of land, more or less.

### EXHIBIT "B" GRAPHIC DEPICTION

Exhibit B. -Proposed Zoning Map Change (SF-2 to PD with MF-1 Base)



Existing Zoning Map



Proposed Zoning Map Change

**EXHIBIT “C”  
PLANNED DEVELOPMENT STANDARDS**

**SECTION 1: BASE DISTRICT**

**A. Purpose**

The regulations set forth in this **Exhibit “C”** provide development standards for multifamily residential uses within the Quarry Planned Development District No. 66 (“PD-66”). The boundaries of PD-66 are identified by metes and bounds on the Legal Description, **Exhibit “A”** to this Ordinance, and the Property shall be developed in accordance with these regulations and the Planned Development “PD” Concept Plan as depicted on **Exhibit “D”**, and associated Ancillary Concept Plans as depicted in **Exhibits “E”, “F, and “G”** to this Ordinance (collectively the foregoing are referred to as the “Development Standards”). A use that is not expressly authorized herein is expressly prohibited in this PD-66.

**B. Base District**

In this PD-66, the “MF-1” Multifamily Residential District regulations of the Corinth Unified Development Code, Ordinance No. 13-05-02-08, as amended, shall apply to the Property except as modified herein (hereinafter “UDC” or “Unified Development Code”). If a change to the PD Concept Plan, and/or associated Ancillary Concept Plans is requested, the request shall be processed in accordance with the UDC and development standards in effect at the time the change is requested for the proposed development per the Planned Development Amendment Process.

**SECTION 2: USES AND AREA REGULATIONS:**

The following items represent special development regulations, and specific departures or modifications, as well as waivers from the regulations outlined in Unified Development Code (UDC) in order to permit the unique design and afford flexibility and innovation of design that require certain departures from the “base zoning” regulations to create the unique type of residential “townhome” multi-family condominium project as presented in **Exhibit “D”** - PD Concept Plan and attached Ancillary Plans.

**A. Purpose**

The PD-66 District, “Quarry” is intended to provide for a quality development of a residential community taking advantage of the location and the concepts outlined in the Envision Corinth 2040 Comprehensive Plan by promoting variation in dwellings types, which includes a maximum of 90 multifamily (duplex-style and townhouse-style) units, as set forth on **Exhibit “D”** – PD Concept Plan, providing views and access to common open spaces and providing for passive neighborhood gathering spaces, maintaining a maximum gross density of ten (10) dwelling units per acre, and providing a community design that promotes walkability and social connection by linking the common open space areas located throughout the neighborhood.

**B. Permitted Use and Use Regulations**

In the PD-66 District, no building, or land shall be used, and no building shall be hereafter erected, reconstructed, enlarged, or converted unless otherwise provided for in the MF-1 Multifamily Residential District regulations of the Unified Development Code as modified or permitted by this PD Ordinance. The Permitted Uses in the MF-1 Multifamily Residential District as listed in Subsection 2.07.03 of the Unified

Development Code at the time of the adoption of this Ordinance shall be permitted in the PD-66 District, subject to applicable amendments adopted herein.

### C. Development Standards

Except as otherwise expressly set forth in these Development Standards, the regulations of Subsection 2.04.07, MF-1, Multifamily Residential of Subsection 2.04, “Residential Zoning Districts” of the Unified Development Code, for the MF-1 Multifamily District and all other requirements of the UDC shall apply to all development within PD-66.

### D. Dimensional Regulations

The Dimensional Regulations described in Subsection 2.08.04, “Residential Dimensional Regulations Chart” of Subsection 2.08, “Zoning Dimensional Regulations” of the Unified Development Code, for the base zoning district MF-1 Multifamily Residential shall apply, except as modified below:

1. **UDC Subsection 2.08 Dimensional Regulations** described for the MF-1 Multi-Family Residential District, shall apply, except as modified in Table A, below:

**Table A – Dimensional Requirements**

<b>Regulation</b>	<b>MF-1 Base District</b>	<b>Proposed Quarry Dimensional Standards</b>
Minimum Front Yard Setback	30’	30’
Minimum Side Yard Setback:	30’	30’
Interior Lot		
Corner Lot	30’	15’ (Along proposed Quarry Drive)
Minimum Rear Yard Setback	30’	30’
Minimum Separation Between Noncontiguous Attached Structures (UDC Table 2.08.04, Footnote [1])	30’	10’ (may be reduced to 8’ between certain units as generally depicted on Exhibit D - PD Concept Plan)
Residential Adjacency Standard	40’	40’
Minimum Lot Area	1 Acre	1 Acre
<b>Regulation</b>	<b>MF-1 Base District</b>	<b>Proposed Quarry Dimensional Standards</b>
Maximum Density	12 DU/A	10.0 DU/A (including ROW dedication) 10.69 DU/A (excluding ROW dedication)
Minimum Lot Width:	200’	200’
Minimum Lot Depth	200’	200’
Minimum Floor Area	1,050 sq. ft. per DU	889 sq. ft. per DU
Maximum Height (feet/stories)	35’/2 (50’ with additional Setback)	30’/2 (50’ with additional Setback)

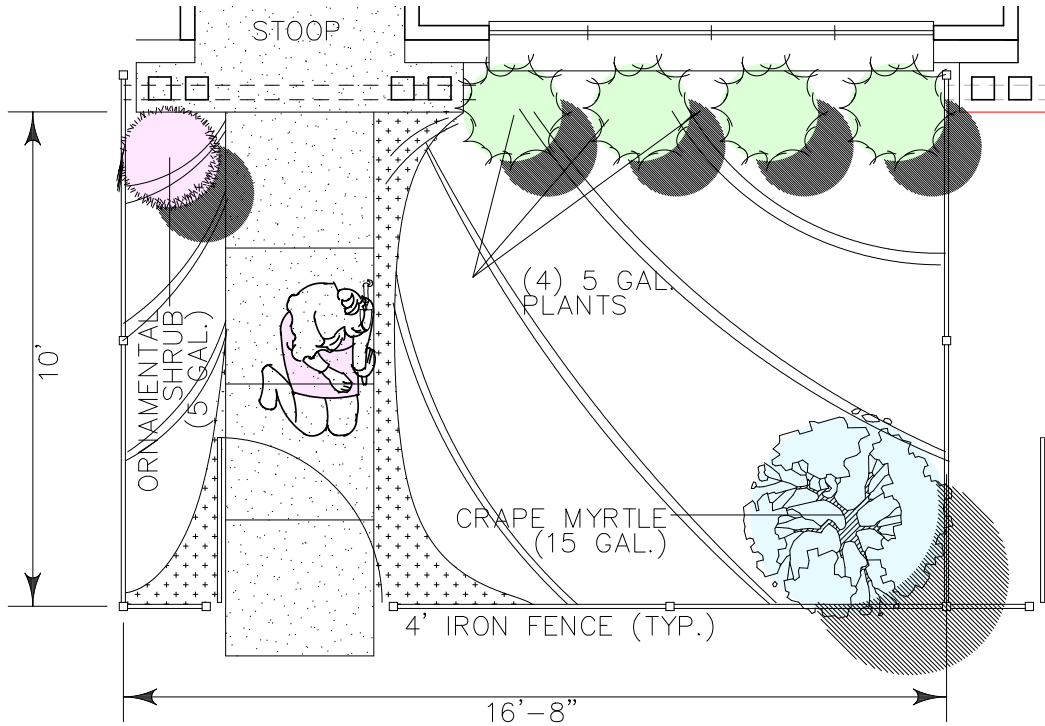
Minimum Distance between front façades – Apartment Courts	30'	30'
Maximum Building Area (all buildings)	40%	45%

**E. Development Standards**

1. **Accessory Building and Uses.** UDC Section 2.07.07 Accessory Building and Uses shall apply.
2. **Landscaping Regulations.** UDC Section 2.09.01 Landscape Regulations shall apply, except as modified below and as generally depicted **Exhibit “E”** - Conceptual Landscape Plan:
  - a. In addition to meeting the landscape regulations found in UDC Section 2.09.01, each unit shall be provided with Private, Fenced Yards. Each individual private fenced yard shall be a minimum of 175 square feet in area. For reference, see Figure 1, below.
  - b. UDC Section 2.09.01, Landscape Regulations B.1.k (i-iv), shall be modified as follows:
    1. 2.09.01.B.1.k., i. A twenty (20) foot landscape strip along the front of the buildings, shall be modified as follows: In lieu-of the required twenty (20) foot strip along the front of the buildings as measured from the foundation, every dwelling unit will have a ten (10) foot minimum fenced and gated private yard which opens into common open space with a central sidewalk connecting individual lead walks through the common area.
    2. 2.09.01.B.1.k., i. A twenty (20) foot landscape strip along the rear of the buildings, shall be modified as follows: In lieu-of the required twenty (20) foot strip along the rear of the buildings as measured from the foundation, every dwelling unit will have private alley accessible rear entry, covered garages.
    3. 2.09.01.B.1.k., ii. A fifteen (15) foot landscape strip along all other sides of the buildings, shall be modified as follows: In lieu-of the required fifteen (15) foot strip along the sides of the buildings as measured from the foundation, every building shall be separated by a minimum of eight (8) feet between duplexes.
    4. As provided for by 2.09.01.B.1.d. and to supplement the modifications to 2.09.01.B.k(i-iv) described in items 1-3 above, the Applicant/Developer shall provide shade trees, ornamental trees, foundation plantings, and private yard fencing as follows:
      - i. Shade Trees shall be provided at a minimum rate of one (1) per every two (2) duplex-style units staggering the shade trees along the internal central sidewalk within the open space.
      - ii. Ornamental Trees shall be at a minimum rate of one (1) per townhouse-style unit and one (1) per every two (2) duplex-style units.
      - iii. Foundation plantings shall be provided for each dwelling unit façade at a minimum rate of five (5) shrubs (deciduous and/or evergreen).
      - iv. Foundation plantings shall be provided at a minimum rate of one (1) ornamental tree and twelve (12) shrubs (evergreen) per 30 linear feet of façade length along the sides of dwelling units along Quarry Drive and along the sides of all townhouse style end units. Plant material may be grouped to create visual interest and rhythm along the streetscape.
      - v. A four (4) foot ornamental iron fence shall be provided for each dwelling unit façade as generally depicted on Exhibit “D” – PD Concept Plan and as illustrated in Figure 1, below.
  - c. 2.09.05.C.1, a. A double row of trees on offset 50-foot centers shall be planted in a fifteen (15) foot landscape edge, where 50% of the trees are Large Evergreen Trees; such trees

shall be planted to provide a buffer between the non-residential use and adjacent detached single family zoned properties. Trees shall be a minimum of three (3) caliper inches diameter at breast height "DBH" and shall be at least ten (10) feet in height.

**Figure 1 – Private Front Yard Illustration**



- Tree Preservation.** UDC Subsection 2.09.02 Tree Preservation Regulations shall apply. The Applicant/Developer may request Alternative Compliance from the provisions of this section at the time of Site Plan submittal.

**Examples of Proposed Tree Preservation Areas**



View from Westmost Lake Lookout Dock to lake.



Dense Trees along Parkridge Drive Property Line to be preserved.

- 4. **Vehicular Parking Regulations.** UDC Section 2.09.03. Vehicular Parking Regulations shall apply, except as modified below.
  - a. Subsection 2.09.03.D.2, Parking Space Schedule: Multi-Family Uses, shall be modified to the standards set forth in Table B, below:

**Table B - Parking Requirements**

<b>Regulation</b>	<b>MF-1 Base Regulations by Use</b>	<b>Proposed Parking Standards/Modifications</b>
Parking Standard	1 space per DU + 1 space per bedroom	2.0 Spaces per 2-Bedroom 2.5 Spaces per 3-Bedroom

- b. Applicant/Developer shall provide a minimum of 206 parking spaces, comprised of 46, 1-car covered garages, 44, 2-car parking garages which total 134 covered parking spaces, and 72 surface parking spaces.
    - c. Additionally, the installation of on-street parking spaces on Quarry Drive shall be allowed. On-street parking spaces shall not be permitted to count towards the required parking count.
    - d. Temporary parking adjacent to the mailbox area including one (1) standard and one (1) accessible space shall be provided in Phase 1.
- 5. **Garages, Driveways, and Parking.** Section 2.04.07.C.5 requiring that “a minimum of seventy-five (75) percent of all apartments shall have a one-car enclosed garage, 240 square feet minimum, attached or detached, per dwelling unit”, shall apply as modified below:
  - a. All dwelling units shall be provided with private, attached one-car or two-car garages, 240 square feet minimum.



6. **Building Façade Material Standards.** UDC Section 2.09.04 Building Façade Material Standards shall apply. Building Façade Materials proposed to be used are described below:
  - a. Exterior façade materials shall consist of 100% masonry; the term “Masonry” shall be defined herein to include all cementitious siding products.
  - b. In addition, all front façade elevations shall be comprised of a minimum of 40% unit masonry, which shall including kiln fired brick and/or natural stone.
  - c. Additionally, side façade elevations for buildings siding onto public streets and access drives shall include a variety of materials and design elements as depicted on **Exhibit “F” (“F-1” to “F-8”)** – Elevations.
  - d. Exterior material percentage calculations shall be exclusive of all doors, windows, fascia, roofing, dormers, and areas contained within covered porches.
  
7. **Residential Adjacency Standards.** UDC Section 2.09.05 Residential Adjacency Standards shall apply.
  
8. **Private Recreation Areas.** UDC Section 2.04.07 shall apply, where a minimum of 8% of the gross complex area is required to be provided in the form of private recreation. The requirements of this section are in addition to the park dedication requirements within 3.05.10, Park and Trail Dedications for Residentially Zoned Property. To meet the Private Recreation requirements, the Quarry shall include the areas described in Table C, and as further enumerated below:

**Table C - Private Recreation Areas**

Private Recreation Areas	Percentage of Gross Complex Area*
Amenitized North Detention Pond (Lot 4X)	21,285 SF (5.80%)
Dog Park (Lot 3X)	4,417 SF (1.20%)
Four (4) Designated Lake Activity Nodes	5,776 SF (1.58%)
<b>TOTAL:</b>	<b>31,478 SF (8.58%)</b>

\*Gross Complex Area is exclusive of Quarry Drive right-of-way dedication.

- a. Specifically, the Applicant/Developer shall provide a minimum of 0.723 acres (31,478 sq. ft.) of amenitized private recreation open space including a landscaped North detention pond area buffer, dog park, picnic area, benches, and two dock outlooks adjacent to a private lake.
- b. The four (4) Lake Activity Nodes shall include, but are not limited to, the amenities presented in Figure 2, below:

**Figure 2 - Lake Activity Nodes Amenities:**



Four (4) 6’ Metal Frame Plaza Park Benches  
Supplier: Uline or Equivalent (Item #H-8720)



One (1) ADA Accessible Metal Picnic Table 46” Round  
Supplier: Uline or Equivalent (Item #H-2672)



One (1) Outdoor Park Grill  
Supplier: Uline or Equivalent (Item #H-4419)

Note: Americans with Disabilities (ADA) access requirements will be met to the areas as depicted on the PD Concept Plan which includes the picnic table, one of two lake observation docks, and the double park bench seating area.

9. **Park and Trail Land Dedication.** UDC Section 3.05.10 requires that **Park and Trail dedication for Residentially Zoned Property** shall be provided at a rate of 1 acre per/50 DU and/or fees-in-lieu-of (or combination). The Applicant/Developer shall satisfy the requirements of Section 3.05.10 by providing the following, though there is no dedication to the City of Corinth, and all such amenities shall be privately maintained:
- Applicant/Developer shall be required to construct an eight-foot (8’) wide trail along the entire length of the west side of Parkridge Drive, 685.51’ in length (5,484 square feet). The width of this trail may be reduced to a minimum of five feet (5’) at time of Site Plan approval, should an alternative design or alignment be required for tree preservation or other purposes and should the City determine such alternative to be in the best interest of the public.
  - Applicant/Developer shall be required to construct an eight-foot (8’) wide trail along the entire length of the South side of the proposed Quarry Drive, 395.29’ in length (3,162 square feet).
  - Applicant/Developer shall be permitted to include the area of the trails constructed (length x width) in the calculation of the acreage required by this section.
  - The land area of Lake Recreation Lot 1X – excluding the land area of the four activity nodes contained within that Lot (which are designated as Private Recreation Areas) – shall be included in the calculations to meet the requirements of this section.

The Park and Trail Dedication shall be provided as described in Table D, below:

**Table D - Park and Trail Dedication**

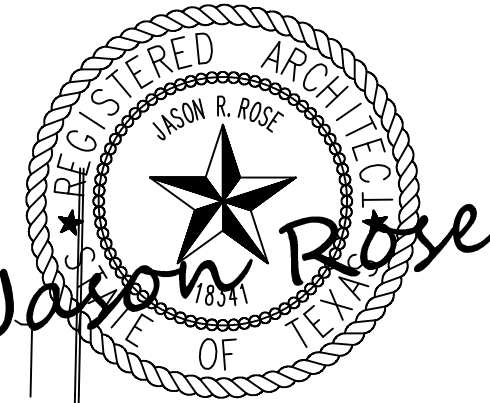
<b>Park and Trail Dedication</b>	<b>Acreage</b>
8'-wide Trail – Parkridge Drive (L x W)	0.126
8'-wide Trail – Quarry Drive (L x W)	0.072
Lot 1X, not including Activity Nodes	2.359
REQUIRED PARK AND TRAIL DEDICATION (90 UNITS)	1.80
PROVIDED PARK AND TRAIL DEDICATION	2.557

10. **Screening of Outdoor Waste Storage for Nonresidential, Single-Family Attached, and Multi-Family Residential Properties.** UDC Section 4.02.13 shall apply.
11. **Lighting and Glare Regulations.** UDC Section 2.09.07 shall apply.
12. **Sign Regulations.** UDC Section 4.01 shall apply.
13. **Fence and Screening Regulations.** UDC Section 4.02. shall apply, except as modified below:
- Subsection 4.02.11 E [requiring a masonry wall], Residential Construction Abuts a Collector or an Arterial Street, shall not apply in order to create a heavily landscaped area fostering an open neighborhood feel which encourages walking and neighborhood interaction and connection to City of Corinth’s future trail network. Plantings shall be provided as described in Landscape Section above.
  - Specifically, the Applicant/Developer shall face front facades of multi-family “townhome” and “duplex style” dwelling units facing Parkridge Drive.
14. **Access Management.** UDC Section 3.05.04, Access Management, shall apply except as modified below:
- UDC 3.05.04.G 1. Driveway Dimensions and Spacing (City Maintained Roadways), Table 25: Dimensions for Driveways at City Maintained Roadways. Criteria: Minimum Centerline Driveway Spacing Along Roadway, Collector: 150 Feet, shall be modified to 120 feet to accommodate the design of the eastern most driveway locations along Quarry Drive thereby alleviating the requirement of an accessible gate requirement at those driveway entries.
15. **Miscellaneous Development Standards**
- Lake Overlook Guardrail.** A Lake Overlook Guardrail shall be installed in the area depicted on Conceptual Landscape Plan, and shall consist of the following elements and materials:
    - Stone Columns (4) feet minimum in height, spaced (14) feet maximum apart.
    - Horizontal Round Steel Tubing, (4) feet in height.
    - Iron Fence Posts ((3) inch x (3) inch), spaced (6) feet maximum apart.

**EXHIBIT “D”  
PLANNED DEVELOPMENT CONCEPT PLAN**



J Rose Architects & Planners  
2120 Cosmos Way  
Argyle, TX 76226  
(214) 454-7895 T.  
jason@jrosearchitect.com



2-13-2023

Consultants:

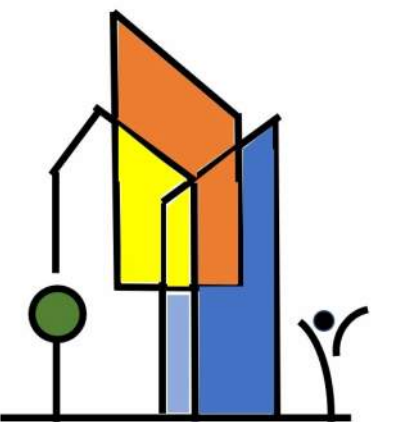
Civil Engineer:  
Oracle Engineering  
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(214) 226-5325 Tel.  
mattkostial@sbcglobal.net

Surveyor:  
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Dustin Davison, R.P.L.S.  
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Geotechnical Engineer:  
Rone Engineering  
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(214) 630-9745 Tel.  
mgray@roneengineers.com

Project Title:

Quarry



3000 Parkridge Dr.  
Corinth, TX 76201

Sheet Title:

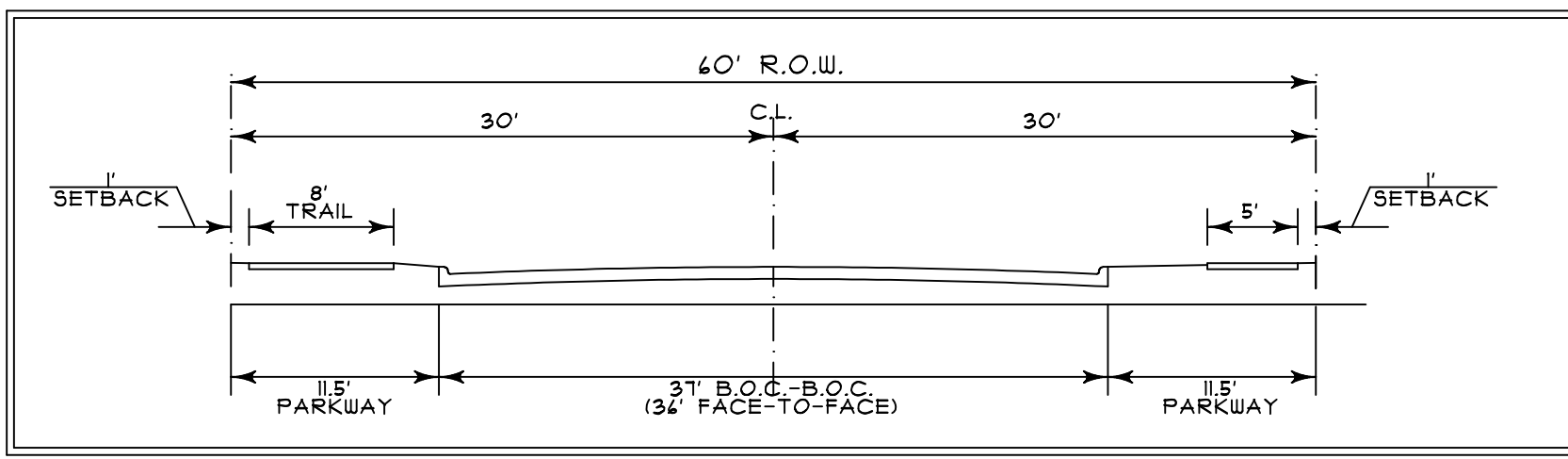
PD Concept Plan

Drawn by: JRR  
Date Created: 2-13-2023

SHEET

Exhibit D

Revised on: 2-13-2023



**FIRE SERVICE NOTES**

- 2018 INTERNATIONAL FIRE CODE, APPENDIX D, DIO.1 MULTI-FAMILY RESIDENTIAL PROJECTS HAVING MORE THAN 100 DWELLING UNITS SHALL BE EQUIPPED THROUGHOUT WITH TWO SEPARATE AND APPROVED FIRE APPARATUS ACCESS ROADS.\*
- PROJECTS HAVING UP TO 200 DWELLING UNITS SHALL HAVE NOT FEWER THAN ONE APPROVED FIRE APPARATUS ACCESS ROAD WHERE ALL BUILDINGS INCLUDING NONRESIDENTIAL OCCUPANCIES, ARE EQUIPPED WITH AN APPROVED AUTOMATIC FIRE SPRINKLER SYSTEM.\*
- MAXIMUM BUILDING HEIGHT SHALL NOT EXCEED 30'.

**CONCEPT PLAN NOTES**

- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL FINAL ROAD ALIGNMENTS, EASEMENTS, BUILDING LOCATIONS, APERTITIES TO BE DETERMINED AT THE SITE PLAN PROCESS AND SHALL BE IN CONFORMANCE AS DEPICTED HEREIN (EXHIBIT "PD CONCEPT PLAN").
- ALL STANDARD PARKING SPACES TO BE 9'X18'.
- ALL PARALLEL PARKING SPACES TO BE 8'X22'.
- ALL PUBLIC TRAIL/SIDING LOCATED ON PRIVATE PROPERTY TO BE LOCATED IN A PEDESTRIAN ACCESS EASEMENT.
- FINAL LANDSCAPE ALONG PARKRIDGE & QUARRY SHALL CONFORM TO APPLICABLE SITE DISTANCE VISIBILITY CRITERIA FOR PROPOSED ACCESS LOCATION.
- CONDOMINIUM AND/OR HOA DOCUMENTS SHALL REQUIRE RESIDENTS TO KEEP GARAGES FREE OF OBSTRUCTIONS AND REQUIRE RESIDENTS UTILIZE SUCH GARAGE PARKING IN ORDER TO MAINTAIN ACCESS TO GUEST PARKING.
- HOA WILL OFFER TRASH VALE PICKUP SERVICES FOR RESIDENTS A MINIMUM OF ONCE PER WEEK.

