

****PUBLIC NOTICE****



CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, October 20, 2022 at 5:45 PM

City Hall | 3300 Corinth Parkway

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

View live stream: www.cityofcorinth.com/remotesession

- A. NOTICE IS HEREBY GIVEN** of a Workshop Session and Regular Meeting of the Corinth City Council.
- B. CALL TO ORDER**
- C. WORKSHOP AGENDA**
 - [1.](#) Receive a report, hold a discussion, and provide staff direction on a municipal facilities security assessment.
 - [2.](#) Receive a report, hold a discussion, and provide staff direction on the use of funds received from the American Rescue Plan.
 - [3.](#) Receive a report, hold a discussion, and provide staff direction on the nonprofit organization, Lake Cities Focus.
 - 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 recognizing Antioch Christian Fellowship Church.
- 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 September 15, 2022, City Council Meeting.
 - [3.](#) Consider and act on minutes from the September 22, 2022, City Council Meeting.
 - [4.](#) Consider and act on an Ordinance amending the City's Unified Development Code (UDC) regarding Subsection 2.07.03 – Use Chart; Subsection 2.09.02 – Tree Preservation; Subsection 3.03.03 – Final Plat;

Subsection 4.01.15 – General Sign Requirements; and Subsection 5.02 – Words and Terms Defined (ZTA22-0001 – UDC Misc. Text Amendments)

5. Consider and act on the purchase of a Case 580SN Backhoe for the Parks Division, from Associated Supply Company, Inc., using the BuyBoard Cooperative Purchasing Agreement 597-19, in an amount not to exceed \$120,000, and authorize the City Manager to execute the necessary documents.
6. Consider and act on an Ordinance of the City Council of the City of Corinth, Texas, amending section 56.09 “Municipal Storm Water Utility System Fee Schedule” of Chapter 56 “Municipal Storm Water Utility System” of the Code of Ordinances of the City of Corinth by updating references to the Texas Local Government Code and amending the provisions for exemptions; providing for the incorporation of premises; providing for an amendment; providing a cumulative repealer clause; providing a severability clause; providing a penalty clause; providing for publication; and providing an effective date.
7. Consider and act on a contract for the installation of paint and carpet at City Hall, from Native Construction, using the BuyBoard Cooperative Purchasing Agreement 638-21, in an amount not to exceed \$209,518, and authorize the City Manager to execute the necessary documents.
8. Consider and act on a Resolution providing for the denial of a rate application submitted by Oncor Electric Delivery Company, LLC and authorizing participation in the Oncor Cities Steering Committee for review before the Public Utility Commission of Texas.
9. Consider and act on an agreement with Floyd Smith Concrete for concrete street and sidewalk repairs, utilizing the City of Denton’s Contract, in an amount not to exceed \$700,000 for the fiscal year 2022-23, and authorize the City Manager to execute the necessary documents.

I. BUSINESS AGENDA

10. Consider and act on a contract with Llano Fence Services, for gate and fence supplies, including installation, utilizing the City of Grand Prairie’s Contract, in an amount not to exceed \$450,000, and authorize the City Manager to execute the necessary documents.
11. Consider and act on an ordinance of the City Council of the City of Corinth Texas authorizing the City Manager to execute an agreement between the City of Corinth and the Lake Cities Chamber of Commerce for the payment and use of Hotel Tax Revenue.
12. Consider and act on an ordinance amending Chapter 130 “Offenses Against City Regulations” of Title XIII “General Offenses” of the Code of Ordinances of the City of Corinth, creating a new section 130.05 entitled “Possession of Catalytic Converters” and amending Section 130.01 “Definitions”; prohibiting the possession of used catalytic converters and providing exceptions to the same.
13. Consider and act on nominations, appointments, resignations, and removal of board, commission, and committee members.

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. Unauthorized third-party use of City-owned property and authorization of eviction proceedings.
- b. Interlocal Agreements.
- c. Oncor Franchise Agreement.

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

a. .347 acre tract of land located a portion of Lol 2, Block A, PINNELL SQUARE ADDITION, to the City of Corinth, Denton County Texas, more commonly identified, and more specifically identified herein; and BEING a 60-foot-wide strip of land situated in the L.H. BATES SURVEY, Abstract No. 204, Corinth, Denton County, Texas, and being a portion of Lol 2, Block A, PINNELL SQUARE ADDITION, to the City of Corinth, Denton County Texas according to the plat recorded in Document No. 07-22993, of the Official Public Records of Denton County, Texas, and also being a portion of the tract of land conveyed to North Texas Crossroads Investment, LLC, by the deed recorded in Document No. 2008-100464, of the Official Public Records of Denton County, Texas.

b. 251 acre tract of land located a portion of Lol 2, McClain Addition, to the City of Corinth, Denton County Texas, more commonly identified, and more specifically identified herein; and BEING a 60-foot-wide strip of land situated in the L.H. BATES SURVEY, Abstract No. 204, Corinth, Denton County, Texas, and being a portion of Lol 2, McClain Addition, to the City of Corinth, Denton County Texas according to the plat recorded in Document No. 96-R0029793, of the Official Public Records of Denton County, Texas, and also being a portion of the tract of land conveyed to Nathan McClain, by the deed recorded in Document No. 94-0078637, of the Official Public Records of Denton County, Texas.

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. Boards, Commissions, and Committees.

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

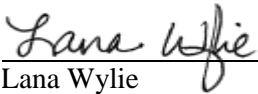
- a. Project Agora.

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

M. ADJOURN

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

Posted on this 17th day of October 2022, at 3:00 P.M., on the bulletin board at Corinth City Hall.



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH Staff Report

Meeting Date:	10/20/2022	Title:	Facility Security Assessment
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
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

Receive a report, hold a discussion, and provide staff direction on a municipal facilities security assessment.

Item Summary/Background/Prior Action

Facility Security Assessment should be conducted routinely by an organization to examine and evaluate the infrastructure and operations of the facilities considering possible threats, vulnerabilities, consequences, and existing protective measures, procedures, and operations. The goal of a security assessment is to ensure that necessary security controls are integrated into the design and improvement of city facilities.

Staff will provide report of the security assessment findings on City Hall, the Public Works Facility, Joint Public Safety Complex, and Fire House No. 2.

Staff Recommendation/Motion

N/A



CITY OF CORINTH
Staff Report

Meeting Date:	10/20/2022	Title:	ARP Funds
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
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

Receive a report, hold a discussion, and provide staff direction on the use of funds received from the American Rescue Plan.

Item Summary/Background/Prior Action

The American Rescue Plan provided funding for states, municipalities, counties, tribes, and territories, and local governments to broadly respond to the COVID19 public health emergency. The funding was released in two allotments, half sixty days from the enactment of the legislation (September 2021) and the second half twelve months after the first payment (September 2022).

The city received a total of \$4,818,442. Eligible use of the funds include: 1) to respond the public health emergency with respect to COVID-19 or its negative economic impacts 2) To respond to workers performing essential work during the COVID-19 public health emergency 3) For the provision of government services to the extent of the reduction of revenue due to the COVID-19 public health emergency 4) To make necessary investments in water, sewer, or broadband infrastructure.

Staff will provide a status on approved projects and propose projects for the unallocated portion.

Staff Recommendation/Motion

N/A



CITY OF CORINTH
Staff Report

Meeting Date:	10/20/2022	Title:	Report Lake Cities Focus
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Customer <input checked="" type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
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

Receive a report, hold a discussion, and provide staff direction on the nonprofit organization, Lake Cities Focus.

Item Summary/Background/Prior Action

Council Member and President, Scott Garber, of the Lake Cities Focus nonprofit organization will discuss the nonprofit organization and share the City’s role supporting the organization.

The mission of Lake Cities Focus is to strengthen families through communication, activities, and education in the midst of pandemics, stress, and other uncertainties. The vision is that every student is valued, supported, and thriving. The values healthy, encouraged, supported, safe, loved, and heard.



CITY OF CORINTH
Staff Report

Meeting Date:	10/20/2022	Title:	Proclamation Antioch Christian Fellowship Church
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
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 recognizing Antioch Christian Fellowship Church.



PROCLAMATION

In Recognition of Antioch Christian Fellowship Church

WHEREAS, *Pastor Respass and First Lady Respass served under the leadership of Dr. B.W. McClendon, Sr. at St. James Missionary Baptist Church in Austin, Texas; and*

WHEREAS, *Pastor Respass and First Lady Respass founded Antioch Christian Fellowship in 2002, a non-denominational, multicultural, bible-believing Christian Church; and*

WHEREAS, *The ministry includes Lead Pastor Respass, Assistant Pastor Pettis, Pastor of Youth and Children Mohair, Pastor of Discipleship Rabsatt, Pastor of Service Stewart and many others who carry out the mission, vision, and beliefs of the church; and*

WHEREAS, *Pastor Respass' mission is to evangelize the lost, disciple the saved, and serve the Lord, to reach the forgotten, make and multiply disciples, and train pastors and leaders, planting churches that multiply and partner with others; and*

WHEREAS, *The culture of Antioch Christian Fellowship Church is LOVE and grows through their faith in Jesus Christ and commits to a culture of nurturing, sincerely expressing love for God through worship, service, and lifestyle; and*

WHEREAS, *There is mutual love and respect for each member of the church family and neighbors in the community, a Christian congregation, unashamedly demonstrating love for each other; and*

WHEREAS, *Antioch Christian Fellowship Church is celebrating 20 years in the City of Corinth.*

THEREFORE, BE IT RESOLVED *that, I, Bill Heidemann, Mayor of the City of Corinth, hereby recognize and celebrate the 20-year anniversary and commitment of Pastor and First Lady Respass and the Antioch Christian Fellowship Church.*

Signed this 20th day of October 2022.

*Bill Heidemann, Mayor
City of Corinth, Texas*



CITY OF CORINTH
Staff Report

Meeting Date:	10/20/2022	Title: Minutes Approval of Meeting Minutes
Ends:	<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	
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
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 N/A	

Item/Caption

Consider and act on minutes from the September 15, 2022, 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, September 15, 2022 at 5:45 PM

City Hall | 3300 Corinth Parkway

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

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

On this, the 15th day of September 2022, the City Council of the City of Corinth, Texas, met in Workshop & Regular Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Councilmembers Present:

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

Staff Members Present:

- Lee Ann Bunselmeyer, Interim City Manager
- Lana Wylie, City Secretary
- Patricia Adams, City Attorney
- Jerry Garner, Police Chief
- John Webb, Development Services Director
- Glenn Barker, Public Works Director
- Elise Back, Director of Economic Development
- Michelle Mixell, Development Services Manager
- Shea Rodgers, Chief Technology Officer
- Lance Stacy, City Marshal

CALL TO ORDER

Mayor Heidemann called the meeting to order at 5:46 PM.

WORKSHOP AGENDA

1. Review and discuss activities and work assignments for the Pumpkin Palooza Festival.

The item was presented and discussed.
2. Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2023 Annual Program of Services and Capital Improvement Program.

The item was presented and discussed.
3. Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.

No items for the Regular Session were discussed.

ADJOURN WORKSHOP

Mayor Heidemann adjourned the Workshop Session at 6:08 P.M. and immediately convened into Executive Session.

CLOSED SESSION**

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

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

- a. Unauthorized third-party use of City-owned property and authorization of eviction proceedings.
- b. Council roles and responsibilities.

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.

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

- a. Project Agora.

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

Mayor Heidemann recessed the Executive Session at 6:35 P.M.

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

Mayor Heidemann called the Regular Session Meeting to order at 6:41 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.

View comments via Audio/Video: [Video](#).

Earline Jackson - 2107 Bowie Lane, Corinth - Senior Tax Freeze

The following support a Senior Tax Freeze:

Kathryn Hurst - 1627 Redwood Drive, Corinth
Debbie Murray - 2205 Mayfield Circle, Corinth
Donna Weems - 23 Muirfield Street, Corinth
Rick Weems - 23 Muirfield Street, Corinth

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 Councilmember desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

1. Consider and act on minutes from the August 30, 2022, City Council Meeting.
2. Consider and act on minutes from the September 1, 2022, City Council Meeting.
3. Consider approval of a Resolution authorizing the change of authorized representatives for the Texas Local Government Investment Pool (TexPool).
4. Consider approval of a Resolution authorizing the change of authorized representatives for the Texas Short Term Asset Reserve Program (TexSTAR).

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

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

PUBLIC HEARING

5. Conduct a Public Hearing to consider testimony and act on a rezoning request by the Applicant, Asvalo Real Estate, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from SF-4 Single Family Residential and C-1 Commercial to a Planned Development with two base zoning districts to include MF-3 Multi-Family Residential and SF-4 Single Family Residential, on approximately ±58 acres located on the south side of Lake Sharon Drive, and generally west of Trinity Terrace and Dickinson Drive, north of Custer Road and Meadowview Drive, and east of Zachary Drive. Case No. ZAPD22-0002 – Lake Sharon Mixed Residential (LSMR).

The item was presented by the developer and discussed.

Mayor Heidemann opened the Public Hearing at 7:17 P.M.

View comments via Audio/Video: [Video](#).

The following were **AGAINST** the item:

Orlin Chotev - 2015 Yellowstone Lane, Corinth
Christi Clark - 2400 Beckley Court, Corinth
Mike Clark - 2709 Parkview Drive, Corinth
Jared Dale - 2807 Goodnight Trail, Corinth
Beau DeKerguelen - 3017 Brett Drive, Corinth
Beverly DeKerguelen - 3107 Brett Road, Corinth
Alanna Fickes - 2712 Cherokee Trail, Corinth
Misty Graves - 2302 Brazos Drive, Corinth
Peter Graves - 2302 Brazos Drive, Corinth
Brian Head - 2700 Warwick Drive, Corinth
Tyler Head - 2700 Warwick Drive, Corinth

- Susan Heck - 3202 Blue Jay Drive, Corinth
- Michael Howard - 3407 Fairview Drive, Corinth
- Earline W. Jackson - 2107 Bowie Lane, Corinth
- Dave Johnson - 2805 Hollis Drive, Corinth
- Michael King - 2610 Zachary Drive, Corinth
- Dena Kupiec - 2617 Trinity Terrace, Corinth
- Melvin Locklear - 1602 Oakhollow Drive, Corinth
- Austin Ortega - 2801 Custer Drive, Corinth
- Sarah Smith - 3407 Fairview Drive, Corinth
- Steve Smith - 3407 Fairview Drive, Corinth
- Robert Stonecipher - 2520 Meadowview, Corinth
- Steve & Lauren Tryling - 2618 Zachary Drive, Corinth
- Brenda Westcon - 2804 Cochise Court, Corinth
- Andrea Yager - 2008 Barton Springs Drive, Corinth
- Debra Yager - 2016 Baker Drive, Corinth
- Jeremy Young - 2608 Zachary Drive, Corinth

The following were **FOR** the item:

- Heather Kinopka, 4101 William D. Tate, Grapevine, TX
- Don Cadenhead - 2600 Lake Sharon Drive, Corinth

Mayor Heidemann closed the Public Hearing at 8:01 P.M.

Motion made by Council Member Garber to deny Case No. ZAPD22-0002 – Lake Share Mixed Residential (LSMR). Seconded by Mayor Pro Tem Burke.

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

- 6. Conduct a public hearing to consider testimony and act on proposed amendments to the City’s Unified Development Code (UDC) regarding Subsection 2.07.03 – Use Chart; Subsection 2.09.02 – Tree Preservation; Subsection 3.03.03 – Final Plat; Subsection 4.01.15 – General Sign Requirements; and Subsection 5.02 – Words and Terms Defined (ZTA22-0001 – UDC Misc. Text Amendments)

The item was presented and discussed.

Mayor Heidemann opened the Public Hearing at 8:22 PM and closed it at 8:22 PM.

No comments were made.

Motion made by Council Member Pickens to approve the requested amendments as submitted and direct staff to prepare an ordinance for a future meeting. Seconded by Mayor Pro Tem Burke.

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

BUSINESS AGENDA

- 7. Consider and act on the Chapter 380 Economic Development Incentive Agreement with Realty Capital Management, LLC for the development of a mixed-use project in the Agora at Corinth district.

Motion made by Council Member Garber to approve Resolution No. 22-09-15-21 for the Chapter 380 Economic Development Incentive Agreement as presented. Seconded by Mayor Pro Tem Burke.

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

8. Consider and act on the Unimproved Property Contract with Realty Capital Management, LLC for the purchase of the 20.866 acres for a mixed-use development.

Motion made by Council Member Henderson to approve Resolution No. 22-09-15-22 for the purchase and sale agreement of approximately 20.859 +/- from the CEDC to Realty Capital Management, LLC, and authorizing the Interim City Manager and CEDC President to execute the necessary documents. Seconded by Council Member Garber.

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

9. Consider and act on an Ordinance of the City Council of the City of Corinth, Texas, amending various sections of Chapter 33 “Boards, Commissions and Departments” of Title III “Administration” of the Code of Ordinances of the City of Corinth to provide for amendments related to the membership of the Keep Corinth Beautiful Commission; adding a member to the Commission and providing for a subcommittee of the Commission to serve as the Parks and Recreation Board; providing for related amendments; and providing an effective date.

Motion made by Mayor Pro Tem Burke to approve Ordinance No. 22-09-15-32 combining the Keep Corinth Beautiful Commission and the Parks and Recreation Board. Seconded by Council Member Pickens.

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

10. Consider and act on nominations, appointments, resignations, and removal of board, commission, and committee members.

Motion made by Council Member Henderson to approve the list of appointees to the Boards, Commissions, and Committees for 2022-2023 and to include the list in the meeting minutes. Seconded by Mayor Pro Tem Burke.

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

11. Consider and act on the appointment of Chair and Vice Chair for the Planning & Zoning Commission.

Motion made by Mayor Pro Tem Burke to appoint Alan Nelson as Chair and Mark Klingele as Vice-Chair of the Planning and Zoning Commission for the term of one year beginning October 1, 2022 and ending September 30, 2023. Seconded by Council Member Garber.

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

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

Motion made by Mayor Pro Tem Burke to approve a contract with Scott Campbell for the position of City Manager beginning October 3, 2022. Seconded by Council Member Garber.

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

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

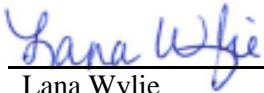
View comments via Audio/Video: [Video](#).

Council Member Garber
Council Member Henderson
Council Member Pickens
Interim City Manager Bunselmeyer
Mayor Heidemann

ADJOURN

Mayor Heidemann adjourned the Regular Session Meeting at 8:30 P.M.

Approved by the Council on the _____ day of _____ 2022.



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	10/20/2022	Title: Minutes Approval of Meeting Minutes
Ends:	<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	
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
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 N/A	

Item/Caption

Consider and act on minutes from the September 22, 2022, City Council Meeting.

Item Summary/Background/Prior Action

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

Staff Recommendation/Motion

Staff recommends approval of the minutes.



CITY COUNCIL SPECIAL SESSION - MINUTES

Thursday, September 22, 2022 at 7:00 PM

City Hall | 3300 Corinth Parkway

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

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

On this, the 22nd day of September 2022, the City Council of the City of Corinth, Texas, met in Workshop & Regular Session at the Corinth City Hall at 7:00 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

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

Staff Members Present:

Lee Ann Bunselmeyer, Interim City Manager
Lana Wylie, City Secretary
Emily Bowlin, City Attorney
John Webb, Director of Development Services
Elise Back, Director of Economic Development
George Marshall, City Engineer
Shea Rodgers, Chief Technology Officer
Lance Stacy, City Marshal

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

Mayor Heidemann called the Regular Session Meeting to order at 7:00 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.

There were no comments made.

PUBLIC HEARING

1. Hold a public hearing on a proposal to consider a tax rate, which will exceed the No New Revenue Tax Rate and will increase total tax revenues from properties on the tax roll in the preceding tax year.

The item was presented; no discussion followed.

Mayor Heidemann opened the Public Hearing at 7:04 P.M and closed it at 7:04 P.M.

No comments were made.

2. Hold a public hearing to receive community input on the FY 2022-2023 Annual Program of Services.

The item was presented; no discussion followed.

Mayor Heidemann opened the Public Hearing at 7:05 P.M and closed it at 7:05 P.M.

No comments were made.

BUSINESS AGENDA

3. Consider and act on an Ordinance adopting a Budget and the first year of the Capital Improvement Plan and appropriating resources for the budget year beginning October 1, 2022 and ending September 30, 2023 for the City of Corinth; and providing an effective date.

Motion made by Council Member Garber to approve Ordinance No. 22-09-22-33 adopting the Budget and the first year of the Capital Improvement Plan and appropriating resources for the budget year beginning October 1, 2022, and ending September 30, 2023, for the City of Corinth and correcting the Crime Control Budget from \$648,680 to \$646,680. Seconded by Mayor Pro Tem Burke.

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

4. Consider and act on an Ordinance levying and adopting the tax rate for the 2022-2023 Fiscal Year.

Motion made by Council Member Henderson to approve Ordinance No. 22-09-22-34 establishing the property tax rate of \$0.54000 per \$100 assessed valuation, which is effectively a 5.18% increase in the tax rate. Seconded by Mayor Pro Tem Burke.

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

5. Consider and act on an Ordinance approving the 2022 Tax Rolls and accepting the anticipated collection rate of 100 percent for the fiscal year beginning October 1, 2022 and ending September 30, 2023.

Motion made by Mayor Pro Tem Burke to approve Ordinance No. 22-09-22-35 accepting the 2022 Tax roll and to accept the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2022 and ending September 30, 2023. Seconded by Council Member Garber.

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

6. Consider vote to ratify the property tax increase reflected in the city’s annual budget for FY2022-2023.

Motion made by Mayor Pro Tem Burke to ratify the property tax increase reflected in the city’s annual budget for FY 2022-2023. Seconded by Council Member Garber.

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

7. Consider and act on a Resolution supporting Denton County’s Transportation Road Improvement Program Proposition A on the November 8, 2022 Election Ballot.

Motion made by Council Member Henderson to approve Resolution No. 22-09-22-23 supporting Denton County’s Transportation Road Improvement Bond Election. Seconded by Council Member Pickens.

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

- 8. Consider and act on an Interlocal Cooperation Agreement for Animal Shelter Services with the Town of Hickory Creek.

Motion made by Council Member Garber to approve the Interlocal Cooperation Agreement for Animal Shelter Services with the Town of Hickory Creek and to appoint Captain Kevin Tyson to serve on the Animal Advisory Board. Seconded by Council Member Pickens.

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

- 9. Consider approval of an Ordinance amending chapter 71, stopping, standing, and parking, by modifications to section 71.02, parking designations for portions of public rights-of-way, prohibiting parking, standing, and stopping along portions of specific streets, during special events of the City of Corinth.

