

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



## CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, January 15, 2026 at 5:15 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://www.corinthtx.gov/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 report and hold a discussion on the proposed changes to the City's Solicitor Ordinance.
- [2.](#) Hold a discussion regarding the public hearing notification process.
- [3.](#) Hold a discussion regarding the future format of workshop items.
4. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.

**D. ADJOURN WORKSHOP**

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

**F. PROCLAMATIONS AND PRESENTATIONS**

- [1.](#) Proclamation declaring the City of Corinth's participation in the Greatest American Cleanup.

**G. CITIZENS COMMENTS**

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

**H. CONSENT AGENDA**

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

- [2.](#) Consider and act on minutes from the December 4, 2025, City Council Meeting.
- [3.](#) Consider and act on approval of calendar year 2026 and 2027 Co-Sponsorship agreement between the City of Corinth and the Lake Cities Girls Softball Association for youth softball and authorize the City Manager to execute the necessary documents.
- [4.](#) Consider and act on approval of calendar year 2026 and 2027 Co-Sponsorship agreement between the City of Corinth and the Lake Cities Soccer Association for youth soccer and authorize the City Manager to execute the necessary documents.



5. Consider and act on an annual contract with automatic renewal for four additional years with Ferguson Waterworks, LLC for domestic water meter backflow devices in the amount of \$45,495 per year and authorize the City Manager to execute the necessary documents.
6. Consider and act on the contract with Patterson Equipment Company to purchase a sewer camera system in the amount of \$178,997 and authorize the City Manager to execute the necessary documents.
7. Consider and act on the approval of a contract with Birkhoff, Hendricks & Carter LLP for engineering services related to 3A Lift Station in the amount not to exceed \$119,000 and authorize the City Manager to execute the necessary documents.
8. Consider and act on a contract with Birkhoff, Hendricks & Carter LLP for engineering services related to upsizing the N. Corinth St sewer line near Katy Trail in the amount of \$144,700 and authorize the City Manager to execute the necessary documents.
9. Consider and act on a Resolution of intent to submit a grant for state funding to purchase a 3D mapping system.
10. Consider and act on a Resolution of intent to submit a grant for state funding to purchase bullet-resistant components for law enforcement vehicles.

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

11. Consider and act on an Ordinance granting to Atmos Energy Corporation, a Texas and Virginia Corporation, it's successors and assigns, a franchise to construct, maintain, and operate pipelines and equipment in the City of Corinth, Denton County, Texas, for the transportation, delivery, sale and distribution of gas in, out of and through said City for all purposes; providing for the payment of a fee or charge for the use of the public Rights-of Ways; and providing that such fee shall be in lieu of other fees and charges, excepting Ad Valorem taxes; and repealing all previous Gas Franchise Ordinances; providing a term of agreement; providing for repeal; providing for severability; and providing an effective date.
12. Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2025-2026 budget and annual program of services to allocate funds necessary to provide a building permit rebate pursuant to a Chapter 380 Economic Development Agreement; and providing an effective date.
13. Consider and act on a Resolution nominating an individual to serve on the Denton Central Appraisal District Board of Directors.
14. Consider and act on an Ordinance of the City of Corinth approving an amendment to the construction time hours listed under Section 94.36 - Noise Nuisances of the Code of Ordinances.

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

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

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

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

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

- a. Animal Ordinance - Ordinance No. 24-04-18-20
- b. Lynchburg Creek
- c. Special Use Permit Process

**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 Evaluation/Oversight

**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. Canyon Lake Ranch
- b. Kairos

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

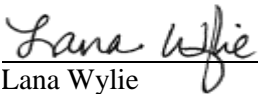
**M. ADJOURN**

\*\*The City Council reserves the right to recess into closed session at any time during the course of this meeting to discuss any of the matters posted on this agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Section 551.071, "Consultation with Attorney" for the purpose of receiving legal advice.

Taxpayer Impact Statement			
Property Tax Due on Median Valued Homestead			
2024 Rate vs 2025 Proposed Rate vs 2025 No New Revenue Rate			
	Rate per \$100 of Value	Median-Valued Homestead Property	Tax Due
2024 Adopted Rate	0.514000	\$415,573	\$2,136
2025 Proposed Rate	0.560890		\$2,331
2025 No New Revenue Rate	0.631019		\$2,622

N.

Posted on this 9th day of January 2026, at 11:00 A.M., on the bulletin board at Corinth City Hall.

  
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Lana Wylie  
City Secretary  
City of Corinth, Texas



## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	1/15/2026	<b>Title:</b>	Solicitor Ordinance Discussion
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

#### Item/Caption

Receive a report and hold a discussion on the proposed changes to the City's Solicitor Ordinance.

#### Item Summary/Background/Prior Action

This item is submitted to the City Council for a work session discussion regarding the proposed "new" to the City's Solicitor Ordinance. The current ordinance, Chapter 111, "Itinerant Merchants" of Title XI, "Business Regulations" of the Code of Ordinances of the City of Corinth, was adopted in 2005. The purpose of this discussion is to review the recommended updates to definitions, restrictions, and enforcement provisions while soliciting feedback from the Council prior to undertaking any formal actions. This submission is intended for discussion and feedback only.

The City's Solicitor Ordinance was originally enacted to regulate door-to-door solicitation activities and to protect residents from fraud, nuisance, and safety concerns. As solicitation practices have evolved and enforcement challenges have arisen, there is a recognized need to assess and update the ordinance.

City staff, alongside the Legal team, have undertaken an evaluation of the current ordinance and identified areas that require clarification, modernization, and the introduction of additional enforcement tools to enhance efficacy and ensure consistency with contemporary operational needs. The proposed revisions are intended to strengthen the City's capacity to manage solicitation activities while maintaining a balance between constitutional considerations and practical enforcement realities.

#### Financial Impact

There are no changes recommended at this time to related fees. Solicitor Ordinance fees will be reviewed as part of the FY 26 – 27 Fiscal Budget.

#### Applicable Policy/Ordinance

Chapter 111, entitled "Solicitation" of Title XI "Business Regulations" of the Code of Ordinances

#### Staff Recommendation/Motion

Staff will return to Council at a later date with a formal recommendation as directed.



# Chapter 111 – Solicitation Ordinance

Council Work Session Review

# Chapter 111 – Solicitation

- ▶ The City ordinance regulates solicitation, peddling, and itinerant merchants.
- ▶ The current ordinance was previously updated on April 4, 2005.
- ▶ The update complies with current statutes and clearly outlines permitting steps, sets conduct standards.
- ▶ The update defines enforcement authority, ensuring all stakeholders understand the impact and benefits of these changes.

# New Definitions

- ▶ Itinerant Merchant/Hawker – Temporary business on private property under 45 days
- ▶ Peddler – Any person who attempts to contact a resident at their residence without invitation to sell goods/services at residences.
- ▶ Solicitor – Any person who attempts to contact a resident at their residence without invitation for donations or distributes a handbill or flyer to advertise commercial events or services for sale.
- ▶ Sign – A sign or placard posed by the owner of a property prohibiting solicitors

# Permit Requirements

- ▶ The permit application must be submitted and approved.
- ▶ A background check is required for submitting the permit application, and for each person who will be soliciting under the permit.
- ▶ Fees for the permit application and each person soliciting

# Notice of No Solicitation

- ▶ Property owners determine whether solicitation is allowed
- ▶ Approved signage serves as legal notice





# Some Key Prohibitions

- ▶ Soliciting persons in vehicles is prohibited.
- ▶ Soliciting on streets and medians is prohibited.
- ▶ Soliciting without a permit is prohibited.
- ▶ Soliciting without an ID properly displayed is prohibited.
- ▶ Soliciting when proper notice is given is prohibited.
- ▶ Soliciting before 9 am or after 7 pm (or sunset) is prohibited.
- ▶ Soliciting on Sundays and Holidays is prohibited.

# Exemptions

- ▶ Utilities companies
- ▶ State licensed professionals (i.e. realtors, insurance)
- ▶ Political groups or organizations subject to financial disclosure by state or federal law
- ▶ Food vendors at City events
- ▶ Minors selling small items with consent (i.e. Lemonade stands)
- ▶ <https://youtu.be/eiwF5JTfJYo>



# Enforcement & Appeals

- ▶ Violations can result in a fine of up to \$500.
- ▶ Permits may be denied or revoked for cause by the Chief of Police.
- ▶ An appeal of a denied or revoked permit can be submitted to the Office of the City Manager.



# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	1/15/2026	<b>Title:</b>	Public Hearing Notifications
<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

Hold a discussion regarding the public hearing notification process.

### Item Summary/Background/Prior Action

Council Member Rayl requested this item be placed on the agenda for discussion. A discussion was held at a prior City Council meeting regarding notification for public hearings and outreach to inform the public of public hearings and other agenda items. Staff will provide information for discussion about current notifications and outreach and potential additional options.

### Financial Impact

### Applicable Policy/Ordinance

### Staff Recommendation/Motion



# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	1/15/2026	<b>Title:</b>	Workshop Meeting Discussion
<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>		

### Item/Caption

Hold a discussion regarding the future format of workshop items.

### Item Summary/Background/Prior Action

Council Member Rayl requested this item be placed on the agenda for discussion.

### Financial Impact

### Applicable Policy/Ordinance

### Staff Recommendation/Motion



CITY OF CORINTH  
Staff Report

Meeting Date:	1/15/2026	Title:	Greatest American Cleanup
Strategic Goals:	<input checked="" type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development  <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<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**

Proclamation declaring the City of Corinth’s participation in the Greatest American Cleanup.

**Item Summary/Background/Prior Action**

The Greatest American Cleanup is Keep America Beautiful’s vision for making America look its best for the nation’s 250th birthday on July 4, 2026. Commemorating the 250th anniversary of the Declaration of Independence, this milestone is a unique opportunity to celebrate America’s legacy and natural beauty.

The initiative aims to remove 25 billion pieces of litter and beautify 25,000 communities nationwide by this historic date. As part of the event, we will encourage residents to pick up 250 pieces of litter. The Greatest American Cleanup is a litter cleanup, but also includes planting trees and flowers, restoring nature trails and recreation areas, recycling various materials, and beautifying public spaces.

The Greatest American Cleanup event will take place April 25, 2026.



## Declaration of Action for the Greatest American Cleanup™

**Whereas**, the people of City of Corinth are dedicated to enhancing the beauty and cleanliness of our community; and

**Whereas**, we recognize the importance of preserving our environment and fostering civic pride among our citizens; and

**Whereas**, we acknowledge the transformative power of clean and green spaces to support and promote the wellbeing of all people; and

**Whereas**, America's 250th Anniversary on July 4, 2026, presents a historic opportunity for us to showcase our commitment to sustainability and community beautification;

We, the City of Corinth, do hereby proclaim our support for and participation in the Declaration of Action for the Greatest American Cleanup.

As such, we commit to do the following on an annual basis:

- Organize **THREE** new community cleanups to inspire our citizens of all ages to work together to remove litter from our streets, parks, waterways, and public spaces;
- Host **TWO** reduce, reuse, recycle or beautification events each year, enhancing our community's appeal through reduced waste, public art, planting trees, flowers, and creating, improving or maintaining green spaces;
- Hold **ONE** event to celebrate our progress and achievements to help America look her best for her 250th Anniversary celebration.

By declaring our support for the Greatest American Cleanup with Keep America Beautiful®, we intend to make City of Corinth a shining example of environmental stewardship and community engagement as we work together to make our community cleaner, greener, and more beautiful for generations to come.

Signed and sealed on this day, 01/15/2026,

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*Signature*

*Date*

Bill Heidemann

Mayor



CITY OF CORINTH

Staff Report

Meeting Date:	1/15/2026	Title:	Minutes   Approval of Meeting Minutes
Strategic Goals:	<div><input type="checkbox"/> Resident Engagement</div> <div><input checked="" type="checkbox"/> Proactive Government</div> <div><input type="checkbox"/> Organizational Development</div> <div><input type="checkbox"/> Health &amp; Safety</div> <div><input type="checkbox"/> Regional Cooperation</div> <div><input type="checkbox"/> Attracting Quality Development</div>		
Owner Support:	<div><input type="checkbox"/> Planning &amp; Zoning Commission</div> <div><input type="checkbox"/> Parks &amp; Recreation Board</div> <div><input type="checkbox"/> Finance Audit Committee</div> <div><input type="checkbox"/> Keep Corinth Beautiful</div> <div><input type="checkbox"/> Economic Development Corporation</div> <div><input type="checkbox"/> TIRZ Board #2</div> <div><input type="checkbox"/> TIRZ Board #3</div> <div><input type="checkbox"/> Ethics Commission</div>		

**Item/Caption**

Consider and act on minutes from the December 4, 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, December 04, 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-119>

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

On this, the 4th day of December 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:

Bill Heidemann, Mayor - Not Present  
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  
Wendell Mitchell, Police Chief  
Lee Ann Bunselmeyer, Director of Finance, Communications & Strategic Services  
Glenn Barker, Director of Public Works  
Caroline Seward, Director of Parks & Recreation  
Melissa Dailey, Director of Community & Economic Development  
Presley Sequeria, Technology Systems Project Manager  
Derek Dunnam, Network Administrator  
Lance Stacy, City Marshal

#### CALL TO ORDER

Mayor Pro Tem Burke called the Workshop Session to order at 5:45 P.M.

#### WORKSHOP AGENDA

1. Hold a discussion regarding the future format of workshop items.

This item was not discussed and will be moved to a future meeting.

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

No items for the Regular Meeting Agenda were discussed.

#### ADJOURN WORKSHOP



Mayor Pro Tem Burke adjourned the Workshop Session at 5:47 P.M.

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

Mayor Pro Tem Burke called the Regular Meeting to order at 5:47 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 citizens spoke during Citizen Comments.

## **PROCLAMATIONS AND PRESENTATIONS**

1. Receive a presentation from Community Waste Disposal on the Annual Review of disposal services.

Robert Medigovich, Municipal Coordinator, with Community Waste Disposal presented the Annual Report.

## **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.

2. Consider and act on minutes from the November 17, 2025, City Council Meeting.
3. Consider and act on minutes from the November 20, 2025, City Council Meeting.
4. Consider and act on an annual contract with automatic renewals for four years with Atlas Utility Supply Co., for domestic water meters and associated meter equipment in the amount of \$208,546 per year and authorize the city manager to complete the necessary documents.
5. Consider and act on sanitary sewer easements associated with the Canyon Ranch Development, and authorize the City Manager to execute the necessary documents.
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 rezone approximately ±9.2 acres from SF-2 Single Family Residential to a Planned Development (PD-79) with a base zoning district of MX-C for a mixed-use development, with the subject property being generally located at 2200 FM 2181. (Case No. ZAPD25-0009 Bosco Planned Development)

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

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

## **BUSINESS AGENDA**

7. Consider and act on an Ordinance amending Section 52.07, Garbage Collection Fees, of the Corinth Code of Ordinances relating to charges for certain refuse and recycling services; providing that this ordinance shall be cumulative of all ordinances of the City of Corinth; providing a savings clause; and providing an effective date.

Motion made by Council Member Henderson: I move to approve as presented. Seconded by Council Member Pickens.

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

8. Consider and act on a contract with Child's Play Inc., for the purchase and installation of the Eagle Pass Playscape using BuyBoard Contract #781-25 in the amount of \$113,044 and authorize the City Manager to execute the required documentation.

Motion made by Council Member Pickens: I move to approve the contract for the replacement of the Eagle Pass Playscape using BuyBoard Contract #781-25 in the amount of \$113,044 and authorize the City Manager to execute the required documentation. Seconded by Council Member Garber.

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

9. Consider and act on a Resolution casting a vote for a member of the Denton Central Appraisal District, Board of Directors beginning January 1, 2026.

Motion made by Council Member Rayl: I move to approve Resolution No. 25-12-04-12 appointing Jordan Villareal to the DCAD Board of Directors. Seconded by Council Member Garber.

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

Mayor Pro Tem Burke recessed the Regular Meeting at 6:04 P.M.

Mayor Pro Tem Burke reconvened into the Regular Meeting at 6:30 P.M.

## PUBLIC HEARING

10. Conduct a Public Hearing to consider testimony and act on an ordinance amending the Zoning Ordinance of the City of Corinth, being a part of the Unified Development Code, to amend the regulations of Planned Development 26 (PD-26) to allow for a maximum flagpole height of 100 feet on approximately ±8.3 acres, with the subject properties being generally located at 5920 I-35E.

Mayor Pro Tem Burke opened the Public Hearing at 6:31 P.M. and closed it at 6:31 P.M.

No comments were made.

Motion made by Council Member Henderson: I move to approve Ordinance No. 25-12-04-57 as presented. Seconded by Council Member Garber.

Voting Yea: 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 to amend Subsection 4.02.10.A - Fence Construction of the Unified Development Code to amend the construction requirements for residential fences.

Mayor Pro Tem Burke opened the Public Hearing at 6:34 P.M. and closed it at 6:34 P.M.

No comments were made.

Motion made by Council Member Pickens: I move to approve Ordinance No. 25-12-04-58 amending Subsection 4.02.10.A - Fence Construction of the Unified Development Code to amend the construction requirements for residential fences. Seconded by Council Member Garber.

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

## COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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Council Member Henderson  
Council Member Pickens  
City Manager Campbell  
Mayor Pro Tem Burke

Executive Session did not take place. Mayor Pro Tem Burke adjourned the Regular Meeting at 6:37 P.M.

### 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.

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- a. Animal Ordinance
- b. Lynchburg Creek

**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 Evaluation

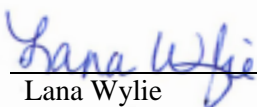
### L. RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON EXECUTIVE SESSION ITEMS

Executive Session did not take place.

### M. ADJOURN

Mayor Pro Tem Burke adjourned the Regular Meeting at 6:37 P.M.

Approved by the Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2026.



Lana Wylie  
City Secretary  
City of Corinth, Texas

<b>Meeting Date:</b>	1/15/2026	<b>Title:</b>	Contract   Lake Cities Girls Softball Association
<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 style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Planning &amp; Zoning Commission  <input type="checkbox"/> Parks &amp; Recreation Board  <input type="checkbox"/> Finance Audit Committee  <input type="checkbox"/> Keep Corinth Beautiful             </div> <div style="width: 50%;"> <input type="checkbox"/> Economic Development Corporation  <input type="checkbox"/> TIRZ Board #2  <input type="checkbox"/> TIRZ Board #3  <input type="checkbox"/> Ethics Commission             </div> </div> N/A		

**Item/Caption**

Consider and act on approval of calendar year 2026 and 2027 Co-Sponsorship agreement between the City of Corinth and the Lake Cities Girls Softball Association for youth softball and authorize the City Manager to execute the necessary documents.

**Item Summary/Background/Prior Action**

The City sponsors associations that coordinate and promote planned athletic activities within the City of Corinth in an effort to provide our Citizens the opportunity to participate in quality recreational sports programs. The Lake Cities Girls Softball Association is a non-profit, tax-exempt organization that operates recreational softball and baseball youth programs for the City of Corinth.

The sponsorship agreement provides that the association may utilize public athletic facilities that are provided and maintained by the City. In consideration for the use of those facilities, the Association agrees to abide by the standards, requirements, and guidelines established by the City for all recreational youth sports. The standards and requirements include, but are not limited to the following:

1. Recreational league play, which includes practices and games, must receive top priority when scheduling field allotments.
2. Maintain a minimum of 51 percent of the association active membership that must reside in Corinth.
3. Association will collect non-residential and participation fees on behalf of the City.
4. Will maintain budget and fiscal controls as established by the City.
5. Agrees to abide to the City's Sign Ordinance requirements regarding location, materials, and size.
6. Agrees to an independent financial audit by the City.
7. Agrees to comply with field usage ordinances as established by City Council.
8. Attend field prep training scheduled prior to the beginning of each season.

**Financial Impact**

This Contract is for a Co-Sponsorship with the Association, therefore the City funds a majority of the field maintenance, lighting, and water with the current Operational and Maintenance Funds that were approved on with the fiscal year 2025- 26 budget. The Association supplements the City’s cost by charging \$10 per Corinth resident player and \$20 per Corinth nonresident player. The Association also pays the cost of water to operate the Concession stands.

**Staff Recommendation/Motion**

Approve the contract with Lake Cities Girls Softball Association for youth softball and baseball and authorize to execute the necessary documents.

Section H, Item 3.

**CITY OF CORINTH  
PARKS AND RECREATION DEPARTMENT  
2026-2027 CO-SPONSORSHIP AGREEMENT FOR YOUTH SPORTS ASSOCIATIONS**

This Co-Sponsorship Agreement, herein called “Agreement” is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2025, between the City of Corinth Parks and Recreation Department, herein called “City”, and Lake Cities Girls Softball Association, herein called “Association”.

For and in consideration of the mutual undertakings herein set out, the parties agree as follows:

**The Association may utilize public athletic facilities that are provided and maintained by and at the cost of the City, except for those providing their own maintenance, which will be at the expense of the Association. In consideration for the use of those facilities, the Association hereby agrees to abide by the standards, requirements, and guidelines set forth below for all recreational youth sports. Failure to comply with these standards and guidelines may result in restriction of facility use or the termination of the Agreement.**

**SECTION 1. PREMISES AND FIELD ALLOCATION**

- 1.01 The City and the Association agree that the Premises are owned by the City and provided for the benefit of all citizens of Corinth. The City shall maintain final approval over the use of the fields and Premises at all times. The City reserves the right to use any field for other events or programs as long as reasonable notice is given to the appropriate Association. Corinth Community Park baseball, football, multi-purpose, soccer and softball fields, and athletic facilities are herein called “Premises” in accordance with the terms of this Agreement.
- 1.02 The City reserves the right to reduce field allocations based on submitted documentation of players registered from the Association. The City will, in turn, provide notification in writing to the Association of the reduction in fields.
- 1.03 The City has approved the following field assignments;
- Baseball Association is assigned Corinth Community Park Baseball fields 4 – 9, backstops 1 – 2, Corinth Community Park Multi-Purpose Fields 1 - 4 (Southside) and two adjoining concession stands.
  - Softball Association is assigned Corinth Community Park Softball fields 1 – 3, backstops 1 – 2, and one adjoining concession stand.
  - Soccer Association is assigned three soccer fields at Corinth Community Park, the football field and open field on the west side of the parking lot and one adjoining concession stand. The City will have control over one soccer field reserved for the City of Corinth's use only. This field is closed to all associations and is open for general public rentals. The Soccer Association may use the City field on weekends for games; the City will have the reserved field Monday through Friday. The city will notify the Association of field assignments one month before the start of each season. The Association will notify the City of field layout, including placement of player benches, two weeks before the start of each season.

- 1.04 If fields are not in use, the City reserves the right to use them. If the city has a rental and the association wants to use fields, priority goes to City rental when less than 48-hour notice is given.
- 1.05 The City also reserves the right to change field or concession assignments.
- 1.06 The Association may **NOT** sell or provide practice/game space to any other person, organization, team, or company. All field rentals, other than Association recreational league practices and games, must be requested and rented through the City Parks and Recreation Department. The Association is only allowed to provide its recreational and select team's practices. All other activities (tournaments, skills clinics, etc.) must be scheduled and approved through the Parks and Recreation Department. Additional fees may apply.
- 1.07 Any outside skills clinics must make field arrangements with the Parks, Recreation, and Strategic Asset Manager. Any skills clinics offered through the Association must provide documentation of instructor being part of the Association. Skills clinics are subject to additional fees for field usage.

## SECTION 2. SEASONS AND HOURS

- 2.01 The City determines all available field allocations and reserves the right to schedule any make-up games or practices based on field availability and conditions. Fields will be made available for practice and games to co-sponsored Associations anytime between the dates outlined in Exhibit A.
- 2.02 All fields must be reserved through the Parks, Recreation, and Strategic Asset Manager for practices and games.
- 2.03 Corinth Sports Association Management System (SAMS) will be used as a master schedule between each association and the City. The Parks and Recreation Department will use the calendar to set lights, base distances, and prep the fields. It is the responsibility of each association to ensure the accuracy of their respective calendar. Changes to the weekly schedule must be made by Thursday at 5:00 pm the week before your event. If you require a rainout reschedule, those changes must be made at least 48 hours in advance of the event. Any practice or game entered with less than 48 hours' notice cannot be guarantee lights or field prep.
- 2.04 Association shall submit to the Parks, Recreation, and Strategic Asset Manager actual game and practice schedules; all such actual schedules shall be provided in SAMS excel sheet, and Association shall not block off all fields for the whole day. The form must include the date, time, field, and team names. Failure to submit complete schedules at least three business days before the beginning of practice season and game season and in the required format will result in a delay of the start of the season. **Schedules must be submitted in complete form.** The City will work with associations the first week of each season regarding scheduling that is outside of their control, for example, interlock scheduling. If practices are added after the initial SAMS import, the Association must enter practices themselves or send the City a list of only the practices that need to be added, in SAMS form.
- 2.05 Actual game and practice schedules must be entered into and reflected in SAMS. The City uses the schedule provided by Association to set lights, base distances, prepare fields, and set staff



schedules for rounds, if Association has entered a game or practice schedule in SAMS and fails to utilize the reserved field(s) during a time identified in SAMS, Association shall pay all fees for field rental and preparation based upon the then current City ordinance. Fees are currently set as follows but are subject to increase without notice to reflect the City ordinance in effect at the time: at \$20 an hour for each unlit field, \$50 an hour for each lit field, \$50 for painted fields, and \$75 for fully prepped fields.

- 2.06 The Premises are closed to reservations during the winter months of December and January and during the summer months of June and July.
- 2.07 For baseball and softball use during the month of June;
- a. There will be no field prep.
  - b. No mound repair done between practices
  - c. The schedule needs to be submitted in the correct SAMS excel sheet three days before the first practice is meant to start. Practice will start three business days after the practice schedule is submitted.
  - d. Fieldwork will be going on during this time, so please note that field conditions may not be “game ready satisfaction.”
  - e. Teams, rec and select, will be limited to 2 hours of practice per week/per team
  - f. Softball fields will be open on Monday and Tuesday for practice for All-Star and select practices only
  - g. Baseball fields will be open Tuesday – Thursday for All-Star and select practices only
- 2.08 The City will be renting the Baseball and Softball fields to outside companies to host several tournaments throughout the year. Please refer to Exhibit C for the dates of possible tournaments.
- 2.09 The City will be working with a local charter school to use the fields as their home fields for baseball, softball, and soccer. The city will schedule practice around league practice and games. Their game schedule will be as follows;
- Soccer (6 teams); 8 home doubleheader games, on 11 v 11 field, from 4:30 pm – 7:30 pm. Four Monday – Thursday and four on Friday with no league impact. Four games, on 9 v 9 field from 4:00 pm to 6:00 pm with no league impact.
  - Softball (3 teams); 4 home doubleheader games from 4:30 pm – 8:30 pm and four single games 4:15 pm – 5:30 pm, no impact on the league.
  - Baseball (3 teams); 4 home doubleheader games from 4:30 pm – 8:30 pm and four single games 4:15 pm – 5:30 pm, no impact on the league.

Should one of the scheduled games result in a rainout, City will work with school and league to ensure minimal impact on league play. Makeup games will not be doubleheader games will start will by 4:30 pm with games ending by 6:30 pm. The city will enter the game schedule into SAMS by the end of January to give ample notice. The City will work with the school to spread out the schedule, so the same league teams are not impacted. For example, games will not be played on the same night. They will be throughout the week, Monday – Thursday. If other schools ask to use fields, City will work with the league before scheduling games.

- 2.10 In regards to make-up games due to inclement weather, each Association must provide the City 48 hours’ notice to prepare the fields. If 48 hours’ notice is not given, field prep and lights are not guaranteed. Games must be entered into SAMS.

- 2.11 City will prep all fields on an as-needed daily after the approved schedule of games is provided to the City. Fields will be maintained periodically as needed for practice purposes. All fields will be marked on Fridays for the weekend if requested by Association 10 days before the start of the season. Additional field prep over the weekend is the responsibility of the Association.
- 2.12 City will maintain fields for games Monday through Thursday after the schedule of games is provided and approved by the Parks and Recreation Department. Fields will be marked on the game day.
- 2.13 All games on the Premises must end by 10:00 pm.
- 2.14 Athletic fields are closed between the hours of 7:00 am – 3:30 pm Monday – Friday to allow City crews to maintain fields.
- 2.15 Association shall not schedule games on the Monday following a weekend tournament.
- 2.16 If the Association elects to have access to the game fields during the winter months, they may purchase and have delivered ryegrass to the parks maintenance shed located at 3700 Corinth Parkway. City staff will plant and mow the grass during the winter months.
- 2.17 If ryegrass is actively growing, game fields will be open; however, the restrooms will remain closed. Association will be responsible for providing porta-potties. The fields will be closed if the grass is dormant, the ryegrass does not germinate, or the grass dies.
- 2.18 Game fields will not be irrigated during the winter months due to freezing temperatures, which will damage the irrigation systems.
- 2.19 The City is not responsible if the seed does not germinate or if the grass dies.

### SECTION 3. TOURNAMENTS AND CAMPS

- 3.01 Due to the increase in requests for field allocations to host co-sponsored tournaments and camps, and the added impact on personnel and operational budgets, the City will determine the types of tournaments and camps that will be co-sponsored and the responsibility of the requesting groups when hosting these activities. **Please note that the Association is prohibited from subletting the Premises or transferring Co-Sponsorship Tournament privileges.**
- 3.02 Association Tournament Responsibilities:  
For any tournament that an Association holds, the Association is responsible for all costs regarding the following:
  - 1. Additional port-a-potty(s)
  - 2. Additional bleacher placement (rental)
  - 3. Dumpster fees (size of dumpster depends on size/length of the tournament)
  - 4. Additional temporary fencing or rental/installation

NOTE: In the event the above services are needed, Association shall submit a request to City at least 14 days before the tournament. The city must approve the companies providing services 1-4, shown above.

### 3.03 Tournaments within the parameters of league play:

- a. Associations that have one pre and post-season tournament as part of the recreational league will be co-sponsored by the City.
- b. Tournaments defined under league play are for league and interlock teams only. No entry fee is assessed for teams to enter the tournament. Teams may only be charged umpire/referee fees. Tournaments classified under this category include end of season tournaments/playoffs and preseason tournaments.
- c. To reserve the fields for league play tournament for the calendar year 2026, requests must be submitted in writing to the Parks and Recreation Department by the fourth Monday in January 2026. Additional tournament field requests will be subject to field availability.
- d. These tournaments may only take place within the allowable season dates according to the Agreement, except for pre-season tournaments. Pre-season tournaments may be held the weekend before league games begin. Game field practices for tournaments scheduled outside of this Agreement will be limited to one hour per team each week.
- e. The city will mark all fields on Friday for the weekend. Additional field prep will be the responsibility of the Association. If the Association needs weekend field maintenance by the Field Crew, a fee of \$75 per field will be charged for morning preparation of the fields, lined and dragged, or \$50 per field for lines only. Payment must be made one week before the tournament.
- f. Association will be responsible for picking up trash. The City will provide extra trash bags if needed.
- g. Association shall submit final tournament game schedules no later than two business days before the tournament start date. The complete schedule shall be submitted in the SAMS excel sheet.

### 3.04 Fundraising tournaments and camps:

- a. The City will co-sponsor two fundraising tournaments and two camps per year at no cost. All co-sponsored tournaments must have one team playing in the tournament that is a current member of the Association hosting the tournament.
- b. Tournaments defined as fundraisers include teams from outside of the league and are charged an entry fee. Invitational and All-Star Tournaments are classified under this category.
- c. To reserve the fields for fundraising tournaments and camps for the calendar year 2026, requests must be submitted in writing to the Parks, Recreation, and Strategic Asset Manager by the fourth Monday in January 2026 . Additional tournament field requests will be subject to field availability.
- h. The city will mark all fields on Friday for the weekend. Additional field prep will be the responsibility of the Association. If the Association needs weekend maintenance by the Field Crew, a fee of \$75 per field will be charged for morning preparation of the fields, lined and dragged, or \$50 per field for lines only. Payment must be made one week before the tournament.
- d. For tournaments that take place during the allowable season dates according to this Agreement, game field practices will be limited to one hour per team each week.

- e. Association will be allowed one fundraising tournament when the fields are closed during the months of June and July. For this tournament, no game field practice will be allowed.
- f. Association is responsible for picking up trash. The City will provide extra trash bags if needed.

Association shall submit the final tournament game schedule to the Parks, Recreation, and Strategic Asset Manager no later than two business days before the tournament start date. The complete schedule shall be submitted in the SAMS excel sheet.

### 3.05 Additional Tournaments:

- a. If the Association wishes to host additional tournaments or camps that are not co-sponsored by the City and fields are not being used for league play or previously rented, fields may be scheduled through the Parks, Recreation, and Strategic Asset Manager
- b. Additional tournaments will be at the current rental rate of \$20/field/hour with no lights and \$50/field/hour with lights. A \$200 deposit is required to be paid in advance to reserve the fields. Approval of the reservation request by the Parks and Recreation Department will depend on field availability. The deposit will be applied to the remaining balance. The deposit is forfeited if the tournament is canceled for any reason.
- c. To reserve the fields for additional tournaments for the calendar year 2026, requests must be submitted in writing to the Parks, Recreation, and Strategic Asset Manager by the fourth Monday in January 2026 . Additional tournament field requests will be subject to field availability.
- d. Tournaments other than those described in Section 3.04 may only take place within the allowable season dates according to the Agreement. Game field practices for tournaments scheduled outside of this Agreement are limited to one hour per team each week.
- e. The Association may charge a tournament gate fee for any tournament. However, 25 percent of the fee must be returned to the City within one week of the conclusion of the tournament. Funds will be deposited in the Community Park Improvement Fund.
- f. The City will mark the fields on Friday for the weekend. Additional field prep will be the responsibility of the Association. If the Association requests weekend maintenance by the Field Crew, a fee of \$75 per field will be charged for morning preparation of the fields, lined and dragged, or \$50 per field for lines only. Payment must be made one week before the tournament.
- g. Association is responsible for picking up trash. The City will provide extra trash bags if needed and requested.

Association shall submit final tournament game schedules to the Parks, Recreation, and Strategic Asset Manager no later than two business days before the tournament start date. The complete schedule shall be submitted in the SAMS excel sheet.

## **SECTION 4. FIELD USAGE ORDINANCES**

City Ordinance mandates the following requirements, and the Association shall comply with them and require its members to comply with them when conducting any activity within the Corinth Parks system and the Premises:

- 4.01 If an outside vendor (non-Association) will sell any goods during any portion of the year, that individual or group will need to purchase a vendor permit. This permit may be purchased at City Hall. The fees are \$30 per day for nonprofit or \$100 per day for profit. (Ordinance No.13-07-18-13).
- 4.02 No alcohol is permitted in any park area, including parking lots. (Ordinance No.97-11-20-31).
- 4.03 The Association will require its members to comply with the No Smoking Ordinance, including cigars, cigarettes, e-cigarettes, and chewing tobacco. (Ordinance No.14-08-07-27).
- 4.04 Vehicles are limited to certain areas. It shall be unlawful for any person to operate or drive any automobile, motorcycle, or other vehicles over or through any park, except along and upon park streets, drives, parkways or boulevards. (Ordinance No.03-06-05-16, section 131.05) of the Corinth Code.
- 4.05 Playground areas, athletic fields, concession/restroom areas. It shall be unlawful for any person to allow any dog or other animal of any type, possessed, kept, or harbored, by him, to enter upon park playground area, an athletic field or surface, or in a concession/restroom area within the parks of Corinth, with the exception of service animals. (Ordinance No.03-06-05-06, section 131.06) of the Corinth Code.
- 4.06 A person commits an offense if the person offers anything for barter or sale, exhibits anything for pay, conducts any place of amusement for which an admission fee is charged, or renders personal service or transportation of any character for hire in any public park in the City without first obtaining the privilege of so doing by contract with the City under such terms and conditions as may be provided by the City Council. (Section 131.001 of the Corinth Code)

## **SECTION 5. LEAGUE MANAGEMENT AND SPORTS GUIDELINES**

- 5.01 The Association agrees to provide a league representative on-site at each game or tournament held on the Premises. The representative must be identifiable by something; hat, shirt, etc. Representation should be their sole job, not be distracted by game or tournament, i.e., not coaching games. If no other representative is available, a coach can be the representative, but that must take top priority over the game, and they should be able to leave the game if needed.
- 5.02 A minimum of 51 percent of the Association's active membership must reside in Corinth.
- 5.03 The Association will submit a participant list of all individuals registered, indicating each participant's number, participant's resident City, the team assigned to, and age group assigned to along with non-resident and participation fees on or before the third Wednesday in March for Spring and the third Wednesday in October for Fall. See **Exhibit G**, for example, of reports needed.
- 5.04 The Association shall conduct background checks annually on team coaches, including all head and assistant coaches, and leadership of the Association. Association agrees to

maintain updated records of background checks and submit copies of these records to the City upon request. Association shall submit copies of records of background checks for new coaches added during the year.

- 5.05 It is recommended that all coaches complete a sport-specific certification program.
- 5.06 Under no circumstance should parents of participants be used as umpires or officials unless they are affiliated with an insured umpires/officials/referee's organization.
- 5.07 In an age division or league, traveling teams shall not be assessed any fees or perform fundraisers to support the higher costs of travel and/or team expenses, i.e., special uniforms, except for expenses associated with postseason all-star teams.
- 5.08 Recreational League Play must receive top priority when scheduling field allotments. In all recreational age groupings, divisions, or leagues, each group shall have equal priority to available field use time. No one team shall be allowed more than four hours' practice time per week.
- 5.09 In age groupings, divisions, or leagues with traveling teams, the number of away games must equal or be less than the number of home games.
- 5.10 The City must approve any expansion or changes in the Association's programming that may affect field preparation or league programming. Requests must be in writing, received, and approved before signing of the Agreement. Association shall submit decisions based on overall benefit to the participants.
- 5.11 The Association will adhere to all City Ordinances that regulate the use of City athletic facilities and City Premises.

## SECTION 6. SELECT/CLUB TEAMS

- 6.01 All Select/Club Teams must register with the Association and pay all registration fees provided in this Agreement. These teams must then coordinate all scheduling (practice and games) through the Association member league that will have final approval as it relates to scheduling.
- 6.02 All players must have the same equal chance to make a select/club team.
- 6.03 When entering select/club team's practices into SAMS, please include the head coach's last name. Example: Crushers Smith
- 6.04 **Recreational League Play, includes practice and games, must receive top priority when scheduling field allotments.**
- 6.05 Select/Club Team field usage cannot have a negative impact upon Recreational League Play or generate excessive field maintenance, as determined by the City.

- 6.06 It is recommended that no one team be allowed more than four hours of practice time per week, and these times should be outside of the Association's regular recreational practice schedule.
- 6.07 The Association shall not allow select/club teams to use the Premises only on a practice field basis. Select/Club teams must be provided League access.
- 6.08 The Association is prohibited from subletting or selling the right to use the Premises to select/club teams.
- 6.9 Each Association will be given one week during July to conduct tryouts. Tryout week must be agreed upon before the start of the season. Tryout week must be turned in with 2024 dates. The tryout schedule must be entered into SAMS two weeks before the start of tryouts. The week must be made up of seven consecutive business days. City fields will be closed on the weekend for City-run tournaments or events approved by the City.

## **SECTION 7. BUDGET AND FISCAL CONTROLS**

- 7.01 Association shall submit financial documents, including bank statements, cash flow reports, and check register (such as Quicken) on second Monday of January, for the previous calendar year. The financial reports must show income, expenses, and all fund balances for all League play and any tournaments or camps. Names of minor officials shall be redacted in any of the above financial reports.
- 7.02 When the league submits financial reports, please be sure to black out bank account numbers. This is done for your league's security and protection.
- 7.03 To assure adequate fiscal control, the Association will:
  - a. Maintain a checking account.
  - b. Not provide cash reimbursement in an amount over \$50.
  - c. Retain all canceled checks and records for three years.
  - d. Require that checks over \$200 be signed by two current members of the board.
  - e. Adopt and maintain Bylaws that require a Board of Directors of at least five members.
  - f. Conduct at least one Board meeting before each season; the meetings must be open to the public and announced on the Association's website at least one week before the meeting.
  - g. Provide written notice, in a word document, to the Parks, Recreation, and Strategic Asset Manager of all upcoming board meetings, including location and start time.
  - h. Allow the Parks, Recreation, and Strategic Asset Manager to attend any board/officers meeting without notice.



- i. Submit documentation to the City that verifies valid nonprofit or 501 C (3) tax-exempt status.
  - j. Include a separate line item within the Association's financial reports for the payment of officials. The name of minor officials shall be redacted.
  - k. Submit accounting reports that detail all financial activity by using an accounting program such as Quicken or another program that is approved by the City.
  - l. Immediately notify the City, in writing, of any financial difficulty or deficits.
- 7.04 If the Association's accounting practices are determined to be fraudulent or mismanaged, the City reserves the right to suspend or terminate this Agreement.
- 7.05 The Association's documentation may be requested at any time and will be due to the Parks, Recreation, and Strategic Asset Manager within ten business days of the request.
- 7.06 To ensure the City is good stewards with publicly funded fields, an independent financial audit of the Association's financial records by a firm hired by the City will be conducted once per year. The City shall report an overview of the audit findings will be reported to the City Council on an annual basis

## SECTION 8. COMMUNICATION

- 8.01 If either party wishes to meet with the other a meeting can be requested, and time and date can be arranged.
- 8.02 Each Association may use City Hall Chambers for larger public meetings. The rental fee for City Hall Chambers is \$50/hour, with a minimum of 2 hours. Dates should be set 30 days in advance.
- 8.03 The City has set up "Athletic Field Closure Alerts" on the City of Corinth website. Association shall encourage participants to sign up for this alert. On days when it is questionable whether fields need to be closed, the City will update this alert and send out a message regarding field status and playability.
- 8.04 For questions regarding this Agreement, field availability, field scheduling, and field maintenance, please contact the Parks, Recreation, and Strategic Asset Manager, Melissa Dolan, at 940-498-7541 or [Melissa.dolan@Cityofcorinth.com](mailto:Melissa.dolan@Cityofcorinth.com).
- 8.05 Each association shall appoint one person to be a point of contact for their respective association. There should be one person to handle scheduling, and the president of each association shall be the point of contact for the contract, field issues, or anything else that needs the City's attention. Please note that all communication needs to go through the point of contact that includes communication from players, parents, and coaches.
- 8.06 Each association shall send an informational email/or post on the website to all participants at the beginning of each season, letting them know the appropriate chain of command. If coaches or parents have issues other than safety, then they should contact

the board directly. If a concern is sent directly to City staff from someone other than the assigned point of contact, we will respond to the sender, letting them know that all issues and concerns must first go through the association.

