

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



**CITY COUNCIL WORKSHOP AND REGULAR SESSION**

**Thursday, August 07, 2025 at 5:45 PM**

**City Hall | 3300 Corinth Parkway**

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

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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.**

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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 presentation, hold a discussion, and provide staff direction on the Corinth Citizen's Academy program.
- [2.](#) Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2025-2026 Annual Program of Services and Capital Improvement Program.
3. 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. 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.

**G. 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.

- [1.](#) Consider and act on minutes from the July 17, 2025, City Council Meeting.
- [2.](#) Consider and act on minutes from the July 29, 2025, City Council Meeting.
- [3.](#) Consider and act on a construction contract with DDM Construction Corp for the reconstruction of Walton Rd Project as a result of the competitive bidding process via Request For Proposal 1172 in the amount of \$4,281,390 and authorize a contingency of 5% for a total amount to \$4,495,460, and authorize the City Manager to execute the necessary documents.
- [4.](#) Consider and act on an annual contract with automatic renewals for four years for Asbestos Cement Pipe Relining with Utility Service Co. LLC, through the Buyboard Contract #761-25 cooperative purchasing contract, in the amount of \$319,949 per year, and authorize the City Manager to execute the necessary documents.

## H. BUSINESS AGENDA

5. Consider and act on the acceptance of BlueCross BlueShield of Texas' renewal proposal for City's employee dental insurance benefits for FY 2025-2026 and authorize the City Manager to execute the necessary documents.
6. Consider and act on the acceptance of BlueCross BlueShield of Texas' renewal proposal for City's employee medical insurance benefits for FY 2025-2026 and authorize the City Manager to execute the necessary documents.
7. Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2024-2025 budget and annual program of services to carry forward unspent funds from the previous fiscal year for Denton County Dispatch; and providing an effective date.
8. Consider and act on an expenditure of the Corinth Economic Development Corporation not to exceed \$125,000.00 for the demolition and clearing of structures at 1212 and 1218 North Corinth Street and authorize the City Manager to execute all necessary documents.
9. Consider and take appropriate action on Ordinance No. 25-08-07-35 calling and ordering a referendum election to continue the City of Corinth Fire Control, Prevention, and Emergency Medical Services District and the associated sales and use tax for a period of ten years; approving a Joint Election Order; and providing an effective date.

## I. 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.

## J. 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 governmental body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflict with Chapter 551.

### a. Tax Rate

**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.

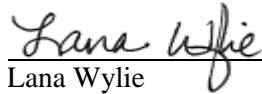
- a. Josh Floyd Extension - Compliance Agreement
- b. 1500 Block of N Corinth Street
- c. 6200-6400 Block S I-35E

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

**L. 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 4th day of August 2025, at 3:00 P.M., on the bulletin board at Corinth City Hall.

A handwritten signature in cursive script, reading "Lana Wylie", is written over a horizontal line.

Lana Wylie  
City Secretary  
City of Corinth, Texas



# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	8/7/2025	<b>Title:</b>	Workshop   Corinth Citizen's Academy
<b>Strategic Goals:</b>	<input checked="" type="checkbox"/> Resident Engagement <input 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  <a href="#">Click to enter recommendation/decision of supporting group.</a>		

### Item/Caption

Receive a presentation, hold a discussion, and provide staff direction on the Corinth Citizen's Academy program.

### Item Summary/Background/Prior Action

A new goal identified in the Corinth 2030 Strategic Plan update from June 2024 was to establish a Citizen's Academy as part of the Resident Engagement strategic focus area. The Corinth Citizen's Academy is an 8-week program open to Corinth residents that is designed to provide participants with a comprehensive overview of City operations and how they impact the community. Those who complete the Academy will leave with a deeper understanding of local government processes while establishing connections with their classmates, City Staff, and elected officials. This initial session will be capped at 20 participants with priority given to those who have not previously served or currently serve in an elected or appointed role.

Following input received from the Council, applications are tentatively scheduled to go live on Monday, August 11<sup>th</sup>.

### Staff Recommendation/Motion

N/A.



# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	8/7/2025	<b>Title:</b>	Budget Overview Workshop
<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>	<div> <input type="checkbox"/> Planning &amp; Zoning Commission    <input type="checkbox"/> Economic Development Corporation  <input type="checkbox"/> Parks &amp; 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 </div> N/A		

### Item/Caption

Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2025-2026 Annual Program of Services and Capital Improvement Program.

### Item Summary/Background/Prior Action

In compliance with the Charter requirement, the Fiscal Year 2025-2026 budget was submitted to the Council by Thursday, July 31, 2025 and can also be found on the City's website. This budget workshop is one of several for Council to deliberate on the Fiscal Year 2025-2026 annual budget and to provide staff direction.

The City's budget development procedures are in conformance with State Law outlined in the Truth in Taxation process.

### Applicable Owner/Stakeholder Policy

The City Charter, Section 9.02, requires that the City Manager be responsible for submitting an annual budget not later than sixty (60) days prior to the first day of the new fiscal year.

### Staff Recommendation/Motion

N/A



CITY OF CORINTH

Staff Report

Meeting Date:	8/7/2025	Title:	Minutes   Approval of Meeting Minutes
Strategic Goals:	<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		
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**Item/Caption**

Consider and act on minutes from the July 17, 2025, 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, July 17, 2025 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://www.cityofcorinth.com/city-council/page/city-council-workshop-and-regular-session-111>

### STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this, the 17th day of July 2025, the City Council of the City of Corinth, Texas, met at 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  
Lindsey Rayl, 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  
Chad Thiessen, Fire Chief  
Wendell Mitchell, Police Chief  
Lee Ann Bunselmeyer, Director of Finance & Strategic Services  
Glenn Barker, Director of Public Works  
Melissa Dailey, Director of Development Services  
Matthew Lily, Planner  
Deep Gajjar, Planner  
Brenton Copeland, Chief Technology Officer  
Derek Dunnam, Technology Services Specialist  
Lance Stacy, City Marshal

### **CALL TO ORDER**

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

### **WORKSHOP AGENDA**

1. Receive a presentation and update from the Denton County Transportation Authority (DCTA) regarding New Member and Contracted Services Policy, A-Train Enhancement Program, and Future Considerations for the City of Corinth.

The item was presented and discussed.

2. Receive a report, hold a discussion, and provide staff direction on the Fire Control, Prevention, and Emergency Medical Services District.

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 Agenda were discussed.

## **ADJOURN WORKSHOP**

Mayor Heidemann adjourned the Workshop Session at 6:21 P.M.

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

Mayor Heidemann called the Regular Session Meeting to order at 6:30 P.M.

## **PROCLAMATIONS AND PRESENTATIONS**

1. Receive a presentation from Robert Medigovich, Municipal Coordinator with Community Waste Disposal, on the organization's efforts to support Texas Hill Country disaster relief.

The item was presented.

2. Life Saving Presentation for Officer Michael Clark.

Chief Mitchell presented the life-saving award to Officer Clark.

## **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.

3. Consider and act on minutes from the June 5, 2025, City Council Meeting.
4. Consider and act on minutes from the June 19, 2025, City Council Meeting.
5. Consider and act on minutes from the July 1, 2025, City Council Meeting.
6. 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, to amend the street regulations of Subdistrict C of Planned Development 73 (PD-73) with base zoning districts of MX-C Mixed Use Commercial and SF-2 Single Family Residential on approximately  $\pm 106.5$  acres, with the subject properties being generally located south of FM 2181, west of Parkridge Drive, and east of Serendipity Hills Trail.

Motion made by Council Member Garber: I move to approve. Seconded by Council Member Henderson.



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

## **PUBLIC HEARING**

7. Conduct a Public Hearing to consider testimony and act on an Ordinance amending the Subdivision Regulations Section of the Unified Development Code, Section 3.05.19 governing Underground Utilities to require the burial of utility lines within all new developments, and providing an effective date. (City initiated)

Mayor Heidemann opened the Public Hearing at 6:42 P.M. and closed it at 6:42 P.M.

No comments were made.

Motion made by Mayor Pro Tem Burke: I move to approve. Seconded by Council Member Pickens.

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

8. Conduct a Public Hearing to consider testimony 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 to rezone from C-2 Commercial to a Planned Development with a base zoning district of C-2 Commercial, for the property described as an approximate  $\pm$  1.96 acres located at the Northeast corner of Parkridge Drive & FM 2181, City of Corinth, TX. (Case No. ZAPD25-0005 – Applicant – Crestview Companies)

Mayor Heidemann opened the Public Hearing at 6:47 P.M. and closed it at 6:47 P.M.

No comments were made.

Motion made by Council Member Garber: I move to approve Ordinance No. 25-07-17-28, Case No. ZAPD25-0005, as presented. Seconded by Mayor Pro Tem Burke.

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

9. Conduct a Public Hearing to consider testimony 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, to rezone approximately  $\pm$ 2.0 acres from I Industrial to MX-C Mixed Use Commercial, with the subject property being located at 5759 S I-35E.

Mayor Heidemann opened the Public Hearing at 6:51 P.M. and closed it at 6:51 P.M.

No comments were made.

Motion made by Council Member Henderson: I move to approve Ordinance No. 25-07-17-29, Case No. ZMA25-0001, as presented. Seconded by Council Member Pickens.

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

10. Conduct a Public Hearing to consider testimony 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, to rezone approximately  $\pm$ 1.0 acre from I Industrial to MX-C Mixed Use Commercial, with the subject property being located at 1218 N Corinth Street.

Mayor Heidemann opened the Public Hearing at 6:54 P.M. and closed it at 6:54 P.M.

No comments were made.

Motion made by Council Member Garber: I move to approve Ordinance No. 25-07-17-30, Case No. ZMA25-0002, as presented. Seconded by Council Member Rayl.

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

11. Conduct a Public Hearing to consider testimony 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, to rezone approximately  $\pm 7.1$  acres from I Industrial and C-2 Commercial to MX-C Mixed Use Commercial, with the subject properties being generally located at 7865 S Stemmons Freeway. (City initiated)

Mayor Heidemann opened the Public Hearing at 6:59 P.M. and closed it at 6:59 P.M.

No comments were made.

Motion made by Council Member Rayl: I move to approve Ordinance No. 25-07-17-31, Case No. ZMA25-0003, as presented. Seconded by Council Member Pickens.

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

12. Conduct a Public Hearing to consider testimony and act on an Ordinance authorizing a Specific Use Permit as an amendment to the Zoning Ordinance, a part of the Unified Development Code of the City, to allow for a restaurant with a drive through service for Dairy Queen located on an approximate  $\pm 1.14$  acres generally located North of FM 2181, East of Parkridge Drive, and South of Lake Dallas High School.

Mayor Heidemann opened the Public Hearing at 7:08 P.M. and closed it at 7:11 P.M.

Daniel Lee - 3307 Acropolis Dr.

Motion made by Mayor Pro Tem Burke: I move to approve Ordinance No. 25-07-17-32, Case No. SUP25-0001, as presented. Seconded by Council Member Garber.

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

13. Conduct a Public Hearing to consider testimony and act on an Ordinance amending multiple sections of the Subdivision Regulations Section of the Unified Development Code, including UDC Subsection 1.02.02 – Planning and Zoning Commission, UDC Subsection 1.02.04 – Director of Planning, UDC Subsection 3.02.01 – Plat Processing Procedures, and UDC Subsection 3.03.02 – Preliminary Plat, allowing for applicants to request multiple 30-day extensions of the time for plat approval, remove the requirement for a new application upon disapproval of a plat or subdivision plan application, and allow for administrative approval of preliminary plats and providing an effective date.

Mayor Heidemann opened the Public Hearing at 7:20 P.M. and closed it at 7:20 P.M.

No comments were made.

Motion made by Council Member Pickens: I move to approve Ordinance No. 25-07-17-33, Case No. ZTA25-0002, as presented. Seconded by Council Member Henderson.

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

## BUSINESS AGENDA

14. Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2024-2025 budget and annual program of services for reimbursement of impact fees to Meritage Homes; and providing an effective date.

Motion made by Council Member Garber: I move to approve Ordinance No. 25-07-17-34, amending the Fiscal Year 2024-2025 Annual Program of Services for reimbursement of impact fees to Meritage Homes. Seconded by Mayor Pro Tem Burke.

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

Mayor Heidemann recessed the Regular Session Meeting at 7:26 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. Haislip Condemnation

**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. City Manager duties/oversight regarding personnel and department structure.

**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. CoServ Developer Participation and Escrow Agreement
- b. Bootleggers Project

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

Mayor Heidemann recessed the Executive Session Meeting at 7:59 P.M. and immediately reconvened into the Regular Meeting.

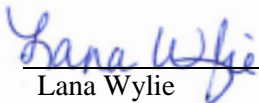
Motion made by Council Member Pickens: I move to approve the first amendment to the developer participation and escrow agreement between the city, Denton County Electric Cooperative Inc., and CoServ Investments, LP, as discussed in Executive Session. Seconded by Mayor Pro Tem Burke.

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

**ADJOURN**

Mayor Heidemann adjourned the meeting at 7:59 P.M.

Approved by the Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2025.



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



CITY OF CORINTH

Staff Report

Meeting Date:	8/7/2025	Title:	Minutes   Approval of Meeting Minutes
Strategic Goals:	<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		
Owner Support:	<div> <input type="checkbox"/> Planning &amp; Zoning Commission    <input type="checkbox"/> Economic Development Corporation </div> <div> <input type="checkbox"/> Parks &amp; Recreation Board    <input type="checkbox"/> TIRZ Board #2 </div> <div> <input type="checkbox"/> Finance Audit Committee    <input type="checkbox"/> TIRZ Board #3 </div> <div> <input type="checkbox"/> Keep Corinth Beautiful    <input type="checkbox"/> Ethics Commission </div>		

**Item/Caption**

Consider and act on minutes from the July 29, 2025, 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 SPECIAL SESSION - MINUTES

Tuesday, July 29, 2025 at 3:00 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://www.cityofcorinth.com/city-council/page/city-council-special-session-19>

### STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this, the 29th day of July 2025, the City Council of the City of Corinth, Texas, met in Special Session at the Corinth City Hall at 3:00 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  
Tina Henderson, Council Member  
Kelly Pickens, Council Member

#### **Council Members Absent:**

Sam Burke, Mayor Pro Tem  
Lindsey Ray, Council Member

#### **Staff Members Present:**

Scott Campbell, City Manager  
Lana Wylie, City Secretary

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

Mayor Heidemann called the Special Session to order at 3:01 P.M.

### **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**

1. Consider and act on a Resolution suspending the July 31, 2025 effective date of Oncor Electric Delivery Company's requested rate change.

Motion made by Council Member Henderson: I move to approve Resolution No. 25-07-29-06 suspending the July 31st effective date of Oncor Electric Company's requested rate change. Seconded by Council Member Garber.

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

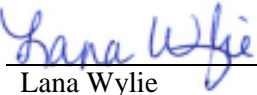
## COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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.

## ADJOURN

Mayor Heidemann adjourned the Special Session at 3:04 P.M.

Approved by the Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2025.



Lana Wylie  
City Secretary  
City of Corinth, Texas



# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	5/1/2025	<b>Title:</b>	Contract   DDM Contract For Walton Rd
<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 construction contract with DDM Construction Corp for the reconstruction of Walton Rd Project as a result of the competitive bidding process via Request For Proposal 1172 in the amount of \$4,281,390 and authorize a contingency of 5% for a total amount to \$4,495,460, and authorize the City Manager to execute the necessary documents.

### Item Summary/Background/Prior Action

The Walton Dr capital construction project will add on street parking, underground drainage, electrical conduit for future lighting and sidewalks on both side of the roadway. The roadway will go from asphalt to concrete with curb and gutter drainage. Staff will ensure that all homeowners and developers have access to the properties. There are no components of the Active Transportation Plan included in this project because there were no scheduled routes going through Walton Drive.

The City of Corinth issued a Request for Proposal (RFP) for the Walton Rd Rehab project May 21, 2025. The RFP was advertised publicly and attracted five qualified bidders. The proposals were evaluated based on criteria including cost, qualifications, experience, and adherence to the City's specifications.

The five bids received were as follows:

DDM - \$4,281,390

SYB - \$4,512,565

Tiseo - \$4,905,165

Urban Infraconstruction -\$4,561,670

XIT - \$4,468,760

After thorough evaluation by City Staff and Burns McDonnell (project engineer) DDM Construction Corp was determined to be the most responsive and responsible bidder, providing the best value for the city.

The contract term is for the completion of the rehab of Walton Drive.



**Financial Impact**

The construction contract with DDM is recommended in the amount of \$4,495,460 based on their submission as the lowest responsible bidder through the competitive bidding process (RFP 1179). Staff has reviewed their qualifications and scope understanding and determined the bid to be responsive.

The budgeted amount is \$4.8M for the construction and the lighting portion of the project.

**Applicable Policy/Ordinance**

Under Texas Local Government Code Chapter 252, Section 252.021, municipalities are required to use competitive sealed bidding or competitive sealed proposals for any contract exceeding \$50,000. This applies to the purchase of goods, services, and construction projects. The statute ensures transparency, competitive pricing, and fairness in the procurement process. This statutory requirement ensures that the City complies with state procurement regulations while pursuing the most advantageous terms for public contracts.

**Staff Recommendation/Motion**

Staff recommends that the City Council approve a construction contract with DDM Construction Corp for rehab of Walton Drive as a result of the competitive bidding process via Request For Proposal 1172 in the amount of \$4,281,390 and authorize a contingency of 5% for a total amount to \$4,495,460, and authorize the City Manager to execute the necessary documents.