Motion made by Council Member Garber to approve Ordinance 22-09-22-36 amending chapter 71, stopping, standing, and parking, by modifications to section 71.02, parking designations for portions of public rights-of-way, prohibiting parking, standing, and stopping along portions of specific streets, during special events of the City of Corinth. Seconded by Council Member Henderson.

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

- 10. Consider and act on a Resolution of the City Council of the City of Corinth, approving a new Purchasing Policy; providing for the incorporation of premises; repealing the existing policy adopted in Resolution No. 22-05-19-09 ; and providing an effective date.

Motion made by Mayor Pro Tem Burke to approve Resolution No. 22-09-22-24 revising the Purchasing Policy as presented. Seconded by Council Member Garber.

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

- 11. Consider and act on a Resolution adopting pay schedules for Public Works, General Government, Police, and Fire, approving a compensation plan for its employees; and providing for an effective date.

Motion made by Council Member Henderson to approve Resolution No. 22-09-22-25 adopting pay schedules for Public Works, General Government, Police, and Fire; approving a compensation plan for its employees, and providing for an effective date of September 26, 2022. Seconded by Mayor Pro Tem Burke.

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

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

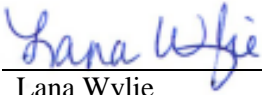
View comments via Audio/Video: [Video](#).

Council Member Garber
Council Member Holzwarth
Council Member Henderson
Council Member Pickens
Interim City Manager Bunselmeyer
Mayor Heidemann

ADJOURN

Mayor Heidemann adjourned the Regular Session Meeting at 7:35 P.M.

Approved by the Council on the _____ day of _____ 2022.



Lana Wylie
City Secretary
City of Corinth, Texas

DRAFT



CITY OF CORINTH
Staff Report

Meeting Date:	10/20/2022	Title:	UDC Misc. Text Amendments (ZTA22-0001)
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input checked="" type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission On August 22, 2022, the Planning and Zoning Commission recommended approval of the proposed amendments to the City’s Unified Development Code (UDC).		

Item/Caption

Consider and act on an Ordinance amending the City’s Unified Development Code (UDC) regarding Subsection 2.07.03 – Use Chart; Subsection 2.09.02 – Tree Preservation; Subsection 3.03.03 – Final Plat; Subsection 4.01.15 – General Sign Requirements; and Subsection 5.02 – Words and Terms Defined (ZTA22-0001 – UDC Misc. Text Amendments)

Item Summary/Background

This is a city-initiated request to amend various sections of the Unified Development Code (UDC) in regard to 1) a request from an applicant for a new business in the City (commercial drone delivery service), 2) “housekeeping/streamlining” items, and 3) community image improvements.

At their September 15, 2022 meeting, the City Council held a Public Hearing and directed staff to prepare an ordinance. The ordinance reflecting the amendments as reviewed by the City Council on September 22nd is attached.

Financial Impact

Permitting the commercial drone delivery service will have a positive financial impact on the sale of goods in Corinth, thus increasing sales tax revenue.

Prior Action

On August 22, 2022, the Planning & Zoning Commission voted unanimously to recommend approval of the item as submitted.

Staff Recommendation

Staff recommends approval of the ordinance as submitted.

Motion

I move to approve an ordinance amending the City’s Unified Development Code (UDC) regarding Subsection 2.07.03 – Use Chart; Subsection 2.09.02 – Tree Preservation; Subsection 3.03.03 – Final Plat; Subsection 4.01.15 – General Sign Requirements; and Subsection 5.02 – Words and Terms Defined.

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 22-10-20-XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AMENDING VARIOUS SECTIONS AND SUBSECTIONS OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH (“UDC”) AS FOLLOWS: AMENDING SUBSECTION 2.07.03 “USE CHART” OF SUBSECTION 2.07 “ZONING USE REGULATIONS” OF SECTION 2 “ZONING REGULATIONS” BY ADDING A NEW USE, “DRONE, COMMERCIAL DELIVERY SERVICE,” AND ESTABLISHING IT AS A PERMITTED USE IN CERTAIN DISTRICTS; AMENDING SUBSECTION 2.09.02.C.15 “TREE” OF SUBSECTION 2.09.02 “TREE PRESERVATION” OF SUBSECTION 2.09 “ZONING DEVELOPMENT REGULATIONS” OF SECTION 2 “ZONING REGULATIONS” BY AMENDING THE DEFINITION OF A “TREE;” AMENDING SUBSECTION 2.09.02.G.2 “MEASUREMENT OF EXISTING PROTECTED TREES” OF SUBSECTION 2.09.02 “TREE PRESERVATION” OF SUBSECTION 2.09 “ZONING DEVELOPMENT REGULATIONS” OF SECTION 2 “ZONING REGULATIONS” BY CORRECTING A TEXT ERROR; AMENDING SUBSECTION 2.09.02.G.4 “CREDITS FOR PROTECTED TREE PRESERVATION EFFORTS” OF SUBSECTION 2.09.02 “TREE PRESERVATION” OF SUBSECTION 2.09 “ZONING DEVELOPMENT REGULATIONS” OF SECTION 2 “ZONING REGULATIONS” BY CORRECTING A TEXT ERROR AND ADOPTING ADDITIONAL PROVISIONS REGARDING CREDITS; AMENDING SUBSECTION 2.09.02.G.4 TABLE 16-B, LINE ITEM 9 “STANDARD DEDUCTION CREDIT” OF SUBSECTION 2.09.02 “TREE PRESERVATION” OF SUBSECTION 2.09 “ZONING DEVELOPMENT REGULATIONS” OF SECTION 2 “ZONING REGULATIONS” BY ADDING LANGUAGE REGARDING MITIGATION CRITERIA FOR HERITAGE TREES; AMENDING SUBSECTION 2.09.02.G.5.F “TIMING OF REPLANTING AND FEES” OF SUBSECTION 2.09.02 “TREE PRESERVATION” OF SUBSECTION 2.09 “ZONING DEVELOPMENT REGULATIONS” OF SECTION 2 “ZONING REGULATIONS” BY AMENDING THE REQUIREMENTS FOR TIMING AND REPLANTING; AMENDING SUBSECTION 3.03.03.H.4 “FINAL PLAT” OF SUBSECTION 3.03 “PLATTING REQUIREMENTS” OF SECTION 3 “SUBDIVISION REGULATIONS” BY ADDING ADDITIONAL CONDITIONS IN THE MOTION TO APPROVE A FINAL PLAT BY THE PLANNING AND ZONING COMMISSION; AMENDING SUBSECTION 3.03.03. M “SIGNATURE BLOCKS” OF SUBSECTION 3.03 “PLATTING REQUIREMENTS” OF SECTION 3 “SUBDIVISION REGULATIONS” BY AMENDING AND REPEALING CERTAIN SIGNATURE BLOCKS; AMENDING SUBSECTION 4.01.15.B.2 “ATTACHED SIGN” OF SUBSECTION 4.01.15 “GENERAL SIGN REQUIREMENTS” OF SUBSECTION 4.01 “SIGN REGULATION” OF SECTION 4 “SIGN AND

FENCE/SCREENING REGULATIONS” BY REPEALING MINIMUM LETTER/LOGO HEIGHT REQUIREMENTS; AMENDING SUBSECTION 4.01.15.C.5.B.II “CORNER LOTS - MONUMENT SIGN (SIGN, MONUMENT)” OF SUBSECTION 4.01.15 “GENERAL SIGN REQUIREMENTS” OF SUBSECTION 4.01 “SIGN REGULATION” OF SECTION 4 “SIGN AND FENCE/SCREENING REGULATIONS” BY REPEALING THE ALLOWANCE TO NOT REQUIRE LANDSCAPING ON MONUMENT SIGNS ON CORNER LOTS; AMENDING SUBSECTION 4.01.15.D.5.B.II “CORNER LOTS - MULTI-TENANT MONUMENT SIGNS (SIGNS, MULTI-TENANT MONUMENT)” OF SUBSECTION 4.01.15 “GENERAL SIGN REQUIREMENTS” OF SUBSECTION 4.01 “SIGN REGULATION” OF SECTION 4 “SIGN AND FENCE/SCREENING REGULATIONS” OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH BY REPEALING THE ALLOWANCE TO NOT REQUIRE LANDSCAPING ON MULTI-TENANT MONUMENT SIGNS ON CORNER LOTS; AMENDING SUBSECTION 4.01.15.E.5.B.II “CORNER LOTS - MONUMENT SIGN (SIGN, MONUMENT) – I-35E” OF SUBSECTION 4.01.15 “GENERAL SIGN REQUIREMENTS” OF SUBSECTION 4.01 “SIGN REGULATION” OF SECTION 4 “SIGN AND FENCE/SCREENING REGULATIONS” BY REPEALING THE ALLOWANCE TO NOT REQUIRE LANDSCAPING ON MONUMENT SIGNS ON CORNER LOTS ON I-35E; AMENDING SUBSECTION 4.01.15.F.5.B.II “CORNER LOTS – MULTI-TENANT MONUMENT SIGN (SIGN, MULTI-TENANT MONUMENT) – I-35E” OF SUBSECTION 4.01.15 “GENERAL SIGN REQUIREMENTS” OF SUBSECTION 4.01 “SIGN REGULATION” OF SECTION 4 “SIGN AND FENCE/SCREENING REGULATIONS” BY REPEALING THE ALLOWANCE TO NOT REQUIRE LANDSCAPING ON MULTI-TENANT MONUMENT SIGNS ON CORNER LOTS ON I-35E; AMENDING SUBSECTION 4.01.15.G.5.B.II “CORNER LOTS - MONUMENT SIGN (SIGN, MONUMENT) – F.M. 2181 AND F.M. 2499” OF SUBSECTION 4.01.15 “GENERAL SIGN REQUIREMENTS” OF SUBSECTION 4.01 “SIGN REGULATION” OF SECTION 4 “SIGN AND FENCE/SCREENING REGULATIONS” BY REPEALING THE ALLOWANCE TO NOT REQUIRE LANDSCAPING ON MONUMENT SIGNS ON CORNER LOTS ON F.M. 2181 AND F.M. 2499; AMENDING SUBSECTION 4.01.15.H.5.B.II “CORNER LOTS – MULTI-TENANT MONUMENT SIGN (SIGN, MULTI-TENANT MONUMENT) – F.M. 2181 AND F.M. 2499” OF SUBSECTION 4.01.15 “GENERAL SIGN REQUIREMENTS” OF SUBSECTION 4.01 “SIGN REGULATION” OF SECTION 4 “SIGN AND FENCE/SCREENING REGULATIONS” BY REPEALING THE ALLOWANCE TO NOT REQUIRE LANDSCAPING ON MULTI-TENANT MONUMENT SIGNS ON CORNER LOTS ON F.M. 2181 AND F.M. 2499; AMENDING SUBSECTION J “FLAG POLE” OF SUBSECTION 4.01.15 “GENERAL SIGN REQUIREMENTS” OF SUBSECTION 4.01 “SIGN REGULATION” OF SECTION 4 “SIGN AND FENCE/SCREENING REGULATIONS” OF

THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH BY REDESIGNATING SUBSECTION J “FLAG POLE” TO SUBSECTION K “FLAG POLE;” AMENDING SUBSECTION 4.01.15 “GENERAL SIGN REQUIREMENTS” OF SUBSECTION 4.01 “SIGN REGULATION” OF SECTION 4 “SIGN AND FENCE/SCREENING REGULATIONS” BY RE-ESTABLISHING SUBSECTION J AS “WINDOW SIGN (SIGN, WINDOW)” WITH NEW DEVELOPMENT STANDARDS; AMENDING SUBSECTION 5.02 “WORDS AND TERMS DEFINED” OF SECTION 5 “DEFINITIONS” REMOVING NUMBERING DESIGNATIONS FOR ALL DEFINED TERMS AND PLACING DEFINED TERMS IN ALPHABETICAL ORDER WITHOUT SUBSTANTIVE AMENDMENT TO ANY OF THE DEFINED TERMS AND ADOPTING A NEW TERM AND DEFINITION FOR “DRONE, COMMERCIAL DELIVERY;” PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING A PENALTY CLAUSE WITH A PENALTY OF FINE UP TO \$2,000 FOR EACH VIOLATION THAT OCCURS AND FOR EACH DAY SUCH VIOLATION CONTINUES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Corinth (the “City”) 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, the City Council has determined that the Unified Development Code should be amended to permit a new land use in the appropriate zoning districts for the benefit of economic development, which is desired the residents of the City; and

WHEREAS, the City Council has determined that the Unified Development Code should be amended to make clarifications to the recently adopted Tree Preservation standards to ensure the standards protect the character and stability of property, conserve the value of land, and enhance the aesthetic and visual image of the City while fairly regulating tree preservation and mitigation; and

WHEREAS, the City Council has determined it necessary to amend certain requirements for Final Plats to clarify conditions for approval by the Planning and Zoning Commission and to expedite the process of filing a Final Plat; and

WHEREAS, the City Council has determined it necessary to amend certain requirements of the City’s Sign Regulations to promote flexibility and protect the character and stability of property, conserve the value of land, and enhance the aesthetic and visual image of the City.

WHEREAS, both the City Council and Planning and Zoning Commissions held public hearings to allow public input and considered the various amendments to both Zoning and

Subdivision Regulations contained within the Unified Development Code of the City of Corinth as set forth herein, the City Council has determined and finds that the proposed amendments outlined herein are reasonable and necessary for the regulation of land use and land development and for the protection and preservation of public health, safety and welfare.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
AMENDMENTS

2.01. Subsection 2.07.03 “Use Chart” of Subsection 2.07 “Zoning Use Regulations” of Section 2 “Zoning Regulations” of the Unified Development Code of the City of Corinth is hereby amended by adding a new use, “Drone, Commercial Delivery Service,” and establishing the use a Permitted Use “P” in the following Zoning Districts: C-1, Commercial; C-2, Commercial; C-3, Commercial; I, Industrial; MX-C, Mixed Use Commercial; and PD, Planned Development (#20) and shall not be allowed in any other Zoning District.

2.02. Subsection 2.09.02.C.15 “Tree” of Subsection 2.09.02 “Tree Preservation” of Subsection 2.09 “Zoning Development Regulations” of Section 2 “Zoning Regulations” of the Unified Development Code of the City of Corinth is hereby repealed in its entirety and a new Subsection 2.09.02.C.15, “Tree” is hereby adopted to be and read in its entirety as follows:

“15. Tree –A self-supporting, woody, perennial plant which may have one or more stems or trunks in which case the cumulative total diameter of those trunks shall be calculated in determining the whether the trunk of the tree is six inches (6”) in diameter or greater.”

2.03. Subsection 2.09.02.G.2 “Measurement of Existing Protected Trees” of Subsection 2.09.02 “Tree Preservation” of Subsection 2.09 “Zoning Development Regulations” of Section 2 “Zoning Regulations” of the Unified Development Code of the City of Corinth is hereby repealed in its entirety and a new Subsection 2.09.2.G.2 thereof is hereby adopted to be and read in its entirety as follows:

“2. Measurement of Existing Protected Trees. All existing tree measurements are in caliper inches as measured at four and one-half (4 ½) feet DBH above the natural ground level.”

2.04. Subsection 2.09.02.G.4 “Credits for Protected Tree Preservation Efforts” of Subsection 2.09.02 “Tree Preservation” of Subsection 2.09 “Zoning Development Regulations” of Section 2 “Zoning Regulations” of the Unified Development Code of the City of Corinth is hereby repealed

in its entirety and a new Subsection 2.09.02.G.4 thereof is hereby adopted to be and read in its entirety as follows:

“4. Credits for Protected Tree Preservation Efforts. The following Credit Sliding Scale is intended to encourage the preservation of Protected Trees and wildlife habitat through the thoughtful incorporation of such into the overall design of a site. Credits are offered based on the percentage of total Healthy Protected Tree CI preserved on the Property AND preserved in deeded open space lots to remain in perpetuity and cared for by the HOA and/or POA as applicable. Such credits may also be applied to mixed use, multi-family, and non-residential developments where Healthy Protected Tree(s) are preserved and incorporated into the overall site design in a manner that is “context sensitive” and furthers sustainability of natural areas and habitat within park greens, plazas, linear connections, or other such common site amenities that serve to support a gathering space(s) within a development. Note that a 50% credit is the maximum that may be applied to off-set required mitigation resulting from a Heritage Tree removed. Additionally, credits shall not be offered for Healthy Protected Trees located within utility easements and/or drainage easements, or when trees will be required to be removed based on a drainage study. However, credits may be considered for Healthy Protected Trees located within drainage easements provided that no underground and/or surface structures and other appurtenances are located or proposed. In such instances, where such credits may be offered, the CI of the Healthy Protected Trees to be preserved shall not be included in the calculation of the “Saved Healthy Protected Tree Base Credit” percentage as outlined in Table 16-B, below. Healthy Protected Trees preserved within the Floodplain may be considered for credit provided that the area is not to be disturbed, will remain in a natural state, and is incorporated as a natural feature and amenity as part of the site design.”

2.05. Subsection 2.09.02.G.4, Table 16-B “Credits for Healthy Protected Tree Preservation Efforts”, Item 9 “Standard Deduction Credit” of Subsection 2.09.02 “Tree Preservation” of Subsection 2.09 “Zoning Development Regulations” of Section 2 “Zoning Regulations” of the Unified Development Code of the City of Corinth is hereby repealed in its entirety and a new Item 9 of Table 16-B of Section 2.09.02.G.\$ is hereby adopted to be and read in its entirety as follows:

“9. Standard Deduction Credit: The purpose of the Standard Deduction Credit is to reward preservation efforts where a certain base percentage of Healthy Protected Tree CI are preserved on site and effectively incorporated into overall site design by creating a feature such as common open space or green space and demonstrating conservation and context sensitive design. The deduction credit shall be calculated as follows: When the saved base of Protected Trees CI is greater than 10% then the remaining mitigation may be reduced by an additional 10% e.g., if the base percentage (%) saved = 25% then the mitigation may be reduced by $(25\% + 10\%) = 35\%$ of the remaining mitigation requirements after applicable credits above are applied, with the exception of mitigation required for Heritage Trees removed which is capped at 50% credit as noted in Subsection 2.09.02.G.4. above.”

2.06. Subsection 2.09.02.G.5.f “Timing of Replanting and Fees” of Subsection 2.09.02 “Tree Preservation” of Subsection 2.09 “Zoning Development Regulations” of Section 2 “Zoning

Regulations” of the Unified Development Code of the City of Corinth is hereby amended in its entirety to be and read as follows:

“f. Timing of replanting and fees. Any approved “fees-in-lieu-of” and/or any approved form of financial guarantee required to assure future tree replanting for phased development, where mass grading is proposed, shall be paid at the time of issuance of Tree Removal Permit (*prior to release for construction*). The required replanting of mitigation trees shall occur prior to final inspection and any issuance of Acceptance of Public Improvements or Certificate of Occupancy.”

2.07. Subsection 3.03.03.H.4 of Subsection 3.03 “Platting Requirements” of Section 3 “Subdivision Regulations” of the Unified Development Code of the City of Corinth is hereby repealed in its entirety and a new Subsection 3.03.03.H.4 thereof is hereby adopted to be and read in its entirety as follows:

- “4. A motion to approve a Final Plat shall be subject to the following conditions, whether or not stated in the motion to approve:
- a. All required fees shall be paid.
 - b. All covenants required by ordinances have been reviewed and approved by the City.
 - c. On-site easements and rights-of-way have been dedicated and filed of record and properly described and noted on the proposed plat.
 - d. All required abandonments of public rights-of-way or easements that must be approved by the City Council and the abandonment ordinance numbers are shown on the plat.
 - e. Abandonment documents for all other easements not requiring City Council approval have been filed of record and properly described and noted on the plat.
 - f. Original tax certificates have been presented from each taxing unit with jurisdiction of the real property showing the current taxes are paid.
 - g. Staff is authorized to approve any additions and/or alterations to the easements, dedications, and plat notes included in the Final Plat.”

2.08. Subsection 2 “Owner’s Statement for Fire Lane Easement” being “Figure 19: Owner’s Statement for Fire Lane Easement” of Subsection 3.03.03. M “Signature Blocks” of Subsection 3.03 “Platting Requirements” of Section 3 “Subdivision Regulations” of the Unified Development Code of the City of Corinth is hereby repealed in its entirety and a new Subsection 2, “Owner’s Statement for Fire Lane Easement” is hereby adopted to be and read in its entirety as follows:

- “2. Owner's Statement for Fire Lane Easement.

OWNER'S STATEMENT FOR FIRE LANE EASEMENT

The undersigned covenants and agrees that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a fire lane in accordance with the Fire Code and City standards and that he (they) shall maintain the same in a state of good repair at all times in accordance with the requirements of City Ordinance(s). The fire lane easement shall be kept free of obstructions in accordance with the City Ordinance(s). The maintenance of pavement, in accordance with City Ordinance(s), upon the fire lane easements is the responsibility of the property owner . The owner shall identify the fire lane in accordance with City Ordinance. The Chief of Police or his/her duly authorized representative is hereby authorized to cause such fire lane and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

Owner (Printed Name): _____
Owner (Signature): _____
Date: _____

Figure 19: Owner's Statement for Fire Lane Easement

2.09. Subsection 5 “Certificate of Final Plat Approval (For Final Plats with Required Public Improvements Installed After Approval)” being “Figure 22: Certificate of Final Plat Approval” of Subsection 3.03.03. M “Signature Blocks” of Subsection 3.03 “Platting Requirements” of Section 3 “Subdivision Regulations” of the Unified Development Code of the City of Corinth is hereby repealed in its entirety and a new Subsection 5, “Certificate of Final Plat Approval” thereof is hereby adopted to be and read in its entirety as follows:

“5. Certificate of Final Plat Approval

CERTIFICATE OF APPROVAL

APPROVED the _____ day of _____, 20__ by the Planning and Zoning Commission of the City of Corinth, Texas.

_____ Director of Planning and Development

_____ City Secretary

Figure 22: Certificate of Final Plat Approval

2.10. Subsection 6 “Certificate of Final Plat Approval (For Final Plat with Required Public Improvements Installed Before Approval)” being “Figure 23: Certificate of Final Plat Approval” of Subsection 3.03.03. M “Signature Blocks” of Subsection 3.03 “Platting Requirements” of Section 3 “Subdivision Regulations” of the Unified Development Code of the City of Corinth is

hereby repealed in its entirety, and all other sections not expressly amended shall remain in full force and effect.

2.11. Subsection 7 “Certificate of Completion and Authorization to File” being “Figure 24: Certificate of Completion and Authorization to File” of Subsection 3.03.03. M “Signature Blocks” of Subsection 3.03 “Platting Requirements” of Section 3 “Subdivision Regulations” of the Unified Development Code of the City of Corinth is hereby repealed in its entirety, and all other sections not expressly amended shall remain in full force and effect.