- 8.07 All maintenance requests must be made in writing to Parks, Recreation, and Strategic Asset Manager, submitted by the point of contact. Requests made to the field crew is not an acceptable form.
- 8.08 Association may also submit questions or concerns through the City's online report and concern module, which can be found online at [www.cityofcorinth.com](http://www.cityofcorinth.com).
- 8.09 Should Associations need after-hours help with field lights, field issues, please call the parks on-call phone for consideration. 940-465-6692.

### **SECTION 9. DOCUMENTS, FEES, AND OFFICERS**

- 9.01 The Association shall submit to the City a copy of its bylaws, 2026 dates, insurance, game and practice schedules in calendar form, health permit, schedule of board meetings, nonresident fees, participation fees, final player rosters; to include participant's number, resident city, the team assigned to, and age group assigned to end of season summary report, and financial statements. All documents are due, in digital format, by the deadlines outlined in **Exhibit B. Exhibits C and F** show examples of what needs to be completed; an electronic copy can be sent if requested.
- 9.02 Association will submit names, addresses, and phone numbers of all officers and Board members within two weeks after election or appointment.
- 9.03 A listing of these documents and fees with due dates is in **Exhibit B**, attached and incorporated herein.

### **SECTION 10. INSURANCE AND INDEMNIFICATION**

- 10.01 The Association shall maintain and keep on file with the City a current certificate of general liability insurance, to pay on behalf of the insured all damages, costs, and claims because of bodily or property damage resulting from or arising out of the use of the City athletic fields, equipment, and other park facilities by the Association, its members and participants.
- 10.02 Limits of such liability coverage shall be not less than the following: Bodily Injury \$1,000,000.00 per aggregate and Property Damage Liability \$500,000.00.
- 10.03 If insurance coverage is scheduled to expire during the term of this Agreement, the Association, must submit a new certificate within ten business days of the expiration date.
- 10.04 The policy must name the City, its officers, and employees as an additional insured party. The insurance policy must be primary and non-contributory as to the City. In the case of a nationally franchised affiliation with a liability insurance program, the City may accept a different coverage if the coverage is greater or equal to the minimum requirements of the City of Corinth.

- 10.05 **The Association agrees to release, indemnify, hold harmless and defend the City, its officers, agents, servants, and employees from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, or omission of the Association, its officers, employees, servants, agents or subcontractors, arising out of, relating to, resulting from, or caused by the performance or failure of performance of any obligation of either party hereunder.**

### **SECTION 11. IMPACT, NONRESIDENT, AND ENHANCEMENT FEES**

- 11.01 The Association shall pay a nonresident registration fee in addition to all other fees required to participate. The Association must pay nonresident player, per season, as required by City Ordinance (02-08-01-25), as amended. All non-resident players utilizing City fields will be charged this fee. This fee will be due on the third Wednesday of March for the spring season and the third Wednesday of October, for the fall season.
- 11.02 The Association will pay a participation fee per child per season for both recreation and select players as required by City Ordinance (02-08-01-25). These fees shall be submitted to the City of Corinth on or before the third Wednesday of March for the spring season and the third Wednesday of October, for the fall season.

### **SECTION 12. CONCESSIONS**

- 12.01 The Association may operate concession stands only in compliance with this section and in regular-season league play and tournaments co-sponsored by the City.
- 12.02 If Association cannot or no longer wishes to run the concession stands, then no concessions will be provided, and the City will not make other arrangements.
- 12.03 If permanent City stands are available on the Premises, they will be available to the Association that have games scheduled at the location.
- 12.04 All food or drinks prepared, served, sold, or stored shall be done so in strict conformity with all City, county, state, and federal laws and regulations. It shall be the Association's responsibility to coordinate all health inspections and licensing for their concession operations. Association is required to present its health permit at least one week before the concession stand opening.
- 12.05 Association's operators must comply with the City of Corinth Ordinance No. 04-05-27-07 regulating food establishments, as amended. Association is required to obtain, at its cost, a City of Corinth Food Services Permit. Permits are issued once a year, spring for softball and fall for baseball and soccer. The permit fee, \$100 per stand, is due to the Corinth Building Permit Department at least seven business days before the start of the season.

- 12.06 Once the permit fee has been paid Association will need to set up a health inspection; information will be provided at the time of payment. Proof of successful inspection is due to the City Building Permit Department at least seven business days before the start of the season. Failure to do so may result in a delay of the opening concession stand.
- 12.07 All Association board members who are working the concession stand will need to obtain a Food Handlers Permit. To do so, each person will need to pay for and successfully pass the Texas Food Handlers Training, <http://www.trainingnow.com>. Upon completion, the Association shall ensure that all individuals preparing or handling food possess a valid Food Handler's Certificate. Copies of all certificates must be kept on-site in the concession stand at all times and made available to City staff upon request.
- 12.08 There must be an Association board member working the concession stand, who has a Food Handlers Permit, to supervisor volunteers at all times.
- 12.09 The Association must pick up litter in the area of their stand daily, including the breakdown of all boxes to be placed in the dumpsters (not in the trash barrels) located at each site. The Association will tie and remove all trash bags from cans that are three fourths full or more and put in the dumpster. Non-compliance with concession and litter collection will result in the forfeiture of concession privileges by the Association.
- 12.10 The Association is only permitted to run a concession stand if they have a current signed Co-Sponsorship Agreement in place with the City.
- 12.11 In December of 2026 City will provide Associations with updated fee amount for the privilege of operating the concession stand during the 2027 year. Payment will be due on the third Wednesday in March.. The Association shall pay a \$100 non-refundable deposit per stand in addition to the concession stand fee.
- 12.12 2026 concession stand fee will be \$2,270, per stand, for the privilege to operate the concession stand. Payment will be due on the third Wednesday in March. The Association shall pay a \$100 non-refundable deposit per stand in addition to the concession stand fee.
- 12.13 All concession stands must maintain a complete first aid kit at the stand.
- 12.14 The Association may not sub-contract the concession operation out to a third party but must operate the stands with its members or parents in accordance with this Agreement.
- 12.15 The Association shall, at all times, maintain the inside of the concession stands and shall be responsible for all fixtures, appliances, and all equipment necessary for storage, preparation, and serving of food and drinks in a clean, safe, sanitary manner commensurate with similar City facilities in compliance with City, County, and State statutes and ordinances and acceptable to applicable agencies. The City shall be responsible for all maintenance and repairs to the building's permanent physical structure, such as electrical wiring, plumbing, and other structural components. Association is responsible for notifying the City immediately if there is an issue with the equipment.
- 12.16 The Association shall be responsible for only the essential appliances turned on during the season's non-use times.

- 12.17 The Association shall at all times be responsible for the sanitary conditions of the walls, ceilings, doors, etc. on the inside of the concession stand.
- 12.18 The Association shall be responsible for the adequate and proper security of the building. Alarm systems and other security devices are optional and may be installed/maintained by the Association, with City's prior written approval. Association shall supply any alarm codes, additional keys, or other mechanisms needed to access the building to the Parks and Recreation Department at no charge. If the Association requests the building to be rekeyed, the City will do so at the cost of the Association once a year.
- 12.19 Any Association having sales of concessions not identified in this Agreement must comply with and pay fees as required under current City ordinances.

### SECTION 13. FIELD LIGHTS

- 13.01 The City of Corinth Parks and Recreation Department will maintain all current electrical outlets and pole lights. To help conserve electricity, Association will be given access to the light timers. If the practice is canceled, ends earlier, or for any other reason and the lights are not needed, the Association shall turn the lights off. The Recreation Department will maintain the light schedule and is responsible for changing or adding times. Lights are scheduled to come on 15 minutes before sunset and will be shut off 15 minutes after the scheduled practice or game.
- 13.02 In the event that there are any electrical issues, the Association shall contact the Parks, Recreation and Strategic Asset Manager at (940) 498-7541 or complete a "Report a Concern" form, which can be found online at [www.cityofcorinth.com](http://www.cityofcorinth.com).

### SECTION 14. AUTO MOWERS

- 14.01 **Auto Mowers have a set schedule, which is based on schedule in SAMS. Please ensure schedules are up to date so we can schedule mowers correctly.**
- 14.02 **If a mower is on or there is an issue during a practice or game, please call the on-call phone. We can control the mowers remotely. Do not touch them or turn them off, if that happens, we cannot control them remotely until we get out there and get next to the mower to pair again with it. So to save time just call us and we can fix the issue faster than having to drive out to the fields to correct an issue.**
- 14.03 **Please tell your coaches/parents to keep the fields clear at the end of the night. Field rakes/pitching nets/balls – everything needs to be put away in the dugout or on the infield where the mower won't go.**

## **SECTION 15. PERMISSION FOR INSTALLATION, CONSTRUCTION, OR MAINTENANCE**

- 15.01 The Association shall submit to the Parks, Recreation, and Strategic Asset Manager any proposal to install, construct, or modify temporary or permanent structures, signs, equipment, or other related items before the commencement of any work.
- 15.02. All communication regarding maintenance and/or field improvements may only be submitted with the approval of Association's president. All applicable City codes must be followed. Approval of the proposed improvements or construction shall be subject to the sole discretion of the City. These requests must be submitted at least 30 days in advance.
- 15.03 Permanent structures erected by Association or other items modifying a City building or facilities shall be classified as a fixture on City property and shall become the property of the City.

## **SECTION 16. SPONSORSHIPS AND SIGNAGE/BANNERS**

- 16.01 For season advertising, an Association must execute an approved co-sponsorship agreement that is also executed by the City.
- 16.02 Sponsorship agreements are only allowed within the term of this Agreement (commencing on January 15, 2026 and ending on December 31, 2027), and shall not be valid after such end date.
- 16.03 The Association must comply with the City's Sports Association Advertising Policy and the City's Sign Ordinance requirements regarding location, materials, and size of signs and duration signs are permitted.
  - 1. Yard signs may be displayed for any eight weeks before the registration deadline, spring and fall; dates must first be approved to the Parks and Recreation Strategic Asset Manager.. Signs may not be displayed until they have been submitted and approved. The yard signs shall not be greater than 15 sq. feet, 3 x 5.
  - 2. The City logo must be visible from the street, a minimum of 5 x 6 inches. The City will remove any signposted without the current City of Corinth Logo.
  - 3. There must be a minimum of 1,000 feet between each sign.
  - 4. They permitted sign placement: 1 per subdivision entrance, ball field entrance, and at schools—with property owner permission as required by property owner.
  - 5. Association shall not place signs in medians and State right-of-way (IH35, IH35 Service roads, FM 2181).

6. The provisions outlined in this section will be enforced by the City of Corinth Code Enforcement Department.

16.04 Sponsorship advertisements must be reviewed and approved by the City before placing them on any park property. The advertisements must comply with the following:

1. They must comply with all City Codes. Signage, except city or league logos, may not face streets. Logos must have a 50/50 split to reflect the partnership between Association and City.
2. The Parks Manager must approve all signs and anchoring methods before installation occurs.
3. Sponsorships must be appropriate for youth activities. Sponsorships for alcohol, tobacco, political interests or measures, etc. are not allowed.
4. The appearance of all signage, banners, etc. must be tasteful and may not detract from the overall appearance of the facility.
5. The placement of sponsorship advertisements may not cause damage to any facility.
6. Signs must be properly secured to the fence and remain well maintained, i.e., no rips or sides of the banner hanging down. If banners are not adequately secured or well taken care of, the City in its sole discretion may remove signs and shall not be liable for the costs of the removed signs or banners.
7. Signs must be taken down between seasons. Association has two weeks from the last game to remove signs.
8. Event sponsor must be pre-approved in writing by the City to ensure there is no conflict with the field, park, or facility naming rights.
9. Event signs and banners and locations for display must be pre-approved in writing by the City. Signs are not to exceed four (4) feet by eight (8) feet each. The Association agrees to remove signs after each season.
10. Association agrees the City is not responsible for any damage to the signs or banners.

## SECTION 17. STORAGE CLOSETS

- 17.01 Baseball Association is assigned the storage closet attached to the concession stand # 2 located between fields 6 and 7 and the storage closet attached to the concession stand #1 by field 4. Storage closet #2 will be shared with City equipment
- 17.02 Softball Association is assigned the storage closet attached to the softball complex concession stand.

- 17.03 Soccer Association is assigned the storage closet attached to the soccer complex concession stand.
- 17.04 The City is not responsible for the security or storage of any content on the premises. Each Association acknowledges it is fully responsible for the storage of its contents on-premises.
- 17.05 AED machine will be placed in the storage closet so that Associations can access the machine at all times. If the storage area is not secured, the negligent party will be responsible for any lost or damaged equipment.
- 17.06 The City will have shelving placed in each storage closet. Shelving will be used to store cleaning supplies for restrooms.
- 17.07 Association is responsible for keeping the closet clean and area around irrigation boxes accessible. Staff needs to be able to access irrigation boxes and cleaning rack.
- 17.08 Per fire code electrical closet is to remain empty at all times. Placing anything in the closet is subject to fines/penalties by the Fire Marshall.
- 17.09 Association will be given keys to their respective storage closet(s). Association agrees to maintain updated records of a key log, when keys were given out and returned, and submit copies of these records to the City upon request.

## **SECTION 18. CITY PROCEDURES FOR ATHLETIC FIELD CLOSURES**

- 18.01 The following are reasons for athletics field closure or postponement:
  - a. Fields are too wet for play.
  - b. Athletic fields need to be closed in the interest of participant safety and/or preservation of good playing surfaces.
  - c. Maintenance, renovation, or construction conditions exist.
- 18.02 “Notify Me” alert will be activated by 4 pm on weekdays when conditions are questionable. If fields are in question on Saturday mornings, an alert will be sent out by 7:00 am. An alert will not be sent out on Sunday morning; instead, a field closed signs will be placed out or picked up, depending on conditions. If inclement weather occurs after this time, it will be up to the Association’s discretion for play unless otherwise noted on the alert.
- 18.03 If Association cancels practice or games for any reason, including without limitation, weather, reschedule, or conflict, it shall be Association’s responsibility to call Musco and turn lights off. If fields are empty during a scheduled event, and lights are on, Association shall be charged applicable fees as set forth in Section 2.05 of this Agreement.
- 18.04 A minimum of 48 hours’ notice must be given for makeup/rainout reschedules. Fields may not be prepared, and lights are not activated if notice is not given.



**SECTION 19. MAINTENANCE STANDARDS FOR PREMISES**

- 19.01 City shall maintain turf areas, including mowing, weed control, fertilizing, and herbicide spraying as allowed by the City's Budget.
- 19.02 Before each season the City will host a field maintenance workshop for baseball and softball on the topic of how to prep fields, this will be mandatory each season for those that will be helping with field prep.
- Spring February 28  
                     Softball – 8:00 am – 10:00 am field 1  
                     Baseball 10:30 am – 12:30 pm field 4
- Fall August 8  
                     Softball – 8:00 am – 10:00 am field 1  
                     Baseball 10:30 am – 12:30 pm field 4
- 19.03 The City may request additional funds from the Associations to help pay for the turf overseeding of perennial ryegrass each Fall.
- 19.04 The City shall prepare, chalk, and or paint fields for weekday games. All fields will be marked on Fridays for weekend games. Additional field prep over the weekend will be the responsibility of the Associations. Fields will be maintained periodically as needed for practice purposes.
- 19.05 If fields are closed on Friday due to weather conditions, fields will not be prepped for weekend play. City staff will let the Association know by 11:00 am if City was not able to prep fields.
- 19.06 There will be no field prep should City offices be closed, which includes holidays.
- 19.07 The City shall maintain all bleachers.
- 19.08. The City shall properly secure all soccer goals with proper anchors.
- 19.09 The City shall maintain all shade structures.
- 19.010 The City shall provide and maintain all area and field lighting systems.
- 19.11 The City shall be responsible for the maintenance of all irrigation systems on the Premises.
- 19.12 The City shall be responsible for maintaining adjacent park irrigation systems and the watering of athletic turf areas.
- 19.13 The City shall maintain the restrooms in a sanitary condition during the approved season(s). Restrooms will be closed from December 1 – February 15 for winterization, depending on the severity of the winter, as determined appropriate in the sole discretion of City.
- 19.14 Association shall be responsible for daily practice and game day collection of all litter on the Premises to include playing areas, fences, bleachers, concession stands, and adjacent grounds. (See section 12.09 for collection of litter at concessions.)

- 19.15 All litter shall be placed in the receptacles provided by the City. The City shall provide pick up for these receptacles.
- 19.16 If, within the City's judgment, the Association does not comply with litter collection, a notification will be issued in writing by the City requesting immediate compliance. If the City deems applicable, further compliance will result in a fee of \$30 per hour/per staff member for litter clean up.
- 19.17 The Association is prohibited from performing any maintenance to any turf or infield areas on the Premises, without written permission from the City.
- 19.18 No "ball toss" or "soft pitch" batting practice is allowed into any chain link fence fabric on the premises.
- 19.19 Metal cleats will be permitted at Corinth Community Park Baseball field four and Softball fields 1 -3. Metal cleats are not allowed on any other City of Corinth field.

## **SECTION 20. UNLAWFUL ACTIVITIES**

- 20.01 The Association shall not engage in any activities on the Premises, which violate any existing state, federal, local law, or use the Premises in such a manner as to constitute any hindrance for other park patrons engaged in lawful activities.

## **SECTION 21. ADULT SOFTBALL**

- 21.01 Softball Association agrees to run Adult men's and coed softball throughout the year.
- 21.02 Association shall complete **Exhibit E** – completing season dates; registration report electronic copy can be sent if requested.
- 21.03 Association will follow the same rules and regulations outlined in this Agreement.
- 21.04 Association will submit all paperwork and follow the deadlines outlined in this Agreement.
- 21.05 Association will pay the City a team participation fee of \$50 for each registered team per season. Payment and team registration report will be due to the City 30 days after the close of each season registration.

## **SECTION 22. EXHIBITS**

- 22.01 The City and the Association agree that the exhibits attached to this Agreement are incorporated into the Agreement as set out in their entirety. Such exhibits may be modified in accordance with the terms and conditions stated herein. A revised copy shall be provided to all parties. Exhibits are:
- Exhibit A – Field Allocation and Season Dates

- Exhibit B – Schedule of Required Documents and Deadlines
- Exhibit C – 2026 Dates
- Exhibit D – Co-Sponsorship Growth Application
- Exhibit E – Adult softball dates
- Exhibit F – Final Player Roster
- Exhibit G – Banner and Signs permit application

## **SECTION 23. SCHEDULE OF REQUIRED DOCUMENTS AND DEADLINES**

- 23.01 If Association is consistently late with submitting required documentation by the due date, the City will deny access to fields, lights, restrooms, and concessions until documentation is received and may terminate this Agreement.
- 23.02 Exhibit B summarizes all required documentation due to the City of Corinth, Recreation Division. Association shall submit all forms to the Parks, Recreation, and Strategic Asset Manager at the following address:

Parks, Recreation, and Strategic Asset Manager  
 Corinth Parks and Recreation Department  
 3300 Corinth Parkway  
 Corinth, Texas 76208  
 Phone (940) 498-7508  
 e-mail: [melissa.dolan@cityofcorinth.com](mailto:melissa.dolan@cityofcorinth.com)

## **SECTION 24. TERM**

The Association will sign the Bi-Annual Co-Sponsorship Agreement with the City. The Agreement will be renewed bi-annually for all current Corinth Association members. This Agreement is effective January 15, 2026, through December 31, 2027. The City will provide the 2027 dates and concession stand fees to the associations in December of 2026. Thereafter, the Agreement must be renewed before the Association advertising and taking registration for a new season.

## **SECTION 25. AGREEMENT APPROVAL**

The persons executing the Agreement on behalf of the Association or representing themselves as executing the Agreement on behalf of the Association, warrant that they have been fully authorized by the Association to execute the Agreement and that they will comply and uphold all terms and provisions contained herein.

## **SECTION 26. DEFAULT AND TERMINATION**

If the Association violates any term of the Agreement, or if it fails to timely pay an invoice submitted for a service provided or charge incurred under this Agreement, the City may declare the Association in default and terminate or suspend the Agreement upon ten (10) days written notice. If required documents are not submitted on time, the City reserves the right to deny access to fields, lights, restrooms, and concessions until documentation is received. If the Association loses its co-sponsorship status, they will forfeit all rights to co-sponsored use of all athletic fields,

concession privileges, and field lights. Notices are deemed effective upon mailing or personal delivery.

Signed by:



29AEDE81B0B943D...

Signature: \_\_\_\_\_

Association: Lake Cities Girls Softball Association

Date: December 15, 2025

Signature: \_\_\_\_\_

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

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

Exhibit "A"  
FIELD ALLOCATION AND SEASON DATES  
2026

Association	Location	Dates
Baseball Association	Baseball Fields 4-9	Spring February 9 <sup>th</sup> – May 25 <sup>th</sup> Tuesday-Thursday night during the month of June Fall August 3 <sup>rd</sup> – December 4 <sup>th</sup>
	Backstops 1 – 2	January 1 <sup>st</sup> – December 31 <sup>st</sup>
	Multi-Purpose Fields 1-4	Spring February 9 <sup>th</sup> – May 25 <sup>th</sup>
	Southside	Fall August 3 <sup>rd</sup> – December 4 <sup>th</sup>
Softball Association	Softball Fields 1 – 3	Spring February 9 <sup>th</sup> – May 25 <sup>th</sup> Monday/Tuesday night during the month of June Fall August 3 <sup>rd</sup> – December 4 <sup>th</sup>
	Backstops 1 – 2	January 1 <sup>st</sup> – December 31 <sup>st</sup>
Soccer Association	Soccer Fields 3 of 4 fields	Spring February 9 <sup>th</sup> – May 25 <sup>th</sup> Fall August 3 <sup>rd</sup> – December 4 <sup>th</sup>

**Exhibit “B”****SCHEDULE OF REQUIRED DOCUMENTS AND DEADLINES****2026**

1. **Fourth Monday in January** - Association bylaws, board member names, addresses, and phone numbers due.
2. **Fourth Monday in January** - Point of contact for scheduling, contracts, field issues, and field availability due
3. **Fourth Monday in January** - Dates for 2026; practice and game start and end dates, tryout dates for fall and spring, tournament dates and needs, and bye week dates due.
4. **Fourth Monday in January** - Schedule of upcoming board meetings due with the Co-Sponsorship Agreement, or within 48 hours of a called meeting.
5. **Fourth Monday in January** – Financial statements from the previous year.
6. **One week before first practice** - Proof of Insurance due.
7. **Three business days before the first practice** - Practice schedule due in SAMS calendar form.
8. **Three business days before the first game** – Game schedule due in SAMS calendar form.
9. **One week before the concession stand opening** – Valid health permit and food handling card.
10. **Third Wednesday in March** – Spring Nonresident, Participation Fees, Concession Stand Fee, Health Permit, and participation list of all individuals registered due.
11. **Third Wednesday in October** – Fall Nonresident, Participation Fees, and participation list of all individuals registered due.
12. **Third Wednesday in October** – Co-Sponsorship growth application due if the association is needing more field space. See Exhibit “D”
13. **First Monday in December** – City to provide Associations with upcoming years dates

If City determines Association is consistently late with submitting required documentation by the due date, the City will deny access to fields, lights, restrooms, and concessions until documentation is received, and may terminate this Agreement.

EXHIBIT C  
2026 Dates

Spring 2026

Fields Open	Feb. 9, 2026	Fields Close	May 25,2026
Practice starts	_____	Practice ends	_____
Games start	_____	Games end	_____
Tryouts (July)	_____		
Tournament Dates	_____		
Built-in Bye Week	_____		
Draft Dates (if fields are needed)	_____		

Fall 2026

Fields Open	August 3,2026	Fields Close	Dec. 3, 2026
Games start	_____	Games end	_____
Tournament Dates	_____		
Draft Dates (if fields are needed)	_____		
Point of Contact for Parks, Recreation and Strategic Asset Manager	_____		

Schedule of Board Meetings

Date	Meeting Location	Time
January ____ 2026	_____	
February ____ 2026	_____	
March ____ 2026	_____	
April ____ 2026	_____	
May ____ 2026	_____	
June ____ 2026	_____	
July ____ 2026	_____	
August ____ 2026	_____	
September ____ 2026	_____	
October ____ 2026	_____	
November ____ 2026	_____	
December ____ 2026	_____	

March 27, 2026 – Softball fields closed for event prep.



March 28, 2026, Baseball and Softball fields closed all day, soccer fields close at 1:00 pm for Egg-Streme Easter Hunt.

**Exhibit "D"**  
**CITY OF CORINTH**  
**CO-SPONSORSHIP GROWTH APPLICATION**

<b>Section 1: ASSOCIATION INFORMATION</b>		Is association a registered non-profit organization: Yes or No	
Association Full Name:		Tax ID:	
Street Address:		Contact Name:	Contact Phone Number:
City, State, Zip Code:		Contact Email Address:	
<b>SECTION 2: BRIEF DESCRIPTION GROWTH WITHIN ASSOCIATION JUSTIFYING ADDITIONAL FIELD SPACE</b>			
<b>SECTION 3: ASSOCIATION REQUIREMENTS</b>			
<b>A. Participant Information:</b>			
How many participants does your association service?	Fall:	Spring:	
How many participants are Corinth residents?	Fall:	Spring:	
Anticipated growth, residents?	Fall:	Spring:	
Anticipated growth, non-residents?	Fall:	Spring:	
<b>B. Field Requirements:</b>			
Current field(s) assignment?	Fall:	Spring:	
What additional field(s) would your association need access to?	Fall:	Spring:	
Does your association require access to lighted fields?	Fall:	Spring:	
How many days a week would your association need access to the fields?	Fall:	Spring:	
What times would your association need access to the fields?	Fall:	Spring:	
What dates would the association need access to the fields for practice, games, playoffs, etc.	Fall:	Spring:	



**Association President:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Please submit application and requested documentation by October 16, 2026.*

## EXHIBIT E

### Adult Softball

2026 Dates	
Spring Season	Dates
Registration Closes	
Payment Due to City	
Men's Season Starts	
Coed Season Starts	
Men's Season Ends	
Coed's Season Ends	
<b>Summer Season</b>	
Registration Closes	
Payment Due to City	
Men's Season Starts	
Coed Season Starts	
Men's Season Ends	
Coed's Season Ends	
<b>Fall Season</b>	
Registration Closes	
Payment Due to City	
Men's Season Starts	
Coed Season Starts	
Men's Season Ends	
Coed's Season Ends	

Adult Softball Team Registration Report - Summer			
Coach	Team	League	Division
Smith	Rangers	Adult Men	2
Johnson	Tigers	Adult Coed	1

EXHIBIT F				
Final Player Roster				
	Participant's #	City	Team Assigned to	Age Group Assigned to
1	15486	Denton	Eagles	
2	15495	Corinth	Crushers	
3	35648	Corinth	Lady Rebels	
4	18439	Highland Village	Butterflies	
5	48753	Lewisville	Lighting	
Final Player Roster Total				
	City	Total		
	Denton	1		
	Corinth	2		
	Highland Village	1		
	Lewisville	1		
	Total	5		

Section H, Item 3.



# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	1/15/2026	<b>Title:</b>	Contract   Lake Cities Soccer Association
<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 checked="" 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

Consider and act on approval of calendar year 2026 and 2027 Co-Sponsorship agreement between the City of Corinth and the Lake Cities Soccer Association for youth soccer and authorize the City Manager to execute the necessary documents.

### Item Summary/Background/Prior Action

The City sponsors associations that coordinate and promote planned athletic activities within the City of Corinth in an effort to provide our Citizens the opportunity to participate in quality recreational sports programs. The Lake Cities Soccer Association is a non-profit, tax-exempt organization that operates recreational soccer youth programs for the City of Corinth.

The sponsorship agreement provides that the association may utilize public athletic facilities that are provided and maintained by the City. In consideration for the use of those facilities, the Association agrees to abide by the standards, requirements, and guidelines established by the City for all recreational youth sports. The standards and requirements include, but are not limited to the following:

1. Recreational league play, which includes practices and games, must receive top priority when scheduling field allotments.
2. Maintain a minimum of 51 percent of the association active membership that must reside in Corinth.
3. Association will collect non-residential and participation fees on behalf of the City.
4. Will maintain budget and fiscal controls as established by the City.
5. Agrees to abide to the City's Sign Ordinance requirements regarding location, materials, and size.
6. Agrees to an independent financial audit by the City.
7. Agrees to comply with field usage ordinances as established by City Council.

### Financial Impact

This Contract is for a Co-Sponsorship with the Association, there for the City funds a majority of the field maintenance, lighting, and water with the current Operational and Maintenance Funds that were approved on with the fiscal year 2025- 26 budget. The Association supplements the City's cost by charging \$10 per Corinth resident player and \$20 per Corinth nonresident player. The Association also pays the cost of water to operate the Concession stands.

### Staff Recommendation/Motion

Approve the contract with Lake Cities Soccer Association for youth soccer and authorize the City Manager to execute the necessary documents.

**CITY OF CORINTH  
PARKS AND RECREATION DEPARTMENT  
2026-2027 CO-SPONSORSHIP AGREEMENT FOR YOUTH SPORTS ASSOCIATIONS**

This Co-Sponsorship Agreement, herein called “Agreement” is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2025, between the City of Corinth Parks and Recreation Department, herein called “City”, and Lake Cities Soccer Association, herein called “Association”.

For and in consideration of the mutual undertakings herein set out, the parties agree as follows:

**The Association may utilize public athletic facilities that are provided and maintained by and at the cost of the City, except for those providing their own maintenance, which will be at the expense of the Association. In consideration for the use of those facilities, the Association hereby agrees to abide by the standards, requirements, and guidelines set forth below for all recreational youth sports. Failure to comply with these standards and guidelines may result in restriction of facility use or the termination of the Agreement.**

### SECTION 1. PREMISES AND FIELD ALLOCATION

- 1.01 The City and the Association agree that the Premises are owned by the City and provided for the benefit of all citizens of Corinth. The City shall maintain final approval over the use of the fields and Premises at all times. The City reserves the right to use any field for other events or programs as long as reasonable notice is given to the appropriate Association. Corinth Community Park baseball, football, multi-purpose, soccer and softball fields, and athletic facilities are herein called “Premises” in accordance with the terms of this Agreement.
- 1.02 The City reserves the right to reduce field allocations based on submitted documentation of players registered from the Association. The City will, in turn, provide notification in writing to the Association of the reduction in fields.
- 1.03 The City has approved the following field assignments;
- Baseball Association is assigned Corinth Community Park Baseball fields 4 – 9, backstops 1 – 2, Corinth Community Park Multi-Purpose Fields 1 - 4 (Southside) and two adjoining concession stands.
  - Softball Association is assigned Corinth Community Park Softball fields 1 – 3, backstops 1 – 2, and one adjoining concession stand.
  - Soccer Association is assigned three soccer fields at Corinth Community Park, the football field and open field on the west side of the parking lot and one adjoining concession stand. The City will have control over one soccer field reserved for the City of Corinth's use only. This field is closed to all associations and is open for general public rentals. The Soccer Association may use the City field on weekends for games; the City will have the reserved field Monday through Friday. The city will notify the Association of field assignments one month before the start of each season. The Association will notify the City of field layout, including placement of player benches, two weeks before the start of each season.

- 1.04 If fields are not in use, the City reserves the right to use them. If the city has a rental and the association wants to use fields, priority goes to City rental when less than 48-hour notice is given.
- 1.05 The City also reserves the right to change field or concession assignments.
- 1.06 The Association may **NOT** sell or provide practice/game space to any other person, organization, team, or company. All field rentals, other than Association recreational league practices and games, must be requested and rented through the City Parks and Recreation Department. The Association is only allowed to provide its recreational and select team's practices. All other activities (tournaments, skills clinics, etc.) must be scheduled and approved through the Parks and Recreation Department. Additional fees may apply.
- 1.07 Any outside skills clinics must make field arrangements with the Parks, Recreation, and Strategic Asset Manager. Any skills clinics offered through the Association must provide documentation of instructor being part of the Association. Skills clinics are subject to additional fees for field usage.

## SECTION 2. SEASONS AND HOURS

- 2.01 The City determines all available field allocations and reserves the right to schedule any make-up games or practices based on field availability and conditions. Fields will be made available for practice and games to co-sponsored Associations anytime between the dates outlined in Exhibit A.
- 2.02 All fields must be reserved through the Parks, Recreation, and Strategic Asset Manager for practices and games.
- 2.03 Corinth Sports Association Management System (SAMS) will be used as a master schedule between each association and the City. The Parks and Recreation Department will use the calendar to set lights, base distances, and prep the fields. It is the responsibility of each association to ensure the accuracy of their respective calendar. Changes to the weekly schedule must be made by Thursday at 5:00 pm the week before your event. If you require a rainout reschedule, those changes must be made at least 48 hours in advance of the event. Any practice or game entered with less than 48 hours' notice cannot be guarantee lights or field prep.
- 2.04 Association shall submit to the Parks, Recreation, and Strategic Asset Manager actual game and practice schedules; all such actual schedules shall be provided in SAMS excel sheet, and Association shall not block off all fields for the whole day. The form must include the date, time, field, and team names. Failure to submit complete schedules at least three business days before the beginning of practice season and game season and in the required format will result in a delay of the start of the season. **Schedules must be submitted in complete form.** The City will work with associations the first week of each season regarding scheduling that is outside of their control, for example, interlock scheduling. If practices are added after the initial SAMS import, the Association must enter practices themselves or send the City a list of only the practices that need to be added, in SAMS form.
- 2.05 Actual game and practice schedules must be entered into and reflected in SAMS. The City uses the schedule provided by Association to set lights, base distances, prepare fields, and set staff

schedules for rounds, if Association has entered a game or practice schedule in SAMS and fails to utilize the reserved field(s) during a time identified in SAMS, Association shall pay all fees for field rental and preparation based upon the then current City ordinance. Fees are currently set as follows but are subject to increase without notice to reflect the City ordinance in effect at the time: at \$20 an hour for each unlit field, \$50 an hour for each lit field, \$50 for painted fields, and \$75 for fully prepped fields.

- 2.06 The Premises are closed to reservations during the winter months of December and January and during the summer months of June and July.
- 2.07 For baseball and softball use during the month of June;
- a. There will be no field prep.
  - b. No mound repair done between practices
  - c. The schedule needs to be submitted in the correct SAMS excel sheet three days before the first practice is meant to start. Practice will start three business days after the practice schedule is submitted.
  - d. Fieldwork will be going on during this time, so please note that field conditions may not be “game ready satisfaction.”
  - e. Teams, rec and select, will be limited to 2 hours of practice per week/per team
  - f. Softball fields will be open on Monday and Tuesday for practice for All-Star and select practices only
  - g. Baseball fields will be open Tuesday – Thursday for All-Star and select practices only
- 2.08 The City will be renting the Baseball and Softball fields to outside companies to host several tournaments throughout the year. Please refer to Exhibit C for the dates of possible tournaments.
- 2.09 The City will be working with a local charter school to use the fields as their home fields for baseball, softball, and soccer. The city will schedule practice around league practice and games. Their game schedule will be as follows;
- Soccer (6 teams); 8 home doubleheader games, on 11 v 11 field, from 4:30 pm – 7:30 pm. Four Monday – Thursday and four on Friday with no league impact. Four games, on 9 v 9 field from 4:00 pm to 6:00 pm with no league impact.
  - Softball (3 teams); 4 home doubleheader games from 4:30 pm – 8:30 pm and four single games 4:15 pm – 5:30 pm, no impact on the league.
  - Baseball (3 teams); 4 home doubleheader games from 4:30 pm – 8:30 pm and four single games 4:15 pm – 5:30 pm, no impact on the league.

Should one of the scheduled games result in a rainout, City will work with school and league to ensure minimal impact on league play. Makeup games will not be doubleheader games will start will by 4:30 pm with games ending by 6:30 pm. The city will enter the game schedule into SAMS by the end of January to give ample notice. The City will work with the school to spread out the schedule, so the same league teams are not impacted. For example, games will not be played on the same night. They will be throughout the week, Monday – Thursday. If other schools ask to use fields, City will work with the league before scheduling games.

- 2.10 In regards to make-up games due to inclement weather, each Association must provide the City 48 hours’ notice to prepare the fields. If 48 hours’ notice is not given, field prep and lights are not guaranteed. Games must be entered into SAMS.

- 2.11 City will prep all fields on an as-needed daily after the approved schedule of games is provided to the City. Fields will be maintained periodically as needed for practice purposes. All fields will be marked on Fridays for the weekend if requested by Association 10 days before the start of the season. Additional field prep over the weekend is the responsibility of the Association.
- 2.12 City will maintain fields for games Monday through Thursday after the schedule of games is provided and approved by the Parks and Recreation Department. Fields will be marked on the game day.
- 2.13 All games on the Premises must end by 10:00 pm.
- 2.14 Athletic fields are closed between the hours of 7:00 am – 3:30 pm Monday – Friday to allow City crews to maintain fields.
- 2.15 Association shall not schedule games on the Monday following a weekend tournament.
- 2.16 If the Association elects to have access to the game fields during the winter months, they may purchase and have delivered ryegrass to the parks maintenance shed located at 3700 Corinth Parkway. City staff will plant and mow the grass during the winter months.
- 2.17 If ryegrass is actively growing, game fields will be open; however, the restrooms will remain closed. Association will be responsible for providing porta-potties. The fields will be closed if the grass is dormant, the ryegrass does not germinate, or the grass dies.
- 2.18 Game fields will not be irrigated during the winter months due to freezing temperatures, which will damage the irrigation systems.
- 2.19 The City is not responsible if the seed does not germinate or if the grass dies.

### SECTION 3. TOURNAMENTS AND CAMPS

- 3.01 Due to the increase in requests for field allocations to host co-sponsored tournaments and camps, and the added impact on personnel and operational budgets, the City will determine the types of tournaments and camps that will be co-sponsored and the responsibility of the requesting groups when hosting these activities. **Please note that the Association is prohibited from subletting the Premises or transferring Co-Sponsorship Tournament privileges.**
- 3.02 Association Tournament Responsibilities:  
For any tournament that an Association holds, the Association is responsible for all costs regarding the following:
  1. Additional port-a-potty(s)
  2. Additional bleacher placement (rental)
  3. Dumpster fees (size of dumpster depends on size/length of the tournament)
  4. Additional temporary fencing or rental/installation



NOTE: In the event the above services are needed, Association shall submit a request to City at least 14 days before the tournament. The city must approve the companies providing services 1-4, shown above.

### 3.03 Tournaments within the parameters of league play:

- a. Associations that have one pre and post-season tournament as part of the recreational league will be co-sponsored by the City.
- b. Tournaments defined under league play are for league and interlock teams only. No entry fee is assessed for teams to enter the tournament. Teams may only be charged umpire/referee fees. Tournaments classified under this category include end of season tournaments/playoffs and preseason tournaments.
- c. To reserve the fields for league play tournament for the calendar year 2026, requests must be submitted in writing to the Parks and Recreation Department by the fourth Monday in January 2026. Additional tournament field requests will be subject to field availability.
- d. These tournaments may only take place within the allowable season dates according to the Agreement, except for pre-season tournaments. Pre-season tournaments may be held the weekend before league games begin. Game field practices for tournaments scheduled outside of this Agreement will be limited to one hour per team each week.
- e. The city will mark all fields on Friday for the weekend. Additional field prep will be the responsibility of the Association. If the Association needs weekend field maintenance by the Field Crew, a fee of \$75 per field will be charged for morning preparation of the fields, lined and dragged, or \$50 per field for lines only. Payment must be made one week before the tournament.
- f. Association will be responsible for picking up trash. The City will provide extra trash bags if needed.
- g. Association shall submit final tournament game schedules no later than two business days before the tournament start date. The complete schedule shall be submitted in the SAMS excel sheet.

### 3.04 Fundraising tournaments and camps:

- a. The City will co-sponsor two fundraising tournaments and two camps per year at no cost. All co-sponsored tournaments must have one team playing in the tournament that is a current member of the Association hosting the tournament.
- b. Tournaments defined as fundraisers include teams from outside of the league and are charged an entry fee. Invitational and All-Star Tournaments are classified under this category.
- c. To reserve the fields for fundraising tournaments and camps for the calendar year 2026, requests must be submitted in writing to the Parks, Recreation, and Strategic Asset Manager by the fourth Monday in January 2026 . Additional tournament field requests will be subject to field availability.
- h. The city will mark all fields on Friday for the weekend. Additional field prep will be the responsibility of the Association. If the Association needs weekend maintenance by the Field Crew, a fee of \$75 per field will be charged for morning preparation of the fields, lined and dragged, or \$50 per field for lines only. Payment must be made one week before the tournament.
- d. For tournaments that take place during the allowable season dates according to this Agreement, game field practices will be limited to one hour per team each week.