# CERTIFICATE OF INTERESTED PARTIES

Section G, Item 3.

FD

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:  
2025-1309951

Date Filed:  
05/14/2025

Date Acknowledged:  
07/02/2025

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

DDM Construction Corporation  
Lake Dallas, TX 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.**

#1172 CIP 24-0001  
Walton Dr. Reconstruction

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Markwardt , Zackery	Lake Dallas, TX United States	X	
	Markwardt , David	Lake Dallas, TX United States	X	
	Ruez, Michelle	Lake Dallas, TX United States		X

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)

**AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION**

STATE OF TEXAS	§	
	§	<b>KNOW ALL MEN BY THESE PRESENTS:</b>
COUNTY OF DENTON	§	

This Construction Agreement (“Agreement”) is entered into by and between the City of Corinth Texas, a home rule municipality, (“Owner”) and DDM Construction Corporation, a Texas Limited Liability Company (“Contractor”).

The effective date for this contract will be the \_\_\_\_\_ day of August 2025, the date of approval by the City Council of the City of Corinth, Texas.

For and in consideration of the covenants and agreements contained herein, the Owner and Contractor agree as follows:

**ARTICLE I. WORK**

1.1 The Contractor hereby agrees to furnish all labor, supervision, materials, tools and necessary equipment for the construction and installation as set forth in the Plans and Specifications and Contract Documents for the reconstruction of Walton Drive (the “Project” or the “Work”).

1.2 Contractor shall perform all of the Work as specified in the Contract Documents set forth in Article II of this Agreement and further defined herein. The Work generally includes clearing and grubbing, pavement removal, traffic control, erosion control, earthwork, demolition of drainage structures, construction of drainage, water and sanitary sewer systems, installation of electrical systems, PCCP paving and other appurtenant items of work necessary to relocate the existing public utilities in accordance with all plans and specifications prepared by Walter P. Moore.

The Plans, Specifications and Contract Documents for reconstruction of Walton Drive dated February 2025 attached as an addendum hereto and have been prepared by the engineer of record:

**Walter P. Moore** Plans, and any additional specifications, and addenda prepared for the **Walton Dr. Reconstruction**. All extra work shall be performed as specified by the Contract Documents identified in Article II of this Agreement; and, at the Contractor’s own cost and expense.

1.3 Contractor shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services as required to perform the Work as set out in the Contract Documents unless otherwise agreed to by the Owner and as evidenced in a written agreement or amendment to this Agreement. The Contractor acknowledges the City of Corinth point of contact and project manager is the Public Works Director, Glenn Barker or his designee.

**ARTICLE II. CONTRACT DOCUMENTS**

The Contract Documents may only be altered, amended, or modified in writing as expressly provided herein. The Contract Documents consist of this written agreement setting forth the Work to be performed; advertisement, if any; instructions to bidders, if any; proposal; addendum; specifications, including the general, special, and technical conditions, provisions, plans, or working drawings; any supplemental changes or agreements pertaining to the work or materials therefore; bonds; the Standard Specifications for Public Works Construction published by the North Central Texas Council of Governments, as amended; and, any additional documents incorporated by reference as well as additional documents prepared by the engineer of record.

These form the Contract Documents, and all are fully a part of the Contract as if attached to this agreement or repeated herein.

The Parties agree that the Contract Documents shall consist of the following documents in addition to any other documents referenced or incorporated herein:

- A. This written Construction Agreement, and all addenda, including any and all written and Owner approved changes or modifications;
- B. All addenda including the following listed and numbered addenda: statutory verifications, Walter P. Moore plans, drawings, and specifications;
- C. Important Dates, Instructions to Bidder, the Invitation to Bid and Bid Form titled Specifications & Contract Documents for Construction of Walton Dr. Reconstruction dated April 2025;
- D. The General Conditions and Specifications prepared by Walter P. Moore;
- E. The Specifications and the Project Drawings prepared by Walter P. Moore;
- F. Details shown on plans prepared by Walter P. Moore;
- G. The Standard Specifications and Standard Drawings from the Public Works Construction Standards-North Central Texas Council of Governments, November 2017 edition and all subsequent addendums referred to as NCTCOG Specifications;
- H. The Performance Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract Price;
- I. The Payment Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract Price; and,
- J. The Maintenance Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract Price, which form shall be provided by the City and shall provide for repair or replacement of all defects due to faulty material and/or workmanship that appear within a period of two (2) years from the date of final acceptance by the City; and
- K. The Contractor's Bid Proposal.

These Contract Documents form the Construction Agreement and are a part of this Construction Agreement as if fully set forth herein. The Contract Documents are complementary and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency in any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above.

**ARTICLE III. TIME OF COMMENCEMENT; TIME  
OF COMPLETION; LIQUIDATED DAMAGES**

3.1 Contractor shall commence work within ten (10) calendar days after receiving from City a written notice to proceed or work order. Contractor agrees and covenants that all work hereunder for the reconstruction of Walton Drive from N. Corinth St to Shady Rest in Corinth, Texas, shall be completed no later than December 31, 2026, following written notice to proceed. The Contractor shall perform and complete all the items of work listed and referred to in the Contract Documents no later than by **December 31, 2026**. The Contractor shall perform work continuously throughout the duration of the project.

3.2 The parties acknowledge that adherence by Contractor to the completion schedule set forth herein is essential to this Agreement. It is agreed by the parties that the actual damages which might be sustained by City by reason of the breach by Contractor of its promise to complete in accordance with the provisions hereof are uncertain and would be difficult to ascertain. It is further agreed that the sum of liquidated damages based upon the total amount of the contract in accordance with the standards set forth in Section 1.36 of the NCTCOG Specifications shall be due for each day that completion is overdue. Such damages are reasonable and just compensation for breach, and Contractor hereby promises to pay such sum as liquidated damages, and not as a penalty, in the event of such breach.

3.3 A Limited Notice to Proceed for Procurement may be issued to the Contractor and shall be utilized to process shop drawings, submittals, and procurement of materials for the project. Contract time will not commence until after written Limited Notice to Proceed for Procurement is issued.

#### **ARTICLE IV. INDEMNITY**

**Contractor shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible (hereinafter "Claims"). Contractor is expressly required to defend City against all such Claims.**

**In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this Agreement. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City.**

## **ARTICLE V. CONTRACT SUM**

5.1 The Owner shall pay the Contractor for completion of the Work in accordance with the Contract Documents using current budgeted funds. The contract sum shall be an amount not to exceed FOUR MILLION, TWO HUNDRED EIGHTY-ONE THOUSAND, THREE HUNDRED NINETY DOLLARS (\$4,281,390) subject to additions and deductions by Change Orders as provided in the Contract Documents. Payments shall be disbursed to Contractor monthly in accordance with this Section. All payments shall be based on work satisfactorily completed by Contractor. The Contractor shall submit documentation reflecting the percentage of completion for each item on a City of Corinth payment application. Prior to any payment by Owner the submittal of the completion percentage shall be submitted to the Owner's Project Manager. Payment shall be issued solely upon the approval and authorization by the Project Manager, and submission of the Contractor's invoice to the City of Corinth accounts payable department. Contractor shall provide City with all vendor information required by City to issue payment within ten (10) days of written request.

## **ARTICLE VI. CHOICE OF LAW; VENUE; CONTRACT INTERPRETATION**

The parties agree that the law of the State of Texas shall apply to this Agreement, and that it is performable in Denton County, Texas. The parties further agree that exclusive venue shall lie in Denton County, Texas. Although this Agreement is drafted by the City, should any part be in dispute, the parties agree the Agreement shall not be construed more favorably for either Party.

## **ARTICLE VII. MISCELLANEOUS PROVISIONS**

7.1 The terms used in the Contract shall have the same meaning as designated in the General Provisions of the Standard Specifications for Public Works Construction, North Central Texas Council of Governments, as amended, referred to as NCTCOG Specifications.

7.2 The Contract Documents, which constitute the entire and integrated agreement between the Owner and Contractor, are listed and described in Article II and supersedes all prior negotiations representations, or agreements either written or oral.

7.3 No assignment by either party hereto of any rights under or interests in the Contract Documents will be binding on the other party hereto without the written consent of the party sought to be bound.

7.4 This Construction Agreement may be amended only by written instrument signed by both City and Contractor.

7.5 This Agreement shall bind the Owner and Contractor, and each Party's respective officers, employees, agents, partners, subsidiaries, successors and assigns authorized by the Contract Documents, and other legal representatives; and each shall be bound hereto to the covenants, agreements, and obligations contained in the Contract Documents for the full and faithful performance of all terms and obligations herein for the completion of the Work.

7.6 It is understood and agreed that all installations of whatever kind made under the terms of the Contract Documents shall, subject to acceptance by City, immediately become the property of the City of Corinth, Texas.

7.7 The parties hereby warrant to the other that the person signing below is authorized on behalf of their respective corporation or government entity and that each are signing in their respective official capacity to authorize and bind such Party under the terms and conditions of this Agreement as set forth herein.

7.8 All documents attached to this Agreement are incorporated herein by reference and as set out in Section 2.1 of this Agreement are considered components of this Agreement.

**IN WITNESS WHEREOF**, the Owner and Contractor have executed this Contract in duplicate and on the \_\_\_\_\_ day of \_\_\_\_\_, 2025. All portions of the Contract Documents have been signed or identified by the Owner and Contractor.

**CONTRACTOR:**

**BY:** \_\_\_\_\_  
**Zackery Markwardt, President & CEO**  
**DDM Construction Corporation**

**CITY OF CORINTH, TEXAS (OWNER):**

**APPROVED AS TO FORM:**

**BY:** \_\_\_\_\_  
**Mayor Bill Heidemann**  
**City of Corinth, Texas**

\_\_\_\_\_  
City Attorney, Patricia Adams

**ACKNOWLEDGMENTS**

STATE OF TEXAS           §  
                                          §  
COUNTY OF \_\_\_\_\_ §

          This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_, on behalf of such entity.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
                                          §  
COUNTY OF DENTON   §

          This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by SCOTT CAMPBELL, **CITY MANAGER** of the **CITY OF CORINTH, TEXAS**, a Home Rule Municipality, on behalf of such municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**Appendix A**



<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p style="text-align: center;"><b>OFFICE USE ONLY</b></p> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"> <p style="margin-top: 5px;">Date Received</p> </div>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>		
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <div style="border: 1px solid black; height: 20px; margin-top: 5px; text-align: center;">Name of Officer</div>		
<p><b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 50px;"> <input type="checkbox"/> Yes             <input type="checkbox"/> No           </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 50px;"> <input type="checkbox"/> Yes             <input type="checkbox"/> No           </div> </div>		
<p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>		
<p><b>6</b> <input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b></p>		
<p><b>7</b></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <p>Signature of vendor doing business with the governmental entity</p> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div> </div> <div style="width: 35%;"> <p>Date</p> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div> </div> </div>		

STATE OF TEXAS – HOUSE BILL 89, 85<sup>th</sup> TEXAS LEGISLATURE VERIFICATION

I, \_\_\_\_\_, the undersigned representative of  
(Person Name)

\_\_\_\_\_  
(Company or Business Name)

hereby referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of **Chapter 2271, Texas Government Code**:

- 1. **Does not boycott Israel currently; and**
- 2. **Will not boycott Israel during the term of the contract for goods or services.**

Pursuant to Section 2271.001, Texas Government Code:

- 1. “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; and
- 2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Signature of Company Representative

**TATE OF TEXAS – HOUSE BILL 13, 87<sup>th</sup> TEXAS LEGISLATURE VERIFICATION**

I, \_\_\_\_\_, the undersigned representative of  
(Person Name)

(Company or Business Name)

hereby referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of **Chapter 2274, Texas Government Code**:

- 1. Does not boycott energy companies currently; and**
- 2. Will not boycott energy companies during the term of the contract for goods or services.**

Pursuant to Section 2274.001, Texas Government Code:

1. “Boycott Energy Companies” means, without an ordinary business purpose, 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 with a company because the company:
  - a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
  - b. does business with a company described by Paragraph (a) above; and
2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Date \_\_\_\_\_

Position/Title
----------------

---

Signature of Company Representative

STATE OF TEXAS – HOUSE BILL 19, 87<sup>th</sup> TEXAS LEGISLATURE VERIFICATION

I, \_\_\_\_\_, the undersigned representative of  
(Person Name)

\_\_\_\_\_  
(Company or Business Name)

hereby referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of **Chapter 2274, Texas Government Code**:

- 1. Does not have a practice, policy, guidance, or directive that discriminates against firearm entity or firearm trade associations currently; and**
- 2. Will not discriminate against a firearm entity or firearm trade association during the term of the contract for goods or services.**

Pursuant to Section 2274.001, Texas Government Code:

1. “Discriminate against a firearm entity or firearm trade association”
  - a. means, with respect to the entity or association, to:
    - i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
    - ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
    - iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
  - b. does not include:
    - i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - ii. A company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association; and
2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Signature of Company Representative



# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	8/7/2025	<b>Title:</b>	Contract  ACP Pipe Repair
<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 an annual contract with automatic renewals for four years for Asbestos Cement Pipe Relining with Utility Service Co. LLC, through the Buyboard Contract #761-25 cooperative purchasing contract, in the amount of \$319,949 per year, and authorize the City Manager to execute the necessary documents.

### Item Summary/Background/Prior Action

The City of Corinth seeks to enter into an agreement with Utility Service Co. LLC, for the lining of asbestos cement (AC) piping, which includes, but is not limited to lining approximately 1,600 LF of AC piping each year. The first-year lining will take place in two locations (Church Dr and I-35). This contract will be awarded through the BuyBoard cooperative purchasing program, which complies with state procurement laws and provides the City with competitive pricing.

The proposed contract has an initial term of one (1) year, commencing on 8/7/2025, with automatic renewal for three additional one-year terms. The agreement is structured to ensure continuity of service, with options for cancellation or non-renewal by either party with a 30-day written notice prior to the contract's renewal date.

Procurement Method: The City is utilizing BuyBoard contract 761-25, which allows the City to take advantage of pre-negotiated pricing and vetted contractors to ensure compliance with state and local procurement requirements. Local governments can join cooperative purchasing programs to benefit from pre-negotiated contracts that meet competitive procurement requirements.

### Financial Impact

The annual cost of the lining AC pipe is not to exceed \$319,949 for the initial year, with an option to renew for three additional one-year periods. Funding for this contract is contingent upon annual appropriations as part of the City's annual Program of Services, as approved by the City Council, with no guarantee of future funding. Each year's renewal will be subject to available funding, and the City is under no obligation to fund this contract beyond the initial term. If the cost exceeds the estimated annual expenditure during any renewal period, this will require Council approval to amend the budget or extend the spending authority. The total potential annual cost is estimated at \$319,949 and will not exceed \$1,279,796 over a four-year period.

**Applicable Policy/Ordinance**

Local Government Code Section 271.102 provides the authority for local governments to make purchases over \$50,000 through cooperative purchasing programs without the need for traditional competitive bidding. If the cooperative purchasing program conducted its own competitive bidding process, local governments are considered to have fulfilled the competitive bidding requirements outlined in Chapter 252 (for municipalities) of the Texas Local Government Code.

**Staff Recommendation/Motion**

Staff recommends the City Council approve the annual contract with automatic renewal for four years for asbestos cement pipe relining with Utility Service Co. LLC through the Buyboard Contract #761-25 cooperative purchasing contract in the amount of \$319,949 per year and authorize the City Manager to execute the necessary documents.

**SERVICE CONTRACT 2025-1040**  
**ASBESTOS CEMENT PIPE TRENCHLESS REPAIR SERVICES**  
**THROUGH**  
**BUYBOARD CONTRACT#761-25**

This Contract is made and entered into this \_\_\_\_\_ by and between **Utility Service Co. LLC** 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").

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**

The term of the contract shall begin \_\_\_\_\_, and shall expire on September 30, 2025, unless earlier terminated by either party in accordance with the terms of this contract.

This contract may be renewed for **three (3)** additional one-year periods if agreed upon in writing by both parties, and subject to annual appropriations and the terms and conditions 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 Asbestos Cement Pipe Trenchless Repair Services in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated herein.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) Scope of Services – Attachment A
- c) The City's Standard Terms & Conditions for Procurements, and Vendor Insurance Requirements– Attachment B
- d) Vendor Quotes with Cooperative pricing and Contract number including Form 1295 electronically filed and signed (**IF COUNCIL APPROVAL REQUIRED**) - Attachment C
- e) Vendor's Cooperative Contract Documentation with **Buyboard** Contract #761–25 Attachment D

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

Upon Contractor's satisfactory completion of the requirements of this Contract, as determined by the City, and receipt and approval of Contractor's invoices, submitted to Accounts Payable, City will pay Contractor in accordance with the Scope of Work and this Contract. Contractor's periodic and final invoices shall be accompanied by sufficient backup information as required by City. **The total payments by City during the term of this Contract shall not exceed THREE HUNDRED NINETEEN THOUSAND, NINE HUNDRED FORTY-NINE and No/100 Dollars (\$319,949.00), subject to annual appropriations.** City does not guarantee any minimum or maximum quantity of work, and Contractor shall have no claim to damages in the event the quantities purchased are less than the estimated quantities of identified in the Scope of Work.