2.12. Subsection 4.01.15.B.2 “Attached Sign” of Subsection 4.01.15 “General Sign Requirements” of Subsection 4.01 “Sign Regulation” of Section 4 “Sign and Fence/Screening Regulations” of the Unified Development Code of the City of Corinth is hereby amended in its entirety to be and read as follows:

“B – Attached Sign:

2. Maximum Letter/Logo Height for Attached Signs. The maximum height allowed for letters or logos shall be based on the following criteria:

Table 29: Maximum Letter Height	
Distance from Right-of-Way*	Maximum Letter/Logo Height
200 ft.	24 inches
201—250 ft.	30 inches
251—300 ft.	36 inches
301 ft. and greater	42 inches
* For any lease space which does not front on a street, the maximum letter/logo height shall be based on the distance from the vehicular driveway access (see Section 4.01.24. Selected Sign Graphic Clarifications for further clarification). “	

2.13. Subsection 4.01.15.C.5.b.ii “Number of Signs - Monument Sign (Sign, Monument)” of Subsection 4.01.15 “General Sign Requirements” of Subsection 4.01 “Sign Regulation” of Section 4 “Sign and Fence/Screening Regulations” of the Unified Development Code of the City of Corinth is hereby repealed in its entirety, and all other sections not expressly amended shall remain in full force and effect.

2.14. Subsection 4.01.15.D.5.b.ii “Corner Lots - Multi-Tenant Monument Signs (Signs, Multi-tenant Monument)” of Subsection 4.01.15 “General Sign Requirements” of Subsection 4.01 “Sign Regulation” of Section 4 “Sign and Fence/Screening Regulations” of the Unified Development Code of the City of Corinth is hereby repealed in its entirety, and all other sections not expressly amended shall remain in full force and effect.

2.15. Subsection 4.01.15.E.5.b.ii “Corner Lots - Monument Sign (Sign, Monument) – I-35E” of Subsection 4.01.15 “General Sign Requirements” of Subsection 4.01 “Sign Regulation” of Section 4 “Sign and Fence/Screening Regulations” of the Unified Development Code of the City of Corinth is hereby repealed in its entirety, and all other sections not expressly amended shall remain in full force and effect.

2.16. Subsection 4.01.15.F.5.b.ii “Corner Lots – Multi-Tenant Monument Sign (Sign, Multi-Tenant Monument) – I-35E” of Subsection 4.01.15 “General Sign Requirements” of Subsection 4.01 “Sign Regulation” of Section 4 “Sign and Fence/Screening Regulations” of the Unified Development Code of the City of Corinth is hereby repealed in its entirety, and all other sections not expressly amended shall remain in full force and effect.

2.17. Subsection 4.01.15.G.5.b.ii “Corner Lots - Monument Sign (Sign, Monument) – F.M. 2181 and F.M. 2499” of Subsection 4.01.15 “General Sign Requirements” of Subsection 4.01 “Sign Regulation” of Section 4 “Sign and Fence/Screening Regulations” of the Unified Development Code of the City of Corinth is hereby repealed in its entirety, and all other sections not expressly amended shall remain in full force and effect.

2.18. Subsection 4.01.15.H.5.b.ii “Corner Lots – Multi-Tenant Monument Sign (Sign, Multi-Tenant Monument) – F.M. 2181 and F.M. 2499” of Subsection 4.01.15 “General Sign Requirements” of Subsection 4.01 “Sign Regulation” of Section 4 “Sign and Fence/Screening Regulations” of the Unified Development Code of the City of Corinth is hereby repealed in its entirety, and all other sections not expressly amended shall remain in full force and effect.

2.19. Subsection J “Flag Pole” of Subsection 4.01.15 “General Sign Requirements” of Subsection 4.01 “Sign Regulation” of Section 4 “Sign and Fence/Screening Regulations” of the Unified Development Code of the City of Corinth is hereby labeled and redesignated as Subsection K “Flag Pole.”

2.20. Subsection 4.01.15 “General Sign Requirements” of Subsection 4.01 “Sign Regulation” of Section 4 “Sign and Fence/Screening Regulations” of the Unified Development Code of the City of Corinth is hereby amended to adopt a new Subsection J, “Window Sign (Sign, Window),” to be and read in its entirety as follows:

“J. Window Sign (Sign, Window)

1. General. Window Signs shall be affixed to any surface of a window (interior or exterior) or within two (2) feet of the interior window glazing.
2. Maximum Area. The combined aggregate of all Window Signs (including signs excluded under subsection 4.01.15 J.5 below) shall not exceed twenty-five (25) percent of the total window area per façade/elevation per tenant.
3. Maximum Letter/Logo Height. The maximum height allowed for letters or logos shall be eighteen (18) inches.
4. Illumination for Window Signs. Illuminated Window Signs shall not be allowed within three (3) feet of the interior window glazing with the exception of the open/closed signs.
5. Maximum Number of Signs. Two (2) Window Signs per leasing space, excluding the following:
 - a. Signs defining the address, name, proprietor, telephone number, and hours of operation of the business;
 - b. Signs required by local, state and federal law; and
 - c. Open/Closed signs.”

2.21. Subsection 5.02 “Words and Terms Defined” of Section 5 “Definitions” of the Unified Development Code of the City of Corinth is hereby amended to remove numbering designations for all defined terms and placing defined terms in alphabetical order without substantive amendment to any of the defined terms.

2.22. Subsection 5.02 “Words and Terms Defined” of Section 5 “Definitions” of the Unified Development Code of the City of Corinth is hereby amended by adopting a new term and definition for “Drone, Commercial Delivery Service” and adding such term to the list of “Definitions” and placed in alphabetical order to read as follows:

...

“Drone, Commercial Delivery Service - An unmanned aerial vehicle, including a storage and/or operations structure, used to transport food, medical supplies, or other goods and the services and operations of which is in conformance with all rules and regulations of the Federal Aviation Administration (FAA) and any other Federal and State rules and regulations as they exist or may be amended. The use may be a primary or an accessory use on the permitted property.”

SECTION 3 **CUMULATIVE REPEALER**

This Ordinance shall be cumulative of the Unified Development Code and all other Ordinances of the City of Corinth 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 or where expressly repealed hereby. 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.

SECTION 4
SEVERABILITY

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

SECTION 5
SAVINGS/CONFLICT

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

SECTION 6
PENALTY

Any person, firm or corporation who violates any provision of this Ordinance or the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense, provided, however, that in all cases involving an intentional, knowing, reckless or criminally negligent violation of any provision of this ordinance or Code of Ordinances, as amended hereby, governing public health shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense.

SECTION 7
PUBLICATION/EFFECTIVE DATE

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this the 20th day of October, 2022.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney



CITY OF CORINTH
Staff Report

Meeting Date:	10/20/2022	Title:	Purchase Backhoe for Parks
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
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 N/A		

Item/Caption

Consider and act on the purchase of a Case 580SN Backhoe for the Parks Division, from Associated Supply Company, Inc., using the BuyBoard Cooperative Purchasing Agreement 597-19, in an amount not to exceed \$120,000, and authorize the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

The Case 580SN 4WD T4 Final Backhoe will be utilized by the Parks Division. Currently Parks maintains 12 parks, and city-wide right-of-ways with one backhoe. The current backhoe is 12 years old, undersized, and is becoming unreliable. Other divisions of Public Works will also utilize the unit for larger projects within the City.

The current backhoe will be traded in to reduce the cost of the new backhoe.

Financial Impact

This purchase will use the Vehicle Replacement Fund and has been budgeted for this year.

Applicable Owner/Stakeholder Policy

N/A

Staff Recommendation/Motion

Staff recommends the approval of the purchase of the Parks backhoe.

BuyBoard Quote

ASSOCIATED SUPPLY COMPANY, INC.

Sorcewell Vendor: Associated Supply Company, Inc.
27500 E. University Dr. Little Elm, TX 76227
Phone: (972) 441-2726
Fax: _____

Prepared By: Chase Harmon
Mobile: (682) 219-2053
Email: charmon@ascoeq.com

Date Prepared: 10/4/2022

Government Agency: City of Corinth

Ship To: City of Corinth
3300 Corinth Parkway
Corinth, TX 76208

Bill To: City of Corinth
3300 Corinth Parkway
Corinth, TX 76208

Contacts' Name: Melissa Dolan
Email: melissa.dolan@cityofcorinth.com

Phone: (940) 498-7530
Fax: _____

Product Description: Case 580SN 4WD T4 Final, Backhoe

Sorcewell Contract: 597-19

I. Price List Dated: _____

Base Price: \$149,167.00

II: Base Bid Options (Itemized Below)

4WD Power Shuttle Transmission	Included
Front Wheels: 12x16.5, 10 PR Lug Tread	Included
Rear Wheels: 19.5Lx24, 10PR STD	Included
1 Way or 2 Way Aux & Extendahoe Package	\$9,446.00
Heavy Front Counterweight	\$ (773.00)
Dual Lever Controls	\$ 438.00
Mechanical Quick Coupler	Included
24" Universal Bucket	\$ 2,476.00
Flip Over / Stabilizer Pads Comb	\$ 840.00
Thumb Option	\$ 4,028.00
SUB-TOTAL:	\$ 16,455.00

Ride Control & Comfort Steer	\$ 1,815.00
82" Long Lip Bucket w/ Cutting Edge	\$ 3,101.00
Cab, 1 Door w/ Heat & A/C	\$ 11,811.00
Premium Air Susp Heated Seats	\$ 873.00
Standard Lights	Included
Cold Start Dual Battery	Included
DEF / Fuel Locking Covers	\$ 370.00
Case Sitewatch Telematics	Included
3 Year Advanced Telematic Subscription	Included
SUB-TOTAL:	\$ 17,970.00

Options List Price Total: \$ 34,425.00

III. SUB-TOTAL OF I & II

\$ 183,592.00

IV. BuyBoard Discount: 26.00% \$ 47,733.92

BuyBoard CONTRACT PRICE: \$ 135,858.08

V: NON-BASE OPTIONS

Non-Base Options (%) = 0

3yr/3000hr EPG Premier Warranty	\$ 2,850.00
SUB-TOTAL:	\$ 2,850.00

	\$ -
	\$ -
	\$ -
SUB-TOTAL:	\$ -

VI: UNPUBLISHED OPTIONS ADDED TO CONTRACT PRICE (SUBTOTAL OF COL1 & COL 2)

\$ 2,850.00

VII: TOTAL IV + VI

\$ 138,708.08

VIII: QUANTITY ORDERED UNITS: 1

\$ 138,708.08

IX: TRADE-IN OR OTHER CREDIT(S): \$ 18,884.06 (Q4 Discount)

\$ 18,884.06

TOTAL: \$ 119,824.02

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.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-942163

Date Filed:
10/07/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Associated Supply Company, Inc.
Lubbock, 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.
ASCO 597-19
Case 580SN Backhoe

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Key, Paula Wright	Lubbock, TX United States	X	
	Wright, John Stephen	Amarillo, TX United States	X	
	Wright, William B. "Brax"	Lubbock, TX United States	X	

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is SCOTT WILLIAM SHARP, and my date of birth is 07/23/1956.

My address is 2102 EAST SLATON ROAD, LUBBOCK, TX, 79452, USA.
(street) (city) (state) (zip code) (country)

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

Executed in LUBBOCK, LUBBOCK County, State of TEXAS, on the 7TH day of OCTOBER, 2022.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



CITY OF CORINTH
Staff Report

Meeting Date:	10/20/2022	Title:	Chapter 56: Municipal Storm Water Utility System
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
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 Click to enter recommendation/decision of supporting group.		

Item/Caption

Consider and act on an Ordinance of the City Council of the City of Corinth, Texas, amending section 56.09 “Municipal Storm Water Utility System Fee Schedule” of Chapter 56 “Municipal Storm Water Utility System” of the Code of Ordinances of the City of Corinth by updating references to the Texas Local Government Code and amending the provisions for exemptions; providing for the incorporation of premises; providing for an amendment; providing a cumulative repealer clause; providing a severability clause; proving a penalty clause; providing for publication; and providing an effective date.

Item Summary/Background/Prior Action

The Utility Customer Service department is responsible for establishing and maintaining customer utility accounts as well as billing approximately 7,479 active accounts each month for the storm water utility system. The storm water utility fee and procedures for assessing the storm water utility fee are governed by section 56 Municipal Storm Water Utility System of the code of ordinances.

Staff is recommending revisions to section 56.09 Municipal Storm Water Utility System Fee Schedule on exempted property of the storm water utility fee as allowed by State Statue. The proposed revisions include the following:

- Update Ordinance with changes in State Statues
- Removing property owned by the Lake Cities Fire Department as an allowable exemption.
- Adding property owned by the State or the City of Corinth as an allowable exemption.

Staff Recommendation/Motion

Staff recommends approval of an ordinance amending section 56.09 Municipal Storm Water Utility System Fee Schedule as presented.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AMENDING SECTION 56.09 “MUNICIPAL STORM WATER UTILITY SYSTEM FEE SCHEDULE” OF CHAPTER 56 “MUNICIPAL STORM WATER UTILITY SYSTEM” OF THE CODE OF ORDINANCES OF THE CITY OF CORINTH BY UPDATING REFERENCES TO THE TEXAS LOCAL GOVERNMENT CODE AND AMENDING THE PROVISIONS FOR EXEMPTIONS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AN AMENDMENT; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth (the “City”) 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, since the adoption of Section 56.09, “Municipal Storm Water Utility System Fee Schedule” of Chapter 56, “Municipal Storm Water Utility System” of the City’s Code of Ordinances, changes to state law have occurred; and

WHEREAS, the City has determined it appropriate to review the exemptions and other provisions of Section 56.09 and adopt amendments to reflect the changes in state law regulating exemptions to the City’s Storm Water Utility System regulations; and

WHEREAS, the City has reviewed the proposed changes to Section 56.09, finds it necessary and appropriate to adopt this Ordinance, and further finds that the adoption of this ordinance serves the public health, safety and welfare;

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
AMENDMENTS

That Section 56.09 “Municipal Storm Water Utility System Fee Schedule” of Chapter 56 “Municipal Storm Water Utility System” of the Code of Ordinances of the City of Corinth, Texas is hereby repealed in its entirety and a new Section 56.09, “Municipal Storm Water Utility System Fee Schedule” is hereby adopted to be and read as follows with all other sections of Chapter 56 not expressly amended hereby remaining in full force and effect:

§ 56.09 MUNICIPAL STORM WATER UTILITY SYSTEM FEE SCHEDULE.

(A) The following rates are hereby established and shall be collected through the city's bill for public utilities pursuant to Subchapter C of Chapter 552, Texas Local Government Code, as amended from time to time, including without limitation, Section 552.048, and other applicable law.

(B) Equivalent residential unit:

(1) Rates shall be charged to a User of a property based on a property's contribution to the public storm water utility system. The contribution shall be based on the impervious area of the property. User means the person or entity who owns or occupies the property.

(2) One equivalent residential unit (ERU) is defined as 3,900 square feet of impervious area. ERUs shall be calculated in whole increments, with no fee maximum, as shown below:

Impervious Area (square feet)	ERUs
1—3,900	1
3,901—7,800	2
7,801—11,700	3
11,701—15,600	4
15,601—19,500	5
Etc.	Etc.

(3) The storm water utility fee shall be established according to the following schedule:

Property Type	Rate
Single family residential	\$6 per month
All other non-exempt property	\$6 per ERU per month

(4) A minimum charge of one ERU shall be applied to each non-exempt developed property, regardless of classification.

(5) A property shall be charged a storm water utility fee on a maximum of one utility account, regardless of the number of utility accounts established for the property.

(C) Exemptions. Subject to confirmation of eligibility by the City, the following properties shall be exempt from the provisions of this Ordinance:

(1) Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the City for maintenance.

(2) A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the City.

(3) Property with proper construction and maintenance of a wholly sufficient and privately owned drainage system as that term is defined in Chapter 552, as amended from time to time;

(4) Property with proper construction and maintenance of a wholly sufficient and privately owned drainage system, upon review and approval by the City.

(5) Any property expressly exempted by Section 552.053, Local Government Code, as amended from time to time.

- (6) Property owned by an independent school district.
- (7) Property owned by the State of Texas or City of Corinth.

- (D) Fee credits.

(1) A property owner may petition to the city to reduce the storm water utility fee for an individual property to account for on-site storm water management controls that reduce the property's impact to the storm water utility system.

(2) The petition shall be evaluated and the fee adjustment decision determined by the Public Works Director. The Public Works Director's evaluation and determination shall be based on nondiscriminatory, reasonable, and equitable terms and shall be based solely on storm water-related factors.

(E) The rates established above apply to the accounts maintained by the city for public utility services.

(F) All billings, credits, exemptions and other procedures relating to this change shall be subject to the provisions of Subchapter C of Chapter 552, Texas Local Government Code including, without limitation, Section 552.041.”

SECTION 3
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances of the City of Corinth 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 or where expressly repealed hereby. 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.

SECTION 4
SEVERABILITY

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

SECTION 5
SAVINGS/CONFLICT

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

SECTION 6

PENALTY

Any person, firm or corporation who violates any provision of this Ordinance or the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense, provided, however, that in all cases involving an intentional, knowing, reckless or criminally negligent violation of any provision of this ordinance or Code of Ordinances, as amended hereby, governing public health shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense.

SECTION 7
PUBLICATION/EFFECTIVE DATE

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this the ____ day of _____ 2022.

APPROVED:

Bill Heidemann, Mayor
City of Corinth, Texas

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Patricia A. Adams, City Attorney



CITY OF CORINTH
Staff Report

Meeting Date:	10/20/2022	Title:	Contract Paint and Carpet Installation – City Hall 3300 Corinth Parkway								
Ends:	<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										
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder										
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function										
Owner Support:	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><input type="checkbox"/> Planning & Zoning Commission</td> <td style="width: 50%;"><input type="checkbox"/> Economic Development Corporation</td> </tr> <tr> <td><input type="checkbox"/> Parks & 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 contract for the installation of paint and carpet at City Hall, from Native Construction, using the BuyBoard Cooperative Purchasing Agreement 638-21, in an amount not to exceed \$209,518, and authorize the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

The paint and carpet at City Hall have not been replaced since the building was built in 2002. The contract will include the supply and installation of paint and carpet. The City utilized the Buyboard Contract 638-21 to meet state and local requirements.

Financial Impact

\$209,518

Applicable Owner/Stakeholder Policy

NA

Staff Recommendation/Motion

Staff recommends approval as presented.

**SERVICE CONTRACT
PAINT AND CARPET REPLACEMENT CORINTH CITY HALL**

This Contract, is made and entered into this ___ day of _____, 2022 by and between Native Consolidated Management LLC, dba Native Construction, 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

This Contract shall commence beginning on the ___ day of October, 2022, and shall expire upon completion and acceptance of the project.

2. SCOPE OF SERVICES

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

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) The City’s Request for quotation RFQ #1153, including all documents incorporated by reference – Attachment A
- c) Vendor quotes with cooperative pricing and contract number, Form 1295 electronically filed and signed; - Attachment B
- d) Vendor Cooperative Contract Documentation with Buyboard #638-21 – Attachment C

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

3. PAYMENT

Invoices shall be mailed or emailed directly to:

City of Corinth
Accounts Payable
3300 Corinth Parkway
Corinth, Texas 76208
accountspayable@cityofcorinth.com

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

4. CHANGES

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

5. TERMINATION OF CONTRACT

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

6. COMPLETENESS OF CONTRACT

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

7. INDEMNITY AND INSURANCE

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

b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the attached City's Vendor Insurance Requirements.

- c) This Contract is not intended to extend the liability of the parties beyond that provided by law. The City does not waive, limit, or surrender any immunity or defense available to the City.

8. ASSIGNMENT

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

9. NOTICES

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

Scott Campbell	John Lee
City Manager	President
City of Corinth	Native Consolidated Management LLC dba Native Construction
3300 Corinth Parkway	150 Sabine St #142
Corinth, TX 76208	Houston, TX 77007

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

10. MISCELLANEOUS


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

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

CITY OF CORINTH

**NATIVE CONSOLIDATED MANAGEMENT
LLC DBA NATIVE CONSTRUCTION**

Scott Campbell, City Manager



John Lee, President

ATTEST:

ATTEST:

Lana Wylie, City Secretary

By: _____
Title: _____

PERFORMANCE BOND

STATE OF TEXAS)
)
COUNTY OF DENTON)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter called Principal, and

_____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **CITY OF CORINTH**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary", in the penal sum of _____ Dollars (\$_____) plus fifteen percent (15%) of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract in lawful money of the United States, to be paid in Denton County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the City of Corinth, the Beneficiary, dated on or about the _____ day of _____, A.D. 20____, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**RFQ #1153
PAINT AND CARPET REPLACEMENT CORINTH CITY HALL**

in the City of Corinth, Texas, as more particularly described and designated in the above-referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the Plans, Specifications and Contract Documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final completion and final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and save harmless the Beneficiary from and against all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive Venue shall lie in Denton County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Plans, Specifications and Drawings, etc., accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Denton County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in three copies, each one of which shall be deemed an original, this, the _____ day of _____, 20_____.

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

The Resident Agent of the Surety in Denton County, Texas, for delivery of notice and service of the process is:

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

NOTE: Date must not be prior to date of Contract. If Resident Agent is not a corporation, give a person's name.

PAYMENT BOND

STATE OF TEXAS)
)
COUNTY OF DENTON)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____,

hereinafter called Principal,
and _____, a corporation
organized and existing under the laws of the State of _____, and
fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto
the **CITY OF CORINTH**, a home-rule municipal corporation organized and existing under the laws
of the State of Texas, hereinafter called "Owner", and unto all persons, firms, and corporations who
may furnish materials for, or perform labor upon the building or improvements hereinafter referred
to in the penal sum of _____ DOLLARS
(\$_____) (one hundred percent (100%) of the total bid price) in lawful money of the
United States, to be paid in Denton County, Texas, for the payment of which sum well and truly to
be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and
severally, firmly by these presents. The penal sum of this Bond shall automatically be increased
by the amount of any Change Order or Supplemental Agreement, which increases the Contract
price, but in no event shall a Change Order or Supplemental Agreement, which reduces the
Contract price, decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into
a certain Contract with the City of Corinth, the Owner, dated on or about the _____ day of
_____, A.D. 20____, a copy of which is attached hereto and made a part
hereof, to furnish all materials, equipment, labor, supervision, and other accessories
necessary for the construction of:

**RFQ #1153
PAINT AND CARPET REPLACEMENT CORINTH CITY HALL**

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties and
make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying
labor and/or material in the prosecution of the Work provided for in the above-referenced Contract
and any and all duly authorized modifications of said Contract that may hereafter be made, notice
of which modification to the Surety is hereby expressly waived, then this obligation shall be void;
otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive venue
shall lie in Denton County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and
agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to
the Work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the
same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any
such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to
be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government
Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Denton County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in three copies, each one of which shall be deemed an original, this, the _____ day of _____, 20__.