- e. Association will be allowed one fundraising tournament when the fields are closed during the months of June and July. For this tournament, no game field practice will be allowed.
- f. Association is responsible for picking up trash. The City will provide extra trash bags if needed.

Association shall submit the final tournament game schedule to the Parks, Recreation, and Strategic Asset Manager no later than two business days before the tournament start date. The complete schedule shall be submitted in the SAMS excel sheet.

### 3.05 Additional Tournaments:

- a. If the Association wishes to host additional tournaments or camps that are not co-sponsored by the City and fields are not being used for league play or previously rented, fields may be scheduled through the Parks, Recreation, and Strategic Asset Manager
- b. Additional tournaments will be at the current rental rate of \$20/field/hour with no lights and \$50/field/hour with lights. A \$200 deposit is required to be paid in advance to reserve the fields. Approval of the reservation request by the Parks and Recreation Department will depend on field availability. The deposit will be applied to the remaining balance. The deposit is forfeited if the tournament is canceled for any reason.
- c. To reserve the fields for additional tournaments for the calendar year 2026, requests must be submitted in writing to the Parks, Recreation, and Strategic Asset Manager by the fourth Monday in January 2026 . Additional tournament field requests will be subject to field availability.
- d. Tournaments other than those described in Section 3.04 may only take place within the allowable season dates according to the Agreement. Game field practices for tournaments scheduled outside of this Agreement are limited to one hour per team each week.
- e. The Association may charge a tournament gate fee for any tournament. However, 25 percent of the fee must be returned to the City within one week of the conclusion of the tournament. Funds will be deposited in the Community Park Improvement Fund.
- f. The City will mark the fields on Friday for the weekend. Additional field prep will be the responsibility of the Association. If the Association requests weekend maintenance by the Field Crew, a fee of \$75 per field will be charged for morning preparation of the fields, lined and dragged, or \$50 per field for lines only. Payment must be made one week before the tournament.
- g. Association is responsible for picking up trash. The City will provide extra trash bags if needed and requested.

Association shall submit final tournament game schedules to the Parks, Recreation, and Strategic Asset Manager no later than two business days before the tournament start date. The complete schedule shall be submitted in the SAMS excel sheet.

## **SECTION 4. FIELD USAGE ORDINANCES**

City Ordinance mandates the following requirements, and the Association shall comply with them and require its members to comply with them when conducting any activity within the Corinth Parks system and the Premises:

- 4.01 If an outside vendor (non-Association) will sell any goods during any portion of the year, that individual or group will need to purchase a vendor permit. This permit may be purchased at City Hall. The fees are \$30 per day for nonprofit or \$100 per day for profit. (Ordinance No.13-07-18-13).
- 4.02 No alcohol is permitted in any park area, including parking lots. (Ordinance No.97-11-20-31).
- 4.03 The Association will require its members to comply with the No Smoking Ordinance, including cigars, cigarettes, e-cigarettes, and chewing tobacco. (Ordinance No.14-08-07-27).
- 4.04 Vehicles are limited to certain areas. It shall be unlawful for any person to operate or drive any automobile, motorcycle, or other vehicles over or through any park, except along and upon park streets, drives, parkways or boulevards. (Ordinance No.03-06-05-16, section 131.05) of the Corinth Code.
- 4.05 Playground areas, athletic fields, concession/restroom areas. It shall be unlawful for any person to allow any dog or other animal of any type, possessed, kept, or harbored, by him, to enter upon park playground area, an athletic field or surface, or in a concession/restroom area within the parks of Corinth, with the exception of service animals. (Ordinance No.03-06-05-06, section 131.06) of the Corinth Code.
- 4.06 A person commits an offense if the person offers anything for barter or sale, exhibits anything for pay, conducts any place of amusement for which an admission fee is charged, or renders personal service or transportation of any character for hire in any public park in the City without first obtaining the privilege of so doing by contract with the City under such terms and conditions as may be provided by the City Council. (Section 131.001 of the Corinth Code)

## **SECTION 5. LEAGUE MANAGEMENT AND SPORTS GUIDELINES**

- 5.01 The Association agrees to provide a league representative on-site at each game or tournament held on the Premises. The representative must be identifiable by something; hat, shirt, etc. Representation should be their sole job, not be distracted by game or tournament, i.e., not coaching games. If no other representative is available, a coach can be the representative, but that must take top priority over the game, and they should be able to leave the game if needed.
- 5.02 A minimum of 51 percent of the Association's active membership must reside in Corinth.
- 5.03 The Association will submit a participant list of all individuals registered, indicating each participant's number, participant's resident City, the team assigned to, and age group assigned to along with non-resident and participation fees on or before the third Wednesday in March for Spring and the third Wednesday in October for Fall. See **Exhibit G**, for example, of reports needed.
- 5.04 The Association shall conduct background checks annually on team coaches, including all head and assistant coaches, and leadership of the Association. Association agrees to

maintain updated records of background checks and submit copies of these records to the City upon request. Association shall submit copies of records of background checks for new coaches added during the year.

- 5.05 It is recommended that all coaches complete a sport-specific certification program.
- 5.06 Under no circumstance should parents of participants be used as umpires or officials unless they are affiliated with an insured umpires/officials/referee's organization.
- 5.07 In an age division or league, traveling teams shall not be assessed any fees or perform fundraisers to support the higher costs of travel and/or team expenses, i.e., special uniforms, except for expenses associated with postseason all-star teams.
- 5.08 Recreational League Play must receive top priority when scheduling field allotments. In all recreational age groupings, divisions, or leagues, each group shall have equal priority to available field use time. No one team shall be allowed more than four hours' practice time per week.
- 5.09 In age groupings, divisions, or leagues with traveling teams, the number of away games must equal or be less than the number of home games.
- 5.10 The City must approve any expansion or changes in the Association's programming that may affect field preparation or league programming. Requests must be in writing, received, and approved before signing of the Agreement. Association shall submit decisions based on overall benefit to the participants.
- 5.11 The Association will adhere to all City Ordinances that regulate the use of City athletic facilities and City Premises.

## SECTION 6. SELECT/CLUB TEAMS

- 6.01 All Select/Club Teams must register with the Association and pay all registration fees provided in this Agreement. These teams must then coordinate all scheduling (practice and games) through the Association member league that will have final approval as it relates to scheduling.
- 6.02 All players must have the same equal chance to make a select/club team.
- 6.03 When entering select/club team's practices into SAMS, please include the head coach's last name. Example: Crushers Smith
- 6.04 **Recreational League Play, includes practice and games, must receive top priority when scheduling field allotments.**
- 6.05 Select/Club Team field usage cannot have a negative impact upon Recreational League Play or generate excessive field maintenance, as determined by the City.

- 6.06 It is recommended that no one team be allowed more than four hours of practice time per week, and these times should be outside of the Association's regular recreational practice schedule.
- 6.07 The Association shall not allow select/club teams to use the Premises only on a practice field basis. Select/Club teams must be provided League access.
- 6.08 The Association is prohibited from subletting or selling the right to use the Premises to select/club teams.
- 6.9 Each Association will be given one week during July to conduct tryouts. Tryout week must be agreed upon before the start of the season. Tryout week must be turned in with 2024 dates. The tryout schedule must be entered into SAMS two weeks before the start of tryouts. The week must be made up of seven consecutive business days. City fields will be closed on the weekend for City-run tournaments or events approved by the City.

## **SECTION 7. BUDGET AND FISCAL CONTROLS**

- 7.01 Association shall submit financial documents, including bank statements, cash flow reports, and check register (such as Quicken) on second Monday of January, for the previous calendar year. The financial reports must show income, expenses, and all fund balances for all League play and any tournaments or camps. Names of minor officials shall be redacted in any of the above financial reports.
- 7.02 When the league submits financial reports, please be sure to black out bank account numbers. This is done for your league's security and protection.
- 7.03 To assure adequate fiscal control, the Association will:
  - a. Maintain a checking account.
  - b. Not provide cash reimbursement in an amount over \$50.
  - c. Retain all canceled checks and records for three years.
  - d. Require that checks over \$200 be signed by two current members of the board.
  - e. Adopt and maintain Bylaws that require a Board of Directors of at least five members.
  - f. Conduct at least one Board meeting before each season; the meetings must be open to the public and announced on the Association's website at least one week before the meeting.
  - g. Provide written notice, in a word document, to the Parks, Recreation, and Strategic Asset Manager of all upcoming board meetings, including location and start time.
  - h. Allow the Parks, Recreation, and Strategic Asset Manager to attend any board/officers meeting without notice.

- i. Submit documentation to the City that verifies valid nonprofit or 501 C (3) tax-exempt status.
  - j. Include a separate line item within the Association's financial reports for the payment of officials. The name of minor officials shall be redacted.
  - k. Submit accounting reports that detail all financial activity by using an accounting program such as Quicken or another program that is approved by the City.
  - l. Immediately notify the City, in writing, of any financial difficulty or deficits.
- 7.04 If the Association's accounting practices are determined to be fraudulent or mismanaged, the City reserves the right to suspend or terminate this Agreement.
- 7.05 The Association's documentation may be requested at any time and will be due to the Parks, Recreation, and Strategic Asset Manager within ten business days of the request.
- 7.06 To ensure the City is good stewards with publicly funded fields, an independent financial audit of the Association's financial records by a firm hired by the City will be conducted once per year. The City shall report an overview of the audit findings will be reported to the City Council on an annual basis

## SECTION 8. COMMUNICATION

- 8.01 If either party wishes to meet with the other a meeting can be requested, and time and date can be arranged.
- 8.02 Each Association may use City Hall Chambers for larger public meetings. The rental fee for City Hall Chambers is \$50/hour, with a minimum of 2 hours. Dates should be set 30 days in advance.
- 8.03 The City has set up "Athletic Field Closure Alerts" on the City of Corinth website. Association shall encourage participants to sign up for this alert. On days when it is questionable whether fields need to be closed, the City will update this alert and send out a message regarding field status and playability.
- 8.04 For questions regarding this Agreement, field availability, field scheduling, and field maintenance, please contact the Parks, Recreation, and Strategic Asset Manager, Melissa Dolan, at 940-498-7541 or [Melissa.dolan@Cityofcorinth.com](mailto:Melissa.dolan@Cityofcorinth.com).
- 8.05 Each association shall appoint one person to be a point of contact for their respective association. There should be one person to handle scheduling, and the president of each association shall be the point of contact for the contract, field issues, or anything else that needs the City's attention. Please note that all communication needs to go through the point of contact that includes communication from players, parents, and coaches.
- 8.06 Each association shall send an informational email/or post on the website to all participants at the beginning of each season, letting them know the appropriate chain of command. If coaches or parents have issues other than safety, then they should contact

the board directly. If a concern is sent directly to City staff from someone other than the assigned point of contact, we will respond to the sender, letting them know that all issues and concerns must first go through the association.

- 8.07 All maintenance requests must be made in writing to Parks, Recreation, and Strategic Asset Manager, submitted by the point of contact. Requests made to the field crew is not an acceptable form.
- 8.08 Association may also submit questions or concerns through the City's online report and concern module, which can be found online at [www.cityofcorinth.com](http://www.cityofcorinth.com).
- 8.09 Should Associations need after-hours help with field lights, field issues, please call the parks on-call phone for consideration. 940-465-6692.

## **SECTION 9. DOCUMENTS, FEES, AND OFFICERS**

- 9.01 The Association shall submit to the City a copy of its bylaws, 2026 dates, insurance, game and practice schedules in calendar form, health permit, schedule of board meetings, nonresident fees, participation fees, final player rosters; to include participant's number, resident city, the team assigned to, and age group assigned to end of season summary report, and financial statements. All documents are due, in digital format, by the deadlines outlined in **Exhibit B. Exhibits C and F** show examples of what needs to be completed; an electronic copy can be sent if requested.
- 9.02 Association will submit names, addresses, and phone numbers of all officers and Board members within two weeks after election or appointment.
- 9.03 A listing of these documents and fees with due dates is in **Exhibit B**, attached and incorporated herein.

## **SECTION 10. INSURANCE AND INDEMNIFICATION**

- 10.01 The Association shall maintain and keep on file with the City a current certificate of general liability insurance, to pay on behalf of the insured all damages, costs, and claims because of bodily or property damage resulting from or arising out of the use of the City athletic fields, equipment, and other park facilities by the Association, its members and participants.
- 10.02 Limits of such liability coverage shall be not less than the following: Bodily Injury \$1,000,000.00 per aggregate and Property Damage Liability \$500,000.00.
- 10.03 If insurance coverage is scheduled to expire during the term of this Agreement, the Association, must submit a new certificate within ten business days of the expiration date.
- 10.04 The policy must name the City, its officers, and employees as an additional insured party. The insurance policy must be primary and non-contributory as to the City. In the case of a nationally franchised affiliation with a liability insurance program, the City may accept a different coverage if the coverage is greater or equal to the minimum requirements of the City of Corinth.

- 10.05 **The Association agrees to release, indemnify, hold harmless and defend the City, its officers, agents, servants, and employees from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, or omission of the Association, its officers, employees, servants, agents or subcontractors, arising out of, relating to, resulting from, or caused by the performance or failure of performance of any obligation of either party hereunder.**

## **SECTION 11. IMPACT, NONRESIDENT, AND ENHANCEMENT FEES**

- 11.01 The Association shall pay a nonresident registration fee in addition to all other fees required to participate. The Association must pay nonresident player, per season, as required by City Ordinance (02-08-01-25), as amended. All non-resident players utilizing City fields will be charged this fee. This fee will be due on the third Wednesday of March for the spring season and the third Wednesday of October, for the fall season.
- 11.02 The Association will pay a participation fee per child per season for both recreation and select players as required by City Ordinance (02-08-01-25). These fees shall be submitted to the City of Corinth on or before the third Wednesday of March for the spring season and the third Wednesday of October, for the fall season.

## **SECTION 12. CONCESSIONS**

- 12.01 The Association may operate concession stands only in compliance with this section and in regular-season league play and tournaments co-sponsored by the City.
- 12.02 If Association cannot or no longer wishes to run the concession stands, then no concessions will be provided, and the City will not make other arrangements.
- 12.03 If permanent City stands are available on the Premises, they will be available to the Association that have games scheduled at the location.
- 12.04 All food or drinks prepared, served, sold, or stored shall be done so in strict conformity with all City, county, state, and federal laws and regulations. It shall be the Association's responsibility to coordinate all health inspections and licensing for their concession operations. Association is required to present its health permit at least one week before the concession stand opening.
- 12.05 Association's operators must comply with the City of Corinth Ordinance No. 04-05-27-07 regulating food establishments, as amended. Association is required to obtain, at its cost, a City of Corinth Food Services Permit. Permits are issued once a year, spring for softball and fall for baseball and soccer. The permit fee, \$100 per stand, is due to the Corinth Building Permit Department at least seven business days before the start of the season.



- 12.06 Once the permit fee has been paid Association will need to set up a health inspection; information will be provided at the time of payment. Proof of successful inspection is due to the City Building Permit Department at least seven business days before the start of the season. Failure to do so may result in a delay of the opening concession stand.
- 12.07 All Association board members who are working the concession stand will need to obtain a Food Handlers Permit. To do so, each person will need to pay for and successfully pass the Texas Food Handlers Training, <http://www.trainingnow.com>. Upon completion, the Association shall ensure that all individuals preparing or handling food possess a valid Food Handler's Certificate. Copies of all certificates must be kept on-site in the concession stand at all times and made available to City staff upon request.
- 12.08 There must be an Association board member working the concession stand, who has a Food Handlers Permit, to supervisor volunteers at all times.
- 12.09 The Association must pick up litter in the area of their stand daily, including the breakdown of all boxes to be placed in the dumpsters (not in the trash barrels) located at each site. The Association will tie and remove all trash bags from cans that are three fourths full or more and put in the dumpster. Non-compliance with concession and litter collection will result in the forfeiture of concession privileges by the Association.
- 12.10 The Association is only permitted to run a concession stand if they have a current signed Co-Sponsorship Agreement in place with the City.
- 12.11 In December of 2026 City will provide Associations with updated fee amount for the privilege of operating the concession stand during the 2027 year. Payment will be due on the third Wednesday in March.. The Association shall pay a \$100 non-refundable deposit per stand in addition to the concession stand fee.
- 12.12 2026 concession stand fee will be \$2,270, per stand, for the privilege to operate the concession stand. Payment will be due on the third Wednesday in March. The Association shall pay a \$100 non-refundable deposit per stand in addition to the concession stand fee.
- 12.13 All concession stands must maintain a complete first aid kit at the stand.
- 12.14 The Association may not sub-contract the concession operation out to a third party but must operate the stands with its members or parents in accordance with this Agreement.
- 12.15 The Association shall, at all times, maintain the inside of the concession stands and shall be responsible for all fixtures, appliances, and all equipment necessary for storage, preparation, and serving of food and drinks in a clean, safe, sanitary manner commensurate with similar City facilities in compliance with City, County, and State statutes and ordinances and acceptable to applicable agencies. The City shall be responsible for all maintenance and repairs to the building's permanent physical structure, such as electrical wiring, plumbing, and other structural components. Association is responsible for notifying the City immediately if there is an issue with the equipment.
- 12.16 The Association shall be responsible for only the essential appliances turned on during the season's non-use times.

- 12.17 The Association shall at all times be responsible for the sanitary conditions of the walls, ceilings, doors, etc. on the inside of the concession stand.
- 12.18 The Association shall be responsible for the adequate and proper security of the building. Alarm systems and other security devices are optional and may be installed/maintained by the Association, with City's prior written approval. Association shall supply any alarm codes, additional keys, or other mechanisms needed to access the building to the Parks and Recreation Department at no charge. If the Association requests the building to be rekeyed, the City will do so at the cost of the Association once a year.
- 12.19 Any Association having sales of concessions not identified in this Agreement must comply with and pay fees as required under current City ordinances.

### **SECTION 13. FIELD LIGHTS**

- 13.01 The City of Corinth Parks and Recreation Department will maintain all current electrical outlets and pole lights. To help conserve electricity, Association will be given access to the light timers. If the practice is canceled, ends earlier, or for any other reason and the lights are not needed, the Association shall turn the lights off. The Recreation Department will maintain the light schedule and is responsible for changing or adding times. Lights are scheduled to come on 15 minutes before sunset and will be shut off 15 minutes after the scheduled practice or game.
- 13.02 In the event that there are any electrical issues, the Association shall contact the Parks, Recreation and Strategic Asset Manager at (940) 498-7541 or complete a "Report a Concern" form, which can be found online at [www.cityofcorinth.com](http://www.cityofcorinth.com).

### **SECTION 14. AUTO MOWERS**

- 14.01 **Auto Mowers have a set schedule, which is based on schedule in SAMS. Please ensure schedules are up to date so we can schedule mowers correctly.**
- 14.02 **If a mower is on or there is an issue during a practice or game, please call the on-call phone. We can control the mowers remotely. Do not touch them or turn them off, if that happens, we cannot control them remotely until we get out there and get next to the mower to pair again with it. So to save time just call us and we can fix the issue faster than having to drive out to the fields to correct an issue.**
- 14.03 **Please tell your coaches/parents to keep the fields clear at the end of the night. Field rakes/pitching nets/balls – everything needs to be put away in the dugout or on the infield where the mower won't go.**

### **SECTION 15. PERMISSION FOR INSTALLATION, CONSTRUCTION, OR MAINTENANCE**

- 15.01 The Association shall submit to the Parks, Recreation, and Strategic Asset Manager any proposal to install, construct, or modify temporary or permanent structures, signs, equipment, or other related items before the commencement of any work.

- 15.02. All communication regarding maintenance and/or field improvements may only be submitted with the approval of Association's president. All applicable City codes must be followed. Approval of the proposed improvements or construction shall be subject to the sole discretion of the City. These requests must be submitted at least 30 days in advance.
- 15.03 Permanent structures erected by Association or other items modifying a City building or facilities shall be classified as a fixture on City property and shall become the property of the City.

## **SECTION 16. SPONSORSHIPS AND SIGNAGE/BANNERS**

- 16.01 For season advertising, an Association must execute an approved co-sponsorship agreement that is also executed by the City.
- 16.02 Sponsorship agreements are only allowed within the term of this Agreement (commencing on January 15, 2026 and ending on December 31, 2027), and shall not be valid after such end date.
- 16.03 The Association must comply with the City's Sports Association Advertising Policy and the City's Sign Ordinance requirements regarding location, materials, and size of signs and duration signs are permitted.
1. Yard signs may be displayed for any eight weeks before the registration deadline, spring and fall; dates must first be approved to the Parks and Recreation Strategic Asset Manager.. Signs may not be displayed until they have been submitted and approved. The yard signs shall not be greater than 15 sq. feet, 3 x 5.
  2. The City logo must be visible from the street, a minimum of 5 x 6 inches. The City will remove any signposted without the current City of Corinth Logo.
  3. There must be a minimum of 1,000 feet between each sign.
  4. They permitted sign placement: 1 per subdivision entrance, ball field entrance, and at schools—with property owner permission as required by property owner.
  5. Association shall not place signs in medians and State right-of-way (IH35, IH35 Service roads, FM 2181).
  6. The provisions outlined in this section will be enforced by the City of Corinth Code Enforcement Department.
- 16.04 Sponsorship advertisements must be reviewed and approved by the City before placing them on any park property. The advertisements must comply with the following:

1. They must comply with all City Codes. Signage, except city or league logos, may not face streets. Logos must have a 50/50 split to reflect the partnership between Association and City.
2. The Parks Manager must approve all signs and anchoring methods before installation occurs.
3. Sponsorships must be appropriate for youth activities. Sponsorships for alcohol, tobacco, political interests or measures, etc. are not allowed.
4. The appearance of all signage, banners, etc. must be tasteful and may not detract from the overall appearance of the facility.
5. The placement of sponsorship advertisements may not cause damage to any facility.
6. Signs must be properly secured to the fence and remain well maintained, i.e., no rips or sides of the banner hanging down. If banners are not adequately secured or well taken care of, the City in its sole discretion may remove signs and shall not be liable for the costs of the removed signs or banners.
7. Signs must be taken down between seasons. Association has two weeks from the last game to remove signs.
8. Event sponsor must be pre-approved in writing by the City to ensure there is no conflict with the field, park, or facility naming rights.
9. Event signs and banners and locations for display must be pre-approved in writing by the City. Signs are not to exceed four (4) feet by eight (8) feet each. The Association agrees to remove signs after each season.
10. Association agrees the City is not responsible for any damage to the signs or banners.

## SECTION 17. STORAGE CLOSETS

- 17.01 Baseball Association is assigned the storage closet attached to the concession stand # 2 located between fields 6 and 7 and the storage closet attached to the concession stand #1 by field 4. Storage closet #2 will be shared with City equipment
- 17.02 Softball Association is assigned the storage closet attached to the softball complex concession stand.
- 17.03 Soccer Association is assigned the storage closet attached to the soccer complex concession stand.
- 17.04 The City is not responsible for the security or storage of any content on the premises. Each Association acknowledges it is fully responsible for the storage of its contents on-premises.

- 17.05 AED machine will be placed in the storage closet so that Associations can access the machine at all times. If the storage area is not secured, the negligent party will be responsible for any lost or damaged equipment.
- 17.06 The City will have shelving placed in each storage closet. Shelving will be used to store cleaning supplies for restrooms.
- 17.07 Association is responsible for keeping the closet clean and area around irrigation boxes accessible. Staff needs to be able to access irrigation boxes and cleaning rack.
- 17.08 Per fire code electrical closet is to remain empty at all times. Placing anything in the closet is subject to fines/penalties by the Fire Marshall.
- 17.09 Association will be given keys to their respective storage closet(s). Association agrees to maintain updated records of a key log, when keys were given out and returned, and submit copies of these records to the City upon request.

## **SECTION 18. CITY PROCEDURES FOR ATHLETIC FIELD CLOSURES**

- 18.01 The following are reasons for athletics field closure or postponement:
  - a. Fields are too wet for play.
  - b. Athletic fields need to be closed in the interest of participant safety and/or preservation of good playing surfaces.
  - c. Maintenance, renovation, or construction conditions exist.
- 18.02 "Notify Me" alert will be activated by 4 pm on weekdays when conditions are questionable. If fields are in question on Saturday mornings, an alert will be sent out by 7:00 am. An alert will not be sent out on Sunday morning; instead, a field closed signs will be placed out or picked up, depending on conditions. If inclement weather occurs after this time, it will be up to the Association's discretion for play unless otherwise noted on the alert.
- 18.03 If Association cancels practice or games for any reason, including without limitation, weather, reschedule, or conflict, it shall be Association's responsibility to call Musco and turn lights off. If fields are empty during a scheduled event, and lights are on, Association shall be charged applicable fees as set forth in Section 2.05 of this Agreement.
- 18.04 A minimum of 48 hours' notice must be given for makeup/rainout reschedules. Fields may not be prepared, and lights are not activated if notice is not given.

## **SECTION 19. MAINTENANCE STANDARDS FOR PREMISES**

- 19.01 City shall maintain turf areas, including mowing, weed control, fertilizing, and herbicide spraying as allowed by the City's Budget.

- 19.02 Before each season the City will host a field maintenance workshop for baseball and softball on the topic of how to prep fields, this will be mandatory each season for those that will be helping with field prep.
- Spring February 28  
     Softball – 8:00 am – 10:00 am field 1  
     Baseball 10:30 am – 12:30 pm field 4
- Fall August 8  
     Softball – 8:00 am – 10:00 am field 1  
     Baseball 10:30 am – 12:30 pm field 4
- 19.03 The City may request additional funds from the Associations to help pay for the turf overseeding of perennial ryegrass each Fall.
- 19.04 The City shall prepare, chalk, and or paint fields for weekday games. All fields will be marked on Fridays for weekend games. Additional field prep over the weekend will be the responsibility of the Associations. Fields will be maintained periodically as needed for practice purposes.
- 19.05 If fields are closed on Friday due to weather conditions, fields will not be prepped for weekend play. City staff will let the Association know by 11:00 am if City was not able to prep fields.
- 19.06 There will be no field prep should City offices be closed, which includes holidays.
- 19.07 The City shall maintain all bleachers.
- 19.08. The City shall properly secure all soccer goals with proper anchors.
- 19.09 The City shall maintain all shade structures.
- 19.010 The City shall provide and maintain all area and field lighting systems.
- 19.11 The City shall be responsible for the maintenance of all irrigation systems on the Premises.
- 19.12 The City shall be responsible for maintaining adjacent park irrigation systems and the watering of athletic turf areas.
- 19.13 The City shall maintain the restrooms in a sanitary condition during the approved season(s). Restrooms will be closed from December 1 – February 15 for winterization, depending on the severity of the winter, as determined appropriate in the sole discretion of City.
- 19.14 Association shall be responsible for daily practice and game day collection of all litter on the Premises to include playing areas, fences, bleachers, concession stands, and adjacent grounds. (See section 12.09 for collection of litter at concessions.)
- 19.15 All litter shall be placed in the receptacles provided by the City. The City shall provide pick up for these receptacles.

- 19.16 If, within the City’s judgment, the Association does not comply with litter collection, a notification will be issued in writing by the City requesting immediate compliance. If the City deems applicable, further compliance will result in a fee of \$30 per hour/per staff member for litter clean up.
- 19.17 The Association is prohibited from performing any maintenance to any turf or infield areas on the Premises, without written permission from the City.
- 19.18 No “ball toss” or “soft pitch” batting practice is allowed into any chain link fence fabric on the premises.
- 19.19 Metal cleats will be permitted at Corinth Community Park Baseball field four and Softball fields 1 -3. Metal cleats are not allowed on any other City of Corinth field.

## SECTION 20. UNLAWFUL ACTIVITIES

- 20.01 The Association shall not engage in any activities on the Premises, which violate any existing state, federal, local law, or use the Premises in such a manner as to constitute any hindrance for other park patrons engaged in lawful activities.

## SECTION 21. ADULT SOFTBALL

- 21.01 Softball Association agrees to run Adult men’s and coed softball throughout the year.
- 21.02 Association shall complete **Exhibit E** – completing season dates; registration report electronic copy can be sent if requested.
- 21.03 Association will follow the same rules and regulations outlined in this Agreement.
- 21.04 Association will submit all paperwork and follow the deadlines outlined in this Agreement.
- 21.05 Association will pay the City a team participation fee of \$50 for each registered team per season. Payment and team registration report will be due to the City 30 days after the close of each season registration.

## SECTION 22. EXHIBITS

- 22.01 The City and the Association agree that the exhibits attached to this Agreement are incorporated into the Agreement as set out in their entirety. Such exhibits may be modified in accordance with the terms and conditions stated herein. A revised copy shall be provided to all parties. Exhibits are:
  - Exhibit A – Field Allocation and Season Dates
  - Exhibit B – Schedule of Required Documents and Deadlines
  - Exhibit C – 2026 Dates
  - Exhibit D – Co-Sponsorship Growth Application

- Exhibit E – Adult softball dates
- Exhibit F – Final Player Roster
- Exhibit G – Banner and Signs permit application

## **SECTION 23. SCHEDULE OF REQUIRED DOCUMENTS AND DEADLINES**

- 23.01 If Association is consistently late with submitting required documentation by the due date, the City will deny access to fields, lights, restrooms, and concessions until documentation is received and may terminate this Agreement.
- 23.02 Exhibit B summarizes all required documentation due to the City of Corinth, Recreation Division. Association shall submit all forms to the Parks, Recreation, and Strategic Asset Manager at the following address:

Parks, Recreation, and Strategic Asset Manager  
 Corinth Parks and Recreation Department  
 3300 Corinth Parkway  
 Corinth, Texas 76208  
 Phone (940) 498-7508  
 e-mail: [melissa.dolan@cityofcorinth.com](mailto:melissa.dolan@cityofcorinth.com)

## **SECTION 24. TERM**

The Association will sign the Bi-Annual Co-Sponsorship Agreement with the City. The Agreement will be renewed bi-annually for all current Corinth Association members. This Agreement is effective January 15, 2026, through December 31, 2027. The City will provide the 2027 dates and concession stand fees to the associations in December of 2026. Thereafter, the Agreement must be renewed before the Association advertising and taking registration for a new season.

## **SECTION 25. AGREEMENT APPROVAL**

The persons executing the Agreement on behalf of the Association or representing themselves as executing the Agreement on behalf of the Association, warrant that they have been fully authorized by the Association to execute the Agreement and that they will comply and uphold all terms and provisions contained herein.

## **SECTION 26. DEFAULT AND TERMINATION**

If the Association violates any term of the Agreement, or if it fails to timely pay an invoice submitted for a service provided or charge incurred under this Agreement, the City may declare the Association in default and terminate or suspend the Agreement upon ten (10) days written notice. If required documents are not submitted on time, the City reserves the right to deny access to fields, lights, restrooms, and concessions until documentation is received. If the Association loses its co-sponsorship status, they will forfeit all rights to co-sponsored use of all athletic fields, concession privileges, and field lights. Notices are deemed effective upon mailing or personal delivery.



Signed by:

Signature:

Matt Soda

D001F23F8DAC46B...

Association: Lake Cities Soccer

Date: December 22, 2025

City Representative:

Title:

Date:

Exhibit “A”  
FIELD ALLOCATION AND SEASON DATES  
2026

Association	Location	Dates
Baseball Association	Baseball Fields 4-9	Spring February 9 <sup>th</sup> – May 25 <sup>th</sup> Tuesday-Thursday night during the month of June Fall August 3 <sup>rd</sup> – December 4 <sup>th</sup>
	Backstops 1 – 2	January 1 <sup>st</sup> – December 31 <sup>st</sup>
	Multi-Purpose Fields 1-4	Spring February 9 <sup>th</sup> – May 25 <sup>th</sup>
	Southside	Fall August 3 <sup>rd</sup> – December 4 <sup>th</sup>
Softball Association	Softball Fields 1 – 3	Spring February 9 <sup>th</sup> – May 25 <sup>th</sup> Monday/Tuesday night during the month of June Fall August 3 <sup>rd</sup> – December 4 <sup>th</sup>
	Backstops 1 – 2	January 1 <sup>st</sup> – December 31 <sup>st</sup>
Soccer Association	Soccer Fields 3 of 4 fields	Spring February 9 <sup>th</sup> – May 25 <sup>th</sup> Fall August 3 <sup>rd</sup> – December 4 <sup>th</sup>

**Exhibit “B”****SCHEDULE OF REQUIRED DOCUMENTS AND DEADLINES****2026**

1. **Fourth Monday in January** - Association bylaws, board member names, addresses, and phone numbers due.
2. **Fourth Monday in January** - Point of contact for scheduling, contracts, field issues, and field availability due
3. **Fourth Monday in January** - Dates for 2026; practice and game start and end dates, tryout dates for fall and spring, tournament dates and needs, and bye week dates due.
4. **Fourth Monday in January** - Schedule of upcoming board meetings due with the Co-Sponsorship Agreement, or within 48 hours of a called meeting.
5. **Fourth Monday in January** – Financial statements from the previous year.
6. **One week before first practice** - Proof of Insurance due.
7. **Three business days before the first practice** - Practice schedule due in SAMS calendar form.
8. **Three business days before the first game** – Game schedule due in SAMS calendar form.
9. **One week before the concession stand opening** – Valid health permit and food handling card.
10. **Third Wednesday in March** – Spring Nonresident, Participation Fees, Concession Stand Fee, Health Permit, and participation list of all individuals registered due.
11. **Third Wednesday in October** – Fall Nonresident, Participation Fees, and participation list of all individuals registered due.
12. **Third Wednesday in October** – Co-Sponsorship growth application due if the association is needing more field space. See Exhibit “D”
13. **First Monday in December** – City to provide Associations with upcoming years dates

If City determines Association is consistently late with submitting required documentation by the due date, the City will deny access to fields, lights, restrooms, and concessions until documentation is received, and may terminate this Agreement.

EXHIBIT C  
2026 Dates  
Spring 2026

Fields Open	Feb. 9, 2026	Fields Close	May 25,2026
Practice starts		Practice ends	
Games start		Games end	
Tryouts (July)			
Tournament Dates			
Built-in Bye Week			
Draft Dates (if fields are needed)			

Fall 2026

Fields Open	August 3,2026	Fields Close	Dec. 3, 2026
Games start		Games end	
Tournament Dates			
Draft Dates (if fields are needed)			
Point of Contact for Parks, Recreation and Strategic Asset Manager			

Schedule of Board Meetings

Date	Meeting Location	Time
January ____ 2026		
February ____ 2026		
March ____ 2026		
April ____ 2026		
May ____ 2026		
June ____ 2026		
July ____ 2026		
August ____ 2026		
September ____ 2026		
October ____ 2026		
November ____ 2026		
December ____ 2026		

March 27, 2026 – Softball fields closed for event prep.  
March 28, 2026, Baseball and Softball fields closed all day, soccer fields close at 1:00 pm for Egg-  
Streme Easter Hunt.



**Exhibit “D”**  
**CITY OF CORINTH**  
**CO-SPONSORSHIP GROWTH APPLICATION**

<b>Section 1: ASSOCIATION INFORMATION</b>		Is association a registered non-profit organization: Yes or No	
Association Full Name:		Tax ID:	
Street Address:		Contact Name:	Contact Phone Number:
City, State, Zip Code:		Contact Email Address:	
<b>SECTION 2: BRIEF DESCRIPTION GROWTH WITHIN ASSOCIATION JUSTIFYING ADDITIONAL FIELD SPACE</b>			
<b>SECTION 3: ASSOCIATION REQUIREMENTS</b>			
<b>A. Participant Information:</b>			
How many participants does your association service?	Fall:	Spring:	
How many participants are Corinth residents?	Fall:	Spring:	
Anticipated growth, residents?	Fall:	Spring:	
Anticipated growth, non-residents?	Fall:	Spring:	
<b>B. Field Requirements:</b>			
Current field(s) assignment?	Fall:	Spring:	
What additional field(s) would your association need access to?	Fall:	Spring:	
Does your association require access to lighted fields?	Fall:	Spring:	
How many days a week would your association need access to the fields?	Fall:	Spring:	
What times would your association need access to the fields?	Fall:	Spring:	
What dates would the association need access to the fields for practice, games, playoffs, etc.	Fall:	Spring:	
<b>Association President:</b> _____ <b>Date:</b> _____ <p style="text-align: center;"><i>Please submit application and requested documentation by October 16, 2026.</i></p>			

EXHIBIT E

Adult Softball

2026 Dates	
Spring Season	Dates
Registration Closes	
Payment Due to City	
Men's Season Starts	
Coed Season Starts	
Men's Season Ends	
Coed's Season Ends	
Summer Season	
Registration Closes	
Payment Due to City	
Men's Season Starts	
Coed Season Starts	
Men's Season Ends	
Coed's Season Ends	
Fall Season	
Registration Closes	
Payment Due to City	
Men's Season Starts	
Coed Season Starts	
Men's Season Ends	
Coed's Season Ends	

Adult Softball Team Registration Report - Summer			
Coach	Team	League	Division
Smith	Rangers	Adult Men	2
Johnson	Tigers	Adult Coed	1

EXHIBIT F				
Final Player Roster				
	Participant's #	City	Team Assigned to	Age Group Assigned to
1	15486	Denton	Eagles	
2	15495	Corinth	Crushers	
3	35648	Corinth	Lady Rebels	
4	18439	Highland Village	Butterflies	
5	48753	Lewisville	Lighting	
Final Player Roster Total				
	City	Total		
	Denton	1		
	Corinth	2		
	Highland Village	1		
	Lewisville	1		
	Total	5		



## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	1/15/2026	<b>Title:</b>	Contract   Purchase of Backflow devices
<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 renewal for four additional years with Ferguson Waterworks, LLC for domestic water meter backflow devices in the amount of \$45,495 per year and authorize the City Manager to execute the necessary documents.

#### Item Summary/Background/Prior Action

The City of Corinth uses backflow devices on each water meter installed on to the City's water system. These backflows protect the system.

The proposed contract has an initial term of one (1) year, commencing on 1/15/2026 with automatic renewal for 4 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.

Planning is projecting an average of 500 new homes per year over the next 3 years.

#### Financial Impact

Council approved the FY2026 budget for a total of 58,480 for back flows. The actual annual cost of the backflows is not to exceed \$45,495 for the initial year, with an option to renew for 4 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 \$45,495 and will not exceed **\$227,475** over a five-year period.

#### Staff Recommendation/Motion

Staff recommends the City Council approve the annual contract with automatic renewal for four additional years with Ferguson Waterworks, LLC for domestic water meter backflow devices in the amount of \$45,495 per year and authorize the City Manager to execute the necessary documents.



**SERVICE CONTRACT 2026-1013  
NEW DEVELOPMENT METER BACKFLOWS  
THROUGH  
BUYBOARD CONTRACT # 717-23**

This Contract is made and entered into this \_\_\_\_\_ by and between Ferguson Waterworks, 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 November 30, 2026, 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 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 New Development Meter Backflow Purchase 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 # 717-23 – 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 FORTY-FIVE THOUSAND FOUR HUNDRED NINETY-FIVE and No/100 Dollars (\$45,495.00), 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 emailed directly to:

City of Corinth  
Accounts Payable  
[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

Ryan Moore  
General Manager  
Ferguson Waterworks  
2650 S. Pipeline Rd  
Euless, TX 76040

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**

**FERGUSON WATERWORKS**

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

\_\_\_\_\_  
**Ryan Moore, General Manager**

**ATTEST:**

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

## Attachment A – Scope of Services

### 1. Project Overview

The purpose of this Scope of Work is to define the requirements for the purchase and delivery of **500 lead-free 3/4-inch meter nut × male iron pipe (MIP) dual check valves** for use within the City's potable water distribution system. These valves will support service line replacements, new meter installations, and backflow protection compliance.

### 2. Product Specifications

#### 2.1 Valve Requirements

The supplied valves shall meet the following minimum specifications:

- Size: **3/4"**
- End Connections: **Meter nut × MIP (male iron pipe)**
- Type: **Dual check valve**
- Material: **Lead-free brass**, compliant with:
  - **NSF/ANSI 61** (Drinking Water System Components – Health Effects)
  - **NSF/ANSI 372** (Lead Content Certification)
- Rated for potable water use
- Rated working pressure: **Minimum 150 PSI**
- Temperature rating suitable for potable water distribution systems
- Check assemblies shall be corrosion-resistant and suitable for long-term outdoor/underground service

#### 2.2 Performance

- Valves must provide reliable backflow prevention from residential service lines.
- Must be compatible with standard 3/4" water meters and service line appurtenances.
- Flow capacity shall meet or exceed typical residential water service demands.

### 3. Quantity

- **Total: 500 dual check valves**
- Vendor shall supply all units as a single shipment unless otherwise approved by the City.

### 4. Delivery Requirements

- Delivery Location: **City of Corinth – Public Works  
1200 N. Corinth St. Corinth, Texas 76208  
Call Rusty Guzman at 940-498-7520 to schedule delivery.**
- Delivery shall include:
  - Palletized, shrink-wrapped materials
  - Packing slip listing quantities and part numbers
- All freight, handling, and delivery costs included by vendor.

#### 4.1 Delivery Timeline

- Products must be delivered before contract expiration date

### 5. Warranty

- Vendor shall provide a **minimum one-year manufacturer's warranty** covering materials and workmanship defects.
- Defective units shall be replaced by vendor at no cost to the City.

### 6. Submittals

The vendor shall provide the following at time of purchase:

- Manufacturer technical datasheet
- NSF/ANSI certifications (61 & 372)
- Product warranty information
- Material composition documentation (lead-free compliance)

### 7. Acceptance

The City will inspect materials upon delivery. Valves not meeting specifications will be returned at vendor expense.