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. The City does not pay travel expenses.

### 4. CHANGES

The City may, from time to time, require changes in the Scope of Work to be performed by Contractor 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 services, equipment, and materials utilized and provided for 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 to property. 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

Jonathan Cato  
COO  
Utility Service Co, LLC  
535 General Courtney Hodges Blvd  
Perry, GA 31069

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 exclusive venue for 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**

**UTILITY SERVICE CO, LLC**

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

\_\_\_\_\_  
**Jonathon Cato, COO**

## Attachment A – Scope of Services

### Pipe Rehabilitation Services - Spray-in-Place Pipe (SIPP)

#### **Contractor responsibilities**

- Mobilize equipment and personnel necessary to complete cleaning, surface preparation, pre- and post-spraying CCTV inspection, and pipe rehabilitation.
- Excavation of up to three (3) access pits
- Cutting of existing pipe and reinstatement of the pipe following access or tie-in.
- Spray application of epoxy coatings to be applied 125 mils DFT.
- Comprehensive written report and schedule presentation of report and findings.

#### **City responsibilities** (when applicable)

- Traffic control
- Erosion and dust control
- Isolation and dewatering of main prior to renovation operations.
- No moisture or water enters the asset during renovation operations.
- Temporary water and power available within 150' of asset.
- Well point dewatering due to high water table elevations
- Disinfection accordance with AWWA C651
- Pressure testing
- Return asset back to service
- Site & landscape restoration

#### **Warranty** – Exhibit B

Subject to the limitations contained herein, Utility Service Co., Inc. represents that for a period of one (1) year from the earlier of: (i) the completion of the Services (to include the installation of the Equipment, if applicable to this Proposal) or (ii) the Customer's return to use of the asset that is the subject matter of this Proposal ("Warranty Period"), the Services and Equipment, if applicable, will be free from defects in materials and workmanship and will substantially conform to the specifications set forth in Exhibit A ("Warranty").

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

## **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 it 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.



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

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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 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.
  - 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.

3. 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.

**Attachment C – Vendor Quotes with Cooperative Pricing &  
Contract Number  
Including Form 1295**



Proposal from  
**UTILITY SERVICE CO., INC.**

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069  
Toll-free: 855-526-4413 | Fax: 478-987-2991  
usgwater.com

Section G, Item 4.

Date: **07/21/25**

Submitted by: **Shawn Keough**

Local Phone: (214) 557-7695

SFID: **132241**

MP / CS Asset: ☐

Entity Proposal Submitted To ("Customer"):			Phone Number:		Fax Number:	
<b>City of Corinth</b>			<b>(940) 497-4145</b>		<b>(940) 498-7595</b>	
Street Address:			Description of Work to be Performed:			
<b>3300 Corinth Parkway</b>			<b>Pipe Rehabilitation Services / SIPP</b>			
City:		State:	Zip Code:	Pipe Rehab Project Name:		
<b>Corinth</b>		<b>TX</b>	<b>76208</b>	<b>12" AC Pipe</b>		
Accounts Payable Contact Name:		Email:		Job Site Address:		
<b>Rusty Guzman</b>		<b>rusty.guzman@cityofcorinth.com</b>		<b>2711 Church Dr, Corinth, TX 76210</b>		
Job Contact (Inspection Reports):		Email:		County / Parish:	Pipe Size:	Pipe Style:
<b>Rusty Guzman</b>		<b>rusty.guzman@cityofcorinth.com</b>		<b>Denton</b>	<b>12"</b>	<b>AC</b>

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Please see attached Exhibit(s), which are incorporated herein by reference:

1. Exhibit A – Scope of Work
2. Exhibit B – Terms and Conditions

Please sign and date this proposal and fax one copy to our office.

**One Hundred Seventy Thousand Seven Hundred Thirty-Three and-----00 /100 Dollars \$ 170,733.00**

Payment to be made as follows: **Payment Due in Full Upon Completion of Work – plus all applicable taxes**

**Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362**

This Proposal, together with its Exhibit A – Scope of Work and Exhibit B - Terms and Conditions, and any additional exhibits that Utility Service Co., Inc. and the Customer agree to incorporate and attach to this Proposal (collectively, this "Proposal") constitutes the entire and exclusive agreement between Utility Service Co., Inc. (which for purposes herein shall collectively include its affiliate companies) and Customer (collectively, the "Parties"). This Proposal may be withdrawn by Utility Service Co., Inc. at any time prior to acceptance. Customer assents to the terms and conditions in Exhibit B and agrees that the terms and conditions in Exhibit B shall govern with respect to this Proposal and the services provided by Utility Service Co., Inc. No additional or conflicting terms or conditions included in any purchase order, hyperlink, acknowledgement or invoice of Customer not expressly incorporated into this Proposal shall be binding on the Parties or this Proposal.

Note: This proposal shall expire automatically  
**Thirty (30)** days following the date of this Proposal.

Authorized  
USCI Signature

**Jonathan Cato, Chief Operating Officer**

**Acceptance of Proposal** The prices, scope of work, and terms and conditions of this Proposal are satisfactory and are hereby accepted. Payment will be made by Customer to Utility Service Co., Inc. as set forth herein.

Is Customer Exempt from Sales Tax? ☐ No ☐ Yes If Exempt, please provide Sales Tax Exemption Certificate.

Fiscal Year Beginning Month \_\_\_\_\_ Customer Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_ Printed Name \_\_\_\_\_

FOR INTERNAL USE ONLY

SFID:

CN:

SO:

MP / CS PN:



## **Exhibit A – Scope of Work**

### **Pipe Rehabilitation Services - Spray-in-Place Pipe (SIPP)**

#### **SIPP Renovation**

- Proposal is based on pipe being asbestos concrete pipe.
- Mobilize equipment and personnel necessary to complete cleaning, surface preparation, pre- and post-spraying CCTV inspection, and pipe rehabilitation.
- Spray application of epoxy coatings to be applied at 125 mils DFT.
- Proposal is based on one (1) mobilization to the site. Additional mobilizations will be subject to additional costs and equitable adjustment in price and time to compensate for additional costs.
- For the purposes of establishing a basis of quantity and not assigning a unit price, the proposal includes the pipe material, pipe size, quantity and runs given in the following table. Pipe can only be lined with spray epoxy application in "runs" as less than 500 lft sections. The quantity given is not a guarantee of the amount of work to be performed or include any latent defects not found during our visual observations of the Asset. The Company reserves the right to request a change order for unforeseen or latent defects, if determined necessary.
- A comprehensive written report will be provided to the Owner after renovation is complete. A representative of the Company will schedule a date with the Owner to present the report and findings.
- Pricing is for cleaning the pipe, CCTV of the pipe, excavations, and coating the pipe ONLY. All other ancillary services will be the responsibility of the Owner.
- The Owner will be responsible for shutting the main off and draining between Church Drive and S Stemmons Freeway.
- Excavation of up to three (3) access pits is included in this proposal. Cutting of existing pipe and reinstatement of the pipe following access or tie-in are also included. Pipe pressure testing is expressly excluded from this proposal and shall not be performed under the scope of this contract.
- In the event that more than three (3) access pits are required due to unforeseen site conditions --including, but not limited to, vertical or horizontal bends, existing underground utilities, or other obstructions --a change order shall be issued. Each additional pit beyond the initial three (3) shall be subject to an additional fee of Five Thousand Dollars (\$5,000.00) per pit.



## Notes / Exclusions

- Pricing is valid until 7/17/2025. Specialized goods and services are being rendered as part of this Scope of Work. Due to subcontractor and/or supplier requirements, pricing may fluctuate due to current market conditions. USCI reserves the right to request a change order due to unforeseen market conditions that increase the cost of the goods or services provided by suppliers or subcontractors.
- Owner shall provide the following services when applicable: Temporary water; dewatering (well points) of excavations due to water table elevations; site restoration; traffic control; landscape restoration; dust control and erosion control measures; permanent pipe; joint coverage; pipe repair; pipe access.
- Owner shall isolate, and drain the Asset prior to renovation operations. Water and power must be available within 150' of Asset.
- Owner shall provide that no moisture or water is entering the Asset during renovation operations.
- Owner shall perform disinfection in accordance with AWWA C651, any pressure testing and return of Asset back to service.
- Permits and/or fees are not included. Local Wage Rates are included.
- Lead abatement of any kind is not included. Containment of any kind is not included.
- USCI is not responsible for differing, latent or hidden conditions, including weather.
- In the event of a different or unknown problem, USCI will be entitled to equitable adjustment in price and time to compensate for additional costs.
- All work is expected to occur during acceptable weather and/or seasonal times. Environmental controls, including dehumidification and auxiliary heating, are not included.
- All workers to have 10-hour OSHA card; any additional safety requirements are subject to request for additional compensation.
- This proposal is based upon a visual inspection of the Asset. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Asset for all patent defects. If latent defects are identified once the Asset has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate pricing.

Texas Buy Board #761-25





## Exhibit B – Terms and Conditions

### A. GENERAL TERMS AND CONDITIONS

The Terms and Conditions (the "Terms") of this Proposal govern the sale of services (the "Services") by Utility Service Co., Inc. (which for purposes herein shall include its affiliates) to the Customer. All other terms, or variations to these Terms are excluded unless agreed explicitly in writing by a numbered amendment to this Proposal executed by Utility Service Co., Inc. and the Customer. Execution of the Proposal by the Customer, whether in writing, on the Internet, by electronic signature, or by e-mail transmission of a signed Proposal shall mean acceptance that these Terms are deemed incorporated into the Proposal and shall form the contract between the Customer and Utility Service Co., Inc. These Terms shall supersede all prior terms, understandings or Proposals between the Customer and Utility Service Co., Inc. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the remainder of the Terms shall not be affected. Any notice to be given with respect to these Terms by either of the Parties shall be in writing. Notices to the Customer shall be sent to the Customer's address on the Proposal, and any notices to Utility Service Co., Inc., including notice of warranty claims by the Customer, shall be sent to: Utility Service Co., Inc., ATTN: Customer Service Department, 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069.

This Proposal has been issued based on the information provided by the Customer and on information currently available to Utility Service Co., Inc. at the time of Proposal issuance. Any changes or discrepancies in site conditions, concealed conditions where the Services will be performed, changes in environmental, health, and safety regulations or conditions, changes in Customer's financial standing, Customer's requirements, or any other relevant change or discrepancy in the factual basis upon which this Proposal was created may lead to changes in the offering, including but not limited to, changes in pricing, warranties, quoted scope of work, and/or terms and conditions. Unless stated otherwise in the Proposal, performance and/or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

### B. PRICES, PAYMENT TERMS, COMMITMENT OF CUSTOMER, CREDIT REPORTING AND TAXES

Prices, which are expressed in US Dollars, are only valid for the period stated in the Proposal. If not stated, the validity period is ninety (90) days. Unless otherwise stated in the Proposal, the full price shall be due and payable upon completion of the Services, which may or may not include the installation of Equipment. All of Utility Service Co., Inc.'s invoices are due and payable upon receipt. If any payment is not made by the Customer within sixty (60) calendar days following the date of the invoice, Utility Service Co., Inc. reserves the right to charge a late payment charge of one and one-half percent (1.5%) per month of the outstanding past due balance. Any failure by Customer to make timely payment of any obligation under this Proposal shall be deemed a breach. Customer agrees to reimburse Utility Service Co., Inc. for all charges, costs, expenses and attorney's fees incurred to enforce or collect the amounts due under this Proposal. In the event Customer has a valid dispute with any invoice or amount due, such dispute must be communicated in writing to Utility Service Co., Inc. within thirty (30) days of the invoice date, describing the amount, issue and the reason for any dispute. Any amounts not disputed within this time frame will be deemed to be valid. Utility Service Co., Inc. and Customer agree to work expeditiously to resolve any dispute. Customer agrees to notify Utility Service Co., Inc. within thirty (30) days of any change in Customer's name, address, or phone number. By executing this Proposal, Customer authorizes Utility Service Co., Inc. to periodically request your credit reports and bank and trade references. Upon your request, we will inform you of the name and address of the reporting agency from which we received such a report, if any. The price listed in the Proposal excludes all taxes unless specifically stated otherwise in the Proposal. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this Proposal, and agrees to reimburse Utility Service Co., Inc. for any taxes paid on Customer's behalf.

### C. DELIVERY OF SERVICES AND INSTALLATION OF EQUIPMENT

The provision of Services as contemplated herein might require the installation of certain equipment (the "Equipment") on the Customer's real property or on the improvements to the Customer's real property (e.g., water storage tank, etc.). All times and dates for the delivery of Services and/or installation of Equipment are approximate, but Utility Service Co., Inc. shall use its reasonable efforts to respect them. The Parties shall each make commercially reasonable efforts to schedule the Services after the date this Proposal is executed by the Customer. Utility Service Co., Inc. shall not be liable for any loss or damage resulting from late delivery of the Services or installation of Equipment.

### D. ACCESS TO CUSTOMER'S FACILITY OR REAL PROPERTY

Customer hereby agrees to provide Utility Service Co., Inc. with reasonable access to its facility or real property to perform the Services. "Reasonable access" shall include passable roads for ingress and egress as well as sufficient usable ground space for Utility Service Co., Inc.'s equipment and materials needed to perform the Services. Unless otherwise provided in this Proposal, the price of this Proposal does not include the cost to lease additional real property so that Utility Service Co., Inc. will have sufficient usable ground space to stage its equipment and materials needed to perform the Services. Any such cost would be in addition to the price of the Proposal, and if needed, the Customer agrees to negotiate an amendment to this Proposal to modify the pricing in good faith.

### E. RISK OF LOSS

Risk of loss or damage to the Equipment, if applicable to this Proposal, shall pass to the Customer upon delivery of the Equipment to the named place of destination.

### F. TITLE TO EQUIPMENT

If the sale of Equipment is included in this Proposal, the title in the Equipment shall remain with Utility Service Co., Inc. until the price of the Proposal is paid in full. The Customer assents that Utility Service Co., Inc. may enter upon the Customer's real property and/or facility to repossess the Equipment if payment(s) are not received in full by their due date(s).

### G. SCOPE OF WARRANTY

Subject to the limitations contained herein, Utility Service Co., Inc. represents that for a period of one (1) year from the earlier of: (i) the completion of the Services (to include the installation of the Equipment, if applicable to this Proposal) or (ii) the Customer's return to use of the asset that is the subject matter of this Proposal ("Warranty Period"), the Services and Equipment, if applicable, will be free from defects in materials and workmanship and will substantially conform to the specifications set forth in Exhibit A ("Warranty"). WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, UTILITY SERVICE CO., INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

### H. NOTIFICATION OF WARRANTY CLAIM

All claims filed under the Warranty provided in Section G shall be made in writing by the Customer within thirty (30) calendar days of identifying a defect. Customer shall provide the written notice of the claim to Utility Service Co., Inc. pursuant to Section A above, and the Customer shall provide the following information in the written notice: (i) a description of the defect giving rise to the claim; (ii) photographs showing the defect; and (iii) if the claim is related to Equipment, the serial number(s) of the Equipment which is (are) the subject of the claim.

### I. EXCLUSIONS FROM WARRANTY

Occurrence of any of the following, as reasonably determined by Utility Service Co., Inc., will void the Warranty: (i) unauthorized alteration of any component(s) of the Services or the Equipment, if applicable, originally supplied by Utility Service Co., Inc., or (ii) intentional or negligent damage to Utility Service Co., Inc.'s work product or the Equipment, if applicable to this Proposal, caused by any other person or entity, including but not limited to, the Customer and its officers, employees, agents, contractors, and assigns.

### J. VERIFICATION OF WARRANTY CLAIM

Utility Service Co., Inc. shall contact Customer following its receipt of notice of a claim under the Warranty. Utility Service Co., Inc. reserves the right to request additional information from the Customer or to conduct an on-site inspection of its work or the Equipment, if applicable to this Proposal, before accepting a claim. The Parties agree to cooperate and work in good faith to provide any additional information needed or to schedule an on-site visit by Utility Service Co., Inc.'s personnel to visibly inspect the work and the Equipment, if applicable. Furthermore, Utility Service Co., Inc. reserves the right to have a third party participate in the inspection of the work to verify whether the work or Equipment, if applicable, is defective under the terms of the Warranty.





## Exhibit B – Terms and Conditions (Continued)

### K. SATISFACTION OF WARRANTY CLAIM

If Utility Service Co., Inc. verifies, in good faith, that a claim under the Warranty is valid and not subject to an exclusion pursuant to Section I above, Utility Service Co., Inc. agrees to repair or replace, without expense to the Customer, any workmanship, materials, and/or Equipment, if applicable, furnished hereunder that may prove defective within the Warranty Period. The Warranty provided in this Proposal shall be the sole and exclusive remedy of the Customer.

### L. INDEMNIFICATION

Utility Service Co., Inc. shall indemnify and hold harmless Customer from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Utility Service Co., Inc. or its officers, agents, employees, and/or assigns while engaged in activities under this Proposal. Customer shall likewise indemnify and hold harmless Utility Service Co., Inc. from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by negligence of the Customer or its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by joint or concurrent negligence of Utility Service Co., Inc. and Customer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section L, (i) "Third party" shall not include Customer or any subsequent owner of the property where the Services were performed or Equipment, if applicable, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

### M. FORCE MAJEURE

Utility Service Co., Inc. shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under this Proposal due to: (i) acts of God (which include, but are not limited to, tropical storms, hurricanes, tornadoes, and earthquakes), (ii) failure of the Internet or another network, (iii) war, (iv) riot, (v) civil commotion, (vi) embargo, (vii) labor disputes, (viii) labor strikes, (ix) fire, (x) flood, (xi) theft, (xii) epidemic, (xiii) pandemic (including COVID-19), (xiv) delay in delivery of services, materials, or equipment by subcontractors, suppliers, or manufacturers, (xv) shortage of labor or materials, or (xvi) any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Utility Service Co., Inc.