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

The Resident Agent of the Surety in Denton County, Texas, for delivery of notice and service of the process is:

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

NOTE: Date must not be prior to date of Contract. If Resident Agent is not a corporation, give a person's name.

MAINTENANCE BOND

STATE OF TEXAS)
)
COUNTY OF DENTON)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter referred to as "Principal," and _____, a corporate surety/sureties organized under the laws of the State of _____ and fully licensed to transact business in the State of Texas, as Surety, hereinafter referred to as "Surety" (whether one or more), are held and firmly bound unto the **CITY OF CORINTH**, a Texas municipal corporation, hereinafter referred to as "Owner," in the penal sum of _____ DOLLARS (\$_____) (one hundred percent (100%) of the total bid price), in lawful money of the United States to be paid to Owner, its successors and assigns, for the payment of which sum well and truly to be made, we bind ourselves, our successors, heirs, executors, administrators and successors and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

WHEREAS, Principal entered into a certain written Contract with the City of Corinth, dated on or about the ____ day of _____, 20____, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**RFQ #1153
PAINT AND CARPET REPLACEMENT CORINTH CITY HALL**

in the City of Corinth, Texas, as more particularly described and designated in the above-referenced contract, such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

WHEREAS, in said Contract, the Principal binds itself to use first class materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the improvements by Owner the said improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of final acceptance of the Work by Owner, Principal binds itself to repair or reconstruct said improvements in whole or in part at any time within said period of time from the date of such notice as the City Manager or his designee shall determine to be necessary for the preservation of the public health, safety or welfare. If Principal does not repair or reconstruct the improvements within the time period designated, Owner shall be entitled to have said repairs made and charge Principal and/or Surety the cost of same under the terms of this Maintenance Bond.

NOW, THEREFORE, if Principal will maintain and keep in good repair the Work herein contracted to be done and performed for a period of two (2) years from the date of final acceptance and do and perform all necessary work and repair any defective condition (it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Principal) then this obligation shall be void; otherwise it shall remain in full force and effect and Owner shall have and recover from Principal and its Surety damages in the premises as provided in the Plans and Specifications and Contract.

PROVIDED, however, that Principal hereby holds harmless and indemnifies Owner from and against any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation.

PROVIDED, further, that if any legal action be filed on this Bond, exclusive venue shall lie in Denton County, Texas.

AND PROVIDED FURTHER, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Denton County to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, this instrument is executed in three copies, each one of which shall be deemed an original, on this the ____ day of _____, 20____.

ATTEST:

PRINCIPAL:

By: _____
 Signature

 Typed/Printed Name

 Title

 Address

 City State Zip

 Phone Fax

 Company Name

By: _____
 Signature

 Typed/Printed Name

 Title

 Address

 City State Zip

 Phone Fax

[Signatures continued on following page.]

ATTEST:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

SURETY:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

NOTE: Date must not be prior to date of Contract.



ADDENDUM #1

REQUEST FOR QUOTATION

CITY OF CORINTH

August 16, 2022

Paint and Carpet Replacement for Corinth City Hall
(Cooperative Purchase)

RFQ #1153

PROPOSALS DUE:

FRIDAY, AUGUST 19, 2022 9:00 AM CDT

ADDENDUM #1

Addendum to be returned with Proposal

Note: The time for submission of proposals has NOT been changed.

The following additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the referenced document and shall become part of the Contract Documents. Respondents shall acknowledge receipt of this Addendum by signing below and returning this Addendum with the Proposal.

The staircase to be carpeted will need the toe cap installed on the stairs, and the toe cap should match the vinyl cove base.

Please add pricing to install carpet in the current Vending/Telephone area on the first floor. Approximate size is 10' x 9'. Vending/Telephone 136 on the First Floor Plan.

Please replace the original Bid Proposal Form with the attached Revised Bid Proposal Form.

This form shall be signed and returned with your proposal.

Name: _____

Signature: _____

Company: _____

Title: _____

Date: _____

Below is a list of questions received at the site visit. The deadline for questions is 9:00 AM, August 17, 2022.

Q1. Is the cove base to be carpet or vinyl?

A1. The cove base will be vinyl. Please change on Page 3 - Section C.B Flooring. Include pricing to demo the current carpet cove base and install new vinyl cove base. The color will be dark grey and the stair toe cap should match. A new Bid Proposal Form is attached.

Q2. The A5 drawing is missing.

A2. The drawing has been uploaded to Bonfire.

Q3. Will the cove base stay in the rooms that have vinyl flooring?

A3. Yes – the cove base will remain.

Q4. Will any painting or flooring be done in server rooms, mechanical rooms or electrical rooms?

A4. No work will be done in these areas.

Q5. Will the large TV's in Council Chambers be removed?

A5. No, the contractor will need to paint around them.

Q6. The City will be closed on holidays and will close early on the following dates. No work will be done on the first floor on days when Municipal Court is held; or schedules will be adjusted.

A6. Holidays:

Staff Development Day, August 25, 2022 - closing 11:00 am

Labor Day, September 5, 2022

Thanksgiving, November 24 & 25, 2022

Municipal Court Dates:

September 13, 2022

September 15, 2022

September 20, 2022

October 11, 2002

October 13, 2022

October 18, 2022

November 15, 2022

November 17, 2022

BID PROPOSAL FORM

The City reserves the right to award by line item, section, or by entire quotation; whichever is most advantageous to the City.

DESCRIPTION	UNIT COST	TOTAL BID AMOUNT
SECTION A - PAINTING		
Furnish and Paint as specified in Scope of Work	\$/SQ FT	\$
CALENDAR DAYS TO COMPLETE ARO (includes, materials lead time, demolition, startup, installation furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary) _____ days		
SECTION B - CARPET		
Furnish and Install Carpet as specified in Scope of Work (approximately 22,000 square feet)	\$/SQ FT	\$
Furnish and Install Vinyl Coving as specified in Scope of Work (approximately 4,700 linear feet)	\$/LIN FT	\$
Additional 100 sq. ft. of additional carpet for City to keep in stock for repairs, replacement	\$/SQ FT	\$
TOTAL SECTION B CARPET		\$
CALENDAR DAYS TO COMPLETE ARO (includes, materials lead time, demolition, startup, installation furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary) _____ days		
SECTION C – FURNITURE/ APPLIANCES/CUBICLE/ MOVING		
Moving all furniture/appliance/cubicles necessary and return them to their original places as specified in Scope of Work	LS	\$
CALENDAR DAYS TO COMPLETE ARO (includes furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary) _____ days		
TOTAL BID AMOUNT ALL SECTIONS _____ Dollars and _____ Cents		\$ _____
PRICING BASED ON COOPERATIVE CONTRACT NAME AND NUMBER: _____		



**REQUEST FOR QUOTATION
PAINT AND CARPET REPLACEMENT
FOR CORINTH CITY HALL (COOPERATIVE PURCHASE)
RFQ #1153
CITY OF CORINTH, TEXAS**

IMPORTANT DATES:

RFQ Issue Date: Thursday, August 11, 2022
Site Visit Date and Time: Tuesday, August 16, 2022 @ 10:00 AM CDT
Questions Deadline: Wednesday, August 17, 2022 @ 9:00 AM CDT
Quotation Due Date and Time: Friday, August 19, 2022 @ 9:00 AM CDT

Quotations for the materials or services specified will be received by the City of Corinth at the office of the Purchasing Agent until the date and time as indicated above.

Quotations will be received electronically through Bonfire, the City's e-procurement system at <https://cityofcorinth.bonfirehub.com>.

Electronic submittals 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.

Bid Contact:

Purchasing Agent
3300 Corinth Parkway, 2nd Floor
Corinth, TX 76208

Additional instructions for preparing a response are provided within. **All forms in Appendix B must be submitted with your quotation.**

Requests for additional information should be made no later than the questions deadline above and shall be directed to <https://cityofcorinth.bonfirehub.com>. All requests must be made in writing. Oral explanations will not be binding.

Any interpretations, corrections, clarifications, or changes to this Request for Quotations or specifications will be made by addenda. Addenda will be posted at <https://cityofcorinth.bonfirehub.com>. It is the responsibility of the respondent to monitor the Bonfire website for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their quotation.

The City of Corinth reserves the right to reject any and all proposals and to waive defects in proposals. No officer or employee of the City of Corinth shall have a financial interest, direct or indirect, in this or any contract with the City of Corinth. Minority and small business vendors are encouraged to submit a bid on any and all City of Corinth projects.

The City appreciates your time and effort in preparing a response. **Please note that proposals must be received by the due date and time shown above.** Bids received later than the date and time above will not be considered. The City does not accept oral, telephone, emailed, or faxed bids. **Proposals submitted orally, by phone, email, or fax will be disqualified and will not be considered in the evaluation process.** Proposals will be accepted only if submitted online through Bonfire. The City will not be responsible for, or consider missing, lost, or late submissions.

1. INTRODUCTION

The City of Corinth (City) is requesting cooperative quotes for paint and carpet replacement at City Hall as described in the following bid specifications. The successful bidder shall execute a contract to furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to provide goods/services in accordance with the instructions, specifications, terms and conditions set forth in this bid. The successful bidder will be considered the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Respondent may quote on any or all items. The City reserves the right to award by line item, section, or by entire quotation; whichever is most advantageous to the City, unless denied by the respondent.

The City's preference is to have the project completed by September 30, 2022. Please complete the estimated completion time on the Bid Proposal Form.

2. SPECIFICATIONS/SCOPE OF SERVICES

Respondent shall comply with all requirements herein. Exceptions or deviations from the specifications shall be noted on the Submittal Exception Form.

A. Contractor Responsibilities

Contractor shall perform the services in accordance with the performance standards and shall:

1. Maintain proper and verifiable insurance as outlined in the City's insurance requirements
2. Maintain proper and verifiable licenses and certifications
3. Adhere to all Federal, State and Local laws and regulations at all times
4. Perform the services and operate in an environmentally sound way as not to create damage or cause exposure by virtue of negligence or omission
5. Contractor shall after award of bid, submit to the city a list of all employees or subcontractors with identification to perform background checks. No work shall commence until all workers are cleared. Any new workers assigned to the project must be cleared before they may begin work on the jobsite. All workers will be required to always have visible identification.

B. Specifications

Property Address: City Hall - 3300 Corinth Parkway, Corinth, TX 76208

The City is requesting cooperative pricing to expedite completion of the project. The City is currently a member of the following cooperative purchasing programs:

- | | |
|------------------------------------|--|
| Buyboard | Omnia Partners/US Communities/National IPA |
| Choice Partners | Tarrant County Cooperative Program |
| TIPS-USA | Collin County Purchaser's Forum |
| 1GPA | NCPA |
| TXShare/Sourcwell (through NCTCOG) | |

C. Scope of Work

Section A: Painting – Bedding, Wall Repairs, and Painting

Supply/install paint as specified on Exhibit A. Prep walls by sealing any holes, etc. prior to painting.

Paint shall be equal to or better than Sherwin Williams #7012 – Creamy, #9110 Malabar & #6221 Moody Blue. Standard Paint Swatch Samples for alternate materials proposed are required for City approval at no charge. Samples must be delivered to the City Purchasing Office before the deadline for submittals.



Section B: Flooring – Remove Existing Carpet, Bound Carpet Coving disposal of old and Installation of New Carpet Tiles

- Remove old carpet and dispose of it.
- Remove old bound carpet coving and dispose of it.
- Clean and scrape underlying floor to remove old glue, dirt and other debris.
- Supply carpet, coving and all other material and equipment necessary to complete the project.
- Install/lay new carpet as specified on Exhibit A (approximately 22,000 square feet).
- Install bound carpet coving (approximately 4,700 linear feet).

- Provide Additional 100 sq. ft. of carpet for City to keep in stock for repairs, replacement

Carpet shall be equal to or better than Mohawk Group, Collection: textural Effects Plank, Style: Thematic Thread/GT423, Color: 968 Concrete, Size 12"X 36", Installation Method: Monolithic. Three 12"X36" Samples for alternate materials proposed are required for City approval at no charge.

Samples must be delivered to the City Purchasing Office before the deadline for submittals.

General

- **Collection Name:** Textural Effects
- **Availability:** Typically Stocked, GSA Approved, Stocked in North America
- **Minimum Units:** No minimum
- **Warranty:** Lifetime Limited Carpet Tile Warranty, Lifetime Limited Duracolor Stain Warranty, Lifetime Static

Characteristics

- **Construction:** Tufted Textured Patterned Loop
- **Content:** Duracolor® Tricor Premium Nylon
- **Finish:** Eco Sentry Soil Protection
- **Backing:** Eco Flex NXT (Contains no plasticizers)
- **Carpet Fiber Type:** Type 6 Nylon
- **Yarn / Tuft Details:** 1/12 Gauge (47.00 rows per 10cm), 11.7 SPI (46.06 rows per 10cm)
- **Dye Method:** Solution Dyed

Technical

- **Format:** Modular
- **Size:** 12in x 36in (0.3048m x 0.9144m)
- **Carpet Pile Height:** 0.095in (2.41mm)
- **Pile / Face Weight:** 20 oz/sq yd (678 g/sq m)
- **Surface Pile Density:** 7578

Maintenance

- **Maintenance:** Refer to Manufacturer's Maintenance requirements and/or recommendations for details.

Application

- **Indoor & Outdoor:** Indoor
- **Applications:** Flooring
- **Durability:** Heavy Duty
- **Installation:** Glue Down or Flex Lok Adhesive Tabs. Refer to Manufacturer's Installation requirements and/or recommendations for details.

- **Installation Direction:** Basket Weave, Brick Ashlar, Half Lap, Herringbone, Monolithic, Monolithic Stepping, Plank Half Lap, Random

Performance

- **Flammability:** ASTM E648 Critical Radiant Flux - Class 1 (Glue Down); ASTM E662 Smoke Density - Less than 450
- **Lightfastness:** AATCC 16E - Rating 3-4 or better (after 169 AFU's)
- **Crocking:** AATCC 165 - Permanent Colorfastness (Wet or Dry)
- **Stain Resistance:** Permanent stain resistance built into fiber. Passes AATCC 175 and GSA Stain Release Requirement.
- **Emissions:** TVOC Range - 0.5mg/m³ or less
- **Electrostatic Propensity:** AATCC 134 - Under 3.5 kV
- **Performance:** Foot Traffic Recommendation TARR Rating - Heavy

Environmental

- **Environmental Benefits:** Contains an average of 50% pre-consumer recycled content. Product is low emitting and recyclable. Produced in an ISO 9001 and ISO 14001 facility.
- **Certificates & Standards:** CDPH / CHPS 01350 Compliant, CRI Green Label Plus Certified, Declare Label - Red List Free Status, Environmental Product Declaration (EPD), Global Green Tag Green Rate Level A and LCA Rate Silver Plus, Health Product Declaration (HPD) Living Product Challenge Certified, NSF/ANSI 140 Certified Gold, Recycled Content Validation by UL
- **LEED:** May contribute to LEED credits.

Section C: Furniture, Appliances Cubicle, Appliance Moving and Reinstallation

Move all furniture and appliances necessary to complete project and return them to their original places. Unless otherwise noted, all furniture and appliances are to be moved within the office area it resides. City will provide disconnect services for computers and phones. All areas will be clear of (non-furniture - books, plants, etc), by the City.

D. Submittals

Submit proposed schedule and methods and operations of demolition to the City for review prior to the start of work.

E. Job Conditions

- a) The City assumes no responsibility for the actual condition of site.
- b) Conditions existing at the time of inspection for bidding purposes will be maintained by the City insofar as practicable.
- c) Work hours shall be limited to between 7:00 a.m. and 5:00 p.m. Monday – Thursday; and 7:00 a.m. to 11:00 a.m. Friday. Any hours outside the time limits will be upon written request five (5) days prior to start of work. The contractor will be billed at \$47. per hour with a four-hour minimum.

F. Demolition Requirements

- a) Comply with the governing regulations pertaining to environmental protection (disposal).
- b) Contractor shall be responsible for controlling work area.
- c) Contractor shall field verify the work indicated prior to work. Report discrepancies or concerns immediately to City or City's representative.
- d) The demolition work specified herein shall be performed in a safe, satisfactory condition, with the safety and welfare of all people and property being of the highest priority.
- e) The Contractor shall haul off all debris and unsalvageable materials; and no debris or rubble which may pose a threat to public safety will be left on the site overnight. No such debris or material will be placed on a sidewalk or public right-of-way so that it poses a danger to any person.
- f) Conditions existing at the time of inspection for bidding purposes will be maintained by the City insofar as practicable.
- g) Ensure the safe passage of persons around the area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.

D. Required Bonds

The following bonds are required:

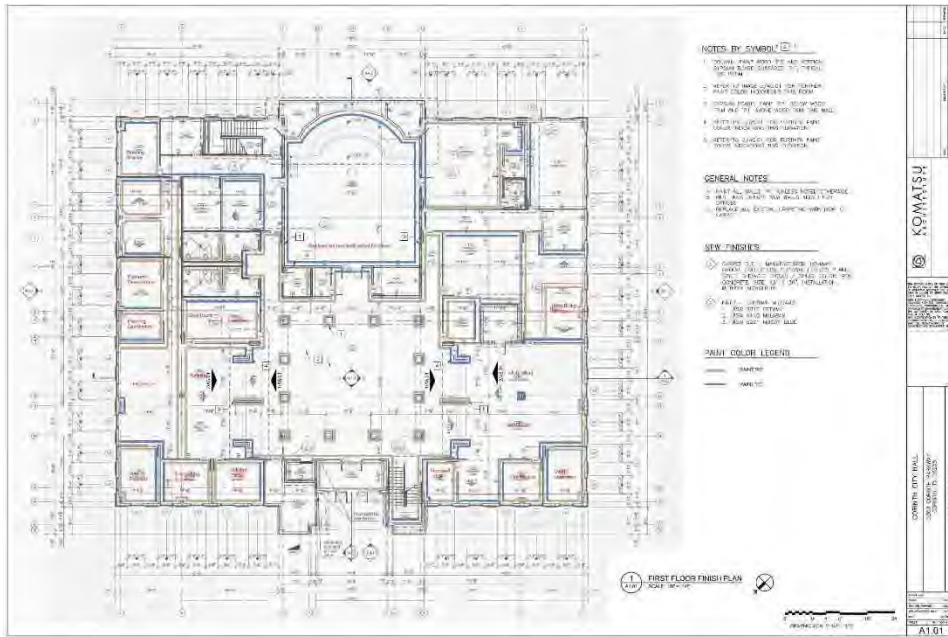
- a) Bid bond in the amount of five 5% percent of the amount of the maximum total bid as a guarantee that the Bidder will promptly enter into a Contract and executed Performance, Payment, and Maintenance Bonds on the forms included in the contract if awarded the contract - must be submitted with bid
- b) Payment Bond if the contract is \$50,000 or above – due prior to contract
- c) Performance Bond – due prior to contract execution
- d) Maintenance Bond – to be executed at final acceptance for two (2) years and 100% of final contract total

Bidders must submit a cashier's check, certified check, or acceptable bidder's bond with their proposal as a guarantee that the Bidder will enter into a contract for the project with the Owner within ten (10) days of Notice of Award of the contract. The security must be payable to City of Corinth in the amount of five (5%) percent of the maximum total bid submitted. Contractor must execute the contract, bonds and certificates of insurance on the forms provided in the Contract Documents.

Respondents who submit an electronic bid/proposal via Bonfire must upload a copy of the bid bond with their Submission. **The original bid bond document must be received in the Purchasing office within three (3) business days after the deadline for receipt of submittals. Original bid bond documents must be sent to City of Corinth, Attn: Purchasing Agent, 3300 Corinth Parkway, Corinth, TX 76208.** The City may disqualify submissions from Respondents who do not comply with this requirement.

Remaining bid bonds will not be returned unless requested by Bidder.

EXHIBIT A



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APPENDIX A

GENERAL INFORMATION INSURANCE REQUIREMENTS STANDARD TERMS & CONDITIONS

A. GENERAL INFORMATION

1. **Confidentiality:** All proposals, data, and information submitted to the City of Corinth are subject to public release under the Texas Public Information Act ("Act") unless exempt from release under the Act. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. Confidential information, as noted by the Respondent, will not be released unless ordered by a court or the Attorney General pursuant to the Act.
2. **Proposal Preparation Cost:** All costs associated with the preparation of the proposal will be borne by the respondent.
3. **Withdrawal of Proposal:** Proposals may be withdrawn prior to the closing time for RFQs, as long as the request is submitted in writing by an authorized representative. Thereafter, all proposals shall remain open and valid for a period of 150 days.
4. **Authorized Signature:** All proposal forms must be signed by persons who have the legal authority to bind the respondent to the proposed services.
5. **Conflicts:** To the extent any portion of this section conflicts with the Standard Terms and Conditions, the provisions of this section shall be controlling.
6. **Insurance**
 - A. It is highly recommended that Respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If a Respondent fails to comply strictly with the insurance requirements, that Respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful respondent shall have a duty to maintain throughout the course of this contract.
 - B. Respondent may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Respondents are strongly advised to make such requests prior to proposal opening, since the insurance requirements may not be modified or waived after proposal opening unless a written exception has been submitted with the bid.
 - C. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (10) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the proposal to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
 - D. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Corinth.

7. Insurance Requirements

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

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

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

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

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

1. General Liability and Automobile Liability Coverage:
 - a. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.

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

1.3 CONSTRUCTION SERVICES REQUIREMENTS

- A. **Definition:** Construction Services are defined as services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.
- B. **Minimum Limits of Insurance:**
 - 1. **Commercial General Liability:** \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 1.A.1.
 - 1. **Workers Compensation and Employer's Liability:** Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee
 - 3. **Automobile Liability:** \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.

- C. Additional Insurance Coverage:** The City may request the following additional insurance coverage for building and construction projects. If requested by the City, the vendor must provide certificate of insurance prior to authorization to perform services for the City.
1. Builder's Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. City shall be listed as Loss Payee.
 2. Umbrella Liability - \$1,000,000: Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverage.

STANDARD TERMS AND CONDITIONS

The terms and conditions shall apply to all goods or services procured by the City and shall be incorporated into and be a part of any bids/proposals 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.