## 8. General Requirements

- All products must be new, unused, and of current production.
- No substitutions permitted without prior written approval.
- Vendor must comply with all applicable federal, state, and local regulations regarding potable water system components.

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



## Attachment B

**STANDARD TERMS AND CONDITIONS**

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

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

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

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

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

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

**13. CONTRACT ENFORCEMENT:**

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

**14. DELIVERY:**

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

**15. ETHICS:** The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City except in accordance with City Policy.**16. EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this bid/proposal packet will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their bid/proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the bid/proposal packet. The City of Corinth reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.**17. FELONY CRIMINAL CONVICTIONS:** The Respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Respondent has fully advised the City as to the facts and circumstances surrounding the conviction.**18. FORCE MAJEURE:** *Force majeure* is defined as an act of God, war, strike, fire or explosion. Neither the successful Respondent nor the City is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.**19. INDEMNITY AGREEMENT:** The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

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

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

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

- 34. REQUIRED DOCUMENTATION:** In response to this bid/proposal packet, all required documentation must be provided.

- 35. SALES TAX:** The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.

- 36. SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.

- 37. SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.

- 38. SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the Contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the Contract shall apply without qualification to any services performed or goods provided by any subcontractor.

- 39. TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the taxes or other debts against the same.

- 40. TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract in the manner set forth in the attached Contract.

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

- 41. TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a ten (10) day written notice prior to any cancellation. The successful Respondent must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract immediately without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.

- 42. TRAVEL AND DIRECT CHARGES:** The City shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.

- 43. VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.

- 44. WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn any time prior to the official opening, as long as the request is received in writing from an authorized representative.

**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 Electronically Filed and Signed;  
and acknowledged by Purchasing**





FERGUSON WATERWORKS, LLC  
FERGUSON WATERWORKS #995  
1021 SHADY OAKS DRIVE  
DENTON, TX 76205-7939  
Phone: 940-287-6173

Deliver To:

From: Brett Gay  
brett.gay@ferguson.com

Section H, Item 5.

Comments:

12:51:38 OCT 27 2025

Page 1 of 1

FERGUSON WATERWORKS #788

Price Quotation

Phone: 940-287-6173

**Bid No:** B612345  
**Bid Date:** 10/08/25  
**Quoted By:** BJG

**Cust Phone:** 940-498-3224  
**Terms:** NET 10TH PROX

**Customer:** CITY OF CORINTH  
3300 CORINTH PKWY  
CORINTH, TX 76208

**Ship To:** CITY OF CORINTH  
3300 CORINTH PKWY  
CORINTH, TX 76208

**Cust PO#:** BUYBOARD 717-23

**Job Name:** DUAL CHECKS

Item	Description	Quantity	Net Price	UM	Total
FHHS38323NL	BUYBOARD 717-23 LF 3/4 MTR X MIP STRT DUAL CHK VLV	500		EA	
			<b>Net Total:</b>		
			<b>Tax:</b>		\$0.00
			<b>Freight:</b>		\$0.00
			<b>Total:</b>		

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>  
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to  
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1241&on=47179>

# CERTIFICATE OF INTERESTED PARTIES

Section H, Item 5.

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:  
2025-1393030

Date Filed:  
11/24/2025

Date Acknowledged:

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

Ferguson  
Tyler, 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.**

Brass 25/26  
Service brass

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 Steven Schwartz, and my date of birth is \_\_\_\_\_.

My address is 7982 US HWY 69 N, Tyler, TX, 75706, US.  
(city) (state) (zip code) (country)

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

Executed in Smith County, State of Texas, on the 24 day of November, 20 25.  
(month) (year)

*Steven Schwartz*

Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

Section H, Item 5.

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:  
2025-1393030

Date Filed:  
11/24/2025

Date Acknowledged:  
11/24/2025

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

Ferguson  
Tyler, 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.**

Brass 25/26  
Service brass

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

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



### 6 UNSWORN DECLARATION

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

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(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)

**Attachment D – Vendor’s Cooperative Contract Documentation  
with BUYBOARD CONTRACT # 717-23**

October 9, 2023

Sent Via Email: [patrick.day2@ferguson.com](mailto:patrick.day2@ferguson.com)

Patrick Day  
Ferguson Enterprises, LLC dba Ferguson Waterworks  
4655A Buford Hwy  
Norcross, GA 30071

Welcome to BuyBoard!

**Re:** *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 717-23, Water Utility Meters and Monitoring 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 December 1, 2023 through November 30, 2024, 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. 717-23 at: [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

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

A list of Cooperative members is available on the [buyboard.com](http://buyboard.com) website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need 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 contact me at [bids@buyboard.com](mailto:bids@buyboard.com).

Sincerely,

*Kristin Gardner*

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

October 9, 2023

Sent Via Email: patrick.day2@ferguson.com

Patrick Day  
Ferguson Enterprises, LLC dba Ferguson Waterworks  
4655A Buford Hwy  
Norcross, GA 30071

Welcome to BuyBoard!

**Re:** *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 717-23, Water Utility and Monitoring 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 December 1, 2023 through November 30, 2024, 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. 717-23 at [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

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

A list of National Cooperative members is available on the [buyboard.com](http://buyboard.com) website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need 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.,  
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

## PROPOSER'S ACCEPTANCE AND AGREEMENT

<b>Proposal Invitation Name</b> Water Utility Meters and Monitoring Systems	<b>Proposal Due Date/Opening Date and Time</b> June 15, 2023, at 4:00 PM
<b>Proposal Invitation Number</b> 717-23	<b>Location of Proposal Opening</b> Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
<b>Contract Term</b> December 1, 2023, through November 30, 2024, with two possible one-year renewals.	<b>Anticipated Cooperative Board Meeting Date</b> October 2023

*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.*

Ferguson Enterprises, LLC

Name of Proposing Company

6/7/2023

Date

4655A Buford Hwy

Street Address



Signature of Authorized Company Official

Norcross, GA 30071

City, State, Zip

Patrick Day

Printed Name of Authorized Company Official

(678) 644-7668

Telephone Number of Authorized Company Official

Sales Manager

Position or Title of Authorized Company Official

(770) 840-9867

Fax Number of Authorized Company Official

54-1211771

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: PWD



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:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
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): N/A

Details of Conviction(s): N/A

Initial: PWD

## 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):

Ferguson Enterprises, LLC

Company Name

4655A Buford Hwy, Norcross, GA 30071

Address

Newport News

City

VA

State

23602

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? \$ N/A 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: PWD

## 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. 2274 effective September 1, 2021), 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 effective September 1, 2021). 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) (effective September 1, 2021).

"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) (effective September 1, 2021).

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: PWD

## 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.]*

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:** PWD

## 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 or other agreement for construction-related goods or services.

Initial: PWD

## 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

Vendor accepts BuyBoard's Red-Lined deviations

Jim Tulberg, Contract Administrator

List and fully explain any deviations you are submitting:

Please refer to the Deviations and Compliance document uploaded on the BuyBoard portal.

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Initial: PWD



## BuyBoard Deviation and Compliance – Ferguson Waterworks

Please see the attached price proposals that include Encoded only meters, AMR Drive By Systems, Fixed-Based Metering Systems, Acoustic Leak Detection, Installation Pricing, Software, and Accessories; all provided at a 15% overall pricing discount.

In addition, Ferguson's Legal and Risk Departments have carefully reviewed the terms in the RFP and have laid out our exceptions and assumptions below. Our team can discuss any remarks or requested changes with our Legal and Risk Departments in further detail to ensure a mutually beneficial agreement for all parties.

### General Terms and Conditions

- E(5). Ferguson takes exception. Global supply chain issues will not allow for products to be supplied/delivered within 10 business days. Normal lead times vary on product type, size, and quantity.
- E(9). Ferguson takes exception to the extent a product warranty is implied by Vendor. All materials are covered by manufacturer warranties only. Vendor only warrants installation to the extent applicable to its scope.

- [REDACTED]
- [REDACTED]

As noted on page 43 of the terms and conditions, these sections are not subject to deviation.

**Any attempted deviation by Vendor to such Terms and Conditions, whether directly or indirectly, shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

## 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: PWD



## 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:

List pricing and discount information is confidential to BuyBoard  
and BuyBoard members only.

(Attach additional sheets if needed.)

Initial: PWD

**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: PWD

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



YES, I agree.

☐ NO, I do not agree.

Initial: PWD

**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: PWD

## 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: PWD



**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: PWD

## 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

Ferguson Enterprises, LLC

Company Name

Patrick Day

Digitally signed by Patrick Day  
Date: 2023.06.07 14:00:48 -04'00'

Signature of Authorized Company Official

Patrick Day, Sales Manager

Printed Name and Title

6/7/2023

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
- Vendor Request to Self-Report BuyBoard Purchases (*Optional*)

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:

Ferguson Enterprises, LLC

(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): VA (Virginia)

**Federal Employer Identification Number:** 54-1211771  
(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.)

Ferguson Enterprises, LLC dba Ferguson Waterworks





12500 Jefferson Ave  
Newport News, VA 23602  
757-874-7795

[www.ferguson.com](http://www.ferguson.com)

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To Whom It May Concern,

Effective March 31, 2019, Ferguson Enterprises, Inc. became Ferguson Enterprises, LLC (Ferguson). As a result of the name change, we would like to provide you with the most recent W-9 Form attached for your records.

This change for income tax purposes requires the corporate income tax from the LLC to be reported under the parent company, now Ferguson US Holdings Inc (FUSI). As a result of this change all federal documents, like W-9s and 1099s etc., are required to follow this rule and therefore, will all show the parent company. At the time of the entity conversion Wolseley Investments Inc (WII) was Fergusons parent company. Because of this this federal W-9 requirement it was determined that we should also change the parent company name to Ferguson US Holdings Inc. for consistency when providing W-9s to vendors. Effective May 2019 we changed the name of WII to Ferguson US Holdings. We are currently waiting for the IRS to confirm the name change.

Contracts and exemption certificates may still be under Ferguson Enterprises LLC since that is the company doing the business, however we are unable to provide a W-9 that shows Ferguson as the company on line 1 with the corresponding EIN. We can provide other backup from the IRS identifying Ferguson Enterprises LLC and its corresponding EIN of **54-1211771**. Please find attached a copy of the IRS confirmation letter for Ferguson Enterprises LLC and its EIN. In addition, the W-9 does provide a section for disregarded entities & DBAs on line 2 which we have entered Ferguson Enterprises LLC to show the relationship.

If you have any questions, please feel free to contact me at [nola.jackson@ferguson.com](mailto:nola.jackson@ferguson.com) or 757-223-6465.

Regards,

Nola Jackson  
Tax Manager - Business Support  
Ferguson Enterprises, LLC

Form **W-9**  
(Rev. October 2018)  
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**FERGUSON US HOLDINGS, INC**

2 Business name/disregarded entity name, if different from above  
**FERGUSON ENTERPRISES, LLC (FEIN 54-1211771)**

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

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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) **5**

Exemption from FATCA reporting code (if any) **E**

(Applies to accounts maintained outside the U.S.)

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

6 City, state, and ZIP code  
**NEWPORT NEWS, VA 23606**

7 List account number(s) here (optional)

8 Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

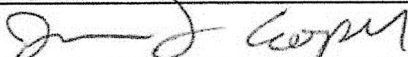
5	4	-	1	4	7	3	3	3	8
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## Part II Certification

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 ►  Date ► **1/10/2023**

## 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).

## Purpose of Form

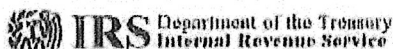
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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



OGDEN UT 84201-0046

In reply refer to: 0423488685  
June 06, 2019 LTR 3064C 0 R  
54-1211771 000000 00  
00021942  
BODC: LM

FERGUSON ENTERPRISES LLC  
12500 JEFFERSON AVE  
NEWPORT NEWS VA 23602-4314



026530

Taxpayer identification number: 54-1211771  
0423488685

Dear Taxpayer:

Thank you for your correspondence dated April 5, 2019.

We have updated your account to reflect your state conversion. We have approved your election to be classified as a disregarded separate entity with an effective date of March 31, 2019.

If you need any forms, schedules, or publications mentioned in this letter, you can get them by visiting our website at [www.irs.gov/formspubs](http://www.irs.gov/formspubs) or by calling toll-free at 800-TAX-FORM (800-829-3676).

If you have questions, you can call the Entity Dept. at 801-620-6449 between 12:01 a.m. and 11:59 p.m. MDT.

If you prefer, you can write to the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( ) \_\_\_\_\_ Hours \_\_\_\_\_

Keep a copy of this letter for your records.

Thank you for your cooperation.

0423488685  
June 06, 2019 LTR 3064C 0 R  
54-1211771 000000 00  
00021943

FERGUSON ENTERPRISES LLC  
12500 JEFFERSON AVE  
NEWPORT NEWS VA 23602-4314

Sincerely yours,



Joe I. Jacquez  
Entity Department Manager

Enclosures:  
Copy of this letter

**Ferguson Enterprises, LLC utilizes the following DBA names:****Current and Former dba Names**

<b>Entity Name</b>	<b>Tax ID No.</b>	<b>Entity Name</b>	<b>Tax ID No.</b>
A.P. Supply Company	54-1211771	J & G Products	54-1211771
ACF Environmental	54-1211771	J.D Daddario Company	54-1211771
Action Automation	54-1211771	Joseph G. Pollard Co	54-1211771
Action Plumbing Supply	54-1211771	Karl's Appliances	54-1211771
Action Supply Co.	54-1211771	Kitchen Art	54-1211771
ADL	54-1211771	Lighting and Appliance	54-1211771
Airefco	54-1211771	Lighting Design Center	54-1211771
Alaska Pipe & Supply	54-1211771	Lighting Plus	54-1211771
AMS Steam Products	54-1211771	Lighting Unlimited	54-1211771
Andrews Lighting & Hardware Gallery	54-1211771	Lincoln Products	54-1211771
BAC Appliance Center	54-1211771	Linwood Pipe and Supply	54-1211771
Bath + Beyond	54-1211771	Louisiana Utilities Supply Company	54-1211771
Blackman Plumbing Supply	54-1211771	LUSCO	54-1211771
Brock-McVey	54-1211771	McFarland Supply	54-1211771
Bruce-Rogers Company	54-1211771	Meyer Appliance	54-1211771
Cal-Steam	54-1211771	Michigan Meter	54-1211771
Capital Distributing	54-1211771	Mission Valley Pipe	54-1211771
Caynon Pipe & Supply	54-1211771	Mississippi Utility Supply Co. (MUSCO)	54-1211771
CFP	54-1211771	Moore Industrial Supply	54-1211771
City Lights Design Showroom	54-1211771	Old Dominion Supply	54-1211771
Cline Contract Sales	54-1211771	PL Sourcing	54-1211771
Custom Lighting & Hardware	54-1211771	Plumb Source	54-1211771
Davies Water	54-1211771	Plumbers Supply Company of St. Louis	54-1211771
Dealernet	54-1211771	Plumbing Decor	54-1211771
Duhig Stainless	54-1211771	Pollardwater	54-1211771
Equarlus Waterworks, Meter & Automation Group	54-1211771	Powell Pipe & Supply Co.	54-1211771
Factory.Direct Appliance	54-1211771	Power Process Equipment	54-1211771
Ferguson Bath & Kitchen Gallery	54-1211771	Professional's Bath Source	54-1211771
Ferguson Bath, Kitchen and Lighting Gallery	54-1211771	PV Sullivan Supply	54-1211771
Ferguson Direct	54-1211771	Ramapo Wholesalers	54-1211771
Ferguson Enterprises of Virginia, LLC	54-1211771	Redlon & Johnson	54-1211771
Ferguson Facilities Supply	54-1211771	Reese Kitchen, Bath & Lighting Gallery	54-1211771
Ferguson Fire & Fabrication International	54-1211771	Rencor Controls	54-1211771
Ferguson Heating & Cooling	54-1211771	Renwes Sales	54-1211771
Ferguson Hospitality Sales	54-1211771	Robertson Supply	54-1211771
Ferguson HVAC	54-1211771	Rybak Engineering	54-1211771
Ferguson HVAC - Lyon.Conklin	54-1211771	S W Anderson	54-1211771
Ferguson HVAC- Air Cold	54-1211771	SG Supply Co.	54-1211771
Ferguson HVAC- EastWest Air	54-1211771	SOS Sales	54-1211771
Ferguson Industrial	54-1211771	Sunstate Meter & Supply	54-1211771
Ferguson Integrated Services	54-1211771	Tarpon Wholesale Supplies	54-1211771
Ferguson International	54-1211771	The Ar-Jay Center	54-1211771
Ferguson Parts & Packaging	54-1211771	The Kitchen Showcase	54-1211771
Ferguson Valve & Automation	54-1211771	The Plumbing Source	54-1211771
Ferguson Waterworks	54-1211771	The Stock Market	54-1211771
Ferguson Waterworks EPPCO	54-1211771	TPW Kitchen & Bath	54-1211771
Ferguson Waterworks International	54-1211771	Triton Environmental	54-1211771
Ferguson Waterworks Municipal Pipe	54-1211771	Uncle Sam Piping Solutions	54-1211771
Ferguson Waterworks - Red Head	54-1211771	Wallwork	54-1211771
Ferguson.com	54-1211771	Waterworks Industries	54-1211771
Founders Kitchen and Bath	54-1211771	Webb-Distributors	54-1211771
Galleria Bath & Kitchen Showplace	54-1211771	Western Air Supply	54-1211771
Grand Junction Pipe	54-1211771	Westfield.Lighting	54-1211771
Henry Kitchen and Bath	54-1211771	Wolseley Financial Services	54-1211771
Hot Water Products	54-1211771	Wolseley Industrial Group	54-1211771
Industrial Hub of the Carolinas	54-1211771	WPCC Forwarding	54-1211771
Inovative Soil Solutions	54-1211771	Wright Plumbing Supply	54-1211771

\*\*\*Last updated 12.12.22\*\*\*

**BOA - Atlanta - 100286**

FEI # (Main branch number)

PO Box 100286

Atlanta, GA 30384-0286

**OVERNIGHT - PKGS**

Bank of America Lockbox Services

FEI # (Main branch number)

Lockbox # 100286

8000 Feldwood Road

College Park, GA 30349

**PNC - Chicago - 802817 Midwest**

FEI # (Main branch number)

PO Box 802817

Chicago, IL 60680-2817

**OVERNIGHT - PKGS**

Ferguson Enterprises Inc

Lockbox 802817

350 East Devon Avenue

Itasca, IL 60143

**BOA - Boston - 417592**

FEI # (Main branch number)

PO Box 417592

Boston, MA 02241-7592

**OVERNIGHT - PKGS**

Bank of America Lockbox Services

FEI # (Main branch number) LB# 417592

MA5-527-02-07

2 Morrissey Blvd.

Dorchester, MA 02125

**PNC - PHILLY- 827066**

FEI # (Main branch number)

PO Box 827066

Philadelphia, PA 19182-7066

**Overnight Address**

PNC Bank

Lockbox 827066

Route 38 and East Gate Drive

Moorestown, NJ 08057

**BOA- Dallas - 847411**

FEI # (Main branch number)

PO Box 847411

Dallas, TX 75284-7411

**OVERNIGHT - PKGS**

FEI # (Main branch number)

Lockbox # 847411

1950 N. Stemmons FRWY

Ste. 5010

Dallas, TX 75207

**PNC - Pittsburgh - 644054**

FEI # (Main branch number)

PO Box 644054

Pittsburgh, PA 15264-4054

**Overnight Address**

PNC Bank

Lockbox 644054

Firstside Center

500 First Avenue

Pittsburgh, PA 15219

**BOA - Los Angeles-740827**

FEI # (Main branch number)

PO BOX 740827

Los Angeles, CA 90074-0827

**OVERNIGHT - PKGS**

Bank of America Lockbox Services

FEI # (Main branch number)

Lockbox 740827

2706 Media Center Drive

Los Angeles, CA 90085-1733



## 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: \$ 2,500,000.00. (The period of the 12-month period is May 2022 / May 2023). 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	Y	Since 2020	Trades, Labor, and Materials
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)	Y	Since 2019	Trades, Labor, and Materials
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 (%): 15

Proposed Discount (%): 15

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.

	Quantity/ Entity Name	Contact	Phone#	Email Address	Discount	Volume
1.	Pickens County, AL	Ben Hannah	(205) 303-9152	Bhannah021@gmail.com	15%	5,500 meters
2.	Lincolnton GA	Adam Minyard	(706) 877-7227	jarwtp@cityoflincolnton.com	15%	1,100 meters, AMR system
3.	Climax GA	Greg Toole	(229) 400-2848	climaxsuper@gmail.com	15%	350 meters, AMR system
4.	Fort Valley GA	Jamie Taylor	(478) 397-8100	jtaylor@fvutil.com	15%	3,600 meters, EO system
5.	Wadley GA	Dwayne Flowers	(706) 306-7537	dflowers@wadleyga.gov	15%	1,000 meters, AMR system

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.)

*Please refer to the following page for our Company Profile.*



## FERGUSON ENTERPRISES, LLC DBA FERGUSON WATERWORKS



**Established in 1953 and headquartered in Newport News, Virginia,** Ferguson Enterprises, LLC opened with several locations dedicated to servicing smaller plumbing contractors. From this modest start, we raised the bar for industry standards as the top-rated and largest wholesale supplier of commercial and residential plumbing supplies in the U.S. However, our expertise goes beyond plumbing. We are a diverse distributor that spans multiple businesses including metering, plant, waterworks, industrial, HVAC/R, and more. Ferguson's expansive product offering allows for the availability of material for on-time jobsite delivery and by leveraging the resources of a nationwide company. Ferguson is positioned to manage the extensive range of projects that this highly specialized industry demands. **Ferguson has over 1,700 branch locations across the U.S, and roughly 300** of those are dedicated to commercial/municipal Waterworks.

Ferguson is a relationship focused business. It is a cultural belief that is demonstrated every day through exceptional customer service, product selection, and industry knowledge. With **70 years of industry experience**, Ferguson is one of the largest suppliers of water, sewer, and storm management products and services to multiple segments of the waterworks sector. Ferguson is part of Ferguson plc, which is listed on the New York Stock Exchange (NYSE: FERG) and the London Stock Exchange (LSE: FERG) and is in the FTSE 100 index of listed companies.

### METER AND AUTOMATION GROUP BACKGROUND (MAG)

When Ferguson deployed its first AMI project in 2008, the decision was made on a national level to invest in substantial sales, installation, and ongoing support resources for AMR/AMI projects with the Meter and Automation Group (MAG). This substantial investment of human and capital resources with a focus specifically on AMR/AMI has allowed us to partner with the top 5-meter manufacturers in the country, specifically proposing the Kamstrup meters and technology for this proposal.

**Our partnerships allow us to provide our customers with AMR/AMI Technology Experts, Meter Testing, System Installation, 3rd Party Data Analytics, Finance Solutions, and more.** Ferguson's MAG has 15 years of experience inclusive of Product Specialists, General, Area, and Sales Managers, IT Integration and Installation Project Managers, and Municipal Sales Associates for additional support.



P.O. Box 400, Austin, Texas 78767  
800.695.2919 • bids@buyboard.com • buyboard.com

## TEXAS REGIONAL SERVICE DESIGNATION

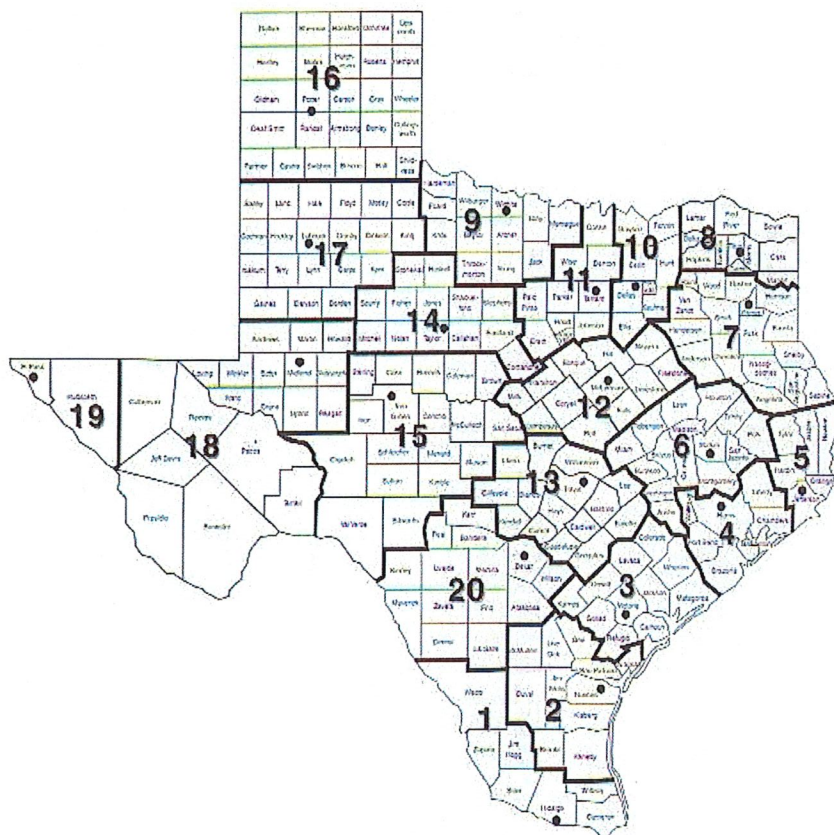
***This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).***

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



*[Handwritten signature]*

## TEXAS REGIONAL SERVICE DESIGNATION

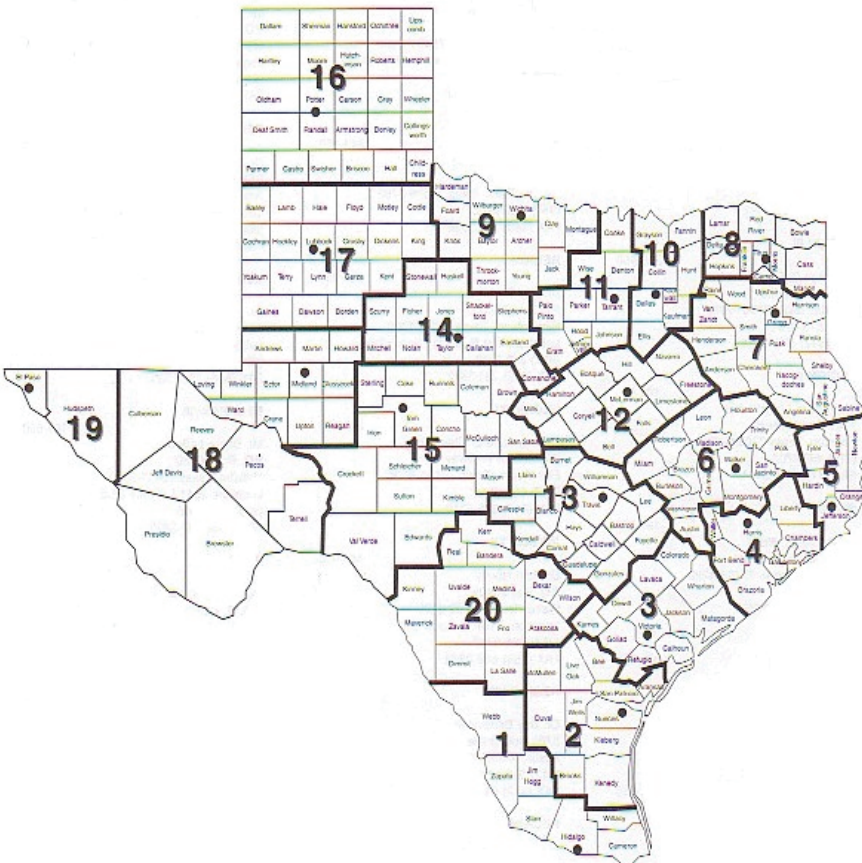
***This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).***

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
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- 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



*This form was completed on the BuyBoard portal.*



## 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

*This form was completed on the BuyBoard portal.*

## NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

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

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

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, 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 Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

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

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

Ferguson Enterprises, LLC

717-23

Name of Vendor

Proposal Invitation Number



Patrick Day

Signature of Authorized Company Official

Printed Name of Authorized Company Official

6/7/2023

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)
Ferguson Enterprises, LLC dba Ferguson Waterworks	Zeb Wright	Address: 2650 S Pipeline Rd. Euless, TX 76040, P: (214)-690-3604, E: zeb.wright@ferguson.com, Fax: (817) 267-3912
Ferguson Enterprises, LLC dba Ferguson Waterworks - Utah	Barry Ferguson	Address: 1492 S 4450 W, Salt Lake City, UT 84104, P: (361) 444-9978, E: Barry.Ferguson@Ferguson.com, Fax: (801) 956-2001
Ferguson Enterprises, LLC dba Ferguson Waterworks - Colorado	Matt Lahrs	Address: 4411 Woods Ave, Loveland, CO 80538, P: (303) 408-5411, E: matthew.lahrs@ferguson.com, Fax: (970) 278-0955
Ferguson Enterprises, LLC dba Ferguson Waterworks - Alabama	Jake Whitfield	Address: 190 Commerce Dr, Pelham, AL 35124, P: (352) 474-3142, E: jake.whitfield@ferguson.com, Fax: (205) 621-5540
Ferguson Enterprises, LLC dba Ferguson Waterworks - Oklahoma	James Duggar	Address: 1820 N Willow Ave, Broken Arrow, OK 74012, P: (682) 358-2682, E: james.dugger@ferguson.com, Fax: (918) 459-9540
Ferguson Enterprises, LLC dba Ferguson Waterworks - North Georgia	Jeff Morrison	Address: 910-A Cobb Pkwy NE, Marietta, GA 30062, P: (470) 941-3667, E: Jeffrey.Morrison@Ferguson.com, Fax: (770) 499-2093
Ferguson Enterprises, LLC dba Ferguson Waterworks - South Georgia	Eric Ledford	Address: 4188 Belair Frontage Road, Augusta, GA 30909, P: (682) 358-2708, E: Eric.Ledford@Ferguson.com, Fax: (706) 855-7204
Ferguson Enterprises, LLC dba Ferguson Waterworks	Patrick Day	Address: 4655A Buford Hwy, Norcross, GA 30071, P: (678) 644-7668, E: Patrick.Day2@Ferguson.com, Fax: (770) 840-9867



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

N/A  
Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

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.

70 years (Established in 1953)

Incorporated: 1982. In March 31, 2019, Ferguson switched over to an LLC.

Not in sale or involved in any transaction that would alter current business or entity.

2. 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.

Our dedicated Ferguson Waterworks, Meter and Automation Group, consists of approx. 120 associates that are specialized in supply, service, and support of Automated Meter Reading (AMR), Advanced Metering Infrastructure (AMI) material, services, and projects

for our manufacturing partner Kamstrup. Please see the attached resumes of some of the key personnel involved in our Group.

BuyBoard's Cooperative Membership will have access to these associates as we deploy AMR and AMI meter reading product and support.

3. **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.

Ferguson Waterworks has a network of roughly 300 Waterworks locations nationwide, and over 1,700 total locations. We have over 400 associates that either directly or indirectly provide services to Municipalities and Water Districts. As we conduct our day to day business, +

We plan to inform our customers of our partnership with BuyBoard, and encourage the involvement and use of this extremely beneficial purchasing cooperative. We have had success in previous years with utilizing BuyBoard. +

We also plan, with the permission of BuyBoard, to include ads, handouts, and posters letting our customers know of our partnership, as we participate in dozens of conferences. Some of these conferences include state and national AWWA events, State Rural Water Conferences, +

Our goal is to inform as many of our Municipal and Water District customers about BuyBoard, and its many benefits as we can, so that they may all have access to our product and services through BuyBoard's AMR and AMI Contract. +

## CONT. QS. 2 PROPOSAL INVITATION QUESTIONNAIRE

### KEY PERSONNEL RESUMES

#### **Zeb Wright | Area Sales Manager**

##### **Ferguson Waterworks – Meter and Automation Group**

**E: [Zeb.Wright@Ferguson.com](mailto:Zeb.Wright@Ferguson.com) | P: (214) 690-3604**

Zeb Wright joined Ferguson Waterworks in 2004. He began his career in Euless, TX, moving through each level of the business, and managing projects in an Inside Sales role. Zeb was then transferred to San Antonio, TX where he managed the new Waterworks counter while performing inside sales duties and managing shipping and receiving logistics. Zeb then took over the Branch Training Manager position for Oregon and SW Washington state. As an additional responsibility, Zeb became the AMR System Support Specialist for that territory and later became a Municipal Outside Sales associate, providing support to Municipalities and Water Districts. During his tenure as a municipal sales associate, Zeb specialized in AMR and AMI projects. In 2010, Zeb Wright accepted a promotion in Texas to become the AMR/AMI Sales Manager and was instrumental in the creation of the Ferguson Meter and Automation Group in the South-Central Waterworks District. In 2014, Zeb then became the Business Development Manager for Ferguson Waterworks' new Meter and Automation Group specializing in Kamstrup AMR/AMI product line.

#### **Patrick Day | Sales Manager**

##### **Ferguson Waterworks – Meter and Automation Group**

**E: [Patrick.Day2@Ferguson.com](mailto:Patrick.Day2@Ferguson.com) | P: (678) 644-7668**

Patrick Day joined the Meter and Automation Group in 2014 after an extensive twenty-four-year career with an international manufacturer and distributor of building products and construction materials. Based in Atlanta, he brings a level of technical expertise to the Ferguson team in the areas of product development, marketing, and training. His focus is on the promotion, sales, and support of Automatic Meter Reading (AMR) and Advanced Metering Infrastructure (AMI) solutions for municipalities and water authorities throughout the Southeast. Patrick holds a B.S. degree in Engineering from Clemson University.

#### **Jake Whitfield | AMI/AMR Specialist in Alabama**

##### **Ferguson Waterworks – Meter and Automation Group**

**E: [jake.whitfield@ferguson.com](mailto:jake.whitfield@ferguson.com) | P: (352) 474-3142**

Jake Whitfield has been in the water meter industry for 5 years. He has worked as both an installation contractor and a sales professional. His experience has been gained through multiple AMR and AMI system deployments large and small in scope, across multiple meter lines. Jake currently represents the Kamstrup meter product line in Alabama for Ferguson's Meter and Automation Group (MAG).

#### **James Dugger | AMR/AMI Specialist in Oklahoma**

**E: [james.dugger@ferguson.com](mailto:james.dugger@ferguson.com) | P: (682) 358-2682**

James Dugger has nearly 20 years in the Municipal Water and Wastewater market. He carries a degree in Construction Management and utilizes his technical expertise in the industry throughout his position. James brings knowledge and experience to the AMR/AMI metering market covering the State of Oklahoma with the Kamstrup meter line. He strives to provide support and relationships with his customers.

**Jeff Morrison, AMR/AMI Specialist in North Georgia**  
**Ferguson Waterworks – Meter and Automation Group**  
**E: [Jeff.Morrison@Ferguson.com](mailto:Jeff.Morrison@Ferguson.com) | P: (470) 941-3667**

Jeff Morrison joined the Ferguson Enterprises Team in 2022. Jeff has been a successful business professional for over 15 years, expertise in customer service, management, technology, and sales throughout his career. Jeff has worked for several companies in the technology field, safety and SAAS technologies. He loves building trusting partnerships with customers throughout the entire project. Jeff has an extensive background in criminal Justice, emergency medical technologies, and SAAS from the Georgia State University / Perimeter College.

**Eric Ledford | AMR/AMI Specialist in South Georgia**  
**Ferguson Waterworks – Meter and Automation Group**  
**E: [Eric.Ledford@Ferguson.com](mailto:Eric.Ledford@Ferguson.com) | P: (682) 358-2708**

Eric Ledford joined the Ferguson Enterprises Team in 2022. Eric has been a successful business professional for over 20 years, with expertise in customer service, management, technology, and sales throughout his career. Eric has worked for several Fortune 50 companies in the technology field. He loves building trusting partnerships with customers throughout the entire project. Eric has a master's degree in business management from the University of South Carolina where he had a scholarship to play collegiate golf.

**Barry Ferguson | AMR/AMI Specialist in Utah**  
**Ferguson Waterworks – Meter and Automation Group**  
**E: [Barry.Ferguson@Ferguson.com](mailto:Barry.Ferguson@Ferguson.com) | P: (361) 444-9978**

Barry Ferguson joined Ferguson Enterprises in 2011 after many years of valuable sales and management experience in the Plumbing and PVF wholesale supply business. With Ferguson, Barry has gained valuable knowledge in the Waterworks, Industrial, Geothermal, HVAC, Builder Sales, and Tool Rental businesses. In 2016, Barry became an Outside Sales Associate covering South Texas for Waterworks, PVF, Plumbing, HVAC, and Builder Sales. It was in this role that Barry began to assist the Meter & Automation Group in promotion and sales. In 2020, Barry accepted a new position with Ferguson Waterworks in the Meter and Automation Group specializing in the Mueller Systems AMR / AMI product line with a territory covering Houston and Southeast Texas. Starting in July 2022, Barry will cover the state of Utah with Ferguson Waterworks Meter and Automation Group promoting Kamstrup and its line of smart metering solutions for water.

**Matt Lahrs | AMR/AMI Specialist in Colorado**  
**Ferguson Waterworks – Meter and Automation Group**  
**E: [matthew.lahrs@ferguson.com](mailto:matthew.lahrs@ferguson.com) | P: (303) 408-5411**

Matt Lahrs joined the Ferguson Waterworks Meter and Automation group in Colorado and Northern Utah as an AMR/AMI Specialist In April 2019. Before joining Ferguson, Matt spent the last 28 years in the Construction Materials Industry, where he gained vast experience providing solutions. He has worked with many engineers in Colorado and pioneered many uses of the product. Throughout his time in the industry Matt has held numerous roles ranging from Technical Salesman to Regional Sales Manager. Matt has the experience and ability to help his customers through unique and specific solutions by covering the state of Colorado with Ferguson Waterworks Meter and Automation Group and promoting Kamstrup water solutions.

4. 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.

Please see the attached Certificate of Insurance and Financials on the following pages.

VERIFICATION OF CURRENT BONDING CAPACITY: Maximum amount of bond authorized to issue:

\$50,000,000 Single \$200,000,000 Aggregate.

No to the best of our knowledge.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No to the best of our knowledge.

6. 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. 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, failure to complete or deliver the work, or termination.

Ferguson is a relationship focused business. It employs approximately over 36,000 associates in over 1,700 locations throughout the United States.

Ferguson purchases from over 35,000 vendors and sells to over 1,000,000 customers. Given its size and scale, it may be issued a claim for

such in the ordinary course of business. However, we have no knowledge at this time of any current or future potential claim

that will have a material impact on Ferguson's ability to perform the requirements of any prospective contract.

7. List all litigation or other legal proceedings (including arbitration proceedings), 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.

Ferguson is a relationship focused business. It employs approximately over 36,000 associates in over 1,700 locations throughout the United States.

Ferguson purchases from over 35,000 vendors and sells to over 1,000,000 customers. Given its size and scale, it regularly engages in litigation

as either plaintiff or a defendant in the ordinary course of business. However, there is no current claim or litigation

that will have a material impact on its ability to perform the requirements of any prospective contract.

## FINANCIALS



- **COMPANY LEGAL STRUCTURE:** Ferguson is a Limited Liability Company (LLC).
- **HEADQUARTER'S ADDRESS:** 12500 Jefferson Ave, Newport News, VA 23602
- **FERGUSON'S FEDERAL TAX ID:** 54-1211771
- **FERGUSON'S D-U-N-S NUMBER:** 00-895-5171
- **E-VERIFY:** 1205487
- **VERIFICATION OF CURRENT BONDING CAPACITY:** Maximum amount of bond authorized to issue: \$50,000,000 Single \$200,000,000 Aggregate.
- **BANK REFERENCE:** Bank of America Acct: 3752290835 for all inquiries please visit [www.bankvod.com](http://www.bankvod.com)

**MAIN CORPORATE SITE:** Ferguson is part of Ferguson plc, which is listed on the New York Stock Exchange (NYSE: FERG) and the London Stock Exchange (LSE: FERG) and is in the FTSE 100 index of listed companies.

Ferguson's earnings statements are located in Ferguson's Annual Report at [www.corporate.ferguson.com](http://www.corporate.ferguson.com). Key sections include our businesses, investors, financial details, media, and sustainability. There is also information on our strategy and links to our business unit websites.



*Ferguson's Corporate Site*



## CORPORATE QUALIFICATIONS – FERGUSON ENTERPRISES, LLC



### Largest Distributor

Offering Customizable Solutions



**36,000+**

Total Associates



**\$29 Billion**

Annual sales in FY 2022



**1,700+**

Total Locations



**Over 1 Million**

Customers Worldwide



**70**

Years of Operation



**Publicly Traded**

Listed on NYSE & LSE



**37,000**

Suppliers

## EQUAL EMPLOYMENT OPPORTUNITY

Ferguson complies with equal opportunity and is strongly committed to providing equal employment opportunity to all associates and all applicants for employment. Additionally, Ferguson (including subsidiaries) expects all associates to comply with all local, state, and federal laws and regulations related to the utilization of Small, Minority, Women, Veteran/Service Disable, Disadvantaged business enterprises. For additional information please visit ([Supplier Diversity, Vendor Partnerships \(ferguson.com\)](https://www.ferguson.com)) We are committed to:

- Developing a diverse workforce and an inclusive working environment everywhere Ferguson has a presence.
- Merit-based people decisions within our organization. Creating an environment free from discrimination and harassment, where all are treated with dignity and respect.
- Encouraging our associates to reach their full potential irrespective of race, color, religion, gender, age, sexual orientation, marital status, disability, or any other characteristic that makes them unique.
- Seeking the competitive advantage of diverse perspectives reflected in our current and future customers and our communities.
- Diversity of thought - letting go of "one right way" in favor of a culture where we learn from each other.