### N. LIMITATION OF LIABILITY

Neither the Customer nor Utility Service Co., Inc. shall be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Proposal or resulting from the use or the inability to use the Services or Equipment, if applicable to this Proposal, or the performance or non-performance of the Services or Equipment, if applicable. It is the responsibility of the Customer to insure itself in this regard if it so desires. The liability limit of Utility Service Co., Inc. and its affiliate companies under this Proposal, whether based in contract, warranty, tort (including negligence), strict liability, product liability or otherwise shall not exceed the price that the Customer agrees to pay Utility Service Co., Inc. in this Proposal.

### O. GOVERNING LAW AND DISPUTE RESOLUTION

This Proposal and these Terms shall be construed in accordance with the laws of the state of Georgia without regard to the conflict of law principle. In the event of a dispute concerning this Proposal, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location and attempt to resolve the dispute in good faith. Should the dispute not be resolved within sixty (60) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the location where the Services were performed or are scheduled to be performed, and the rules of arbitration will be the Commercial Arbitration Rules of American Arbitration Association, which are incorporated herein by reference into this Section O.



Proposal from  
**UTILITY SERVICE CO., INC.**

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069  
Toll-free: 855-526-4413 | Fax: 478-987-2991  
usgwater.com

Section G, Item 4.

Date: **07/21/25**

Submitted by: **Shawn Keough**

Local Phone: (214) 557-7695

SFID: **132241**

MP / CS Asset: ☐

Entity Proposal Submitted To ("Customer"):			Phone Number:		Fax Number:	
<b>City of Corinth</b>			<b>(940) 497-4145</b>		<b>(940) 498-7595</b>	
Street Address:			Description of Work to be Performed:			
<b>3300 Corinth Parkway</b>			<b>Pipe Rehabilitation Services / SIPP</b>			
City:		State:	Zip Code:	Pipe Rehab Project Name:		
<b>Corinth</b>		<b>TX</b>	<b>76208</b>	<b>12" AC Pipe</b>		
Accounts Payable Contact Name:		Email:		Job Site Address:		
<b>Rusty Guzman</b>		<b>rusty.guzman@cityofcorinth.com</b>		<b>2711 Church Dr, Corinth, TX 76210</b>		
Job Contact (Inspection Reports):		Email:		County / Parish:	Pipe Size:	Pipe Style:
<b>Rusty Guzman</b>		<b>rusty.guzman@cityofcorinth.com</b>		<b>Denton</b>	<b>12"</b>	<b>AC</b>

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Please see attached Exhibit(s), which are incorporated herein by reference:

1. Exhibit A – Scope of Work
2. Exhibit B – Terms and Conditions

Please sign and date this proposal and fax one copy to our office.

**One Hundred Seventy Thousand Seven Hundred Thirty-Three and-----00 /100 Dollars \$ 170,733.00**

Payment to be made as follows: **Payment Due in Full Upon Completion of Work – plus all applicable taxes**

**Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362**

This Proposal, together with its Exhibit A – Scope of Work and Exhibit B - Terms and Conditions, and any additional exhibits that Utility Service Co., Inc. and the Customer agree to incorporate and attach to this Proposal (collectively, this "Proposal") constitutes the entire and exclusive agreement between Utility Service Co., Inc. (which for purposes herein shall collectively include its affiliate companies) and Customer (collectively, the "Parties"). This Proposal may be withdrawn by Utility Service Co., Inc. at any time prior to acceptance. Customer assents to the terms and conditions in Exhibit B and agrees that the terms and conditions in Exhibit B shall govern with respect to this Proposal and the services provided by Utility Service Co., Inc. No additional or conflicting terms or conditions included in any purchase order, hyperlink, acknowledgement or invoice of Customer not expressly incorporated into this Proposal shall be binding on the Parties or this Proposal.

Note: This proposal shall expire automatically  
**Thirty (30)** days following the date of this Proposal.

Authorized  
USCI Signature

**Jonathan Cato, Chief Operating Officer**

**Acceptance of Proposal** The prices, scope of work, and terms and conditions of this Proposal are satisfactory and are hereby accepted. Payment will be made by Customer to Utility Service Co., Inc. as set forth herein.

Is Customer Exempt from Sales Tax? ☐ No ☐ Yes If Exempt, please provide Sales Tax Exemption Certificate.

Fiscal Year Beginning Month \_\_\_\_\_ Customer Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_ Printed Name \_\_\_\_\_

FOR INTERNAL USE ONLY

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## **Exhibit A – Scope of Work**

### **Pipe Rehabilitation Services - Spray-in-Place Pipe (SIPP)**

#### **SIPP Renovation**

- Proposal is based on pipe being asbestos concrete pipe.
- Mobilize equipment and personnel necessary to complete cleaning, surface preparation, pre- and post-spraying CCTV inspection, and pipe rehabilitation.
- Spray application of epoxy coatings to be applied at 125 mils DFT.
- Proposal is based on one (1) mobilization to the site. Additional mobilizations will be subject to additional costs and equitable adjustment in price and time to compensate for additional costs.
- For the purposes of establishing a basis of quantity and not assigning a unit price, the proposal includes the pipe material, pipe size, quantity and runs given in the following table. Pipe can only be lined with spray epoxy application in "runs" as less than 500 lft sections. The quantity given is not a guarantee of the amount of work to be performed or include any latent defects not found during our visual observations of the Asset. The Company reserves the right to request a change order for unforeseen or latent defects, if determined necessary.
- A comprehensive written report will be provided to the Owner after renovation is complete. A representative of the Company will schedule a date with the Owner to present the report and findings.
- Pricing is for cleaning the pipe, CCTV of the pipe, excavations, and coating the pipe ONLY. All other ancillary services will be the responsibility of the Owner.
- The Owner will be responsible for shutting the main off and draining between Church Drive and S Stemmons Freeway.
- Excavation of up to three (3) access pits is included in this proposal. Cutting of existing pipe and reinstatement of the pipe following access or tie-in are also included. Pipe pressure testing is expressly excluded from this proposal and shall not be performed under the scope of this contract.
- In the event that more than three (3) access pits are required due to unforeseen site conditions --including, but not limited to, vertical or horizontal bends, existing underground utilities, or other obstructions --a change order shall be issued. Each additional pit beyond the initial three (3) shall be subject to an additional fee of Five Thousand Dollars (\$5,000.00) per pit.



## Notes / Exclusions

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- All work is expected to occur during acceptable weather and/or seasonal times. Environmental controls, including dehumidification and auxiliary heating, are not included.
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Texas Buy Board #761-25



## Exhibit B – Terms and Conditions

### A. GENERAL TERMS AND CONDITIONS

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The provision of Services as contemplated herein might require the installation of certain equipment (the "Equipment") on the Customer's real property or on the improvements to the Customer's real property (e.g., water storage tank, etc.). All times and dates for the delivery of Services and/or installation of Equipment are approximate, but Utility Service Co., Inc. shall use its reasonable efforts to respect them. The Parties shall each make commercially reasonable efforts to schedule the Services after the date this Proposal is executed by the Customer. Utility Service Co., Inc. shall not be liable for any loss or damage resulting from late delivery of the Services or installation of Equipment.

### D. ACCESS TO CUSTOMER'S FACILITY OR REAL PROPERTY

Customer hereby agrees to provide Utility Service Co., Inc. with reasonable access to its facility or real property to perform the Services. "Reasonable access" shall include passable roads for ingress and egress as well as sufficient usable ground space for Utility Service Co., Inc.'s equipment and materials needed to perform the Services. Unless otherwise provided in this Proposal, the price of this Proposal does not include the cost to lease additional real property so that Utility Service Co., Inc. will have sufficient usable ground space to stage its equipment and materials needed to perform the Services. Any such cost would be in addition to the price of the Proposal, and if needed, the Customer agrees to negotiate an amendment to this Proposal to modify the pricing in good faith.

### E. RISK OF LOSS

Risk of loss or damage to the Equipment, if applicable to this Proposal, shall pass to the Customer upon delivery of the Equipment to the named place of destination.

### F. TITLE TO EQUIPMENT

If the sale of Equipment is included in this Proposal, the title in the Equipment shall remain with Utility Service Co., Inc. until the price of the Proposal is paid in full. The Customer assents that Utility Service Co., Inc. may enter upon the Customer's real property and/or facility to repossess the Equipment if payment(s) are not received in full by their due date(s).

### G. SCOPE OF WARRANTY

Subject to the limitations contained herein, Utility Service Co., Inc. represents that for a period of one (1) year from the earlier of: (i) the completion of the Services (to include the installation of the Equipment, if applicable to this Proposal) or (ii) the Customer's return to use of the asset that is the subject matter of this Proposal ("Warranty Period"), the Services and Equipment, if applicable, will be free from defects in materials and workmanship and will substantially conform to the specifications set forth in Exhibit A ("Warranty"). WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, UTILITY SERVICE CO., INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

### H. NOTIFICATION OF WARRANTY CLAIM

All claims filed under the Warranty provided in Section G shall be made in writing by the Customer within thirty (30) calendar days of identifying a defect. Customer shall provide the written notice of the claim to Utility Service Co., Inc. pursuant to Section A above, and the Customer shall provide the following information in the written notice: (i) a description of the defect giving rise to the claim; (ii) photographs showing the defect; and (iii) if the claim is related to Equipment, the serial number(s) of the Equipment which is (are) the subject of the claim.

### I. EXCLUSIONS FROM WARRANTY

Occurrence of any of the following, as reasonably determined by Utility Service Co., Inc., will void the Warranty: (i) unauthorized alteration of any component(s) of the Services or the Equipment, if applicable, originally supplied by Utility Service Co., Inc., or (ii) intentional or negligent damage to Utility Service Co., Inc.'s work product or the Equipment, if applicable to this Proposal, caused by any other person or entity, including but not limited to, the Customer and its officers, employees, agents, contractors, and assigns.

### J. VERIFICATION OF WARRANTY CLAIM

Utility Service Co., Inc. shall contact Customer following its receipt of notice of a claim under the Warranty. Utility Service Co., Inc. reserves the right to request additional information from the Customer or to conduct an on-site inspection of its work or the Equipment, if applicable to this Proposal, before accepting a claim. The Parties agree to cooperate and work in good faith to provide any additional information needed or to schedule an on-site visit by Utility Service Co., Inc.'s personnel to visibly inspect the work and the Equipment, if applicable. Furthermore, Utility Service Co., Inc. reserves the right to have a third party participate in the inspection of the work to verify whether the work or Equipment, if applicable, is defective under the terms of the Warranty.





Proposal from  
**UTILITY SERVICE CO., INC.**

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069  
Toll-free: 855-526-4413 | Fax: 478-987-2991  
usgwater.com

Section G, Item 4.

## **Exhibit B – Terms and Conditions (Continued)**

### **K. SATISFACTION OF WARRANTY CLAIM**

If Utility Service Co., Inc. verifies, in good faith, that a claim under the Warranty is valid and not subject to an exclusion pursuant to Section I above, Utility Service Co., Inc. agrees to repair or replace, without expense to the Customer, any workmanship, materials, and/or Equipment, if applicable, furnished hereunder that may prove defective within the Warranty Period. The Warranty provided in this Proposal shall be the sole and exclusive remedy of the Customer.

### **L. INDEMNIFICATION**

Utility Service Co., Inc. shall indemnify and hold harmless Customer from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Utility Service Co., Inc. or its officers, agents, employees, and/or assigns while engaged in activities under this Proposal. Customer shall likewise indemnify and hold harmless Utility Service Co., Inc. from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by negligence of the Customer or its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by joint or concurrent negligence of Utility Service Co., Inc. and Customer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section L, (i) "Third party" shall not include Customer or any subsequent owner of the property where the Services were performed or Equipment, if applicable, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

### **M. FORCE MAJEURE**

Utility Service Co., Inc. shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under this Proposal due to: (i) acts of God (which include, but are not limited to, tropical storms, hurricanes, tornadoes, and earthquakes), (ii) failure of the Internet or another network, (iii) war, (iv) riot, (v) civil commotion, (vi) embargo, (vii) labor disputes, (viii) labor strikes, (ix) fire, (x) flood, (xi) theft, (xii) epidemic, (xiii) pandemic (including COVID-19), (xiv) delay in delivery of services, materials, or equipment by subcontractors, suppliers, or manufacturers, (xv) shortage of labor or materials, or (xvi) any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Utility Service Co., Inc.

### **N. LIMITATION OF LIABILITY**

Neither the Customer nor Utility Service Co., Inc. shall be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Proposal or resulting from the use or the inability to use the Services or Equipment, if applicable to this Proposal, or the performance or non-performance of the Services or Equipment, if applicable. It is the responsibility of the Customer to insure itself in this regard if it so desires. The liability limit of Utility Service Co., Inc. and its affiliate companies under this Proposal, whether based in contract, warranty, tort (including negligence), strict liability, product liability or otherwise shall not exceed the price that the Customer agrees to pay Utility Service Co., Inc. in this Proposal.

### **O. GOVERNING LAW AND DISPUTE RESOLUTION**

This Proposal and these Terms shall be construed in accordance with the laws of the state of Georgia without regard to the conflict of law principle. In the event of a dispute concerning this Proposal, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location and attempt to resolve the dispute in good faith. Should the dispute not be resolved within sixty (60) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the location where the Services were performed or are scheduled to be performed, and the rules of arbitration will be the Commercial Arbitration Rules of American Arbitration Association, which are incorporated herein by reference into this Section O.

# CERTIFICATE OF INTERESTED PARTIES

Section G, Item 4.

FD

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:  
2025-1331760

Date Filed:  
07/02/2025

Date Acknowledged:

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

Utility Service Co., Inc.  
Perry, GA 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, TX

**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.**

TBD  
Pipe Rehabilitation Services

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 \_\_\_\_\_ Jonathan Cato \_\_\_\_\_, and my date of birth is \_\_05/12/1967\_\_.

My address is 535 General Courtney Hodges Blvd \_\_\_\_\_, \_\_\_\_\_ Perry \_\_\_\_\_, \_\_\_\_\_ GA \_\_\_\_\_, \_\_\_\_\_ 31069 \_\_\_\_\_, \_\_\_\_\_ US \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

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

Executed in \_\_\_\_\_ Houston \_\_\_\_\_ County, State of \_\_\_\_\_ GA \_\_\_\_\_, on the 28th of \_\_\_\_\_ July \_\_\_\_\_, 20\_25 \_\_\_\_\_.  
(month) (year)

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

**Attachment D – Vendor’s Cooperative Contract Documentation  
with Buyboard Contract#761-25**



Electronic Delivery

Cristyl Smith  
Utility Service Co. Inc.  
535 Courtney Hodges Blvd  
Perry, GA 31069

Welcome to BuyBoard!

**Re:** *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 761-25, Water Storage Tank Maintenance and Rehabilitation and Trenchless Pipe Repair Systems

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 April 1, 2025, through March 31, 2026, 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. 761-25 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.

A list of Cooperative members is available on the [buyboard.com](http://buyboard.com) website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

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, feel free to contact me at [bids@buyboard.com](mailto:bids@buyboard.com).

Sincerely,



Kristin Gardner, Bid Analyst  
Texas Association of School Boards, Inc.,  
Administrator for The Local Government Purchasing Cooperative

Electronic Delivery

Cristyl Smith  
Utility Service Co. Inc.  
535 Courtney Hodges Blvd  
Perry, GA 31069

Welcome to BuyBoard!

**Re:** *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 761-25, Water Storage Tank Maintenance and Rehabilitation and Trenchless Pipe Repair Systems

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 April 1, 2025, through March 31, 2026, 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. 761-25 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.

A list of National Cooperative members is available on the [buyboard.com](http://buyboard.com) website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at [bids@buyboard.com](mailto:bids@buyboard.com).

Sincerely,



Kristin Gardner, Bid Analyst  
Texas Association of School Boards, Inc.,  
Administrator for the National Purchasing Cooperative

v.01.03.2025



## PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Water Storage Tank Maintenance and Rehabilitation and Trenchless Pipe Repair Systems	Proposal Due Date/Opening Date and Time October 3, 2024, at 4:00 PM
Proposal Invitation Number 761-25	Location of Proposal Opening Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term April 1, 2025, through March 31, 2026, with two possible one-year renewals.	Anticipated Cooperative Board Meeting Date February 2025

*By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.*

Utility Service Co., Inc.

Name of Proposing Company

October 1, 2024

Date

3300 Corinth Parkway

Street Address

*Rachel McKay Shedd*

Signature of Authorized Company Official

Perry, GA 31069

City, State, Zip

Rachel Shedd

Printed Name of Authorized Company Official

478-987-0303

Telephone Number of Authorized Company Official

Sr. Director of Marketing

Position or Title of Authorized Company Official

478-987-0303

Fax Number of Authorized Company Official

58-1920989

Federal ID Number

## PROPOSAL FORMS PART 1: COMPLIANCE FORMS

### INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer ***must initial in the bottom right corner of each page*** where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

## PROPOSAL ACKNOWLEDGEMENTS

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

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, 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 pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial AMS

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
- conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
  - payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - the possible award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
  - submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. 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 the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal 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 or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

## 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): \_\_\_\_\_

Initial: RMS

## 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):

Utility Service Co., Inc.