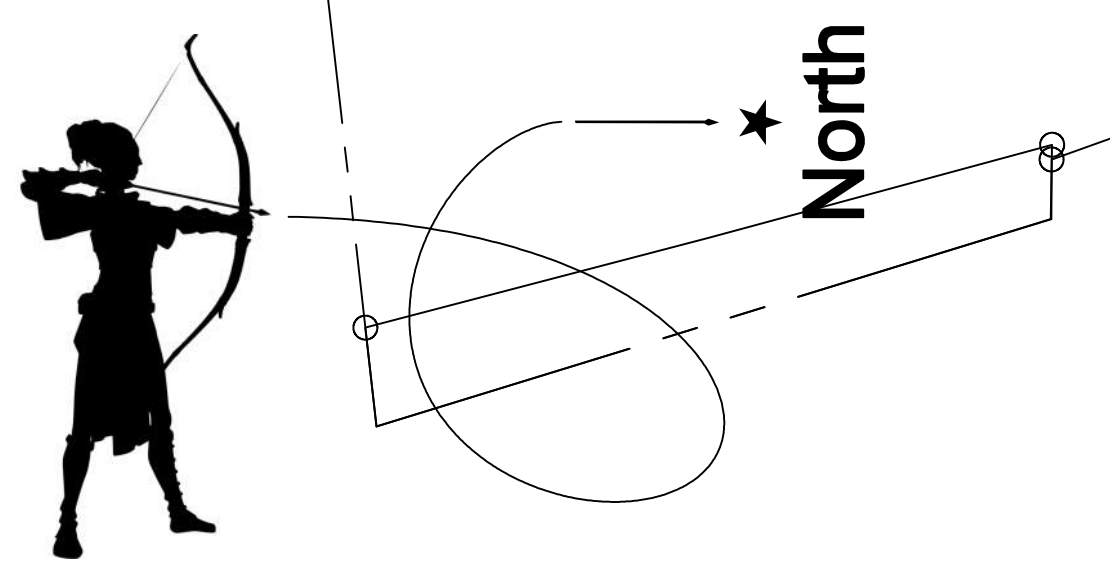
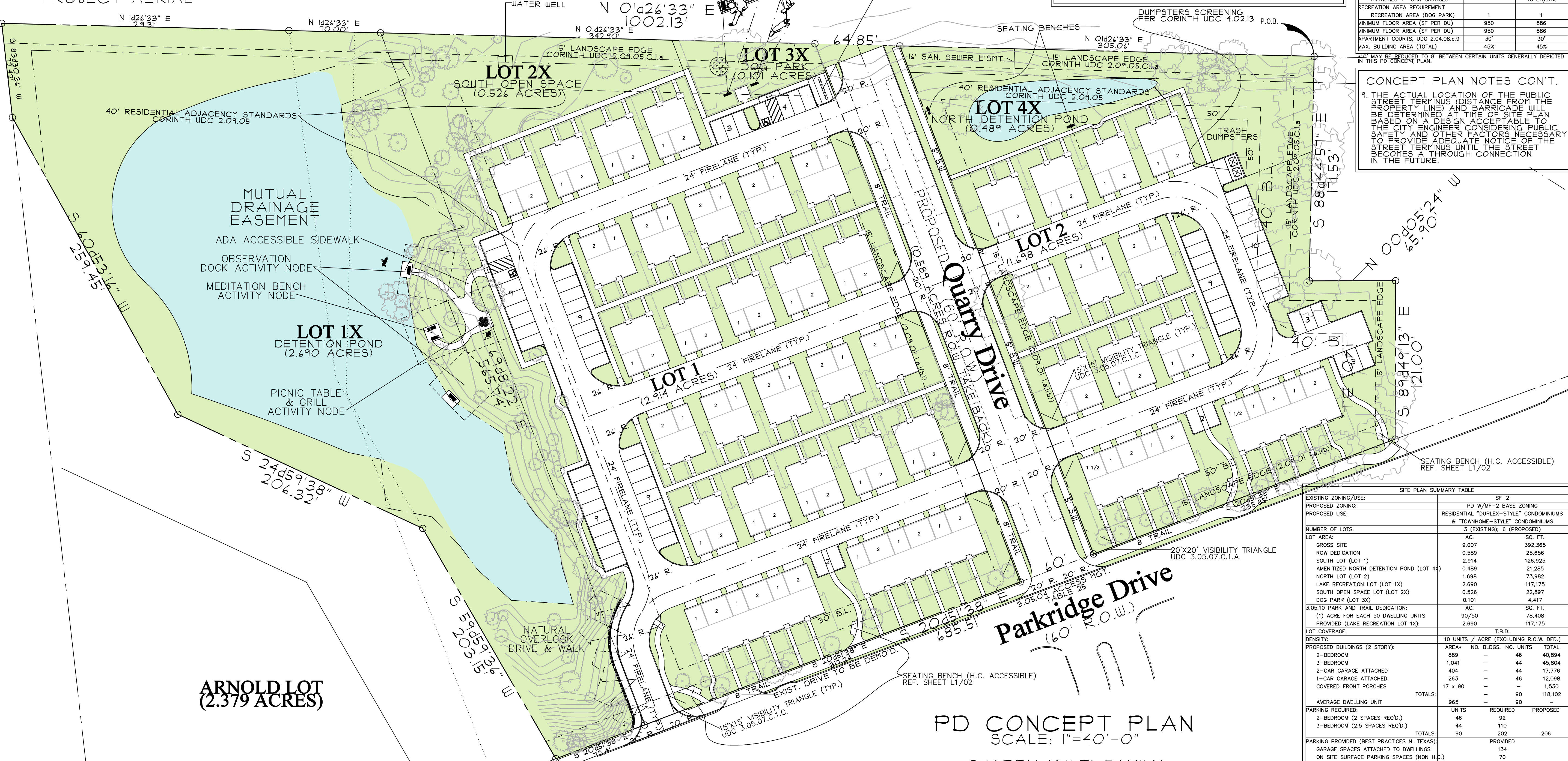
**ZONING COMPARISON TABLE**

	BASE MF-2	PROP. PD
MINIMUM SETBACKS		
FRONT YARD	30'	30'
SIDE YARD	30'	30'
INTERIOR LOT CORNER LOT	30'	15'
BETWEEN BUILDINGS	30'	10'
REAR YARD	30'	30'
RESIDENTIAL ADJACENCY STAND. GARAGE	40'	40'
	75% 1-Car Covered	100% 1 or 2 Cor
MINIMUM LOT DIMENSIONS		
LOT AREA (SQ. FT.)	25,000	25,000
LOT WIDTH	200'	200'
LOT DEPTH	200'	200'
DENSITY (MAX. DU/A)	14	10.97
MINIMUM ATTACHED 1-CAR GARAGE		
ATTACHED GARAGES PER UNIT	75%	100%
ATTACHED 2-CAR GARAGES	N/R	44 EA/49% 46 EA/51%
RECREATION AREA REQUIREMENT		
RECREATION AREA (DOG PARK)	1	1
MINIMUM FLOOR AREA (SF PER DU)	950	886
MINIMUM FLOOR AREA (SF PER DU)	950	886
APARTMENT COURTS, UDC 2.04.08.c.9	30'	30'
MAX. BUILDING AREA (TOTAL)	45%	45%

\*DU MAY BE REDUCED TO 8' BETWEEN CERTAIN UNITS GENERALLY DEPICTED IN THIS PD CONCEPT PLAN.

**CONCEPT PLAN NOTES CON'T.**

- THE ACTUAL LOCATION OF THE PUBLIC STREET TERMINUS (DISTANCE FROM THE STREET TERMINUS LINE) AND BARRELS WILL BE DETERMINED AT TIME OF SITE PLAN BASED ON A DESIGN ACCEPTABLE TO THE CITY ENGINEER CONSIDERING PUBLIC SAFETY AND OTHER FACTORS NECESSARY TO PROVIDE ADEQUATE NOTICE OF THE STREET TERMINUS UNTIL THE STREET BECOMES THROUGH CONNECTION IN THE FUTURE.



OWNER/DEVELOPER:  
Rockbrook Development LLC  
2104 Cosmos Way  
Argyle, Texas 76226  
Tel. No. (214) 454-7895  
Contact: Jason Rose  
jason@jrosearchitect.com

**PHASING PARKING SUMMARY**

PHASE 1			
PARKING REQUIRED:	UNITS	REQUIRED	
2-BEDROOM (2 SPACES REQ'D.)	30	60	
3-BEDROOM (2.5 SPACES REQ'D.)	30	75	
TOTALS:	60	135	
PARKING PROVIDED (BEST PRACTICES N. TEXAS):		PROVIDED	
GARAGE SPACES ATTACHED TO DWELLINGS		90	
ON-SITE SURFACE PARKING SPACES (NON H.C.)		43	
HANDICAP PARKING STALL(S)		2	
TOTAL PARKING PROVIDED:		135	
PARKING SPACES PER UNIT CALCULATION	(135/60)	=2.25	
PHASE 2			
PARKING REQUIRED:	UNITS	REQUIRED	
2-BEDROOM (2 SPACES REQ'D.)	16	32	
3-BEDROOM (2.5 SPACES REQ'D.)	14	35	
TOTALS:	30	67	
PARKING PROVIDED (BEST PRACTICES N. TEXAS):		PROVIDED	
GARAGE SPACES ATTACHED TO DWELLINGS		44	
ON-SITE SURFACE PARKING SPACES (NON H.C.)		27	
HANDICAP PARKING STALL(S)		0	
TOTAL PARKING PROVIDED:		71	
PARKING SPACES PER UNIT CALCULATION	(71/30)	=2.37	

A0833A E. MARSH, TR 21, 4.99 ACRES, OLD DCAD TR #1A  
A0915A MEP & PRR, TR 6, 2.34 ACRES, OLD DCAD TR #3A(1)  
A0915A MEP & PRR, TR 1A, 1.633 ACRES, (SURVEY: 7.623 ACRES)

1.385 ACRES OUT OF:  
A0833A E. MARSH, TR 23(PT), 2.5944 ACRES, OLD DCAD TR #1A(2)#8A  
A0833A E. MARSH, TR 22, 1.8 ACRES, OLD DCAD TR #1A(4)  
A0915A MEP & PRR, TR 1, 9.261 ACRES, OLD DCAD TR #3A(1A)

CITY OF CORINTH,  
DENTON COUNTY, TEXAS  
January 23, 2023

**SITE PLAN SUMMARY TABLE**

EXISTING ZONING/USE:	SF-2
PROPOSED ZONING:	PD W/MF-2 BASE ZONING
PROPOSED USE:	RESIDENTIAL "DUPLEX-STYLE" CONDOMINIUMS & "TOWNHOME-STYLE" CONDOMINIUMS
NUMBER OF LOTS:	3 (EXISTING); 6 (PROPOSED)
LOT AREA:	AC. SQ. FT.
GROSS SITE	9,007 392,365
ROW DEDICATION	0,589 25,656
SOUTH LOT (LOT 1)	2,914 126,925
AMENITIZED NORTH DETENTION POND (LOT 4X)	0,489 21,285
NORTH LOT (LOT 2)	1,698 73,982
LAKE RECREATION LOT (LOT 1X)	2,690 117,175
SOUTH OPEN SPACE LOT (LOT 2X)	0,526 22,897
DOG PARK (LOT 3X)	0,101 4,417
3.05.10 PARK AND TRAIL DEDICATION:	AC. SQ. FT.
(1) ACRE FOR EACH 50 DWELLING UNITS	90/50 78,408
PROVIDED (LAKE RECREATION LOT 1X):	2,690 117,175
LOT COVERAGE:	T.B.D.
DENSITY:	10 UNITS / ACRE (EXCLUDING R.O.W. DED.)
PROPOSED BUILDINGS (2 STORY):	AREA* NO. BLDGS. NO. UNITS TOTAL
2-BEDROOM	889 - 46 40,894
3-BEDROOM	1,041 - 44 45,804
2-CAR GARAGE ATTACHED	404 - 44 17,776
1-CAR GARAGE ATTACHED	263 - 46 12,098
COVERED FRONT PORCHES	17 x 90 - 90 1,530
AVERAGE DWELLING UNIT	TOTALS: 965 - 90 118,102
PARKING REQUIRED:	UNITS REQUIRED PROPOSED
2-BEDROOM (2 SPACES REQ'D.)	46 92
3-BEDROOM (2.5 SPACES REQ'D.)	44 110
TOTALS:	90 202 206
PARKING PROVIDED (BEST PRACTICES N. TEXAS):	PROVIDED
GARAGE SPACES ATTACHED TO DWELLINGS	134
ON-SITE SURFACE PARKING SPACES (NON H.C.)	70
HANDICAP PARKING STALL(S)	2
TOTAL PARKING PROVIDED:	206
PARKING SPACES PER UNIT CALCULATION	(206/90) = 2.29
ATTACHED COVERED GARAGE SPACES PER UNIT:	100%
PRIVATE RECREATION SPACE REQUIRED:	29,337 8%* (SF. %)
PRIVATE RECREATION SPACE PROVIDED:	
AMENITIZED NORTH DETENTION POND (4X)	21,285 5.80%* (SF. %)
DOG PARK (LOT 3X)	4,417 1.77%* (SF. %)
DESIGNATED LAKE ACTIVITY NODES X4	5,776 1.58%* (SF. %)
TOTALS:	31,478 8.58%* (SF. %)
OPEN SPACE PROVIDED:	
LAKE RECREATION LOT DEDICATED LOT (1X)	117,175 31.95%* (SF. %)
SOUTH RECREATION LOT (2X)	22,897 6.24%* (SF. %)
MISC. COMMUNITY OPEN SPACE 1	32,723 8.92%* (SF. %)
TOTALS:	172,795 47.11%* (SF. %)
PRIVATE RECREATION SPACE PROVIDED:	
FENCED PRIVATE YARDS:	31,500 8.59%* (SF. %)
LANDSCAPE AREA:	230,025 62.73%* (SF. %)
IMPERVIOUS AREA:	136,684 37.27%* (SF. %)
LOADING SPACE:	NOT REQUIRED
OUTSIDE STORAGE:	NONE PROPOSED

\*PERCENTAGE IN RELATIONSHIP TO "NET" SITE = 366,709 SF

1. MISCELLANEOUS OPEN SPACE IS EXCLUSIVE OF PAVED AREA.

**EXHIBIT “E”**  
**CONCEPTUAL LANDSCAPE PLAN**



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(214) 454-7895 T.  
jason@jrosearchitect.com



2-13-2023

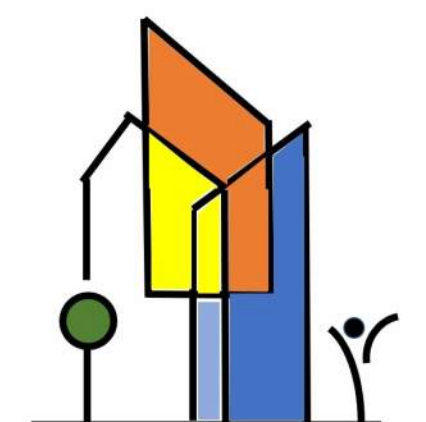
**Consultants:**

**Civil Engineer:**  
Oracle Engineering  
Matt Kostial, P.E.  
2204 Green Hill Drive  
McKinney, TX 75070  
(214) 226-5325 Tel.  
mattkostial@sbcglobal.net

**Surveyor:**  
Duenes Land Surveying, LLC  
Dustin Davison, R.P.L.S.  
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Mesquite, TX 75149  
(214) 317-0685 Tel.  
dustin@dueneslandsurveying.com

**Geotechnical Engineer:**  
Rone Engineering  
Mark D. Gray, P.E.  
8908 Ambassador Row  
Dallas, TX 75247 Tel.  
(214) 630-9745 Tel.  
mgray@roneengineers.com

**Project Title:**  
Quarry



3000 Parkridge Dr.  
Corinth, TX 76201

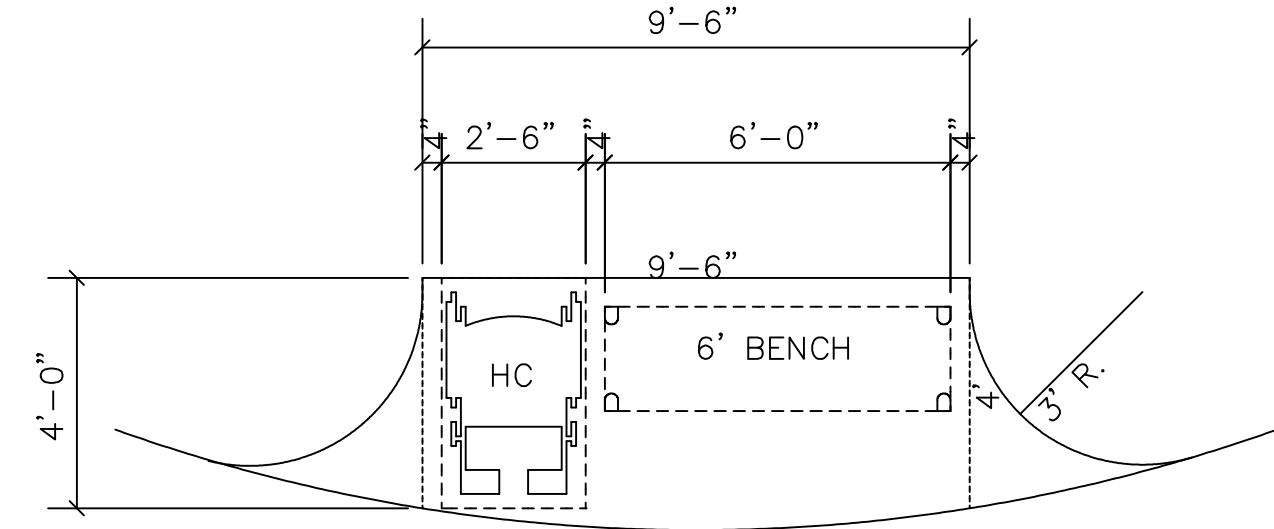
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Conceptual Landscape Plan

**Drawn by:** JRR  
**Date Created:** 2-13-2023

SHEET

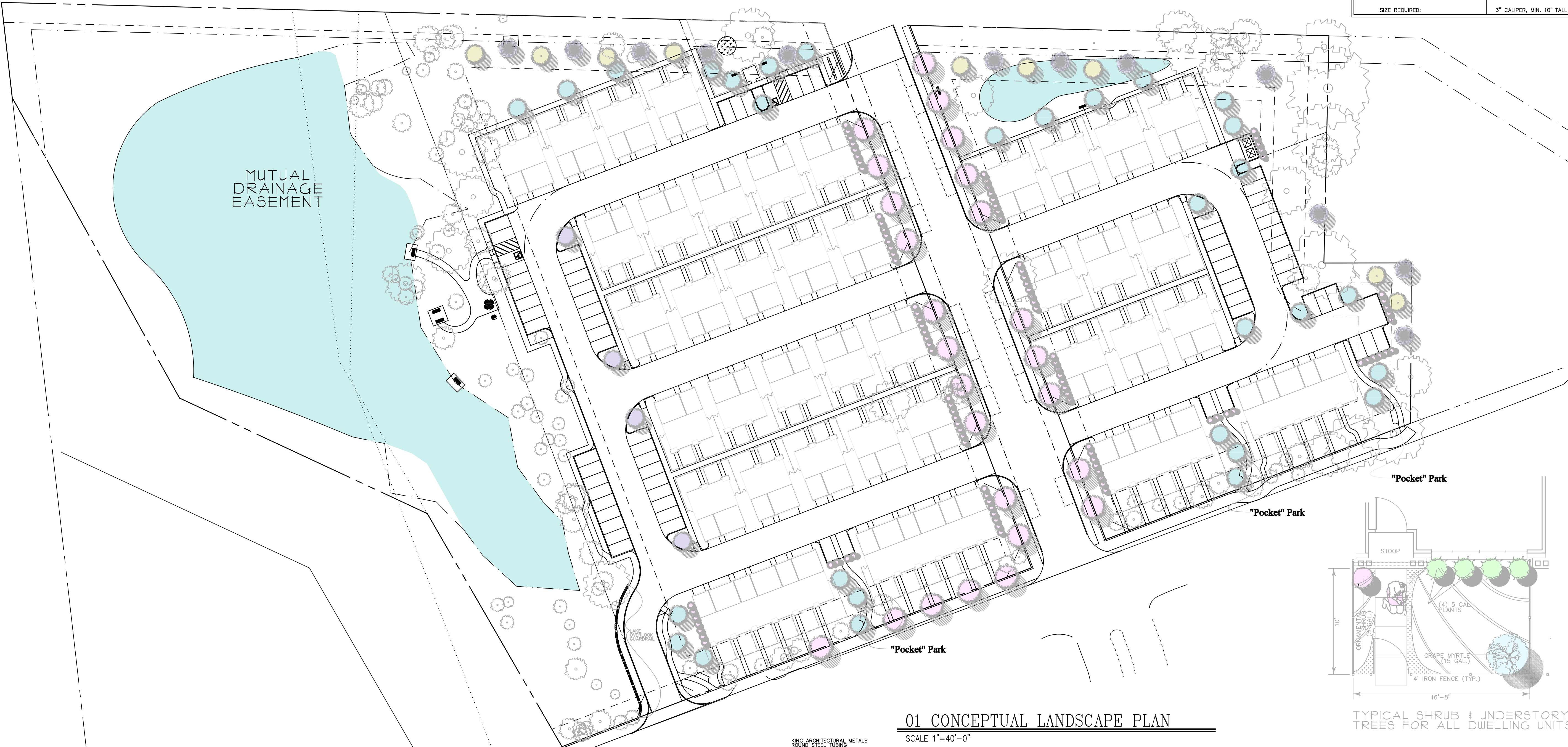
**Exhibit E**

**Revised on:** 2-13-2023 47

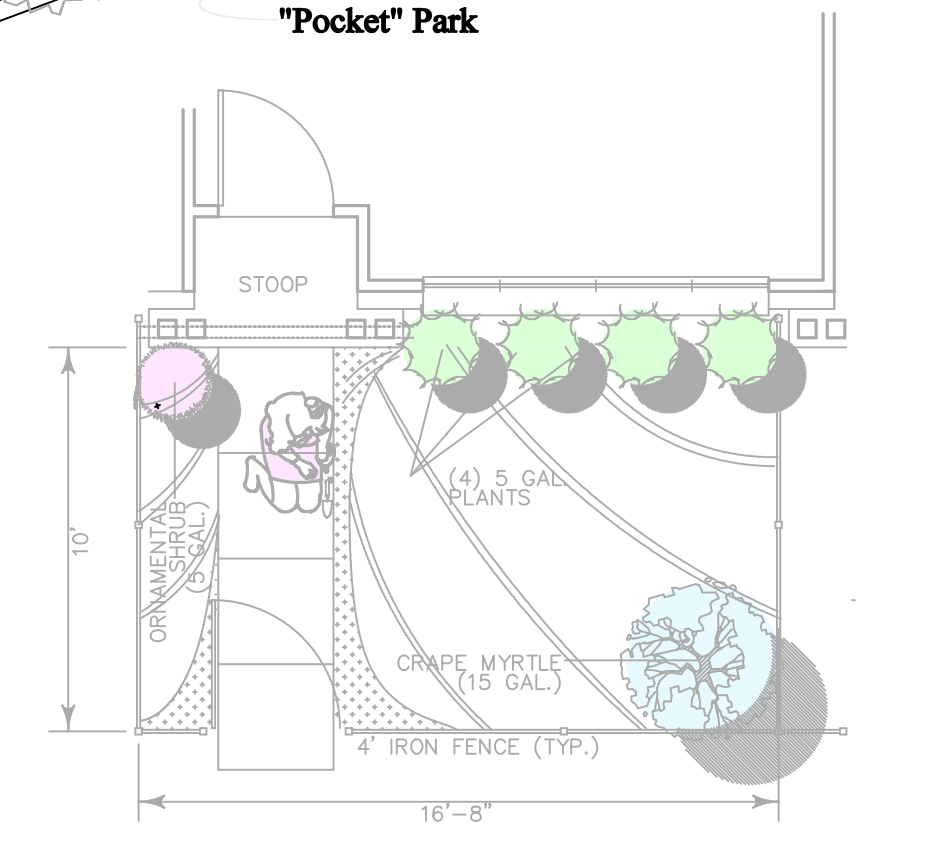


02 HANDICAP ACCESSIBLE SEATING BENCH AREA (TYP.)  
SCALE: 1" = 1'-0"

LANDSCAPE TABLE	
SOURCE: CORINTH UDC 2.09.01. - LANDSCAPING REGULATIONS	
LANDSCAPE BUFFER WIDTH ADJACENT TO COLLECTOR STREET	15'
LANDSCAPE EDGE TREES REQUIRED	SPACED EVERY 30' WHERE PRACTICAL 3" CALIPER 25 PROVIDED*
SIZE REQUIRED:	
SHRUB BUFFER FOR PARKING LOTS AND DRIVES WHERE ADJACENT TO THE LANDSCAPE EDGE	CONTIGUOUS 5 GALLON
TWENTY SQUARE FEET OF LANDSCAPING PER 20 PARKING SPACE INCLUDING ONE 3" CAL. TREE	72 SURFACE PARKING SPACES 4 SHADE TREES REQUIRED 4 SHADE TREES PROVIDED
ONE 3" CAL. SHADE TREE PER 1,000 SQFT OF REQUIRED OPEN SPACE	29,337 SF/1,000 = 30 3" CAL. SHADE TREES 30 REQUIRED/30 PROVIDED
DOUBLE ROW OF TREES OFFSET FIFTY (50) FEET PLANTED IN FIFTEEN (15) FOOT LANDSCAPE EDGE	PROVIDED: 9 DECIDUOUS 11 EVERGREEN
FIFTY PERCENT (50%) OF THE TREES TO BE LARGE EVERGREEN TREES.	
2.09.05.C.1.a. RESIDENTIAL ADJACENCY STANDARDS WHERE NOT IN CONFLICT WITH EXISTING TREES	
SIZE REQUIRED:	3" CALIPER, MIN. 10' TALL

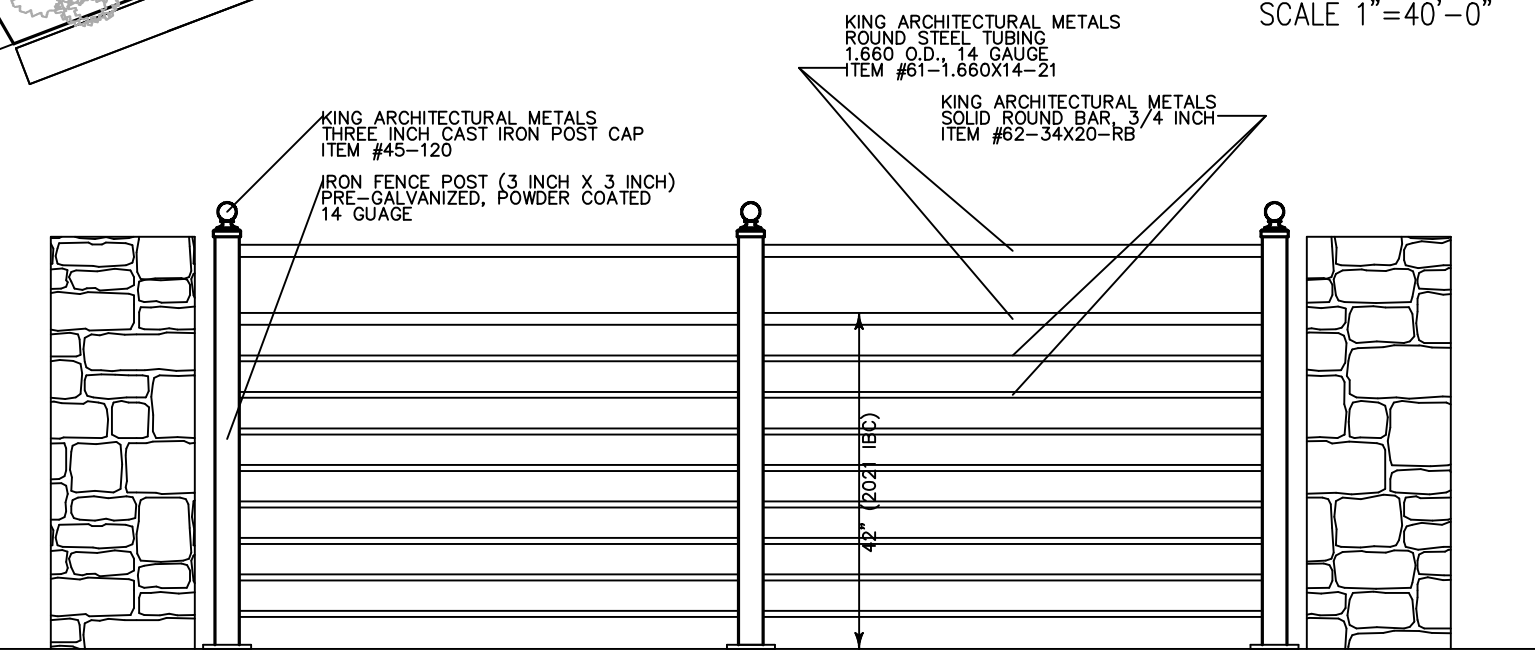
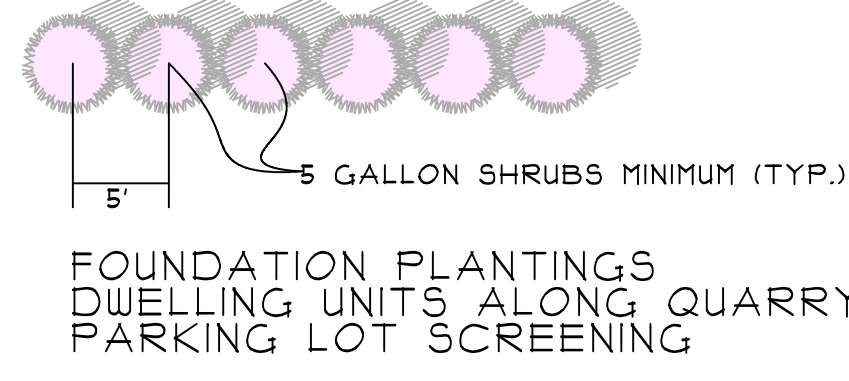