## CERTIFICATE OF LIABILITY INSURANCE

Section H, Item 5.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center		
	<b>PHONE (A/C No. Ext):</b> 1-877-945-7378	<b>FAX (A/C No):</b> 1-888-467-2378	
	<b>E-MAIL ADDRESS:</b> certificates@willis.com		
<b>INSURED</b> Ferguson Enterprises, LLC and Subsidiaries (See Attached Named Insured Schedule) 751 Lakefront Commons Newport News, VA 23606	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> ACE American Insurance Company		22667
	<b>INSURER B:</b> Indemnity Insurance Company of North America		43575
	<b>INSURER C:</b> ACE Fire Underwriters Insurance Company		20702
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

## COVERAGES

CERTIFICATE NUMBER: W28713448

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

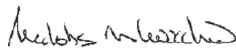
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			[REDACTED]	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 5,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 10,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 10,000,000
	OTHER:						\$
A	<b>AUTOMOBILE LIABILITY</b>			[REDACTED]	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PROPERTY DAMAGE (Per accident) \$				
	<input checked="" type="checkbox"/> Self-Insured <input checked="" type="checkbox"/> Physical Damage						\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	DED						\$
	RETENTION \$						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			[REDACTED]	05/01/2023	05/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A				E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	<b>Workers' Compensation &amp; Employers Liability- AZ/CA/MA/ OR, Per Statute</b>			[REDACTED]	05/01/2023	05/01/2024	E.L. Each Accident \$2,000,000
			E.L. Disease - Pol Lmt \$2,000,000				
			E.L. Disease-Each Emp \$2,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation Policy WLR C70312165 provides coverage for AK, AL, AR, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV  
SEE ATTACHED

## CERTIFICATE HOLDER

## CANCELLATION

Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

Section H, Item 5.

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Ferguson Enterprises, LLC and Subsidiaries (See Attached Named Insured Schedule)	
POLICY NUMBER See Page 1		751 Lakefront Commons Newport News, VA 23606	
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company

NAIC#: 20702

POLICY NUMBER: RWC C70312244

EFF DATE: 05/01/2023

EXP DATE: 05/01/2024

## TYPE OF INSURANCE:

Workers' Compensation &  
Employers Liability - WI  
Per Statute

## LIMIT DESCRIPTION:

E.L. Each Accident  
E.L. Disease -Pol Lmt  
E.L. Disease-Each Emp

## LIMIT AMOUNT:

\$2,000,000  
\$2,000,000  
\$2,000,000



**FERGUSON ENTERPRISES, LLC**  
**ACTIVE DBA SUBSIDIARY LIST**

<b>Entity Name</b>	<b>Entity Name</b>
Aaron and Company, Inc. (effective 5/23/2022)	Ferguson Enterprises LLC dba Plumbers Supply Company of St. Louis (eff 2/16/2022)
AC Wholesalers	Ferguson Enterprises of Virginia, LLC
ACF Environmental (effective 11/16/2020)	Ferguson Facilities Supply (FEI)
Action Automation, a Wolesey Industrial Group company (eff 8/20/2018)	Ferguson Facilities Supply (for Matera Paper -TX only)
Action Plumbing Supply (effective 7/15/2019)	Ferguson Facilities Supply, Dogwood Building Supply Division (eff 10/22/18)
Adirondack Piping Solutions (effective 2/7/2022)	Ferguson Fire & Fabrication, Inc.
ADL (effective 7/16/2018)	Ferguson Fire & Fabrication International
Airefco (effective 11/16/2022)	Ferguson Fire Design, LLC (effective 10/7/2022)
Alaska Pipe & Supply	Ferguson Heating & Cooling
Amerock, LLC (effective 1/11/2021)	Ferguson Hospitality Sales
Amerock Holdings, Inc. (effective 1/11/2021)	Ferguson HVAC – Air Cold
AMS Steam Products (effective 12/13/2021)	Ferguson HVAC – EastWest Air
Andrews Lighting & Hardware Gallery	Ferguson HVAC – Lyon Conklin
The Ar-Jay Center	Ferguson Industrial (effective 3/15/2022)
Atlantic American Fire Equipment Company	Ferguson Integrated Services
Avallon Global	Ferguson International
BAC Appliance Center	Ferguson Panama, S.A.
Bath + Beyond	Ferguson Parts & Packaging
Bayport Partners, LLC	Ferguson Valve & Automation
Blackman Plumbing Supply, LLC (effective 12/11/2018)	Ferguson Waterworks
Brock-McVey (effective 7/30/2018)	Ferguson Waterworks - Municipal Pipe
Bruce-Rogers Company	Ferguson Waterworks - Red Hed
Build.com, Inc. (fka Improvement Direct, Inc.)	Ferguson Waterworks EPPCO
Cal-Steam	Ferguson Waterworks International
Canyon Pipe & Supply (effective 7/26/2021)	Founders Kitchen & Bath, Inc. (effective 4/25/2022)
Capital Distributing (effective 10/29/2018)	Galleria Bath & Kitchen Showplace
City Lights Design Showroom	Grand Junction Pipe (effective 9/24/2018)
CFP	HM Wallace, Inc.
Clawfoot Supply, LLC	Hot Water Products (effective 12/13/2021)
Cline Contract Sales	Hot Water Sales and Associates (effective 12/13/2021)
Columbia Pipe & Supply LLC (eff 3/13/2020)	H.P. Products Corporation
Custom Lighting & Hardware	HP Logistic, Inc.
D2 Land & Water Resource (effective 7/18/2022)	Improvement Brands Holdings, Inc.
Davies Water	Industrial Hub of the Carolinas
DBS Holdings, Inc.	Innovative Soil Solutions LLC (effective 7/29/2019)
Dealernet	James Martin Signature Vanities, LLC (effective 1/28/2019)
Duhig Stainless (effective 3/12/2018)	J&G Products
Energy & Process Corporation	Jones Stephens Corp. (effective 8/13/2018)
Equarius Waterworks, Meter & Automation Group	Jones Stephens Global Sourcing (Wuxi) Ltd. (effective 8/13/2018)
Factory Direct Appliance	J.D. Daddario Company
Ferguson Bath & Kitchen Gallery	Joseph G. Pollard Co.
Ferguson Bath, Kitchen & Lighting Gallery	JWIT Hydrotherapy Bath Solutions (effective 3/16/2020)
Ferguson.com	Karl's Appliances
Ferguson CESCO, Inc.	Kitchen Art (effective 2/4/2019)
Ferguson Direct	Lakeland Plumbing Supply, LLC
Ferguson CeSCO, Inc.	Lighting Design Center
Ferguson Enterprises, Inc.	Lighting Unlimited
Ferguson Enterprises, LLC	Lincoln Products
Ferguson Enterprises LLC dba Henry Plumbing Kitchen & Bath Galleries (eff 2/9/2022)	Linwood Pipe and Supply
Ferguson Enterprises LLC dba Henry Plumbing Supply (effective 2/9/2022)	Living Direct, Inc.
Ferguson Enterprises LLC dba Henry Kitchen & Bath (effective 2/16/2022)	Louisiana Utilities Supply Company

**FERGUSON ENTERPRISES, LLC**  
**ACTIVE DBA SUBSIDIARY LIST**

<b>PAGE 2 - DBA &amp; SUBSIDIARY LIST</b>	
<b>Entity Name</b>	<b>Entity Name</b>
LUSCO	Rybak Engineering (effective 7/26/2022)
Mahwah Realty, LLC	S.W. Anderson Sales Corporation (effective 11/11/2019)
Maskir Properties Inc.	Safe Step Walk in Tub (effective 11/1/2021)
Matera Paper Company, Inc.	Safe Step Walk in Tub, LLC (effective 7/31/2018)
Max Industries, Ltd. (effective 1/28/2019)	SG Supply Co.
McFarland Supply	Ship-Pac
Meyer Appliance (effective 9/20/2021)	Signature Hardware
MFP Design (effective 3/25/2020)	SimplyPlumbing, LLC
Michigan Meter	SOS Sales
Millennium Lighting, Inc. (effective 8/27/2018)	Southampton Realty Corp.
Minka Lighting, LLC (effective 7/25/2022)	Stock Loan Services, LLC
Mission Valley Pipe (effective 6/3/2019)	Sunstate Meter & Supply, Inc. (effective 10/25/2021)
Mississippi Utility Supply Co. (MUSCO)	Supply.com
Moore Industrial Supply (effective 7/12/2021)	Tarpon Wholesale Supplies
Myers HVAC Supply	The Davidson Group
National Fire Products	The Kitchen Showcase (effective 6/21/2021)
New Jersey Plumbing Group, LLC	The Plumbing Source
New York Plumbing Designs, LLC	The Stock Market
North Point Plumbing Supply, LLC	Tinkar Realty, LLC
Old Dominion Supply, Inc. (effective 10/26/2020)	TotalFab, LLC
Orange County Plumbing Group, LLC	TPW Kitchen & Bath
Palm Designs LLC	Triton Environmental (effective 6/27/2022)
PCS Industries	Uncle Sam Piping Solutions (effective 2/7/2022)
PL Sourcing	Wallwork (effective 12/10/2018)
Plumb Source	Wanlyn Realty Corp.
Plumbers Supply Company (effective 1/24/2022)	Waterworks Industries
Plumbing Décor	Webb Distributors
Plumbing Holdings Corp.	Western Air Supply
Pollardwater	Westfield Lighting
Powell Pipe & Supply Co.	Wholesale Group
Power Equipment Direct Inc.	Wholesale Group Operations, Inc.
Power Process Equipment (effective 12/5/2022)	Wolseley (Barbados) Ltd
Process Instruments & Controls, LLC (effective 9/9/2019)	Wolseley de Puerto Rico, Inc.
Professional's Bath Source	Wolseley Financial Services
PV Sullivan Supply	Wolseley Industrial Group
Ramapo Wholesalers	Wolseley Integrated de Mexico S.A. de C.V.
RB Huntington Realty, LLC	Wolseley Investments North America, Inc.
Rencor Controls (effective 3/16/2020)	Wolseley Investments, Inc.
Robertson Supply (effective 11/19/2018)	Wolseley NA Construction Services, LLC
Rocky Hollow Realty, LLC	Wolseley NA Finance, Inc.
Renwes Sales	Wolseley Staffing de Mexico S.A. de C.V.
Redlon & Johnson	WPCC Forwarding
Reese Kitchen, Bath & Lighting Gallery	Wright Plumbing Supply



## VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

**Note:** *This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases.* Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

*By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.*

NAME OF VENDOR: Ferguson Enterprises, LLC

Patrick W. Day

Signature of Vendor Authorized Representative

Printed Name: Patrick Day

Title: Sales Manager

Date: 6/7/2023

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: \_\_\_\_\_

Effective/Start Date for Self-Reporting: \_\_\_\_\_

## 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:** 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.*

### **Section I: Equipment, Products, and Supplies**

1. Discount (%) off catalog/pricelist for **Water Utility Meters and Controllers.**
2. Discount (%) off catalog/pricelist for **Water Utility Meter Software Management and Electronic Monitoring Systems.**
3. Discount (%) off catalog/pricelist for **Automated Water Meter Reading Systems** (offsite/mobile data collection, transmitters, and related components).
4. Discount (%) off catalog/pricelist for **Water Leak, Lead, and Backflow Detection Equipment.**
5. Discount (%) off catalog/pricelist for **Water Leak, Lead, and Backflow Detection Services.**
6. Discount (%) off catalog/pricelist for **All Other Water Utility Meter Supplies and Equipment.**

### **Section II: Installation and Repair Service**

7. **Hourly Labor Rate for Installation/Repair Service of Water Utility Meter Equipment and Products**, not to exceed hourly labor rate for Installation/Repair Service of Water Utility Meter Equipment and Products.

*Please refer to the uploaded document on the BuyBoard portal.*

## 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: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*
  
- ☐ 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.*

- (c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
- (d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

If Vendor is awarded a Contract, updates to pricing during the Contract term shall only be permitted in accordance with the requirements of section E.4 (Awarded Pricing) of these Terms and Conditions. Discount percentages off catalogs or pricelists must remain firm for the full Contract term.

### 3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including, for all tangible goods included in this Proposal Invitation, containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable. All services must comply with applicable industry standards.

### 4. Deviations from Item Specifications or General Terms and Conditions

Other than a deviation submitted in writing with the Proposal and **accepted by the Cooperative**, the Cooperative will hold Vendor accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written. (For requirements for ancillary agreements between Cooperative members and Vendors for specific purchases, see section D.2 (Applicable Terms and Conditions; Ancillary Agreements).)

Vendor must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal on the Deviation and Compliance form (or an attachment thereto) at the time the Proposal is submitted. Deviations must be specific to these Terms and Conditions or the item specifications and clearly identify the specific section or item to which the deviation applies. The Cooperative shall not be deemed to have accepted, and a Contract shall not be subject to, any term or condition included in Vendor's Proposal which differs from these Terms and Conditions unless Vendor has specifically identified the deviation on the Deviation and Compliance form and the deviation is accepted by the Cooperative.

The submission of a deviation or deviations may place Vendor at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).

**The following Terms and Conditions are not subject to deviation. Any attempted deviation by Vendor to such Terms and Conditions, whether directly or indirectly, shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:**

- (a) Section B.9, Requirements of the Texas Public Information Act; Confidential Information;
- (b) Section B.12, Certifications;
- (c) Section D.2, Applicable Terms and Conditions; Ancillary Agreements;
- (d) Section E.6.b, Payments;
- (e) Section E.11, BuyBoard Vendor Information and Reporting of Cooperative Member Purchases
- (f) Section E.12, Service Fee;
- (g) Section E.13, Disclaimer of Warranty and Limitation of Liability;
- (h) Section E.14, Sales Tax;
- (i) Section E.15, Use of BuyBoard Logo and Trade Name;
- (j) Section E.16, Indemnification;
- (k) Section E.17, Intellectual Property Infringement;
- (l) Section E.18, Remedies for Default and Termination of Contract;
- (m) Section E.19, Force Majeure;
- (n) Section F., Miscellaneous, including all subsections (F.1-F.12) thereto.



**Further, any deviation by Vendor which, directly or indirectly, seeks to add terms or requirements substantively similar to the following shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:**

- (a) Any deviation seeking to supersede these Terms and Conditions with Vendor's own agreement form, standard agreement, or terms and conditions;
- (b) Any deviation seeking to require the Cooperative, Cooperative Administrator, or any Cooperative member to indemnify or hold harmless Vendor.

The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Vendor(s) regarding any submitted deviation(s), consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

## **5. Addenda**

Any interpretation, correction or change to this Proposal Invitation will be made by written addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative, by and through the Cooperative Administrator, is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Vendor's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Vendor must acknowledge each addendum in accordance with the instructions accompanying the addendum.

## **6. Samples**

For any commodities included in this Proposal Invitation, the Cooperative, by and through the Cooperative Administrator, or Cooperative member may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, Cooperative Administrator, or requesting Cooperative member, as applicable. The Cooperative Administrator or requesting Cooperative member must receive the sample within such reasonable specified time as requested. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Vendor's name. Vendor's failure to submit a sample when requested will result in the product in question not being considered for award to Vendor.

The Cooperative Administrator or Cooperative member may retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing and if Vendor has included a written return request with a submitted sample, the Cooperative Administrator or Cooperative member will return samples to Vendor at Vendor's expense. Notwithstanding the foregoing, the Cooperative Administrator or Cooperative member may permanently retain samples submitted by awarded Vendors for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. Neither the Cooperative, the Cooperative Administrator, nor a requesting Cooperative member will be liable for samples that are damaged, destroyed or consumed during examination or testing.

## **7. Proposal on All or Certain Items; Service Regions**

Unless otherwise specified, Vendor may propose on any or all items. Vendor should answer all questions related to each item on which Vendor wishes to propose and indicate "No Bid" for those items on which Vendor does not wish to propose. Failure to complete any item in the specifications will be deemed a no bid on that item. The Cooperative will consider items individually and make awards on each item independently, except for related items for which compatibility will be an element of consideration. In such cases, small groups of items may be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify the specific regions or states by product in its Proposal.

**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE  
ADDENDUM NO. 1****Proposal Invitation No. 717-23  
Water Utility Meters and Monitoring Systems**

The following addendum is issued to Proposal Invitation No. 717-23, Water Utility Meters and Monitoring Systems and shall become a permanent part of the Proposal Invitation document:

**NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT**

The National Purchasing Cooperative Vendor Award Agreement form included in the original Proposal Invitation is deleted and replaced with the attached form. Vendors seeking to be considered for a piggyback award to the National Purchasing Cooperative as set forth in the Proposal Invitation must sign and submit the attached National Purchasing Cooperative Vendor Agreement form.

**Please sign and return one copy of this Addendum with your proposal as verification of your receipt and compliance with the information contained in this Addendum.**

Company Name: Ferguson Enterprises, LLC

Address: 4655A Buford Hwy, Norcross, GA 30071

Signature of Authorized  
Company Official: Patricia W. Day

Title: Sales Manager

Telephone Number: (678) 644-7668

Date: 6/7/2023



## 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.

Ferguson Enterprises, LLC

Name of Vendor

717-23

Proposal Invitation Number



Signature of Authorized Company Official

Patrick Day

Printed Name of Authorized Company Official

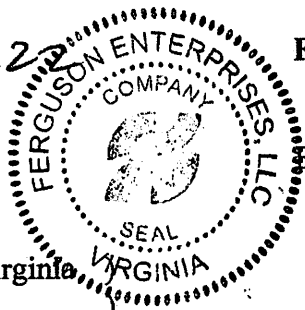
6/7/2023

Date

**SECRETARIAL CERTIFICATE  
OF  
AUTHORIZATION**

The undersigned Assistant Secretary of Ferguson Enterprises, LLC, a Virginia limited liability company (the "Company"), hereby certifies that: i) certain of the Company's facilities in Georgia, Alabama, Oklahoma, Colorado, and Utah are doing business as Ferguson Waterworks, and ii) Patrick Day is an Area Sales Manager in Georgia, Alabama, Oklahoma, Colorado, and Utah, and iii) that the resolutions adopted by the Company's Board of Directors effective July 31, 2021, duly authorize certain of the Company's officers, including the Assistant Secretary, to designate, and I hereby do so designate Patrick Day as an authorized representative of the Company to act for and on behalf of the Company to prepare and submit bids and proposals to the Company's customers, to enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may be deemed in the best interest of the Company, including the execution of bonds and in doing so, to contractually bind the Company. Unless withdrawn sooner, this certification of authorization shall be effective until July 31, 2023.

Dated: 7/29/2022 **FERGUSON ENTERPRISES, LLC**



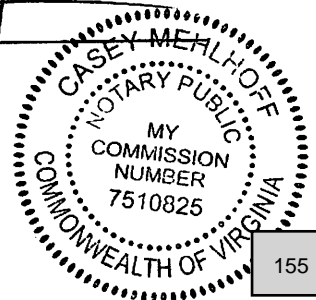
By: Wesley E. Rice  
Wesley E. Rice, Assistant Secretary

Commonwealth of Virginia

City of Newport News

Sworn to subscribed and acknowledged before me this 29<sup>th</sup> day of July, 2022, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia Company, on behalf of such Company.

Casey Mehlhoff  
Notary - Casey Mehlhoff



My commission expires: July 31, 2026

SECRETARIAL CERTIFICATE  
OF  
AUTHORIZATION

The undersigned Assistant Secretary of Ferguson Enterprises, LLC, a Virginia limited liability company (the "Company"), hereby certifies that: i) certain of the Company's facilities in Texas are doing business as Ferguson Waterworks, and ii) Zeb Wright is an Area Sales Manager in Texas and iii) that the resolutions adopted by the Company's Board of Directors effective July 31, 2021, duly authorize certain of the Company's officers, including the Assistant Secretary, to designate, and I hereby do so designate Zeb Wright as an authorized representative of the Company to act for and on behalf of the Company to prepare and submit bids and proposals to the Company's customers, to enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may be deemed in the best interest of the Company, including the execution of bonds and in doing so, to contractually bind the Company. Unless withdrawn sooner, this certification of authorization shall be effective until January 31, 2023.

Dated: 11/30/2021 **FERGUSON ENTERPRISES, LLC**



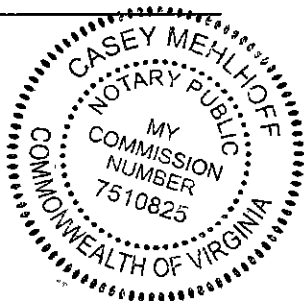
By: [Signature]  
Wesley E. Rice, Assistant Secretary

Commonwealth of Virginia )  
City of Newport News )

Sworn to subscribed and acknowledged before me this 30<sup>th</sup> day of November, 2021, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia Company, on behalf of such Company.

[Signature]  
Notary – Casey Mehlhoff

My commission expires: July 31, 2022



## Ferguson Waterworks Information

Section H, Item 5.

Address: 2650 S Pipeline Rd  
Eules, TX 76040  
Phone: (817) 267-3900  
Fax: (817) 267-3912

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

Patrick Day

Signature

Submitted at 6/12/2023 02:16:06 PM (CT)

patrick.day2@ferguson.com

Email

## Requested Attachments

### BuyBoard Proposal Invitation No. 717-23, Water Utility Meters and Monitoring Systems

ALL FORMS - Extracted from 717-23 RFP - Signed by Ferguson WW.pdf

REQUIRED-In PDF format, upload all 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.)

### Catalog/Pricelist

6.08.23 Buyboard - Ferguson Meter - AMR - AMI - ALD Product.xlsx

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(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

BuyBoard Deviation and Compliance – Ferguson Waterworks .docx

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

BuyBoard - Company Profile of Ferguson Waterworks.docx

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

W9 2023 - Ferguson Waterworks.pdf

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

### Addendum No. 1

Addendum 1 - signed - BuyBoard - Ferguson WW.pdf

Addendum No. 1 REQUIRED - In PDF format, upload addendum document available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

## Response Attachments

Section H, Item 5.

### 1. Ferguson Waterworks WHITE logo - transparent background.png

Ferguson Enterprises, LLC dba Ferguson Waterworks - White Transparent Logo

### 2. Ferguson Waterworks BLUE logo.png

Ferguson Enterprises, LLC dba Ferguson Waterworks - Blue Logo

### 2022 -23 Patrick Day - Secretarial Certificate- Ferguson Waterworks.pdf

Patrick Day - Secretarial Certificate

### 2023 Zeb Wright- Secretarial Certificate - Area Sales.pdf

Zeb Wright - Secretarial Certificate

### 23-24 Certificate of Insurance - Ferguson Waterworks.pdf

2023-2024 Certificate of Insurance - Ferguson WW

## Bid Attributes

### 1 Federal Identification Number

Federal Identification Number

54-1211771

### 2 HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

### 3 No Israel 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 (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

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

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

Yes

### 4 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.

Yes

**5 MWBE/HUB Status Certification**

Section H, Item 5.

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

**13 Vendor Proposal/Contract Contact Name**

Vendor Proposal/Contract Contact Name

**14 Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

**15 Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

<b>1 6</b>	<b>Vendor Proposal/Contact Mailing Address - City</b> Vendor Proposal/Contact Mailing Address - City <input style="width: 90%;" type="text" value="Norcross"/>	Section H, Item 5.
<b>1 7</b>	<b>Vendor Proposal/Contact Mailing Address - State</b> Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) <input style="width: 90%;" type="text" value="GA"/>	
<b>1 8</b>	<b>Vendor Proposal/Contact Mailing Address - Zip Code</b> Vendor Proposal/Contact Mailing Address - Zip Code <input style="width: 90%;" type="text" value="30071"/>	
<b>1 9</b>	<b>Vendor Proposal/Contact Phone Number</b> Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) <input style="width: 90%;" type="text" value="(678) 644-7668"/>	
<b>2 0</b>	<b>Vendor Proposal/Contact Extension Number</b> Vendor Proposal/Contact Extension Number <input style="width: 90%;" type="text" value="No response"/>	
<b>2 1</b>	<b>Company Website</b> Company Website (www.XXXXX.com) <input style="width: 90%;" type="text" value="www.Ferguson.com"/>	
<b>2 2</b>	<b>Purchase Orders Contact Information</b> 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.  <b>Please select options below for receipt of Purchase Orders and provide the requested information:</b> <ul style="list-style-type: none"> <li>• I will use the internet to receive Purchase Orders at the following address</li> </ul> <div style="margin-top: 10px;"> <input style="width: 100px;" type="text" value="Yes"/> </div>	
<b>2 3</b>	<b>Purchase Order E-mail Address</b> Purchase Order E-mail Address <input style="width: 90%;" type="text" value="zeb.wright@ferguson.com"/>	
<b>2 4</b>	<b>Purchase Order Contact Name</b> Purchase Order Contact Name <input style="width: 90%;" type="text" value="Zeb"/>	
<b>2 5</b>	<b>Purchase Order Contact Phone Number</b> Purchase Order Contact Phone Number (xxx-xxx-xxxx) <input style="width: 90%;" type="text" value="(214) 690-3604"/>	



26

**Purchase Order Contact Extension Number**

Section H, Item 5.

Purchase Order Contact Extension Number

No response

27

**Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

No response

28

**Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

No response

29

**Alternate Purchase Order Contact Phone Number**

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

No response

30

**Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

31

**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.

Yes

32

**Request for Quotes (RFQ)**

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

33

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

Request for Quote (RFQ) E-mail Address

zeb.wright@ferguson.com

34

**Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

Zeb Wright

35

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

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

(214) 690-3604

<b>36</b>	<b>Request for Quote (RFQ) Contact Extension Number</b> Request for Quote (RFQ) Contact Extension Number <div style="border: 1px solid black; padding: 2px;">No response</div>	<div style="border: 1px solid black; padding: 2px;">Section H, Item 5.</div>
<b>37</b>	<b>Alternate Request for Quote (RFQ) E-mail Address</b> Alternate Request for Quote (RFQ) E-mail Address <div style="border: 1px solid black; padding: 2px;">No response</div>	
<b>38</b>	<b>Alternate Request for Quote (RFQ) Contact Name</b> Alternate Request for Quote (RFQ) Contact Name <div style="border: 1px solid black; padding: 2px;">No response</div>	
<b>39</b>	<b>Alternate Request for Quote (RFQ) Contact Phone Number</b> Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) <div style="border: 1px solid black; padding: 2px;">No response</div>	
<b>40</b>	<b>Alternate Request for Quote (RFQ) Contact Extension Number</b> Alternate Request for Quote (RFQ) Contact Extension Number <div style="border: 1px solid black; padding: 2px;">No response</div>	
<b>41</b>	<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>	
<b>42</b>	<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> <div style="border: 1px solid black; padding: 2px;">Service fee invoices and notices direct to company</div>	
<b>43</b>	<b>Invoice Company Name</b> Invoice Company Name <div style="border: 1px solid black; padding: 2px;">Ferguson Enterprises, LLC dba Ferguson Waterworks</div>	
<b>44</b>	<b>Invoice Company Department Name</b> Invoice Company Department Name <div style="border: 1px solid black; padding: 2px;">Operations</div>	

45	<b>Invoice Contact Name</b> Invoice Contact Name Lynnsey Bondi	Section H, Item 5.
46	<b>Invoice Mailing Address</b> Invoice Mailing Address (P.O. Box or Street Address) 751 Lakefront Commons	
47	<b>Invoice Mailing Address - City</b> Invoice Mailing Address - City Newport News	
48	<b>Invoice Mailing Address - State</b> Invoice Mailing Address - State (Abbreviate State Name) VA	
49	<b>Invoice Mailing Address - Zip Code</b> Invoice Mailing Address (Zip Code) 23606	
50	<b>Invoice Contact Phone Number</b> Invoice Contact Phone Number (xxx-xxx-xxxx) (970) 596-7128	
51	<b>Invoice Contact Extension Number</b> Invoice Contact Extension Number No response	
52	<b>Invoice Contact Fax Number</b> Invoice Contact Fax Number (xxx-xxx-xxxx) No response	
53	<b>Invoice Contact E-mail Address</b> Invoice Contact E-mail Lynnsey.Bondi@Ferguson.com	
54	<b>Invoice Contact Alternate E-mail Address</b> Invoice Contact Alternate E-mail Address No response	
55	<b>Billing Agent Company Name</b> Billing Agent Company Name No response	
56	<b>Billing Agent Department Name</b> Billing Agent Department Name No response	

57	<b>Billing Agent Contact Name</b> Billing Agent Contact Name <div>No response</div>	Section H, Item 5.
58	<b>Billing Agent Mailing Address</b> Billing Agent Mailing Address (P.O. Box or Street Address) <div>No response</div>	
59	<b>Billing Agent Mailing Address - City</b> Billing Agent Mailing Address - City <div>No response</div>	
60	<b>Billing Agent Mailing Address - State</b> Billing Agent Mailing Address - State (Abbreviate State Name) <div>No response</div>	
61	<b>Billing Agent Mailing Address - Zip Code</b> Billing Agent Mailing Address - Zip Code <div>No response</div>	
62	<b>Billing Agent Contact Phone Number</b> Billing Agent Contact Phone Number (xxx-xxx-xxxx) <div>No response</div>	
63	<b>Billing Agent Contact Extension Number</b> Billing Agent Contact Extension Number <div>No response</div>	
64	<b>Billing Agent Fax Number</b> Billing Agent Fax Number <div>No response</div>	
65	<b>Billing Agent Contact E-mail Address</b> Billing Agent Contact E-mail Address <div>No response</div>	
66	<b>Billing Agent Alternative E-mail Address</b> Billing Agent Alternative E-mail Address <div>No response</div>	
67	<b>Shipping Via</b> Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other <div>Common Carrier</div>	

6  
8**Payment Terms**

Section H, Item 5.

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

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

Vendor's Internal/Assigned Reference/Quote Number

7  
0**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  
1**Electronic Payments**

Are electronic payments acceptable to your company?

7  
2**Credit Card Payments**

Are credit card payments acceptable to your company?

7  
3**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.

7  
4**Company Name**

Company Name

7  
5**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.

7  
6**Region 1**

Region 1 - Edinburg

☐ Region 1

77	<b>Region 2</b> Region 2 - Corpus Christi <input type="checkbox"/> <i>Region 2</i>	Section H, Item 5.
78	<b>Region 3</b> Region 3 - Victoria <input type="checkbox"/> <i>Region 3</i>	
79	<b>Region 4</b> Region 4 - Houston <input type="checkbox"/> <i>Region 4</i>	
80	<b>Region 5</b> Region 5 - Beaumont <input type="checkbox"/> <i>Region 5</i>	
81	<b>Region 6</b> Region 6 - Huntsville <input type="checkbox"/> <i>Region 6</i>	
82	<b>Region 7</b> Region 7 - Kilgore <input type="checkbox"/> <i>Region 7</i>	
83	<b>Region 8</b> Region 8 - Mount Pleasant <input type="checkbox"/> <i>Region 8</i>	
84	<b>Region 9</b> Region 9 - Wichita Falls <input type="checkbox"/> <i>Region 9</i>	
85	<b>Region 10</b> Region 10 - Richardson <input type="checkbox"/> <i>Region 10</i>	
86	<b>Region 11</b> Region 11 - Fort Worth <input type="checkbox"/> <i>Region 11</i>	
87	<b>Region 12</b> Region 12 - Waco <input type="checkbox"/> <i>Region 12</i>	
88	<b>Region 13</b> Region 13 - Austin <input type="checkbox"/> <i>Region 13</i>	

89	<div>Region 14</div> <div>Region 14 - Abilene</div> <div><input type="checkbox"/> Region 14</div>	Section H, Item 5.
90	<div>Region 15</div> <div>Region 15 - San Angelo</div> <div><input type="checkbox"/> Region 15</div>	
91	<div>Region 16</div> <div>Region 16 - Amarillo</div> <div><input type="checkbox"/> Region 16</div>	
92	<div>Region 17</div> <div>Region 17 - Lubbock</div> <div><input type="checkbox"/> Region 17</div>	
93	<div>Region 18</div> <div>Region 18 - Midland</div> <div><input type="checkbox"/> Region 18</div>	
94	<div>Region 19</div> <div>Region 19 - El Paso</div> <div><input type="checkbox"/> Region 19</div>	
95	<div>Region 20</div> <div>Region 20 - San Antonio</div> <div><input type="checkbox"/> Region 20</div>	
96	<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>	
97	<div>Company Name</div> <div>Company Name</div> <div>Ferguson Enterprises, LLC</div>	

98	<b>State Service Designation</b> <div>Section H, Item 5.</div> <p>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.</p> <div>I will not serve all states in the United States</div>
99	<b>Alabama</b> Alabama <input checked="" type="checkbox"/> Alabama
100	<b>Alaska</b> Alaska <input type="checkbox"/> Alaska
101	<b>Arizona</b> Arizona <input type="checkbox"/> Arizona
102	<b>Arkansas</b> Arkansas <input type="checkbox"/> Arkansas
103	<b>California</b> California (Public Contract Code 20118 & 20652) <input type="checkbox"/> California
104	<b>Colorado</b> Colorado <input checked="" type="checkbox"/> Colorado
105	<b>Connecticut</b> Connecticut <input type="checkbox"/> Connecticut
106	<b>Delaware</b> Delaware <input type="checkbox"/> Delaware
107	<b>District of Columbia</b> District of Columbia <input type="checkbox"/> District of Columbia
108	<b>Florida</b> Florida <input type="checkbox"/> Florida
109	<b>Georgia</b> Georgia <input checked="" type="checkbox"/> Georgia



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

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

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

1 4 6	<b>Washington</b> Washington <input type="checkbox"/> <i>Washington</i>	Section H, Item 5.
1 4 7	<b>West Virginia</b> West Virginia <input type="checkbox"/> <i>West Virginia</i>	
1 4 8	<b>Wisconsin</b> Wisconsin <input type="checkbox"/> <i>Wisconsin</i>	
1 4 9	<b>Wyoming</b> Wyoming <input type="checkbox"/> <i>Wyoming</i>	

## Bid Lines

1	<p><b><u>Section I: Equipment, Products, and Supplies</u></b>          Discount (%) off catalog/pricelist for <b>Water Utility Meters and Controllers</b>. <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b></p> <p style="text-align: right;">Total: <span style="border: 1px solid black; padding: 2px 20px;">15%</span></p> <p>Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:</p> <ul style="list-style-type: none"> <li>Select "<b>Add Alternate</b>" for each additional manufacturer product line and/or catalog/pricelist proposed</li> <li>Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed</li> </ul> <p><b>Item Attributes</b></p> <p><b>1. State Name of Catalog/Pricelist Proposed with Discount Percentage</b></p> <p><small><b>NOTE:</b> Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".</small></p> <div style="border: 1px solid black; padding: 2px;">Ferguson Meter 15%</div>
2	<p><b><u>Section I: Equipment, Products, and Supplies</u></b>          Discount (%) off catalog/pricelist for <b>Water Utility Meter Software Management and Electronic Monitoring Systems</b>. <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b></p> <p style="text-align: right;">Total: <span style="border: 1px solid black; padding: 2px 20px;">15%</span></p> <p>Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:</p> <ul style="list-style-type: none"> <li>Select "<b>Add Alternate</b>" for each additional manufacturer product line and/or catalog/pricelist proposed</li> <li>Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed</li> </ul>

## Item Attributes

Section H, Item 5.

### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

Ferguson Meter 15%

### 3 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Automated Water Meter Reading Systems** (offsite/mobile data collection, transmitters, and related components). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 15%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

## Item Attributes

### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

Ferguson Meter 15%

### 4 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Water Leak, Lead, and Backflow Detection Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 15%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

## Item Attributes

### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

Ferguson Meter 15%

5

**Section I: Equipment, Products, and Supplies**

Section H, Item 5.

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

Total: 15%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

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

Ferguson Meter 15%

6

**Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **All Other Water Utility Meter Supplies and Equipment. Catalog/Pricelist**  
**MUST be included or proposal will not be considered.**

Total: 15%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

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

Ferguson Meter 15%

7

**Section II: Installation and Repair Service**

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

Quantity: 1 UOM: Hourly Labor Rate Price: \$562.50 Total: \$562.50

**Response Total: \$562.50**

October 8, 2025

**Sent via email to: [zeb.wright@ferguson.com](mailto:zeb.wright@ferguson.com)**

Zeb Wright  
Ferguson Enterprises LLC /dba/ Ferguson Waterworks  
2650 S. Pipeline Road  
Euless, TX 76040

Re: Water Utility Meters & Monitoring Systems  
BuyBoard Contract 717-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Water Utility Meters & Monitoring Systems, Contract 717-23, for which the current term is set to expire November 30, 2025. At this time, the BuyBoard is renewing your contract through November 30, 2026. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at [jim.tulberg@tasb.org](mailto:jim.tulberg@tasb.org) prior to the start of the renewal term.

**Reminder:** Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal. Updated contract pricing information can be sent to: [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com).

If you have questions or comments concerning this renewal, please contact me as soon as possible at [jim.tulberg@tasb.org](mailto:jim.tulberg@tasb.org). We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

*Jim Tulberg*

Jim Tulberg  
Contract Administrator

Final renewal v.02.17.2025





CITY OF CORINTH

Staff Report

Meeting Date:	1/15/2026	Title:	Contract   Purchase of Sewer Camera
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>		

<div><b><u>Item/Caption</u></b></div> <div> <p>Consider and act on the contract with Patterson Equipment Company to purchase a sewer camera system in the amount of \$178,997 and authorize the City Manager to execute the necessary documents.</p> <div><b><u>Item Summary/Background/Prior Action</u></b></div> <p>Staff recommends the purchase of sewer camera equipment to enhance the City’s ability to inspect and assess the sanitary sewer system in-house. The equipment will be used to proactively identify defects, infiltration, blockages, and structural concerns within sewer mains.</p> <p>Inspection efforts will be strategically guided by the results of the RH Borden sewer system assessment, allowing staff to prioritize known and potential trouble areas rather than relying on reactive or complaint-driven inspections.</p> <p>The purchase includes modifications to the City’s existing inspection trailer to accommodate the new camera system, an extended mainline reel to allow for longer inspection runs of sewer pipe, and associated hardware necessary for field deployment. The system also includes inspection and reporting software that integrates with the City’s existing Cityworks asset management platform, allowing inspection data to be directly tied to sewer assets, work orders, and long-term capital planning.</p> <p>This one time purchase will improve preventative maintenance, reduce reliance on outside consultants for routine inspections, support data-driven rehabilitation planning, and strengthen the City’s overall sewer system management program.</p> <div><b><u>Financial Impact</u></b></div> <p>Council approved the FY2026 budget for a total of 193,000 for the new camera system. The actual annual cost of the camera system is not to exceed \$178,997.</p> <div><b><u>Staff Recommendation/Motion</u></b></div> <p>Staff recommends the City Council approve the contract with Patterson Equipment Company to purchase a sewer camera system in the amount of \$178,997 and authorize the City Manager to execute the necessary documents.</p> </div>
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**SERVICE CONTRACT 2026-1014**  
**CCTV Camera Inspection System**  
**THROUGH**  
**TIPS CONTRACT #221001**

This Contract is made and entered into this \_\_\_\_\_, by and between Patterson Equipment Company 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 May 31, 2026, unless earlier terminated by either party in accordance with the terms of this contract.

**2. SCOPE OF SERVICES**

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance, and licenses as necessary to perform purchase and installation of CCTV Camera Inspection System 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 TIPS COOP Contract #**221001** – 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 One Hundred Seventy-Eight Thousand Nine Hundred Ninety-Seven and 00/100 Dollars (\$178,997.00)** 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 emailed directly to:

City of Corinth  
Accounts Payable  
[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	Jeff Patterson
City Manager	President
City of Corinth	Patterson Equipment Company
3300 Corinth Parkway	32522 Tamina Rd.
Corinth, TX 76208	Magnolia, TX 77354

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

PATTERSON EQUIPMENT COMPANY

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

\_\_\_\_\_  
Jeff Patterson, President

ATTEST:

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

# Attachment A – Scope of Services

## Scope of Work

### Customer-Supplied Vehicle

The City of Corinth shall provide an existing inspection trailer to be used for retrofit. Dealer shall perform retrofit activities to remove existing **Envirosight inspection equipment** and install new **Subsite Mainline System** equipment as outlined below.

## 1. General Description

This Scope of Work (SOW) defines the tasks, materials, labor, and deliverables required to retrofit an existing Corinth-supplied inspection trailer with a new Subsite Mainline Inspection System. The retrofit shall be completed by the authorized Dealer, who will supply, install, and test all new Subsite equipment components and accessories listed in this document.

## 2. Work Summary

Dealer shall:

- Receive and inspect the Corinth-supplied trailer.
- Perform interior cleaning and preparation prior to installation.
- Remove existing Envirosight inspection equipment and cabinetry with care to preserve all components for customer reuse or storage.
- Package and label all removed Envirosight components for customer pickup or shipment as directed.
- Install new Subsite Mainline System equipment, including system controller, reel, camera, tractor, accessories, and software components.
- Conduct functional testing, calibration, and quality assurance inspection.
- Provide on-site operational and maintenance training for customer personnel.

### 3. Equipment Configuration & Components

#### A. Mainline System Components

- **Mainline System Trailer Retrofit** – Retrofit of Corinth-supplied trailer with Subsite Mainline equipment.
- **Controller, Auxiliary, Zoom Camera, Desktop, Dual (P/N 863-37447)** – Desktop-mounted zoom camera control unit.
- **Controller, Wireless, PS2, 5-Pin (P/N 863-39256)** – Wireless control unit for system operation.
- **Mainline System Controller (MLC)** – Primary control interface for system operation.
- **Mainline Reel (MLR)** – Sincon cable reel with 2000 ft. cable, imperial counter, shelf, and drip pan for van/trailer installation.
- **Transtar II Transport System** – Complete transport system with elevator, pole lift, pneumatic tires, high traction casters, and accessories.
- **Trakstar II** – Inspection tractor with standard configuration (no inclination or laser crack measurement).
- **Subsite Steerable Storm Drain Tractor (P/N 036-02000-11)** – Motorized lift, LED lights, suitable for 24”–200” pipe diameters, includes 12” and 13” high-traction tires and bumper.