Company Name

Corinth

City

585 General Courtney Hodges Blvd.

Address

TX

State

76208

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? \$\_\_\_\_\_ or \_\_\_\_\_%

## DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that 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.

## 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

Initial: RMS



## NO BOYCOTT VERIFICATION

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 will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) 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 the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). 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).

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so 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.

Initial: \_\_\_\_\_





## NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

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 on the Compliance Forms Signature Page, 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.

## 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 BuyBoard website will indicate HUB certifications for awarded 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.

## ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: RMS





## CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. 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. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder 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.

By signature on the Compliance Forms Signature Page, Proposer 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 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 accepting the member's Purchase Order, Member Construction Contract, or other agreement for construction-related goods or services.

Initial: RMS



## 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. Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.

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, by and through the Cooperative administrator, 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:

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Initial: *RMS*



## VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com). BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

### OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.

Initial: RMS



## CONFIDENTIAL/PROPRIETARY INFORMATION

### A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, 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. When required by the Texas Public Information Act or other disclosure law, Proposer may 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, catalogs, pricelists, 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 clearly 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 Cooperative administrator shall 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 Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

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(Attach additional sheets if needed.)

Initial: RMS



## B. Copyright Information

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

Please check (✓) one of the following:

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

If you responded "YES", clearly 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 Cooperative 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 publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information 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.

Initial: RMS

## 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 a Proposal 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. Completed forms 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 terms and conditions of the BuyBoard contract, 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 check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. 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, Member Construction Contract, or Cooperative member ancillary 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.



YES, I agree.



NO, I do not agree.

### 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, Member Construction Contract, or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.



YES, I agree.



NO, I do not agree.

Initial: AMS



### 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.



YES, I agree.

☐ NO, I do not agree.

### 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 determination 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 beta.sam.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.



YES, I agree.

☐ NO, I do not agree.

### 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.



YES, I agree.

☐ NO, I do not agree.Initial: RMS

**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.



YES, I agree.

☐ NO, I do not agree.**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.



YES, I agree.

☐ NO, I do not agree.**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.



YES, I agree.

☐ NO, I do not agree.**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).



YES, I agree.

☐ NO, I do not agree.Initial: *RMS*



**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.



YES, I agree.



NO, I do not agree.

**11. Domestic Preferences for Procurements:**

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.



YES, I agree.



NO, I do not agree.

**12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.



YES, I agree.



NO, I do not agree.

**13. 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 200.324(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.



YES, I agree.



NO, I do not agree.

**14. 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.



YES, I agree.



NO, I do not agree.

Initial: RMS



## COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Utility Service Co., Inc.

Company Name

*Rachel McKay Shedd*

Signature of Authorized Company Official

Rachel Shedd, Sr. Director of Marketing

Printed Name and Title

October 1, 2024

Date



## PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

## INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement (*Vendors serving outside Texas only*)
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire

To the extent any information requested is not applicable to your company, you must so indicate on the form.

## VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

Utility Service Co., Inc.

*(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 (Specify: \_\_\_\_\_)

State of Incorporation (if applicable): Georgia

Federal Employer Identification Number: 58-1920989  
(Vendor must include a completed **IRS W-9** form with their Proposal)

Name 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.)*

USG Water Solutions

**Form W-9**  
(Rev. March 2024)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Utility Service Co, INC.

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

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

**5** Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

P.O. Box 207362

**6** City, state, and ZIP code

Dallas, TX 75320

**7** List account number(s) here (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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

          -          -

or

Employer identification number

5 8 - 1 9 2 0 9 8 9

## 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 for Part II, later.

Sign  
Here

Signature of  
U.S. person

*Kathleen Payne*

Date

7/2/2024

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

## VENDOR CONTACT INFORMATION

*Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).*

## FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative 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.

- 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: \$ 5.02M. (The period of the 12-month period is Jan 2024 / Dec 2024). 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).
- 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.
- 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		
2. T-PASS (State of Texas)	N		
3. OMNIA Partners	N		
4. Sourcewell (NJPA)	N		
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	N		
7. Choice Partners	N		
8. The Interlocal Purchasing System (TIPS)	N		
9. Other	N		

☒ 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 (%): 0

Explanation: \_\_\_\_\_



## 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 pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	City of the Colony	Jimmy Arthur	972-625-4471	jarthur@thecolonytx.gov	0%	\$1M+
2.	City of Gainesville	Ron Sellman	940-668-4500	rsellman@cogtx.org	0%	\$70K+
3.	City of Kemp	Luis Valentine	903-498-3191	luis.valentine@cityofkemp.org	0%	\$130K+
4.	430 Water Supply	Erron Lowrey	254-939-8203	eeron@439watersupply.net	0%	\$500K+
5.	Crockett Co. Water Control & Improvement District 1	Doug Meador	325-392-2730	dmeador402@verizon.net	0%	\$500K+

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

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## COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)





# COMPANY PROFILE

As the largest provider of tank asset maintenance programs for the potable water industry within the United States, **Utility Service Group Water Solutions, LLC (USG)** provides water and wastewater utility clients with specialized programs and valuable services in order to assist them with the suitable management of their critical assets. USG's goal is to provide the highest value of services possible to allow our many valued clients to invest both capital and operating funds for the maximum benefit of their critical water distribution system assets and to build a long-standing partnership—ultimately ensuring the successful maintenance of their critical water distribution system assets.

From a contractual standpoint—we are still currently operating under the legal entity of **Utility Service Co., Inc.** Utility Service Co., Inc. served as our company name before changing to Utility Service Group Water Solutions, LLC.

With major service centers strategically located across the United States to provide dependable and efficient response times to our valued clients, USG's local presence and highly qualified work crews deliver the high-quality results expected by our clients. Our team has extensive project experience and specialized knowledge of the characteristics and conditions associated with water distribution systems and infrastructure of the United States—ensuring that all water distribution system assets are both protected and maintained on an ongoing and consistent basis.

Our background and experience with all tank asset styles and sizes allow us to comfortably complete complex and large water storage tank renovation projects. USG protects more than 8,000 assets nationally with full-service maintenance and asset management programs. These maintenance programs are on-going and center on establishing long-term partnerships with our clients—ultimately utilizing a consultative philosophy-based approach to identifying and solving any issues that may arise.

Additionally, we have expanded both our capabilities and resources with the additional resources, advanced technologies, information systems, and strategic solutions that are necessary to address the current challenges facing water and wastewater utilities. Leveraging our extensive knowledge and experience, we are able to offer even greater innovative solutions to our clients. As part of our mission to address critical water resource and infrastructure challenges, we deliver innovative and advanced service solutions to minimize capital and operational expenses, improve water distribution system operations and performance, extend the useful life of our clients' critical water utility assets, and ultimately improve water quality.

## **COMPANY OWNERSHIP HISTORY**

USG's presence within the United States dates back to the founding of its predecessor company in 1963. Since then, we have grown into one of the largest and most technologically advanced water solution providers in the United States.

We were initially formed in 1991 and—in 2008—became a wholly-owned subsidiary of SUEZ North America Inc. In 2022, SUEZ North America Inc. became wholly-owned by Veolia North America. On December 31, 2022, Veolia signed an agreement with **Turnspire Capital Partners (Turnspire)** to

acquire USG—which closed in February of 2023. Turnspire is a private investment firm focused on acquiring high-quality business that have reached strategic, operational, and financial inflection points and ultimately stand to benefit from a hands-on, operationally focused approach.

USG and Turnspire both share a commitment to offer safe and sound solutions to our clients. Our multifaceted performance—combining the strengths of the organizations—is what will matter in the long run to successfully service our clients, meet all quality expectations, and establish a long-term partnership that will benefit our valued clients for many years to come. We are truly a world leader in smart, sustainable resource management, and we provide solutions that enable clients to optimize their critical resources and strengthen both environmental and economic performances in line with regulatory standards.

## **FINANCIAL STABILITY**

With over 50 years of industry experience, USG has the financial strength and stability—as well as access to capital—that is required to successfully conduct the associated work. Also, we have never defaulted on a project—nor have we failed to complete a project.

We have successfully worked with thousands of municipal and industrial water and wastewater utility clients on critical infrastructure issues—providing cost-effective solutions to our clients in order solve countless water quality and compliance issues. We have the capability to adequately address the need for overdue maintenance investment and all infrastructure renovations. Our creative programs and innovative pricing structures have allowed our clients to tackle significant water and wastewater infrastructure problems—while also minimizing the financial burden for their communities, customers, and taxpayers.



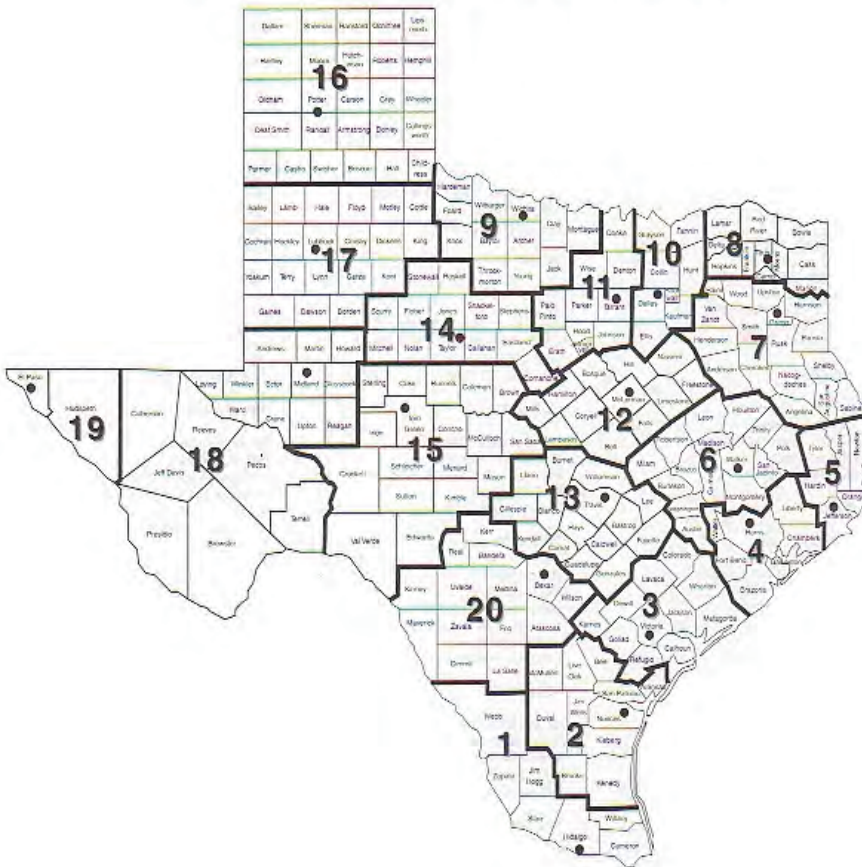
## TEXAS REGIONAL SERVICE DESIGNATION

***This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).***

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. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you ***must*** indicate the specific regions you will service. 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. (Additional forms can be obtained by contacting [bids@buyboard.com](mailto:bids@buyboard.com) at least five (5) business days prior to the Proposal Due Date.) ***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 the form in the electronic proposal submission system.

### Regional Education Service Centers

### 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

## STATE SERVICE DESIGNATION

***This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).***

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.*

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. (Additional forms can be obtained by contacting [bids@buyboard.com](mailto:bids@buyboard.com) at least five (5) business days prior to the Proposal Due Date.) ***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.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama  
Alaska  
Arizona  
Arkansas  
California (Public Contract Code 20118 & 20652)  
Colorado  
Connecticut  
Delaware  
District of Columbia  
Florida  
Georgia  
Hawaii  
Idaho  
Illinois  
Indiana  
Iowa  
Kansas  
Kentucky  
Louisiana  
Maine  
Maryland  
Massachusetts  
Michigan  
Minnesota  
Mississippi  
Missouri

Montana  
Nebraska  
Nevada  
New Hampshire  
New Jersey  
New Mexico  
New York  
North Carolina  
North Dakota  
Ohio  
Oklahoma  
Oregon  
Pennsylvania  
Rhode Island  
South Carolina  
South Dakota  
Tennessee  
Texas  
Utah  
Vermont  
Virginia  
Washington  
West Virginia  
Wisconsin  
Wyoming



## 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 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, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion 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.



7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

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.

Utility Service Co., Inc.

Name of Vendor

761-25

Proposal Invitation Number

*Rachel McKay Shedd*

Signature of Authorized Company Official

Rachel Shedd

Printed Name of Authorized Company Official

September 30, 2024

Date



## 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.***

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
N/A		





## 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 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. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

(940) 497-4145

(940) 498-7595

Phone Number

Fax Number

Email address

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



## 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 and submit in one document with your Proposal. You must submit the 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.

We have been in business for 61 years.

2. Describe Vendor'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 Vendor's capabilities relative to this Contract.

\_\_\_ Vendor is the industry leader in water storage tank rehabilitation nationwide. Vendor has performed 400+ renovations and 1000+ inspections and cleanings of water storage tanks in the State of Texas in the previous five years.

Full details and references can be provided upon request. \_\_\_\_\_

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.

Utility Service Co., Inc. is headquartered in Atlanta and Perry, Georgia. Our HQ houses a full suite of operations, engineering and safety professionals to assist the needs of our service centers across the nation. We have a full-service operations center based in Cypress, TX to accommodate the needs of the TX Market.

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) or other applicable law (for entities outside of Texas). 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?

Utility Service Co., Inc. has extensive experience working alongside architects and professional engineers to achieve the desired result of the Cooperative members.

5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

Utility Service Co., Inc. is capable of performing all tasks as defined in the proposal in-house with the exception of storage tank mixing system manufacturing.

6. 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 term.*) Attach additional pages if necessary.

Utility Service Co., Inc. employs a full-time in-house marketing staff that will work alongside BuyBoard Cooperative membership to introduce our company, solutions and services. We will utilize both digital marketing and face-to-face events with Texas trade organizations to promote our partnership.

7. 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.

Utility Service Co., Inc. is considered in good standing with their lender. Institution references and proof of standing can be provided at the request of BuyBoard. Vendor maintains a bonding capacity of up to \$7.5M for individual projects and supporting backlogs approaching \$50M. The firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have not been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years.





8. 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.

None

9. 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 regard 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.

Our company has not defaulted or failed to complete or deliver work on a project in the last 10 years.

We have a large volume of long-term maintenance contracts, and some of these have been terminated for various reasons during the last 10 years, e.g. tank taken out of service, budgetary constraints, etc.

10. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard 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 relate to or arise 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), nature of the claim, and resolution or current status.

N/A

11. Describe in detail the quality control system Vendor 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.

Vendor maintains full staff on-site and support personnel trained and certified in OSHA, NACE and SSPC guidelines. Vendor is also ISO 9001 certified in water storage tank maintenance.



12. If the Work will require Vendor 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

13. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract.

USCI has not had any OSHA citations or issues in the past 5 years.



## REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ Reviewed/Completed: Proposer's Acceptance and Agreement

### PROPOSAL FORMS PART 1: COMPLIANCE FORMS

- ☒ Reviewed/Completed: Proposal Acknowledgements
- ☒ Reviewed/Completed: Felony Conviction Disclosure
- ☒ Reviewed/Completed: Resident/Nonresident Certification
- ☒ Reviewed/Completed: Debarment Certification
- ☒ Reviewed/Completed: Vendor Employment Certification
- ☒ Reviewed/Completed: No Boycott Verification
- ☒ Reviewed/Completed: No Excluded Nation or Foreign Terrorist Organization Certification
- ☒ Reviewed/Completed: Historically Underutilized Business Certification
- ☒ Reviewed/Completed: Acknowledgement of BuyBoard Technical Requirements
- ☒ Reviewed/Completed: Construction-Related Goods and Services Affirmation
- ☒ Reviewed/Completed: Deviation and Compliance
- ☒ Reviewed/Completed: Vendor Consent for Name Brand Use
- ☒ Reviewed/Completed: Confidential/Proprietary Information
- ☒ Reviewed/Completed: EDGAR Vendor Certification
- ☒ Reviewed/Completed: Compliance Forms Signature Page

### PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

- ☒ Reviewed/Completed: Vendor Business Name
- ☐ Reviewed/Completed: Vendor Contact Information (*complete in electronic proposal submission system*)
- ☐ Reviewed/Completed: Federal and State/Purchasing Cooperative Experience
- ☒ Reviewed/Completed: Governmental References
- ☒ Reviewed/Completed: Company Profile
- ☐ Reviewed/Completed: Texas Regional Service Designation (*complete in electronic proposal submission system*)
- ☐ Reviewed/Completed: State Service Designation (*complete in electronic proposal submission system*)
- ☒ Reviewed/Completed: National Purchasing Cooperative Vendor Award Agreement (*Vendors serving outside Texas only*)
- ☒ Reviewed/Completed: Local/Authorized Seller Listings
- ☒ Reviewed/Completed: Manufacturer Dealer Designation
- ☐ Reviewed/Completed: Proposal Invitation Questionnaire
- ☐ Reviewed/Completed: Proposal Specifications *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*

## 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).

**PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

**PROPOSAL NOTE 2:** By submitting this Proposal, Proposer certifies that the proposing entity has obtained, and will continue to maintain during the entire term of this Contract, all permits, approvals, registrations, or licenses necessary for lawful performance of its obligations under this Contract, including as applicable all permits and licenses required by chapter 341 of the Texas Health and Safety Code and associated regulations regarding public water supplies and water utility systems or components thereof. In addition, Proposer agrees to comply with all municipal ordinances and codes pertaining to municipal or public water systems to the extent such are applicable to the services to be performed. Proposer further certifies that Proposer has all authorizations required by, and will comply with any and all rules and regulations established by any federal, state or local authority having jurisdiction over the services to be performed including, but not limited to, any applicable laws, rules and regulations relating to public water supplies and water utility systems or components thereof, and persons performing duties relating to such public water supplies and water utility systems or components. Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB and Cooperative members, and their officers, board members, agents and employees, from and against all claims, actions, suits, demands, regulatory action, proceeding, costs, damages and liabilities, including court costs and attorney's fees, arising out of or resulting from the failure of Vendor or its agents, employees, suppliers or contractors or subcontractors to comply with any applicable laws, rules, or regulations. This section is not subject to deviation.