01 CONCEPTUAL LANDSCAPE PLAN  
SCALE 1"=40'-0"

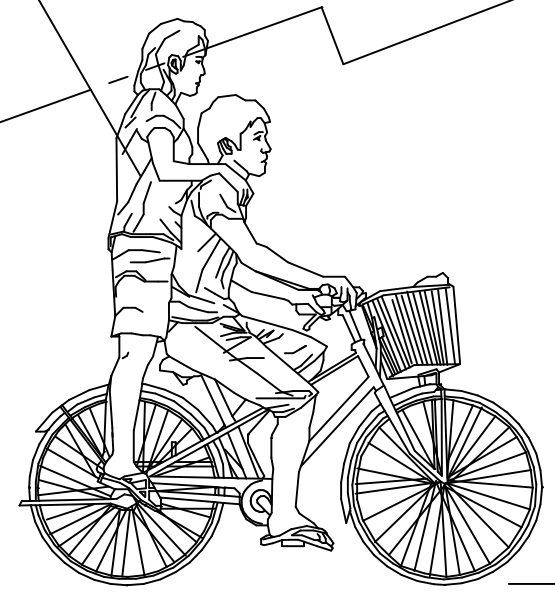
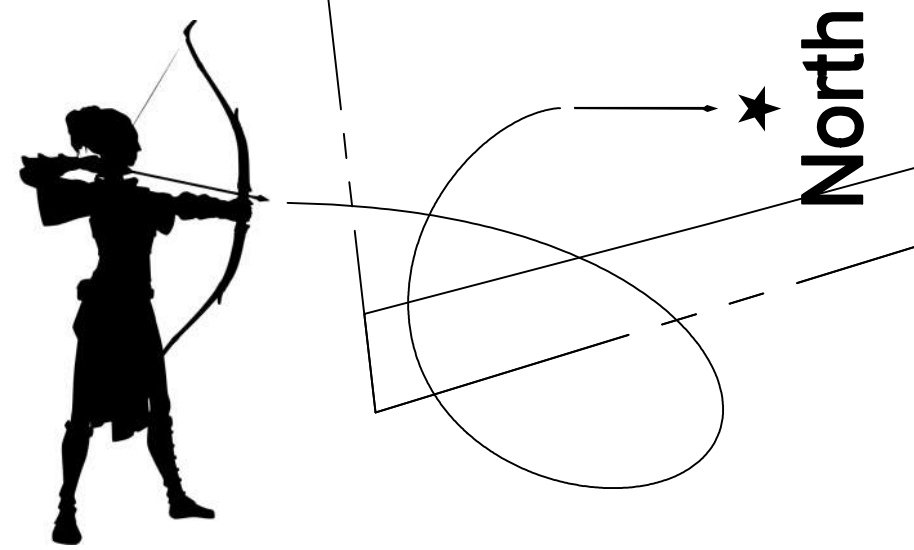


TYPICAL SHRUB & UNDERSTORY TREES FOR ALL DWELLING UNITS

- 3" CAL. DECIDUOUS SHADE TREE ADJACENT TO COLLECTOR STREET(S)
- 3" CAL. DECIDUOUS SHADE TREE (50% 15' LANDSCAPE EDGE REQUIREMENT) 9 EA
- 3" CAL. EVERGREEN TREE (50% 15' LANDSCAPE EDGE REQUIREMENT) 11 EA
- 3" CAL. SHADE TREE PER 1,000 SF OF OPEN SPACE REQUIREMENT 29,337/1,000 = 30 EA
- 3" CAL. SHADE TREE PER 20 PARKING LOT SPACES 12/20 = 4 EA



03 LAKE OVERLOOK GUARDRAIL DETAIL  
SCALE 1/2" = 1'-0"



**EXHIBIT “F” (“F-1 through “F-8”)  
ELEVATIONS**





ACME BRICK KINGSIZE COLOR: "WINTERSTONE"



ACME BRICK KINGSIZE COLOR: "WHITE SAGE"

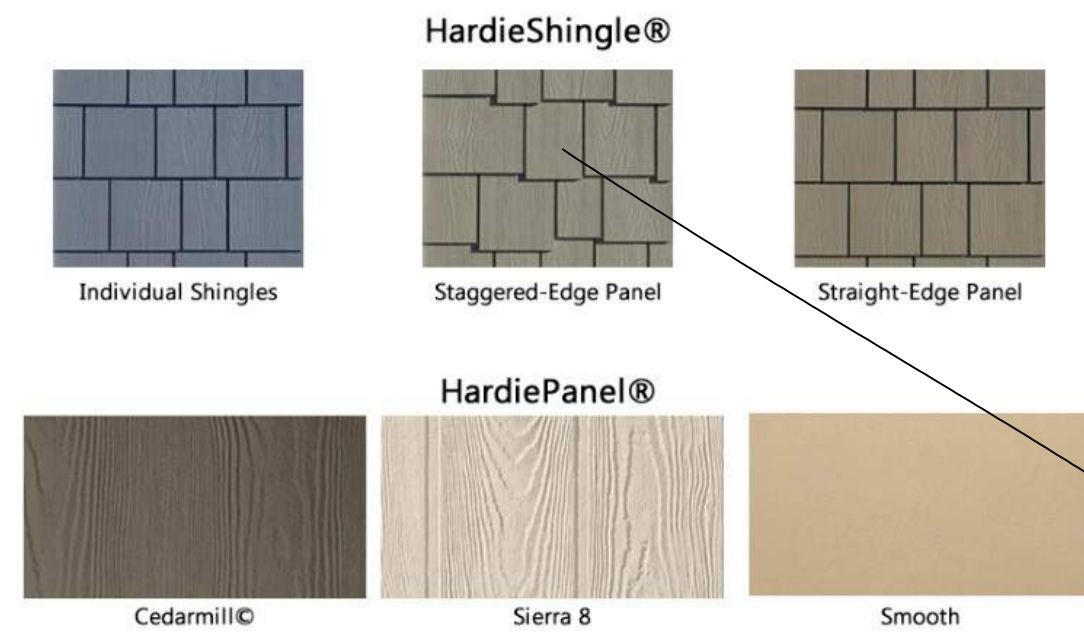


ACME BRICK KINGSIZE COLOR: "PINE RIDGE"

THE MOST POPULAR Farmhouse Paint Colors FOR THAT FIXER UPPER LOOK

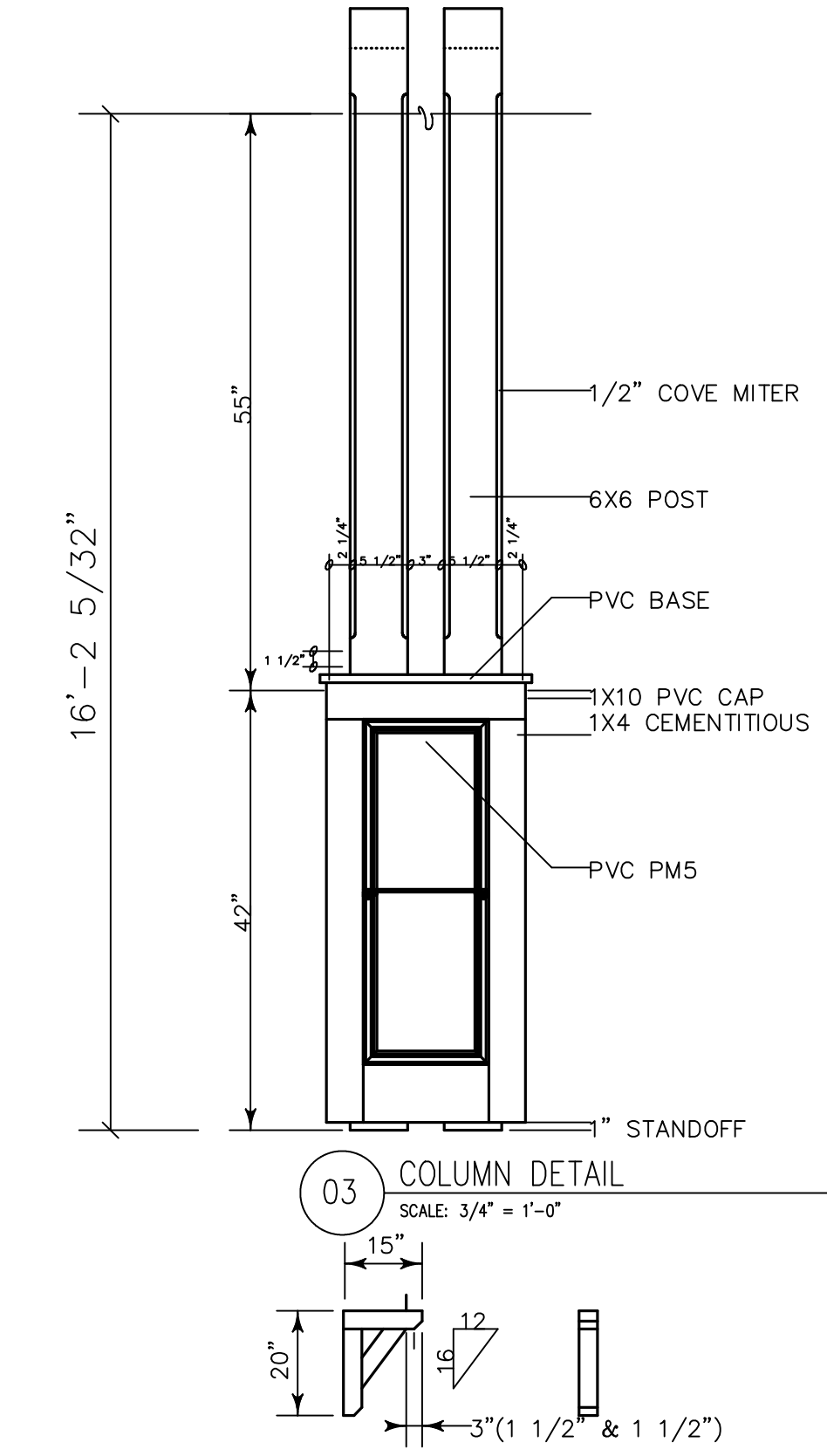


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CEMENTITIOUS HARDIE TEXTURES

Front Facade Material Standards within the PD Narrative: Masonry: 100%\* Brick or Stone: Unit Masonry : 40%\* Cementitious Fiber: 60% -Maximum\* \*Exclusive of Doors & Windows

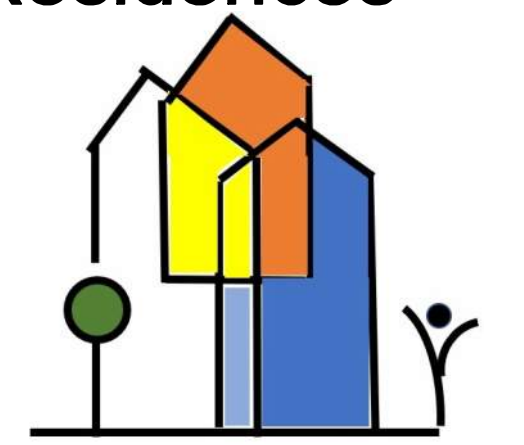


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- Consultants: Civil Engineer: Oracle Engineering... Surveyor: Duenes Land Surveying, LLC... Geotechnical Engineer: Rone Engineering...

Project Title: Quarry Residences



3000 Parkridge Dr. Corinth, TX 76201

Sheet Title: Exhibit F Front Elevation

Drawn by: JRR Date Created: 2-13-2023

SHEET

Exhibit F-1



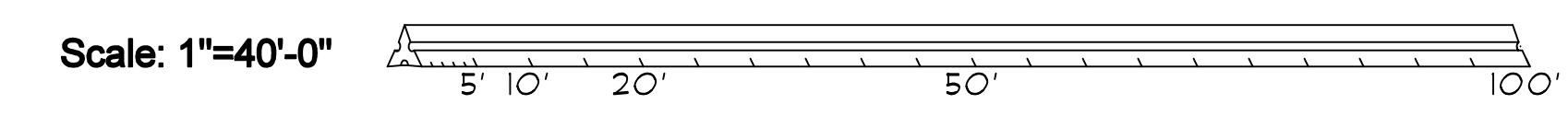
01 FRONT ELEVATION

SCALE 3/8"=1'-0"



01 FRONT ELEVATION

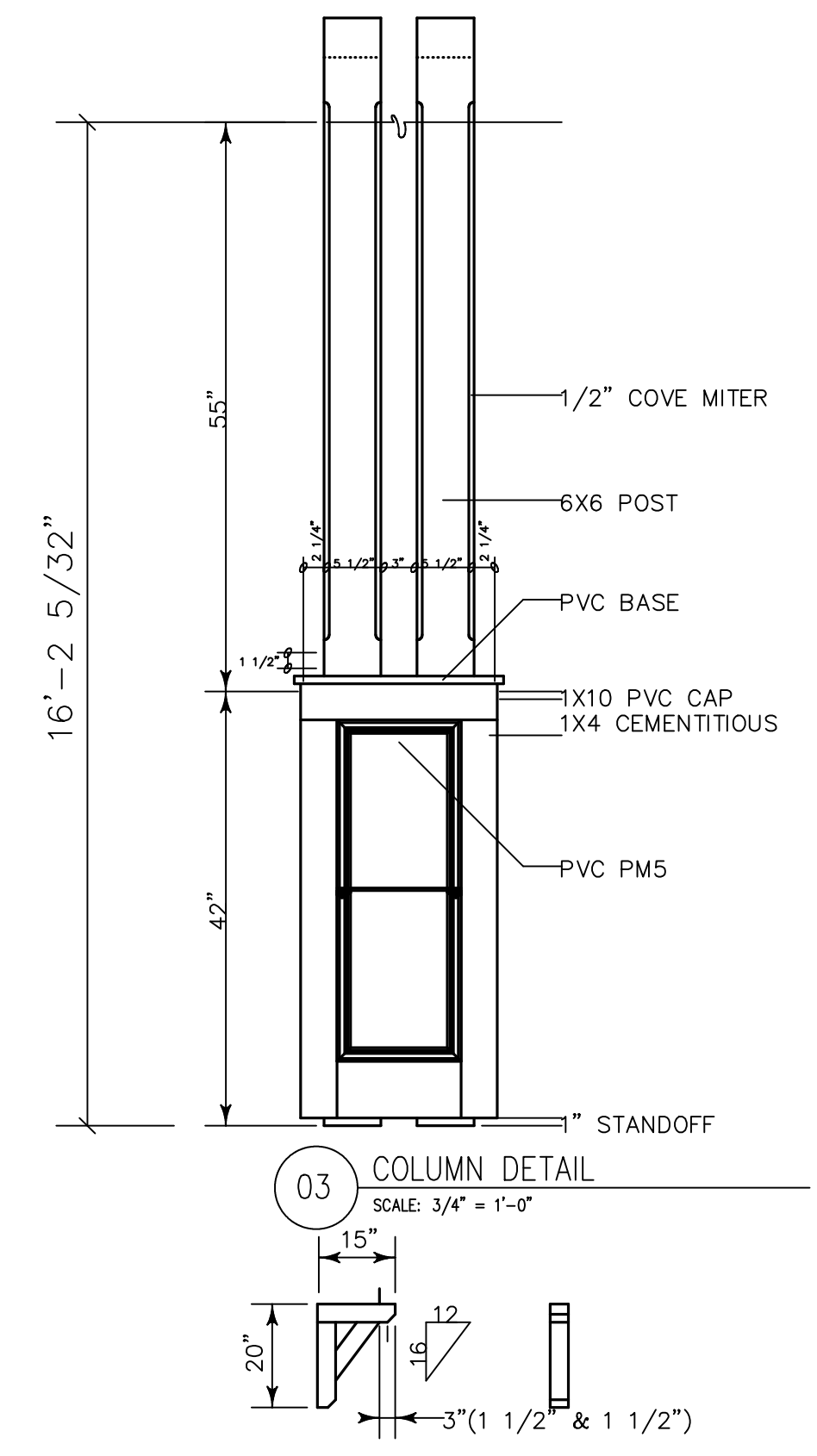
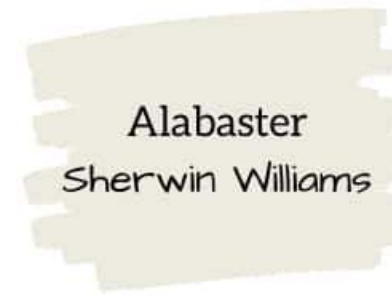
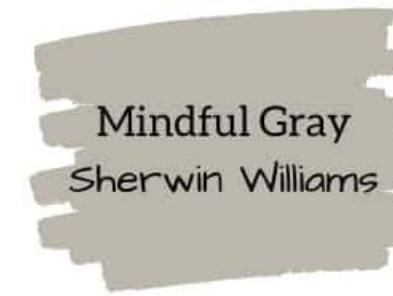
SCALE 3/8"=1'-0"



Revised on: 2-13-2023 49



### THE MOST POPULAR Farmhouse Paint Colors FOR THAT FIXER UPPER LOOK



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  - Surveyor:  
Duenes Land Surveying, LLC  
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  - Geotechnical Engineer:  
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mgray@roneengineers.com

**Project Title:**  
**Quarry Residences**

3000 Parkridge Dr.  
Corinth, TX 76201

**Sheet Title:**  
**Exhibit F  
Front  
Elevation**

Drawn by: JRR  
Date Created: 2-13-2023

SHEET

**Exhibit F-2**

Revised on: 2-13-2023

Front Facade Material Standards within the PD Narrative:  
Masonry: 100%\*  
Brick or Stone: Unit Masonry : 40%\*  
Cementitious Fiber: 60% -Maximum\*  
\*Exclusive of Doors & Windows



CEMENTITIOUS HARDIE TEXTURES



01 FRONT ELEVATION

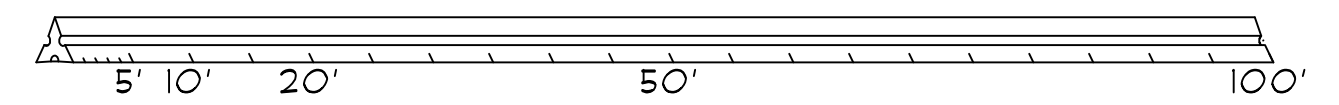
SCALE 3/8"=1'-0"



01 FRONT ELEVATION

SCALE 3/8"=1'-0"

Scale: 1"=40'-0"



Revised on: 2-13-2023



ACME BRICK KINGSIZE  
COLOR: "WINTERSTONE"

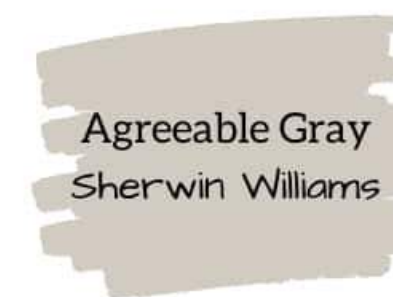
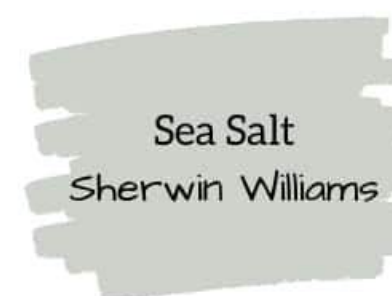
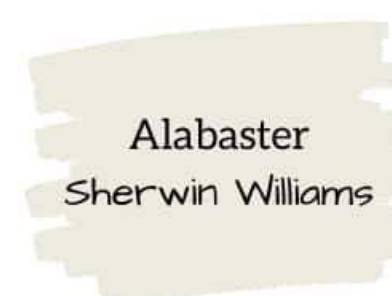
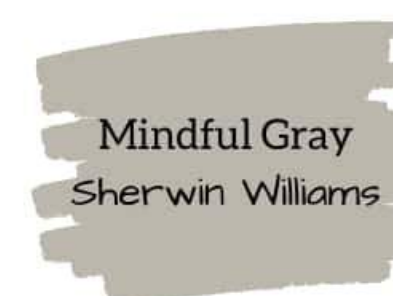


ACME BRICK KINGSIZE  
COLOR: "WHITE SAGE"

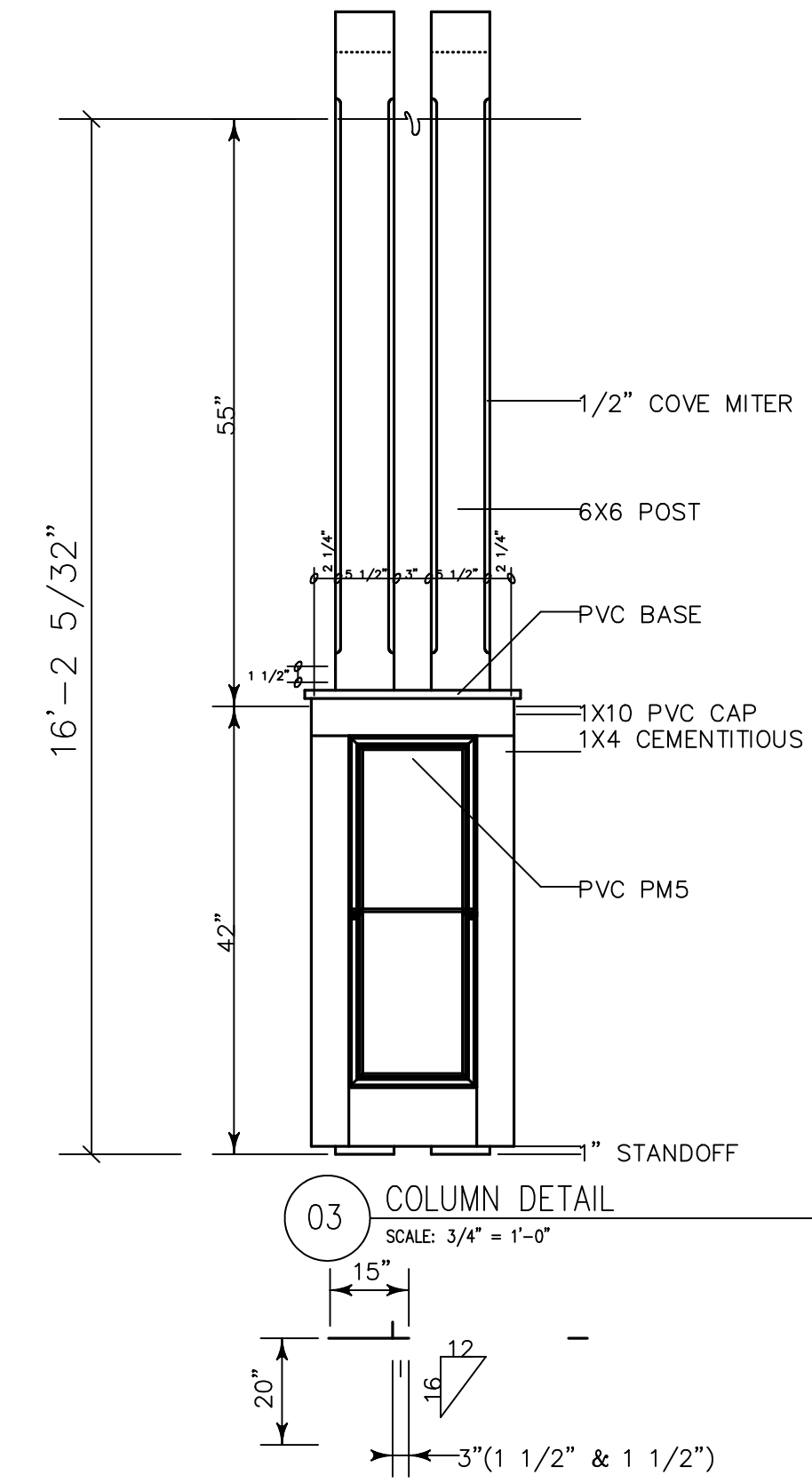


ACME BRICK KINGSIZE  
COLOR: "PINE RIDGE"

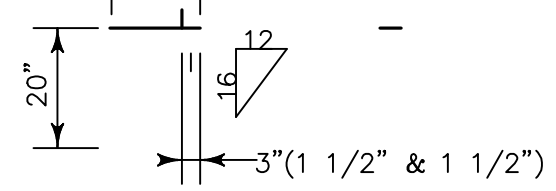
THE MOST POPULAR  
Farmhouse Paint Colors  
FOR THAT FIXER UPPER LOOK



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03 COLUMN DETAIL  
SCALE: 3/4" = 1'-0"



01 BRACKET DETAIL  
SCALE: 3/4" = 1'-0"



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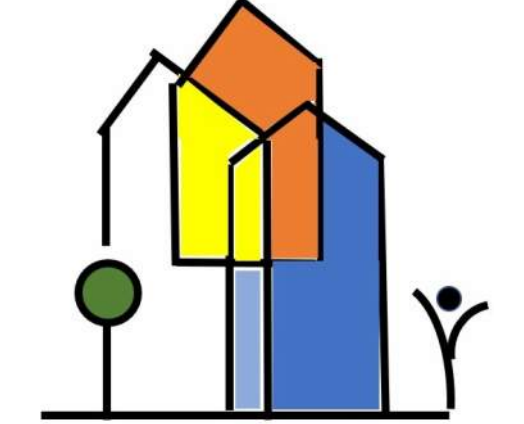
Consultants:

Civil Engineer:  
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McKinney, TX 75010  
(214) 226-5325 Tel.  
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dustin@dueneslandsurveying.com

Geotechnical Engineer:  
Rone Engineering  
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(214) 630-9745 Tel.  
mgray@roneengineers.com

Project Title:  
Quarry Residences



3000 Parkridge Dr.  
Corinth, TX 76201

Sheet Title:  
Exhibit F  
Front Elevation

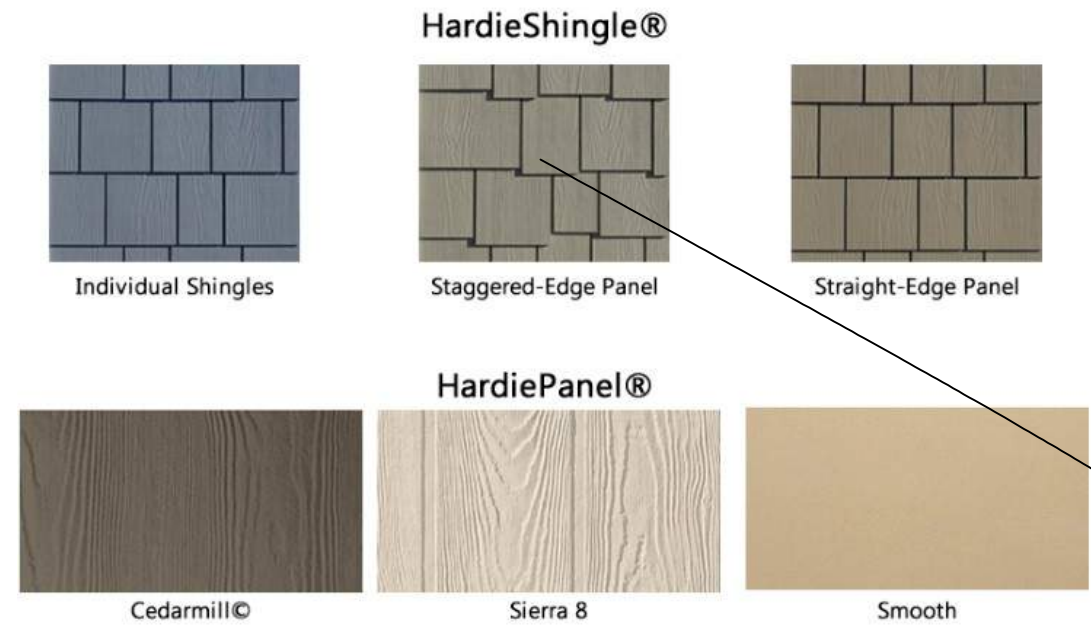
Drawn by: JRR  
Date Created: 2-13-2023

SHEET

Exhibit F-3

Revised on: 2-13-2023 51

Front Facade Material Standards within the PD Narrative:  
Masonry: 100%\*  
Brick or Stone: Unit Masonry : 40%\*  
Cementitious Fiber: 60% -Maximum\*  
\*Exclusive of Doors & Windows



CEMENTITIOUS HARDIE TEXTURES



01 FRONT ELEVATION

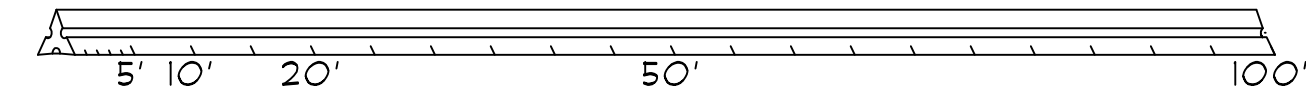
SCALE 3/8"=1'-0"



01 FRONT ELEVATION

SCALE 3/8"=1'-0"

Scale: 1"=40'-0"