Hard copy bids must include all required information and attachments; with required signatures; and must be submitted in a sealed envelope or package to the office of the Purchasing Agent, 3300 Corinth Parkway, Corinth, Texas 76208. **(Not applicable for this RFQ).**

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

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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:

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- 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.



APPENDIX B

SUBMITTAL FORMS

BID PROPOSAL FORM

The City reserves the right to award by line item, section, or by entire quotation; whichever is most advantageous to the City.

DESCRIPTION	UNIT COST	TOTAL BID AMOUNT
SECTION A - PAINTING		
Furnish and Paint as specified in Scope of Work	\$ _____/SQ FT	\$ _____
CALENDAR DAYS TO COMPLETE ARO (includes, materials lead time, demolition, startup, installation furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary _____ days		
SECTION B - CARPET		
Furnish and Install Carpet as specified in Scope of Work (approximately 22,000 square feet)	\$ _____/SQ FT	\$ _____
Furnish and Install Bound Carpet Coving as specified in Scope of Work (approximately 4,700 linear feet)	\$ _____/LIN FT	\$ _____
Additional 100 sq. ft. of additional carpet for City to keep in stock for repairs, replacement	\$ _____/SQ FT	\$ _____
TOTAL SECTION B CARPET		\$ _____
CALENDAR DAYS TO COMPLETE ARO (includes, materials lead time, demolition, startup, installation furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary _____ days		
SECTION C – FURNITURE/ APPLIANCES/CUBICLE/ MOVING		
Moving all furniture/appliance/cubicles necessary and return them to their original places as specified in Scope of Work	LS	\$ _____
CALENDAR DAYS TO COMPLETE ARO (includes furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary _____ days		
TOTAL BID AMOUNT ALL SECTIONS _____ Dollars and _____ Cents		\$ _____
PRICING BASED ON COOPERATIVE CONTRACT NAME AND NUMBER: _____		

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of Corinth's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of the State of Texas Procurement and Support Services HUB Program (TPASS). All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Procurement and Support Services
1711 San Jacinto
Austin, TX 78701
(512) 463-5872

If your company is already certified, attach a copy of your certification to this form and return with bid.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

Indicate all that apply:

- Minority-Owned Business Enterprise
- Women-Owned Business Enterprise
- Disadvantaged Business Enterprise

VENDOR REFERENCES

Please list three (3) Government references, **other than the City of Corinth**, who can verify the quality of service your company provides. The City prefers references from customers/governmental entities of a similar size and with a scope of work consistent with this bid.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

COPY OF SIGNED FORM MUST BE INCLUDED WITH YOUR PROPOSAL

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code.

Effective January 1, 2016 all contracts presented to City Council will require awarded vendors to electronically file Form 1295 "Certificate of Interested Parties" and submit a certificate of filing to the City, before the contract can be awarded. "Contract" includes new contracts, amendments, renewals, extensions, purchase orders, and cooperative purchases. The requirement will be included in every Bid, RFP, SOQ, and RFQ issued by the City and will be required to be completed as part of the submittal requirements.

Bidders/vendors must file the form electronically at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the City with their bid.

Bidders/vendors will need to create an account on the Texas Ethics Commission website. For assistance on how to register and how to complete Form 1295, you may view the short "Logging In the First Time – Business User" and "How To Create a Certificate" videos that are posted on the website noted above. In addition, there are several other links on the website posted above that may be helpful in understanding and completing Form 1295.

The City is required to notify the Texas Ethics Commission, in an electronic format prescribed by the commission, of receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

Bidders must also complete the Conflict of Interest Questionnaire (Form CIQ) included in this solicitation.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

_____ Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity _____
Date

CITY OF CORINTH RFQ #1153
PAINT AND CARPET REPLACEMENT CORINTH CITY HALL
CERTIFICATION FORM

Section H, Item 7.

In submitting this proposal, the respondent agrees and certifies to the following conditions:

1. The undersigned agrees that after the official opening this proposal becomes the property of the City of Corinth.
2. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.
3. The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be 120 calendar days unless a different period is noted by the respondent.
4. The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of the City of Corinth, and that the contents of this bid have not been communicated to any other respondent or to any employee of the City of Corinth prior to the official opening of this proposal.
5. The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council Member, official, or employee of the city of Corinth in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this proposal. The respondent agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this proposal or any ensuing contract that may follow.
6. The respondent hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
7. Respondent verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This requirement does not apply to sole proprietorships, companies with fewer than ten employees; or contracts that are less than \$100,000.00.
8. Respondent affirms that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization pursuant to Texas Government Code Chapter 2252, Subchapter F.
9. Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
10. Company 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, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
11. Respondent/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
12. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this proposal package.
13. The undersigned understands they are responsible for monitoring the Bonfire website at <https://cityofcorinth.bonfirehub.com/> to ensure they have downloaded and signed all addenda required for submission with their response.
14. The Contract is not valid until approved by Council, if applicable. When an award letter is issued, it becomes a part of this Contract.

If an addendum to this proposal is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 _____ Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Company Name: _____

Principal Place of Business Address, City, State, Zip: _____

Principal Place of Business Phone Number: _____ Fax Number: _____

AUTHORIZED REPRESENTATIVE:

Signature Date

Printed Name Title

Email Address Phone

**SERVICE CONTRACT
PAINT AND CARPET REPLACEMENT CORINTH CITY HALL**

This Contract, is made and entered into this ___ day of _____, 2022 by and between _____, a corporation/partnership organized under the laws of the State of Texas, (hereinafter called the “Contractor”) and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the “City”).

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

1. TERM

This Contract shall commence beginning on the ___ day of _____, 2022, and shall expire upon completion and acceptance of the project.

2. SCOPE OF SERVICES

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

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) The City’s Request for quotation RFQ #1153, including all documents incorporated by reference – Attachment A
- c) Vendor quotes with cooperative pricing and contract number, Form 1295 electronically filed and signed; - Attachment B
- d) Vendor Cooperative Contract Documentation with Coop Name & Contract Number __– Attachment C

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

3. PAYMENT

Invoices shall be mailed or emailed directly to:

City of Corinth
Accounts Payable
3300 Corinth Parkway
Corinth, Texas 76208
accountspayable@cityofcorinth.com

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

4. CHANGES

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

5. TERMINATION OF CONTRACT

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

6. COMPLETENESS OF CONTRACT

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

7. INDEMNITY AND INSURANCE

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

b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the 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:

Lee Ann Bunselmeyer
Interim City Manager
City of Corinth
3300 Corinth Parkway
Corinth, TX 76208

Contact Name
Title
Company Name
Address
City, State, Zip

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

10. MISCELLANEOUS

- (a) This Contract shall be governed by the laws of the State of Texas and any action relating to this Contract shall be filed in district court in Denton County, Texas.
- (b) Contractor is an independent contractor and not an employee of the City.
- (c) In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including those pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.
- (d) This Contract may be amended or supplemented only by the mutual written consent of the parties' authorized representatives.
- (e) No provision of this Contract may be waived unless in writing, and signed by both of the parties hereto. Waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of such provision nor shall a waiver of any one provision of this Contract be deemed to be a waiver of any other provision.
- (g) 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.
- (h) 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.
- (i) 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

CONTRACTOR NAME

Lee Ann Bunselmeyer, Interim City Manager

Name, **Owner**

ATTEST:

ATTEST:

Lana Wylie, City Secretary

By: _____
Title: _____

SAMPLE

BID BOND

STATE OF TEXAS)
)
COUNTY OF DENTON)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, whose address is _____, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the City of Corinth, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Owner," in the penal sum of \$_____ as the proper measure of liquidated damages arising out of or connected with the submission of a Bid Proposal for the construction of a public work project, in lawful money of the United States, to be paid in Denton County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

Carpet Removal/Replacement and Painting of City Hall RFQ#1153

NOW, THEREFORE, if the Principal's Proposal shall be rejected or, in the alternative, if the Principal's Proposal shall be accepted and the Principal shall execute and deliver a contract in the form of the Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish performance, payment and maintenance bonds required by the Contract Documents for the Project and provide proof of all required insurance coverages for the Project and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and affect; it being expressly understood and agreed that the liability of the Surety for any breach of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive Venue shall lie in Denton County, Texas.

AND PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Proposal; and said Surety does hereby waive notice of any such extension.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Denton County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in _____ copies, each one of which shall be deemed an original, this, the _____ day of _____, 2022.

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

ATTEST:

SURETY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

The Resident Agent of the Surety in Denton County, Texas, for delivery of notice and service of the process is:

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

NOTE: If Resident Agent is not a corporation, give a person's name.

PERFORMANCE BOND

STATE OF TEXAS)
)
COUNTY OF DENTON)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter called Principal, and

_____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **CITY OF CORINTH**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary", in the penal sum of _____ Dollars (\$_____) plus fifteen percent (15%) of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract in lawful money of the United States, to be paid in Denton County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the City of Corinth, the Beneficiary, dated on or about the _____ day of _____, A.D. 20____, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**RFQ #1153
PAINT AND CARPET REPLACEMENT CORINTH CITY HALL**

in the City of Corinth, Texas, as more particularly described and designated in the above-referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the Plans, Specifications and Contract Documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final completion and final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and save harmless the Beneficiary from and against all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive Venue shall lie in Denton County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Plans, Specifications and Drawings, etc., accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Denton County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in three copies, each one of which shall be deemed an original, this, the _____ day of _____, 20_____.

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

The Resident Agent of the Surety in Denton County, Texas, for delivery of notice and service of the process is:

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

NOTE: Date must not be prior to date of Contract. If Resident Agent is not a corporation, give a person's name.

PAYMENT BOND

STATE OF TEXAS)
)
COUNTY OF DENTON)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____,

hereinafter called Principal,
and _____, a corporation
organized and existing under the laws of the State of _____, and
fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto
the **CITY OF CORINTH**, a home-rule municipal corporation organized and existing under the laws
of the State of Texas, hereinafter called "Owner", and unto all persons, firms, and corporations who
may furnish materials for, or perform labor upon the building or improvements hereinafter referred
to in the penal sum of _____ DOLLARS
(\$_____) (one hundred percent (100%) of the total bid price) in lawful money of the
United States, to be paid in Denton County, Texas, for the payment of which sum well and truly to
be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and
severally, firmly by these presents. The penal sum of this Bond shall automatically be increased
by the amount of any Change Order or Supplemental Agreement, which increases the Contract
price, but in no event shall a Change Order or Supplemental Agreement, which reduces the
Contract price, decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into
a certain Contract with the City of Corinth, the Owner, dated on or about the _____ day of
_____, A.D. 20____, a copy of which is attached hereto and made a part
hereof, to furnish all materials, equipment, labor, supervision, and other accessories
necessary for the construction of:

**RFQ #1153
PAINT AND CARPET REPLACEMENT CORINTH CITY HALL**

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties and
make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying
labor and/or material in the prosecution of the Work provided for in the above-referenced Contract
and any and all duly authorized modifications of said Contract that may hereafter be made, notice
of which modification to the Surety is hereby expressly waived, then this obligation shall be void;
otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive venue
shall lie in Denton County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and
agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to
the Work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the
same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any
such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to
be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government
Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Denton County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in three copies, each one of which shall be deemed an original, this, the _____ day of _____, 20__.

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

The Resident Agent of the Surety in Denton County, Texas, for delivery of notice and service of the process is:

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

NOTE: Date must not be prior to date of Contract. If Resident Agent is not a corporation, give a person's name.

MAINTENANCE BOND

STATE OF TEXAS)
)
COUNTY OF DENTON)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter referred to as "Principal," and _____, a corporate surety/sureties organized under the laws of the State of _____ and fully licensed to transact business in the State of Texas, as Surety, hereinafter referred to as "Surety" (whether one or more), are held and firmly bound unto the **CITY OF CORINTH**, a Texas municipal corporation, hereinafter referred to as "Owner," in the penal sum of _____ DOLLARS (\$_____) (one hundred percent (100%) of the total bid price), in lawful money of the United States to be paid to Owner, its successors and assigns, for the payment of which sum well and truly to be made, we bind ourselves, our successors, heirs, executors, administrators and successors and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

WHEREAS, Principal entered into a certain written Contract with the City of Corinth, dated on or about the ____ day of _____, 20____, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**RFQ #1153
PAINT AND CARPET REPLACEMENT CORINTH CITY HALL**

in the City of Corinth, Texas, as more particularly described and designated in the above-referenced contract, such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

WHEREAS, in said Contract, the Principal binds itself to use first class materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the improvements by Owner the said improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of final acceptance of the Work by Owner, Principal binds itself to repair or reconstruct said improvements in whole or in part at any time within said period of time from the date of such notice as the City Manager or his designee shall determine to be necessary for the preservation of the public health, safety or welfare. If Principal does not repair or reconstruct the improvements within the time period designated, Owner shall be entitled to have said repairs made and charge Principal and/or Surety the cost of same under the terms of this Maintenance Bond.

NOW, THEREFORE, if Principal will maintain and keep in good repair the Work herein contracted to be done and performed for a period of two (2) years from the date of final acceptance and do and perform all necessary work and repair any defective condition (it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Principal) then this obligation shall be void; otherwise it shall remain in full force and effect and Owner shall have and recover from Principal and its Surety damages in the premises as provided in the Plans and Specifications and Contract.

PROVIDED, however, that Principal hereby holds harmless and indemnifies Owner from and against any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation.

PROVIDED, further, that if any legal action be filed on this Bond, exclusive venue shall lie in Denton County, Texas.

AND PROVIDED FURTHER, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Denton County to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, this instrument is executed in three copies, each one of which shall be deemed an original, on this the _____ day of _____, 20_____.

ATTEST:

PRINCIPAL:

By: _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

Company Name

By: _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

[Signatures continued on following page.]

CITY OF CORINTH RFQ #1153
PAINT AND CARPET REPLACEMENT CORINTH CITY HALL

BID BOND

STATE OF TEXAS)
)
COUNTY OF DENTON)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Native Consolidated Management LLC, dba Native Construction, whose address is 150 Sabine St. Suite 110, Houston, TX 77007, hereinafter called Principal, and Great American Insurance Company, a corporation organized and existing under the laws of the State of Ohio, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the City of Corinth, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Owner," in the penal sum of \$ ^{Five Percent of the Greatest} ~~Amount Bid~~ ^(5% G.A.B.) as the proper measure of liquidated damages arising out of or connected with the submission of a Bid Proposal for the construction of a public work project, in lawful money of the United States, to be paid in Denton County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

Carpet Removal/Replacement and Painting of City Hall RFQ#1153

NOW, THEREFORE, if the Principal's Proposal shall be rejected or, in the alternative, if the Principal's Proposal shall be accepted and the Principal shall execute and deliver a contract in the form of the Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish performance, payment and maintenance bonds required by the Contract Documents for the Project and provide proof of all required insurance coverages for the Project and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and affect; it being expressly understood and agreed that the liability of the Surety for any breach of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive Venue shall lie in Denton County, Texas.

AND PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Proposal; and said Surety does hereby waive notice of any such extension.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Denton County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

CITY OF CORINTH RFQ #1153
PAINT AND CARPET REPLACEMENT CORINTH CITY HALL

Section H, Item 7.

IN WITNESS WHEREOF, this instrument is executed in one (1) copies, each one of which shall be deemed an original, this, the 19th day of August, 2022.

ATTEST:

PRINCIPAL:

By: Brittany Otero
Signature
Brittany Otero
Typed/Printed Name
Administrative Assistant
Title
150 Sabine St., Suite 110
Address
Houston TX 77007
City State Zip
(832) 469-5579 N/A
Phone Fax

Native Consolidated Management LLC dba Native Construction
Company Name
By: [Signature]
Signature
John Lee
Typed/Printed Name
President
Title
150 Sabine St., Suite 110
Address
Houston TX 77007
City State Zip
(832) 469-5579 N/A
Phone Fax

ATTEST:

SURETY:

By: David T. Miclette
Signature
David T. Miclette
Printed Name
Witness
Title
301 E Fourth Street
Address
Cincinnati OH 45202
City State Zip
(513) 369-5000 (513) 369-5830
Phone Fax

Great American Insurance Company
By: [Signature]
Signature
Ashley Britt
Printed Name
Attorney-In-Fact
Title
301 E Fourth Street
Address
Cincinnati OH 45202
City State Zip
(513) 369-5000 (513) 369-5830
Phone Fax

The Resident Agent of the Surety in Denton County, Texas, for delivery of notice and service of the process is:

NAME: Consolidated Insurance Partners, an Acisure Partner
STREET ADDRESS: 124 Old Town Blvd North Ste 200
CITY, STATE, ZIP: Argyle, TX 76226

NOTE: If Resident Agent is not a corporation, give a person's name.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TWELVE

No. 0 21797

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
ALYSON CARMICHAEL	WILLIAM STRONG	ALL
LACEY HITCHCOCK	ASHLEY BRITT	\$100,000,000
DAVID T. MICLETTE	LAUREN O. MOUDY	
NIKOLE JEANNETTE	STACY OWENS	
ROBERT M OVERBEY, JR.	STACEY BOSLEY	
ROBERT C. DAVIS	WILL DUKE	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13TH day of MAY 2022



Handwritten signature of M. L. C. B.

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Handwritten signature of Mark Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 13TH day of MAY, 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A. KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Handwritten signature of Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERHAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 19th day of August, 2022



Handwritten signature of Stephen C. Berhaha

Assistant Secretary



**Great American Insurance Company of New York
Great American Alliance Insurance Company
Great American Insurance Company**

IMPORTANT NOTICE:

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9091
FAX: 1-512-490-1007

Your notice of claim against the attached bond may be given to the surety company that issued the bond by sending it by certified or registered mail to the following address:

Mailing Address: Great American Insurance Company
P.O. Box 2119
Cincinnati, Ohio 45202

Physical Address: Great American Insurance Company
301 E. Fourth Street
Cincinnati, Ohio 45202

You may also contact the Great American Insurance Company Claim office by:

Fax: 1-888-290-3706
Telephone: 1-513-369-5091
Email: BondClaims@GAIG.COM

PREMIUM OR CLAIM DISPUTES:

If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

SUBMITTAL EXCEPTION FORM

THIS PAGE MUST BE SIGNED AND INCLUDED WITH YOUR BID

Any exceptions to the RFQ (including the Instructions, Specifications/Scope of Services, Standard Terms and Conditions, and Insurance Requirements) must be listed below. Additional pages may be attached. If there are no exceptions, please sign where indicated at the bottom of this page.

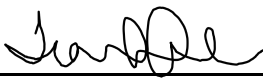
There are no further exceptions to the Instructions, Specifications, and Standard Terms and Conditions. I understand that the City may not accept additional exceptions after final submission of this bid.

Signature

Company

Date

No exceptions are taken to this solicitation.



Signature

Native Consolodated Management
dba Native Construction

Company

08/18/2022

Date

BID PROPOSAL FORM

The City reserves the right to award by line item, section, or by entire quotation; whichever is most advantageous to the City.

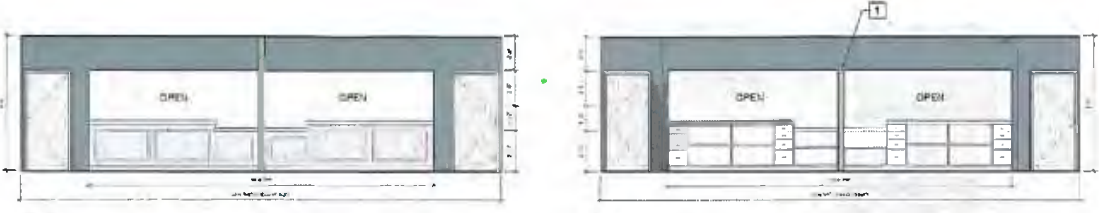
DESCRIPTION	UNIT COST	TOTAL BID AMOUNT
SECTION A - PAINTING		
Furnish and Paint as specified in Scope of Work	\$ _____/SQ FT	\$ _____
Alternate: Paint door jambs (98) single / 1 double – Charcoal	\$ _____/EA	\$ _____
CALENDAR DAYS TO COMPLETE ARO (includes, materials lead time, demolition, startup, installation furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary) _____ days		
SECTION B - CARPET		
Furnish and Install Carpet as specified in Scope of Work (approximately 22,000 square feet)	\$ _____/SQ FT	\$ _____
Furnish and Install Vinyl Coving as specified in Scope of Work (approximately 4,700 linear feet)	\$ _____/LIN FT	\$ _____
Additional 100 sq. ft. of additional carpet for City to keep in stock for repairs, replacement	\$ _____/SQ FT	\$ _____
TOTAL SECTION B CARPET		\$ _____
CALENDAR DAYS TO COMPLETE ARO (includes, materials lead time, demolition, startup, installation furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary) _____ days		
SECTION C – FURNITURE/ APPLIANCES/CUBICLE/ MOVING		
Moving all furniture/appliance/cubicles necessary and return them to their original places as specified in Scope of Work	LS	\$ _____
CALENDAR DAYS TO COMPLETE ARO (includes furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary) _____ days		
TOTAL BID AMOUNT ALL SECTIONS _____ Dollars and _____ Cents \$ _____		
PRICING BASED ON COOPERATIVE CONTRACT NAME AND NUMBER: _____		

BID PROPOSAL FORM

The City reserves the right to award by line item, section, or by entire quotation; whichever is most advantageous to the City.