### Section I: Water Storage Tank Maintenance and Rehabilitation

1. Discount (%) off catalog/pricelist for Water Storage Tank Maintenance Services - for all types of water storage tanks (steel, concrete, or similar type of structure). Service will include annual tank inspections for safety, sanitation, and structure of tank.
2. Discount (%) off catalog/pricelist for Water Storage Tank Cleaning Services - for disinfection and improving water quality of storage tank.
3. Discount (%) off catalog/pricelist for Water Mixers for Storage Tanks.
4. Discount (%) off catalog/pricelist for Water Filter Services for Storage Tanks (cleaning and replacement).
5. Discount (%) off catalog/pricelist for Water Leak Detection Services.
6. Discount (%) off catalog/pricelist for Water Storage Tank Security Services - for detection of intrusion (includes all hardware and software to install system).
7. Discount (%) off catalog/pricelist for Water Well Maintenance Services (cleaning, preventative maintenance, and pump inspection).
8. Discount (%) off catalog/pricelist for Water Valve and Hydrant Services.
9. Discount (%) off catalog/pricelist for Water Meter Maintenance Services.
10. Discount (%) off catalog/pricelist for All Other Water Storage Tank Services.

### Section II: Trenchless Pipe Repair Systems and Equipment

11. Discount (%) off catalog/pricelist for Trenchless Sewer and Water Pipe Patch Repair Systems (resin-based systems, elbow/flow packers, repair kits, and similar related systems).
12. Discount (%) off catalog/pricelist for Trenchless Sewer and Water Pipe Cleaning (Ice Pigging) Services - for all types of water main and sewer line cleaning.

### Section III: Installation and Repair Service

13. Hourly Labor Rate for Installation/Repair Service of Equipment and Products – not to exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

## Utility Service Co. Inc. Information

Section G, Item 4.

Contact: Cristyl Smith  
Address: 535 Courtney Hodges Blvd  
Perry, GA 31069  
Phone: (478) 987-0303  
Fax: (478) 987-9657  
Email: bid@usgwater.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Rachel McRay Shedd

Signature

rachel.shedd@usgwater.com

Email

Submitted at 10/2/2024 10:57:02 AM (CT)

## Requested Attachments

### BuyBoard Proposal Invitation No. 761-25, Water Storage Tank Maintenance and Rehabilitation and Trenchless Pipe Repair Systems

Proposal-No-761-25.pdf

REQUIRED-In PDF format, upload all COMPLETED and FILLED in proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

### Manufacturer Catalog(s) and/or Product Price list(s)

TX Buyboard Price Renewal  
102024.pdf

REQUIRED-In Excel or PDF format, upload manufacturer catalog(s) and/or product price list(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/price list(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

### Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

### Company Profile

USCI Company Profile.pdf

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

### IRS Form W-9 Request for Taxpayer Identification Number and Certification

Utility Service Co, INC. 1.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

## 1 Federal Identification Number

Federal Identification Number

58-1920989

## 2 No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

## 3 No Boycott Certification

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 will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) 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 the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). 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).

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so 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.

Yes



**4 No Excluded Nation or Foreign Terrorist Organization Certification**

Section G, Item 4.

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 on the Compliance Forms Signature Page, 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.

**5 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 BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

**I certify that my company has been certified as a MWBE/HUB in the following categories:** *(Please check all that apply)*

**6 Minority Owned Business**

Minority Owned Business

☐ *Minority Owned Business***7 Women Owned Business**

Women Owned Business

☐ *Women Owned Business***8 Service-Disabled Veteran 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)

☐ *Service-Disabled Veteran Owned Business***9 Certification Number**

Certification Number

**10 Name of Certifying Agency**

Certifying Agency

**11 Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☒ Non-HUB**12 Vendor General Contact Information**

Proposal/Contract General Contact Information

<b>1 3</b>	<b>Vendor Proposal/Contract Contact - First Name</b> Vendor Proposal/Contract Contact - First Name <input style="width: 90%;" type="text" value="Cristyl"/>	Section G, Item 4.
<b>1 4</b>	<b>Vendor Proposal/Contract Contact - Last Name</b> Vendor Proposal/Contract Contact - Last Name <input style="width: 90%;" type="text" value="Smith"/>	
<b>1 5</b>	<b>Vendor Proposal/Contract Contact E-mail Address</b> Vendor Proposal/Contract Contact E-mail Address <input style="width: 90%;" type="text" value="bid@usgwater.com"/>	
<b>1 6</b>	<b>Vendor Proposal/Contract Mailing Address</b> Vendor Proposal/Contract Mailing Address <input style="width: 90%;" type="text" value="535 Courtney Hodges Blvd"/>	
<b>1 7</b>	<b>Vendor Proposal/Contract Mailing Address - City</b> Vendor Proposal/Contract Mailing Address - City <input style="width: 90%;" type="text" value="Perry"/>	
<b>1 8</b>	<b>Vendor Proposal/Contract Mailing Address - State</b> Vendor Proposal/Contract Mailing Address - State (Abbreviate State Name) <input style="width: 90%;" type="text" value="GA"/>	
<b>1 9</b>	<b>Vendor Proposal/Contract Mailing Address - Zip Code</b> Vendor Proposal/Contract Mailing Address - Zip Code <input style="width: 90%;" type="text" value="31069"/>	
<b>2 0</b>	<b>Vendor Proposal/Contact Phone Number</b> Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) <input style="width: 90%;" type="text" value="4789870303"/>	
<b>2 1</b>	<b>Vendor Proposal/Contact Extension Number</b> Vendor Proposal/Contact Extension Number <input style="width: 90%;" type="text" value="No response"/>	
<b>2 2</b>	<b>Company Website</b> Company Website (www.XXXXX.com) <input style="width: 90%;" type="text" value="www.usgwater.com"/>	



2  
3**Purchase Orders Contact Information**

Section G, Item 4.

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

2  
4**Purchase Order E-mail Address**

Purchase Order E-mail Address

2  
5**Purchase Order Contact - First Name**

Purchase Order Contact - First Name

2  
6**Purchase Order Contact - Last Name**

Purchase Order Contact - Last Name

2  
7**Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

2  
8**Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

2  
9**Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

3  
0**Alternate Purchase Order Contact - First Name**

Alternate Purchase Order Contact - First Name

3  
1**Alternate Purchase Order Contact - Last Name**

Alternate Purchase Order Contact - Last Name

3  
2**Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

**3  
3 Alternate Purchase Order Contact Extension Number**

Section G, Item 4.

Alternate Purchase Order Contact Extension Number

**3  
4 Purchase Orders Contact Information**

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:**

- 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.

**3  
5 Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

**3  
6 Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

**3  
7 Request for Quote (RFQ) Contact - First Name**

Request for Quote (RFQ) Contact - First Name

**3  
8 Request for Quote (RFQ) Contact - Last Name**

Request for Quote (RFQ) Contact - Last Name

**3  
9 Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

**4  
0 Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

**4  
1 Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

**4  
2 Alternate Request for Quote (RFQ) Contact - First Name**

Alternate Request for Quote (RFQ) Contact - First Name

4 3	<b>Alternate Request for Quote (RFQ) Contact - Last Name</b> Alternate Request for Quote (RFQ) Contact - Last Name <input style="width: 90%;" type="text" value="No response"/>	Section G, Item 4.
4 4	<b>Alternate Request for Quote (RFQ) Contact Phone Number</b> Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) <input style="width: 90%;" type="text" value="No response"/>	
4 5	<b>Alternate Request for Quote (RFQ) Contact Extension Number</b> Alternate Request for Quote (RFQ) Contact Extension Number <input style="width: 90%;" type="text" value="No response"/>	
4 6	<b>Invoices</b> Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. <b>All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.</b>	
4 7	<b>Invoices</b> <b>Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information:</b>  (a) Service fee invoices and related communications should be provided directly to my company at:  or  (b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent: <i>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.</i> <input style="width: 90%;" type="text" value="Service fee invoices and notices direct to company"/>	
4 8	<b>Invoice Company Name</b> Invoice Company Name <input style="width: 90%;" type="text" value="Utility Service Co., Inc."/>	
4 9	<b>Invoice Company Department Name</b> Invoice Company Department Name <input style="width: 90%;" type="text" value="Accounts Payable"/>	
5 0	<b>Invoice Contact - First Name</b> Invoice Contact - First Name <input style="width: 90%;" type="text" value="Angela"/>	
5 1	<b>Invoice Contact - Last Name</b> Invoice Contact - Last Name <input style="width: 90%;" type="text" value="Bass"/>	

<b>5 2</b>	<b>Invoice Mailing Address</b> Invoice Mailing Address (P.O. Box or Street Address) <input style="width: 90%;" type="text" value="PO Box 1330"/>	Section G, Item 4.
<b>5 3</b>	<b>Invoice Mailing Address - City</b> Invoice Mailing Address - City <input style="width: 90%;" type="text" value="Perry"/>	
<b>5 4</b>	<b>Invoice Mailing Address - State</b> Invoice Mailing Address - State (Abbreviate State Name) <input style="width: 90%;" type="text" value="GA"/>	
<b>5 5</b>	<b>Invoice Mailing Address - Zip Code</b> Invoice Mailing Address (Zip Code) <input style="width: 90%;" type="text" value="31069"/>	
<b>5 6</b>	<b>Invoice Contact Phone Number</b> Invoice Contact Phone Number (xxx-xxx-xxxx) <input style="width: 90%;" type="text" value="478-987-0303"/>	
<b>5 7</b>	<b>Invoice Contact Extension Number</b> Invoice Contact Extension Number <input style="width: 90%;" type="text" value="No response"/>	
<b>5 8</b>	<b>Invoice Contact Fax Number</b> Invoice Contact Fax Number (xxx-xxx-xxxx) <input style="width: 90%;" type="text" value="478-987-0303"/>	
<b>5 9</b>	<b>Invoice Contact E-mail Address</b> Invoice Contact E-mail <input style="width: 90%;" type="text" value="ap@usgwater.com"/>	
<b>6 0</b>	<b>Invoice Contact Alternate E-mail Address</b> Invoice Contact Alternate E-mail Address <input style="width: 90%;" type="text" value="No response"/>	
<b>6 1</b>	<b>Billing Agent Company Name</b> Billing Agent Company Name <input style="width: 90%;" type="text" value="No response"/>	
<b>6 2</b>	<b>Billing Agent Department Name</b> Billing Agent Department Name <input style="width: 90%;" type="text" value="No response"/>	
<b>6 3</b>	<b>Billing Agent Contact - First Name</b> Billing Agent Contact - First Name <input style="width: 90%;" type="text" value="No response"/>	

64	<b>Billing Agent Contact - Last Name</b> Billing Agent Contact - Last Name <div>No response</div>	Section G, Item 4.
65	<b>Billing Agent Mailing Address</b> Billing Agent Mailing Address (P.O. Box or Street Address) <div>No response</div>	
66	<b>Billing Agent Mailing Address - City</b> Billing Agent Mailing Address - City <div>No response</div>	
67	<b>Billing Agent Mailing Address - State</b> Billing Agent Mailing Address - State (Abbreviate State Name) <div>No response</div>	
68	<b>Billing Agent Mailing Address - Zip Code</b> Billing Agent Mailing Address - Zip Code <div>No response</div>	
69	<b>Billing Agent Contact Phone Number</b> Billing Agent Contact Phone Number (xxx-xxx-xxxx) <div>No response</div>	
70	<b>Billing Agent Contact Extension Number</b> Billing Agent Contact Extension Number <div>No response</div>	
71	<b>Billing Agent Fax Number</b> Billing Agent Fax Number <div>No response</div>	
72	<b>Billing Agent Contact E-mail Address</b> Billing Agent Contact E-mail Address <div>No response</div>	
73	<b>Billing Agent Alternative E-mail Address</b> Billing Agent Alternative E-mail Address <div>No response</div>	
74	<b>Shipping Via</b> Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other <div>Other</div>	

7  
5**Payment Terms**

Section G, Item 4.

*Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).*

7  
6**Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

7  
7**State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

7  
8**Electronic Payments**

Are electronic payments acceptable to your company?

7  
9**Credit Card Payments**

Are credit card payments acceptable to your company?

8  
0**Texas Regional Service Designation****Texas Regional Service Designation - Refer to Form in Proposal Invitation**

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. **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.

8  
1**Company Name**

Company Name

8  
2**Texas Regional Service Designation**

Select only one of the following options. If you select "**I will NOT serve all Regions of Texas**", you must then check the individual Regions you wish to serve.

8  
3**Region 1**

Region 1 - Edinburg

☐ Region 1

84	<b>Region 2</b> Region 2 - Corpus Christi <input type="checkbox"/> <i>Region 2</i>	Section G, Item 4.
85	<b>Region 3</b> Region 3 - Victoria <input type="checkbox"/> <i>Region 3</i>	
86	<b>Region 4</b> Region 4 - Houston <input type="checkbox"/> <i>Region 4</i>	
87	<b>Region 5</b> Region 5 - Beaumont <input type="checkbox"/> <i>Region 5</i>	
88	<b>Region 6</b> Region 6 - Huntsville <input type="checkbox"/> <i>Region 6</i>	
89	<b>Region 7</b> Region 7 - Kilgore <input type="checkbox"/> <i>Region 7</i>	
90	<b>Region 8</b> Region 8 - Mount Pleasant <input type="checkbox"/> <i>Region 8</i>	
91	<b>Region 9</b> Region 9 - Wichita Falls <input type="checkbox"/> <i>Region 9</i>	
92	<b>Region 10</b> Region 10 - Richardson <input type="checkbox"/> <i>Region 10</i>	
93	<b>Region 11</b> Region 11 - Fort Worth <input type="checkbox"/> <i>Region 11</i>	
94	<b>Region 12</b> Region 12 - Waco <input type="checkbox"/> <i>Region 12</i>	
95	<b>Region 13</b> Region 13 - Austin <input type="checkbox"/> <i>Region 13</i>	

96	<div>Region 14</div> <div>Region 14 - Abilene</div> <div><input type="checkbox"/> Region 14</div>	Section G, Item 4.
97	<div>Region 15</div> <div>Region 15 - San Angelo</div> <div><input type="checkbox"/> Region 15</div>	
98	<div>Region 16</div> <div>Region 16 - Amarillo</div> <div><input type="checkbox"/> Region 16</div>	
99	<div>Region 17</div> <div>Region 17 - Lubbock</div> <div><input type="checkbox"/> Region 17</div>	
100	<div>Region 18</div> <div>Region 18 - Midland</div> <div><input type="checkbox"/> Region 18</div>	
101	<div>Region 19</div> <div>Region 19 - El Paso</div> <div><input type="checkbox"/> Region 19</div>	
102	<div>Region 20</div> <div>Region 20 - San Antonio</div> <div><input type="checkbox"/> Region 20</div>	
103	<div>State Service Designation</div> <div>State Service Designation - Refer to Form in Proposal Invitation.</div> <p>As set forth in the Proposal Invitation, it is the Cooperative’s intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. <i>(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.</i></p> <p>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. <i>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.</i></p>	
104	<div>Company Name</div> <div>Company Name</div> <div>Utility Service Co., Inc.</div>	



1  
0  
5**State Service Designation**

Section G, Item 4.

Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.