#### B. Accessories

- Downhole Accessories: Double DH Roller, Grab Hook, Lowering Rope, Manhole Hook, Manhole Wing, Top Manhole Roller
- Downhole Poles: Quantity 6
- Cable Guide: High Torque
- Office Management Accessories: None
- Spare Parts Kit: Included

### 4. Software & Electronics

- **Pipetech Inspection Software Rackmount (P/N 340-43780)** – Rackmount setup including UPS (600W/750VA), computer peripherals, and Pipetech software for inspection management.
- **Software Support** – Includes system integration, setup, and standard manufacturer support package.
- **Inspection Software** – None (per configuration).

### 5. Labor and Installation

- **CCTV Unit Retrofit (P/N 340-43787)** – Removal of old equipment and cabinetry, installation of new Subsite components, complete wiring, system testing, and trailer remodel.

#### Labor Includes:

- Careful removal and packaging of EnviroSight components for reuse

- Cleaning and surface preparation
- Installation of Subsite Mainline System equipment
- Electrical and communication cable routing
- Functional and safety testing
- Quality assurance inspection

## 6. Removal and Care of Existing Equipment

Dealer shall remove all existing **Envirosight inspection equipment** in a manner that preserves each component for reuse or storage.

- All cables, control units, and mechanical assemblies shall be disconnected using proper procedures to prevent damage.
- Components shall be cleaned of debris and labeled for identification.
- Dealer shall provide an itemized list of removed equipment upon completion of removal.
- All equipment designated for reuse shall remain the property of the City of Corinth.

If any Envirosight component is found to be defective or damaged during removal, Dealer shall document and report the condition to Corinth representative prior to disposal or reinstallation consideration.

## 7. Damage Reporting

Dealer shall maintain responsibility for the condition of the trailer and its components throughout the retrofit process.

- Prior to work start, a **pre-work condition report** including photos shall be completed by the Dealer and acknowledged by the City of Corinth.
- Any incidental or accidental damage to the trailer, interior surfaces, or components during retrofit shall be reported to the City of Corinth within **24 hours** of discovery.
- The Dealer shall document such incidents in writing and include photos and a proposed corrective action plan.
- Repairs resulting from installation-related damage shall be completed by the Dealer at no additional cost to the City of Corinth.

## 8. Training

### On-Site Operator and Maintenance Training

Dealer shall provide on-site training covering:

- System operation and controls



- Routine maintenance and troubleshooting
- Safety procedures and software overview

Training will be conducted upon completion of installation and testing.

## 9. Deliverables

- Fully retrofitted inspection trailer equipped with Subsite Mainline System
- Documentation of removed EnviroSight components
- Test and inspection report
- Operator and maintenance manuals
- Training completion certificate

## 10. Exclusions

- Trailer structural repairs or repainting not specified in this scope
- Electrical upgrades outside system requirements
- Any software or data management systems beyond those listed

## 11. Warranty

All Subsite components and installation workmanship shall carry the standard manufacturer's warranty and dealer installation warranty as applicable.

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

## Attachment B

**STANDARD TERMS AND CONDITIONS**

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

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

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

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

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

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

**13. CONTRACT ENFORCEMENT:**

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

**14. DELIVERY:**

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

**15. ETHICS:** The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City except in accordance with City Policy.**16. EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this bid/proposal packet will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their bid/proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the bid/proposal packet. The City of Corinth reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.**17. FELONY CRIMINAL CONVICTIONS:** The Respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Respondent has fully advised the City as to the facts and circumstances surrounding the conviction.**18. FORCE MAJEURE:** *Force majeure* is defined as an act of God, war, strike, fire or explosion. Neither the successful Respondent nor the City is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.**19. INDEMNITY AGREEMENT:** The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

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

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

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

- 34. REQUIRED DOCUMENTATION:** In response to this bid/proposal packet, all required documentation must be provided.

- 35. SALES TAX:** The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.

- 36. SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.

- 37. SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.

- 38. SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the Contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the Contract shall apply without qualification to any services performed or goods provided by any subcontractor.

- 39. TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the taxes or other debts against the same.

- 40. TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract in the manner set forth in the attached Contract.

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

- 41. TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a ten (10) day written notice prior to any cancellation. The successful Respondent must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract immediately without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.

- 42. TRAVEL AND DIRECT CHARGES:** The City shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.

- 43. VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.

- 44. WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn any time prior to the official opening, as long as the request is received in writing from an authorized representative.

**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 Electronically Filed and Signed;  
and acknowledged by Purchasing**



PO Box 130367  
The Woodlands, TX 77393  
+18008363150  
jeff@pattersonequipment.com  
www.pattersonequipment.com

Estimate

ADDRESS	SHIP TO	ESTIMATE	6038
City of Corinth	City of Corinth	DATE	09/22/2025
1200 North Corinth Street	1200 North Corinth Street		
Corinth, TX 76208	Corinth, TX 76208		
United States	United States		

SHIPPING  
Regular Ground

ACTIVITY	QTY	RATE	AMOUNT
MLS-TRLR Subsite Mainline System Trailer Retro Fit Configuration: Vehicle Supplied: Customer Retro-Fit: Dealer Preparation Type: Clean Office Flooring: None Spare Parts Kit Downhole Accessories: Double DH Roller, Grab Hook, Lowering Rope, Manhole Hook, Manhole Wing, Top Manhole Roller Downhole Poles QTY: 6 Cable Guide: High Torq Software Type: None Office Management Inspection Software: None	1	32,341.76	32,341.76
863-37447 ASSY,CNTRLR,AUX,ZOOM CAMERA,DEKTOP,DUAL	1	2,345.67	2,345.67
863-39256 ASSY,CNTRLR,WIRELESS,PS2,5 PIN	1	1,768.75	1,768.75
MLC MAINLINE SYSTEM CONTROLLER	1	9,579.85	9,579.85
MLR MAINLINE REEL With the following configuration: Cable Type Sincon Cable Quantity 2000FT Cable Counter Imperial Cable Auto Payout No High Torque No Reel Accessories Drip Pan Van/Trailer Reel Accessories Shelf	1	24,678.00	24,678.00
TRANSTARII	1	29,895.35	29,895.35

Transtar II  
 With the following configuration:  
 Elevator Yes  
 TransportAcc 1/4 Spacer Kit  
 TransportAcc 6" Pneumatic  
 TransportAcc Accessory Kit  
 TransportAcc Balloon Knobby  
 TransportAcc Floor Mounting Bracket  
 TransportAcc High Traction Caster TS  
 TransportAcc Mega Trak Kit  
 TransportAcc Pole Lift  
 TransportAccSonde512hz  
 TransportAcc Studded High Traction Caster

TRAKSTARII	1	20,881.29	20,881.29
TRAKSTARII			

With the following configuration:  
 Inclination No  
 Laser Crack Measurement No  
 Software Type None  
 CameraAcc None

036-02000-11	1	28,778.00	28,778.00
Subsite Steerable Storm Drain Tractor			
Steerable W/ Motorized Lift			
W/ LED Lights & Motorized Lift 24" - 200"			
Pipe Diameters			
STD 12" Tires			
13" High Traction Tires & Bumper			

340-43780	1	23,228.33	23,228.33
PIPETECH INSPECTION SOFTWARE			
RACKMOUNT			

Includes:  
 UPS, 600W (750VA), Rackmount  
 Speaker, Computer Set  
 Mouse, Optical, USB-2  
 Keyboard, Computer, USB-2  
 Kit, CBL, WINLOGGER, POSM PRO, W/O Recording  
 Pipetech Inspection Software Rackmount  
 Pipetech Inspection Software Support

340-43787	1	5,500.00	5,500.00
CCTV Unit Retrofit			
Labor/Remove Old Equipment/Remove Old Cabinetry			
Complete Remodel			
Installation New Equipment			
Test			

TRAINING	1	0.00	0.00
On-site Training - Operation and Maintenace			

Per TIPS	1	0.00	0.00
This quote is active per			
TIPS 221001 Heavy Duty Equipment			

SUBTOTAL	178,997.00
----------	------------

TAX	0.00
-----	------

TOTAL

Accepted By

Accepted Date



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Patterson Equipment Company  
The Woodlands, 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.  
  
6038  
CCTV Mainline System

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 Jeff Patterson, and my date of birth is 6/28/1970.

My address is 32522 Tamina Rd., Magnolia, TX, 77354, USA.

(city)(state)(zip code)(country)

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

Executed in Montgomery County, State of TX, on the 27th day of October, 2025.

(month)(year)

Signature of authorized agent of contracting business entity  
(Declarant)

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Version V4.1.0.f10d0fd8

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# CERTIFICATE OF INTERESTED PARTIES

Section H, Item 6.

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:  
2025-1381671

Date Filed:  
10/27/2025

Date Acknowledged:  
11/20/2025

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

Patterson Equipment Company  
The Woodlands, 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.**

6038  
CCTV Mainline System

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

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



### 6 UNSWORN DECLARATION

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

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(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)

**Attachment D – Vendor’s Cooperative Contract Documentation  
with TIPS Contract # 221001**



# TIPS VENDOR AGREEMENT

Between Patterson Equipment Company and  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS),**  
a Department of Texas Education Service Center Region 8 for  
**TIPS RFP 221001 Heavy Duty Equipment**

## General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

## Terms and Conditions

### Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award. Shipping method is determined by the vendor and the Member/Customer at the time of the quote/purchase by the Member/Customer and satisfactory shipping methods and costs are agreed upon at that time.

### Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

### **Agreements**

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

### **Tax exempt status**

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

### **Assignments of Agreements**

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company, where permitted by TIPS.

### **Disclosures**

- Vendor and TIPS affirm that they, or any authorized employees or agents, have not given, offered to give, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

### **Term of Agreement and Renewals**

The Agreement with TIPS is for approximately three years with an option for renewal for an additional one consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term in writing. TIPS may or may not exercise some or all of the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer some

or all of the extension is at the sole discretion of TIPS.

**“Start Date” for Term Calculation Purposes Only:** Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “Start Date” is the last day of the month that “Award Notifications” are anticipated as published in the Solicitation.

**Example:** *In this example, if the anticipated “Award Date” published in the Solicitation is May 22, 2022, but extended negotiations delay award until June 27, 2022, the end date of the resulting initial “three-year” term, (which is subject to an extension(s)) will still be May 31, 2025 for purposes of this example.*

**“Termination Date”:** The scheduled Agreement “termination date” shall be the last day of the month of the month of the original solicitation’s anticipated “Award Date” plus three years.

**Example:** *In this example, if the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2022, the expiration date of the original three-year term shall be May 31, 2025 for purposes of this example.*

**Extensions:** Any extensions of the original term shall begin on the next day after the day the original term expires unless otherwise specified.

**Example Following the Previous Example:** *In this example, if TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2026 unless otherwise specified.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

**Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

**Shipments**

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

**Invoices**

Each invoice or pay request shall include the Vendor’s TIPS Contract number, the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the

shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

### **Payments**

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

### **Pricing**

Price increases will be honored according to the terms of the solicitation and vendor proposal. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

### **Participation Fees and Reporting of Sales to TIPS by Vendor**

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller, or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

### **Reporting of Sales to TIPS by Vendor**

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at [https://www.tips-usa.com/vendors\\_form.cfm](https://www.tips-usa.com/vendors_form.cfm) and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to properly report or render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the

six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

### **State of Texas Franchise Tax**

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

### **Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

### **Termination for Convenience of TIPS Agreement Only**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

### **TIPS Member Purchasing Procedures**

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and

should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

### **Licenses**

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

### **Novation**

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

### **Site Requirements (*only when applicable to service or job*)**

**Cleanup:** When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

### **Safety Measures**

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor

shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Smoking**

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

### **Marketing**

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

### **Supplemental Agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

### **Survival Clause**

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

### **Legal obligations**

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

### **Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

#### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

#### **Choice of Law**

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

#### **Venue, Jurisdiction and Service of Process**

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.



### **Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

### **Status of TIPS Members as Related to Vendors Contract Information**

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

### **Vendor's Resellers as Related to This Agreement**

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller as the law allows.

### **Support Requirements**

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserve the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

### **Incorporation of Solicitation**

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same, and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

### **SECTION HEADERS OR TITLES**

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

### **STATUTORY REQUIREMENTS**

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor’s letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel  
ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX,75686  
And by an email sent to [bids@tips-usa.com](mailto:bids@tips-usa.com)

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor’s policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor’s required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com). Should a TIPS Member send an order directly to the Vendor, it is the Vendor’s responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

## TIPS Vendor Agreement Signature Form

RFP 221001 Heavy Duty Equipment

Company Name Patterson Equipment Company  
Address 33015 TAMINA RD. SUITE A  
City MAGNOLIA State TX Zip 77354  
Phone 281-770-6714 Fax \_\_\_\_\_  
Email of Authorized Representative jeff@pattersononequipment.net  
Name of Authorized Representative Jeff Patterson  
Title President  
Signature of Authorized Representative Jeff Patterson  
Date 11/11/2022  
TIPS Authorized Representative Name David Fitts  
Title Executive Director  
TIPS Authorized Representative Signature David Wayne Fitts  
Approved by ESC Region 8 David Wayne Fitts  
Date 1/26/2023



Bid Number 221001 (Heavy Duty Equipment)

Close Date & Time 11/17/2022 03:00:00 PM (CT)

Bid Duration 1 month 11 days

Response Status **NOT SUBMITTED - To complete your response, you must click 'Submit Response' in the Response Submission tab.**

Award

Event Details

Attachments

Attributes

Response Attachments

Response Submission

## Bid Attributes

Save Save & Next

Response Total: \$0.00

Attributes 1 - 30 shown of 102 • Page 1 of 4 shown

1 2 3 4

# Attribute

**1 Yes - No**

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

NO

**2 Yes - No**

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

No

**3 Yes - No**

The Vendor can provide services and/or products to all 50 US States?

No

**4 States Served:**

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

**5 Company and/or Product Description:**

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

**6 Primary Contact Name**

Primary Contact Name

Jeff Patterson

**7 Primary Contact Title**

Primary Contact Title

President

**8 Primary Contact Email**

Primary Contact Email

jeff@pattersononequipment.net

**9 Primary Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

2,817,706,714

**10 Primary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

Numbers only, no symbol

**11 Primary Contact Mobile**

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

Numbers only, no symbol

**12 Secondary Contact Name**

Secondary Contact Name

Josh Patterson

**13 Secondary Contact Title**

Secondary Contact Title

Dallas-Fort Worth Sales

213

14 **Secondary Contact Email**

Secondary Contact Email

josh@pattersonequipment.net

15 **Secondary Contact Phone**Enter 10 digit phone number. (No dashes or extensions)  
Example: 8668398477

8,324,546,759

16 **Secondary Contact Fax**Enter 10 digit phone number. (No dashes or extensions)  
Example: 8668398477

Numbers only, no symbol

17 **Secondary Contact Mobile**Enter 10 digit phone number. (No dashes or extensions)  
Example: 8668398477

Numbers only, no symbol

18 **Admin Fee Contact Name**

Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.

Josh Patterson

19 **Admin Fee Contact Email**

Admin Fee Contact Email

josh@pattersonequipment.net

20 **Admin Fee Contact Phone**Enter 10 digit phone number. (No dashes or extensions)  
Example: 8668398477

8,324,546,759

21 **Purchase Order Contact Name**

Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.

Katie Patterson

22 **Purchase Order Contact Email**

Purchase Order Contact Email

katie@pattersonequipment.net

23 **Purchase Order Contact Phone**Enter 10 digit phone number. (No dashes or extensions)  
Example: 8668398477

2,817,706,714

24 **Company Website**

Company Website (Format - www.company.com)

https://pattersonequipment.net/

25 **Entity D/B/A's and Assumed Names**

Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award.

Maximum 1000 characters allowed

26 **Primary Address**

Primary Address

33015 Tamina Rd.

27 **Primary Address City**

Primary Address City

Magnolia

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

TX

29 **Primary Address Zip**

Primary Address Zip

77354

30 **Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Manual Response Edit Bid Response - Patterson Equipment Company for 221001 (Heavy Duty Equipment) Section H, Item 6.

Return	Response Date	No Bid	History
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Bid Number 221001 (Heavy Duty Equipment)  
 Close Date & Time 11/17/2022 03:00:00 PM (CT)  
 Bid Duration 1 month 11 days  
 Response Status **NOT SUBMITTED - To complete your response, you must click 'Submit Response' in the Response Submission tab.**



Award	Event Details	Attachments	Attributes	Response Attachments	Response Submission
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## Bid Attributes

Save	Save & Next	Response Total: \$0.00
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Attributes 31 - 60 shown of 102 • Page 2 of 4 shown

1
2
3
4

#	Attribute
31	<p><b>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</b></p> <p>Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.</p> <p>Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?</p> <p><span style="border: 1px solid black; padding: 2px;">Yes</span> ▼</p>
32	<p><b>Yes - No</b></p> <p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p> <p>This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.</p> <p><span style="border: 1px solid black; padding: 2px;">Yes</span> ▼</p>
33	<p><b>Company Residence (City)</b></p> <p>Vendor's principal place of business is in the city of?</p> <p><span style="border: 1px solid black; padding: 2px;">Magnolia</span></p>
34	<p><b>Company Residence (State)</b></p> <p>Vendor's principal place of business is in the state of?</p> <p><span style="border: 1px solid black; padding: 2px;">TX</span></p>
35	<p><b>Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION</b></p> <p>Remember this is a <b>MINIMUM</b> discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.</p> <p>CAUTION: BE CERTAIN YOU CAN HONOR THIS <b>MINIMUM</b> DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.</p> <p>What is the <b>MINIMUM</b> percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.</p> <p>Must answer with a number between 0% and 100%.</p> <p><span style="border: 1px solid black; padding: 2px;">5%</span></p>
36	<p><b>MINIMUM Discount Term</b></p> <p>Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.</p> <p><span style="border: 1px solid black; padding: 2px;">YES</span> ▼</p>

37 **Yes - No**

If awarded on this TIPS Contract, for the duration of the Contract, Vendor agrees to provide, upon request, their then current catalog pricing solicitation and below, to TIPS upon request for any goods and services offered on Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

YES

38 **TIPS Administration Fee**

By submitting a proposal, Vendor agrees to remit to TIPS the required TIPS Administration Fee, as designated in the solicitation or as otherwise agreed in writing. If Authorized Resellers are named, Vendor agrees to guarantee remittance of the TIPS Administration fee by or for the Authorized Reseller. TIPS/ESC Region 8 is required by Texas Government Code Section 791 to be compensated for its work. Thus, submission of this proposal requires agreement to this term.

39 **TIPS Administration Fee Paid by Vendor - Not Charged to Customer**

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing with this proposal which includes and accounts for the TIPS Administration Fee and **shall never** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

40 **Additional Discounts?**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

Yes

41 **Years in Business as Proposing Company**

Years in business as proposing company?

42 **Resellers:**

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

No

43 **Right of Refusal**

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

44 **NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

45 **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

The Form CIQ is one of the attachments to this solicitation.



There is an optional upload for this form provided if you have a conflict and must file the form

No ▼

**46 Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

[Please Select] ▼

**47 Regulatory Standing**

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes, I agree ▼

**48 Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

**49 Antitrust Certification Statements (Tex. Government Code § 2155.005)**

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**50 Suspension or Debarment Instructions**

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement

8. Nothing contained in the foregoing shall be construed to require establishment of a system of record to render in good faith the certification required by this clause. The knowledge and information of a participant is required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. Section H, Item 6.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

**51 Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes, I certify

**52 Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

☒ Yes, I certify

**53 2 CFR PART 200 Contract Provisions Explanation**

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**54 2 CFR PART 200 Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 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.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes, I agree

**55 2 CFR PART 200 Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor

would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members, the ESC Region 8 and TIPS Members reserves the right to purchase goods and services from other sources under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other sources in the best interest of the ESC Region 8 and TIPS.

**Section H, Item 6.**

Does vendor agree?

Yes, I agree

**56 2 CFR PART 200 Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes, I agree

**57 2 CFR PART 200 Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors 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 U.S.C. 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.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

Yes, I agree

**58 2 CFR PART 200 Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

Yes, I certify

**59 2 CFR PART 200 Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Yes, I certify

**60 2 CFR PART 200 Rights to Inventions**

If the 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 of 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.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

Yes, I certify

Manual Response Edit Bid Response - Patterson Equipment Company for 221001 (Heavy Duty Equipment) Section H, Item 6.


Return	Response Date	No Bid	History
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Bid Number 221001 (Heavy Duty Equipment)

Close Date & Time 11/17/2022 03:00:00 PM (CT)

Bid Duration 1 month 11 days

Response Status **NOT SUBMITTED - To complete your response, you must click 'Submit Response' in the Response Submission tab.**



Award
Event Details
Attachments
Attributes
Response Attachments
Response Submission

## Bid Attributes

Save
Save & Next
Response Total: \$0.00

Attributes 61 - 90 shown of 102 • Page 3 of 4 shown

1 2 3 4

#	Attribute
61	<p><b>2 CFR PART 200 Domestic Preferences for Procurements</b></p> <p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).</p> <p>Does vendor agree?</p> <div style="border: 1px solid #ccc; padding: 2px; display: inline-block;">Yes, I certify ▼</div>
62	<p><b>2 CFR PART 200 Ban on Foreign Telecommunications</b></p> <p>Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.</p> <p>Does vendor agree?</p> <div style="border: 1px solid #ccc; padding: 2px; display: inline-block;">Yes, I certify ▼</div>
63	<p><b>2 CFR PART 200 Contract Cost &amp; Price</b></p> <p>For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.</p> <p>Does Vendor Agree?</p> <div style="border: 1px solid #ccc; padding: 2px; display: inline-block;">Yes, I agree ▼</div>
64	<p><b>FEMA Fund Certifications</b></p> <p>Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that <b>IF and when</b> Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:</p> <p>(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.</p> <p>(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.</p> <p>(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.</p> <p>(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.</p>

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims) applies to the Vendor's actions pertaining to this contract.

**65 Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor agree?

Yes ▼

**66 Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

I HAVE NOT Lobbied per above ▼

**67 If you answered "I HAVE lobbied" to the above Attribute Question**

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

**68 Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

NO ▼

**69 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

[Please Select] ▼

**70 Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Section H, Item 6.

☒ Yes, I Agree

#### 71 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

Yes, I Agree

#### 72 Remedies Explanation of No Answer

#### 73 Choice of Law

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

Agreed

#### 74 Venue, Jurisdiction and Service of Process

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

Agreed

#### 75 Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

#### 76 Infringement(s) Explanation of No Answer

#### 77 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

☒ Yes, I Agree

#### 78 Payment Terms and Funding Out Clause

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

☒ Yes, I Agree

#### 79 Insurance and Fingerprint Requirements Information

##### Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with a

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automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Section H, Item 6.

### Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

#### 80 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

**NONE (Section A)** of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

**OR**

**SOME (Section B)** or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Yes, I certify - NONE (Section A) ▼

#### 81 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN

APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

Section H, Item 6.

**82 Texas Government Code 2270 & 2271 Verification Form**  
Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.

Our entity further certifies that it is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

YES

**83 Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

\* Your Vendor Profile Page of TIPS website

\* Potentially on TIPS website scroll bar for Top Performing Vendors

\* TIPS Quarterly eNewsletter sent to TIPS Members

\* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

**84 Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes, I agree

**85 Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

**86 Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

Yes, I agree

**87 Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

**88 Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), 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 of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "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."

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resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the an

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

89 **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

- 1. Name of Felon(s)
- 2. The named person's role in the firm, and
- 3. Details of Conviction(s).

90 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you. Read the form carefully before completing and if you have any questions, email [bids@tips-usa.com](mailto:bids@tips-usa.com).

Manual Response Edit Bid Response - Patterson Equipment Company for 221001 (Heavy Duty Equipment) Section H, Item 6.

Return	Response Date	No Bid	History
Bid Number 221001 (Heavy Duty Equipment)			
Close Date & Time 11/17/2022 03:00:00 PM (CT)			
Bid Duration 1 month 11 days			
Response Status <b>NOT SUBMITTED - To complete your response, you must click 'Submit Response' in the Response Submission tab.</b>			



Award	Event Details	Attachments	Attributes	Response Attachments	Response Submission
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## Bid Attributes

Save	Response Total: \$0.00
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Attributes 91 - 102 shown of 102 • Page 4 of 4 shown

1 2 3 4

#	Attribute
91	<b>Member Access to Vendor Proposal</b> <p>Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, <b>to TIPS Members</b>. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.</p>
92	<b>Choice of Law clauses with TIPS Members</b> <p>If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.</p> <p>Agreed <input type="button" value="v"/></p>
93	<b>Venue of dispute resolution with a TIPS Member</b> <p>In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.</p> <p>Agreed <input type="button" value="v"/></p>
94	<b>Automatic renewal of contracts or agreements with TIPS or a TIPS member entity</b> <p>This clause <b>DOES NOT</b> prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.</p> <p>Agreed <input type="button" value="v"/></p>
95	<b>Indemnity Limitation with TIPS Members</b> <p>Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents <b>OR</b> by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".   <u><b>Agreement is a required condition to award of a contract resulting from this Solicitation.</b></u></p> <p>Agreed <input type="button" value="v"/></p>
96	<b>Arbitration Clauses</b> <p>Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?</p> <p>Agreed <input type="button" value="v"/></p>
97	<b>Required Vendor Sales Reporting</b> <p>By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the <a href="#">Vendor Portal User Guide</a> will walk you through the process of reporting sales to TIPS. Please refer to the TIPS <a href="#">Accounting FAQ's</a> for more information about reporting sales and if you have further questions, contact the Accounting Team at <a href="mailto:accounting@tips-usa.com">accounting@tips-usa.com</a>. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.</p>
98	<b>Upload of Current W-9 Required</b> <p>Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.</p>
99	<b>CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)</b>

**By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:**

Section H, Item 6.

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action 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)." See Tex. Gov't Code § 809.001(1).

**100 CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:**

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87<sup>th</sup> leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, 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. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) 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; (2) 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 (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) 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 (2) 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." See Tex. Gov't Code § 2274.001(3) of SB 19.

**101 CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:**

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87<sup>th</sup> leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

**102 Acknowledgement**

By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

## TIPS RFP 221001 Heavy Duty Equipment

**ALL INFORMATION  
MUST BE TYPED AND  
FORM MUST BE  
UPLOADED IN EXCEL  
FORMAT. DO NOT  
HANDWRITE  
REFERENCES AND  
DO NOT CONVERT**

## REFERENCES

Please provide three (3) references from three different entities, preferably from school districts or other governmental entities who the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

Verify your references emails  
are deliverable and that they  
agree to provide a reference.  
Failure to do this may delay  
the evaluation process.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
CITY OF LAKE WORTH	Mike Shelley, Public Works Superintendent	<a href="mailto:mshelley@lakeworthtx.org">mshelley@lakeworthtx.org</a>	817-237-1211 EXT 205
CITY OF KILLEEN	James Graves, Supervisor of Sewer Maintenance	<a href="mailto:jegraves@killeentexas.gov">jegraves@killeentexas.gov</a>	254-462-6218

# CERTIFICATION BY CORPORATE OFFERER

**COMPLETE ONLY IF OFFERER IS A CORPORATION,**  
**THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF**  
**PROPOSAL FORM/PROPOSAL FORM.**

**OFFERER:** \_\_\_\_\_  
 (Name of Corporation)

\_\_\_\_\_, I, (Name of Corporate Secretary) certify that I am the Secretary of the Corporation  
 named as OFFERER herein above; that

\_\_\_\_\_  
 (Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is  
 acting as

\_\_\_\_\_  
 (Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by  
 authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
 CORPORATE SEAL if available

\_\_\_\_\_  
 SIGNATURE

\_\_\_\_\_  
 DATE

**Required Confidential Information Status Form****Patterson Equipment Company**

Name of company

**Jeff Patterson, President**

Printed Name and Title of Authorized Company Officer declaring below the confidential status of material

**33015 TAMINA RD. SUITE A MAGNOLIA TX 77354**

281-770-6714

Address

City

State

ZIP

Phone

**ALL VENDORS MUST COMPLETE THE ABOVE SECTION**

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must attach a copy of all claimed confidential materials to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission.** If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party.

**ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW****OPTION 1:**

**I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive** a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

**IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.**

**ATTACHED** ARE COPIES OF 35 PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature Jeff Patterson Date 11/11/2022

**OR****OPTION 2:**

**I DO NOT CLAIM any of my proposal to be confidential, complete the section below.**

**Express Waiver:** I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **VENDOR SUPPLEMENTAL INFORMATION**

*Section H, Item 6.*

TIPS permits Vendors to submit supplemental documentation and information (“Vendor Supplemental Information”) with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor’s TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

Boss Vac Information

<https://bossvac.com/>

Harben Information

<https://pattersononequipment.net/high-pressure-jetters>

Subsite Information

<https://pattersononequipment.net/cctv-inspection-equipment>





# THE VACUUM EXCAVATING UNIT

24" HG | 380 CFM | 500 CFM | 1000 CFM

Trailer Dimensions  
98.5" wide x 21.6' long x 7.6' tall

**SEE THE DIFFERENCE WITH HIGH VACUUM  
DEMONSTRATIONS AVAILABLE. CALL FOR MORE INFO!**

## A MYRIAD OF OPTIONS

### Grounds, Maintenance, Traffic & Sign:

- Digging and locating with no damage to utilities
- Car wash basin
- Fence & post hole digging
- Street sign installation
- Tree planting and landscape removal
- Wet slurry recovery

### Water Departments:

- Manhole cleaning
- Valve box cleaning and straightening
- Utility locating
- Meter box cleaning and relocation
- Valve box and catch basin cleaning
- Carbon filtration change-outs cleaning
- Filter-bed cleaning

### Electrical Departments:

- Drilling mud recovery
- Potholing and short horizontal boring
- Transformer vault cleaning
- Underground switch vault cleaning
- Underground utilities locating

### Storm Water Departments:

- Culvert cleaning
- Cattle guard cleaning
- Drywell cleaning

### Emergency Response:

- Spill response
- Flood cleanup
- Waste recovery

### Waste Water:

- Trough cleaning
- Filter-bed cleaning, sand and/or carbon
- Treatment plant upkeep

EQUIPPED WITH POWER UNIT BY:

**NVE** Challenger Series

(888) 447-9940 | [www.bossvac.com](http://www.bossvac.com)

# Vehicle-Mounted Utility Inspection Systems

## HAVE EVERYTHING ON-SITE WITH VANS, HIGH CUBES AND TRAILERS.

For over 30 years, we have been designing and manufacturing high-performance, durable and easy-to-operate CCTV utility inspection systems for North America's leading municipalities and contractors. Our utility inspection vehicles are truly a cut above with their ergonomic layouts and superior hand-crafted cabinetry made from top-quality materials. Choose a turnkey, ready-to-survey, in-stock system or select from several options for your build-to-order unit.

### General Features

- "Plug-and-play" compatibility with Subsite Electronics camera/transporter combinations.
- Single-conductor technology for significant cost and performance advantages over multi-conductor technology through interchangeability of components, backwards and forwards compatibility, and reduced downtime.
- Sewer and stormwater configurations available.
- Multi-conductor technology through interchangeability of components, backwards and forwards compatibility, and reduced downtime.
- Power, safety lighting, air conditioning, and more.
- Extreme duty cable reel with automatic cable level wind with heavy-duty, self-aligning sealed bearings.

**Subsite offers the following build-out options (gas, diesel and alternative power sources are available on most models).**

- High Cube
- Sprinter Van
- Cargo Van
- Step Van
- Transit Van
- Trailers, ATVs & More

**SinCon cable features a 5,400-pound breaking strength (versus 500 to 2,000 pounds for multi-conductor cable).**

### Options

- Smart workspace
- Countertops
- Toolboxes
- Onboard bathrooms



High Cube  
Utility Inspection Vehicle  
(shown here)

### Available Transporters/Cameras



Transporter: Mighty Mini  
Camera: OmniStar Probe, 1306



Transporter: TranStar II  
Camera: TrakStar II



Transporter: TranStar  
Camera: TrakStar



Transporter: Lateral Launch  
Camera: Mainline, Lateral Line



Transporter: ProTrak  
Camera: TrakStar, TrakStar II



Transporter: Steerable Storm Drain  
Camera: TrakStar, TrakStar II



# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	1/15/2026	<b>Title:</b>	Contract   Engineering Services for 3A Lift Station
<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 approval of a contract with Birkhoff, Hendricks & Carter LLP for engineering services related to 3A Lift Station in the amount not to exceed \$119,000 and authorize the City Manager to execute the necessary documents.

### Item Summary/Background/Prior Action

The City of Corinth issued a Request for Proposal (RFP) for engineering services for water and wastewater in Fy2024. The RFP was awarded to BHC to support the City in all water and wastewater projects to keep continuity and knowledge of the system. This project consists of the preparation of construction plans and specifications for the improvements to the existing 3A Lift Station, along with services during the bidding and construction administration phases.

As part of the 2023 Impact Fee Study 3A Lift Station was identified as needing additional pumping to take the lift station from 2.3 million gallons per day to 3.4 million gallons per day. This project will take approximately 8 months to design, and a year to construct with an estimated completion date of 1-1-2028.

### Financial Impact

The total engineering contract value over the contract term is \$119,000, which will be funded through Capital Project 1103A, as part of Impact Fees collected. Council approved the CIP list for this project in the amount of \$238,193.22.

This contract will be in effect until the end of project construction or 1-1-2028, whichever comes first.

### Staff Recommendation/Motion

Staff recommends that the City Council approve the contract of a contract with Birkhoff, Hendricks & Carter LLP for engineering services related to 3A Lift Station in the amount not to exceed \$119,000 and authorize the City Manager to execute the necessary documents.

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**  
**PROFESSIONAL ENGINEERS**  
*TBPELS Eng. Firm No. F526, Survey Firm No. 10031800*

Project No. Section H, Item 7.

Client: City of Corinth, Texas  
 Project: 3A Lift Station Improvements

Date: 18-Nov-25  
 By: A.M.

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST**

Item No.	Description	Quantity	Unit	Price	Amount
1	Furnish, Install and Make Operational Submergible Sewage Pumps	1	L.S.	\$ 160,000.00	\$ 160,000.00
2	Furnish and Install Safety Grates at Existing Hatches	3	Ea.	\$ 2,000.00	\$ 6,000.00
3	For Bypass Pumping	1	L.S.	\$ 50,000.00	\$ 50,000.00
7	Furnish and Install Electrical Equipment Canopy and Lighting	2	Ea.	\$ 20,000.00	\$ 40,000.00
8	Furnish and Install Electrical Equipment, Complete Terminations, and Make System Operational	1	L.S.	\$ 250,000.00	\$ 250,000.00
9	Repaint Above-Ground Piping	1	L.S.	\$ 40,000.00	\$ 40,000.00
10	Remove and Replace Air and Vacuum Release Valve	1	L.S.	\$ 15,000.00	\$ 15,000.00
11	Remove and Replace Check Valves	3	Ea.	\$ 25,000.00	\$ 75,000.00
9	Remove and Replace Isolation Plug Valves	4	Ea.	\$ 20,000.00	\$ 80,000.00
10	Repair Cracks on Interior Masonry Wall	1	L.S.	\$ 10,000.00	\$ 10,000.00
11	For Regrading Site	1	L.S.	\$ 25,000.00	\$ 25,000.00
12	Constructing 4-Foot Diameter By-Pass Manhole	1	Ea.	\$ 10,000.00	\$ 10,000.00
	<b>Subtotal:</b>				761,000.00
	<b>Contingencies and Miscellaneous Items</b>			20%	152,200.00
	<b>Construction Total:</b>				913,200.00
	<b>Inspection, Quality Control and Materials Testing</b>			2.5%	22,830.00
	<b>Project Total:</b>				\$ 936,030.00
	<b>Estimated Total</b>				<b>\$ 937,000.00</b>

## PROFESSIONAL ENGINEERING SERVICES AGREEMENT (MASTER AGREEMENT)

This Agreement is between **The City of Corinth**, Texas, a home rule municipality, duly created and operating (the “City”) within the State of Texas and **Birkhoff, Hendricks & Carter LLP**, (the “Engineer”), a Texas Limited Liability Partnership, whereby the Engineer agrees to provide the City with certain professional services as described herein and the City agrees to engage and pay the Engineer for those services.

### 1. Scope of Services

In consideration of the compensation stated in Paragraph 2, the Engineer agrees to provide the City with the professional services as described in **Attachment A, the Scope of Services**, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

**Provide engineering services to the city of Corinth for the 3A Lift Station Improvements project.**

Professional engineering services must be performed with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional licensed within the State of Texas.

### 2. Compensation, Billing and Payment

In consideration of the Engineer’s provision of the professional services in compliance with all terms and conditions of this Agreement, the City shall pay the Engineer according to the terms set forth in **Attachment B, Compensation Schedule**, which is incorporated herein, and in accordance with the provision of this Section.

Except in the event of a duly authorized amendment to this Agreement (defined below), approved by the City in writing, the total cost of all professional services provided under this Agreement shall not exceed one hundred nineteen thousand and no 0/100 Dollars (\$119,000.00).

In the event of a conflict between the terms of this Agreement, the Scope of Services, the Compensation Schedule, priority of interpretation shall be given to those documents in the order listed in this paragraph.

Engineer shall submit monthly invoices for services rendered. All invoices submitted by Engineer to City shall indicate in sufficient detail the type of service provided, and the percentage completion.

Payment will be made by the City within thirty (30) days after receipt of invoice based on the City’s Accounts Payable Calendar. In the event the City fails to make a payment in accordance with the stated terms, Engineer reserves the right to suspend work. Notwithstanding the foregoing, in the event that City disputes all or a portion of an invoice from Engineer, prior to the thirty (30) day deadline for payment of Engineer’s invoice, City



shall identify in writing to Engineer such disputed amount(s) and the basis for the dispute and shall make payment of all undisputed amounts within the initial thirty (30) day period from receipt of Engineer's invoice as required under this section. City shall not be liable for penalties or interest for City's nonpayment of such disputed amounts properly documented by City pursuant to this section. City and Engineer agree to meet within ten (10) calendar days after City's written notice of disputed amount(s) to discuss such dispute and to work collectively to determine a mutually agreeable resolution.

### **3. Time of Performance**

A. Upon receipt of written authorization to proceed with a specific work assignment, Engineer shall perform the Services as described in **Attachment B, Completion Schedule**.

B. **Time is of the essence of this Agreement.** The Engineer shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the services.

### **4. Standard of Performance, Indemnification, & Release**

A. As an experienced and qualified design professional, the Engineer shall provide information that reflects professional and industry standards, procedures, and performances. The Engineer's design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of other services under this Agreement, shall be provided pursuant to a standard of performance expected by the profession to be provided by competent engineers practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. The Engineer shall exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Agreement. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Engineer, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications, or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Engineer, its employees, associates, agents, or subcontractors.

B. The Engineer shall promptly correct any defective designs or specifications furnished by the Engineer at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Engineer's services hereunder or of the Project itself shall in no way alter the Engineer's obligations or the City's rights hereunder to seek legal and equitable recourse for defective work provided by Engineer. The City reserves the right to deduct from payments rendered any amounts invoiced to City by Engineer.

C. In all activities or services performed hereunder, the Engineer is an independent contractor and not an agent or employee of the City. The Engineer and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Engineer shall be responsible for the professional services and the final work product contemplated under this Agreement. Except for materials furnished by the City, the Engineer shall supply all materials, equipment, and labor required for the professional services to be provided under this Agreement. The Engineer shall have ultimate control over the execution of the professional services. The Engineer shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Engineer or any of the Engineer's subcontractors.

D. The Engineer must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons under Engineer's control, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Engineer, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

**E. RESPONSIBILITY FOR DAMAGE CLAIMS (INDEMNIFICATION): ENGINEER SHALL DEFEND, RELEASE, INDEMNIFY AND SAVE HARMLESS THE CITY AND ALL ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY RESULTING FROM THE ENGINEER'S NEGLIGENT PERFORMANCE OF THE WORK, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER OR ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL OR BY OR ON ACCOUNT OF ANY CLAIMS OR AMOUNTS RECOVERED UNDER THE WORKMEN'S COMPENSATION LAW OR ANY OTHER LAW, ORDINANCE, ORDER OR DECREE, AND HIS SURETIES AND/OR INSURERS SHALL BE HELD UNTIL SUCH SUIT OR SUITS, ACTION OR ACTIONS, CLAIM OR CLAIMS FOR INJURY OR DAMAGES AS AFORESAID SHALL HAVE BEEN SETTLED AND SATISFACTORY EVIDENCE TO THE EFFECT FURNISHED. THE ENGINEER SHALL RELEASE, DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY, ITS OFFICERS, REPRESENTATIVES AND EMPLOYEES IN ACCORDANCE WITH THIS INDEMNIFICATION CLAUSE ONLY FOR THAT PORTION OF THE DAMAGE CAUSED BY ENGINEER'S NEGLIGENCE IN ACCORDANCE WITH SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED.**

**F. RELEASE. THE ENGINEER RELEASES, RELINQUISHES, AND**

**DISCHARGES THE CITY , ITS OFFICERS, REPRESENTATIVES, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, SICKNESS OR DEATH OF THE ENGINEER OR ITS EMPLOYEES AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY OF THE ENGINEER OR ITS EMPLOYEES THAT IS CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISES OUT OF, OR IS IN CONNECTION WITH THE ENGINEER'S NEGLIGENT PERFORMANCE OF THE WORK, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER OR ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL IN ACCORDANCE WITH SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED.**

## **5. Insurance**

The Engineer agrees to maintain, on a primary basis, for the duration of this Agreement, the insurance coverages, and limits as described below. The Engineer must deliver to the City proof of insurance evidencing that such policies are in full force and effect within 5 business days of receipt this executed Agreement. The City reserves the right to obtain complete, certified copies of all required insurance policies at any time.