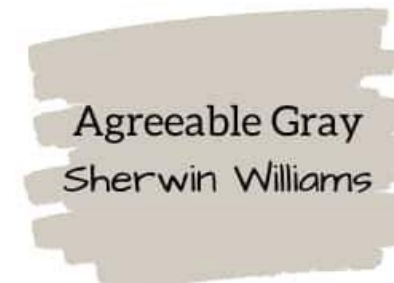
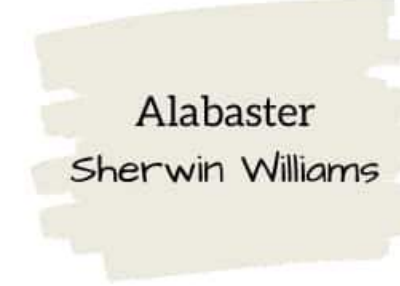
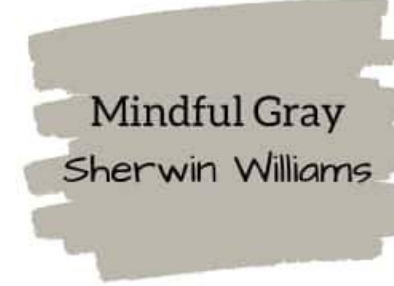


ACME BRICK KINGSIZE COLOR: "WINTERSTONE"

ACME BRICK KINGSIZE COLOR: "WHITE SAGE"

ACME BRICK KINGSIZE COLOR: "PINE RIDGE"

THE MOST POPULAR Farmhouse Paint Colors FOR THAT FIXER UPPER LOOK

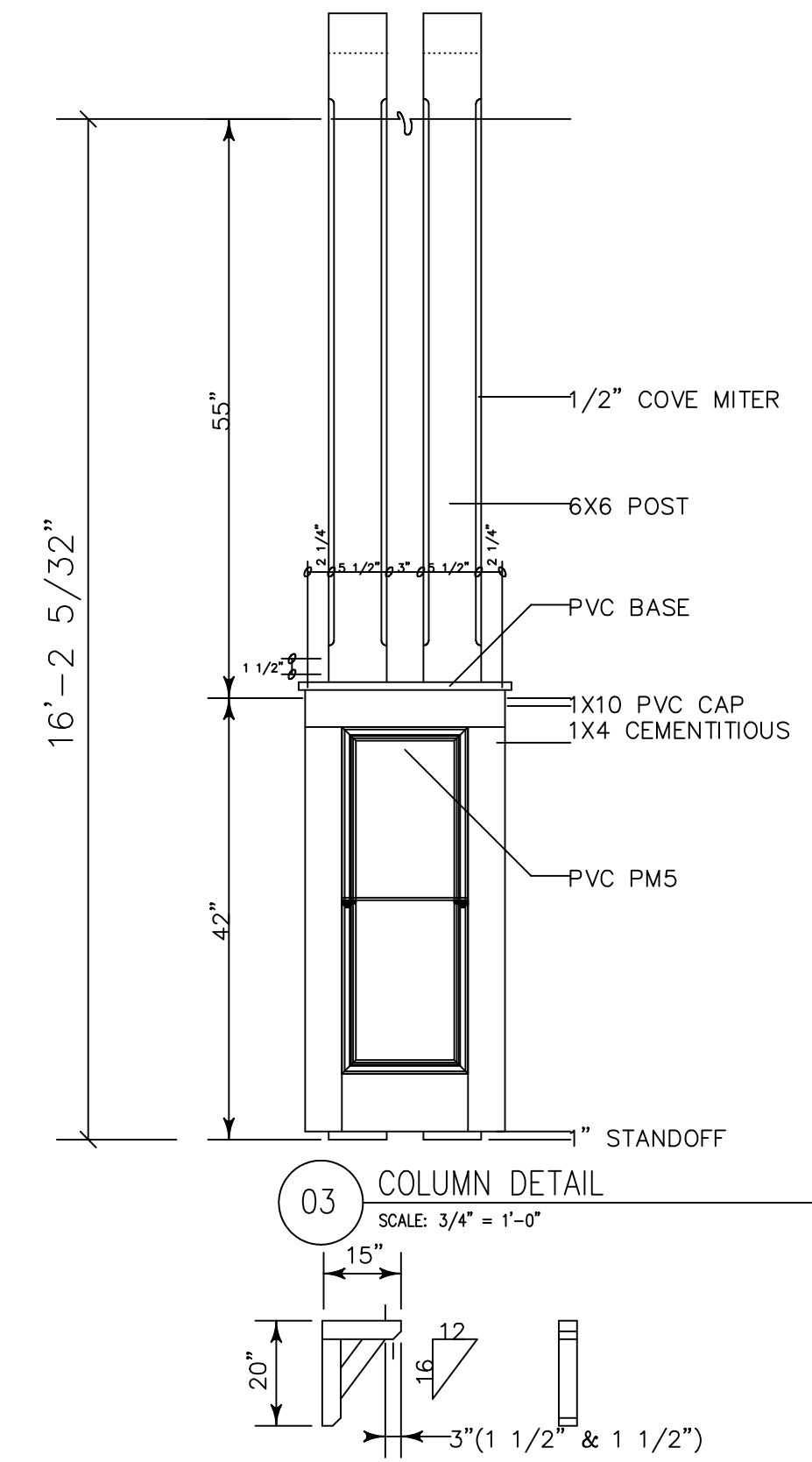


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CEMENTITIOUS HARDIE TEXTURES

Front Facade Material Standards within the PD Narrative: Masonry: 100%\* Brick or Stone: Unit Masonry : 40%\* Cementitious Fiber: 60% -Maximum\* \*Exclusive of Doors & Windows



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Project Title: Quarry Residences



3000 Parkridge Dr. Corinth, TX 76201

Sheet Title: Front Elevation

Drawn by: JRR Date Created: 1-23-2023

SHEET

Exhibit F-4

Revised on: 1-23-2023 52



01 FRONT ELEVATION (TOWNHOUSE)

SCALE 3/8"=1'-0"





**J Rose Architects & Planners**

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Front Facade Material Standards within the PD Narrative:

Masonry: 100%\*

Brick or Stone: Unit Masonry : 0%\*

Cementitious Fiber: 100% -Maximum\*

\*Exclusive of Doors & Windows



1-23-2023



**01 LEFT ELEVATION (FACING STREETS & INTERNAL DRIVES)**

SCALE 3/8"=1'-0"

**Consultants:**

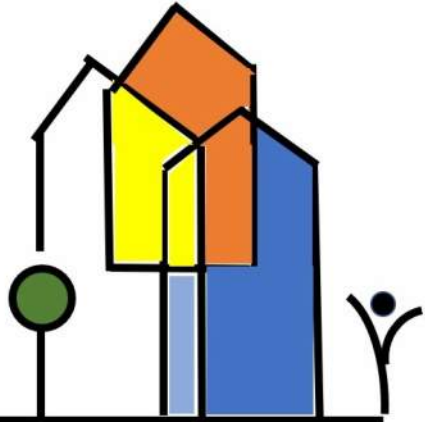
2001 Engineer EL 8'-1 1/8"  
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Rone Engineering  
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mgray@roneengineers.com

**Project Title:**

**Quarry Residences**



3000 Parkridge Dr.  
Corinth, TX 76201

**Sheet Title:**

**Left Side Elevation**

Drawn by: JRR  
Date Created: 1-23-2023

SHEET

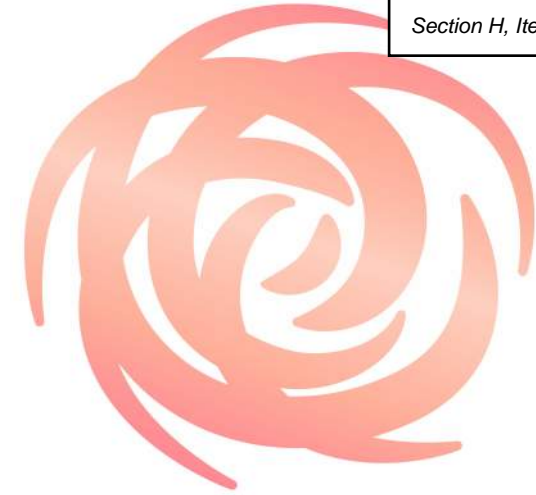
**Exhibit F-5**

Scale: 1"=40'-0"



Revised on: 1-23-2023

Front Facade Material Standards within the PD Narrative:  
Masonry: 100%\*  
Brick or Stone: Unit Masonry : 0%\*  
Cementitious Fiber: 100% –Maximum\*  
\*Exclusive of Doors & Windows



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jason@jrosearchitect.com



9-19-2022

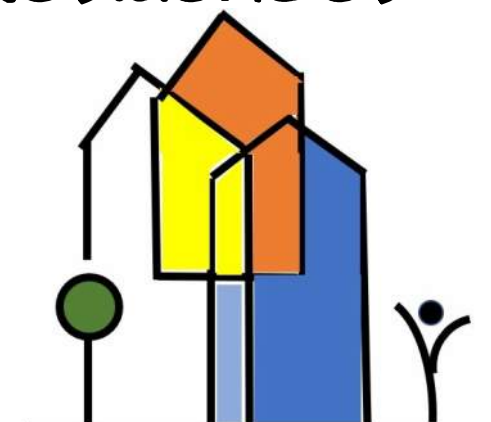
**Consultants:**

Civil Engineer:  
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mattkostial@sbcglobal.net

Surveyor:  
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(214) 211-0685 Tel.  
dustin@dueneslandsurveying.com

Geotechnical Engineer:  
Rone Engineering  
Mark D. Gray, P.E.  
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Dallas, TX 75241 Tel.  
(214) 630-9745 Tel.  
mgray@roneengineers.com

Project Title:  
**Quarry Residences**



3000 Parkridge Dr.  
Corinth, TX 76201

Sheet Title:  
**Right Side Elevation**

Drawn by: JRR  
Date Created: 9-19-2022

SHEET

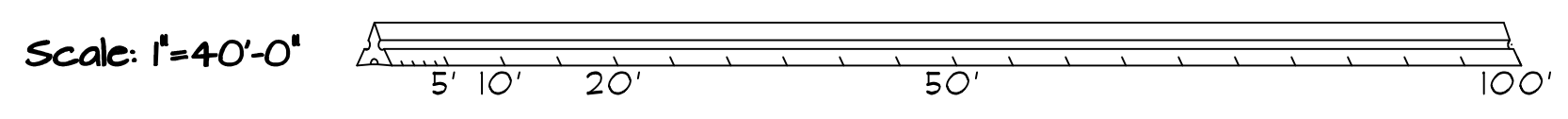
**Exhibit F-6**

Revised on: 9-19-2022 54



**01 RIGHT ELEVATION**

SCALE 3/8"=1'-0"





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1-23-2023

**Consultants:**

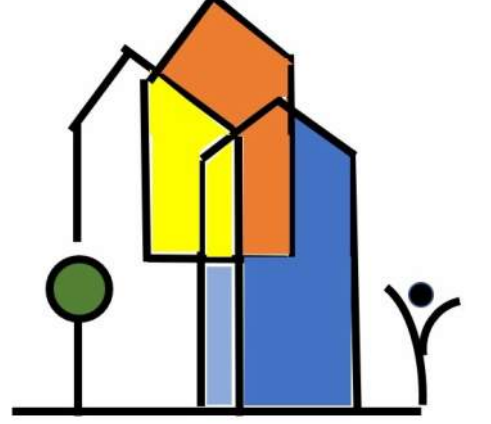
**Civil Engineer:**  
Oracle Engineering  
Matt Kostial, P.E.  
2204 Green Hill Drive  
McKinney, TX 75070  
(214) 226-5325 Tel.  
mattkostial@sbcglobal.net

**Surveyor:**  
Duenes Land Surveying, LLC  
Dustin Davison, R.P.L.S.  
2112 Blackfoot Trail  
Mesquite, TX 75149  
(214) 317-0685 Tel.  
dustin@dueneslandsurveying.com

**Geotechnical Engineer:**  
Rone Engineering  
Mark D. Gray, P.E.  
8908 Ambassador Row  
Dallas, TX 75247 Tel.  
(214) 630-9745 Tel.  
mgray@roneengineers.com

**Project Title:**

**Quarry Residences**



3000 Parkridge Dr.  
Corinth, TX 76201

**Sheet Title:**

**Back Elevation**

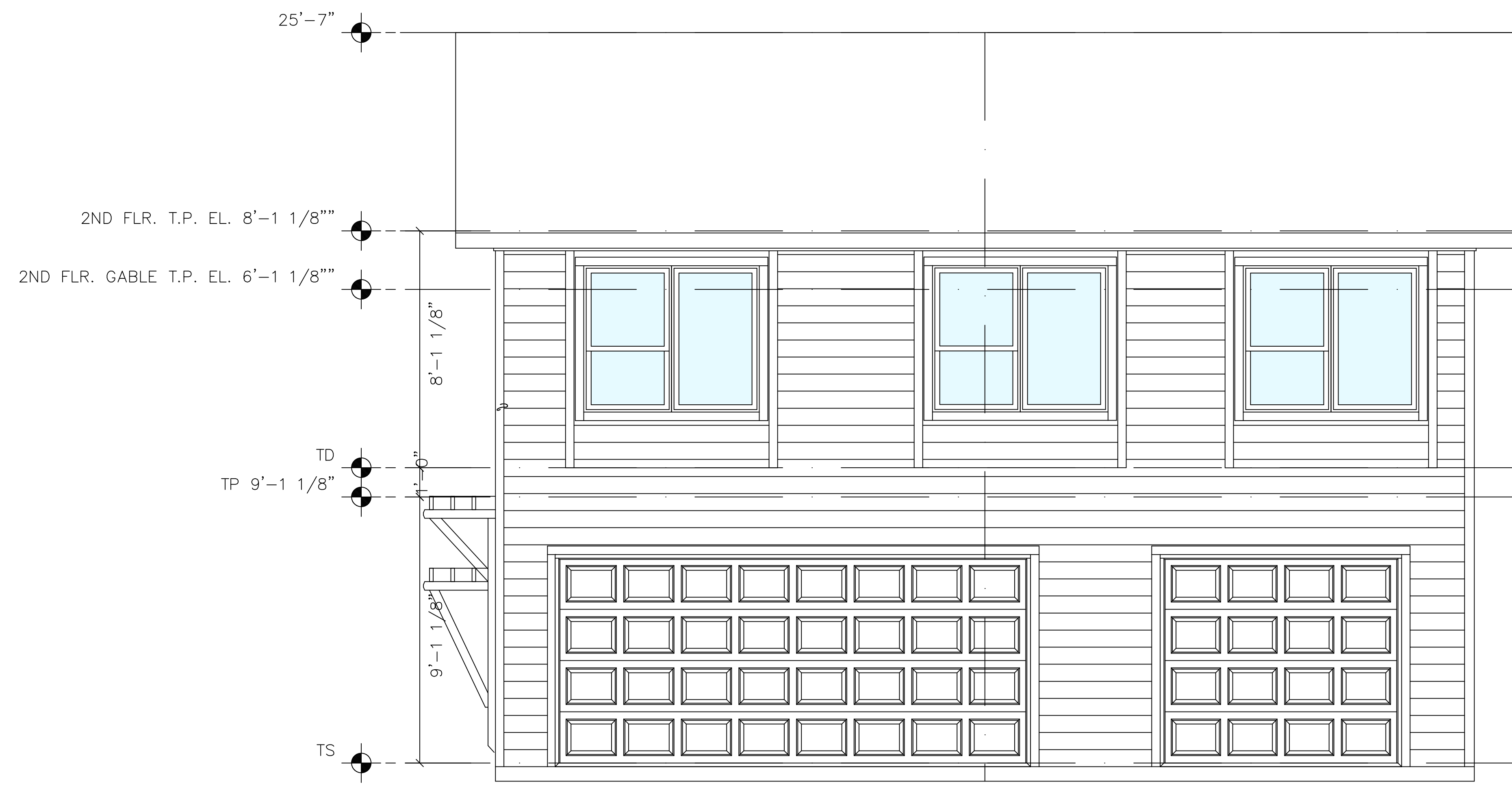
Drawn by: JRR  
Date Created: 1-23-2023

SHEET

**Exhibit F-7**

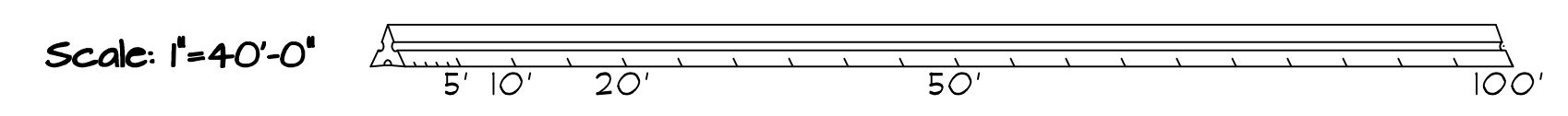
Revised on: 1-23-2023 55

Front Facade Material Standards within the PD Narrative:  
Masonry: 100%\*  
Brick or Stone: Unit Masonry : 0%\*  
Cementitious Fiber: 100% –Maximum\*  
\*Exclusive of Doors & Windows



**01 REAR ELEVATION**

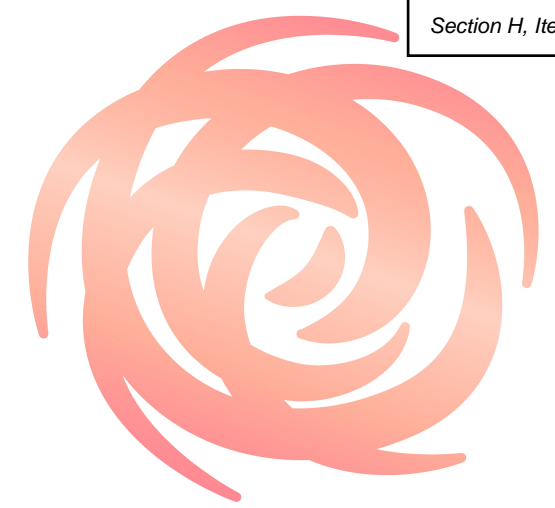
SCALE 3/8"=1'-0"



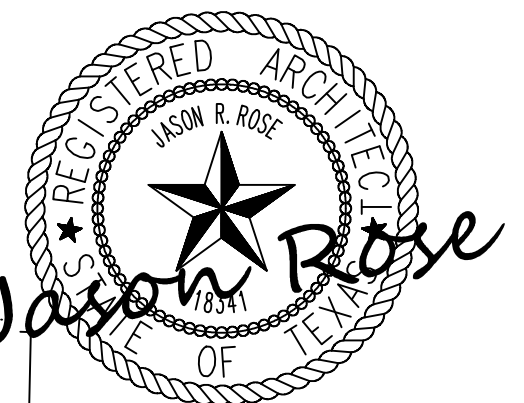




**EXHIBIT "G"**  
**OPEN SPACE EXHIBIT**



**J Rose Architects & Planners**  
2120 Cosmos Way  
Argyle, TX 76226  
(214) 454-7895 T.  
jason@jrosearchitect.com



2-13-2023

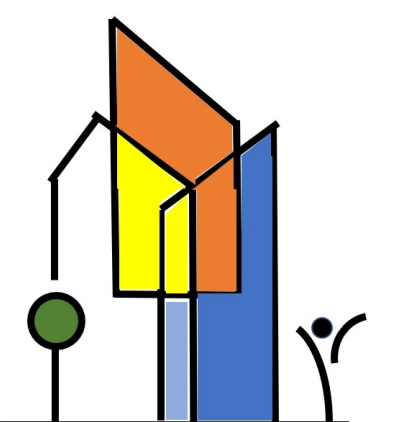
**Consultants:**

**Civil Engineer:**  
Oracle Engineering  
Matt Kostial, P.E.  
2204 Green Hill Drive  
McKinney, TX 75070  
(214) 226-5325 Tel.  
mattkostial@sbcglobal.net

**Surveyor:**  
Duenes Land Surveying, LLC  
Dustin Davison, R.P.L.S.  
2112 Blackfoot Trail  
Mesquite, TX 75149  
(214) 317-0685 Tel.  
dustin@dueneslandsurveying.com

**Geotechnical Engineer:**  
Rone Engineering  
Mark D. Gray, P.E.  
8908 Ambassador Row  
Dallas, TX 75247 Tel.  
(214) 630-9745 Tel.  
mgray@roneengineers.com

**Project Title:**  
**Quarry**



3000 Parkridge Dr.  
Corinth, TX 76201

**Sheet Title:**  
**Shaded Open Space Exhibit**

Drawn by: JRR  
Date Created: 2-13-2023

**Exhibit G**

SHEET

Revised on: 2-13-2023 58



MUTUAL DRAINAGE EASEMENT

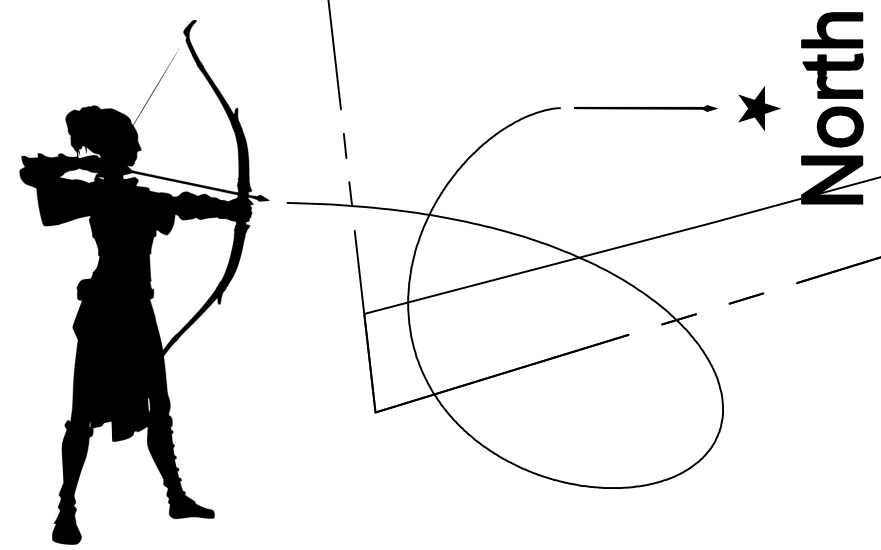
**Legend:**

- Lake Recreation Lot (Lot 1X)
- Amenitized North Detention Pond (Lot 4X)
- South Open Space Lot (Lot 2X)
- Dog Park (Lot 3X)
- Activity Nodes (1,444 SF x4)
- Parkridge Trail (8'x685.51')
- Quarry Trail (8'x395.29')
- Fenced Private Yards (90 EA X 350 SF)
- Misc. Open Space Area (Exclusive of Paving)\*

\*does not count towards any recreation or open space requirements.

**Area:**

- 117,175 sf / 2.690 ac
- 21,285 sf / .489 ac
- 22,902 sf / 0.526 ac
- 4,417 sf / .101 ac
- 5,776 sf / .133 ac
- 5,484 sf / .126 ac
- 3,162sf / .073 ac
- 31,500 sf / .723 ac
- 30,648 sf / 0.704 ac



01 SHADED OPEN SPACE EXHIBIT  
SCALE 1"=40'-0"



# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	5/18/2023	<b>Title:</b>	Contract   Grand Landscape Contract
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Consider and act on a contract with Grand Landscape for the irrigation throughout the City, and the multipurpose field repairs, for the amount not to exceed \$160,000 and authorize the City Manager to execute the necessary documents.

**Item Summary/Background/Prior Action**

This contract is to be used for the irrigation repairs throughout the City, but the main focus of repairs will be in the medians on 2499 and 2181 as part of the approved landscape program designed by Global Sphere’s Master Gardner. Other irrigation repairs will include the sports fields.

This contract will also improve the multipurpose field conditions to game ready soccer fields.

**Financial Impact**

The funds for this project were budgeted in the Hotel Occupancy Tax Fund.

**Staff Recommendation/Motion**

Staff recommends approving the contract to improve irrigation and the multipurpose fields.

**SERVICE CONTRACT**  
**FIELD & IRRIGATION PRODUCTS, LANDSCAPING PRODUCTS, & SPECIALTY**  
**CONDITIONERS/SOILS**  
**BUYBOARD CONTRACT #705-23**

This Contract, is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 by and between Name, a corporation/partnership organized under the laws of the State of Texas, (hereinafter called the “Contractor”) and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the “City”).

Quantities are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid/proposal price. Individual purchases orders will be issued on an as-needed basis. The amount of this contract shall not exceed \$160,000.

For and in consideration of the covenants, performances, payments and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**1. TERM**

This Contract shall commence beginning on the 1st day of June 2023, and shall be in effect expire at midnight, on May 31, 2024, unless earlier terminated by either party in accordance with the terms of this Contract. This contract may be renewed for (2) an additional 1-year period, if agreed upon in writing by both parties, and subject to the terms and renewals between the Cooperative and the awarded vendor.

**2. SCOPE OF SERVICES**

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform irrigation repairs and ball field work service in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated for reference.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) The City’s Standard Terms & Conditions for Procurements, and Vendor Insurance Requirements– Attachment A
- c) Vendor quotes with cooperative pricing and contract number - Attachment B
- d) Vendor Cooperative Contract Documentation for BuyBoard #705-23 - Attachment C

Any conflict in the foregoing documents shall be resolved by giving precedence first to this written Contract, and then to the Contract Documents in the sequential order listed above.

**3. PAYMENT**

Invoices shall be mailed or emailed directly to:

City of Corinth  
Accounts Payable  
3300 Corinth Parkway  
Corinth, Texas 76208  
[accountspayable@cityofcorinth.com](mailto:accountspayable@cityofcorinth.com)

The City shall pay invoices for services properly performed within 30 days of receipt; provided however, that in the event the City requests any supporting documentation for charges, payment shall be made within 30 days of receipt of the documentation. The City's payment obligations are payable only and solely from funds available for the purposes of this Contract.

**4. CHANGES**

The City may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Contractor, become effective when incorporated in a written amendment to this Contract executed by both parties.

**5. TERMINATION OF CONTRACT**

The City may terminate this Contract for any reason upon 10 days' notice to Contractor. Upon termination, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided the Contractor shall have delivered to the City such statements, accounts, reports and other materials as required herein, and provided that Contractor shall have delivered to the City all reports, documents and other materials prepared by Contractor prior to termination. The City shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of the termination notice.

**6. COMPLETENESS OF CONTRACT**

This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

**7. INDEMNITY AND INSURANCE**

**a) The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where**

**the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor’s own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.**

- b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the attached City’s Vendor Insurance Requirements.
- c) This Contract is not intended to extend the liability of the parties beyond that provided by law. The City does not waive, limit, or surrender any immunity or defense available to the City.

**8. ASSIGNMENT**

The parties hereby agree that Contractor may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of the City.

**9. NOTICES**

Any notices required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, return receipt requested or via overnight delivery service, to the address noted below and shall be effective upon receipt:

Scott Campbell  
 City Manager  
 City of Corinth  
 3300 Corinth Parkway  
 Corinth, TX 76208

Stephanie Harris  
 Vice President  
 Grand Landscapes & Athletics  
 5800 Randle Road  
 Granbury, TX 76049

Either party may change its address by giving written notice to become effective upon five days’ notice.

**10. MISCELLANEOUS**

- (a) This Contract shall be governed by the laws of the State of Texas and any action relating to this Contract shall be filed in district court in Denton County, Texas.
- (b) Contractor is an independent contractor and not an employee of the City.
- (c) In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including those pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.
- (d) This Contract may be amended or supplemented only by the mutual written consent of the parties' authorized representatives.
- (e) No provision of this Contract may be waived unless in writing, and signed by both of the parties hereto. Waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of such provision nor shall a waiver of any one provision of this Contract be deemed to be a waiver of any other provision.
- (f) The Section headings in this Contract are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Contract or of any particular Section.
- (g) Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third party beneficiaries by entering into this Contract.
- (h) The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either party shall not apply.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as of the date first written above.