☐ I will not serve all states in the United States1  
0  
6**Alabama**

Alabama

☒ Alabama1  
0  
7**Alaska**

Alaska

☐ Alaska1  
0  
8**Arizona**

Arizona

☒ Arizona1  
0  
9**Arkansas**

Arkansas

☒ Arkansas1  
1  
0**California**

California (Public Contract Code 20118 &amp; 20652)

☒ California1  
1  
1**Colorado**

Colorado

☒ Colorado1  
1  
2**Connecticut**

Connecticut

☒ Connecticut1  
1  
3**Delaware**

Delaware

☒ Delaware1  
1  
4**District of Columbia**

District of Columbia

☒ District of Columbia1  
1  
5**Florida**

Florida

☒ Florida1  
1  
6**Georgia**

Georgia

☒ Georgia

1 1 7	<b>Hawaii</b> Hawaii <input type="checkbox"/> Hawaii	Section G, Item 4.
1 1 8	<b>Idaho</b> Idaho <input checked="" type="checkbox"/> Idaho	
1 1 9	<b>Illinois</b> Illinois <input checked="" type="checkbox"/> Illinois	
1 2 0	<b>Indiana</b> Indiana <input checked="" type="checkbox"/> Indiana	
1 2 1	<b>Iowa</b> Iowa <input checked="" type="checkbox"/> Iowa	
1 2 2	<b>Kansas</b> Kansas <input checked="" type="checkbox"/> Kansas	
1 2 3	<b>Kentucky</b> Kentucky <input checked="" type="checkbox"/> Kentucky	
1 2 4	<b>Louisiana</b> Louisiana <input checked="" type="checkbox"/> Louisiana	
1 2 5	<b>Maine</b> Maine <input checked="" type="checkbox"/> Maine	
1 2 6	<b>Maryland</b> Maryland <input checked="" type="checkbox"/> Maryland	
1 2 7	<b>Massachusetts</b> Massachusetts <input checked="" type="checkbox"/> Massachusetts	
1 2 8	<b>Michigan</b> Michigan <input checked="" type="checkbox"/> Michigan	

1 2 9	<b>Minnesota</b> Minnesota <input checked="" type="checkbox"/> Minnesota	Section G, Item 4.
1 3 0	<b>Mississippi</b> Mississippi <input checked="" type="checkbox"/> Mississippi	
1 3 1	<b>Missouri</b> Missouri <input checked="" type="checkbox"/> Missouri	
1 3 2	<b>Montana</b> Montana <input checked="" type="checkbox"/> Montana	
1 3 3	<b>Nebraska</b> Nebraska <input checked="" type="checkbox"/> Nebraska	
1 3 4	<b>Nevada</b> Nevada <input checked="" type="checkbox"/> Nevada	
1 3 5	<b>New Hampshire</b> New Hampshire <input checked="" type="checkbox"/> New Hampshire	
1 3 6	<b>New Jersey</b> New Jersey <input checked="" type="checkbox"/> New Jersey	
1 3 7	<b>New Mexico</b> New Mexico <input checked="" type="checkbox"/> New Mexico	
1 3 8	<b>New York</b> New York <input checked="" type="checkbox"/> New York	
1 3 9	<b>North Carolina</b> North Carolina <input checked="" type="checkbox"/> North Carolina	
1 4 0	<b>North Dakota</b> North Dakota <input checked="" type="checkbox"/> North Dakota	

1 4 1	<b>Ohio</b> Ohio <input checked="" type="checkbox"/> Ohio	Section G, Item 4.
1 4 2	<b>Oklahoma</b> Oklahoma <input checked="" type="checkbox"/> Oklahoma	
1 4 3	<b>Oregon</b> Oregon <input checked="" type="checkbox"/> Oregon	
1 4 4	<b>Pennsylvania</b> Pennsylvania <input checked="" type="checkbox"/> Pennsylvania	
1 4 5	<b>Rhode Island</b> Rhode Island <input checked="" type="checkbox"/> Rhode Island	
1 4 6	<b>South Carolina</b> South Carolina <input checked="" type="checkbox"/> South Carolina	
1 4 7	<b>South Dakota</b> South Dakota <input checked="" type="checkbox"/> South Dakota	
1 4 8	<b>Tennessee</b> Tennessee <input checked="" type="checkbox"/> Tennessee	
1 4 9	<b>Texas</b> Texas <input checked="" type="checkbox"/> Texas	
1 5 0	<b>Utah</b> Utah <input checked="" type="checkbox"/> Utah	
1 5 1	<b>Vermont</b> Vermont <input checked="" type="checkbox"/> Vermont	
1 5 2	<b>Virginia</b> Virginia <input checked="" type="checkbox"/> Virginia	

1 5 3	<b>Washington</b> Washington <input checked="" type="checkbox"/> Washington	Section G, Item 4.
1 5 4	<b>West Virginia</b> West Virginia <input checked="" type="checkbox"/> West Virginia	
1 5 5	<b>Wisconsin</b> Wisconsin <input checked="" type="checkbox"/> Wisconsin	
1 5 6	<b>Wyoming</b> Wyoming <input checked="" type="checkbox"/> Wyoming	

## Bid Lines

**Section I: Water Storage Tank Maintenance and Rehabilitation**

Section G, Item 4.

Discount (%) off catalog/price list for Discount (%) off catalog/pricelist for **Water Storage Tank**

**Services** - for all types of water storage tanks (steel, concrete, or similar type of structure). Service will include annual tank inspections for safety, sanitation, and structure of tank. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 0%

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

**Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

**NOTE:** Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Utility Service Co., Inc.

**Section I: Water Storage Tank Maintenance and Rehabilitation**

Section G, Item 4.

Discount (%) off catalog/price list for Discount (%) off catalog/pricelist for **Water Storage Tank****Services** - for disinfection and improving water quality of storage tank. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 0%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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**Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

**NOTE:** Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Utility Service Co., Inc.



**Section I: Water Storage Tank Maintenance and Rehabilitation**

Section G, Item 4.

Discount (%) off catalog/price list for Discount (%) off catalog/pricelist for **Water Mixers for Storage Tanks**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 0%

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**Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

**NOTE:** Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Utility Service Co., Inc.

**Section I: Water Storage Tank Maintenance and Rehabilitation**

Discount (%) off catalog/price list for Discount (%) off catalog/pricelist for **Water Filter Services Tanks (cleaning and replacement)**. **Catalog/Price list MUST be included or proposal will not be considered.**

**No Bid**

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**Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

**NOTE:** Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**Section I: Water Storage Tank Maintenance and Rehabilitation**

Discount (%) off catalog/price list for Discount (%) off catalog/pricelist for **Water Leak Detection Services**. **Catalog/Price list MUST be included or proposal will not be considered.**

**No Bid**

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**Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**Section I: Water Storage Tank Maintenance and Rehabilitation**

Discount (%) off catalog/price list for Discount (%) off catalog/pricelist for **Water Storage Tank**

**Services** - for detection of intrusion (includes all hardware and software to install system). **Catalog/Price list MUST be included or proposal will not be considered.**

**No Bid**

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**Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**Section I: Water Storage Tank Maintenance and Rehabilitation**

Section G, Item 4.

Discount (%) off catalog/price list for Discount (%) off catalog/pricelist for **Water Well Maintenance** (cleaning, preventative maintenance, and pump inspection). **Catalog/Price list MUST be included or proposal will not be considered.**

**No Bid**

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**NOTE:** Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**Section I: Water Storage Tank Maintenance and Rehabilitation**

Discount (%) off catalog/price list for Discount (%) off catalog/pricelist for **Water Valve and Hydro Services**. **Catalog/Price list MUST be included or proposal will not be considered.**

**No Bid**

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**Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**Section I: Water Storage Tank Maintenance and Rehabilitation**

Discount (%) off catalog/price list for Discount (%) off catalog/pricelist for **Water Meter Maintenance Services**. **Catalog/Price list MUST be included or proposal will not be considered.**

**No Bid**

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**Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



**Section I: Water Storage Tank Maintenance and Rehabilitation**

Section G, Item 4.

Discount (%) off catalog/price list for Discount (%) off catalog/pricelist for **All Other Water Storage Services**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 0%

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**NOTE:** Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Utility Service Co., Inc.

1  
1 **Section II: Trenchless Pipe Repair Systems and Equipment**

Section G, Item 4.

Discount (%) off catalog/price list for Discount (%) off catalog/pricelist for **Trenchless Sewer and Patch Repair Systems** (resin-based systems, elbow/flow packers, repair kits, and similar related systems). **Catalog/Price list MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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**Item Attributes**

**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1 **Section II: Trenchless Pipe Repair Systems and Equipment**

Section G, Item 4.

2 Discount (%) off catalog/price list for Discount (%) off catalog/pricelist for **Trenchless Sewer and Cleaning (Ice Pigging) Services** - for all types of water main and sewer line cleaning. **Catalog/Price list MUST be included or proposal will not be considered.**

**No Bid**

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**Item Attributes**

**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1 **Section III: Installation and Repair Service**

3 **Hourly Labor Rate for Installation/Repair Service of Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.**

Quantity: 1 UOM: Hourly Labor Rate

**No Bid**

**Response Total: \$0.00**



# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	8/7/2025	<b>Title:</b>	Employee Dental Coverage
<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 the acceptance of BlueCross BlueShield of Texas' renewal proposal for City's employee dental insurance benefits for FY 2025-2026 and authorize the City Manager to execute the necessary documents.

### Item Summary/Background/Prior Action

The renewal proposal from the current dental insurance carrier BlueCross BlueShield of Texas (BCBSTX) was 7.8% premium increase over the 2024-2025 fiscal year rates. The City will continue to receive a 1% bundling discount on the medical premium. Rates are guaranteed for one year.

#### EMPLOYEE BENEFIT

For full-time employees, the City will continue to fund 100% of the premium cost for employee-only coverage. The City's contribution toward dependent coverage will remain at 69%.

For part-time employees (0.5 FTE), the City will continue to fund 50% of the premium for employee only coverage, while providing no funding for dependent coverage.

### Financial Impact


Based on the budgeted number of employees and the proposed rate increases, the total projected cost increase for the 2025-2026 fiscal year is \$11,642 compared to the 2024-2025 budgeted rates.

### Applicable Owner/Stakeholder Policy

N/A

### Staff Recommendation/Motion

Staff recommends approval of BlueCross BlueShield of Texas' renewal proposal for City's employee dental insurance benefits for FY 2025-2026 as presented.

<div>BlueCross BlueShield of Texas</div> <div>City Of Corinth</div> <div>Prospective Premium Projection for the period of October 1, 2025 - September 30, 2026</div> <div>RATE DEVELOPMENT</div>		
Plan Name Network HCSC Primary (Enrollment) Single Single + Spouse Single + Child(ren) Family  HCSC Total  HCSC Primary Single Single + Spouse Single + Child(ren) Family	UCR Plan	
	BlueCare Dental PPO	
	71	
	24	
	29	
	54	
	178	
	Current	Renewal
	\$36.43	\$39.27
	\$73.24	\$78.95
	\$77.03	\$83.04
	\$124.97	\$134.72

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CITY OF CORINTH

Staff Report

Meeting Date:	8/7/2025	Title:	Employee Medical Coverage
Strategic Goals:	<div><input type="checkbox"/> Resident Engagement    <input checked="" type="checkbox"/> Proactive Government    <input type="checkbox"/> Organizational Development</div> <div><input type="checkbox"/> Health &amp; Safety    <input type="checkbox"/> Regional Cooperation    <input type="checkbox"/> Attracting Quality Development</div>		
Owner Support:	<div><input type="checkbox"/> Planning &amp; Zoning Commission                      <input type="checkbox"/> Economic Development Corporation</div> <div><input type="checkbox"/> Parks &amp; Recreation Board                              <input type="checkbox"/> TIRZ Board #2</div> <div><input type="checkbox"/> Finance Audit Committee                                <input type="checkbox"/> TIRZ Board #3</div> <div><input type="checkbox"/> Keep Corinth Beautiful                                   <input type="checkbox"/> Ethics Commission</div>		

**Item/Caption**

Consider and act on the acceptance of BlueCross BlueShield of Texas' renewal proposal for City’s employee medical insurance benefits for FY 2025-2026 and authorize the City Manager to execute the necessary documents.

**Item Summary/Background/Prior Action**

The renewal proposal from the current medical insurance carrier, BlueCross BlueShield of Texas (BCBSTX), initially included a 28% premium increase over the 2024-2025 fiscal year rates. Following negotiations, the increase was reduced to 18.9%. As part of the updated proposal, the deductible for the “Base” plan rise from \$3,200 to \$3,300 for individual coverage, aligning with the 2025 IRS definition for a High-Deductible Health Plan (HDHP).

Due to financial constraints, the City was unable to sustain the existing plan structure, necessitating changes to the “Base” plan that reduced the premium increase to 13.9%. These adjustments include implementing a 10% coinsurance after the deductible is met (previously 0%) and increases to the Out-of-Pocket Maximum (OOPM), with the individual OOPM rising from \$3,300 to \$4,000 and the family OOPM from \$5,400 to \$8,000. This will lead to higher OOPM costs for employees who require significant medical care. In addition to the plan adjustments, employees enrolled in the “Base” plan will see a 13.9% increase in premium contributions across all coverage levels.

No plan design changes were offered for the “Buy Up” plan; as a result, the premium increase remained at 18.9% over current rates. Because the City’s contribution is based on the “Base” plan, employees enrolled in the “Buy Up” option will see significantly higher premium contribution increases: 62.8% for employee-only coverage, 33.7% for employee plus spouse, 35.9% for employee plus child(ren), and 30.9% for employee plus family. However, employees who choose to move to the “Base” plan will see lower premiums, and the City’s annual HSA contribution will help offset the increased out-of-pocket maximums.

These rates are guaranteed until September 30, 2026.

**EMPLOYEE BENEFIT**

The City will continue to offer a dual-option health plan, consisting of a “Base” plan—a High-Deductible Health Plan (HDHP) offered alongside a Health Savings Account (HSA)—and a “Buy Up” plan, which is a Traditional PPO with

copays and deductibles. Employees enrolled in the “Buy Up” plan will still have the option to participate in a Flexible Spending Account (FSA). Both plans will maintain access to the same provider network, the Blue Choice Network.

For full-time employees, the City will continue to fund 100% of the premium cost for employee-only coverage. The City’s contribution toward dependent coverage will remain at 69%, based on the “Base” plan, regardless of which plan option the employee selects. This contribution level remains above the current benchmark for dependent subsidies, which is 66%. Additionally, the City will maintain its annual Health Savings Account (HSA) contribution of \$1,000 per employee.

For part-time employees (0.5 FTE), the City will continue to fund 50% of the Base plan premium for employee-only coverage, while providing no funding for dependent coverage. The City’s Health Savings Account (HSA) contribution will remain at \$500 per employee per year.

**Financial Impact**

Based on the budgeted number of employees and the proposed rate increases, the total projected cost increase for the 2025-2026 fiscal year is \$410,732 compared to the 2024-2025 budgeted rates.

**Applicable Owner/Stakeholder Policy**

N/A

**Staff Recommendation/Motion**

Staff recommends approval of BlueCross BlueShield of Texas' renewal proposal for City’s employee medical insurance benefits for FY 2025-2026 as presented.



BlueCross BlueShield of Texas

# City Of Corinth

Prospective Premium Projection for the period of  
October 1, 2025 - September 30, 2026

## RATE DEVELOPMENT

Plan Name	PPO \$1000		HSA	
	Blue Choice PPO		Blue Choice PPO	
	In	Out	In	Out
Network				
Coinsurance	80%	60%	90%	60%
Deductible Ind/Fam	\$1,000/\$2,000	\$3,000/\$6,000	\$3,300/\$5,400	\$5,400/\$10,800
Out of Pocket Ind/Fam	\$3,000/\$6,000	\$6,000/\$12,000	\$4,000/\$8,000	\$5,400/\$10,800
Office Visit Copay/ Specialist Copay	\$25/\$50	\$0/\$0	\$0/\$0	\$0/\$0
Hospital Inpatient	80%	60%	90%	60%
Hospital Outpatient	80%	60%	90%	60%
Emergency Room	80%/\$200	60%/\$200	100%/\$0	100%/\$0
Lab	100%	60%	90%	60%
X-Ray	100%	60%	90%	60%
Complex Imaging	80%	60%	90%	60%
Rx Deductible			Integrated w/Medical	
Rx Out-of-Pocket Maximum	Integrated w/Medical		Integrated w/Medical	
Rx Copay / Coinsurance (Tier 1/2/3/4/5/6)	\$10/ \$10/ \$35/ \$70/ \$100/ \$150		10%/ 10%/ 10%	
Rx Copay / Coinsurance Mail Order (Tier 1/2/3/4/5/6)	\$30/ \$30/ \$105/ \$210/ \$300/ \$450		10%/ 10%/ 10%	
Rx Formulary (Drug List)				
<b>HCSC Primary (Enrollment)</b>				
Single	12		62	
Single + Spouse	2		13	
Single + Child(ren)	5		32	
Family	3		39	
<b>Medicare Primary (Enrollment)</b>				
Single	0		0	
Family	0		0	
HCSC & Medicare Total	22		146	
	<b>Current</b>	<b>Renewal</b>	<b>Current</b>	<b>Renewal</b>
<b>HCSC Primary</b>				
Single	\$908.02	\$1,079.21	\$815.27	\$928.22
Single + Spouse	\$1,974.42	\$2,346.65	\$1,772.72	\$2,018.30
Single + Child(ren)	\$1,641.10	\$1,950.49	\$1,473.45	\$1,677.60
Family	\$2,900.00	\$3,446.72	\$2,603.75	\$2,964.50

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CITY OF CORINTH

Staff Report

Meeting Date:	8/7/2025	Title:	Amendment   Police Dispatch
Strategic Goals:	<div><input type="checkbox"/> Resident Engagement   <input checked="" type="checkbox"/> Proactive Government   <input type="checkbox"/> Organizational Development</div> <div><input type="checkbox"/> Health &amp; Safety   <input type="checkbox"/> Regional Cooperation   <input type="checkbox"/> Attracting Quality Development</div>		
Owner Support:	<div><input type="checkbox"/> Planning &amp; Zoning Commission   <input type="checkbox"/> Economic Development Corporation</div> <div><input type="checkbox"/> Parks &amp; Recreation Board   <input type="checkbox"/> TIRZ Board #2</div> <div><input type="checkbox"/> Finance Audit Committee   <input type="checkbox"/> TIRZ Board #3</div> <div><input type="checkbox"/> Keep Corinth Beautiful   <input type="checkbox"/> Ethics Commission</div>		

**Item/Caption**

Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2024-2025 budget and annual program of services to carry forward unspent funds from the previous fiscal year for Denton County Dispatch; and providing an effective date.