DESCRIPTION	UNIT COST	TOTAL BID AMOUNT
SECTION A - PAINTING		
Furnish and Paint as specified in Scope of Work	\$ 1.20 /SQ FT	\$ 48,520.00
Alternate: Paint door jambs (98) single / 1 double – Charcoal	\$ 141 /EA	\$ 13,677.00
CALENDAR DAYS TO COMPLETE ARO (includes, materials lead time, demolition, startup, installation furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary) 28 days		
SECTION B - CARPET		
Furnish and Install Carpet as specified in Scope of Work (approximately 22,000 square feet)	\$ 5.98 /SQ FT	\$ 131,700.00
Furnish and Install Vinyl Coving as specified in Scope of Work (approximately 4,700 linear feet)	\$ 2.07 /LIN FT	\$ 9,720.00
Additional 100 sq. ft. of additional carpet for City to keep in stock for repairs, replacement	\$ 3.51 /SQ FT	\$ 351.00
TOTAL SECTION B CARPET		\$ 141,771.00
CALENDAR DAYS TO COMPLETE ARO (includes, materials lead time, demolition, startup, installation furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary) 14 days		
SECTION C – FURNITURE/ APPLIANCES/CUBICLE/ MOVING		
Moving all furniture/appliance/cubicles necessary and return them to their original places as specified in Scope of Work	LS	\$ 5,550.41
CALENDAR DAYS TO COMPLETE ARO (includes furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary) 8 days		
TOTAL BID AMOUNT ALL SECTIONS		
Two hundred nine thousand five hundred eighteen Dollars and forty one Cents		\$ 209,518.41
PRICING BASED ON COOPERATIVE CONTRACT NAME AND NUMBER:		
		BuyBoard 638-21

REVISED



1 CUSTOMER COUNTERS #107, 108, 139, 140
SCALE: 1/4"=1'-0"
A1.01 AS.01

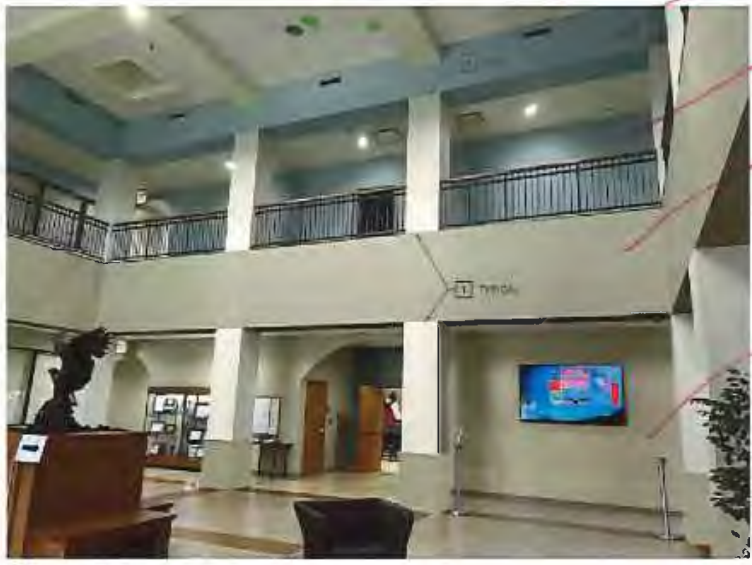
2 CUSTOMER COUNTERS #107, 108, 139, 140
SCALE: 1/4"=1'-0"
A1.01 AS.01



3 RECEPTION #206
SCALE: 1/4"=1'-0"
A1.02 AS.01



4 RECEPTION #206
SCALE: 1/4"=1'-0"
A1.02 AS.01



5 ATRIUM #101, 201
NOT TO SCALE
A1.01 AS.01

A1.01
A1.02
A2.01
A2.02

NOTES BY SYMBOL '
 1 LINE OF PAINT COLOR CHANGE

NEW FINISHES

- PART - SHERWIN WILLIAMS
- 1. #SW 7012 CREAMY
- 2. #SW 9110 MALABAR
- 3. #SW 6221 MOODY BLUE

PAINT COLOR LEGEND

- PAINT P1
- PAINT P2
- PAINT P3

grey

blue
blue

grey

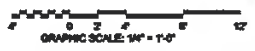
grey

NO.	DATE	BY	REVISIONS

KOMATSU
ARCHITECTURE

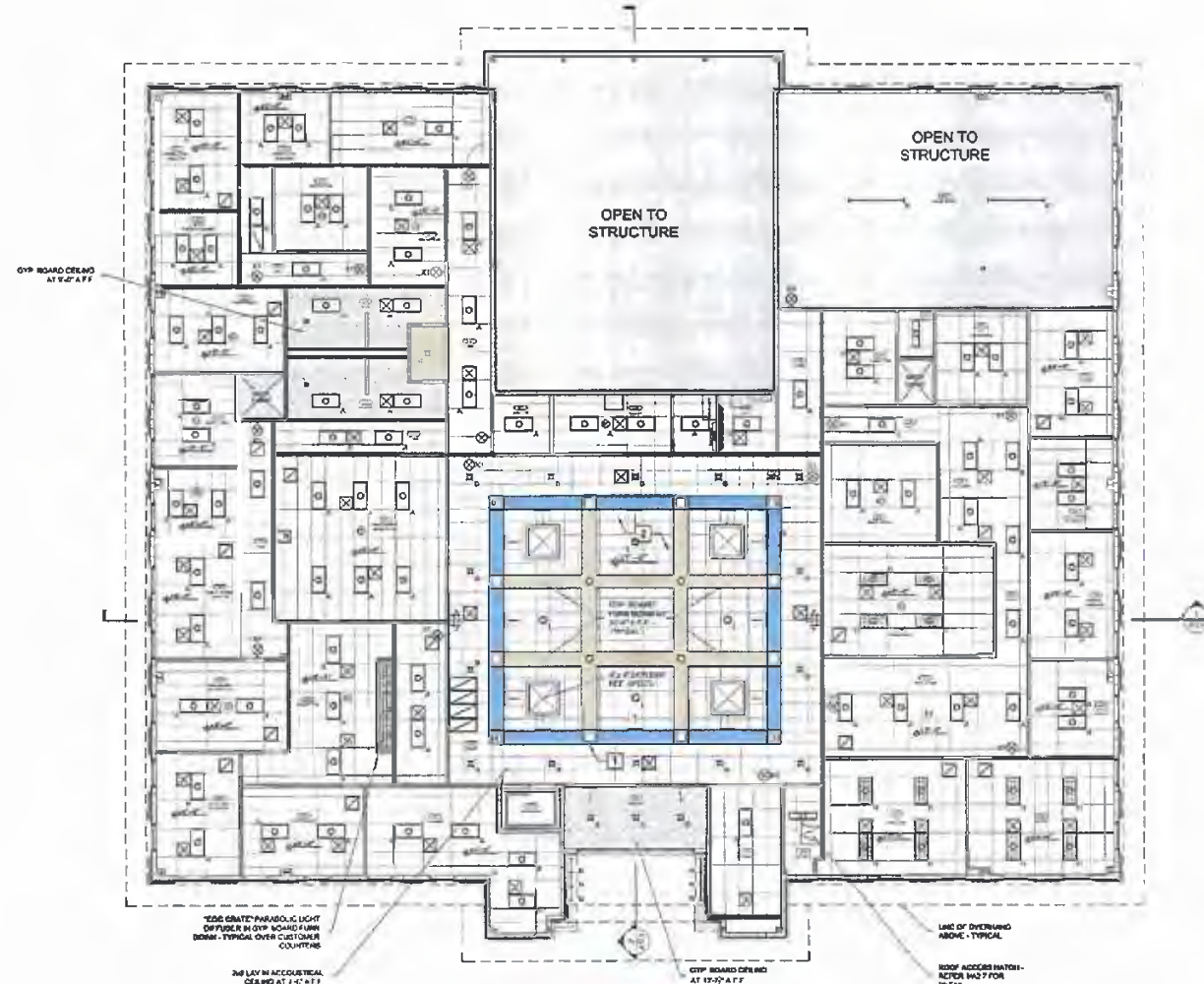
THE CLIENT HAS REVIEWED AND APPROVED THE DESIGN AND CONSTRUCTION DOCUMENTS FOR THIS PROJECT. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATORY APPROVALS. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION DOCUMENTS PROVIDED HEREIN. THE ARCHITECT DOES NOT WARRANT OR GUARANTEE THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED HEREIN. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY DELAYS OR OMISSIONS CAUSED BY THE CLIENT OR ANY OTHER PARTY. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION DOCUMENTS PROVIDED HEREIN.

CORINTH CITY HALL
3300 CORINTH PARKWAY
CORINTH, TX 76208
INTERIOR ELEVATIONS AND PERSPECTIVE IMAGE



SHEET NO.	A5.01
DATE	
PROJECT NO.	
SCALE	

REVISED



- NOTES BY SYMBOL**
- 1 COLUMN, PAINT VERTICAL GYPSUM BOARD SURFACES 'P1', TYPICAL THIS ROOM
 - 2 REFER TO IMAGE 5/AS.01 FOR FURTHER PAINT COLOR INDICATIONS THIS ROOM

GENERAL NOTES

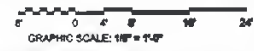
A. PAINT ALL GYPSUM BOARD CEILINGS 'P1' UNLESS NOTED OTHERWISE

- NEW FINISHES**
- ◆ PAINT - SHERWIN WILLIAMS
1. #SW 7012 CREAMY
 2. #SW 9110 MALABAR
 3. #SW 6221 MOODY BLUE

PAINT COLOR LEGEND

 PAINT P1 *gray*
 PAINT P2 *blue*

1 SECOND FLOOR REFLECTED CEILING FINISH PLAN
 A7.02 SCALE: 1/8" = 1'-0"



NO.	DATE	REVISIONS

KOMATSU



THE ABOVE LIST OF THE FINISHES IS FOR INFORMATION ONLY AND IS NOT TO BE USED AS A BASIS FOR BIDDING OR CONTRACTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE FINISHES AND MATERIALS TO BE USED IN THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

CORINTH CITY HALL
 3300 CORINTH PARKWAY
 CORINTH, TX 75006

SECOND FLOOR REFLECTED CEILING FINISH PLAN

DATE: 06/24/20
 SCALE: 1/8" = 1'-0"
A7.02

REVISED



NOTES BY SYMBOL

1. COLUMN, PAINT WOOD 'P2' AND VERTICAL GYPSUM BOARD SURFACES 'P1', TYPICAL THIS ROOM
2. REFER TO IMAGE 5/AS.01 FOR FURTHER PAINT COLOR INDICATIONS THIS ROOM
3. GYPSUM BOARD, PAINT 'P3' BELOW WOOD TRIM AND 'P1' ABOVE WOOD TRIM THIS WALL
4. REFER TO 1/AS.01 FOR FURTHER PAINT COLOR INDICATIONS THIS ELEVATION
5. REFER TO 2/AS.01 FOR FURTHER PAINT COLOR INDICATIONS THIS ELEVATION

GENERAL NOTES

- A. PAINT ALL WALLS 'P1' UNLESS NOTED OTHERWISE
- B. RED LINES DENOTE NEW WALLS ADDED FOR OFFICES
- C. REPLACE ALL EXISTING CARPETING WITH NEW 'C' CARPET

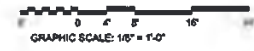
NEW FINISHES

- ◇ C CARPET TILE - MANUFACTURER: MOHAWK GROUP, COLLECTION: TEXTURAL EFFECTS PLANK, STYLE: THEMATIC THREAD / GT423, COLOR: 968 CONCRETE, SIZE: 12" X 36", INSTALLATION METHOD: MONOLITHIC
- ◇ P PAINT - SHERWIN WILLIAMS
 1. #SW 7012 CREAMY
 2. #SW 8110 MALABAR
 3. #SW 8221 MOODY BLUE

PAINT COLOR LEGEND



1 FIRST FLOOR FINISH PLAN
SCALE: 1/8" = 1'-0"



NO.	REVISIONS

KOMATSU

CORINTH CITY HALL
3300 CORINTH PARKWAY
CORINTH, TX 76208

PROJECT NO. A1.01
DATE: 08/14/2014
DRAWN BY: J. W. HARRIS
CHECKED BY: J. W. HARRIS
DATE: 08/14/2014
SCALE: 1/8" = 1'-0"

REVISED



NOTES BY SYMBOL

- 1 COLUMN, PAINT VERTICAL GYPSUM BOARD SURFACES 'P1', TYPICAL THIS ROOM
- 2 REFER TO IMAGE S/AS.01 FOR FURTHER PAINT COLOR INDICATIONS THIS ROOM
- 3 PAINT COLUMN 'P2'
- 4 REFER TO 3/AS.01 FOR FURTHER PAINT COLOR INDICATIONS THIS ELEVATION
- 5 REFER TO 4/AS.01 FOR FURTHER PAINT COLOR INDICATIONS THIS ELEVATION
- 6 DOOR HAS BEEN REPLACED WITH GYPSUM BOARD WALL

GENERAL NOTES

- A. PAINT ALL WALLS 'P1' UNLESS NOTED OTHERWISE
- B. RED LINES DENOTE NEW WALLS ADDED FOR OFFICES
- C. REPLACE ALL EXISTING CARPETING WITH NEW 'C' CARPET

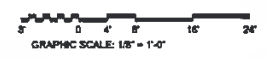
NEW FINISHES

- C** CARPET TILE - MANUFACTURER: MOHAWK GROUP, COLLECTION: TEXTURAL EFFECTS PLANK, STYLE: THEMATIC THREAD / GT423, COLOR: 968 CONCRETE, SIZE: 12" X 36", INSTALLATION METHOD: MONOLITHIC
- P** PAINT - SHERWIN WILLIAMS
 1. #SW 7012 CREAMY
 2. #SW 9110 MALABAR
 3. #SW 6221 MOODY BLUE

PAINT COLOR LEGEND



1 SECOND FLOOR FINISH PLAN
SCALE: 1/8" = 1'-0"



NO.	REVISIONS

KOMATSU

ARCHITECTS

3500 CORINTH PARKWAY
CORINTH, TX 76208

SECOND FLOOR FINISH PLAN

DATE: 08/20/23
DRAWN BY: J. HARRIS
CHECKED BY: J. HARRIS
SCALE: 1/8" = 1'-0"

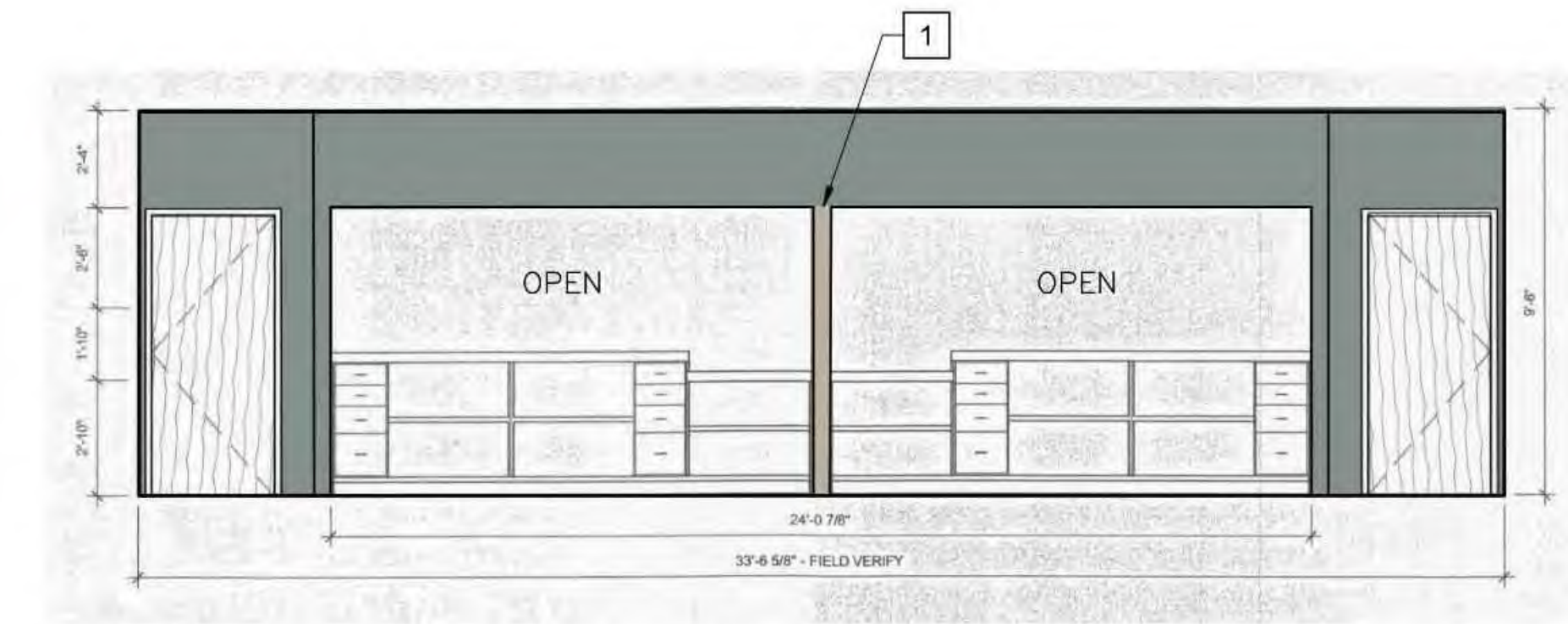
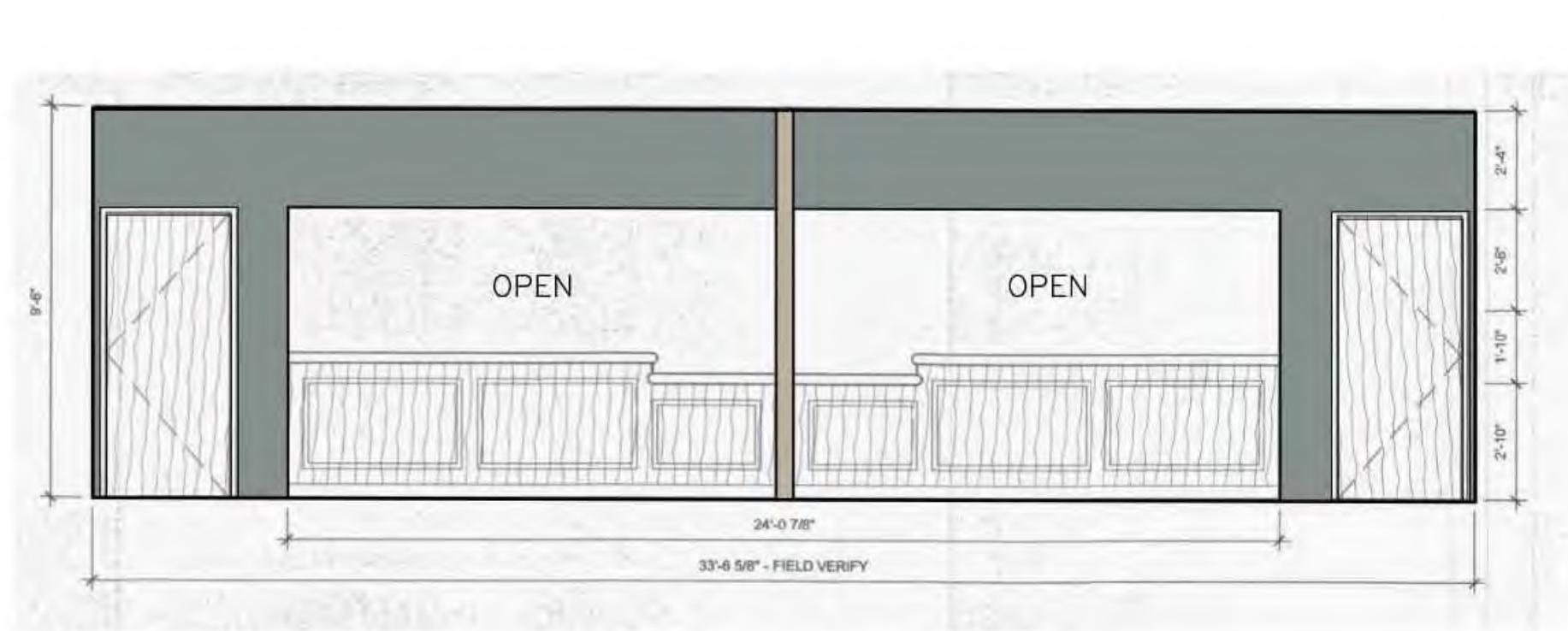
NO.	REVISIONS

A1.02

BID PROPOSAL FORM

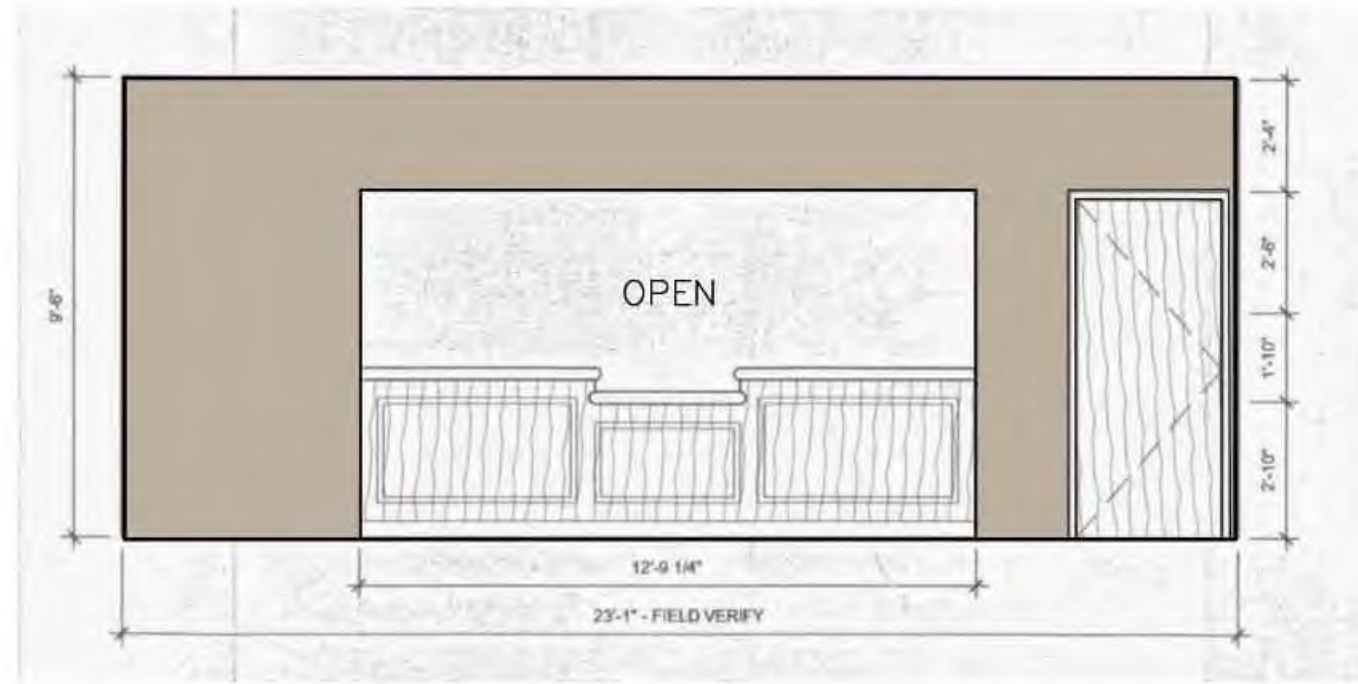
The City reserves the right to award by line item, section, or by entire quotation; whichever is most advantageous to the City.