**CITY OF CORINTH**

**VENDOR NAME**

\_\_\_\_\_  
**Scott Campbell, City Manager**

\_\_\_\_\_  
**Stephanie Harris, Vice President**

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
**Lana Wylie, City Secretary**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attachment A - City's Standard Terms & Conditions for  
Procurements and Vendor Insurance Requirements**

**Attachment B – Vendor Quotes with Cooperative Pricing &  
Contract Number**

**Attachment C – Vendor Cooperative Contract Documentation with  
BuyBoard Contract 705-23**



## STANDARD TERMS AND CONDITIONS

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the City of Corinth for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City of Corinth, Texas.

1. **ADDENDA:** Any interpretations, corrections or changes to the information or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Corinth Purchasing Agent. Addenda will be posted at <https://cityofcorinth.bonfirehub.com>. It is the responsibility of the Respondent to check the Bonfire website for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their bid/proposal.
2. **ADVERTISING:** The successful Respondent shall not advertise or publish, without the City's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or local government.
3. **ALTERING BID/PROPOSAL PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

**FOR BIDS ONLY:** Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.

4. **ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City.
5. **AWARD:** The City reserves the right to award by line item, section, or by entire bid/proposal; whichever is most advantageous to the City. The City may also consider administration costs when awarding to multiple vendors.

The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

- A. The reputation of the respondent and of the respondent's goods or services;
  - B. The quality of the respondent's goods or services;
  - C. The extent to which the goods or services meet the City's needs;
  - D. The respondent's past relationship with the City;
  - E. The total long-term cost to the City to acquire the respondent's goods or services;
  - F. Any relevant criteria specifically listed herein.
6. **BID/PROPOSAL SUBMITTAL:** The City utilizes Bonfire to advertise and receive bids/proposals electronically. Bids will be received electronically through Bonfire as specified in the bid/proposal packet.. Electronic submittals must be submitted through the Bonfire portal at <https://cityofcorinth.bonfirehub.com>; and must include all required information and attachments; with required signatures. All response documents must be uploaded and included with your submittal in order to be considered.
  7. **BRAND NAME, CATALOG OR MANUFACTURER'S REFERENCE:** Any reference to brand name, catalog or manufacturer's reference is used to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids/proposals on similar items of like quality may be considered if the bid/proposal is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the respondent is proposing exact item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.
  8. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Corinth's Purchasing Agent will make all change orders to the contract in writing as allowed by law.
  9. **COMMUNICATION:** The successful respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City unless specifically approved, or requested by the Contract Administrator.
  10. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
  11. **CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City's Purchasing Office.
  12. **CONTRACT ADMINISTRATOR:** Under the contract, the City may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the administrator will serve as liaison between the City and the successful contractor.

**13. CONTRACT ENFORCEMENT:**

- A. The City reserves the right to enforce the performance of any contract that results from an award of this bid/proposal packet. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. Breach of contract authorizes the City to make an award to another respondent, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
- B. Respondents who submit proposals for this service agree that the City shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.
- C. Any notice provided by this bid/proposal packet (or required by law) to be given to the successful Respondent by the City shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Corinth, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address provided in the bid/proposal; this shall not prevent the giving of actual notice in any other manner.
- D. The successful Respondent and the City agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this bid/proposal packet and the UCC, the bid/proposal packet will control.

**14. DELIVERY:**

- A. Delivery date is important to the City and may be required to be a part of each bid/proposal. The City considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery to the City of Corinth. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future City orders.
- B. The City may reject and refuse any delivery, which falls below the quality designated in the specifications. The cost of return and/or replacement will be at the Respondent's expense.
- C. The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Respondent fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. Pricing shall include all charges for freight, F.O.B. inside to specified delivery location.
- D. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Agent, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

**15. ETHICS:** The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City except in accordance with City Policy.

**16. EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this bid/proposal packet will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their bid/proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the bid/proposal packet. The City of Corinth reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

**17. FELONY CRIMINAL CONVICTIONS:** The Respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Respondent has fully advised the City as to the facts and circumstances surrounding the conviction.

**18. FORCE MAJEURE:** *Force majeure* is defined as an act of God, war, strike, fire or explosion. Neither the successful Respondent nor the City is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.

**19. INDEMNITY AGREEMENT:** The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

- 20. INVOICES:** Each invoice shall be fully documented as to the Contractor's/vendor's name and address, receiving department's name and address, labor, materials and equipment provided, if applicable, and must reference the City of Corinth purchase order number in order to be processed. No payments shall be made on invoices not listing a purchase order number. Invoices shall be mailed directly to the City of Corinth, Attention: Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.
- 21. LATE SUBMITTALS:** The City will reject late bids/proposals. The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the Purchasing Office. Respondents may confirm receipt of packets by contacting Cindy Troyer, Purchasing Agent at 940-498-3286.
- 22. MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The City may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:
- A. Have adequate financial resources or the ability to obtain such resources.
  - B. Ability to comply with the required or proposed delivery schedule.
  - C. Have a satisfactory record of performance.
  - D. Have a satisfactory record of integrity and ethics.
  - E. Be otherwise qualified and eligible to receive an award.
- 23. NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the successful Respondent agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (i) either meets an exemption criteria under Section 2270.002; or it (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract. This requirement does not apply to sole proprietorships, companies with fewer than ten employees; or contracts that are less than \$100,000.00.
- 24. NO BOYCOTT OF ENERGY COMPANIES:** Pursuant to Texas Government Code Chapter 2274, the successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
- 25. NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. CONTRACTOR HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.
- 26. NONDISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES:** Pursuant to Texas Government Code Chapter 2274, the successful Respondent verifies 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 during the term of this contract against a firearm entity or firearm trade association. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
- 27. PATENTS/COPYRIGHTS:** The successful Respondent agrees to protect the City from claims involving infringements of patents and/or copyrights.
- 28. PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
- 29. PRICES HELD FIRM:**
- A. All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City of Corinth.
  - B. If during the life of the contract, the successful Respondent's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City.
- 30. PURCHASE ORDER:** The City shall generate a purchase order(s) to the successful Respondent. The purchase order number must appear on all itemized invoices.
- 31. QUANTITIES:** Quantities indicated on the Bid/Proposal Form are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid/proposal price. Individual purchase orders will be issued on an as-needed basis.
- 32. REFERENCES:** The City requests each Respondent to supply, with its bid/proposal, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Respondent. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.

- 33. RELEASE OF INFORMATION AND PUBLIC INSPECTION:** After sealed bids have been opened, bids are open for public viewing upon request. If the bid contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the bid are open for public viewing upon request.

For processes other than low bid or best value bid, only the names of respondents will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.

- 34. REQUIRED DOCUMENTATION:** In response to this bid/proposal packet, all required documentation must be provided.
- 35. SALES TAX:** The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.
- 36. SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.
- 37. SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.
- 38. SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the Contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the Contract shall apply without qualification to any services performed or goods provided by any subcontractor.
- 39. TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the taxes or other debts against the same.
- 40. TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract in the manner set forth in the attached Contract.

As soon as practicable after receipt of notice of termination, the Company shall submit a statement showing in detail the pro-rated payment, in a form satisfactory to the City, that reflects the appropriate charges. The City shall then pay the charges as required by law.

- 41. TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a ten (10) day written notice prior to any cancellation. The successful Respondent must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract immediately without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.
- 42. TRAVEL AND DIRECT CHARGES:** The City shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.
- 43. VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.
- 44. WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn any time prior to the official opening, as long as the request is received in writing from an authorized representative.

Attachment A

**CITY OF CORINTH****GENERAL SERVICES****INSURANCE REQUIREMENTS EFFECTIVE MARCH 15, 2021****1.0 DEFINITION**

Vendors/Contractors shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

**A. Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:
  - a. Premises/Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
  - f. Independent Contractors
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of General or Professional services under the contract
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.
4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.

**B. Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.**C. Other Insurance Provisions:** The policies are to contain or endorsed to contain the following provisions.

1. General Liability and Automobile Liability Coverage:

- a. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as “Additional Insured’s” relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
  - b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor’s insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.
  - d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured’s limit of liability.
2. Workers Compensation and Employer’s Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
3. All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the vendor/contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. Failure to provide notification shall be deemed a default and/or breach of contract.
4. The City may request different limits of coverage depending on the scope or cost of the project.
- D. **Acceptability of Insurers:** The City prefers that insurance be placed with insurers with an A.M. Best’s rating of no less than A-VI, or better.
- E. **Verification of Coverage:** Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. **Insurance Waiver Request.** Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 1.1.B must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

1.1 GENERAL SERVICES REQUIREMENTS

- A. **Definition:** General Services are defined as services performed on City property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Concessions, etc.
- B. **Minimum Limits of Insurance:**
1. Commercial General Liability: \$500,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 1.A.1.
  5. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of services under the contract.
  2. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.



May 4, 2023

City of Corinth  
3300 Corinth Parkway  
Corinth, Tx 76208

## PROPOSAL BUY BOARD # 705-23

Project: Soccer Field

### **SCOPE OF WORK:**

- Remove and cap existing irrigation heads.
- Remove existing sod/grass from entire area. Stockpile onsite.
- Rough grade entire area. Using laser to determine high and low areas. Soil will be graded and moved as much as possible to achieve no more than a 2% fall. Grades will be determined once we can determine how much existing soil, we will be able to move. If rocks are removed from the area, they will be piled onsite.
- Laser grade subgrade of soccer fields.
- Rough grade subgrade common areas outside of fields to achieve the best route for water to be moved out of the area.
- Import and spread approx. 1,620 tons of screened topsoil at 2" depth. Topsoil will be spread across approx. 180,000 sq ft.
- Laser grade imported topsoil.
- Raise irrigation heads as needed and installed removed irrigation heads.
- Drag smooth the entire area.
- Hydromulch Maya Bermuda seed.

**TOTAL: \$105,276.00**  
**DISCOUNT: 6,000.00**  
**PROPOSAL TOTAL: \$99,276.00**



Project Specific Exclusions:

1. Sales and use tax
2. Bonds

Project Conditions:

1. Grand Landscapes to have free and clear access to the work for equipment and materials.
2. Due to the continuing fluctuations in the cost of materials, freight, etc. beyond our control, Grand Landscapes reserves the right to verify and confirm pricing prior to execution of a contract if not awarded within 30 days from the date of this proposal.
3. Warranty replacement for damages to materials caused by Acts of God, theft, vandalism, poor / improper maintenance (including irrigation system; improper watering), or damages caused by other trades. Acts of God include but not limited to, hail, wind, drought, storm damage, flood, freeze, etc.
4. No haul off is included in this proposal. Scraped off sod/grass will be stockpiled on site along with any rocks that will be removed from site.
5. Topsoil may be needed for the southeast field. If so, we ask that the city deliver topsoil from their shop area to the site.
6. Hydromulch will need to be always kept moist. This means watering several times a day.
7. The entire area needs to be roped off and no one can be in the area for at least 6 weeks after the seed is applied. Longer periods may need to be implemented. No games until the entire area is germinated and well established. This could mean at least two to three mowing's or 2-3 months.

Thank you for the invitation for bid this project and for your consideration of our proposal. We look forward to working with you soon.

Respectfully,

*Stephen Harris*

Stephen Harris  
(817) 894-4960 - mobile  
[stephen@grandlandscapesllc.com](mailto:stephen@grandlandscapesllc.com)

**DISCLOSURE: THIS DOCUMENT IS PROPRIETARY AND CONFIDENTIAL. NO PART OF THIS DOCUMENT IN PART OR IN FULL MAY BE DISCLOSED IN ANY MANNER TO A THIRD PARTY WITHOUT THE WRITTEN CONSENT OF GRAND LANDSCAPES, LLC dba GRAND LANDSCAPES AND ATHLETICS**



April 25, 2023

City of Corinth  
3300 Corinth Parkway  
Corinth, Tx 76208

## **PROPOSAL BUY BOARD # 705-23**

Project: New Solar and Irrigation Controller

### **SCOPE OF WORK:**

- Install new solar panel and irrigation controller on 2499. The solar panel will be mounted on metal post concreted into the ground. New wire will be run from the panel to the irrigation controller. The irrigation controller will be mounted onto a metal pedestal, mounted to existing concrete. New irrigation wires will be run from the existing junction box (about 10' away) into the new controller. Locate and install new solenoids at all 25 existing irrigation valves.
- Remove damaged sod and 2" of topsoil. Replace it with new topsoil and sod.

**PROPOSAL TOTAL: \$11,145.56**

Project Specific Exclusions:

1. Sales and use tax
2. Bonds

Project Conditions:

1. Grand Landscapes to have free and clear access to the work for equipment and materials.
2. Due to the continuing fluctuations in the cost of materials, freight, etc. beyond our control, Grand Landscapes reserves the right to verify and confirm pricing prior to execution of a contract if not awarded within 30 days from the date of this proposal.
3. Warranty replacement for damages to materials caused by Acts of God, theft, vandalism, poor / improper maintenance (including irrigation system; improper watering), or damages caused by other trades. Acts of God include but not limited to; hail, wind, drought, storm damage, flood, freeze, etc.

Thank you for the invitation for bid this project and for your consideration of our proposal. We look forward to working with you soon.

Respectfully,

*Stephen Harris*

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April 25, 2023

City of Corinth  
3300 Corinth Parkway  
Corinth, Tx 76208

**PROPOSAL  
BUY BOARD # 705-23**

Project: 6 Station Solar Controller

**SCOPE OF WORK:**

- Install new 6 station solar power controller, mounting post, and solar panel on 2499. Locate and replace 6 latching solenoids on the existing valves.
- 2 crewmen, plus truck/trip.

**PROPOSAL TOTAL: \$2,238.46**

Project Specific Exclusions:

1. Sales and use tax
2. Bonds

Project Conditions:

1. Grand Landscapes to have free and clear access to the work for equipment and materials.
2. Due to the continuing fluctuations in the cost of materials, freight, etc. beyond our control, Grand Landscapes reserves the right to verify and confirm pricing prior to execution of a contract if not awarded within 30 days from the date of this proposal.
3. Warranty replacement for damages to materials caused by Acts of God, theft, vandalism, poor / improper maintenance (including irrigation system; improper watering), or damages caused by other trades. Acts of God include but not limited to; hail, wind, drought, storm damage, flood, freeze, etc.

Thank you for the invitation for bid this project and for your consideration of our proposal. We look forward to working with you soon.

Respectfully,

*Stephen Harris*

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# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	5/18/2023	<b>Title:</b>	Appointment   Mayor Pro Tem
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Discuss and consider approval of Mayor Pro Tem.



**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	5/18/2023	<b>Title:</b>	Budget Amendment Wastewater
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  N/A		

**Item/Caption**

Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2022-2023 budget and annual program of services to provide for the expenditure of funds to pay for wastewater pipeline repairs; and providing an effective date.

**Item Summary/Background/Prior Action**

The Annual Program of Services was adopted on September 22, 2022, by the City Council. During the fiscal year it was determined that a budgeted capital project (Golf Course CIPP) needed additional funding due to unforeseen heavy cleaning and bypass pumping requirements. The proposed budget amendment is in the amount of \$100,000.

**Financial Impact**

The budget amendment proposes the use of fund balance from the Utility Fund.

**Applicable Owner/Stakeholder Policy**

Section 9.05 Supplemental Appropriations of the City Charter allows that “if during the fiscal year the City Manager certifies that there are revenues available in excess of those estimated in the budget or funds otherwise available in unencumbered reserves, the Council by ordinance may make supplemental appropriations for the year up to the amount of these available funds.”

**Staff Recommendation/Motion**

Staff recommends approval of the Ordinance amending the fiscal year 2022-23 Annual Program of services for the expenditure of funds to pay for wastewater pipeline repairs.

**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 23-05-18-XX**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS APPROVING AN AMENDMENT TO ORDINANCE NO. 22-09-22-33 REGARDING THE FISCAL YEAR 2022-2023 CITY OF CORINTH BUDGET AND ANNUAL PROGRAM OF SERVICES TO PROVIDE FOR EXPENDITURES OF FUNDS TO PAY FOR WASTEWATER PIPELINE REPAIRS, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth is a home-rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the local Government Code; and

**WHEREAS**, the City Council adopted a budget and appropriated resources for the budget year beginning October 1, 2022, and ending September 30, 2023 by Ordinance No. 22-09-22-33; and

**WHEREAS**, the current adopted budget for fiscal year 2022-2023 does not have adequate funding to pay \$100,000 for Wastewater pipeline repairs; and

**WHEREAS**, the City Council deems it appropriate and necessary to amend the budget to reflect expenditures from the Utility Fund Balance of \$100,000 for Wastewater pipeline repairs; and

**WHEREAS**, the City Council finds that this budget amendment is consistent with § 9.05 of the City Charter and the proposed change in the budget is for a municipal purpose;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CORINTH HEREBY ORDAINS:**

**SECTION I**

The findings set forth in the above preamble to this Ordinance are true and correct.

**SECTION II**

Ordinance No. 22-09-22-33 the budget for the fiscal year beginning October 1, 2022, and ending September 30, 2023, shall be amended as follows:

**One Hundred Thousand Dollars (\$100,000)** shall be appropriated into the Expenditures Line Items for the Wastewater Utility Fund Budget.

The City of Corinth Budget and Annual Program of Services is hereby amended to increase the Wastewater Utility Fund budget by **\$100,000** for Wastewater Pipeline repairs. Further, the City Council affirms its approval of the expenditure of funds for the aforementioned purposes.

**SECTION III**

The City Secretary is hereby directed to attach a copy of this Ordinance to Ordinance No. 22-09-22-33.



**SECTION IV**

Pursuant to Section 102.009(d) of the Texas Local Government Code, the municipal budget officer is directed to file a true copy of this amendment with the Denton County Clerk. If the mayor objects to this ordinance, it shall be adopted by a majority of the entire City Council.

**SECTION V**

This Ordinance shall be in full force and effect after its passage, and it is so ordained.

**PASSED AND APPROVED ON THIS THE 18TH DAY OF MAY 2023.**

SEAL

\_\_\_\_\_  
Bill Heidemann, Mayor

ATTEST:

\_\_\_\_\_  
Lana Wylie, City Secretary

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Patricia A. Adams, City Attorney



**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	5/18/2023	<b>Title:</b>	Contract   CIPP of Golf Course Sewer Main
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  n/a		

**Item/Caption**

Consider and act on ratifying the contract with National Water Main Cleaning Company, for the installation of Cured In Place Piping (CIPP) for the sewer main the inverted siphon near the golf course in the amount not to exceed \$409,009.77 and authorize the City Manager to execute the necessary documents.

**Item Summary/Background/Prior Action**

The two fifteen-inch concrete sewer pipelines that go under the creek (inverted siphon) for 1500 linear feet has been a major concern for the past couple of years. These pipelines carry 30% of the City’s sewer water. In 2021, the city replaced thirty feet of pipe that crossed the golf course due to being clogged with dirt. In November of 2022 the City replaced another ten feet due to a sink hole that developed on the golf course. When the pipeline was inspected the rebar was exposed in numerous locations, which is due to corrosive nature of sewer water off gassing in the pipeline.

The CIPP product is a PVC product that resists corrosion. This product will be installed in both pipelines of the inverted siphon to ensure a fifty-year life expectancy. This project will eliminate the potential for a major sewer overflow into a major creek.

The original Contract was approved on December 19,2022 for \$309,133.46. Due to the extensive cleaning there was approximately 3 weeks of additional cleaning of the pipeline. The pipeline was completely clogged and we were only using one of the two inverted siphon pipelines. The additional work and bypass pumping increased the cost by \$99,876.31 (32%).

**Financial Impact**

This is a capital project that was budgeted for in Fiscal Year 2021-2022 for \$364,000. The City spent \$45,465.30 on the above referenced repairs. In December 2023 the City used \$309,133.46 in the Capital project #1009. This additional work will require a budget amendment.

**Staff Recommendation/Motion**

Approve the ratification of the contract with National Water Main Cleaning Company for installation of CIPP in the inverted siphon in an amount not to exceed \$409009.77 and authorize the City Manager to execute the necessary documents.



940-498-3200  
www.cityofcorinth.com

City of Corinth  
3300 Corinth Parkway

Fax: 940-498-7578  
Corinth, TX 76208

**CHANGE ORDER #1**

Date: 5/3/2023

Bid #BUYBOARD CONTRACT #635-21 Contractor: National Water Main Cleaning Co.

PO # 61131 Project Name: Double Barrel Siphon Rehab

Project Address: Oakmont Country Club Golf Course (Denton NW Sewer Basin)

Item	Description	Annual Qty.	UOM	Unit Price	Annual Extended Total
1.	8X8X12 Solids VAC QF Pump, Weekly Rental	3	Per Week	\$1,880.25	\$5,640.75
2.	1 Ton Pick Up Truck, Weekly Rental	3	Per Week	\$2,645.00	\$7,935.00
3.	Standard Hourly Labor Rate	16	Per Hour	\$193.14	\$3,090.28
4.	Combination Vacuum Jet Units (Wet/Dry) - 120 GPM, 18"- 27" Hg, 5000 - 6400 CFM, 15 CuYd (Supervac, Vactor, Vacall), Weekly Rental	8	Per Week	\$8,222.50	\$65,780.00
5.	Closed Circuit Color TV Inspection Rig, Computer Aided, Robotic Crawler Transporter, Multi Angle/Pan & Tilt Camera, 1,000 - 2,500 Lf of cable, Daily Rental	2	Per Day	\$6,325.00	\$12,650.00
6.	Standard Hourly Labor Rate	33	Per Hour	\$144.86	\$4,780.28
<b>TOTAL</b>					<b>\$99,876.31</b>

Original Contract Amount: \$ 309,133.46

Previous Change Orders, if applicable:

C/O #1 Approved MM/DD/YY \$ 0.00

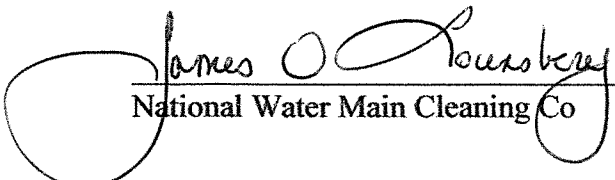
C/O #2 Approved MM/DD/YY \$ 0.00

This Change Order Amount: \$ 99,876.31

Revised Contract Amount: \$ 409,009.77 (32%)

Not to Exceed Amount  
(25% of original contract award) \$ 386,416.83

We hereby agree to the above as an additional project cost(s) to be added to the original scope of work:

  
National Water Main Cleaning Co

5/4/23  
Date

City Manager  
City of Corinth

\_\_\_\_\_  
Date

**SERVICE CONTRACT**  
**DOUBLE BARREL SIPHON REHABILITATION**  
**COOPERATIVE CONTRACT #635-21**

This Contract, is made and entered into this \_\_\_ day of \_\_\_\_\_, 2022 by and between National Water Main Cleaning Company, a corporation organized under the laws of the State of Texas, (hereinafter called the “Contractor”) and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the “City”).

Quantities are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid/proposal price. Individual purchases orders will be issued on an as-needed basis. The amount of this contract shall not exceed \$309,133.46.

For and in consideration of the covenants, performances, payments and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**1. TERM**

This Contract shall commence beginning on the \_\_ day of \_\_\_\_\_, 2022, and shall be in effect for a term of one (1) year, to expire at midnight, February 28, 2023, unless earlier terminated by either party in accordance with the terms of this Contract. This contract may be renewed for (1) additional one-year period, if agreed upon in writing by both parties, and subject to the terms and renewals between the Cooperative and the awarded vendor.

**2. SCOPE OF SERVICES**

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform Double Barrel Siphon Rehabilitation services in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated for reference.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) The City’s Standard Terms & Conditions for Procurements, and Vendor Insurance Requirements– Attachment A
- c) Vendor quotes with cooperative pricing and contract number including Form 1295 electronically filed and signed- Attachment B
- d) Vendor Cooperative Contract Documentation with BuyBoard #635-21 -Attachment C

Any conflict in the foregoing documents shall be resolved by giving precedence first to this written Contract, and then to the Contract Documents in the sequential order listed above.

**3. PAYMENT**

Invoices shall be mailed or emailed directly to:

City of Corinth

Accounts Payable  
 3300 Corinth Parkway  
 Corinth, Texas 76208  
[accountspayable@cityofcorinth.com](mailto:accountspayable@cityofcorinth.com)

The City shall pay invoices for services properly performed within 30 days of receipt; provided however, that in the event the City requests any supporting documentation for charges, payment shall be made within 30 days of receipt of the documentation. The City's payment obligations are payable only and solely from funds available for the purposes of this Contract.

#### **4. CHANGES**

The City may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Contractor, become effective when incorporated in a written amendment to this Contract executed by both parties.

#### **5. TERMINATION OF CONTRACT**

The City may terminate this Contract for any reason upon 10 days' notice to Contractor. Upon termination, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided the Contractor shall have delivered to the City such statements, accounts, reports and other materials as required herein, and provided that Contractor shall have delivered to the City all reports, documents and other materials prepared by Contractor prior to termination. The City shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of the termination notice.

#### **6. COMPLETENESS OF CONTRACT**

This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

#### **7. INDEMNITY AND INSURANCE**

- a) **The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that**

**the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.**

- b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the attached City's Vendor Insurance Requirements.
- c) This Contract is not intended to extend the liability of the parties beyond that provided by law. The City does not waive, limit, or surrender any immunity or defense available to the City.

**8. ASSIGNMENT**

The parties hereby agree that Contractor may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of the City.

**9. NOTICES**

Any notices required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, return receipt requested or via overnight delivery service, to the address noted below and shall be effective upon receipt:

Scott Campbell  
City Manager  
City of Corinth  
3300 Corinth Parkway  
Corinth, TX 76208

James Lounsbery  
Executive Vice President  
National Water Main Cleaning Co.  
1806 Newark Turnpike  
Kearny, New Jersey 07032

Either party may change its address by giving written notice to become effective upon five days' notice.

**10. MISCELLANEOUS**

- (a) This Contract shall be governed by the laws of the State of Texas and any action relating to this Contract shall be filed in district court in Denton County, Texas.
- (b) Contractor is an independent contractor and not an employee of the City.
- (c) In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including those pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.
- (d) This Contract may be amended or supplemented only by the mutual written consent of the parties' authorized representatives.
- (e) No provision of this Contract may be waived unless in writing, and signed by both of the parties hereto. Waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of such provision nor shall a waiver of any one provision of this Contract be deemed to be a waiver of any other provision.
- (f) The Section headings in this Contract are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Contract or of any particular Section.
- (g) Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third party beneficiaries by entering into this Contract.
- (h) The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either party shall not apply.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as of the date first written above.

**CITY OF CORINTH**

**National Water Main Cleaning Co.**

\_\_\_\_\_  
**Scott Campbell, City Manager**

\_\_\_\_\_  
**James Lounsbery, Executive VP**

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
**Lana Wylie, City Secretary**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attachment A - City's Standard Terms & Conditions for  
Procurements and Vendor Insurance Requirements**

**Attachment B – Vendor Quotes with Cooperative Pricing &  
Contract Number**

**Attachment C – Vendor Cooperative Contract Documentation with  
Cooperative Name & Contract Number 635-21**



## Attachment A

**STANDARD TERMS AND CONDITIONS**

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the City of Corinth for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City of Corinth, Texas.

1. **ADDENDA:** Any interpretations, corrections or changes to the information or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Corinth Purchasing Agent. Addenda will be posted at <https://cityofcorinth.bonfirehub.com>. It is the responsibility of the Respondent to check the Bonfire website for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their bid/proposal.
2. **ADVERTISING:** The successful Respondent shall not advertise or publish, without the City's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or local government.
3. **ALTERING BID/PROPOSAL PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

**FOR BIDS ONLY:** Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.

4. **ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City.
5. **AWARD:** The City reserves the right to award by line item, section, or by entire bid/proposal; whichever is most advantageous to the City. The City may also consider administration costs when awarding to multiple vendors.