**Item Summary/Background/Prior Action**

The Denton County Dispatch Contract of \$116,477 was included in the adopted budget for Fiscal Year 2023–2024. However, due to an administrative oversight, the payment to Denton County was not processed during the fiscal year. We were recently made aware of this oversight. As a result, this budget amendment carries forward the unspent funds from FY 2023–2024 to ensure the required payment is made in the current fiscal year.

**Financial Impact**

The Annual Program of Services was adopted on September 19, 2024, Ordinance 24-09-19-39 by the City Council.

The budget amendment proposes the use of unallocated fund balances. The fund balance is projected to be \$7,695,362 at the end of the fiscal year.

**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 2024-2025 Annual Program of services for carry forward of funds for Denton County Dispatch.

**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 25-08-07-XX**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS APPROVING AN AMENDMENT TO ORDINANCE NO. 24-09-19-39 REGARDING THE FISCAL YEAR 2024-2025 CITY OF CORINTH BUDGET AND ANNUAL PROGRAM OF SERVICES TO PROVIDE FOR THE CARRY FORWARD OF UNSPENT FUNDS FROM THE PREVIOUS FISCAL YEAR FOR DENTON COUNTY DISPATCH; 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, 2024, and ending September 30, 2025 by Ordinance No. 24-09-19-38; and

**WHEREAS**, the current adopted budget for fiscal year 2024-2025 does not have adequate funding to pay \$116,477 for the Denton County Dispatch Interlocal Agreement; and

**WHEREAS**, the City Council deems it appropriate and necessary to amend the budget to reflect expenditures from the General Fund of \$116,477 for the Denton County Dispatch Interlocal Agreement ; 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. 24-09-19-39 the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, shall be amended as follows:

**One Hundred Thousand Sixteen Dollars and Four Hundred Seventy-Seven (\$116,477)** shall be appropriated into the Expenditures Line Items for the General Fund Police budget.

The City of Corinth Budget and Annual Program of Services is hereby amended to increase the General Fund Police Budget for \$116,477 for the Denton County Dispatch Interlocal Agreement. 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. 24-09-19-39.

### **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 7<sup>TH</sup> DAY OF AUGUST, 2025.**

SEAL

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

ATTEST:

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

APPROVED AS TO FORM:

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



# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	8/7/2025	<b>Title:</b>	Purchase Approval   North Corinth Demos
<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>	<div> <input type="checkbox"/> Planning &amp; Zoning Commission   <input checked="" type="checkbox"/> Economic Development Corporation  <input type="checkbox"/> Parks &amp; 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           </div> <p>Click to enter recommendation/decision of supporting group.</p>		

### Item/Caption

Consider and act on an expenditure of the Corinth Economic Development Corporation not to exceed \$125,000.00 for the demolition and clearing of structures at 1212 and 1218 North Corinth Street and authorize the City Manager to execute all necessary documents.

### Item Summary/Background/Prior Action

The FY25 Economic Development Fund budget includes \$70,000 for the demolition and clearing of structures at 1212 North Corinth Street, which was acquired by the CEDC in early 2024. The CEDC has since acquired the adjacent property at 1218 North Corinth Street, which also has structures that need be demolished and cleared, following the commencement of FY25. Both properties are components to a Chapter 380 Agreement that requires this work to be completed within the next calendar year.

The initial funds budgeted to demolish 1212 North Corinth Street were thought to be sufficient to also cover the cost of demolishing 1218 North Corinth Street. However, further assessment of the structures revealed the presence of asbestos that require additional mitigation and protection precautions as part of the demolition process. This has increased the respective demolition costs for both properties beyond the originally budgeted amount.

The Corinth Economic Development Corporation has scheduled a public hearing to declare the demolitions an economic development project, pursuant to Texas Local Government Code Chapters 501 (“Development Corporations”) and 505 (“Type B Corporations”) at their meeting on Monday, August 4<sup>th</sup>. Pursuant to the outcome of the public hearing, the expenditure requires additional approval from the Corinth City Council as the total estimated project cost of \$123,621.75 exceeds the \$100,000.00 administrative purchasing threshold.

### Financial Impact

None. Additional funds to cover the increase in the project cost are available in the Economic Development Fund account where the initial \$70,000.00 was originally budgeted.

### Applicable Policy/Ordinance

City of Corinth Purchasing Policy - Section II.C (“Limitations”)

**Staff Recommendation/Motion**

Staff recommends approval of the expenditure as presented and to authorize the City Manager to execute all necessary documents.



# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	8/7/2025	<b>Title:</b>	Ordinance   Calling Election for the Fire Control, Prevention, and Emergency Medical Services District
<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 take appropriate action on Ordinance No. 25-08-07-35 calling and ordering a referendum election to continue the City of Corinth Fire Control, Prevention, and Emergency Medical Services District and the associated sales and use tax for a period of ten years; approving a Joint Election Order; and providing an effective date.

### Item Summary/Background/Prior Action

Staff provided the following information during the Workshop Session held on July 17, 2025. The Council directed Staff to move forward, calling the election and for a timeframe of 10 years.

During a Special Election held in November 2020, voters in the City of Corinth approved the creation of the Fire Control, Prevention, and Emergency Medical Services District, along with the adoption of a one-fourth of one percent (0.25%) sales and use tax dedicated to the District. The tax was authorized for an initial term of five (5) years, in accordance with Texas Local Government Code § 344.102. Revenue generated by this tax is dedicated solely to funding programs and operations related to fire protection, fire prevention, and emergency medical services within the City of Corinth.

Pursuant to Texas Local Government Code § 344.105, the governing body may reauthorize the sales and use tax for a period not to exceed twenty (20) years, provided the reauthorization occurs prior to the expiration of the existing term.

Furthermore, under § 344.251(g), any continuation referendum must specify the number of years — 5, 10, 15, or 20 — for which the district and the tax will continue

To ensure reauthorization before the current five-year term expires, a continuation proposition must be placed on the ballot for the November 2025 uniform election, indicating the chosen renewal period and seeking voter approval to continue the district and associated 0.25% sales and use tax accordingly.

The allocation of sales tax to the Fire District was effective on April 1, 2021, and will expire on March 31, 2026.

**Financial Impact**

The potential revenue loss is \$574,000 based on the fiscal year 2024-2025 Budget.

**Applicable Policy/Ordinance**

Ordinance No. 20-11-17-37

**Staff Recommendation/Motion**

Staff recommends approval of the Ordinance calling a Joint Special Election for continuation of the Fire Control, Prevention, and Emergency Medical Services District Sales Tax.

**CITY OF CORINTH, TEXAS  
JOINT ELECTION ORDER  
BOARD ORDER NO. 25-01  
CORINTH CITY COUNCIL ORDINANCE NO. 25-08-07-35**

**A JOINT ELECTION ORDER OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, (“CITY”), AND OF THE BOARD OF DIRECTORS OF THE CITY OF CORINTH FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, (“BOARD”), ORDERING A SPECIAL ELECTION TO BE HELD WITH DENTON COUNTY, TEXAS, (“COUNTY”), ON NOVEMBER 4, 2025, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS A BALLOT PROPOSITION FOR THE CONTINUATION OF THE CITY OF CORINTH FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, (“DISTRICT”) FOR A PERIOD OF TEN (10) YEARS, AND CONTINUATION OF A SALES AND USE TAX FOR THE DISTRICT AT A RATE OF ONE-FOURTH OF ONE PERCENT FOR A PERIOD OF TEN (10) YEARS; PROVIDING FOR AN INCORPORATION OF PREMISES; PROVIDING FOR THE DATE OF ELECTION AND PURPOSE OF ELECTION; PROVIDING AN ELECTION NOTICE; PROVIDING FOR THE ADMINISTRATION OF A JOINT ELECTION AND APPROVAL OF A JOINT CONTRACT FOR ELECTION SERVICES WITH COUNTY (EXHIBIT “A”); PROVIDING FOR EARLY VOTING; PROVIDING THE METHOD OF VOTING; PROVIDING GOVERNING LAW AND QUALIFIED VOTERS; REQUIRING POSTING OF NOTICE; PROVIDING FOR CANVASSING OF RETURNS AND NECESSARY ACTIONS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth, Texas, (the "City") is a home rule city 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 Fire Control, Prevention, and Emergency Medical Services District Act as set forth in Chapter 344 of the Texas Local Government Code, as amended, (the “Act”), authorizes the creation of a fire control, prevention and emergency medical services district and an associated tax upon approval by a majority of the qualified voters of the district voting at an election; and

**WHEREAS**, by referendum election held on November 3, 2020, the City of Corinth Fire Control, Prevention, and Emergency Medical Services District was created for a period of five (5) years with a sales and use tax adopted at a rate of one-fourth of one percent (the “District”); and

**WHEREAS**, the District will be dissolved on March 31, 2026, unless the Board Directors of the District (the “Board”) holds a referendum election on the question of whether the District should continue; and



**WHEREAS**, the Act authorizes the Board to call a referendum for the continuation of the District and a continuation of the sales and use tax for District for a period of five, ten, fifteen, or twenty years; and

**WHEREAS**, the Board took action at its meeting on August 7, 2025, to approve this Joint Election Order calling a continuation referendum election to be held on November 4, 2025 for the continuation of the District and continuation of the sales and use tax for the District for a period of ten (10) years; and,

**WHEREAS**, the Corinth City Council determined it beneficial to public health, safety and welfare to continue the District and its associated sales tax beyond March 31, 2026; therefore, the Council has determined it necessary to adopt this Ordinance approving the Joint Election Order to hold a continuation referendum election on November 4, 2025 as set forth herein; and

**WHEREAS**, the City is entering into an Interlocal Agreement for Election Services with Denton County to assist in the election administration meeting the requirements of the Election Code, a copy of which agreement shall be incorporated into this Ordinance as Exhibit “A” upon approval and execution by Denton County and the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AND THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF THE CITY OF CORINTH FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT:**

**Section 1. Incorporation of Premises.** The above premises are true and correct and are hereby incorporated into the body of this Ordinance as if fully set forth herein.

**Section 2. Special Election Called; Location, Date, and Time of Election Day Voting.** That a Special Election held as a continuation referendum for the City of Corinth Fire Control, Prevention, and Emergency Medical Services District, as prescribed by Chapter 344 of the Texas Local Government Code and Chapter 321 of the Texas Tax Code, (the “District”), shall be held at the Corinth City Hall, 3300 Corinth Parkway, Corinth, Texas 76208, **on November 4, 2025** (“Election Day”) and Election Day voting shall be **between the hours of 7:00 a.m. and 7:00 p.m..**

**Section 3. Purpose; Proposition.** The purpose of this Special Election is to consider a ballot proposition for the continuation of the District for a ten (10) year period and the continuation of the District’s current sales and use tax, at the rate of one-fourth of one percent, dedicated to fire safety and emergency medical services programs, for a period of ten (10) years.

**Section 4. Contents, Publication, and Posting of Election Notice.** Pursuant to Section 4.003 of the Texas Election Code, the City Council of Corinth hereby orders the City Secretary to publish notice of this Special Election in a newspaper of general circulation in the City with such notice meeting all requirements of State law and Charter no earlier than the 30th day or later than the 10th day before election day. In addition to complying with all the requirements of state law, including

without limitation, the Texas Election Code and the Texas Local Government Code, the notice shall be provided by posting a notice containing a substantial copy of this Ordinance in both English and Spanish at Corinth City Hall on the bulletin board used for posting notices of the meetings of the City Council no later than the 30th day or later than the 10th day before election day.

**Section 5.   Ballot Language.** Voting on the date of the Election, and early voting therefor, shall be by the use of a lawfully approved voting system. The preparation of the voting equipment to be used in connection with such voting system and the official ballots for the Election shall conform to the Texas Election Code, as amended, so as to permit the electors to vote "For" or "Against" the Propositions. Such ballots shall have printed therein such provisions, markings, and language as may be required by law, and the following proposition shall be set forth on such ballots in substantially the following form and language:

**FOR**                   \_\_\_\_\_

**AGAINST**           \_\_\_\_\_

“Whether the City of Corinth Fire Control, Prevention, and Emergency Medical Services District should be continued for ten (10) years and whether the fire control, prevention, and emergency medical services district sales and use tax should be continued for ten (10) years.”

**Section 6.   Denton County to Conduct Election; Approval of Election Contract.** The Election shall be conducted in accordance with the Election Code under the jurisdiction of the Denton County Elections Administrator (the “Election Administrator”), pursuant to an **Election Services Contract** between the City and County, and other participating entities, if any, as described therein, (the “Contract”), a copy of which Contract shall be incorporated herein as **Exhibit “A”** upon its final approval and execution by the City.

The Mayor, the City Manager or designee, is authorized to amend or supplement any and all contracts for the administration of the Election, including without limitation the Election Services Contract, to the extent required for the Election to be conducted in an efficient and legal manner as determined by the Election Administrator and in accordance with the Election Code. In the event that no election is necessary, the City Secretary shall notify the County and shall present the City Council a Resolution or Ordinance cancelling election.

**Section 7.   Main Early Voting Date, Location, and Hours.** The Election Administrator, Frank Phillips, shall serve as the Early Voting Clerk. Deputy early voting judges/clerks will be appointed as needed to process early voting mail and to conduct early voting. Further, the Elections Administrator and/or the Early Voting Clerk are hereby authorized to appoint the members of the Early Voting Ballot Board and the presiding judge and alternate judge in accordance with the requirements of the Election Code.

The main early voting place is located at Denton County Elections Administration, 701 Kimberly Drive, Suite A111, Denton, Texas 76208 and voting shall occur as provided herein. Early Voting hours are:

Monday, October 20, 2025 through Saturday, October\_25, 2025 from 8:00 A.M. and 5:00 P.M.

Sunday, October 26, 2025 from 11 A.M. to 5 P.M.

Monday, October 27, 2025, through Friday, October 31, 2025 from 7:00 A.M. to 7:00 P.M.

Early Voting at Corinth City Hall, 3300 Corinth Parkway, Corinth, Texas 76208 shall occur on the same dates and times listed above. Early voting shall be conducted by the Early Voting Clerk, at the main early voting polling location listed above.

Early voting by mail shall be conducted in conformance with the requirements of the Election Code. Ballot applications, and ballots voted by mail, shall be sent to one of the following: Early Voting Clerk, Election Administration, Denton County, P.O. Box 1720, Denton, TX 76202, Fax 940-498-3201, or email to elections@dentoncounty.gov. The voting precincts for the Election shall be designated by their respective county precinct numbers.

Early voting by personal appearance shall be conducted at the times on the dates and at the locations designated herein and on **Exhibit “A”** hereto in accordance with this section. Early voting location and times may be changed, or additional early voting locations may be added by the Denton County Elections Administrator without further action of the City Council or amendment to this Ordinance, as is necessary for the proper conduct of the Election.

**Section 8. Election Administrator; Early Voting Clerk.** The Election Administrator, Frank Phillips, shall serve as the Early Voting Clerk. Deputy early voting judges/clerks will be appointed as needed to process early voting mail and to conduct early voting. Further, the Elections Administrator and/or the Early Voting Clerk are hereby authorized to appoint the members of the Early Voting Ballot Board and the presiding judge and alternate judge in accordance with the requirements of the Election Code.

**Section 9. Method of Voting.** The Election Administrator is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct the election. Voting at the Election shall be by use of electronic system ballots or such other method as determined appropriate by Election Administrator. Preparation of the official ballots for the Election shall conform to the requirements of the Texas Election Code, and in so doing shall permit the voter to vote for or against the Proposition.

**Section 10. Governing Law; Qualified Voters.** The Election shall be held in accordance with the Constitution of the State of Texas and the Election Code, and all resident qualified voters of the City shall be eligible to vote at the election.

**Section 11. Publication and Posting of Notice of Election.** Notice of the election shall be given as required by the Election Code, the Local Government Code, and the Charter of the City of Corinth.

**Section 12. Necessary Actions.** The Mayor and City Secretary in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Election Code, and the City Charter in carrying out and conducting the election, whether or not expressly authorized herein.

**Section 13. Canvass of Election.** Pursuant to Section 67.002 of the Election Code, the City Council will canvass the Special Election. Notice of the time and place for canvass shall be posted on the official bulletin board of the City in the same manner as required by the Open Meetings Act for City Council meetings in accordance with Chapter 551 of the Local Government Code.

**Section 14. Cumulative Repealer Clause.** This Ordinance shall be cumulative of all provisions of Ordinances of the City of Corinth, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**Section 15. Severability.** If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**Section 16. Effective Date.** This Ordinance shall be effective upon its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, ON THE \_\_ DAY OF \_\_\_\_\_, 2025, AND BY THE BOARD OF DIRECTORS OF THE CITY OF CORINTH FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT ON THIS THE \_\_ DAY OF \_\_\_\_\_, 2025.**

CITY OF CORINTH

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

BOARD OF DIRECTORS OF THE CITY OF  
CORINTH FIRE CONTROL, PREVENTION,  
AND EMERGENCY MEDICAL SERVICES  
DISTRICT

\_\_\_\_\_  
Bill Heidemann, President

ATTEST:

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

APPROVED AS TO FORM:

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

**Exhibit “A”**  
**Election Services Contract**