DESCRIPTION	UNIT COST	TOTAL BID AMOUNT
SECTION A - PAINTING		
Furnish and Paint as specified in Scope of Work	\$ <u>1.20</u> /SQ FT	\$ <u>51,985</u>
CALENDAR DAYS TO COMPLETE ARO (includes, materials lead time, demolition, startup, installation furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary <u>21</u> days		
SECTION B - CARPET		
Furnish and Install Carpet as specified in Scope of Work (approximately 22,000 square feet)	\$ <u>5.98</u> /SQ FT	\$ <u>130,785.00</u>
Furnish and Install Bound Carpet Coving as specified in Scope of Work (approximately 4,700 linear feet)	\$ <u>2.07</u> /LIN FT	\$ <u>9,720.00</u>
Additional 100 sq. ft. of additional carpet for City to keep in stock for repairs, replacement	\$ <u>3.51</u> /SQ FT	\$ <u>351.00</u>
TOTAL SECTION B CARPET		\$ <u>140,856.00</u>
CALENDAR DAYS TO COMPLETE ARO (includes, materials lead time, demolition, startup, installation furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary <u>60</u> days <i>Submittals 3 days, lead time 42 days install 15 days Mowahk confirmed lead time on specified carpet to be six weeks as of 8/18/20</i>		
SECTION C – FURNITURE/ APPLIANCES/CUBICLE/ MOVING		
Moving all furniture/appliance/cubicles necessary and return them to their original places as specified in Scope of Work	LS	\$ <u>6000.00</u>
CALENDAR DAYS TO COMPLETE ARO (includes furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary <u>8</u> days		
TOTAL BID AMOUNT ALL SECTIONS One hundred ninety five thousand eight hundred and forty one Dollars and <u>forty one</u> Cents	\$ <u>198,841.00</u>	
PRICING BASED ON COOPERATIVE CONTRACT NAME AND NUMBER:	Buyboard 638-21 or TIPS 200201 Pricing same with either contract.	



1 CUSTOMER COUNTERS #107, 108, 139, 140
SCALE: 1/4"=1'-0"
A1.01 A5.01

2 CUSTOMER COUNTERS #107, 108, 139, 140
SCALE: 1/4"=1'-0"
A1.01 A5.01



3 RECEPTION #206
SCALE: 1/4"=1'-0"
A1.02 A5.01

4 RECEPTION #206
SCALE: 1/4"=1'-0"
A1.02 A5.01

NOTES BY SYMBOL '0'

1. LINE OF PAINT COLOR CHANGE

NEW FINISHES

- P** PAINT - SHERWIN WILLIAMS
- 1. #SW 7012 CREAMY
- 2. #SW 9110 MALABAR
- 3. #SW 6221 MOODY BLUE

PAINT COLOR LEGEND

- PAINT 'P1'
- PAINT 'P2'
- PAINT 'P3'

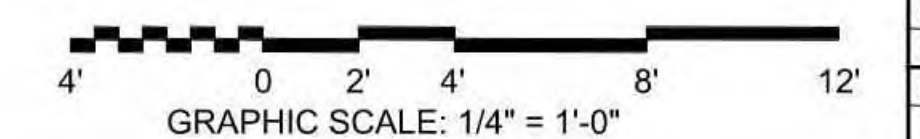
KOMATSU
ARCHITECTURE

THE RECORD COPY OF THIS DRAWING IS ON FILE AT THE OFFICES OF KOMATSU ARCHITECTURE, INC. 3880 S. HULEN ST SUITE 300, FORT WORTH, TX. THIS ELECTRONIC DOCUMENT IS RELEASED FOR THE PURPOSES OF REFERENCE, COORDINATION AND/OR FACILITY MANAGEMENT UNDER THE AUTHORITY OF KARL KOMATSU REG. # 6843 ON ANY MODIFICATION(S) TO THIS DRAWING SHALL BE IN COMPLIANCE WITH THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS' RULES, SEAL.

Addendum Received 08/19/22



5 ATRIUM #101, 201
NOT TO SCALE
A1.01 A5.01
A1.02
A7.01
A7.02



CORINTH CITY HALL 3300 CORINTH PARKWAY CORINTH, TX 76208	
INTERIOR ELEVATIONS AND PERSPECTIVE IMAGE	
SHEET SIZE	D
SCALE	1/4"=1'-0"
KAI JOB NUMBER	2022.107
SPECIFICATIONS NO.	SPEC #
DATE	06/06/22
SHEET	1 OF 1 SEQ #

VENDOR REFERENCES

Please list three (3) Government references, **other than the City of Corinth**, who can verify the quality of service your company provides. The City prefers references from customers/governmental entities of a similar size and with a scope of work consistent with this bid.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: Town of Addison General Services
LOCATION: Addison, Texas
CONTACT PERSON AND TITLE: Rob Bourestom, Director of General Services
TELEPHONE NUMBER: 214-325-5760
SCOPE OF WORK: Paint, Sheetrock, Flooring, Millwork
CONTRACT PERIOD: Recurring client since 2020 up to and including present work

REFERENCE TWO

GOVERNMENT/COMPANY NAME: City of Bellaire
LOCATION: Bellaire, TX
CONTACT PERSON AND TITLE: Brandon Thigpin - Facilities Superintendent - Parks, Recreation and Facilities
TELEPHONE NUMBER: 979-777-4876
SCOPE OF WORK: Painting, Flooring, Demo, Millwork
CONTRACT PERIOD: Recurring client since 2020

REFERENCE THREE

GOVERNMENT/COMPANY NAME: Collin County
LOCATION: McKinney, TX
CONTACT PERSON AND TITLE: Tim Dooley, Facilities Management
TELEPHONE NUMBER: 214-686-7144
SCOPE OF WORK: Restroom remodelling and millwork
CONTRACT PERIOD: 2021

CERTIFICATE OF INTERESTED PARTIES

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Native Consolidated Management LLC dba Native Construction
 Houston, TX United States

Certificate Number:
 2022-924005

Date Filed:
 08/18/2022

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:
 10/04/2022

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.
 1153
 PAINT AND CARPET REPLACEMENT CORINTH CITY HALL

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

Section H, Item 7.

FC

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-924005

Date Filed:
08/18/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Native Consolidated Management LLC dba Native Construction
Houston, 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.
1153
PAINT AND CARPET REPLACEMENT CORINTH CITY HALL

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 Trevor Hopkins, and my date of birth is 09/09/1985.

My address is 108 Meadowbrook Cir, Denton, TX, 76209, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Denton County, State of Texas, on the 18th day of August, 20 22.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of vendor who has a business relationship with local governmental entity.
Native Consolidated Management LLC

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?
 Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?
 Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

John Lee
Signature of vendor doing business with the governmental entity

8/18/22
Date

CITY OF CORINTH RFQ #1153
PAINT AND CARPET REPLACEMENT CORINTH CITY HALL
CERTIFICATION FORM

Section H, Item 7.

In submitting this proposal, the respondent agrees and certifies to the following conditions:

1. The undersigned agrees that after the official opening this proposal becomes the property of the City of Corinth.
2. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.
3. The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be 120 calendar days unless a different period is noted by the respondent.
4. The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of the City of Corinth, and that the contents of this bid have not been communicated to any other respondent or to any employee of the City of Corinth prior to the official opening of this proposal.
5. The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council Member, official, or employee of the city of Corinth in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this proposal. The respondent agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this proposal or any ensuing contract that may follow.
6. The respondent hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
7. Respondent verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This requirement does not apply to sole proprietorships, companies with fewer than ten employees; or contracts that are less than \$100,000.00.
8. Respondent affirms that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization pursuant to Texas Government Code Chapter 2252, Subchapter F.
9. Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
10. Company 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, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
11. Respondent/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
12. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this proposal package.
13. The undersigned understands they are responsible for monitoring the Bonfire website at <https://cityofcorinth.bonfirehub.com/> to ensure they have downloaded and signed all addenda required for submission with their response.
14. The Contract is not valid until approved by Council, if applicable. When an award letter is issued, it becomes a part of this Contract.

If an addendum to this proposal is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 X Add. No. 2 Add. No. 3 Add. No. 4 Add. No. 5

Company Name: Native Consolidated Management LLC dba Native Construction

Principal Place of Business Address, City, State, Zip: 150 Sabine St #142 Houston, TX 77007

Principal Place of Business Phone Number: 832-469-5579 Fax Number: NA

AUTHORIZED REPRESENTATIVE:

<u>John Lee</u>	8/18/22
Signature	Date
<u>John Lee</u>	President
Printed Name	Title
<u>john.lee@native-construction.com</u>	832-469-5579
Email Address	Phone

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of Corinth's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of the State of Texas Procurement and Support Services HUB Program (TPASS). All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Procurement and Support Services
1711 San Jacinto
Austin, TX 78701
(512) 463-5872

If your company is already certified, attach a copy of your certification to this form and return with bid.

COMPANY NAME: Native Consolidated Management LLC dba Native Construction

REPRESENTATIVE: John Lee - President

ADDRESS: 150 Sabine St #142

CITY, STATE, ZIP: Houston, TX 77007

TELEPHONE NO. 832-469-5579 FAX NO. NA

Indicate all that apply:

- Minority-Owned Business Enterprise
- Women-Owned Business Enterprise
- Disadvantaged Business Enterprise



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the City of Houston (COH), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. Provided that your company continues to remain certified with the COH, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the COH in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the COH and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the COH, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) that will provide you with addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free In Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1833032565700**
File/Vendor Number: **524196**
Approval Date: **22-JUN-2020**
Scheduled Expiration Date: **30-JUN-2023**

In accordance with the Memorandum of Agreement between the
City of Houston (COH)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

NATIVE CONSOLIDATED MANAGEMENT LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 02-JUL-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COH's program, you must immediately (within 30 days of such changes) notify the COH's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COH's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



Sylvester Turner,
Mayor

CITY OF HOUSTON

Office of Business Opportunity



Section H, Item 7.

Native Consolidated Management LLC

is duly certified as a

Minority Business Enterprise (MBE)

Certified Categories:

Certification Number: 20-06-14552

- NAICS 238130: FRAMING CONTRACTORS
- NAICS 238310: DRYWALL CONTRACTORS
- NAICS 238320: PAINTING AND WALL COVERING CONTRACTORS
- NAICS 238330: FLOORING CONTRACTORS
- NAICS 238910: DEMOLITION CONTRACTOR

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDBE, ACDBE and DBE firms via the following weblink: <https://houston.mwdb.com/?TN=houston>.



Sylvester Turner,
Mayor

CITY OF HOUSTON

Office of Business Opportunity



Section H, Item 7.

Native Consolidated Management LLC

is duly certified as a

Small Business Enterprise (SBE)

Certified Categories:

Certification Number: 20-06-14552S

- NAICS 238130: FRAMING CONTRACTORS
- NAICS 238310: DRYWALL CONTRACTORS
- NAICS 238320: PAINTING AND WALL COVERING CONTRACTORS
- NAICS 238330: FLOORING CONTRACTORS
- NAICS 238910: DEMOLITION CONTRACTOR

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDBE, ACDBE and DBE firms via the following weblink: <https://houston.mwdb.com/?TN=houston>.



Marsha E. Murray
Director
P.O. Box 1562
Houston, Texas 77251-1562
T. 832.393.0600
F. 832.393.0645
www.houstontx.gov

April 30, 2021

John Edward Lee
Native Consolidated Management LLC
150 Sabine St. #341
Houston, TX 77007

Certification # 20-06-14552

Dear John Edward Lee:

CONGRATULATIONS! Your application for certification as a City of Houston **Disadvantaged Business Enterprise (DBE)** is approved. The approval is contingent upon your firm maintaining certification eligibility and cooperation with the annual update process on each anniversary date.

We have certified **Native Consolidated Management LLC**, only for **Painting, Framing, Drywall, Flooring, Landscaping, and Demolition Services** **NOTE: For Construction Contracts Only. The MBE certification for this firm cannot be used to fulfill MBE goals on new construction contracts. If this firm also has an SBE certification, their SBE certification may be used to fulfill MBE goals up to the stated limitation imposed by the City of Houston..** You are being listed in the Directory of certified M/W/S/DBE, in the following Directory Capability listing:

- NAICS 238130: FRAMING CONTRACTORS**
- NAICS 238310: DRYWALL CONTRACTORS**
- NAICS 238320: PAINTING AND WALL COVERING CONTRACTORS**
- NAICS 238330: FLOORING CONTRACTORS**
- NAICS 238910: DEMOLITION CONTRACTOR**

The certification covers only the company, that is listed in this letter and, not any other company with which you may be associated, and only for those specific functions mentioned herein.

Now that you are certified, the adventure begins. You will also receive emails on upcoming contracting opportunities, networking events, and free training. Check our website at www.houstontx.gov/obo/index.html for valuable resource information.

Here is important information that you need to know:

Each year, one month prior to the anniversary date of your certification, you will receive instructions on how to complete the Annual Update Form and Affidavit. This form must be completed and returned along with a signed copy your Business Income Tax (Form 1120, 1065 or 1040 All Schedules including Schedule C). Please note that for Tax Returns not yet filed under an extension of time to file, a copy of the extension will suffice. If you do not complete and return the above items, your certification may be revoked.

Also, failure to report company changes to us such as (ownership changes, address, phone number, business structure changes, etc.), or any subsequently discovered material misrepresentation in the certification application or in the execution of a contract, will be reason for revocation of certification for up to a five-year period.

It is your responsibility to periodically monitor the online M/W/S/DBE Directory at <https://houston.mwdbe.com/VendorSearch.asp> to ensure the accuracy of your contact information and profile. Attached is a copy of your firm's certification profile. If there are any changes to your firm's contact information (name, address, phone, fax, email), please contact our office immediately at (832) 393-0600 so that the appropriate adjustments can be made.

CERTIFICATE OF INTERESTED PARTIES

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-924005

Date Filed:
08/18/2022

Date Acknowledged:
10/04/2022

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

Native Consolidated Management LLC dba Native Construction
Houston, 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.

1153
PAINT AND CARPET REPLACEMENT CORINTH CITY HALL

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



January 25, 2022

Sent via email to: admin@native-construction.com

John Lee
Native Construction
5718 Westheimer Rd Ste #1000
Houston TX 77057

Re: Trade Services
BuyBoard Contract 638-21

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Trade Services, Contract 638-21 effective March 1, 2021, through February 28, 2022, with two possible one-year renewals. At this time, the BuyBoard is renewing your contract through February 28, 2023.

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 lisa.maraden@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.

If you have questions or comments concerning this renewal, please contact me as soon as possible at lisa.maraden@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

A handwritten signature in black ink that reads "Lisa Maraden".

Lisa Maraden
Contract Administrator

1st renewal v.02.13.2020

February 3, 2021

Sent Via Email: admin@native-construction.com

John Lee
Native Construction
150 Sabine Street #341
Houston, TX 77007

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 638-21, Trade Services

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

To review the items your company has been awarded, please review Proposal Tabulation No. 638-21 at: 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.

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

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

Sincerely,



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

February 3, 2021

Sent Via Email: admin@native-construction.com

John Lee
Native Construction
150 Sabine Street #341
Houston, TX 77007

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 638-21, Trade Services

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

To review the items your company has been awarded, please review Proposal Tabulation No. 638-21 at 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

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

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

Sincerely,



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

v.02.01.2021



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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Trade Services

Proposal Due Date/Opening Date and Time:
October 15, 2020 at 4:00 PM

Proposal Number: 638-21

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

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

Anticipated Cooperative Board Meeting Date:
January 2021

Native Construction

Name of Proposing Company

10/10/2020

Date

150 Sabine St #341

Street Address

Signature of Authorized Company Official

Houston, TX 77007

City, State, Zip

John Lee

Printed Name of Authorized Company Official

832-469-5579

Telephone Number of Authorized Company Official

President

Position or Title of Authorized Company Official

NA

Fax Number of Authorized Company Official

83-3032564

Federal ID Number

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

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



VENDOR CONTACT INFORMATION

Name of Company: Native Construction

Vendor Proposal/Contract Contact Name: Native Consolidated Management LLC dba Native Construction

Vendor Proposal/Contract Contact E-mail Address: admin@native-construction.com

Vendor Contact Mailing Address for Proposal/Contract Notices: admin@native-construction.com

Company Website: www.native-construction.com

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

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

- I will use the internet to receive purchase orders at the following address:
 Purchase Order E-mail Address: _____
 Purchase Order Contact: _____ Phone: _____
 Alternate Purchase Order E-mail Address: _____
 Alternate Purchase Order Contact: _____ Phone: _____

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

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

RFQ E-mail Address: john.lee@native-construction.com

RFQ Contact: John Lee Phone: 832-469-5579

Alternate RFQ E-mail Address: admin@native-construction.com

Alternate RFQ Contact: Desiree Frazier Phone: 832-544-1565



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

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

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

Invoice Mailing address: 150 Sabine St #341 Department: -

City: Houston State: TX Zip Code: 77007

Contact Name: John Lee Phone: _____

Invoice Fax: - Invoice E-mail Address: admin@native-construction.com

Alternative Invoice E-mail Address: john.lee@native-construction.com

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

Billing agent Mailing address: _____ Department: _____

City: _____ State: _____ Zip Code: _____

Billing Agent Contact Name: _____ Phone: _____

Billing Agent Fax: _____ Billing Agent E-mail Address: _____

Alternative Billing Agent E-mail Address: _____

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

FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

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

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

Please check (✓) one of the following:

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

Name of Felon(s): _____

Details of Conviction(s): _____

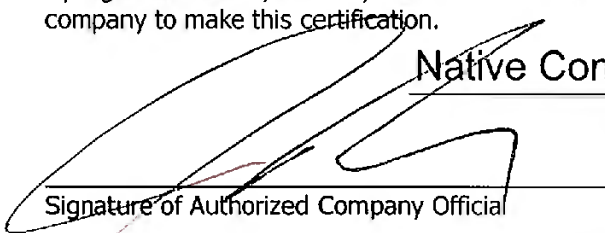
By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Native Construction

Company Name

John Lee

Printed Name


Signature of Authorized Company Official

DEBARMENT CERTIFICATION

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

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

Native Construction

Company Name

John Lee

Printed Name


Signature of Authorized Company Official

RESIDENT/NONRESIDENT CERTIFICATION

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

Please check (✓) one of the following:

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

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

<u>Native Construction</u>	<u>150 Sabine St #341</u>	
Company Name	Address	
<u>Houston</u>	<u>TX</u>	<u>77007</u>
City	State	Zip Code

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

VENDOR EMPLOYMENT CERTIFICATION

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

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

Please check (✓) one of the following:

- Yes No

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

Native Construction

Company Name

[Signature]
Signature of Authorized Company Official

John Lee

Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

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

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


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

Native Construction

Company Name

John Lee

Printed Name


Signature of Authorized Company Official

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

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

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

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

Native Construction

Company Name

John Lee

Printed Name


Signature of Authorized Company Official



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

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

Please check (✓) all that apply:

I certify that my company has been certified as a HUB in the following categories:

- Minority Owned Business**
- Women Owned Business**
- Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

20-06-14552

Name of Certifying Agency:

City of Houston - MBE

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

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

Company Name

Printed Name

Signature of Authorized Company Official



Marsha Murray
Director
P.O. Box 1562
Houston, Texas 77251-1562
T. 832.393.0600
F. 832.393.0645
www.houstontx.gov

June 22, 2020

John Lee
Native Consolidated Management LLC
150 Sabine St. #341
Houston, TX 77007

Certification # 20-06-14552

Dear JohnLee:

CONGRATULATIONS! Your application for certification as a City of Houston Minority Business Enterprise (MBE) is approved for a three-year period thru June 30, 2023. The approval is contingent upon your firm maintaining certification eligibility throughout the three year period. Your firm will be required to complete a three year cycle review form to be considered for certification eligibility beyond the three year period. We will provide you with notification to submit the three year cycle review form prior to your firm's three year expiration date.

We have certified **Native Consolidated Management LLC**, only for **Painting, Framing, Drywall, Flooring, Landscaping, and Demolition Services** **NOTE: For Construction Contracts Only. The MBE certification for this firm cannot be used to fulfill MBE goals on new construction contracts. If this firm also has an SBE certification, their SBE certification may be used to fulfill MBE goals up to the stated limitation imposed by the City of Houston..** You are being listed in the Directory of certified M/W/S/DBE, in the following Directory Capability listing:

NAICS 238130: FRAMING CONTRACTORS
NAICS 238310: DRYWALL CONTRACTORS
NAICS 238320: PAINTING AND WALL COVERING CONTRACTORS
NAICS 238330: FLOORING CONTRACTORS
NAICS 238910: DEMOLITION CONTRACTOR

The certification covers only the company, that is listed in this letter and not any other company with which you may be associated, and only for those specific functions mentioned herein.

Now that you are certified, the adventure begins. You will also receive emails on upcoming contracting opportunities, networking events, and free training. Check our website at www.houstontx.gov/obo/index.html for valuable resource information.

Here is important information that you need to know:

Two months prior to the expiration date of your certification, you will receive instructions on how to complete the Three year cycle Update Form and Affidavit. This form must be completed and returned along with signed copies of your Business Income Tax (Form 1120, 1065 or 1040 All Schedules including Schedule C) for the past three years. Please note that for Tax Returns not yet filed under an extension of time to file, a copy of the extension will suffice. If you do not complete and return the above items, your certification may be revoked.



Sylvester Turner,
Mayor

CITY OF HOUSTON

Office of Business Opportunity



Section H, Item 7.

Native Consolidated Management LLC

is duly certified as a

Minority Business Enterprise (MBE)

Certified Categories:

Certification Number: 20-06-14552

- NAICS 238130: FRAMING CONTRACTORS
- NAICS 238310: DRYWALL CONTRACTORS
- NAICS 238320: PAINTING AND WALL COVERING CONTRACTORS
- NAICS 238330: FLOORING CONTRACTORS
- NAICS 238910: DEMOLITION CONTRACTOR

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDBE, ACDBE and DBE firms via the following weblink: <https://houston.mwdbec.com/?TN=houston>.



Sylvester Turner,
Mayor

CITY OF HOUSTON

Office of Business Opportunity



Section H, Item 7.

Native Consolidated Management LLC

is duly certified as a

Small Business Enterprise (SBE)

Certified Categories:

Certification Number: 20-06-14552S

- NAICS 238130: FRAMING CONTRACTORS
- NAICS 238310: DRYWALL CONTRACTORS
- NAICS 238320: PAINTING AND WALL COVERING CONTRACTORS
- NAICS 238330: FLOORING CONTRACTORS
- NAICS 238910: DEMOLITION CONTRACTOR

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDBE, ACDBE and DBE firms via the following weblink: <https://houston.mwdbec.com/?TN=houston>.