The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

- A. The reputation of the respondent and of the respondent's goods or services;
  - B. The quality of the respondent's goods or services;
  - C. The extent to which the goods or services meet the City's needs;
  - D. The respondent's past relationship with the City;
  - E. The total long-term cost to the City to acquire the respondent's goods or services;
  - F. Any relevant criteria specifically listed herein.
6. **BID/PROPOSAL SUBMITTAL:** The City utilizes Bonfire to advertise and receive bids/proposals electronically. Bids will be received electronically through Bonfire as specified in the bid/proposal packet. Electronic submittals must be submitted through the Bonfire portal at <https://cityofcorinth.bonfirehub.com>; and must include all required information and attachments; with required signatures. All response documents must be uploaded and included with your submittal in order to be considered.
  7. **BRAND NAME, CATALOG OR MANUFACTURER'S REFERENCE:** Any reference to brand name, catalog or manufacturer's reference is used to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids/proposals on similar items of like quality may be considered if the bid/proposal is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the respondent is proposing exact item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.
  8. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Corinth's Purchasing Agent will make all change orders to the contract in writing as allowed by law.
  9. **COMMUNICATION:** The successful respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City unless specifically approved, or requested by the Contract Administrator.
  10. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
  11. **CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City's Purchasing Office.
  12. **CONTRACT ADMINISTRATOR:** Under the contract, the City may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the administrator will serve as liaison between the City and the successful contractor.

**13. CONTRACT ENFORCEMENT:**

- A. The City reserves the right to enforce the performance of any contract that results from an award of this bid/proposal packet. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. Breach of contract authorizes the City to make an award to another respondent, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
- B. Respondents who submit proposals for this service agree that the City shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.
- C. Any notice provided by this bid/proposal packet (or required by law) to be given to the successful Respondent by the City shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Corinth, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address provided in the bid/proposal; this shall not prevent the giving of actual notice in any other manner.
- D. The successful Respondent and the City agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this bid/proposal packet and the UCC, the bid/proposal packet will control.

**14. DELIVERY:**

- A. Delivery date is important to the City and may be required to be a part of each bid/proposal. The City considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery to the City of Corinth. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future City orders.
- B. The City may reject and refuse any delivery, which falls below the quality designated in the specifications. The cost of return and/or replacement will be at the Respondent's expense.
- C. The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Respondent fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. Pricing shall include all charges for freight, F.O.B. inside to specified delivery location.
- D. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Agent, stating all relevant information with respect thereto. Such notices shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

**15. ETHICS:** The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City except in accordance with City Policy.

**16. EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this bid/proposal packet will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their bid/proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the bid/proposal packet. The City of Corinth reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

**17. FELONY CRIMINAL CONVICTIONS:** The Respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Respondent has fully advised the City as to the facts and circumstances surrounding the conviction.

**18. FORCE MAJEURE:** *Force majeure* is defined as an act of God, war, strike, fire or explosion. Neither the successful Respondent nor the City is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.

**19. INDEMNITY AGREEMENT:** The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

**20. INVOICES:** Each invoice shall be fully documented as to the Contractor's/vendor's name and address, receiving department's name and address, labor, materials and equipment provided, if applicable, and must reference the City of Corinth purchase order number in order to be processed. No payments shall be made on invoices not listing a purchase order number. Invoices shall be mailed directly to the City of Corinth, Attention: Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.

21. **LATE SUBMITTALS:** The City will reject late bids/proposals. The City is not responsible for lateness or non-delivery, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the Purchasing Office. Respondents may confirm receipt of packets by contacting Cindy Troyer, Purchasing Agent at 940-498-3286.
22. **MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The City may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:
- A. Have adequate financial resources or the ability to obtain such resources.
  - B. Ability to comply with the required or proposed delivery schedule.
  - C. Have a satisfactory record of performance.
  - D. Have a satisfactory record of integrity and ethics.
  - E. Be otherwise qualified and eligible to receive an award.
23. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the successful Respondent agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (i) either meets an exemption criteria under Section 2270.002; or it (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract. This requirement does not apply to sole proprietorships, companies with fewer than ten employees; or contracts that are less than \$100,000.00.
24. **NO BOYCOTT OF ENERGY COMPANIES:** Pursuant to Texas Government Code Chapter 2274, the successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
25. **NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. CONTRACTOR HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.
26. **NONDISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES:** Pursuant to Texas Government Code Chapter 2274, the successful Respondent verifies 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 during the term of this contract against a firearm entity or firearm trade association. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
27. **PATENTS/COPYRIGHTS:** The successful Respondent agrees to protect the City from claims involving infringements of patents and/or copyrights.
28. **PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
29. **PRICES HELD FIRM:**
- A. All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City of Corinth.
  - B. If during the life of the contract, the successful Respondent's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City.
30. **PURCHASE ORDER:** The City shall generate a purchase order(s) to the successful Respondent. The purchase order number must appear on all itemized invoices.
31. **QUANTITIES:** Quantities indicated on the Bid/Proposal Form are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid/proposal price. Individual purchase orders will be issued on an as-needed basis.
32. **REFERENCES:** The City requests each Respondent to supply, with its bid/proposal, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Respondent. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.

- 33. RELEASE OF INFORMATION AND PUBLIC INSPECTION:** After sealed bids have been opened, bids are open for public viewing upon request. If the bid contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the bid are open for public viewing upon request.
- For processes other than low bid or best value bid, only the names of respondents will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.
- 34. REQUIRED DOCUMENTATION:** In response to this bid/proposal packet, all required documentation must be provided.
- 35. SALES TAX:** The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.
- 36. SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.
- 37. SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.
- 38. SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the Contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the Contract shall apply without qualification to any services performed or goods provided by any subcontractor.
- 39. TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the taxes or other debts against the same.
- 40. TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract in the manner set forth in the attached Contract.
- As soon as practicable after receipt of notice of termination, the Company shall submit a statement showing in detail the pro-rated payment, in a form satisfactory to the City, that reflects the appropriate charges. The City shall then pay the charges as required by law.
- 41. TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a ten (10) day written notice prior to any cancellation. The successful Respondent must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract immediately without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.
- 42. TRAVEL AND DIRECT CHARGES:** The City shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.
- 43. VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondents operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.
- 44. WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn anytime prior to the official opening, as long as the request is received in writing from an authorized representative.

Attachment A

## CITY OF CORINTH

**CONSTRUCTION SERVICES  
INSURANCE REQUIREMENTS**

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**1.0 DEFINITION**

Vendors/Contractors shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

**A. Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:
  - a. Premises/Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
  - f. Independent Contractors
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of General or Professional services under the contract
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.
4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.

**B. Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

**C. Other Insurance Provisions:** The policies are to contain, or be endorsed to contain the following provisions.

1. General Liability and Automobile Liability Coverage:

- a. The City, its officers, officials, employees, boards and commissions and volunteers are

to be added as “Additional Insured’s” relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

- b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor’s insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.
  - d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured’s limit of liability.
2. **Workers Compensation and Employer’s Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
  3. **All Coverage:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the vendor/contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. Failure to provide notification shall be deemed a default and/or breach of contract.
  4. The City may request different limits of coverage depending on the scope or cost of the project.
- D. **Acceptability of Insurers:** The City prefers that insurance be placed with insurers with an A.M. Best’s rating of no less than A-VI, or better.
  - E. **Verification of Coverage:** Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
  - F. **Insurance Waiver Request.** Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 1.3 B must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

**1.3 CONSTRUCTION SERVICES REQUIREMENTS**




**A. Definition:** Construction Services are defined as services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.

**B. Minimum Limits of Insurance:**

1. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 1.A.1.
1. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee
3. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.

**C. Additional Insurance Coverage:** The City may request the following additional insurance coverage for building and construction projects. If requested by the City, the vendor must provide certificate of insurance prior to authorization to perform services for the City.

1. Builder's Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. City shall be listed as Loss Payee.
2. Umbrella Liability - \$1,000,000: Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverage.

BuyBoard Quote												
Wednesday, November 30, 2022												
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 20%;"> <p><b>Firm Name:</b> City of Corinth Department of Public Works  <b>Contact Name:</b> Glen Barker  <b>Address:</b> 1200 N. Corinth Street  <b>City:</b> Corinth  <b>State:</b> Texas  <b>Zip Code:</b> 76208  <b>Quote Date:</b> 11/30/2022</p> </div> <div style="width: 30%; text-align: center;">  </div> <div style="width: 30%; text-align: center;">  <p>1806 Newark Turnpike, Kearny, NJ 07032                  www.nwmcc.com ; T:973-483-3200; F:973-483-5065</p> </div> <div style="width: 20%; text-align: right;">  <p>Available on BuyBoard.com                  Cured in Place Pipe (CIPP) for Pipeline Rehabilitation, Proposal No. 635-21                  Estimated By James O. Lounsbury</p> </div> </div>												
<p><b>Scope of Work:</b> Cleaning, CCTV Inspection, CIPP Lining of Approximately 2,600 Linear Feet of a Double Barrel 15 inch Siphon and Rehab of Siphon Structure</p>												
Quote Number: 39												
Contract No	Part Name	Description	Scope	Unit Price	Quantity	Sub Total	Mobilization/Demobilization Percentage	Mob_Demob	Sub Total	Discount	Discount Total Dollars	Grand Total
Bypass Pumping Operation												
4	PUMP - 2402	8X8X12 Solids VAC QF Pump, Weekly Rental	Lining	\$ 1,635.00	2	\$ 3,270.00	15%	\$ 490.50	\$ 3,760.50	0%	\$ -	\$ 3,760.50
4	PUMP - ACC - 67402	8 inch by 20 Foot Long HDPE Polybarb DR 17 Bauer Discharge Pipe, Weekly Rental	Lining	\$ 60.00	150	\$ 9,000.00	15%	\$ 1,350.00	\$ 10,350.00	20%	\$ 2,070.00	\$ 8,280.00
5	CLEAN - SUPPORT1 - 2	1 Ton Pick Up Truck, Weekly Rental	Lining	\$ 2,300.00	2	\$ 4,600.00	15%	\$ 690.00	\$ 5,290.00	0%	\$ -	\$ 5,290.00
20	UV - CURE- FLF320 - 2	6000 Pound Industrial Forklift, Quad Mast DF, Weekly Rental	Lining	\$ 856.25	2	\$ 1,712.50	15%	\$ 256.88	\$ 1,969.38	0%	\$ -	\$ 1,969.38
50	Std Labor	Standard Hourly Labor Rate	Lining	\$ 167.95	16	\$ 2,687.20	15%	\$ 403.08	\$ 3,090.28	0%	\$ -	\$ 3,090.28
50	Std Labor	Standard Hourly Labor Rate	Lining	\$ 167.95	192	\$ 32,246.40	15%	\$ 4,836.96	\$ 37,083.36	25.00%	\$ 9,270.84	\$ 27,812.52
51	Non-Std Labor	Non Standard Hourly Labor Rate	Lining	\$ 322.50	96	\$ 30,960.00	15%	\$ 4,644.00	\$ 35,604.00	25.00%	\$ 8,901.00	\$ 26,703.00
Cleaning & CCTV Inspection Operation												
5	CLEAN - COMBO120 - 2	Combination Vacuum Jet Units (Wet/Dry) - 120 GPM, 18" - 27" Hg, 5000 - 6400 CFM, 15 CuYd (Supervac, Vactor, Vacall), Weekly Rental	Cleaning	\$ 7,150.00	2	\$ 14,300.00	15%	\$ 2,145.00	\$ 16,445.00	0%	\$ -	\$ 16,445.00
5	CCTV - MAINROB - 2	Closed Circuit Color TV Inspection Rig, Computer Aided, Robotic Crawler Transporter, Multi Angle/Pan & Tilt Camera, 1,000 - 2,500 Lf of cable, Daily Rental	SC/TV	\$ 5,500.00	2	\$ 11,000.00	15%	\$ 1,650.00	\$ 12,650.00	0%	\$ -	\$ 12,650.00
50	Std Labor	Standard Hourly Labor Rate	SC/TV	\$ 167.95	96	\$ 16,123.20	15%	\$ 2,418.48	\$ 18,541.68	25.00%	\$ 4,635.42	\$ 13,906.26
51	Non-Std Labor	Non Standard Hourly Labor Rate	SC/TV	\$ 322.50	48	\$ 15,480.00	15%	\$ 2,322.00	\$ 17,802.00	25.00%	\$ 4,450.50	\$ 13,351.50
CIPP Lining of 2,600 Linear Feet of 15" Double Barrel Siphons Phase of Scope of Work												
1	TH - CURE- BOIL - 1	12 Million BTU Water Boiler Truck with Deck Shooter, Daily Rental	Lining	\$ 1,875.00	2	\$ 3,750.00	15%	\$ 562.50	\$ 4,312.50	40.00%	\$ 1,725.00	\$ 2,587.50
1	TH - CURE- REEF45 - 1	45 Foot Reefer Trailer without Tractor, Daily Rental	Lining	\$ 850.00	2	\$ 1,700.00	15%	\$ 255.00	\$ 1,955.00	15.00%	\$ 293.25	\$ 1,661.75
5	CLEAN - COMBO120 - 1	Combination Vacuum Jet Units (Wet/Dry) - 120 GPM, 18" - 27" Hg, 5000 - 6400 CFM, 15 CuYd (Supervac, Vactor, Vacall), Daily Rental	Lining	\$ 1,500.00	2	\$ 3,000.00	15%	\$ 450.00	\$ 3,450.00	0%	\$ -	\$ 3,450.00
5	CCTV - MAINROB - 1	Closed Circuit Color TV Inspection Rig, Computer Aided, Robotic Crawler Transporter, Multi Angle/Pan & Tilt Camera, 1,000 - 2,500 Lf of cable, Daily Rental	Lining	\$ 1,200.00	2	\$ 2,400.00	15%	\$ 360.00	\$ 2,760.00	0%	\$ -	\$ 2,760.00
5	CLEAN - SUPPORT1 - 1	1 Ton Pick Up Truck, Daily Rental	Lining	\$ 500.00	4	\$ 2,000.00	15%	\$ 300.00	\$ 2,300.00	0%	\$ -	\$ 2,300.00
1	MTC - MTube - 15	CIPP - MTC - 15 inch Main Line - Avg 7.5 Mil Thickness - Per Linear Foot	Lining	\$ 29.75	2650	\$ 78,837.50	15%	\$ 11,825.63	\$ 90,663.13	0%	\$ -	\$ 90,663.13
50	Std Labor	Standard Hourly Labor Rate	Lining	\$ 167.95	96	\$ 16,123.20	15%	\$ 2,418.48	\$ 18,541.68	25.00%	\$ 4,635.42	\$ 13,906.26
51	Non-Std Labor	Non Standard Hourly Labor Rate	Lining	\$ 322.50	84	\$ 27,090.00	15%	\$ 4,063.50	\$ 31,153.50	25.00%	\$ 7,788.38	\$ 23,365.13
Siphon Structure Rehabilitation Phase												
3	MHREHAB - EPOXY - 1	Epoxy Rehab Truck, equipped with Plural Component Pumps and Mixers, Air Compressor, Daily Rental	MH Rehab	\$ 1,875.00	4	\$ 7,500.00	15%	\$ 1,125.00	\$ 8,625.00	0%	\$ -	\$ 8,625.00
5	CLEAN - SUPPORT1 - 1	1 Ton Pick Up Truck, Daily Rental	MH Rehab	\$ 500.00	8	\$ 4,000.00	15%	\$ 600.00	\$ 4,600.00	0%	\$ -	\$ 4,600.00
3	RAV - EPOXY - 405	Ultra High-Build and Physicals, Epoxy, Price Per Gallon	MH Rehab	\$ 100.00	70	\$ 7,000.00	15%	\$ 1,050.00	\$ 8,050.00	0.00%	\$ -	\$ 8,050.00
50	Std Labor	Standard Hourly Labor Rate	MH Rehab	\$ 167.95	96	\$ 16,123.20	15%	\$ 2,418.48	\$ 18,541.68	25.00%	\$ 4,635.42	\$ 13,906.26
						\$287,780.00		\$ 43,167.00	\$343,428.18		\$48,405.23	\$309,133.46



# CERTIFICATE OF INTERESTED PARTIES

Section I, Item 11.

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
 2022-964007

Date Filed:  
 12/13/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

NATIONAL WATER MAIN CLEANING C  
 Kearny, NJ United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Corinth

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

22-1069  
 Double Barrel Siphon Rehabilitation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

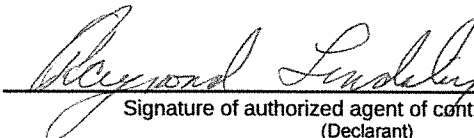
### 6 UNSWORN DECLARATION

My name is RAYMOND LINDSEY, and my date of birth is 10/5/59.

My address is 1806 DEWARK TRK, KEARNY, NJ, 07032, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HUDSON County, State of NJ, on the 13<sup>th</sup> day of December, 20 22.  
(month) (year)

  
 Signature of authorized agent of contracting business entity  
 (Declarant)

# CERTIFICATE OF INTERESTED PARTIES

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**Certificate Number:**  
 2022-964007

**Date Filed:**  
 12/13/2022

**Date Acknowledged:**  
 12/13/2022

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 NATIONAL WATER MAIN CLEANING C  
 Kearny, NJ United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 City of Corinth

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 22-1069  
 Double Barrel Siphon Rehabilitation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

February 3, 2021

Sent Via Email: irnesa@nwmcc.com

Irnesa Okanovic  
National Water Main Cleaning Company  
1806 Newark Turnpike  
Kearny, NJ 07032

Welcome to BuyBoard!

**Re:** Notice of The Local Government Purchasing Cooperative Contract Award; Proposal Invitation No. 635-21, Cured in Place Pipe (CIPP) for Pipeline Rehabilitation

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of March 1, 2021 through February 28, 2022 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 635-21 at: [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to [info@buyboard.com](mailto:info@buyboard.com).

A list of Cooperative members is available on the buyboard.com website.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,



Arturo Salinas  
Asst. Division Director, Cooperative Purchasing  
Texas Association of School Boards, Inc.,  
Administrator for The Local Government Purchasing Cooperative



February 3, 2021

Sent Via Email: irnesa@nwmcc.com

Irnesa Okanovic  
National Water Main Cleaning Company  
1806 Newark Turnpike  
Kearny, NJ 07032

Welcome to BuyBoard!

**Re:** *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 635-21, Cured in Place Pipe (CIPP) for Pipeline Rehabilitation

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of March 1, 2021 through February 28, 2022 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 635-21 at [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

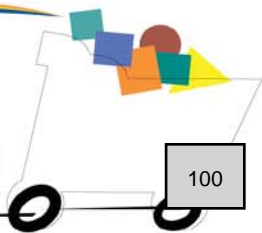
The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to [info@buyboard.com](mailto:info@buyboard.com)

A list of National Cooperative members is available on the [buyboard.com](http://buyboard.com) website

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas, Asst. Division Director, Cooperative Purchasing  
Texas Association of School Boards, Inc., Procurement Administrator for the National Purchasing Cooperative  
v.02.01.2021





**PROPOSER'S AGREEMENT AND SIGNATURE**

**Proposal Name:** Cured in Place Pipe (CIPP) for Pipeline Rehabilitation

**Proposal Due Date/Opening Date and Time:** September 17, 2020 at 4:00 PM

**Proposal Number:** 635-21

**Location of Proposal Opening:**  
Texas Association of School Boards, Inc.  
BuyBoard Department  
12007 Research Blvd.  
Austin, TX 78759

**Contract Time Period:** March 1, 2021 through February 28, 2022 with two (2) possible one-year renewals.

**Anticipated Cooperative Board Meeting Date:** January 2021

National Water Main Cleaning Company  
Name of Proposing Company

09/17/2020  
Date

1806 Newark Turnpike  
Street Address

*Salvatore F. Perri*  
Signature of Authorized Company Official

Kearny, NJ 07032  
City, State, Zip

Salvatore F. Perri  
Printed Name of Authorized Company Official

973-483-3200  
Telephone Number of Authorized Company Official

President  
Position or Title of Authorized Company Official

973-483-5065  
Fax Number of Authorized Company Official

22-1753261  
Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

**VENDOR CONTACT INFORMATION**

Name of Company: National Water Main Cleaning Company

Vendor Proposal/Contract Contact Name: Irnesa Okanovic

Vendor Proposal/Contract Contact E-mail Address: bidreg@nwmcc.com

Vendor Contact Mailing Address for Proposal/Contract Notices: 1806 Newark Turnpike, Kearny, NJ 07032

Company Website: www.nwmcc.com

**Purchase Orders:** All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

**Please select options below for receipt of purchase orders and provide the requested information:**

- I will use the internet to receive purchase orders at the following address:
- Purchase Order E-mail Address: bidreg@nwmcc.com
- Purchase Order Contact: Raymond Lindsley Phone: 973-483-3200
- Alternate Purchase Order E-mail Address: irnesa@nwmcc.com
- Alternate Purchase Order Contact: Irnesa Okanovic Phone: 973-483-3200

- Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

**Request for Quotes ("RFQ"):** Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: bidreg@nwmcc.com

RFQ Contact: Irnesa Okanovic Phone: 973-483-3200

Alternate RFQ E-mail Address: jim@nwmcc.com

Alternate RFQ Contact: James O. Lounsbery Phone: 973-483-3200



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • [buyboard.com](http://buyboard.com)

**Invoices:** Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose **only one (1)** of the following options for receipt of invoices and provide the requested information:

Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: 1806 Newark Turnpike Department: Accounting

City: Kearny State: NJ Zip Code: 07032

Contact Name: Raymond Lindsley Phone: 973-483-3200

Invoice Fax: 973-483-5065 Invoice E-mail Address: bidreg@nwmcc.com

Alternative Invoice E-mail Address: ray@nwmcc.com

In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent\*\*:

Billing agent Mailing address: \_\_\_\_\_ Department: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Billing Agent Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Billing Agent Fax: \_\_\_\_\_ Billing Agent E-mail Address: \_\_\_\_\_

Alternative Billing Agent E-mail Address: \_\_\_\_\_

**\*\* If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.**



## FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

### FELONY CONVICTION DISCLOSURE

**Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor)** states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

**Section 44.034 further states in Subsection (b):** "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- My company is not owned or operated by anyone who has been convicted of a felony.
- My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

### National Water Main Cleaning Company

Company Name



Salvatore F. Perri - President

Signature of Authorized Company Official

Printed Name

### DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

### National Water Main Cleaning Company

Company Name



Salvatore F. Perri - President

Signature of Authorized Company Official

Printed Name

## RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- I certify that my company is a **Resident Proposer**.
- I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

<u>National Water Main Cleaning Company</u>	<u>1806 Newark Turnpike</u>	
Company Name	Address	
<u>Kearny</u>	<u>NJ</u>	<u>07032</u>
City	State	Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?  
 Yes  No
- B. What is the prescribed amount or percentage? \$ 0 or \_\_\_\_\_ %

## VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- Yes  No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

National Water Main Cleaning Company  
Company Name

Salvatore F. Perri  
Signature of Authorized Company Official

Salvatore F. Perri - President  
Printed Name

**NO ISRAEL BOYCOTT CERTIFICATION**

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

National Water Main Cleaning Company

Company Name



Signature of Authorized Company Official

Salvatore F. Perri - President

Printed Name

***Note: If Vendor does not wish to make this certification, return the blank form in lieu of a completed certification.***

**NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

National Water Main Cleaning Company

Company Name



Signature of Authorized Company Official

Salvatore F. Perri - President

Printed Name

## HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (√) all that apply:

- I certify that my company has been certified as a HUB in the following categories:
- Minority Owned Business**
  - Women Owned Business**
  - Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

**Certification Number:**

\_\_\_\_\_

**Name of Certifying Agency:**

\_\_\_\_\_

- My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

**National Water Main Cleaning Company**

Company Name

**Salvatore F. Perri - President**

Printed Name

*Salvatore F. Perri*

Signature of Authorized Company Official

**CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION**

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at [buyboard.com/Vendor/Resources.aspx](http://buyboard.com/Vendor/Resources.aspx), provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

National Water Main Cleaning Company

Company Name



Signature of Authorized Company Official

Salvatore F. Perri - President

Printed Name

09/17/2020

Date

## DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

- No**; Deviations  
 **Yes**; Deviations

List and fully explain any deviations you are submitting:

### PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via:  Common Carrier  Company Truck  Prepaid and Add to Invoice  Other:

2. Payment Terms:  Net 30 days  1% in 10/Net 30 days  Other:

3. Number of Days for Delivery: 7 days ARO

4. Vendor Reference/Quote Number: TEX001-1

5. State your return policy: YOU MUST BE COMPLETELY SATISFIED OR YOU PAY ABSOLUTELY NOTHING FOR OUR SERVICES

6. Are electronic payments acceptable?  Yes  No

7. Are credit card payments acceptable?  Yes  No

National Water Main Cleaning Company

Company Name

*Salvatore F. Perri*

Signature of Authorized Company Official

Salvatore F. Perri - President

Printed Name

## LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

### AP/M Permaform

Company Name

PO Box 555

Address

Johnston

IA

50131-0555

City

State

Zip

(515) 339-2635

Phone Number

Fax Number

Joe Cherry joecherry@permaform.net

Contact Person

### Avanti

Company Name

822 Bay Star Blvd

Address

Webster

TX

77598

City

State

Zip

281-956-3122

281.486.7300

Phone Number

Fax Number

Rhonda Turman

Contact Person

## LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

### Cosmic

Company Name

Steinabruck 35, Kasten, Austria 3072

Address

Kasten

Austria

3072

City

State

Zip

424-288-9053

Phone Number

Fax Number

Johann Kubel, tophatarmijo@aol.com

Contact Person

### Impreg

Company Name

5002-5004 Byrd Industrial Drive

Address

Richmond

VA

23231

City

State

Zip

844-611-5321

Phone Number

Fax Number

Christopher W. Lindner

Contact Person



## LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

### Improved Infrastructure Solutions, LLC

Company Name

116 Worthington Court

Address

Winter Park

FL

32789

City

State

Zip

407-256-7416

Phone Number

Fax Number

Cleatous J. Simmons , cleat@cleatsimmonsllaw.com

Contact Person

### MTC Manufactured Technologies Corporation

Company Name

17988 Edison Avenue,

Address

St. Louis

MO

63005

City

State

Zip

636-530-3330

662-712-2619

Phone Number

Fax Number

Andrew Dietsch, adietsch@aegion.com

Contact Person

## LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

### Parsons Environmental

Company Name

Post Office Box 25

Address

Wernersville

PA

19565

City

State

Zip

610-582-6060

Phone Number

Fax Number

Michael P. Farraggia, 845-222-2240, [mike@parsonenvironmental.com](mailto:mike@parsonenvironmental.com)

Contact Person

### Prime Resins Inc.

Company Name

PO Box 746484

Address

Atlanta

Georgia

30374

City

State

Zip

470-609-4518

Phone Number

Fax Number

Scott Kelly, [skelly@primeresins.com](mailto:skelly@primeresins.com)

Contact Person

## LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

### Raven Lining Systems

Company Name

686 South Adams Street

Address

Kansas City

KS

66105

City

State

Zip

913-321-9000

Phone Number

Fax Number

Ryan Bauman, [baumanr@ravenlining.com](mailto:baumanr@ravenlining.com), 918-638-5970

Contact Person

### Reline America

Company Name

116 Battleground Avenue

Address

Saltville

VA

24370

City

State

Zip

276-496-4000

276-496-4870

Phone Number

Fax Number

Casey Pieczonka

Contact Person

## LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

### Resiline

Company Name

Unit B, Park Barn Estate, Station Road, Topcliffe, Thirsk, YO7 3SE, UK

Address

City State Zip

+44-1845-577498

Phone Number

Fax Number

Geoff Hopkins, [info@resiline.co.uk](mailto:info@resiline.co.uk)

Contact Person

### The Strong Company

Company Name

4505 Emmett Sanders Road

Address

Pine Bluff AR 71601

City State Zip

870-535-7617

870-850-6933

Phone Number

Fax Number

Laurel Briery Maranto, [laurelmaranto@strongseal.com](mailto:laurelmaranto@strongseal.com)

Contact Person



## LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

### Trelleborg

Company Name

250 Elm Street, P.O. Box 301

Address

Milford

NH

03055

City

State

Zip

603-673-8680

603-673-6893

Phone Number

Fax Number

Timothy Sparrow, 603-732-0076

Contact Person

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person



## MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

### No Designated Dealer

Designated Dealer Name

Designated Dealer Address

City State Zip

Phone Number Fax Number

Email address Designated Dealer Tax ID Number\* (**\*attach W-9**)

Designated Dealer Contact Person

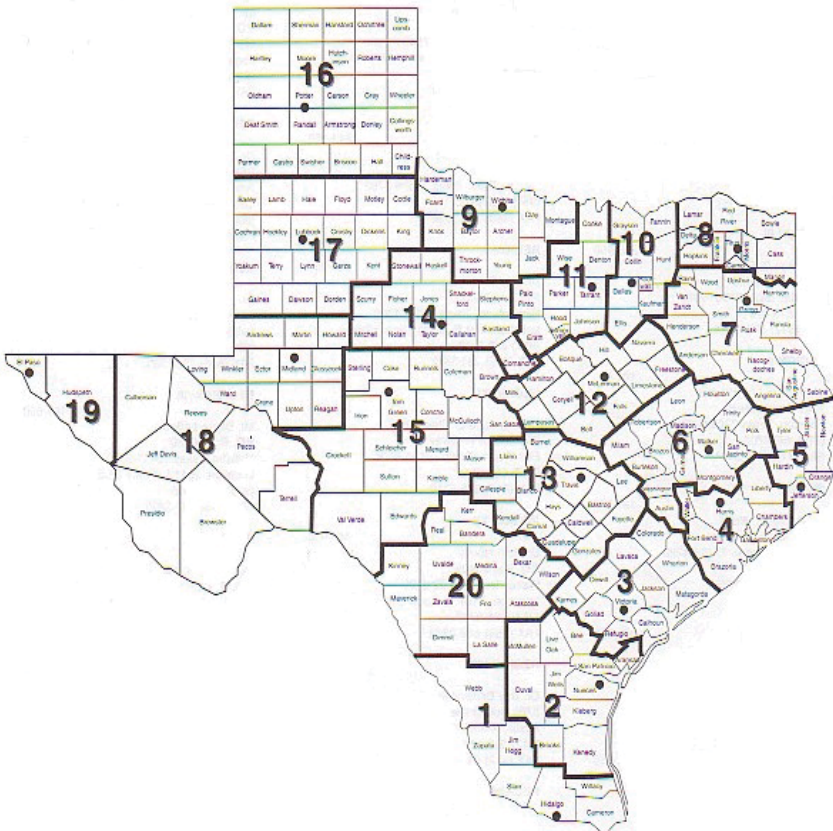
National Water Main Cleaning Company  
Your Company Name

*Salvatore J. Perri*  
Signature of Authorized Company Official

## TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

### Regional Education Service Centers



- I will service Texas Cooperative members statewide.
- I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

#### Region and Headquarters

- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio

National Water Main Cleaning Company

Company Name

*Salvatore F. Perri*

Signature of Authorized Company Official

Salvatore F. Perri - President

Printed Name

- I will not service members of the Texas Cooperative.