The requirements as to types and limits, as well as the City 's review or acceptance of insurance coverage to be maintained by Engineer, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Engineer under the Agreement.

**A. Commercial General Liability Insurance.** Limit of liability not less than \$3,000,000 per claim and \$3,000,000 annual aggregate Engineer agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Engineers.

**B. Professional Liability Insurance.** Limit of liability not less than \$3,000,000 per claim and \$3,000,000 annual aggregate Engineer agrees to maintain Professional (Errors & Omissions) Liability to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission of the Engineer or any person



employed or acting on the Engineer's behalf (including but not limited to sub-Agreements). For policies written on a "claims-made" basis, Engineer agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and that continuous coverage will be maintained or a supplemental extended reporting period will be purchased with a minimum reporting period not less than two years after the completion of this Agreement. The Engineer is solely responsible for any additional premium for the supplemental extended reporting period.

No "claims made" policies are acceptable without prior approval by the City. If approved, tail coverage must be maintained for two years after the completion of this Agreement.

C. **Business Automobile Liability Insurance.** Limit of liability not less than \$3,000,000 per claim and \$3,000,000 annual aggregate Engineer agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Should the Engineer not own any automobiles, the business auto liability requirement shall be amended to allow the Engineer to agree to maintain only Hired & Non- Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

D. **Additional Insured Endorsements.** The Engineer agrees to endorse the City as an Additional Insured on each insurance policy required to be maintained, with the exception of the professional liability policy or Workers Compensation.

E. **Workers Compensation and Waiver of Subrogation.** Engineer agrees to maintain Workers' Compensation Insurance to cover all of its personnel engaged in performing services for the City under this Agreement in the amounts required by state law. Waiver of subrogation in favor of the City shall be provided for each required policy. When required by the insurer or should a policy condition not permit Engineer to enter into a pre-loss agreement to waive subrogation without an endorsement, then Engineer agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Engineer enter into such an agreement on a pre-loss basis.

F. **Deductibles, Coinsurance Penalties, & Self-Insured Retention.** Engineer shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

G. **Subcontractor's Insurance.** The Engineer shall agree to cause each subcontractor employed by Engineer to purchase and maintain insurance of the type specified, provided the Engineer's insurance does not afford coverage on behalf of the subcontractor.

H. **Certificate Of Insurance.** Engineer shall furnish the City with proof of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-VI" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. Engineer has the affirmative obligation to advise the City at the address listed below within five (5) business days of the cancellation or substantial change of any required insurance policy, and failure to do so shall be construed as a breach of this Agreement.

Failure of the City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

In the event the City is notified that a required insurance coverage will cancel or non-renew during the Agreement period, the Engineer shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) and endorsements as proof that equal and like coverage is in effect. The City reserves the right, but not the obligation, to withhold payment to Engineer until coverage is reinstated. If the Engineer fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Engineer's expense.

Certificates and notices should be given to the City at the following address:

**City of Corinth, Texas  
ATTN: Scott Campbell, City Manager  
3300 Corinth Parkway  
Corinth, TX 76208**

## **6. Termination**

A. The City or Engineer may terminate this Agreement at any time upon thirty (30) calendar days written notice. Upon the receipt of such notice, the Engineer shall discuss with the City what will be accomplished within the 30-calendar day timeframe and document this in an exit strategy that must be approved by the City.

The Engineer shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the Engineer fails to fulfill its obligations under this Agreement, or if the Engineer violates any of its obligations under this Agreement, the City has the right to terminate this Agreement by giving thirty (30) calendar days written notice to the Engineer. The Engineer will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Agreement shall be construed to relieve the Engineer of liability to the City for damages sustained by the City because of any breach of Agreement by the Engineer. In addition to the provisions in this Agreement governing disputed amounts, City may withhold payments to the Engineer for the purpose of setoff until the exact amount of damages due the City from the Engineer is determined and paid.

## 7. **Re-Use of Documents**

Upon payment of all amounts rightfully owed by City to the Engineer for services rendered with respect to the Services provided under this Agreement, all plans, drawings, specifications, elements of design, models, reports, submissions, mock-ups and other documents and materials including electronic media that are produced by the Engineer as part of its performance of such Services shall be deemed the property of the City.

## 8. **Miscellaneous Terms**

A. **Venue**. This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Denton County, Texas.

B. **Notices**. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

To City:  
City of Corinth, Texas  
Attn: Scott Campbell, City Manager  
3300 Corinth Parkway  
Corinth, Texas 76208

To Engineer:  
Birkhoff, Hendricks & Carter, LLP  
Attn: Andrew Mata Jr., P.E.  
Alternate Managing Partner  
11910 Greenville Avenue, Ste. 600  
Dallas, Texas 75243

C. **Nonwaiver**. No waiver by either party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or

condition or subsequent waiver of the same term or condition.

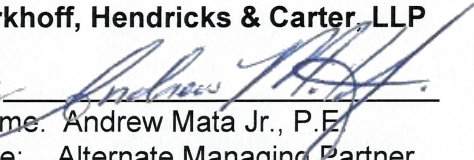
D. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the City and the Engineer and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by written instrument approved and executed by the parties.

E. **Assignment.** This Agreement and all rights and obligations contained herein may not be assigned by the Engineer without the prior written approval of the City.

F. **Compliance with Law.** The Engineer, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter, and ordinances of the City, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Engineer must obtain all necessary permits and licenses required in completing the work and providing the services required by this Agreement.

G. **Consultation with Attorney.** The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Agreement. The parties further agree that each has been afforded the opportunity to consult legal counsel with regard to this Agreement.

**Birkhoff, Hendricks & Carter, LLP**

By:   
Name: Andrew Mata Jr., P.E.  
Title: Alternate Managing Partner  
Tax I.D. No: 75-1305997  
TBPE&LS Firm No. 526, No. 100318-06  
T

Date: November 24, 2025

Reviewed by:

By:   
Craig Kerkhoff, Managing Partner

**City of Corinth, Texas**

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

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

Attest:

By: \_\_\_\_\_  
Lana Wylie, City Secretary

Approved As To Form

By: \_\_\_\_\_  
Patricia Adams, City Attorney

## ATTACHMENT "A"

### SCOPE OF SERVICES

### 3A Lift Station Improvements

This project consists of the preparation of construction plans and specifications for the improvements to the existing 3A Lift Station, along with services during the bidding and construction administration phases.

#### Location Map



#### **Part I: Design**

- A. Prepare preliminary plan sheets of the lift station site and surrounding existing infrastructure. City to provide record drawings of the lift station.
- B. Create section view of wet well and valve vault to show existing and proposed work.
- C. Improvements to site and lift station to include:

1. Initiate an engineering land use analysis for existing and future capacity upgrade requirements.
  2. Size new pumps and motors.
  3. The complete proper sizing of pump shall be based on system curve, check existing electrical for replacement pump and have provisions to upgrade in plans and specifications.
  4. Check new pump to work with recently installed new standby generator.
  5. Weather Shield over electrical equipment on the east wall and the pump control panel on the wet well. This will include structural design.
  6. Provisions to replace corroded chain, hangers, and bolts inside the wet well. This will require bypass pumping or use of Vac truck to empty wet well.
  7. Provisions to replace Kellem grips or cables.
  8. Complete electrical design to:
    - a. Add lighting to both Weather Shields.
    - b. Replace submersible level transmitter and floats system.
    - c. Provisions to update SCADA HMI as needed.
  9. Replace safety grates with Haliday Safety Grates.
  10. Repaint above ground piping and valves.
  11. Replace Air and Vacuum Release Valve and Isolation Plug Valves.
  12. Replace check valves with Surgebuster Check Valves.
  13. Provisions to repair crack repairs on the interior of masonry wall.
  14. Regrade the inside southwest area and fill with crushed stone.
- D. General Work shall consist of the following:
- a. Prepare Standard Details
  - b. Prepare Special Details
  - c. Create Cover Sheet, Location Map and Sheet Index

- d. Three (3) design review meetings
- e. Submit set of 30%, 60% and 90% review plans for City review. All submittals shall be via electronic file format (Adobe Acrobat file format or equal)
- f. Submit preliminary bid schedule, specifications and contract documents using NCTCOG Standard Specifications as the base at the 90% plan submittal.
- g. Prepare final quantity take-off and formulate opinion of probable construction cost based on final plans.
- h. Prepare final bid documents including bid proposal forms, construction contract documents, construction plans and technical specifications.

**Part II: Bidding Phase:**

- A. The City will publish notices in the newspaper recognized by the City Council as the official newspaper for the City of Corinth. Engineer will post the plans for bid advertisement on Civcast.
- B. The Engineer will prepare addenda to modify the plans and specifications, as necessary. Questions must be submitted by potential bidders a minimum of 72 hours before the bid opening. All addenda shall be posted a minimum of 48-hours before the bid opening.
- C. Assist during opening of bids and provide bid tabulation sheets.
- D. Complete cursory review of bid documents to determine that the bid includes all sheets of the Engineer's office original file set.
- E. Obtain experience record and references from the apparent low bidder. Check references of apparent low bidder.
- F. Formulate opinion from information received and provide a letter of recommendation for award of a construction contract. Bid tabulation summary sheets will also be sent to the City.

**Part III: Construction Phase**



- A. After award of contract, furnish five (5) sets of 11" x 17" final plans, specifications, and contract documents to the City for construction use by the City and Contractor.
- B. Attend the Pre-Construction Conference, including preparing an agenda.
- C. Attend coordination meetings with contractor, quality control personnel, and City representatives as required to discuss strategy, problem areas, progress, and other coordination matters (6 meetings are included).
- D. Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information stated by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents. Review of shop drawings will be completed by review of electronic PDF files provided by the Contractor.
- E. Provide written responses to requests for information or clarification to City or Contractor. Responses will be in electronic format.
- F. Prepare and process routine change orders for this project as they pertain to the original scope of work. Transmittal will be electronically and will include construction plan sheet changes.
- G. Prepare monthly pay request from information obtained from Contractor and/or City Inspector and prepare pay request along with letter of recommendation for payment. Pay requests will be transmitted electronically.
- H. Accompany the City during their final inspection of the project. Prepare City's punch list and transmit it electronically.

**Part IV: Special Services**

- A. Survey for design, property, and if necessary, refreshing coordinate control points prior to construction. Contact Dig Tess (Texas811) to establish ticket and request location of franchise utilities.
- B. Miscellaneous project expenses include printing hard copy plan sets for preliminary and final reviews by the City and utilities, printing hard copy documents for bidding, for construction, and mileage for site visits and meetings.
- C. Prepare record drawings utilizing on-site representative and Contractor construction record information, consultant will prepare one set of reproducible record drawings and provide an electronic copy in PDF format..

**Part V: Exclusions**

The intent of this scope of services is to include only the services specifically listed herein and no others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Certification that work is in accordance with plans and specifications
- B. Consulting services by others not included in Scope of Services
- C. Contractor's means and methods
- D. Environmental cleanup
- E. Environmental impact statements and assessments
- F. Fees for permits
- G. Fees for publicly advertising the construction project.
- H. Fiduciary responsibility to the Client.
- I. Hydrologic or hydraulic studies
- J. On-site construction safety precautions, programs, and responsibility (Contractor's responsibility)
- K. Legal Services
- L. Phasing of Contractor's work
- M. Quality control and testing services during construction
- N. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans)

- O. Services in connection with condemnation hearings
- P. Traffic engineering study or reports
- Q. Trench safety designs

**Part VI: Terms and Conditions For Electronic File Transfers**

Electronic files are transmitted on the terms and conditions below:

By opening, accessing, copying, or otherwise using the transmitted electronic files, these terms and conditions are accepted by the user.

- A. The electronic files are compatible with the following software packages operating on a PC using Windows operating systems:
  - Autocad Civil 3D 2022 , Civil 3D 2017
  - Innovyse InfoWater Pro 3.0 with ESRI Arc Pro 2.7
  - Innovyze InfoSewer Pro 7.6 with ESRI Arc Map 10.4
  - ESRI 10.4
  - MS Office 365
  - Bluebeam Revu (PDF) Ver 10 - Ver 2020
- B. Birkhoff, Hendricks & Carter, L.L.P. makes no warranty as to the compatibility of these files beyond the specified release of the above stated software.
- C. Because data stored on electronic media can deteriorate undetected or be modified, Birkhoff, Hendricks & Carter, L.L.P. will not be held liable for completeness or correctness of electronic media.
- D. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, Birkhoff, Hendricks & Carter, L.L.P.'s hard copy file will govern in all cases.
- E. Electronic files may only be modified in accordance with the Texas Engineering Practice Act for modifying another Engineer's design.

## ATTACHMENT "B"

### COMPENSATION

The following is the Compensation Schedule for Engineering Services under Attachment "A".

<u>Task</u>		<u>Fee Amount</u>
<b><u>BASIC SERVICES</u></b>		
Compensation for Basic Services described under Parts 1-3 shall be based on a Lump Sum Basis in the following amounts		
1	Design Phase	\$88,800.00
2	Bidding Phase	\$3,500.00
3	Construction Administration Phase	\$23,100.00
<b>Basic Services Subtotal:</b>		<b>\$115,400.00</b>
Compensation for additional services under Part 4 shall be on an hourly basis of salary cost times a multiplier of 2.45 for time expended on the task. Field survey crew shall be based on \$195.00 per hour, inclusive of all equipment rentals and software licensing; plus, mileage charge at the IRS established rate. Expenses shall be at invoice cost times a multiplier of 1.15.		
<b><u>ADDITIONAL SERVICES</u></b>		
4A	Design and Property Surveys	\$1,600.00
4B	Miscellaneous Project Expenses	\$500.00
4C	Record Drawings	\$1,500.00
<b>Additional Services Subtotal:</b>		<b>\$3,600.00</b>
<b>Total Not To Exceed Amount:</b>		<b>\$119,000.00</b>

The maximum overall fee established herein shall not be exceeded without written authorization from the City, based on increased scope of services. Payment invoices are to be made and emailed monthly based on the percentage complete for the Basic Services and based on the actual hourly expenditures for the Additional Services. Payment is due within 30 days of receipt of invoice.

# ATTACHMENT "C"

## SCHEDULE

Notice to Proceed (NTP) .....	December 5, 2025
Field Survey .....	December 19, 2025
Complete 30% Preliminary Plans .....	February 20, 2026
Complete 60% Preliminary Plans .....	April 27, 2026
Complete 90% Preliminary Plans .....	June 26, 2026
Complete Final Plans and Specifications .....	July 31, 2026
Advertise Project .....	August 2026
Bid Opening .....	August 2026
Award Contract .....	September 2026
Begin Construction .....	October 2026



# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	1/15/2026	<b>Title:</b>	Contract   Engineering Services for Downtown Sewer Upsizing
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

### Item/Caption

Consider and act on a contract with Birkhoff, Hendricks & Carter LLP for engineering services related to upsizing the N. Corinth St sewer line near Katy Trail in the amount of \$144,700 and authorize the City Manager to execute the necessary documents.

### Item Summary/Background/Prior Action

The City of Corinth issued a Request for Proposal (RFP) for engineering services for water and wastewater in Fy2024. The RFP was awarded to BHC to support the City in all water and wastewater projects to keep continuity and knowledge of the system. This project consists of the preparation of construction plans and specifications for the upsizing of the downtown sewer system, along with services during the bidding and construction administration phases.

As part of the planning for downtown the sewer was identified as needing capacity to support the growth in the area. This project will evaluate the incoming developments and current developments sewer needs. Once evaluation is completed plans and specs will be completed with this project.

This project is expected to be designed within 8 months and construction completed by 1-1-2028.

### Financial Impact

The total engineering contract value over the contract term is \$144,700, which will be funded through Capital Project 1049, as part of existing bond funds. Council approved the CIP list for this project in the amount of \$1,200,000. This project request is only for engineering and the remaining funds will be used for the construction of the project.

This contract will be in effect until the end of project construction or 1-1-2028, whichever comes first.

### Staff Recommendation/Motion

Staff recommends that the City Council approve the contract of a contract with Birkhoff, Hendricks & Carter LLP for engineering services related to the North Corinth Street sewer in the amount not to exceed \$144,700 and authorize the City Manager to execute the necessary documents.



STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

**AGREEMENT FOR CONSULTING SERVICES 2026-1017**

This agreement ("Agreement") is made by and between the City of Corinth, Texas, a home-rule municipal corporation ("City") and Birkhoff, Hendricks & Carter, LLP a Texas Limited Liability Partnership ("Consultant") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, the City desires to engage the services of the Consultant as an independent contractor, and not as an employee, to provide the services described in **Exhibit "A"** (the "Scope of Services" or "Services") to assist the City with the following project: **Katy Trail Sanitary Sewer** (the "Project") on the terms and conditions set forth in this Agreement; and

**WHEREAS**, the Consultant desires to render services for the City on the terms and conditions set forth in this Agreement; and

**WHEREAS**, City determined Consultant to be the most qualified respondent and entered into negotiations for Consultant to provide the Services set forth in this Agreement; and

**WHEREAS**, **City Council** approved the award of this Agreement to Consultant in accordance with the terms set forth herein;

**NOW THEREFORE**, in consideration of the foregoing recitals, the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I**

**Incorporation of Recitals/Agreement Documents/Term**

1.1 Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein.

- 1.2 Agreement. This Agreement shall be comprised of the following documents:
- (1) this Agreement;
  - (2) **Exhibit "A"**, "Scope of Services";
  - (3) **Exhibit "B"**, "Project Schedule" ;
  - (4) **Exhibit "C"**, "Fee Schedule"; including Form 1295 electronically filed and signed (REQUIRED FOR COUNCIL APPROVAL)



1.3 Term. This Agreement shall commence on January 15, 2026 hereof (“Effective Date”) and shall expire on November 6, 2026 (**see Article III**) unless sooner terminated as provided herein.

## **Article II Scope of Service**

2.1 The Consultant shall perform the Services in connection with the Project as set forth in the Scope of Services. The Consultant, if a licensed engineer or registered architect shall perform the Services: (i) with the prevailing professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license but not limited to the exercise of reasonable, informed judgments and prompt, timely action; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be. If the Consultant is not a licensed engineer or registered architect, the Consultant shall perform the Services: (i) with the professional skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

2.2 The City shall, prior to commencement of Services, provide the Consultant with the information set forth in the Scope of Services, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by the Consultant in connection with the Scope of Services represent the professional judgment of the Consultant, in accordance with the standard of care applicable by law to the Services performed hereunder.

2.4 All information, documents, records, and reports developed as a result of the Services provided under this Agreement shall be the property of the City (hereinafter “Documents”). Any use by Consultant of the Documents developed hereunder, whether for publication or for work with other clients, must receive prior written permission from the City. During the term and all renewals of this Agreement, all such Documents generated, compiled, collected, or collated shall be maintained in the format required by City. Further, all such Documents shall be returned to City upon termination of this Agreement, and upon such termination shall be returned in the format required by City.

## **Article III Schedule of Work – Project Completion**

The Consultant agrees to complete the required Services and submit all work required by the City in accordance with the Project Schedule, a copy of which is attached hereto and incorporated herein as **Exhibit “B”**, and as outlined in the Scope of Services within three hundred (300) consecutive calendar days, exclusive of any review time by City, from the date of written Notice to Proceed from City to Consultant. The Parties hereto

agree and understand that time is of the essence and that failure to timely perform obligations as required under this Agreement will result in damages to the other Party.

#### **Article IV**

#### **Compensation and Method of Payment**

4.1 Consultant will be compensated in accordance with the Fee Schedule, a copy of which is attached hereto and incorporated herein as **Exhibit "C"**. Unless otherwise provided herein, payment to the Consultant shall be monthly based on the Consultant's monthly progress report and detailed monthly itemized statement for Services that shows the names of the Consultant's employees, agents, contractors performing the Services, the time worked, the actual Services performed, the rates charges for such service, reimbursable expenses, the total amount of fee earned to date, percentage of work completed on the Project through the end of the then submitted billing period, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such approved monthly statements within thirty (30) days after receipt and City verification of the Services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the Services following the City acceptance of the study, report, recommendation, or other work set forth in the Scope of Services. Nothing contained in this Agreement shall require City to pay for any work that is unsatisfactory as determined by City or which is not submitted in compliance with the terms of this Agreement, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which City may have if Consultant is in default, including the right to bring legal action for damages or for specific performance of this Agreement. Waiver of any default under this Agreement shall not be deemed a waiver of any subsequent default.

4.2 Unless otherwise provided in the Scope of Services, the Consultant shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet, and email charges. If additional services, trips, or expenses are requested, Consultant will not provide such additional services until authorized by City in writing to proceed. The Scope of Services shall be strictly limited. City shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless City shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

4.3 The hourly rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

4.4 Consultant shall keep accurate records of its Services and expenses incurred in the performance of this Agreement and shall make the same available to City

for inspection and copying upon five (5) days' notice thereof. These records shall be kept by Consultant for two (2) years following the expiration of this Agreement.

4.5 Except in the event of a duly authorized amendment to this Agreement or a Task Order (defined below), approved by the City in writing, the total cost of all professional services provided under this Agreement shall not exceed **One Hundred Forty-Four Thousand Seven Hundred and No/100 Dollars (\$144,700.00).**

4.6 In addition to the Scope of Services or as a component of the Scope of Services, City may issue specific work assignments by Task Orders describing the work to be done (hereinafter "Task Order(s)"). Consultant will provide a proposed budget for each Task Order and a related schedule for completion of the Task Order (the "**Work Schedule**"). Each such Work Schedule shall be incorporated into the Task Order and incorporated into this Agreement by reference and subject to the terms of this Agreement. In the event of a conflict between the terms of this Agreement, the Scope of Services, the Compensation Schedule, a Task Order and/or a Work Schedule, priority of interpretation shall be given to those documents in the order listed in this paragraph.

## **Article V**

### **Devotion of Time; Personnel; and Equipment**

5.1 The Consultant shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should the City require additional services not included under this Agreement, the Consultant shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with Consultant's standard hourly rate schedule, or as otherwise agreed between the Parties. When Consultant is directed to revise or expand the Scope of Services under this Section of the Agreement, Consultant shall provide City a written proposal for the entire costs involved in performing such additional services. Prior to Consultant undertaking any revised or expanded services as directed by City under this Agreement, City must authorize in writing the nature and scope of such services and accept the method and amount of compensation and the time involved in all phases of the Project. It is expressly understood and agreed by Consultant that any compensation not specified in Article IV herein above may require Corinth City Council approval and is subject to the current budget year limitations.

5.2 To the extent reasonably necessary for the Consultant to perform the Services under this Agreement, the Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Consultant may deem proper to aid or assist in the performance of the Services under this Agreement. The Consultant shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Consultant

hereunder and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Consultant shall furnish the facilities, equipment, licenses, insurance, and personnel necessary to perform the Services required under this Agreement unless otherwise provided herein.

5.4 The City may require that Consultant submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

## **Article VI Miscellaneous**

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Consultant may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Consultant to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

6.4 Governing Law and Venue. The Agreement is entered into subject to the Corinth City Charter and ordinances of City, as same may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. Consultant will make any and all reports required per federal, state, or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with Consultant's income. Situs of this Agreement is agreed to be Denton County, Texas, for all purposes, including performance and execution. The parties to this Agreement agree and covenant that this Agreement will be enforceable in Corinth, Texas; and that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Denton County, Texas.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Consultant, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All Services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Consultant will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

6.8 Right-of-Access. The Consultant shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Consultant will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier, or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City:

Attn: Scott Campbell, City Manager  
City of Corinth, Texas  
3300 Corinth Parkway  
Corinth, Texas 76208  
Telephone: 940-498-3200  
[Scott.Campbell@cityofcorinth.com](mailto:Scott.Campbell@cityofcorinth.com)  
[AccountsPayable@cityofcorinth.com](mailto:AccountsPayable@cityofcorinth.com)

If intended for Consultant:

Attn: Andrew Mata, Alt. Partner  
Birkhoff, Hendricks & Carter, LLP  
11910 Greenville Ave STE600  
Dallas, TX 75243  
214-361-7900  
[Amata@bhcllp.com](mailto:Amata@bhcllp.com)

6.10 Insurance. Before commencing work, Consultant shall, at its own expense, procure, pay for and shall maintain during the term of this Agreement insurance in accordance with the requirements set forth below and written by companies approved by the state of Texas and acceptable to the City. Consultant shall furnish to the City

certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project and be provided to the City.

Professional liability Insurance. For policies written on a “claims-made” basis, Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and that continuous coverage will be maintained or a supplemental extended reporting period will be purchased with a minimum reporting period not less than two years after the completion of this Agreement, or within 30 days prior to cancellation or non-renewal of the policy. The Consultant is solely responsible for any additional premium for the supplemental extended reporting period.

Certificates and notices should be emailed to the Purchasing Division at [Purchasing@cityofcorinth.com](mailto:Purchasing@cityofcorinth.com) or mailed to the following address:

City of Corinth, Texas  
Attn: Purchasing  
3300 Corinth Parkway  
Corinth TX 76208

#### 6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the Agreement Term the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform the City of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

**6.12 Indemnification. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, ARE CAUSED BY OR RESULT FROM CONSULTANT'S PERFORMANCE UNDER THIS AGREEMENT OR WHICH ARE CAUSED BY INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS") THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).**

**BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.**

**INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.**

**IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE CITY. CONSULTANT SHALL RETAIN CITY'S APPROVED COUNSEL FOR THE CITY WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE CITY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT DOES NOT RETAIN COUNSEL FOR THE CITY WITHIN THE REQUIRED TIME, THEN THE CITY SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONSULTANT SHALL PAY THESE ATTORNEYS' FEES AND EXPENSES. THE CITY RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY OR ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO.**

**THE CONSULTANT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS AGREEMENT.**

**THIS INDEMNIFICATION PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 Consultant's Liability. Acceptance of the Documents by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or Consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work prepared by said Consultant, its employees, associates, agents or sub-Consultants.

6.16 Right to Inspect Records. Consultant agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Consultant involving transactions relating to this Agreement. Consultant agrees that City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Consultant reasonable advance notice of intended audits. Consultant further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. City shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

6.17 Default/Termination. If at any time during the term of this Agreement, Consultant shall fail to commence the work in accordance with the provisions of this Agreement or fail to diligently provide Services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Agreement in accordance with its terms, including without limitation the Scope of Services and/or the Project Schedule, then City shall have the right, if Consultant shall not cure any such default after ten (10) days written notice thereof, to terminate this



Agreement on the eleventh (11<sup>th</sup>) day following the date of City's written notice of default. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

6.18 Termination Without Cause. In addition to termination for default as set forth in Section 6.17 of this Agreement, the City may terminate this Agreement at any time by City without cause by providing Consultant thirty (30) days written notice of such termination.

6.19 Payment Obligations Upon Termination. Upon receipt of termination notice under either Section 6.18 or Section 6.19, Consultant shall immediately terminate working on, placing orders, or entering into contracts for supplies, assistance, facilities, or materials in connection with this Agreement and shall proceed to promptly cancel all existing contracts insofar as they are related to this Agreement. Upon termination, City shall pay all money owed to Consultant based upon tasks satisfactorily completed as of the date of notice of termination. If Consultant has not met one or more percentage benchmarks as identified in **Exhibit "B", "Project Schedule"**, Consultant shall submit an invoice containing an itemized list of tasks performed with the associated hourly fee. In no event shall individually fees or the cost of such itemized list exceed the Lump Sum payment for the specific service provided by Consultant as listed in **Exhibit "C", "Fee Schedule"**.

Consultant shall be entitled to compensation for any Services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

In addition to the foregoing, If after exercising any such remedy due to Consultant's nonperformance under this Agreement, the cost to City to complete the work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Consultant hereunder, Consultant shall be liable for and shall reimburse City for such excess. City's remedies for Consultant's default or breach under this Agreement shall include monetary damages as allowed by law, re-performance of this Agreement at no extra charge to City, or equitable remedies, including without limitation specific performance of this Agreement.

6.20 Confidential Information. Consultant hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public, or proprietary nature. Consultant shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "Confidential Information" means all oral and written information concerning City, its affiliates and subsidiaries, and all oral and written information concerning City or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by Consultant or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such

materials that are or become generally available to the public other than as a result of disclosure of Consultant or are required to be disclosed by a governmental authority.

6.21 Conflict of Interest. Consultant covenants and agrees that Consultant and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the Services called for under this Agreement. All activities, investigations and other efforts made by Consultant pursuant to this Agreement will be conducted by employees, associates, or subcontractors of Consultant.

6.22 No Third-Party Beneficiary. For purposes of this Agreement, including its intended operation and effect, the parties (City and Consultant) specifically agree and contract that: (1) the Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with City or Consultant or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Consultant.

6.23 Prohibition regarding Israel. Pursuant to the requirements of Texas Government Code Chapter 2270, Consultant verifies that it does not boycott Israel, and it will not boycott Israel during the term of this Agreement.

6.24 Prohibition regarding Energy Companies. Pursuant to the requirements of Texas Government Code Chapter 2274, Consultant verifies that it does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

6.25 Prohibition regarding Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization. Pursuant to the requirements of Texas Government Code Chapter 2252, Consultant verifies that is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to foreign terrorist organization, and it will not engage in business, have contracts, or provide supplies or services to foreign terrorist organizations during the term of this Agreement.

6.26 Prohibition regarding Discrimination Against Firearm and Ammunition Industries. Pursuant to the requirements of Texas Government Code Chapter 2274, Consultant 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.

***(Signature Page to Follow)***

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF CORINTH, Tbs

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

Attest:

By: \_\_\_\_\_  
Lana Wylie, City Secretary

Approved As To Form:

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

EXECUTED this 17 <sup>\*</sup> day of 1/2 <sup>+a<"<</sup>, 202

CONSULTANT

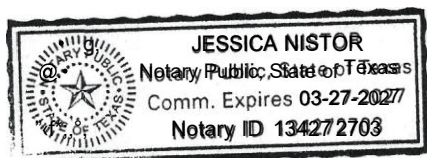
Birkhoff, Hendricks & Carter, LLP  
TBPELS Engineering Firm No. 526,  
Land Survey Firm No. 10031800

By: \_\_\_\_\_  
Name: ANDREW MOORE SR  
Title: ALT. MANAGING PARTNER

ACKNOWLEDGMENTS  
CONSULTANT

STATE OF TEXAS       )  
  )  
COUNTY OF DALLAS    )

          This instrument was acknowledged before me on the 1<sup>st</sup> day of  
Qcacm L, 205, by p  
BIG. of p Hg, a L. L./., on behalf of such entity.



Jessica Nistor  
Notary Public, State of Texas  
**CITY**

STATE OF TEXAS       )  
COUNTY OF DENTON    )

          This instrument was acknowledged before me on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_ by SCOTT CAMPBELL, City Manager of the City of  
Corinth, a home rule municipal corporation, on behalf of such corporation.

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

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**Katy Trail Sanitary Sewer**

This project consists of the preparation of construction plans and specifications for the replacement of the City of Corinth Katy Trail Sanitary Sewer project located along the Denton Katy Trail. The proposed Katy Trail Sanitary Sewer line will continue to convey flow from the City's Upper Trinity East Basin into the City's 3A Lift Station. This consists of the construction of approximately 3,000 linear feet of 10-inch sanitary sewer line. A general location map of the proposed sanitary sewer is shown as a yellow line below.

**Location Map**



**Part I: Design**

- A. Set the alignment and preliminary grade of the sanitary sewer line. Evaluate elevations and locations of existing sanitary sewer for crossings or connections.
- B. Utilizing field survey, create a plan and profile of the sanitary sewer line along the proposed route to determine the available slope, the depth of the proposed pipe, and identify potential conflicts with utilities that are located in the field (8-1-1).
- C. Construction Plan-Profile Sheets prepared at a scale of not less than 1"= 20'
- D. Prepare Coordinate control plan
- E. Prepare Standard Details
- F. Prepare Special Details
- G. Create Cover Sheet, Location Map and Sheet Index
- H. Develop erosion control plan.
- I. Submittals to State Regulatory Agencies, as required
- J. Coordination with other Franchise Utility companies, and railroad company as required
- K. Three (3) design review meetings
- L. Submit set of 30%, 60% and 90% review plans for City review. All submittals shall be via electronic file format (Adobe Acrobat file format or equal)
- M. Submit preliminary bid schedule, specifications and contract documents using NCTCOG Standard Specifications as the base at the 90% plan submittal.
- N. Prepare final quantity take-off and formulate opinion of probable construction cost based on final plans.
- O. Prepare final bid documents including bid proposal forms, construction contract documents, construction plans and technical specifications.

**Part II: Bidding Phase:**

- A. The City will publish notices in the newspaper recognized by the City Council as the official newspaper for the City of Corinth. Engineer will post the plans for bid advertisement on Civcast.
- B. The Engineer will prepare addenda to modify the plans and specifications as necessary. Questions must be submitted by potential bidders a minimum of 72 hours before the bid opening. All addenda shall be posted a minimum of 48-hours before the bid opening.
- C. Assist during opening of bids and provide bid tabulation sheets.
- D. Complete cursory review of bid documents to determine that the bid includes all sheets of the Engineer's office original file set.
- E. Obtain experience record and references from the apparent low bidder. Check references of apparent low bidder.
- F. Formulate opinion from information received and provide a letter of recommendation for award of a construction contract. Bid tabulation summary sheets will also be sent to the City.

**Part III: Construction Phase**

- A. After award of contract, furnish four (4) sets of 11" x 17" final plans, specifications, and contract documents to the City for construction use by the City and Contractor.
- B. Attend the Pre-Construction Conference, including preparing an agenda.
- C. Attend coordination meetings with contractor, quality control personnel, and City representatives as required to discuss strategy, problem areas, progress, and other coordination matters (6 meetings are included).
- D. Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information stated by the Contract Documents. The contractor is to review and stamp their approval on



submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents. Review of shop drawings will be completed by review of electronic PDF files provided by the Contractor.

- E. Provide written responses to requests for information or clarification to City or Contractor. Responses will be in electronic format.
- F. Prepare and process routine change orders for this project as they pertain to the original scope of work. Transmittal will be electronically and will include construction plan sheet changes.
- G. Prepare monthly pay request from information obtained from Contractor and/or City Inspector and prepare pay request along with letter of recommendation for payment. Pay requests will be transmitted electronically.
- H. Accompany the City during their final inspection of the project. Prepare City's punch list and transmit it electronically.

**Part IV: Special Services**

- A. Survey for design, property, and if necessary, refreshing coordinate control points prior to construction. Contact Dig Tess (Texas811) to establish ticket and request location of franchise utilities.
- B. Preparation of Plat and Field Note Descriptions for possible sanitary sewer easements required. Nine (9) easement descriptions are included for the purpose of establishing a budget for this work.
- C. Miscellaneous project expenses include printing hard copy plan sets for preliminary and final reviews by the City and utilities, printing hard copy

documents for bidding, for construction, and mileage for site visits and meetings.

- D. Prepare record drawings utilizing on-site representative and Contractor construction record information, consultant will prepare one set of reproducible record drawings and provide an electronic copy in PDF format..

**Part V: Exclusions**

The intent of this scope of services is to include only the services specifically listed herein and no others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Certification that work is in accordance with plans and specifications
- B. Consulting services by others not included in Scope of Services
- C. Contractor's means and methods
- D. Environmental cleanup
- E. Environmental impact statements and assessments
- F. Fees for permits
- G. Fees for publicly advertising the construction project.
- H. Fiduciary responsibility to the Client.
- I. Hydrologic or hydraulic studies
- J. On-site construction safety precautions, programs, and responsibility (Contractor's responsibility)
- K. Legal Services
- L. Phasing of Contractor's work
- M. Quality control and testing services during construction
- N. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans)
- O. Services in connection with condemnation hearings
- P. Traffic engineering study or reports
- Q. Trench safety designs
- R. Wetlands determination

**Part VI: Terms and Conditions For Electronic File Transfers**

Electronic files are transmitted on the terms and conditions below:

By opening, accessing, copying, or otherwise using the transmitted electronic files, these terms and conditions are accepted by the user.

- A. The electronic files are compatible with the following software packages operating on a PC using Windows operating systems:
- Autocad Civil 3D 2022 , Civil 3D 2017
  - Innovyze InfoWater Pro 3.0 with ESRI Arc Pro 2.7
  - Innovyze InfoSewer Pro 7.6 with ESRI Arc Map 10.4
  - ESRI 10.4
  - MS Office 365
  - Bluebeam Revu (PDF) Ver 10 - Ver 2020
- B. Birkhoff, Hendricks & Carter, L.L.P. makes no warranty as to the compatibility of these files beyond the specified release of the above stated software.
- C. Because data stored on electronic media can deteriorate undetected or be modified, Birkhoff, Hendricks & Carter, L.L.P. will not be held liable for completeness or correctness of electronic media.
- D. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, Birkhoff, Hendricks & Carter, L.L.P.'s hard copy file will govern in all cases.
- E. Electronic files may only be modified in accordance with the Texas Engineering Practice Act for modifying another Engineer's design.

**EXHIBIT “B”**  
**PROJECT SCHEDULE**

Notice to Proceed (NTP) .....	January 15, 2026
Field Survey.....	January 30, 2026
Complete 30% Preliminary Plans.....	March 27, 2026
Complete 60% Preliminary Plans.....	May 29, 2026
Complete 90% Preliminary Plans.....	July 10, 2026
Complete Final Plans and Specifications.....	August 28, 2026
Advertise Project.....	September 2026
Bid Opening.....	September 2026
Award Contract .....	October 2026
Begin Construction .....	November 2026

### EXHIBIT "C" FEE SCHEDULE

The following is the Compensation Schedule for Consulting Services under Exhibit "A".

<u>Task</u>		<u>Fee Amount</u>
	<b><u>BASIC SERVICES</u></b>	
Compensation for Basic Services described under Parts 1-3 shall be based on a Lump Sum Basis in the following amounts		
1	Design Phase	\$82,400.00
2	Bidding Phase	\$3,500.00
3	Construction Administration Phase	\$15,200.00
	<b>Basic Services Subtotal:</b>	<b>\$101,100.00</b>
Compensation for additional services under Part 4 shall be on an hourly basis of salary cost times a multiplier of 2.45 for time expended on the task. Field survey crew shall be based on \$195.00 per hour, inclusive of all equipment rentals and software licensing; plus, mileage charge at the IRS established rate. Expenses shall be at invoice cost times a multiplier of 1.15.		
	<b><u>ADDITIONAL SERVICES</u></b>	
4A	Design and Property Surveys	\$9,600.00
4B	Plat and Field Note Descriptions (9)	\$31,500.00
4C	Miscellaneous Project Expenses	\$500.00
4D	Record Drawings	\$2,000.00
	<b>Additional Services Subtotal:</b>	<b>\$43,600.00</b>
	<b>Total Not To Exceed Amount:</b>	<b>\$144,700.00</b>

The maximum overall fee established herein shall not be exceeded without written authorization from the City, based on increased scope of services. Payment invoices are to be made and emailed monthly based on the percentage complete for the Basic Services and based on the actual hourly expenditures for the Additional Services. Payment is due within 30 days of receipt of invoice.

CERTIFICATE OF INTERESTED PARTIES

Section H, Item 8.

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Birkhoff, Hendricks & Carter, LLP  
Dallas, TX United States

Certificate Number:  
2025-1399784

Date Filed:  
12/12/2025

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

Date Acknowledged:  
12/31/2025

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.  
Katy Trail Sanitary Sewer  
Provide professional engineering services for the City of Corinth Katy Trail Sanitary Sewer project.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Mata, Andrew	Dallas, TX United States	X	
	Kerkhoff, Craig	Dallas, TX United States	X	
	Chaney, Derek	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 \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(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)



## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	1/15/2026	<b>Title:</b>	3D Mapping System State Grant Resolution
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

#### Item/Caption

Consider and act on a Resolution of intent to submit a grant for state funding to purchase a 3D mapping system.

#### Item Summary/Background/Prior Action

The City of Corinth Police Department seeks approval to submit a grant application to the Office of the Governor for the 3D Mapping System Grant for the 2026–2027 fiscal year. The 3D Mapping System will enhance the Police Department’s ability to document and analyze crime scenes and traffic collisions, improve investigative accuracy, and support efficient case resolution, ultimately benefiting public safety and the citizens of Corinth.

#### Financial Impact

The grant is \$120,000 and would fully fund the purchase of a 3D mapping system, software, training, and a five-year maintenance plan.

#### Applicable Policy/Ordinance

#### Staff Recommendation/Motion

Staff recommends approval of the resolution.

CITY OF CORINTH, TEXAS  
RESOLUTION NO. 26-01-15-XX

3D MAPPING SYSTEM GRANT RESOLUTION

**WHEREAS**, the City of Corinth finds it in the best interest of the citizens of Corinth, that the 3D Mapping System Grant be operated for the 2026-2027 FY; and

**WHEREAS**, the City of Corinth agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Corinth assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, the City of Corinth designates Deputy Chief Jimmie Gregg as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**WHEREAS**, the City of Corinth designates Lee Ann Bunselmeyer as the grantee’s financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS:** that the City of Corinth approves submission of the grant application for the 3D Mapping System to the Office of the Governor.