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If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

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## STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

*If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*

Please check (√) all that apply:

I will service all states in the United States.

I will not service all states in the United States. I will service only the states checked below:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Alabama   | <input checked="" type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Alaska   | <input checked="" type="checkbox"/> Nevada         |
| <input checked="" type="checkbox"/> Arizona   | <input checked="" type="checkbox"/> New Hampshire  |
| <input checked="" type="checkbox"/> Arkansas  | <input checked="" type="checkbox"/> New Jersey     |
| <input checked="" type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input checked="" type="checkbox"/> New Mexico     |
| <input checked="" type="checkbox"/> Colorado  | <input checked="" type="checkbox"/> New York       |
| <input checked="" type="checkbox"/> Connecticut                                     | <input checked="" type="checkbox"/> North Carolina |
| <input checked="" type="checkbox"/> Delaware  | <input checked="" type="checkbox"/> North Dakota   |
| <input checked="" type="checkbox"/> District of Columbia                            | <input checked="" type="checkbox"/> Ohio           |
| <input checked="" type="checkbox"/> Florida   | <input checked="" type="checkbox"/> Oklahoma       |
| <input checked="" type="checkbox"/> Georgia   | <input checked="" type="checkbox"/> Oregon         |
| <input type="checkbox"/> Hawaii   | <input checked="" type="checkbox"/> Pennsylvania   |
| <input checked="" type="checkbox"/> Idaho   | <input checked="" type="checkbox"/> Rhode Island   |
| <input checked="" type="checkbox"/> Illinois  | <input checked="" type="checkbox"/> South Carolina |
| <input checked="" type="checkbox"/> Indiana   | <input checked="" type="checkbox"/> South Dakota   |
| <input checked="" type="checkbox"/> Iowa  | <input checked="" type="checkbox"/> Tennessee      |
| <input checked="" type="checkbox"/> Kansas  | <input checked="" type="checkbox"/> Texas          |
| <input checked="" type="checkbox"/> Kentucky  | <input checked="" type="checkbox"/> Utah           |
| <input checked="" type="checkbox"/> Louisiana                                       | <input checked="" type="checkbox"/> Vermont        |
| <input checked="" type="checkbox"/> Maine   | <input checked="" type="checkbox"/> Virginia       |
| <input checked="" type="checkbox"/> Maryland  | <input checked="" type="checkbox"/> Washington     |
| <input checked="" type="checkbox"/> Massachusetts                                   | <input checked="" type="checkbox"/> West Virginia  |
| <input checked="" type="checkbox"/> Michigan  | <input checked="" type="checkbox"/> Wisconsin      |
| <input checked="" type="checkbox"/> Minnesota                                       | <input checked="" type="checkbox"/> Wyoming        |
| <input checked="" type="checkbox"/> Mississippi                                     |  |
| <input checked="" type="checkbox"/> Missouri  |  |
| <input checked="" type="checkbox"/> Montana   |  |



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This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

National Water Main Cleaning Company

Company Name

*Salvatore F. Perri*

Salvatore F. Perri - President

Signature of Authorized Company Official

Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

Sewer cleaning, inspection, maintenance, and trenchless rehabilitation of sewer systems.

\_\_\_\_\_  
\_\_\_\_\_

## **NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT**

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

### **By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:**

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

National Water Main Cleaning Company

635-21

Name of Vendor

Proposal Invitation Number

Salvatore F. Perri - President

Signature of Authorized Company Official

Printed Name of Authorized Company Official

09/17/2020

Date



## FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 652,569.53. (The period of the 12 month period is 10/31/2018 / 10/31/2019). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N	N	
2. T-PASS (State of Texas)	N	N	
3. OMNIA Partners	N	N	
4. Sourcewell (NJPA)	N	N	
5. E&I Cooperative	N	N	
6. Houston-Galveston Area Council (HGAC)	N	N	
7. Choice Partners	N	N	
8. The Interlocal Purchasing System (TIPS)	N	N	
9. Other	Y	5 Years	Costars

MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

### CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

**Current Discount (%):** 0                      **Proposed Discount (%):** 2

**Explanation:** We are currently not giving discounts for our Costars Cooperative Purchasing Contract. We give up to 2% discount after negotiations.



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By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

National Water Main Cleaning Company

Company Name

*Salvatore F. Perri*

Signature of Authorized Company Official

Salvatore F. Perri - President

Printed Name



### GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

<u>Entity Name</u>	<u>Contact</u>	<u>Phone#</u>	<u>Email Address</u>	<u>Discount</u>	<u>Quantity/ Volume</u>
1. COSTARS,PA	Kathy Garman	717.346.4056	katgarman@pa.gov	0	\$ 652,569.53
2. Suffolk County, NY	Jeanette Hickey	631-852-5220	Jeanette.Hickey@suffolkcountyny.gov	0	\$ 1,654,301.13
3. Rockland County, NY	Martin Dolphin	845-365-6111	dolphinm@co.rockland.ny.us	0	\$1,153,335.85
4. City of St. Petersburg, FL	John M. Stanton	727.892.5181	John.Stanton@stpete.org	0	\$3,750,000.00
5. Township of East Hampton, NY	Lori Finger	631-351-3177	lfinger@huntingtonny.gov	0	\$500,000.00

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES**  **NO**  If YES, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

### National Water Main Cleaning Company

Company Name

Signature of Authorized Company Official

**Salvatore F. Perri - President**

Printed Name



## MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

See "Attachment D".

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National Water Main Cleaning Company

Company Name

Signature of Authorized Company Official

Salvatore F. Perri - President

Printed Name





# NATIONAL WATER MAIN CLEANING

*A Carylton Company*  
An Equal Opportunity Employer

Section I, Item 11.

1806 Newark Turnpike  
Kearny, NJ 07032  
p: (973) 483-3200  
f: (973) 483-5065  
www.nwmcc.com  
NYC BIC License #468

## Re: Proposal No. 635-21 for Cured in Place Pipe (CIPP) for Pipeline Rehabilitation

### Introduction

It is our privilege to submit our proposal for the Proposal No. 635-21 for Cured in Place Pipe (CIPP) for Pipeline Rehabilitation. National Water Main Cleaning Company has had the pleasure of holding a similar, current COSTARS Cooperative Purchasing contract- Costars-16-090 Water & Wastewater Treatment Plants – Components/Equipment. It has worked very well for the cities that utilized it. NWMCC has been able to bring in sales of up to \$2M so far with the contract (See Attached). The current COOP contract is a great tool because the municipalities in Pennsylvania are able to procure services when they need a maintenance contract quickly. NWMCC is keen to the opportunities this RFP will provide over the next 3 years. We hope to be successful in presenting ourselves, our strengths and displaying the value NWMCC conveys in the following information for this opportunity. We intend to promote this value-add purchasing alternative heavily to municipalities across the United States. NWMCC has a strong presence in New York, New Jersey, Pennsylvania, Florida, and Massachusetts and is gaining momentum presenting the convenience and simplicity the COOP is providing to the municipalities in the neighboring states.

In addition to the COSTARS opportunity, NWMCC had a contract with Suffolk County, NY for “Wastewater Digital Scanning Contract WDS-052514” from 2014-2019 with a Piggyback Clause. Based on strong relationships and a great work experience in the Village of Roslyn, New York, we introduced our client to the Suffolk County Contract and the Piggyback clause. Their Purchasing group looked it over and it was a great fit to act quickly and help to get our client address environmental issues with their sewer system and avoid any fines and stay in compliance. In the end, the Village of Roslyn, NY issued a P.O. for **\$1,654,301.00** to conduct the cleaning, CCTV inspection of their Sewer System, CIPP Lining of approximately 26,000 Linear Feet of sewers and Rehabilitation of their manholes. All the services that are available to us on the Buy Board Contract.

NWMCC provides this proposal for various type of infrastructure inspections, cleaning techniques and innovative rehabilitation methods for sanitary/storm and/or water pipe, structures, tanks and all the associated components. NWMCC provides a myriad of services and new technology and we are looking forward to offering these to our existing and new COOP clients.

NWMCC conducts routine Sales Presentations with our Clients and has an extensive Database that we routinely send out email blast related to our many services and some of the newer offerings.

We are excited to think that we were able to use two contracts in two jurisdictions to generate over \$4 Million Dollars in Sales and with a tool like the Buy Board contract available in 50 States, the Sky’s the Limit.

<b>New Jersey Office</b> 1806 Newark Turnpike Kearny, NJ 07032 P: 973.483.3200 Email: bidreg@nwmcc.com	<b>New York Office</b> 928 Broadway Utica, NY 1350 P: 315.624.9520 Email: boston@nwmcc.com	<b>Boston Office</b> 25 Marshall St. Canton, MA 02021 P: 781.828.0863 Email: boston@nwmcc.com	<b>Connecticut Office</b> 1000 (rear) Elm St. Rocky Hill, CT 06067 P: 860.793.2808 Email: boston@nwmcc.com	<b>Florida Office</b> 15551 Okeechobee Blvd. Loxahatchee Groves, FL 561.508.6135 Email: bidreg@nwmcc.com
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Sales Report for COOP Contract COSTARS-016-090 Water & Wastewater Treatment Plants- Components/Equipment						
Customer Name	Sales Date	Total Amount \$	Customer Address	Contact Person	Phone	Email Address
Palmer Township	9/15/2020	\$ 302,830.87	3 Weller Place Palmer, PA 18045	Mike Rau	610-253-7191	mrau@palmertwp.com
Lehigh County Authority	3/10/2020	\$ 66,301.00	P.O. Box 3348 1053 Spruce St, Allentown, PA 18062	Patricia Walck	610-398-2503	PatriciaWalck@lehighcountyauthority.org
Lehigh County Authority	3/10/2020	\$ 14,182.50	P.O. Box 3348 1053 Spruce St, Allentown, PA 18062	Patricia Walck	610-398-2503	PatriciaWalck@lehighcountyauthority.org
Bethlehem Township	3/4/2020	\$ 48,704.00	4225 Easton Avenue, Bethlehem, PA 18020	Gregory Gottschall	610-814-6442	ggottschall@bethlehemtp.com
Hampden Township	11/27/2019	\$ 62,855.68	230 S Sporting Hill Rd, Mechanicsburg, PA 17050	Jackie Kline	717-761-0119	jkline@hampdentownship.us
Bethlehem, City of	9/25/2019	\$ 95,110.48	10 East Church Street Room B-305, Bethlehem, PA 18018	Sandra Steidel	610-865-7018	ssteidel@bethlehem-pa.gov
Lehigh County Authority	7/15/2019	\$ 2,540.00	P.O. Box 3348 1053 Spruce St, Allentown, PA 18062	Patricia Walck	610-398-2503	PatriciaWalck@lehighcountyauthority.org
Lehigh County Authority	10/21/2018	\$ 60,045.00	P.O. Box 3348 1053 Spruce St, Allentown, PA 18062	Patricia Walck	610-398-2503	PatriciaWalck@lehighcountyauthority.org
Upper Saucon Township	7/12/2018	\$ 15,600.00	5500 Camp Meeting Road, Center Valley, PA 18034	Joseph Geib	610-282-1171 Extn: 1	jgeib@uppersaucon.org
Lehigh County Authority	9/5/2017	\$ 113,207.50	P.O. Box 3348 1053 Spruce St, Allentown, PA 18062	Patricia Walck	610-398-2503	PatriciaWalck@lehighcountyauthority.org
Hampden Township	4/30/2017	\$ 55,300.00	230 S Sporting Hill Rd, Mechanicsburg, PA 17050	Jackie Kline	717-761-0119	jkline@hampdentownship.us
Hampden Township	9/14/2016	\$ 1,081,471.00	230 S Sporting Hill Rd, Mechanicsburg, PA 17050	Jackie Kline	717-761-0119	jkline@hampdentownship.us
Lehigh County Authority	9/8/2016	\$ 15,884.00	P.O. Box 3348 1053 Spruce St, Allentown, PA 18062	Patricia Walck	610-398-2503	PatriciaWalck@lehighcountyauthority.org
<b>Total Sales</b>		<b>\$ 1,934,032.03</b>				

For **inspections**, NWMCC is offering numerous services: CCTV, MultiSensor, lateral and manhole inspection s for the evaluation of sanitary, storm and water components; inspection and cleaning techniques for pipe, laterals, mains, manholes, lift stations, interceptors, vaults, pump structures, tanks, clarifiers, digesters, lagoons and outfalls. NWMCC provides state of the art inspection technology in onroad/offroad fully equipped Polaris 6 x 6 CCTV rigs up to full-sized Mercedes Sprinter vans, depending on the access needed for each project.

For **cleaning**, NWMCC's selection of cleaning rigs range from a light footprint easement reel (for golf course s or highly groomed areas), 24,000 pound Jetters (for residential easements and unpaved areas), up to 80,000 pound JetVac trucks with 170 GPM pumps, 27" blowers and up to 6,200 cfm of enormous vacuum capability for maximum efficiency of heavydebris pipe cleaning projects. NWMCC utilizes bucket machines for those tough large diameter pipe cleaning projects that may require "old school" power bucketing, pigging, kiting, or swabbing. NWMCC recently added one of the largest cleaning rigs in the country to our Arsenal, a 330 GPM Jetter putting out 2,500 PSI of pressure with over 5,000 feet of Jetting hose. This unit was specifically fabricated for one of the toughest projects in the USA covering over 17,500 Linear Feet of an 84-inch interceptor with limited access. We have always prided ourselves as having the State of the Art Technology. If it does not exist, we will build it if necessary.



For **rehabilitation**, NWMCC’s innovative trenchless methods include grouting, sealing, coating and lining techniques using spin-cast cementitious materials, epoxy or cured-in-place materials for pipes, laterals, manholes or structures. The various pipes and structures include lift stations, interceptors, vaults, pump vaults, structures, tanks, clarifiers, digesters, lagoons, and outfalls, sanitary or storm. NWMCC rehab is for the elimination of infiltration/exfiltration, to improve or restore structural integrity or seal and restore buried structures

**Company Profile**

National Water Main Cleaning Company (NWMCC), as a member of National Association of Sewer Service Companies (NASSCO) has certified all of our technicians to the rigorous PACP, MACP & LACP Inspection protocols. Utilizing these industry standards allows us to provide our clients with the highest level of reporting which allows for better decision making in selecting rehabilitation methods and compliance with asset management requirements.

We continually invest in the latest technology which keeps both our company and clients on the cutting edge of innovation to solve today's toughest environmental problems.

Services Provided:

- ☀ Sewer System Studies
  - (MH Inspections, Smoke testing, Flow Isolation, Flow Metering)
- ☀ Sewer, Storm Drain, & Catch Basin Cleaning
- ☀ Internal CCTV Inspection
- ☀ Sonar & Laser Pipeline Inspection
  - (also known as Multi – Sensor Inspection MSI)
- ☀ Chemical Grouting
- ☀ Lateral Inspection & Rehabilitation
- ☀ CIPP Spot Repairs/ Short Liners
- ☀ UV Lining
- ☀ Epoxy & Cementitious Structural Rehabilitation
  - Manholes, Wet Well, Tanks
- ☀ Vacuum Excavation
- ☀ Inspection of Pressurized Pipes
  - (Water mains, Force main, Etc.)
- ☀ Rehabilitation of Sanitary and Storm Water Pipes using CIPP & CCCP technologies
- ☀ System Leak Detection
- ☀ Hydrant Inspection

We look forward to demonstrating our capabilities and helping you to better operate your Infrastructures. Find us on our website [www.nwmcc.com](http://www.nwmcc.com)

**Qualifications**

To serve as a background for National Water Main Cleaning Company, we offer the following:

New Jersey Office	New York Office	Boston Office	Connecticut Office	Florida Office
1806 Newark Turnpike Kearny, NJ 07032 P: 973.483.3200 Email: bidreg@nwmcc.com	928 Broadway Utica, NY 1350 P: 315.624.9520 Email: boston@nwmcc.com	25 Marshall St. Canton, MA 02021 P: 781.828.0863 Email: boston@nwmcc.com	1000 (rear) Elm St. Rocky Hill, CT 06067 P: 860.793.2808 Email: boston@nwmcc.com	15551 Okeechobee Blvd. Loxahatchee Groves, FL 561.508.6135 Email: bidreg@nwmcc.com



# NATIONAL WATER MAIN CLEANING

*A Carylton Company*  
An Equal Opportunity Employer

1806 Newark Turnpike  
Kearny, NJ 07032  
p: (973) 483-3200  
f: (973) 483-5065  
www.nwmcc.com  
NYC BIC License #468

National Water Main Cleaning Company is a part of the nationwide network of the Carylton Corporation, an organization with over 55 years of experience in the environmental and industrial service industries. Carylton is made up of 25 companies, which provide environmental, industrial, pipeline, dewatering, waste treatment, and emergency response services. Along with Carylton’s qualifications and experience comes a guarantee, which is unmatched in the industry: **YOU MUST BE SATISFIED, OR YOU PAY ABSOLUTELY NOTHING.**

Since 1949, the nationwide network of Carylton Companies has provided specialized environmental services to industries, municipalities, and utilities. Today, the Carylton Corporation is the largest environmental contractor in the industry, and we are widely known for our comprehensive services, professional expertise, state-of-the-art equipment, and sophisticated technology. Our projects range in size from those requiring a single man and a single piece of equipment to the use of multi-company, multi-disciplinary crews, and a fleet of specialized equipment.

National Water Main Cleaning Company, with locations in Newark, NJ, Kearny, NJ, Loxahatchee, FL, Utica, NY and Canton /Boston, MA, offers an extensive line of specialized equipment and experienced personnel to meet your needs.

<b>New Jersey Office</b> 1806 Newark Turnpike Kearny, NJ 07032 P: 973.483.3200 Email: bidreg@nwmcc.com	<b>New York Office</b> 928 Broadway Utica, NY 1350 P: 315.624.9520 Email: boston@nwmcc.com	<b>Boston Office</b> 25 Marshall St. Canton, MA 02021 P: 781.828.0863 Email: boston@nwmcc.com	<b>Connecticut Office</b> 1000 (rear) Elm St. Rocky Hill, CT 06067 P: 860.793.2808 Email: boston@nwmcc.com	<b>Florida Office</b> 15551 Okeechobee Blvd. Loxahatchee Groves, FL 561.508.6135 Email: bidreg@nwmcc.com
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**CONFIDENTIAL/PROPRIETARY INFORMATION**

**A. Public Disclosure Laws**

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

**NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

**YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

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*(Attach additional sheets if needed.)*

**B. Copyright Information**

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

- NO**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.
- YES**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: \_\_\_\_\_  
\_\_\_\_\_

*(Attach additional sheets if needed.)*

**C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members**

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

**D. Consent to Release Proposal Tabulation**

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

National Water Main Cleaning Company

Company Name

*Salvatore F. Perri*

Signature of Authorized Company Official

Salvatore F. Perri - President

Printed Name

09/17/2020

Date



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • [buyboard.com](http://buyboard.com)

### VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

**Name of Proposing Company:** National Water Main Cleaning Company

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

**Type of Business:**

- Individual/Sole Proprietor \_\_\_\_\_
- Corporation  \_\_\_\_\_
- Limited Liability Company \_\_\_\_\_
- Partnership \_\_\_\_\_
- Other \_\_\_\_\_ If other, identify \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**State of Incorporation** (if applicable): New Jersey

**Federal Employer Identification Number:** 22-1753261

*(Vendor must include a completed **IRS W-9** form with their proposal)*

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

National Water Main Cleaning Company  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**National Water Main Cleaning Co**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)  
**1806 Newark Tpk**

**6** City, state, and ZIP code  
**Kearny, NJ 07032**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
2	2	-	1	7	5	3	2	6	1

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**      Signature of U.S. person ▶ *Raymond Lindley*      Date ▶ 09/17/2020

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



04/30/14

Taxpayer Identification# 221-753-261/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: <b>NATIONAL WATER MAIN CLEANING COMPANY.</b>	TRADE NAME:	
ADDRESS: <b>1806 NEWARK TURNPIKE KEARNY NJ 07032-3616</b>	SEQUENCE NUMBER: <b>0115365</b>	
EFFECTIVE DATE: <b>07/02/64</b>	ISSUANCE DATE: <b>04/30/14</b>	
FORM-BRC (04-08)-D205848V	 Director New Jersey Division of Revenue	
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

Certificate Number  
632840

Registration Date:  
Expiration Date:

Section 1, Item 11.

09/30/2025



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

National Water Main Cleaning Co  
**2021**

**Responsible Representative(s):**

Salvatore Perri, President  
Joseph Perone, Vice-President  
Eraklis Anastasiadis, Vice-President

**Responsible Representative(s):**

James Lounsbery, Vice-President  
Dennis Sullivan, Vice-President  
Raymond Lindsley, Secretary

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL

Certification 41855

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAY-2020 to 15-MAY-2023

NATIONAL WATER MAIN CLEANING, CO.  
1806 NEWARK TURNPIKE  
KEARNY NJ 07032



*Elizabeth Maher Muoio*

ELIZABETH MAHER MUOIO  
State Treasurer



## **EDGAR VENDOR CERTIFICATION** **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

*For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.*

### **1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

### **2. Termination for Cause or Convenience:**

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

*The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).*

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

**3. Equal Employment Opportunity:**

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

**4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [wdol.gov](http://wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**6. Right to Inventions Made Under a Contract or Agreement:**

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

**10. Procurement of Recovered Materials:**

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor’s Cooperative Contract.



**12. General Compliance and Cooperation with Cooperative Members:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	Yes	3
2. Termination for Cause or Convenience	Yes	3
3. Equal Employment Opportunity	Yes	3
4. Davis-Bacon Act	Yes	3
5. Contract Work Hours and Safety Standards Act	Yes	3
6. Right to Inventions Made Under a Contract or Agreement	Yes	3
7. Clean Air Act and Federal Water Pollution Control Act	Yes	3
8. Debarment and Suspension	Yes	3
9. Byrd Anti-Lobbying Amendment	Yes	3
10. Procurement of Recovered Materials	Yes	3
11. Profit as a Separate Element of Price	Yes	3
12. General Compliance and Cooperation with Cooperative Members	Yes	3

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

National Water Main Cleaning Company

Company Name

*Salvatore F. Perri*

Signature of Authorized Company Official

Salvatore F. Perri - President

Printed Name



## PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

56 Years

No former names.

2. Describe Proposer's direct experience (not as a subcontractor) performing the work proposed under this contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Proposer's capabilities relative to this contract.

1) "Barrier Island Sanitary Sewer Lateral Connection Repair", \$ 702,646.00, 11/17-06/18 , The Brick Township MUA,NJ

2) "Pneumatic Injection Grouting of Sanitary & Emergency Lining of Sewer", \$1,654,301.00 , 10/14-10/16, Village of Roslyn, NY

3) "Sanitary Sewer Lateral Pipe Rehabilitation", \$606,316.00 , 9/15-9/17, City of Shakopee, MN

4) "Sewer and Manhole Rehabilitation SR-01-16C" , \$ 680,665.00 , 10/17-08/18 , Toms River Municipal Utilities Authority , NJ

**See attachment C for additional experiences**

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

National Water Main Cleaning Company has experienced Superintendents and Project

Managers that will oversee the daily production of work. We have numerous protocols and systems

in place that ensures the work is performed successfully such as checklists, GPS trackers, daily reports, etc.

See "Attachment A" for company personnel who may be utilized for the work with this Contract.



4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act). If you are performing work under the contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the contract?

N/A

5. Describe the tasks and functions that can be completed by Proposer in-house without the use of a subcontractor or other third party.

All the priced/listed work will be performed in-house.

General sewer cleaning, inspection, maintenance, and trenchless rehabilitation of sewer systems.

6. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

National Water Main Cleaning company or any of our past or present owners, principal shareholders or stockholders, or offices have not been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years.

NWMCC does not utilize credit. Contractor, through its parent company Carylton Corporation, has all funds necessary to perform the Work without credit.

See Attachment E for our latest financial statement, bonding, and insurance coverage limits.

7. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No

8. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regards to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

None

9. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regards to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), if applicable, nature of the claim, and resolution or current status.

See "Attachment F".

10. Describe in detail the quality control system Proposer will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

See "Attachment G".

11. If the work will require Proposer to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

Travelers Casualty and Surety Company of America

12. Describe in detail all documented safety issues, if any, that have involved Proposer in the last three (3) years related to the type of work contemplated under this contract. Provide a 3-year history of your firm's workers compensation experience modifier.

None. See Attachment B for firm's workers compensation experience modifier.

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

National Water Main Cleaning Company

Company Name

Salvatore F. Perri

Signature of Authorized Company Official

Salvatore F. Perri - President

## ATTACHMENT F

On August 31, 2012, the Massachusetts attorney general and The Attorney General's Fair Labor Division filed on behalf of four current and former employees a whistleblower case alleging that the Company and two of its officers had violated the Massachusetts False Claims Act by knowingly billing the State of Massachusetts and various Massachusetts municipalities for work either not performed to specifications, not performed at all or intentionally performed incompetently. This action was filed under seal and the Company was not aware of its filing until April 29, 2014. The Company, however, became aware of some of these allegations in 2012 due to its receipt of subpoenas in regard to a grand jury investigation of some of these claims by the environmental division of the AGO.

In December 2014, the Company reached a settlement with the AGO pursuant to which, as authorized by the statute, the AGO took over the case from the relators and filed an amended complaint naming only three municipalities. The AGO's amended complaint also alleged that the Company had committed civil violations of the permitting provisions of Massachusetts' environmental laws by discharges at its Canton facility. The Company filed a denial of the claims in both the relators case and the AGO's Amended Complaint. In connection with the settlement, while denying the claims and not admitting any of the allegations, the Company entered into an agreement to pay the AGO \$650,000 and agreed to certain injunctive relief. The settlement agreement releases the Company from liability for the claims made in the relators' complaint and the AGO's amended complaint. With respect to the criminal component of the AGO's investigation, the AGO provided the Company with a letter that based on the AGO's knowledge at the time of settlement, the AGO had no present intention of bringing any criminal complaint, claims, actions or charges against the Company, its predecessors, current and former parents, subsidiaries, direct and indirect affiliates, and their current and former employees, agents, representatives, officers, directors, successors and assigns.

## PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

### Section I: Thermo Cured Products

1. Discount (%) off catalog/pricelist for **CIPP Mainline Rehabilitation Gravity Applications and Related Items.**
2. Discount (%) off catalog/pricelist for **Pipe Bursting Rehabilitation and Related Items.**
3. Discount (%) off catalog/pricelist for **Structure (Manhole) Rehabilitation and Corrosion Protection and Related Items.**
4. Discount (%) off catalog/pricelist for **Bypass for Gravity Pipelines and Related Items.**
5. Discount (%) off catalog/pricelist for **Clean/TV and Evaluation for Gravity Pipelines and Related Items.**
6. Discount (%) off catalog/pricelist for **Excavation and Related Items.**
7. Discount (%) off catalog/pricelist for **HDPE Tight Fitting Liner (IPS diameters) and Related Items.**
8. Discount (%) off catalog/pricelist for **Polyester Reinforced Polyethylene (PRP) Pipe Liner and Related Items.**
9. Discount (%) off catalog/pricelist for **CIPP Pressure Pipe Lining for Potable and Non-Potable Pressure Pipelines and Related Items.**
10. Discount (%) off catalog/pricelist for **Pressure Pipeline Bypass and Related Items.**
11. Discount (%) off catalog/pricelist for **Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning and Related Items.**
12. Discount (%) off catalog/pricelist for **Internal/External CFRP/GFRP For Pressure Pipe and Cast in Place Concrete and Related Items.**
13. Discount (%) off catalog/pricelist for **Gravity Sewer Lateral Renewal Systems and Related Items.**
14. Discount (%) off catalog/pricelist for **Manhole, Access Portals, Wet Well and Lift Station Renewal and Surface Cleaning Systems and Related Items.**
15. Discount (%) off catalog/pricelist for **Horizontal Directional Drilling (HDD) and Related Items.**
16. Discount (%) off catalog/pricelist for **Glass Fiber Reinforced Polymer (GFRP) and Related Items.**
17. Discount (%) off catalog/pricelist for **Carbon Fiber Reinforced Polymer (CFRP) and Related Items.**
18. Discount (%) off catalog/pricelist for **Concrete Clearing and Removal from Sewer Lines and Related Items.**
19. Discount (%) off catalog/pricelist for **All Other Underground Construction and Supplemental Items and Related Items.**

### Section II: UV Cured Products

20. Discount (%) off catalog/pricelist for **UV Light Cured Spiral Wound Fiberglass Liner for CIPP Mainline Rehabilitation Gravity Applications and Related Items.**
21. Discount (%) off catalog/pricelist for **Pipe Bursting Rehabilitation and Related Items.**
22. Discount (%) off catalog/pricelist for **Structure (Manhole) Rehabilitation and Corrosion Protection and Related Items.**
23. Discount (%) off catalog/pricelist for **Bypass for Gravity Pipelines and Related Items.**
24. Discount (%) off catalog/pricelist for **Clean/TV and Evaluation for Gravity Pipelines and Related Items.**
25. Discount (%) off catalog/pricelist for **Excavation and Related Items.**
26. Discount (%) off catalog/pricelist for **HDPE Tight Fitting Liner (IPS diameters) and Related Items.**
27. Discount (%) off catalog/pricelist for **Polyester Reinforced Polyethylene (PRP) Pipe Liner and Related Items.**
28. Discount (%) off catalog/pricelist for **CIPP Pressure Pipe Lining for Potable and Non-Potable Pressure Pipelines and Related Items.**
29. Discount (%) off catalog/pricelist for **Pressure Pipeline Bypass and Related Items.**
30. Discount (%) off catalog/pricelist for **Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning and Related Items.**

31. Discount (%) off catalog/pricelist for **Storm Water Quality Pond Maintenance and Renewal and Related Items.**
32. Discount (%) off catalog/pricelist for **Gravity Sewer Lateral Renewal Systems and Related Items.**
33. Discount (%) off catalog/pricelist for **Manhole, Access Portals, Wet Well and Lift Station Renewal and Surface Cleaning Systems and Related Items.**
34. Discount (%) off catalog/pricelist for **Horizontal Directional Drilling (HDD) and Related Items.**
35. Discount (%) off catalog/pricelist for **Glass Fiber Reinforced Polymer (GFRP) and Related Items.**
36. Discount (%) off catalog/pricelist for **Carbon Fiber Reinforced Polymer (CFRP) and Related Items.**
37. Discount (%) off catalog/pricelist for **Concrete Clearing and Removal from Sewer Lines and Related Items.**
38. Discount (%) off catalog/pricelist for **All Other Underground Construction and Supplemental Items and Related Items.**

**Section III: Polymer Injection Products**

39. Discount (%) off catalog/pricelist for **Pipe Sealing of Sanitary Sewer Pipes and Related Items.**
40. Discount (%) off catalog/pricelist for **Sealing of RCP or CMP Storm Sewer Joints and Related Items.**
41. Discount (%) off catalog/pricelist for **Sealing of Box Culvert Storm Sewer Joints and Related Items.**
42. Discount (%) off catalog/pricelist for **Manhole Seal/Stabilization and Related Items.**
43. Discount (%) off catalog/pricelist for **Inlet/Catch Basin Stabilization and Related Items.**
44. Discount (%) off catalog/pricelist for **Pavement Lifting and Related Items.**
45. Discount (%) off catalog/pricelist for **Levee Stabilization and Related Items.**
46. Discount (%) off catalog/pricelist for **Trench Stabilization and Related Items.**
47. Discount (%) off catalog/pricelist for **Lift Stations, Clarifiers, Water Tanks, Hydro Tanks, Miscellaneous Building and Related Items.**

**Section IV: Liquefying Agents and Root Control Items**

48. Discount (%) off catalog/pricelist for **Sewer Grease Liquefying Agent and Related Items.**
49. Discount (%) off catalog/pricelist for **Sewer Line Chemical Root Control and Related Items.**

**Section V: Installation and Repair Service**

50. **Not to Exceed Standard Hourly Labor Rate for Installation/Repair Service of Equipment and Products.**
51. **Not to Exceed Non-Standard Hourly Labor Rate for Installation/Repair Service of Equipment and Products.**
52. **Coefficient for Non-Standard Hours for Installation/Repair Service of Equipment and Products** RSMMeans Cost Data from the Total INCL O&P column (most current edition).
53. **Coefficient for Non-Standard Hours for Installation/Repair Service of Equipment and Products** RSMMeans Cost Data from the Total INCL O&P column (most current edition).

## REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- Completed: **Proposer's Agreement and Signature**
- Completed: **Vendor Contact Information**
- Completed: **Felony Conviction Disclosure and Debarment Certification**
- Completed: **Resident/Nonresident Certification**
- Completed: **No Israel Boycott Certification**
- Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- Completed: **Historically Underutilized Business (HUB) Certification**
- Completed: **Construction Related Goods and Services Affirmation**
- Completed: **Deviation/Compliance**
- Completed: **Location/Authorized Seller Listings**
- Completed: **Manufacturer Dealer Designation**
- Completed: **Texas Regional Service Designation**
- Completed: **State Service Designation**
- Completed: **National Purchasing Cooperative Vendor Award Agreement**
- Completed: **Federal and State/Purchasing Cooperative Experience**
- Completed: **Governmental References**
- Completed: **Marketing Strategy**
- Completed: **Confidential/Proprietary Information**
- Completed: **Vendor Business Name with IRS Form W-9**
- Completed: **EDGAR Vendor Certification**
- Completed: **Proposal Invitation Questionnaire**
- Completed: **Proposal Specifications** *(Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with proposal response or response will not be considered, **Manufacturer Authorization Letters.***
- Completed: **Required Forms Checklist**

**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE  
ADDENDUM No. 1**

**Proposal Invitation No. 635-21  
Cured in Place Pipe (CIPP) for Pipeline Rehabilitation**

The following addenda are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

**PROPOSAL SPECIFICATION SUMMARY**

For Section V: Installation and Repair Service (page 44 of 67) of Proposal invitation No. 635-21 for Cured in Place Pipe (CIPP) Rehabilitation, the specifications have been revised and updated as follows.

52. **Coefficient for Standard Hours for Installation/Repair Service of Equipment and Products** RSMMeans Cost Data from the Total INCL O&P column (most current edition).

**UNIT PRICE BOOK AND PROPOSER'S COEFFICIENT**

For this Proposal Invitation, the unit price book will be the current calendar year issue of the RSMMeans Facilities Construction Cost Data Book with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation.

**ADDITIONAL INFORMATION**

As stated in the Proposal Invitation, Proposers must be approved by the manufacturer to sell, install, and service the brand of product and equipment submitted. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

CIPP products to be proposed shall be commercially proven in accordance with industry standards for CIPP wastewater collection installations and documented to assure commercial viability in Texas and nationally. For structural performance, products associated with rehabilitation manufacturing and installation processes shall adhere to a minimum quality management system or third-party certification such as ISO 9000 or other recognized third-party certified organization standards. Vendors shall submit proof of this certification with their Proposal.

Vendors shall submit direct experience (not as a subcontractor) performing the work proposed under this contract. Proposer shall identify the contracts that best represent Proposer's capabilities relative to this Proposal Invitation. Include a brief description of CIPP projects proposer has completed for Texas or other governmental entities in the last 5 years.

The direct experience shall include the following.

1. Project Name
2. Scope of Project (including the brand, number of feet, and size of CIPP product installed in the last 5 years)
3. Date of Project
4. Total Value of Project
5. Name of the Procuring Governmental Entity
6. Procuring Governmental Entity Contact





12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • [www.buyboard.com](http://www.buyboard.com)

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: National Water Main Cleaning Company

Address: 1806 Newark Turnpike

Signature of Authorized Company Official: *Salvatore J. Perri* Title: President

Telephone Number: 973-483-3200 Date: 09/17/2020



CERTIFIED INSTALLER  
OF PERMACAST MATERIALS

THIS CERTIFIES THAT  
NATIONAL WATER MAIN CLEANING COMPANY

IS A CERTIFIED APPLICATOR OF PL-8000, PL-12000, MS-1000 PERMACAST  
MORTARS AND EXPOXY IN GOOD STANDING SINCE 2014

APM

KEITH R. WALKER  
GENERAL MANAGER  
AP/M PERMAFORM

September 2, 2020

National Water Main Cleaning Company  
1806 Newark Turnpike  
Kearny, NJ 07032

RE: Approved Applicator

To Whom It May Concern:

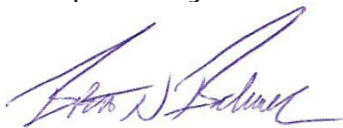
Avanti International is one of the country's leading producers of injection grouts. Our corporate policy is to only sell to qualified applicators or dealers.

This letter is to certify that National Water Main Cleaning Company has completed the necessary training to certify them as an approved applicator of Avanti's injection grouts.

National Water Main Cleaning Company has been an approved applicator of Avanti injection grouts for 20+ years.

If you have any questions regarding this matter, please contact Avanti at 800-877-2570.

Respectfully,



Britt N. Babcock  
President  
Avanti International



National Water Main Cleaning Co.  
A Carylton Company  
1806 Newark Turnpike  
Kearny, NJ 07032  
(973) 483-3200

August, 2020

## CERTIFICATE OF INSTALLER

To Whom It May Concern:

This certificate verifies that National Water Main Cleaning Company (Carylton Company) is a certified installer and has received all necessary training for the correct preparation and installation procedures for the Cosmic Engineering Systems. This includes the Cosmic C120 Cutter and “Tophat” Lateral connection sealing system (Brim and “T” Style connections). If there is any other questions please contact Chris Armijo at information listed below.

Sincerely,



osmic  
Cosmic - Sondermaschinenbau GmbH  
Tel.: +43 2744 7004 • e-mail: office@cosmic.at

Johann Kubel  
CEO, Cosmic Engineering GMBH

March 19th, 2020

To Whom It May Concern,

iMPREG Group has been in production for twenty-one years and manufactures fiber-glass reinforced cured-in-place pipe liners for the rehabilitation of sewer lines and storm drain.

This letter is to certify that National Water Main Cleaning Company is an official iMPREG installer of our GRP UV CIPP Liners, and has completed the required training. (which includes our GL16 liners; including all styrene-based as well as styrene-free liners).

National Water Main Cleaning Company currently follows the continued education for iMPREG Best Practices Installation.

This certification is valid until May of 2021, and upon completion of additional training, will be renewed in June of 2021.

Sincerely,



---

Christoph W. Lindner  
Vice President  
iMPREG LLC



## IMPROVED INFRASTRUCTURE SOLUTIONS, LLC

116 Worthington Court, Winter Park, FL 32789  
407-256-7416 – cleat@cleatsimmonslaw.com

### Certificate of Completion of Training

To whom it may concern:

National Water Main has fulfilled the training requirements for the handling and proper installation for Improved Infrastructure Solutions (IIS) under the trade name of InnerCure Technologies products.

**Items covered during training**

- Curing techniques
- IIS products and practical applications
- IIS materials
- Equipment requirements
- Process limits
- Existing pipeline and static design requirements
- Job Site planning and preparation
- Material orders
- Installation
- Material sampling and testing
- Actual jobsite visits

Sincerely,

Cleatous J. Simmons  
Managing Member

Dated: January 1, 2020



Manufactured Technologies Corporation

Manufactured Technologies Corporation  
17988 Edison Avenue ▪ St. Louis, MO 63005  
(636) 530-3330 ▪ [manufacturedtechnologies.com](http://manufacturedtechnologies.com)

August 25, 2020

Re: **National Water Main Cleaning Company (NWMCC) - Certified Installer of MTUBE**

To whom it may concern:

I am writing this letter on behalf of Manufactured Technologies Corporation (MTC), an Aegion company, to confirm our organization is in its 15<sup>th</sup> year of operation as a material supplier for the cure-in-place-pipe (CIPP) industry.

Our CIPP Felt tubes are manufactured by Insituform Technologies, LLC in accordance with specifications outlined by the American Society for Testing and Materials (ASTM) and meet or exceed all of the guidelines of ASTM F-1216 and ASTM F-1743. Furthermore, MTC CIPP felt tubes are manufactured in an ISO 9001:2008 certified factory.

Since our inception, we have supplied more than 15 million linear feet of coated felt tube to certified installers across North America such as **National Water Main Cleaning Company of 1806 Newark Turnpike Kearny, New Jersey 07032** and we are proud to call them our customer. NWMCC is authorized to sell, install, and service MTC Cure-In-Place-Pipe Liners.

If you have any additional questions, please do not hesitate to contact me directly.

Thank you,

Andrew Dietsch | Business Development  
Manufactured Technologies Corporation  
17988 Edison Avenue | Chesterfield, MO 63005  
MTC: 662-578-7797 | Cell: 813-614-1618 | Fax: 662-712-2619  
[www.manufacturedtechnologies.com](http://www.manufacturedtechnologies.com)  
[adietsch@aegion.com](mailto:adietsch@aegion.com)

**\*\* DISCLAIMER OF WARRANTY:** AS INSTALLATION CONDITIONS (INCLUDING, AMONG OTHERS, PIPE TYPE & CONDITION, GROUNDWATER, DEPTH & TEMPERATURE, DEPTH OF COVER & SOIL TYPE, LIVE LOADS, SITE ACCESS AND WEATHER) AND INSTALLER EXPERIENCE, TECHNIQUES AND TYPE OF EQUIPMENT VARY GREATLY. MTC EXCLUDES ANY WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE GOODS SOLD HERE UNDER AS TO MERCHANT ABILITY, FITNESS FOR PARTICULAR USE OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS. MTC HAS NOT PROVIDED ANY DESIGN SPECIFICATIONS OR COMPUTATIONS, AND ACCORDINGLY, MTC DOES NOT WARRANT THE DESIGN.



Corporate office: Post Office Box 25, Wernersville, PA 19565  
(610) 582-6060 \* (800) 356-9023  
[www.parsonenvironmental.com](http://www.parsonenvironmental.com)

08/01/2020

Re: Authorized Installers

Mr. James Lounsbery,

This letter is to inform you that Parson Environmental Products, Inc. has approved:

National Water Main Cleaning Co.  
1806 Newark Turnpike Kearny, NJ 07032  
Phone (201) 726-1262

as an installer of the complete Parson Environmental Product line. This letter is also to serve as notification that National Water Main Cleaning Co. is recognized as an **Expert Installer** of the complete Parson product line. Their expertise is with **all** Parson Products and application methods of these products including and not limited to spray, brush, trowel and injection methods of cementitious, epoxy, and chemical grout materials.

Please feel free to contact me if I can be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Farruggia". The signature is fluid and cursive, written in a dark ink.

Michael P. Farruggia  
Field Specialist  
845-222-2240  
[mike@parsonenvironmental.com](mailto:mike@parsonenvironmental.com)



August 25, 2020

James O. Lounsbery  
Executive Vice President  
National Water Main Cleaning Company  
1806 Newark Turnpike  
Kearny, New Jersey 07032  
jim@nwmcc.com

Re: Manufacturers Certification

Dear Mr. Lounsbery,

Prime Resins, Inc. the manufacturer and seller of acrylamide, polyurethane and epoxies used for the rehabilitation of various structures certifies that National Water Main Cleaning Company, meets the requirements to install and service Prime Resins products and equipment.

Please let me know if you require additional information.

Sincerely,



Patrick S. Kelly  
Regional Manager  
[skelly@primeresins.com](mailto:skelly@primeresins.com)



3/23/2020

Jim Lounsbery  
National Water Main  
1806 Newark Turnpike  
Kearny, NJ 07032

To Whom It May Concern,

This letter certifies that National Water Main, Inc. is a Raven Certified Applicator in good standing in accordance with the Certified Applicator Agreement executed between National Water Main and Raven Lining Systems. National Water Main possesses the necessary equipment and maintains trained personnel to properly apply AquataPoxy and Raven coatings.

As part of standard Raven Lining Systems Certified Applicator training, National Water Main personnel also received training in the inspection of coatings for holidays utilizing high voltage holiday testing equipment according to NACE RPO 188 and ASTM D 4787.

If you should have any questions please contact us at 800-324-2810.

Sincerely,

Ryan Bauman  
Technical Services  
VersaFlex | Raven Lining Systems  
NACE CIP Level 1 No. 49047  
SSPC CCI Level 2 No. 67356  
Office: : 913-321-9000  
Cell: 918-638-5970  
[baumanr@ravenlining.com](mailto:baumanr@ravenlining.com)

[www.versaflex.com](http://www.versaflex.com)  
[www.ravenlining.com](http://www.ravenlining.com)  
[www.milamar.com](http://www.milamar.com)  
[www.specialty-products.com](http://www.specialty-products.com)

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686 South Adams Street, Kansas City, KS 66105 (913)321-9000  
[www.versaflex.com](http://www.versaflex.com)

August 27, 2020

James O. Lounsbery  
Executive Vice President  
National Water Main Cleaning Company  
1806 Newark Turnpike  
Kearny, New Jersey 07032

Good Day James,

This letter certifies that National Water Main Cleaning Company is a Certified Applicator in good standing with Versaflex and Milamar Coatings. As a Certified Applicator National Water Main Cleaning Company is recognized as an authorized agent of Versaflex and Milamar Coatings to sell, install and maintain our products.

In order to maintain the status of a Certified Applicator National Water Main Cleaning Company was audited and was shown to possess the necessary equipment and skilled personnel to properly apply Versaflex and Milamar Coatings Products.

As part of the Certified Applicator Program National Water Main Cleaning Company personnel receive direct access of our Corporate Technical and Engineering Staff and are kept aware of the latest product developments in our industry.

National Water Main Cleaning Company is also a Raven Certified Applicator and has been a Certified Applicator within the Versaflex Family of Companies for over ten years.

If you should have any questions, please contact me at 610-428-0118

Sincerely,

***Mike Reinbold***

Milamar Coatings  
Northeast Territory Sales Manager  
[www.versaflex.com](http://www.versaflex.com)  
[www.milamar.com](http://www.milamar.com)  
[www.ravenlining.com](http://www.ravenlining.com)

March 19, 2020

National Water Main Cleaning Company  
1806 Newark Turnpike  
Kearny, New Jersey 07032

RE: Certified Alphaliner Contractor/Installer

To Whom It May Concern:

Reline America, Inc, part of the *Reline UV Group*, has been developing and supplying UV-GRP liner (commonly known as Alphaliner) since 2006. Reline America, Inc., manufactured in an ISO 9001:2015 certified facility, located in Saltville, Virginia. Reline America, Inc. produces durable, dependable products paired with a user-friendly, efficient, installation process that is backed by a comprehensive installer training program. In addition, our trailer rigs, support vehicles, and equipment are designed & built to suit customer's specific requirements and budget.

Reline America Inc. takes great pride in aligning with strategic partners that possess ethical, responsive, professional and diligent business practices and qualities. These partners are to successfully complete in-house training prior to installation of the Alphaliner GRP product. The completion of in-house training is paramount for installation partners. In cases where there may be a complex or high-risk Alphaliner install, we can accommodate partners with the necessary equipment and/or personnel to ensure a smooth and quality installation.

National Water Main Cleaning Company is a certified trained installer of Alphaliner 1500, Alphaliner 1800 and our RELINE APTEC product. National Water Main Cleaning Company has the technical knowledge, aptitude, and the necessary equipment to adequately perform Alphaliner UV-GRP liner installations.

Should you have any questions regarding our products, please contact me directly at *813.777.9158* Thank you for your kind consideration of Reline America, Inc.

Kind regards,



Casey Pieczonka  
East Coast Regional Manager  
Reline America, Inc



March 20<sup>th</sup>, 2020

To whom it may concern:-

Resiline is the pipe lining division of Resimac Ltd, a specialist materials manufacturer based in North Yorkshire, UK.

Resiline have developed new "state of the art" rapid setting pipe lining products that are superior in both performance and ease of application compared to any other products on the market or have gone before for use in the potable water industry.

In keeping with the excellence of our product, Resiline maintains strict control over the quality of application and lining equipment used. This is to ensure that only the best results are obtained in order to maximise the long term performance of all Resiline linings.

Resiline therefore works with and supplies products to selected contractors only as "Approved Applicators" who operate to strict quality control, health and safety and environmental protection policies.

"Approved Applicators" are required to undergo staff and employee training in order to ensure successful application of linings and have full ongoing access to Resiline Technical Support.

I am pleased to confirm that National Water Mains Cleaning Company have been selected as an "Approved Applicator" of Resiline products and receive the full support and backing of Resiline on mains lining contracts.

Should you have any queries relating to the above, please do not hesitate to contact me on +44 1845 577498 or [info@resiline.co.uk](mailto:info@resiline.co.uk)

Kind Regards

A handwritten signature in black ink, appearing to read "Geoff Hopkins".

Geoff Hopkins  
Resiline Technical Manager

**Resiline**

Unit B, Park Barn Estate, Station Road, Topcliffe, Thirsk, YO7 3SE, United Kingdom  
Tel: +44 1845 577498 Email: [info@resiline.co.uk](mailto:info@resiline.co.uk)



August 26, 2020

To whom it may concern:

This letter is to state that National Water Main is a certified Strong Seal applicator/installer. This company has been spraying the Strong Seal products for over 20 years, and they are highly experienced and trained with the proper spraying guidelines, techniques, processes, etc. to apply our Strong Seal line of materials.

Should you have any questions, please do not hesitate to reach out to me.

Best—

**Laurel Briery Maranto**

National Sales Representative

The Strong Company, Inc.

[laurelmaranto@strongseal.com](mailto:laurelmaranto@strongseal.com)

**The Strong Company, Inc.**  
4505 Emmett Sanders Road • Pine Bluff, AR 71601  
(870) 535-7617 • 800-982-8009 • Fax (870) 850-6933  
Website: [www.strongseal.com](http://www.strongseal.com)



National Water Main Cleaning Co  
1806 Newark Turnpike  
Kearny, NJ 07032  
USA

6<sup>th</sup> August 2020

For the attention of Mr. Joseph Perone

**Trelleborg Pipe Seals**

**Certified Installer: epros® Drainpacker, epros® DrainLining, epros® Main to House (MtH) & epros® Lateral Connection Repair (LCR) Technology**

Dear Sirs,

We write to confirm that National Water Main Cleaning Co., a subsidiary of the Carylton Corporation, are a certified installer of the following technologies:

- epros® Drainpacker Sectional Repair
- epros® Drainlining
- epros® Main to House (MtH)
- epros® Lateral Connection Repair (LCR) Technology.

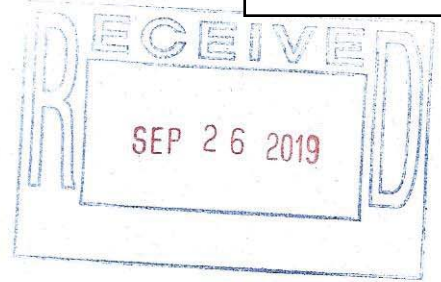
Should you have any queries or require any further information, please do not hesitate to contact the undersigned on 603 732 0076

Yours Faithfully

A blue ink handwritten signature, appearing to be 'Timothy Sparrow', written over a light blue background.

Timothy Sparrow  
Trelleborg Pipe Seals Milford Inc

Trelleborg Pipe Seals Milford, Inc.  
250 Elm Street, P.O. Box 301, Milford, New Hampshire 03055, U.S.A.  
Phone 603-673-8680 800-626-2180 Fax 603-673-6893 [www.trelleborg.com](http://www.trelleborg.com)



September 25, 2019

Salvatore Perri  
President  
National Water Main Cleaning Company  
1806 Newark Turnpike  
Kearney, NJ 07032

Re: Experience Modification Rate (EMR)

Dear Sam:

We understand each year you are required to furnish a workers' compensation experience modification rate (EMR) as part of bid qualifications. The bid statistics that should be used when completing any Contractor Safety Data Submittal are listed below:

<u>Effective Year</u>	<u>EMR</u>
10-31-19-20	.673
10-31-18-19	.736
10/31/17-18	.649

Your historical losses have been very favorable which is reflective in the above mod factors. With the attention you give to safety and loss control, we are confident that you will continue to produce favorable mod factors.

If you have any questions regarding the above information, please feel free to contact me.

Very truly yours,

Robert J. Trompeter

cc: John Kofod



04/30/14

Taxpayer Identification# 221-753-261/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione  
Director  
New Jersey Division of Revenue

<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: <b>NATIONAL WATER MAIN CLEANING COMPANY.</b>	TRADE NAME:	
ADDRESS: <b>1806 NEWARK TURNPIKE KEARNY NJ 07032-3616</b>	SEQUENCE NUMBER: <b>0115365</b>	
EFFECTIVE DATE: <b>07/02/64</b>	ISSUANCE DATE: <b>04/30/14</b>	
		 Director New Jersey Division of Revenue
FORM-BRC (04-08)-B205848V		

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certificate Number  
632840

Registration Date:  
Expiration Date:

Section 1, Item 11.

09/30/2025



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

National Water Main Cleaning Co  
**2021**

**Responsible Representative(s):**

Salvatore Perri, President  
Joseph Perone, Vice-President  
Eraklis Anastasiadis, Vice-President

**Responsible Representative(s):**

James Lounsbery, Vice-President  
Dennis Sullivan, Vice-President  
Raymond Lindsley, Secretary

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL

Certification 41855

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAY-2020 to 15-MAY-2023



NATIONAL WATER MAIN CLEANING, CO.  
1806 NEWARK TURNPIKE  
KEARNY NJ 07032



*Elizabeth Maher Muoio*  
ELIZABETH MAHER MUOIO  
State Treasurer