**PASSED AND APPROVED THIS 15<sup>TH</sup> DAY OF JANUARY, 2026.**

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

ATTEST:

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

**APPROVED AS TO FORM:**

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

Grant Number # 5705901





CITY OF CORINTH  
Staff Report

Meeting Date:	1/15/2026	Title:	Bullet-Resistant Components for Law Enforcement Vehicles Grant								
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development  <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development										
Owner Support:	<table><tr><td><input type="checkbox"/> Planning &amp; Zoning Commission</td><td><input type="checkbox"/> Economic Development Corporation</td></tr><tr><td><input type="checkbox"/> Parks &amp; Recreation Board</td><td><input type="checkbox"/> TIRZ Board #2</td></tr><tr><td><input type="checkbox"/> Finance Audit Committee</td><td><input type="checkbox"/> TIRZ Board #3</td></tr><tr><td><input type="checkbox"/> Keep Corinth Beautiful</td><td><input type="checkbox"/> Ethics Commission</td></tr></table>			<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
<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 Resolution of intent to submit a grant for state funding to purchase bullet-resistant components for law enforcement vehicles.

**Item Summary/Background/Prior Action**

The City of Corinth Police Department is seeking approval to submit a grant application to the Office of the Governor for Bullet-Resistant Components. This package will provide bullet-resistant components to our current fleet front driver and passenger door panels, front windows, and front windshield, for Law Enforcement Vehicles Grant for the 2025–2027 fiscal years. Participation in this grant program is in the best interest of the citizens of Corinth and will enhance officer safety by supporting the installation of bullet-resistant components in law enforcement vehicles.

**Financial Impact**

The grant, in the amount of \$205,000, would fully fund the acquisition of bullet-resistant components and installation.

**Applicable Policy/Ordinance**

**Staff Recommendation/Motion**

Staff recommends approval of this resolution.

CITY OF CORINTH, TEXAS  
RESOLUTION NO. 26-01-15-XX

BULLET-RESISTANT COMPONENTS FOR LAW ENFORCEMENT VEHICLES GRANT  
RESOLUTION

**WHEREAS**, the City of Corinth finds it in the best interest of the citizens of Corinth, that the Bullet-Resistant Components for Law Enforcement Vehicles Grant be operated for the 2025-2027 FY; and

**WHEREAS**, the City of Corinth agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Corinth assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, the City of Corinth designates Deputy Chief Jimmie Gregg as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**WHEREAS**, the City of Corinth designates Lee Ann Bunselmeyer as the grantee’s financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORINTH TEXAS:** that the City of Corinth approves submission of the grant application for the Bullet-Resistant Components for Law Enforcement Vehicles to the Office of the Governor.

**PASSED AND APPROVED THIS 15<sup>TH</sup> DAY OF JANUARY, 2026.**

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

ATTEST:

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

**APPROVED AS TO FORM:**

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

Grant Number # 5647901



# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	1/15/2026	<b>Title:</b>	Atmos Franchise Agreement
<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  <a href="#">Click to enter recommendation/decision of supporting group.</a>		

**Item/Caption**

Consider and act on an Ordinance granting to Atmos Energy Corporation, a Texas and Virginia Corporation, it’s successors and assigns, a franchise to construct, maintain, and operate pipelines and equipment in the City of Corinth, Denton County, Texas, for the transportation, delivery, sale and distribution of gas in, out of and through said City for all purposes; providing for the payment of a fee or charge for the use of the public Rights-of Ways; and providing that such fee shall be in lieu of other fees and charges, excepting Ad Valorem taxes; and repealing all previous Gas Franchise Ordinances; providing a term of agreement; providing for repeal; providing for severability; and providing an effective date.

**Item Summary/Background/Prior Action**

Atmos Energy Corporation, Mid-Tex Division (“Atmos Energy”), is engaged in the business of supplying natural gas utility services to customers within the City of Corinth through facilities located in the City’s public rights-of-way. The City and Atmos Energy have operated under a franchise agreement that expired on December 31, 2025.

Both the City of Corinth and Atmos Energy desire to adopt a new franchise agreement to continue natural gas service within the City and to formalize the terms and conditions under which Atmos Energy may occupy and utilize the City’s public rights-of-way.

The proposed franchise ordinance grants Atmos Energy, its successors and assigns, consent to use and occupy the City’s present and future streets, alleys, highways, public utility easements, and other public rights-of-way for the purpose of constructing, operating, maintaining, repairing, replacing, and protecting its natural gas distribution system. This includes the delivery, transportation, and sale of natural gas to customers within the City limits, as those limits may change over time.

Key provisions of the proposed franchise include:

- The franchise will be effective through December 31, 2045.
- Atmos Energy will pay the City an annual franchise fee equal to four percent (4%) of Gross Revenues received during the preceding calendar year. The first payment is due on or before February 15, 2026.

- Each subsequent annual payment is due on or before February 15 of each year, with the final payment due February 15, 2045.
- The franchise grants Atmos Energy authority to occupy only the City's public rights-of-way. It does not authorize use of any City-owned property outside of those public areas.

The City retains full authority to regulate the use of public property in the interest of **public health, safety, and welfare**. Nothing in the franchise impairs either party's rights under the Texas Public Utility Regulatory Act or other applicable laws.

### **Financial Impact**

The City will receive an annual franchise fee equal to 4% of Atmos Energy's gross revenues derived from operations within the City. This revenue supports the City's General Fund and offsets the impact of utility operations within public rights-of-way. The exact annual amount will vary based on customer usage and revenues. However, this is estimated at \$250,000 based on historical payments. No direct cost to the City is associated with approval of this franchise ordinance.

### **Applicable Policy/Ordinance**

The City has explicit statutory authority under state law to grant a gas-utility franchise to Atmos Energy, regulate its use of the public rights-of-way, and require a franchise fee as agreed.

### **Staff Recommendation/Motion**

Staff recommends approval of the Ordinance granting to Atmos Energy Corporation, a Texas and Virginia Corporation, its successors and assigns, a franchise to construct, maintain, and operate pipelines and equipment in the City of Corinth, Denton County, Texas, for the transportation, delivery, sale and distribution of gas in, out of and through Corinth effective January 1, 2026.

**ORDINANCE NO: \_\_\_\_\_**

**AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF CORINTH, DENTON COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES; PROVIDING A TERM OF AGREEMENT; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth, Texas is a home rule municipality, (the “City”) acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

**WHEREAS**, Atmos Energy Corporation is engaged in the business of supplying gas utility services through its facilities within the City of Corinth to customers throughout the City of Corinth; and

**WHEREAS**, the City's franchise with Atmos Energy will expire on December 31, 2025 and both parties desire to adopt a new franchise; and

**WHEREAS**, Atmos Energy Corporation has continued the existing franchise agreement terms; and

**WHEREAS**, the City has a governmental interest to provide for public safety and to regulate the use of the City’s Right-of-Way to prevent damage to the public space and manage the location of utility equipment; and.

**WHEREAS**, the City recognizes that Atmos uses public rights-of-way to install, maintain, and repair the natural gas pipelines that serve its customers; and

**WHEREAS**, the City finds that the terms provided in this franchise agreement are necessary to protect the public health, safety, and well-being.

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

**SECTION 1. GRANT OF AUTHORITY & TERM:**

The City of Corinth, Texas, hereinafter called "City," or "Grantor", hereby grants to Atmos Energy Corporation, Mid-Tex Division, hereinafter called "Atmos Energy," or "Grantee," its successors and assigns, consent to use and occupy the present and future streets, alleys, highways, public utility easements, public ways and other public places ("Public Rights-of-Way"), for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment (the "System") to deliver, transport, and distribute gas in, out of, and through City for persons, firms, and corporations, including all the general public, and to sell gas to persons, firms, and corporations, including all the general public, within the City corporate limits, as such limits may be amended from time to time during the term of this franchise, said consent being granted for a term ending December 31, 2045. This Franchise does not authorize Grantee to use any property owned by the City that is not within the Public Rights-of-Way.

The grant to Atmos Energy is subject to the terms and conditions contained herein, the Texas Constitution, the City's Charter, City ordinances, state and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future, provided that the City's ordinances, rules and regulations are not destructive of the rights granted herein. Notwithstanding the foregoing, the City has and enjoys all rights to regulate the use of City's public land for the benefit of public health, safety, and welfare. This franchise ordinance shall in no way affect or impair the rights, obligations or remedies of the parties under the Texas Public Utility Regulatory Act, other state or federal law or the Texas Constitution. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party made contrary to any federal, state, or local law or regulation.

**SECTION 2. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION OF ATMOS ENERGY FACILITIES:**

- A. Atmos Energy shall lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment to minimize interference with traffic, place or cause to be placed appropriate barriers to mark excavations or obstructions, and restore to approximate original condition all Public Rights-of-Way that it may disturb. Atmos Energy shall lay, maintain, construct, operate, and replace its pipes, mains, laterals and other equipment located in the Public Rights-of-Way in a manner that minimizes interference with use by the general public in both Public Rights of Way and private property. In determining the location of the facilities of the City and other users of Public Right-of-Way within City, City shall minimize interference with then existing facilities of Atmos Energy and shall require other users of Public Rights-of-Way to minimize interference with existing facilities of Atmos Energy. In the event of a conflict between the location of the proposed facilities of Atmos Energy and the location of the existing facilities of City or other users of Public Rights-of-Way within Public Rights-of-Way that cannot otherwise be resolved,

City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities within the Public Rights-of-Way.

Atmos Energy or contractors working on behalf of Atmos Energy shall not be required to pay for street cutting, street excavation or other special permits related to excavations in Public Rights-of-Way in connection with Atmos Energy's operations in Public Rights-of-Way. All work done in connection with construction, maintenance, operation and relocation or repair of the System shall be in compliance with all applicable laws, rules, and regulations of the City and the State of Texas. In performing any work, Atmos Energy shall carry out the work in accordance with direction given by the City Council under the police and regulatory powers of the City and shall take further direction from the City Manager or designee, provided that such directions do not conflict with the applicable state or federal laws, rules, and regulations. If the City does not provide the annual capital improvement plan on its website, the City agrees to provide to Atmos Energy within ten (10) business days after completion of its annual capital improvements plan, if any, as well as any updates or changes as soon as the plan, update, or change becomes available. City shall notify Atmos Energy as soon as reasonably possible of any projects that will affect Atmos Energy's facilities located in the Public Rights-of-Way. When required by City to remove or relocate its mains, laterals, and/or other facilities lying within Public Rights-of-Way, Atmos Energy shall do so as soon as practically possible with respect to the scope of the project. In no event shall Atmos Energy be required to remove or relocate its facilities in less than thirty (30) days from the time notice is given to Atmos Energy by City.

- B. If City, in constructing its sewers, drainage, water lines, streets, or utilities, should request that Atmos Energy remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way, Atmos Energy shall do so at its own expense for facilities that are in conflict, unless such work is for the primary purpose of beautification or to accommodate a private developer. Facilities are deemed to be in conflict to the extent that the proposed City facilities are determined by Atmos Energy to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. Atmos Energy shall not be required to relocate facilities to a depth of greater than four (4) feet unless the City determines, in consultation with Atmos Energy, that the protection of public health and safety requires the location of the facilities at such greater depth and such depth is not inconsistent with gas distribution industry standard safe operating practices, or if state or federal law or regulation requires that the lines be buried at a deeper depth. All construction shall be completed to applicable City design criteria and standards where consistent with natural gas distribution industry standards

If Atmos Energy is required by City to remove or relocate its mains, laterals, or other facilities lying within Public Rights-of-Way for any reason other than the construction or reconstruction of sewers, drainage, water lines, streets or utilities by City, Atmos Energy shall be entitled to reimbursement from City or others of the cost and expense of such removal or relocation.

When Atmos Energy is required by City to remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way to accommodate a request by City, and costs

of utility removals or relocations are eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Atmos Energy as a result of such removal or relocation, and such reimbursement is required to be handled through City, Atmos Energy costs and expenses shall be included in any application by City for reimbursement if Atmos Energy submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable written notice to Atmos Energy of the deadline for Atmos Energy to submit documentation of the costs and expenses of such relocation to City. Upon receipt of an amount of reimbursement intended for utility relocations including gas utilities, City shall remit to Atmos Energy, within thirty (30) days of receipt, any portion of such reimbursement specifically designated as a reimbursement of Atmos Energy's costs incurred in the relocation or removal of Atmos Energy's facilities but only after City has been fully reimbursed for its own costs of relocation or removal of utilities and related facilities.

- C. When Atmos Energy is required to remove or relocate its mains, laterals or other facilities to accommodate construction by City without reimbursement from City, Atmos Energy shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Atmos Energy to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when Company is required by City to perform relocation.
- D. If City abandons any Public Rights-of-Way in which Atmos Energy has facilities, such abandonment shall be conditioned on Atmos Energy's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Atmos Energy for all removal or relocation expenses if Atmos Energy agrees to the removal or relocation of its facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests Atmos Energy to remove or relocate its facilities and Atmos Energy agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.
- E. Atmos Energy will comply with applicable provisions of City's Right-of-Way Ordinance. The installation and replacement of system facilities in the Public Rights-of-Way- shall be subject to inspection by the City and such inspections shall be conducted within a reasonable time after completion of work by Atmos Energy. Atmos Energy shall promptly perform any reasonably necessary remedial action required by the City pursuant to such inspections.
- F. If a meter is to be installed in or near the Public Right-of-Way, Atmos Energy agrees to discuss with the Public Works Director or designee the aesthetics of the meter placement and agrees to accommodate a City request regarding replacement to the extent possible. If City requests a meter upgrade, Atmos Energy will comply so long as City reimburses



Atmos Energy for the reasonable costs incurred by Atmos Energy in changing meters. In no event shall underground meters be required.

- G. Upon request by City, Atmos Energy shall provide maps showing the location of its facilities and cooperate in locating its facilities when necessary to avoid conflict and protect the health and safety of the public. Any maps provided by Grantee to the City shall be deemed confidential and will be provided solely for the City's use, subject to the requirements of the Texas Public Information Act (the "Act"), as amended. Atmos Energy shall be solely responsible for specifically identifying and marking all documents and information that Atmos Energy believes to be classified as proprietary and confidential with the notation "proprietary and confidential" (the "Confidential Information"). If the City receives a request under the Act that includes Atmos Energy's Confidential Information, City agrees to submit an opinion request to the Texas Attorney General in accordance with the Act, as amended. The City also will provide Atmos Energy with notice of the request, and thereafter Atmos Energy is solely responsible for establishing that an exception under the Act allows the City to withhold the information. City shall not be liable to Atmos Energy for disclosure required pursuant to the Opinion of the Attorney General or order of a Court and shall under no circumstances be required to file a lawsuit or take other action to protect Atmos Energy's Confidential Information.

### **SECTION 3. RATES, RULES, AND REGULATIONS:**

- A. The City expressly reserves, and Atmos Energy expressly recognizes, the City's right and duty to adopt, from time to time, in addition to the provisions herein, and after reasonable notice and hearing, such rules and regulations that may be in the public interest regarding rates, cost of service, cost of gas, furnishing of service, construction of Grantee's facilities on City property, on, in, under and above Public Rights-of-Way as the City deems necessary.
- B. The City Council hereby expressly reserves the right, power, and authority to fully regulate and fix the rates and charges for the services of Atmos Energy to its customers as provided by State law and the City Charter.

### **SECTION 4. GAS SERVICE:**

- A. Atmos Energy shall own, operate, and maintain all service lines, which are defined as the supply lines, and attached couplings, valves, risers, fittings and other hardware extending from the Atmos Energy main up to and including the customer's meter where gas is measured by Atmos Energy. The customer shall own, operate, and maintain all yard lines and house piping. Yard lines are defined as the underground supply lines extending from the point of connection with Grantee's customer meter to the point of connection with customers' house piping.
- B. Atmos Energy shall give notice to any customer prior to permanent or temporary discontinuance of such service.

## SECTION 5. INDEMNITY & INSURANCE:

**A. INDEMNITY. IN THE EVENT OF INJURY OR DEATH TO ANY PERSON OR DAMAGE TO ANY PROPERTY BY REASON OF ATMOS ENERGY'S CONSTRUCTION, OPERATION, MAINTENANCE, OR REPLACEMENT OF ATMOS ENERGY'S PIPELINE SYSTEM WITHIN PUBLIC RIGHTS-OF-WAY, ATMOS ENERGY SHALL INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (THE "INDEMNITEES") FROM AND AGAINST ALL LIABILITY IN CONNECTION THEREWITH TO THE EXTENT SUCH INJURY, SUITS, ACTIONS OR CLAIMS OF INJURY TO ANY PERSON OR PERSONS, OR DAMAGES TO ANY PROPERTY BROUGHT OR MADE FOR, OR ON ACCOUNT OF ANY DEATH, INJURIES TO, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, OR FOR OR ON ACCOUNT OF ANY DEATH, INJURIES TO, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF, OR OCCASIONED BY ATMOS ENERGY'S INTENTIONAL AND/OR NEGLIGENT ACTS OR OMISSIONS IN CONNECTION WITH ATMOS ENERGY'S OPERATIONS; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY DETERMINED BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED FROM THE SOLE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES. IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH ATMOS ENERGY AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY OF THE DEFENSE OF THE PARTIES UNDER TEXAS LAW. FURTHER IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH ATMOS ENERGY AND THE CITY, RESPONSIBILITY FOR ALL COSTS OF DEFENSE SHALL BE APPORTIONED BETWEEN THE CITY AND ATMOS ENERGY BASED ON THE COMPARATIVE FAULT OF EACH.**

**IN THE EVENT ANY ACTION OR PROCEEDING SHALL BE BROUGHT AGAINST THE INDEMNITEES BY REASON OF ANY MATTER FOR WHICH THE INDEMNITEES ARE INDEMNIFIED HEREUNDER, ATMOS ENERGY SHALL, UPON NOTICE FROM ANY OF THE INDEMNITEES, AT ATMOS ENERGY'S SOLE COST AND EXPENSE, RESIST AND DEFEND THE SAME WITH LEGAL COUNSEL SELECTED BY ATMOS ENERGY; PROVIDED, HOWEVER, THAT ATMOS ENERGY SHALL NOT ADMIT LIABILITY IN ANY SUCH MATTER ON BEHALF OF THE INDEMNITEES WITHOUT THEIR WRITTEN CONSENT AND PROVIDED FURTHER THAT INDEMNITEES SHALL NOT ADMIT LIABILITY FOR, NOR ENTER INTO ANY COMPROMISE OR SETTLEMENT OF, ANY CLAIM FOR WHICH THEY ARE INDEMNIFIED HEREUNDER, WITHOUT THE PRIOR WRITTEN CONSENT OF ATMOS ENERGY. ATMOS ENERGY'S OBLIGATION TO DEFEND SHALL APPLY**

**REGARDLESS OF WHETHER CITY IS CONCURRENTLY NEGLIGENT. THE INDEMNITEES SHALL GIVE ATMOS ENERGY PROMPT NOTICE OF THE MAKING OF ANY CLAIM OR THE COMMENCEMENT OF ANY ACTION, SUIT OR OTHER PROCEEDING COVERED BY THE PROVISIONS OF THIS SECTION. NOTHING HEREIN SHALL BE DEEMED TO PREVENT THE INDEMNITEES AT THEIR ELECTION AND AT THEIR OWN EXPENSE FROM COOPERATING WITH ATMOS ENERGY AND PARTICIPATING IN THE DEFENSE OF ANY LITIGATION BY THEIR OWN COUNSEL. IF ATMOS ENERGY FAILS TO RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIPT OF INDEMNITEE'S WRITTEN NOTICE THAT INDEMNITEE IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS FRANCHISE, INDEMNITEES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND ATMOS ENERGY SHALL BE LIABLE FOR ALL REASONABLE AND NECESSARY DEFENSE COSTS INCURRED BY INDEMNITEES.**

**THIS SECTION DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW. THIS SECTION IS NOT INTENDED TO CREATE A CAUSE OF ACTION OR LIABILITY FOR THE BENEFIT OF THIRD PARTIES BUT IT IS SOLELY FOR THE BENEFIT OF ATMOS ENERGY AND THE CITY AND THE NAMED CLASSES OF INDEMNITEES.**

B. **Insurance.** Atmos Energy's shall, at its sole cost and expense, obtain, maintain, and provide, throughout the term of this franchise, insurance or self-insurance against all claims for injuries to person or damages to property that may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Atmos Energy, its agents, representatives or employees in accordance with sound accounting and risk-management practices and the following minimum coverage:

- (1) Commercial general or excess liability on a claims made basis with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:
  - (a) Completed operations to be maintained for one (1) year.
  - (b) Personal and advertising injury.
  - (c) Contractual liability.
  - (d) Explosion, collapse, or underground (XCU) hazards.
- (2) Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit. This coverage shall include all owned, hired and non-owned automobiles. Pollution liability insurance, with a minimum coverage of \$10,000,000 per occurrence shall be provided for bodily injury and property damage resulting from pollutants which are discharged suddenly and accidentally. Such insurance shall provide coverage for clean-up costs.

- (3) Workers' compensation and employers' liability coverage: Statutory coverage limits for Coverage A and five hundred thousand dollars (\$500,000) Coverage B employers' liability is required.
- (4) Atmos Energy will provide proof of insurance and a certificate of insurance in accordance with this franchise within thirty (30) days of the effective date of the franchise. Atmos Energy will not be required to furnish separate proof when applying for permits.

Atmos Energy will require its self-insurance to respond to the same extent as if City is an additional insured and waive subrogation rights against City, and any excess coverage purchased solely to insure Atmos Energy's obligations within the City will name City as an additional insured. Atmos Energy's insurance shall be primary for liability pursuant to this franchise.

#### **SECTION 6. NON-EXCLUSIVE FRANCHISE:**

The rights, privileges, and franchises granted by this franchise ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for City and the inhabitants thereof.

#### **SECTION 7. PAYMENTS TO CITY:**

- A. Atmos Energy, its successors and assigns, agrees to pay and City agrees to accept, on or before the 15<sup>th</sup> day of February 2026, and on or before the same day of each succeeding year during the term of this franchise the last payment being made on the 15<sup>th</sup> day of February 2045, a sum of money which shall be equivalent to four percent (4%) of the Gross Revenues, as defined in Section 7.B below, received by Atmos Energy during the preceding calendar year.
- B. "Gross Revenues" shall mean:
  - (1) all revenues received by Atmos Energy from the sale of gas to all classes of customers (excluding gas sold to another gas utility in the City for resale to its customers within City) within the City;
  - (2) all revenues received by Atmos Energy from the transportation of gas through the System of Atmos Energy within the City to customers located within the City (excluding any gas transported to another gas utility in City for resale to its customers within City);
  - (3) the value of gas transported by Atmos Energy for Transport Customers through the System of Atmos Energy within the City ("Third Party Sales")(excluding the value of any gas transported to another gas utility in City for resale to its customers within City), with the value of such gas to be established by utilizing Atmos Energy's monthly Weighted Average Cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably near the time as the transportation service is performed; and

- (4) “Gross Revenues” shall also include fees collected pursuant to this agreement and the following “miscellaneous charges”: charges to connect, disconnect, or reconnect gas and charges to handle returned checks from consumers within the City.
- (5) “Gross Revenues” shall not include:
- (a) revenues billed but not ultimately collected or received by Atmos Energy;
  - (b) contributions in aid of construction, meaning monies received by Atmos Energy for construction, removal, or relocation of facilities in the City’s Public Rights-of-Way, and not including donated property or reimbursements received for damages to the System;
  - (c) the revenue of any affiliate or subsidiary of Atmos Energy;
  - (d) sales tax paid to the City;
  - (e) interest or investment income earned by Atmos Energy; and
  - (f) monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City’s right-of-way.

- C. The initial payment for the rights and privileges herein provided shall be for the privilege period beginning with the effective date of this agreement through December 31, 2026, and each succeeding payment shall be for the privilege period of the calendar year in which the payment is made.

It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Atmos Energy or Atmos Energy’s agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Atmos Energy’s obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges aforesaid.

- D. Effect of Other Municipal Franchise Ordinance Fees Accepted and Paid by Atmos Energy

If Atmos Energy should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in Atmos Energy’s Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of

its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Atmos Energy to City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver.

E. Atmos Energy Franchise Fee Recovery Tariff

- (1) Atmos Energy may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement.
- (2) City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Atmos Energy's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Atmos Energy's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by Atmos Energy and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Atmos Energy.
- (3) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Atmos Energy.

F. Lease of Facilities Within City's Rights-of-Way. Atmos Energy shall have the right to lease, license or otherwise grant to a party other than Atmos Energy the use of its facilities within the City's public rights-of-way provided: (i) Atmos Energy first notifies the City of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) Atmos Energy makes the franchise fee payment due on the revenues from such lease pursuant to Section 5 of this Ordinance. This authority to Lease Facilities within City's Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees.

G. City shall within thirty (30) days of final approval, give Company notice of annexations and disannexations of territory by the City, which notice shall include a map and addresses, if known. Upon receipt of said notice, Company shall promptly initiate a process to reclassify affected customers into the city limits no later than sixty (60) days after receipt of notice from the City. The annexed areas added to the city limits will be included in future franchise fee payments in accordance with the sales tax effective date of the annexation if notice was timely received from City. Upon request from City, Company will provide documentation to verify that affected customers were appropriately

reclassified and included for purposes of calculating franchise fee payments. In no event shall the Company be required to add premises for the purposes of calculating franchise payment prior to the earliest date that the same premises are added for purposes of collecting sales tax.

**SECTION 8. BOOKS AND RECORDS:**

- A. Grantee shall keep and maintain complete books, records, accounts, documents, and papers pertaining to Grantee's facilities in accordance with Grantee's records retention policy for relevant records at the time this Franchise is accepted.
- B. Grantee shall make such books, records, contracts, accounts, documents and papers in any way related to this franchise ordinance available for inspection in the course of performing an audit by City officials and employees upon reasonable notice. Such production may be at Grantee's offices, Corinth City Hall, or other location provided by the Grantee and agreeable to the City.
- C. Grantee shall file with the City those documents required by law to be filed with the City, and otherwise, upon City's request, all tariffs, rules, regulations and policies under consideration with the Railroad Commission, or successor agency, relating to the facilities and operations, any matters relating to the System facilities and operations, any matters affecting the use of Public Rights-of-Way, or this franchise Agreement and ordinance. Upon request, the Grantee shall provide the City with a copy of filings it makes with the Railroad Commission affecting the same. In addition, upon request, the Grantee will provide the City copies of the Grantee's most recent annual report, all petitions, communication reports, advice letters, audits, complaints and applications together with supporting pre- filed testimony and exhibits filed by the Grantee or third parties with the Railroad Commission.
- D. The Grantee shall submit reports and information as the City may from time to time reasonably request concerning operations and activities of the Grantee under this franchise ordinance.

**SECTION 9. ACCEPTANCE OF FRANCHISE:**

In order to accept this franchise, Atmos Energy must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City. If such written acceptance of this franchise ordinance is not filed by Atmos Energy, the franchise ordinance shall be rendered null and void.

When this franchise ordinance becomes effective, all previous ordinances of City granting franchises for gas delivery purposes that were held by Atmos Energy shall be automatically canceled and annulled, and shall be of no further force and effect.

**SECTION 10. DEFAULT, REMEDIES, TERMINATION:**

- A. In addition to all other rights and powers retained by the City under this Franchise or otherwise, the City reserves the right to forfeit and terminate the Franchise and all rights

and privileges of the Grantee hereunder in the event of a breach of its material terms and conditions. A breach by Grantee shall include the following:

- (1) Violation of any provision of the franchise ordinance or any rule, order, regulation or determination of the City made pursuant to the franchise Agreement and ordinance;
  - (2) Attempt to evade any provision of the franchise or to practice any fraud or deceit upon the City or its residents;
  - (3) Failure to begin or complete Gas facility construction and/or extension as agreed to with the City; or
  - (4) Failure to provide the services set forth in this Franchise Agreement and ordinance.
- B. The foregoing shall not constitute a breach if the violation occurs without fault of the Grantee or occurs as a result of circumstances beyond its control which could not have been avoided as a result of the exercise of reasonable care. Grantee shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.
- C. The City may make a written demand that the Grantee comply with any such provision, rule, order, or determination under or pursuant to this franchise ordinance. If the violation by the Grantee continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the City may take under consideration the issue of termination of the Franchise.
- D. If Grantee does not cure the default within such time frame, City shall notify Grantee in writing of its right to have a hearing before the City Council to present any objections or defenses Grantee may have that are relevant to the proposed termination. The notice shall specify a hearing date which shall be at least 30 days from the date of the notice. After such hearing, the City may determine whether to continue or to terminate the franchise. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Grantee of the City Council's decision terminating the franchise, the effective date of such termination shall be either when such appeal is withdrawn or a court order upholding the termination becomes final and unappealable, and until the termination becomes effective, the provisions of this franchise ordinance shall remain in effect for all purposes.
- E. Remedies Cumulative. Notwithstanding the foregoing, the rights and remedies of City set forth in this section shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Grantee understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same breach of this franchise ordinance.



**SECTION 11. PARAGRAPH HEADINGS. CONSTRUCTION:**

The paragraph headings contained in this ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this ordinance and this ordinance shall not be construed either more or less strongly against or for either party.

**SECTION 12. MISCELLANEOUS PROVISIONS:**

- A. Assignment. Pursuant to Section 11.04 of the City Charter, no assignment or transfer of this franchise shall be made, in whole or in part, without approval of the City Council of the City; provided however that such approval cannot be unreasonably withheld.
  
- B. Notice. Any notices required or desired to be given from one party to the other party to this ordinance shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

CITY

Mayor  
City of Corinth  
3300 Corinth Parkway  
Corinth, Texas 76082

GRANTEE

Atmos Energy  
Manager of Public Affairs  
2000 Reliance Parkway  
Bedford, Texas 76021

With a copy to:

Messer Fort, PLLC  
ATTN: Patricia A. Adams  
6371 Preston Rd., Ste 200  
Frisco, TX 75034  
972-668-6400

- C. Nonwaiver. Neither the City nor the Grantee shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employers, or agents, upon any one or more occasions to insist upon or seek compliance with any such terms and conditions.
  
- D. Venue. This Agreement adopted by Ordinance shall be governed by and construed in accordance with the laws of the State of Texas.

- E. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the City and Atmos Energy shall negotiate in good faith to modify this Agreement so as to maintain the original intent of the parties to the greatest extent possible.

**SECTION 13. EFFECTIVE DATE:**

Upon execution by Atmos Energy of this ordinance, it shall be effective as of January 1, 2026.

**PASSED AND APPROVED** on this the 15th day of January, 2026.

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

ATTEST:

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

STATE OF TEXAS                   §  
COUNTY OF DENTON           §  
CITY OF CORINTH               §

I, Lana Wylie, City Secretary of the City of Corinth, Denton County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed by the City Council of the City of Corinth, Texas, at a \_\_\_\_\_ session, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, as it appears of record in the Minutes in Book \_\_\_\_\_, page \_\_\_\_\_.

WITNESS MY HAND AND SEAL OF SAID CITY, this the \_\_\_\_ day of \_\_\_\_\_, 2026.

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

ACCEPTANCE OF FRANCHISE WITH THE CITY OF CORINTH

To the Mayor and Members of the City Council:

Atmos Energy Corporation, acting by and through the undersigned officer, hereby accepts in all respects, on this the \_\_\_\_ day of \_\_\_\_\_, 2026, Ordinance No. \_\_\_\_\_ granting a franchise to Atmos Energy Corporation from the City of Corinth, Texas and the same shall constitute and be a binding contractual obligation of Atmos Energy Corporation.

Atmos Energy Corporation

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

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



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

<b>Meeting Date:</b>	1/15/2026	<b>Title:</b>	Amendment   EDC 380 Agreement
<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>		

**Item/Caption**

Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2025-2026 budget and annual program of services to allocate funds necessary to provide a building permit rebate pursuant to a Chapter 380 Economic Development Agreement; and providing an effective date.

**Item Summary/Background/Prior Action**

The City entered into a Chapter 380 Economic Development Incentive Agreement with Rak Real Estate Equities LLC on February 8, 2023, for the development of a 65,000-square foot industrial building at 2950 W. Shady Shores Road with a minimum investment of \$8.5 million. The agreement was amended twice, with the Second Amended Agreement effective January 22, 2024 adding a requirement for the developer to contribute to the reconstruction and extension of Hondue Lane.

In return for meeting all performance requirements, the City agreed to issue a building permit rebate of \$52,000. The project, now known as the Corinth 35 Distribution Center, received its Certificate of Occupancy on October 14, 2025. The developer submitted its formal rebate request, with final documentation received on November 24, 2025. Staff verified all requirements were satisfied and issued the rebate using the City Manager’s contingency funds to ensure timely payment.

**Financial Impact**

The Annual Program of Services was adopted on September 18, 2025, Ordinance 25-09-18-43 by the City Council. The budget amendment proposes use of general fund balance in the amount of \$52,000.

**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 2025-2026 Annual Program to restore funds to the City Manager’s Contingency account for the Chapter 380 building permit rebate in the amount of \$52,000.

**ORDINANCE NO. 26-01-15-XX**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS APPROVING AN AMENDMENT TO ORDINANCE NO. 25-09-18-43 REGARDING THE FISCAL YEAR 2025-2026 CITY OF CORINTH BUDGET AND ANNUAL PROGRAM OF SERVICES TO PROVIDE FOR FUNDS NECESSARY TO IMPLEMENT A BUILDING PERMIT REBATE PURSUANT TO A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT 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, 2025, and ending September 30, 2026 by Ordinance No. 25-09-18-43; and

**WHEREAS**, the current adopted budget for fiscal year 2025-2026 does not have adequate funding to pay \$52,000 for the expenditure of funds to provide a building permit rebate pursuant to a Chapter 380 Economic Development Agreement; and

**WHEREAS**, the City Council deems it appropriate and necessary to amend the budget to reflect expenditures from the General Fund Balance of \$52,000 for funds to provide a building permit rebate pursuant to a Chapter 380 Economic Development 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. 25-09-18-43 the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026, shall be amended as follows:

**Fifty-Two Thousand and no Dollars (\$52,000)** shall be appropriated into the Expenditures Line Items for the General fund City Administration budget.

The City of Corinth Budget and Annual Program of Services is hereby amended to increase the General Fund budget by \$52,000 for the building permit rebate. 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. 26-01-15-XX.

**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 15TH DAY OF JANUARY 2026.**

**SEAL**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



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

<b>Meeting Date:</b>	1/15/2026	<b>Title:</b>	Nomination   DCAD Board of Directors
<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 checked="" 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>		

<p><b><u>Item/Caption</u></b></p> <p>Consider and act on a Resolution nominating an individual to serve on the Denton Central Appraisal District Board of Directors.</p> <p><b><u>Item Summary/Background/Prior Action</u></b></p> <p>On December 15, 2025, the Chief Appraiser notified the City of the resignation for Place 5 on the Denton Central Appraisal District Board of Directors.</p> <p>Under Section 6.0301 (f) of the Property Tax Code, If a vacancy occurs in an appointive position on the board of directors, each taxing unit that is entitled to vote under Section <a href="#">6.03</a> may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The taxing unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall appoint by majority vote of its members one of the nominees to fill the vacancy.</p> <p>The deadline to submit the resolution to the Chief Appraiser is January 29, 2026.</p> <p><b><u>Staff Recommendation/Motion</u></b></p> <p>Council can approve the Resolution nominating an individual for a term expiring on December 31, 2027.</p>			
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**CITY OF CORINTH, TEXAS  
RESOLUTION NO. 26-01-15-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS NOMINATING AN INDIVIDUAL FOR THE BOARD OF DIRECTORS OF THE DENTON CENTRAL APPRAISAL DISTRICT; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Denton Central Appraisal District, (“DCAD”), has asked the City of Corinth for a nominations to the DCAD Board of Directors pursuant to Section 6.03 of the Texas Property Code; and

**WHEREAS**, the City Council of the City of Corinth wishes to nominate the individual listed below for appointment to the DCAD Board of Directors;

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

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

**Section 2. Nominations.** The City Council hereby nominates the following individual for appointment to the DCAD Board of Directors to fill the remainder of an unexpired term ending December 31, 2027, each of which satisfy the minimum eligibility requirements of DCAD:

1. \_\_\_\_\_

**Section 3. Effective Date.** This Resolution shall be effective upon its adoption.

**PASSED AND APPROVED**, this the 15<sup>th</sup> day of January, 2026.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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Patricia A. Adams, City Attorney





## CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	1/15/2026	<b>Title:</b>	Construction Time Hours Amendment – Code of Ordinances
<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  Click to enter recommendation/decision of supporting group.		

### Item/Caption

Consider and act on an Ordinance of the City of Corinth approving an amendment to the construction time hours listed under Section 94.36 - Noise Nuisances of the Code of Ordinances.

### Item Summary/Background/Prior Action

Currently, construction is allowed to take place during the hours of 7am and 9pm on all days of the week. The City has received complaints about late night construction close to existing residences as well as weekend construction. Staff is proposing an amendment to the City's Code of Ordinances to allow construction during the times of 7am to 7pm Monday through Saturday and no construction on Sundays.

### Staff Recommendation

Staff recommends approval as presented.

### Motion

"I move to approve an ordinance amending Section 94.36 – Noise Nuisances of the Code of Ordinances to amend the construction time hours.

### Alternative Actions by the City Council

The City Council may also,

- Approve with additional stipulations
- Deny the request

### Attachments

Attachment 1 –Construction Time Amendment Ordinance

**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 26-01-15-XX**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS AMENDING CHAPTER 94 “NUISANCES”, SECTION 94.36 “NOISE NUISANCES” OF TITLE IX, “GENERAL REGULATIONS”, OF THE CITY’S CODE OF ORDINANCES TO CHANGE DAYTIME HOURS AND NIGHTTIME HOURS AND TO CLARIFY BUILDING AND CONSTRUCTION HOURS PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500); PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth, Texas is a home rule municipality located in Denton County, Texas created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas and its home rule charter; and

**WHEREAS**, Section 42.01 of the Texas Penal Code provides the state law on noise nuisances, providing that a person commits an offense if they intentionally or knowingly make an unreasonable noise in a public place or in or near a private residence; and

**WHEREAS**, noise nuisances are detrimental to the community and disruptive to a person’s ability to enjoy the peace and comfort of home and neighborhood; and

**WHEREAS**, the City has adopted Chapter 94, “Nuisances” identifying various types of noise creating activities as disruptive of the peace and enjoyment of residents and setting forth reasonable regulations for those activities designed to protect the public health, safety and welfare; and

**WHEREAS**, the City has determined it necessary to adopt an amendment to Chapter 94 to change the daytime and nighttime hours and clarify the hours during which construction and building activities may occur; and

**WHEREAS**, the City Council has determined that it is in the best interest of the health, safety, and welfare of the citizens of Corinth to amend the noise ordinance of the City’s Code of Ordinances as provided herein.

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

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

The above and foregoing recitals are found to be true and correct and are incorporated into the body of this Ordinance for all purposes.

**SECTION 2.**  
**AMENDMENT**

**2.01** That the City of Corinth’s Code of Ordinances, Subsection A, “Definitions” and Subsection C (1), of Section 94.36, “Noise Nuisances”, of Chapter 94, “Nuisances”, of Title IX, “General Regulations” is hereby amended to be read as follows:

**§ 94.36 – NOISE NUISANCES**

(A) Definitions.

*Bounding Property Line.* The Bounding Property Line is the nearest property line of the property on which the noise is being generated.

*Daytime Hours.* Daytime Hours are the hours between 7:00 a.m. and 7:00 p.m. on any given day.

*Nighttime Hours.* Nighttime Hours are the hours between 7:01 p.m. and 6:59 a.m. on any given day.

*Sound Pressure Level.* Sound Pressure Level is the measurement made with a sound level meter Type II using the A-weighting network in accordance and conforming with the noise measurements standards promulgated by the American National Standards Institute or its successor body.

(C) In addition to the standards listed in subsection (B), the following acts shall automatically be deemed noise nuisances:

- (1) *Building and construction.* Building and construction work, including but not limited to the erection, including excavation, demolition, alteration, or repair work on any building, or building construction site, at any time, other than during Daytime Hours, on Monday through Saturday, and at any time on Sunday is a noise nuisance, except when work is performed in response to an urgent necessity and the work must be done in the interest of public health, safety or convenience. Notwithstanding the foregoing, the Director of Planning and Development, Director of Public Works, Building Official and/or City Engineer may issue a special written waiver authorizing building and or construction work outside of the hours authorized in this section. When determining whether to issue a waiver, the following factors shall be considered:
  - (a) Proximity of the proposed construction to residential properties;
  - (b) The presence of noise buffering screening, whether live screening, such as trees, or man-made screening;
  - (c) The nature of the proposed construction activities and the type and duration of the noise that will be created by the activities; and
  - (d) The business reason that the work must be performed outside of the time authorized in this section. A request for waiver shall be made at

least five business days prior to the date for which alternative work hours are being requested. Denial of a waiver may be appealed to the City Manager within one business day after the date of denial. The decision of the City Manager shall be final.

### **SECTION 3. CUMULATIVE REPEALER**

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

### **SECTION 4. PENALTY**

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

### **SECTION 5. SAVINGS**

All rights and remedies of the City of Corinth, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting fees which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

### **SECTION 6. SEVERABILITY**

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

### **SECTION 7. EFFECTIVE DATE**

This Ordinance shall take effect upon its passage and publication as required by law. The City

Secretary is directed to publish the caption of this Ordinance as required by the City Charter and state law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS,  
THIS \_\_\_ DAY OF JANUARY, 2026.**

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

ATTEST:

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

**APPROVED AS TO FORM:**

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Patricia A. Adams, City Attorney