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the City of Houston (COH), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to remain certified with the COH, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the COH in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the COH and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the COH, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) that will provide you with addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free In Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1833032565700
File/Vendor Number:	524196
Approval Date:	22-JUN-2020
Scheduled Expiration Date:	30-JUN-2023

In accordance with the Memorandum of Agreement between the
City of Houston (COH)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

NATIVE CONSOLIDATED MANAGEMENT LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 02-JUL-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COH's program, you must immediately (within 30 days of such changes) notify the COH's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COH's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

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

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

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

Native Construction

Company Name


Signature of Authorized Company Official

John Lee

Printed Name

10/10/2020

Date

DEVIATION AND COMPLIANCE

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

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

Please check (✓) one of the following:

- No;** Deviations
 Yes; Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

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

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

3. Number of Days for Delivery: _____ ARO

4. Vendor Reference/Quote Number: _____

5. State your return policy: 1 year warranty

6. Are electronic payments acceptable? Yes No

7. Are credit card payments acceptable? Yes No

Native Construction

Company Name

Signature of Authorized Company Official

John Lee

Printed Name

LOCATION/AUTHORIZED SELLER LISTINGS

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

Company Name

Address

City

State

Zip

Phone Number

Number

Contact Person

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person



MANUFACTURER DEALER DESIGNATION

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

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

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

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

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

Designated Dealer Name

Designated Dealer Address

City

State

Zip

Phone Number

Number

Email address

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

Designated Dealer Contact Person

Your Company Name

Signature of Authorized Company Official

TEXAS REGIONAL SERVICE DESIGNATION

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

Regional Education Service Centers



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

Region and Headquarters

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

Native Construction

Company Name

Signature of Authorized Company Official

John Lee

Printed Name

- I will not service members of the Texas Cooperative.



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

Construction Services



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STATE SERVICE DESIGNATION

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

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

Please check (✓) all that apply:

I will service all states in the United States.

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

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



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

Native Construction

Company Name

John Lee

Printed Name

Signature of Authorized Company Official

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

N/A



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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

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

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

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



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

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

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

Native Construction

Name of Vendor

638-21

Proposal Invitation Number

John Lee

Signature of Authorized Company Official

Printed Name of Authorized Company Official

10/10/2020

Date



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FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

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

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 1MM. (The period of the 12 month period is 12 / 19). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

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

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

CURRENT BUYBOARD VENDORS

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

Current Discount (%): 0

Proposed Discount (%): 0

Explanation: _____



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

Native Construction

Company Name

John Lee

Printed Name

Signature of Authorized Company Official

A handwritten signature in red ink is written over a horizontal line. The signature is stylized and appears to be the name "John Lee".



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GOVERNMENTAL REFERENCES

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

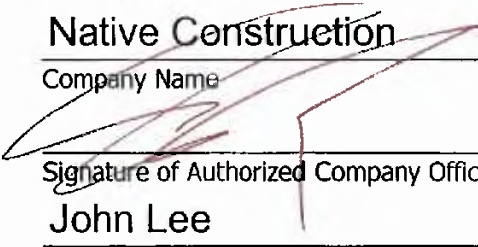
Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. City of Bellaire - Brandon Thigpin - bthigpin@bellairetx.gov		979.777.4876			
2. Texas Women's University - Steve Adcock - sadcock@twu.edu		940.465.4086			
3. San Antonio ISD - Sylvia Pena - spena4@saisd.net		281.389.1561			
4. City of San Antonio - Mack McKenzie - mack.mckenzie@sanantonio.gov		210.488.2033			
5. Harris County - Armando Galarza - A.Galarza@gordian.com		713.582.4404			

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

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

Native Construction

Company Name



Signature of Authorized Company Official

John Lee

Printed Name



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MARKETING STRATEGY

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

Attach additional pages if necessary.

Native attends major tradeshow and networking evetns including TAPPA, TXPAA, and TCUF. Native will promote its Buyboard contract on its website, social amedia and all existing and potential clients.

Native Construction

Company Name

Signature of Authorized Company Official

John Lee

Printed Name



CONFIDENTIAL / PROPRIETARY INFORMATION

A. Public Disclosure Laws

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

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

Please check (✓) one of the following:

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

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

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

Confidential / Proprietary Information:

references and clients

(Attach additional sheets if needed.)



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B. Copyright Information

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

Please check (✓) one of the following:

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

YES, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

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

Copyright Information: _____

(Attach additional sheets if needed.)

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

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

D. Consent to Release Proposal Tabulation

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

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

Native Construction

Company Name

Signature of Authorized Company Official

John Lee

Printed Name

10/10/2020

Date



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VENDOR BUSINESS NAME

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

Name of Proposing Company: Native Consolidated management LLC dba Native Construction

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

Please check (✓) one of the following:

Type of Business:

- Individual/Sole Proprietor _____
- Corporation _____
- Limited Liability Company _____
- Partnership _____
- Other _____

If other, identify _____

State of Incorporation (if applicable): TX

Federal Employer Identification Number: 83-3032565

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

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

Native Construction

**Request for Taxpayer
Identification Number and Certification**

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Native Consolidated Management

2 Business name/disregarded entity name, if different from above
Native Construction

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) ▶ **S-Corp**

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) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
150 Sabine St #341

6 City, state, and ZIP code
Houston, TX 77007

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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

8	3	-	3	0	3	2	5	6	5
---	---	---	---	---	---	---	---	---	---

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 ▶ **10/8/2020**

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.

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.



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

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

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

1. Vendor Violation or Breach of Contract Terms:

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

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

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

2. Termination for Cause or Convenience:

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

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

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



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3. Equal Employment Opportunity:

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

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

4. Davis-Bacon Act:

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

Current prevailing wage determinations issued by the Department of Labor are available at wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.



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7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.



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12. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	y	JL
2. Termination for Cause or Convenience	y	JL
3. Equal Employment Opportunity	y	JL
4. Davis-Bacon Act	y	JL
5. Contract Work Hours and Safety Standards Act	y	JL
6. Right to Inventions Made Under a Contract or Agreement	y	JL
7. Clean Air Act and Federal Water Pollution Control Act	y	JL
8. Debarment and Suspension	y	JL
9. Byrd Anti-Lobbying Amendment	y	JL
10. Procurement of Recovered Materials	y	JL
11. Profit as a Separate Element of Price	y	JL
12. General Compliance and Cooperation with Cooperative Members	y	JL

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

Native Construction

Company Name

Signature of Authorized Company Official

John Lee

Printed Name



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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

- 1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Native Construction began operating as a business in 2015 and converted from a sole proprietorship into an LLC in 2018.

The company is not for sale.

- 2. Describe Proposer's direct experience (not as a subcontractor) performing the work proposed under this contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Proposer's capabilities relative to this contract.

Texas Women's University - Multi-classroom Camera Install - \$240,000 - Current - Steve Adcock

City of Bellaire - Drywall and Repair work - \$5,000 - 10/2020 - Brandon Thigpin

Numerous subcontracted jobs with the City of San Antonio, UT Southwestern Medical and Lake Worth ISD

- 3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Native possesses sufficient administrative and operations personnel to fulfill work under this contract.

The firm employs one full time administrator along with the owner who handles contracting, sales, and financial.

One full time field PM and Supervisor along with 30 years of working history in Houston

allow for the company to scale up and down on a contract basis in times of increased activity



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- 4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act). If you are performing work under the contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the contract?

Native personnel are familiar with working along side A&E teams on its projects, regardless of the contract vehicle. Pre-construction planning and proactive value engineering options are offered to the design team from Native team members in an effort to find the best solution for the client and all project stakeholders.

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

Framing, Drywall, Painting, Flooring, Demo, Landscaping

MBE / SBE Certifications included for verification

- 6. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

The firm holds a \$5MM bonding capacity and maintains ample cash reserves alongside ample available credit lines. Credit and accounts at both Chase and Wells Fargo.

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

No



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- 8. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regards to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

None

- 9. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regards to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), if applicable, nature of the claim, and resolution or current status.

None

- 10. Describe in detail the quality control system Proposer will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

- 11. If the work will require Proposer to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

The Guarantee Company of North America



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12. Describe in detail all documented safety issues, if any, that have involved Proposer in the last three (3) years related to the type of work contemplated under this contract. Provide a 3-year history of your firm's workers compensation experience modifier.

None

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Native Construction

Company Name

Signature of Authorized Company Official



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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).

Proposer's responding to this Proposal Invitation should submit copy of their license from the Texas Department of License and Regulations applicable to the proposed service(s). If a proposer will serve outside the State of Texas, the appropriate licenses required by the licensing agency for the state(s) the vendor proposes to serve shall be provided.

Section I: Electrical, Plumbing and HVAC Labor - Standard and Non-Standard Working Hours (Hourly Labor Rate)

- Vendors proposing under this section shall propose a not-to-exceed labor rate for the specified trade service.
- An apprentice is a beginner or trainee who works under direct supervision of an HVAC master, master electrician, master plumber or project manager. A journeyman is trained and experienced and can work on his own under the general guidance of a project manager or master. A project manager or master originates projects, gets permits for construction and installations and oversees the work of journeymen and apprentices.
- Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

1. **Electrical Labor, Apprentice, Standard Working Hours** (not to exceed Standard Hourly labor rate).
2. **Electrical Labor, Apprentice, Non-Standard Working Hours** (not to exceed Non-Standard Hourly labor rate).
3. **Electrical Labor, Journeyman, Standard Working Hours** (not to exceed Standard Hourly labor rate).
4. **Electrical Labor, Journeyman, Non-Standard Working Hours** (not to exceed Non-Standard Hourly labor rate).
5. **Electrical Labor, Master Electrician, Standard Working Hours** (not to exceed Standard Hourly labor rate).
6. **Electrical Labor, Master Electrician, Non-Standard Working Hours** (not to exceed Non-Standard Hourly labor rate).
7. **All Other Electrical Labor, Standard Working Hours** (not to exceed Standard Hourly labor rate).
8. **All Other Electrical Labor, Non-Standard Working Hours** (not to exceed Non-Standard Hourly labor rate).
9. **Plumbing Labor, Apprentice, Standard Working Hours** (not to exceed Standard Hourly labor rate).
10. **Plumbing Labor, Apprentice, Non-Standard Working Hours** (not to exceed Non-Standard Hourly labor rate).
11. **Plumbing Labor, Journeyman, Standard Working Hours** (not to exceed Standard Hourly labor rate).
12. **Plumbing Labor, Journeyman, Non-Standard Working** (not to exceed Non-Standard Hourly labor rate).
13. **Plumbing Labor, Master Plumber, Standard Working Hours** (not to exceed Standard Hourly labor rate).
14. **Plumbing Labor, Master Plumber, Non-Standard** (not to exceed Non-Standard Hourly labor rate).
15. **All Other Plumbing Labor, Standard Working Hours** (not to exceed Standard Hourly labor rate).
16. **All Other Plumbing Labor, Non-Standard Working Hours** (not to exceed Non-Standard Hourly labor rate).
17. **HVAC Labor, Apprentice, Standard Working Hours** (not to exceed Standard Hourly labor rate).
18. **HVAC Labor, Apprentice, Non-Standard Working Hours** (not to exceed Non-Standard Hourly labor rate).
19. **HVAC Labor, Journeyman, Standard Working Hours** (not to exceed Standard Hourly labor rate).
20. **HVAC Labor, Journeyman, Non-Standard Working Hours** (not to exceed Non-Standard Hourly labor rate).
21. **HVAC Master Labor, Standard Working Hours** (not to exceed Standard Hourly labor rate).
22. **HVAC Master Labor, Non-Standard Working Hours** (not to exceed Non-Standard Hourly labor rate).
23. **All Other HVAC Labor, Standard Working Hours** (not to exceed Standard Hourly labor rate).
24. **All Other HVAC Labor, Non-Standard Working Hours** (not to exceed Non-Standard Hourly labor rate).
25. Discount (%) off catalog/pricelist for **All Supplies and Materials** related to the trade services of Electrical, Plumbing, and HVAC proposed by vendor.



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Section II: Trade Services-Texas Regions; Coefficient for Standard and Non-Standard Hours

• Vendors proposing to provide trade services under this section shall propose a coefficient to be applied to the Unit Price Book as defined in this Proposal Invitation. Trade Services, as used herein, shall include the following:

- Electrical • Plumbing and Heating • HVAC • Masonry, Stonework, and Plastering • Painting and Paper Hanging
- Concrete Work • Carpentry and Floor Work • Other related trade services

• A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

• Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

26. **Texas Region 1 Coefficient for Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
27. **Texas Region 1 Coefficient for Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
28. **Texas Region 2 Coefficient for Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
29. **Texas Region 2 Coefficient for Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
30. **Texas Region 3 Coefficient for Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
31. **Texas Region 3 Coefficient for Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
32. **Texas Region 4 Coefficient for Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
33. **Texas Region 4 Coefficient for Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
34. **Texas Region 5 Coefficient for Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
35. **Texas Region 5 Coefficient for Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
36. **Texas Region 6 Coefficient for Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
37. **Texas Region 6 Coefficient for Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
38. **Texas Region 7 Coefficient for Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
39. **Texas Region 7 Coefficient for Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
40. **Texas Region 8 Coefficient for Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
41. **Texas Region 8 Coefficient for Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
42. **Texas Region 9 Coefficient for Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
43. **Texas Region 9 Coefficient for Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
44. **Texas Region 10 Coefficient for Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
45. **Texas Region 10 Coefficient for Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
46. **Texas Region 11 Coefficient for Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
47. **Texas Region 11 Coefficient for Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
48. **Texas Region 12 Coefficient for Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
49. **Texas Region 12 Coefficient for Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**



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50. **Texas Region 13 Coefficient for Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
51. **Texas Region 13 Coefficient for Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
52. **Texas Region 14 Coefficient for Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
53. **Texas Region 14 Coefficient for Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
54. **Texas Region 15 Coefficient for Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
55. **Texas Region 15 Coefficient for Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
56. **Texas Region 16 Coefficient for Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
57. **Texas Region 16 Coefficient for Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
58. **Texas Region 17 Coefficient for Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
59. **Texas Region 17 Coefficient for Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
60. **Texas Region 18 Coefficient for Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
61. **Texas Region 18 Coefficient for Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
62. **Texas Region 19 Coefficient for Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
63. **Texas Region 19 Coefficient for Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
64. **Texas Region 20 Coefficient for Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
65. **Texas Region 20 Coefficient for Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**

Section III: Trade Services- Other States; Coefficient for Standard and Non-Standard Hours

• Vendors proposing to provide trade services under this section shall propose a coefficient to be applied to the Unit Price Book as defined in this Proposal Invitation. Trade Services, as used herein, shall include the following:

- Electrical • Plumbing and Heating • HVAC • Masonry, Stonework, and Plastering • Painting and Paper Hanging
- Concrete Work • Carpentry and Floor Work • Other related trade services

• A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

• Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

66. **Alabama Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
67. **Alabama Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
68. **Alaska Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
69. **Alaska Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
70. **Arizona Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
71. **Arizona Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
72. **Arkansas Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
73. **Arkansas Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
74. **California Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
75. **California Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**



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- 76. **Colorado Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 77. **Colorado Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 78. **Connecticut Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 79. **Connecticut Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 80. **Delaware Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 81. **Delaware Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 82. **District of Columbia Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 83. **District of Columbia Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 84. **Florida Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 85. **Florida Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 86. **Georgia Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 87. **Georgia Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 88. **Hawaii Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 89. **Hawaii Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 90. **Idaho Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 91. **Idaho Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **1.09**
- 92. **Illinois Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 93. **Illinois Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 94. **Indiana Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 95. **Indiana Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 96. **Iowa Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 97. **Iowa Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 98. **Kansas Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 99. **Kansas Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 100. **Kentucky Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 101. **Kentucky Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 102. **Louisiana Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 103. **Louisiana Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 104. **Maine Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 105. **Maine Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 106. **Maryland Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 107. **Maryland Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 108. **Massachusetts Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 109. **Massachusetts Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 110. **Michigan Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 111. **Michigan Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 112. **Minnesota Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 113. **Minnesota Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 114. **Mississippi Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 115. **Mississippi Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 116. **Missouri Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 117. **Missouri Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 118. **Montana Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 119. **Montana Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 120. **Nebraska Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 121. **Nebraska Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 122. **Nevada Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 123. **Nevada Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 124. **New Hampshire Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 125. **New Hampshire Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 126. **New Jersey Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 127. **New Jersey Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**



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- 128. **New Mexico Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 129. **New Mexico Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 130. **New York Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 131. **New York Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 132. **North Carolina Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 133. **North Carolina Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 134. **North Dakota Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 135. **North Dakota Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 136. **Ohio Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 137. **Ohio Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 138. **Oklahoma Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 139. **Oklahoma Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
- 140. **Oregon Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
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- 142. **Pennsylvania Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
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- 144. **Rhode Island Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
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- 152. **Utah Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
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- 154. **Vermont Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 155. **Vermont Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**
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- 158. **Washington Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
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- 160. **West Virginia Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
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- 162. **Wisconsin Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
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- 164. **Wyoming Coefficient For Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.95**
- 165. **Wyoming Coefficient For Non-Standard Hours** for All Trade Services as listed in RSMeans Cost Data Book. **.99**



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- Completed: **Proposer’s Agreement and Signature**
- Completed: **Vendor Contact Information**
- Completed: **Felony Conviction Disclosure and Debarment Certification**
- Completed: **Resident/Nonresident Certification**
- Completed: **No Israel Boycott Certification**
- Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- Completed: **Historically Underutilized Business (HUB) Certification)**
- Completed: **Construction Related Goods and Services Affirmation**
- Completed: **Deviation/Compliance**
- Completed: **Location/Authorized Seller Listings**
- Completed: **Manufacturer Dealer Designation**
- Completed: **Texas Regional Service Designation**
- Completed: **State Service Designation**
- Completed: **National Purchasing Cooperative Vendor Award Agreement**
- Completed: **Federal and State/Purchasing Cooperative Experience**
- Completed: **Governmental References**
- Completed: **Marketing Strategy**
- Completed: **Confidential/Proprietary Information**
- Completed: **Vendor Business Name with IRS Form W-9**
- Completed: **EDGAR Vendor Certification**
- Completed: **Proposal Invitation Questionnaire**
- Completed: **Proposal Specifications** *(Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) and Trade License(s) must be submitted with proposal response or response will not be considered.*
- Completed: **Required Forms Checklist**



638-21 Addendum 1 Native Construction Supplier Response

Event Information

Number: 638-21 Addendum 1
Title: Trade Services
Type: Request for Proposal
Issue Date: 8/7/2020
Deadline: 10/15/2020 04:00 PM (CT)
Notes:



The Local Government Purchasing Cooperative (BuyBoard)

Proposal Invitation No. 638-21

Trade Services

Proposal Due Date and Time: **October 15, 2020 at 4:00 PM**

Responding to this and future proposals online is easy with our **online submission system**.

1. **View and download the forms.**
 - **DO NOT log in to view and download the documents.**
 - Visit vendor.buyboard.com and click on the "Current Proposal Invitations" button shown below to view and download the forms for this proposal.



2. To submit completed proposal.

- Visit vendor.buyboard.com and click "Register/Login/Submit Proposal" button shown below to submit your proposal online.



- For additional assistance click this link [View our Proposal Submission Instructions.](#)

New Vendor? Visit vendor.buyboard.com and click "Register/Login/Submit Proposal."
Click [Register now](#) as a new supplier/vendor, so you don't miss future proposal opportunities.

-
Any Addenda issued with this proposal will also be placed on the website, and it will be the vendor's responsibility to obtain the information.

Native Construction Information

Section H, Item 7.

Contact: John Lee
Address: 150 Sabine St. #341
Houston
Houston, TX 77007
Phone: (832) 469-5579
Email: john.lee@lmc-corporation.com

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

John Lee
Signature

john.lee@lmc-corporation.com
Email

Submitted at 10/14/2020 4:25:16 PM

Requested Attachments

BuyBoard Proposal Invitation No. 638-21, Trade Services

638-21_NativeConstruction.pdf

REQUIRED - In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

Pages from 638-21_NativeConstruction.pdf

REQUIRED - In PDF format, upload catalog/pricelist in proposal invitation instructions. File size must not exceed 100MB.(Please DO NOT password protect uploaded files.)

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

Native_W9_Signed.pdf

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

Trade License(s)

Native_MBESBEPacket2020.pdf

Proposer's responding to this Proposal Invitation should submit copy of their license from the Texas Department of License and Regulations applicable to the proposed service(s). If a proposer will serve outside the State of Texas, the appropriate licenses required by the licensing agency for the state(s) the vendor proposes to serve shall be provided.

Addendum No. 1

638-21-Addendum-No-1.pdf

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.)

Bid Lines

Section I: Electrical, Plumbing and HVAC Labor - Standard and Non-Standard Working Hours (Labor Rate)- Electrical Labor, Apprentice, Standard Working Hours (not to exceed Standard Hourly labor rate).

UOM: Hour

No Bid

Item Notes:

Vendors proposing under this section shall propose a not-to-exceed labor rate for the specified trade service.

An apprentice is a beginner or trainee who works under direct supervision of an HVAC master, master electrician, master plumber or project manager. A journeyman is trained and experienced and can work on his own under the general guidance of a project manager or master. A project manager or master originates projects, gets permits for construction and installations and oversees the work of journeymen and apprentices.

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Item Attributes

1. Detailed Information on Hourly Labor Rate

Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

No response

2. Exceptions to Hourly Labor Rate

No response

Section I: Electrical, Plumbing and HVAC Labor - Standard and Non-Standard Working Hours (Labor Rate)- Electrical Labor, Apprentice, Non-Standard Working Hours (not to exceed Standard Hourly labor rate).

UOM: Hour

No Bid

Item Notes:

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No response

2. Exceptions to Hourly Labor Rate

No response

Section I: Electrical, Plumbing and HVAC Labor - Standard and Non-Standard Working Hours (Labor Rate)- Electrical Labor, Journeyman, Standard Working Hours (not to exceed Standard Hourly labor rate).

No Bid

UOM: Hour

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No response

2. Exceptions to Hourly Labor Rate

No response

Section I: Electrical, Plumbing and HVAC Labor - Standard and Non-Standard Working Hours (Labor Rate)- Electrical Labor, Journeyman, Non-Standard Working Hours (not to exceed Standard Hourly labor rate).

UOM: Hour _____

No Bid

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No response

2. Exceptions to Hourly Labor Rate

No response

Section I: Electrical, Plumbing and HVAC Labor - Standard and Non-Standard Working Hours (not to exceed Standard Hourly Labor Rate)- Electrical Labor, Master Electrician, Standard Working Hours (not to exceed Standard Hourly labor rate).

UOM: Hour

No Bid

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No response

2. Exceptions to Hourly Labor Rate

No response

Section I: Electrical, Plumbing and HVAC Labor - Standard and Non-Standard Working Hours (not to exceed Standard Hourly labor rate)- Electrical Labor, Master Electrician, Non-Standard Working Hours

UOM: Hour

No Bid

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No response

2. Exceptions to Hourly Labor Rate

No response

Section I: Electrical, Plumbing and HVAC Labor - Standard and Non-Standard Working Hours
Labor Rate)- All Other Electrical Labor, Standard Working Hours (not to exceed Standard Hourly labor rate).

No Bid

UOM: Hour _____

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No response

2. Exceptions to Hourly Labor Rate

No response

Section I: Electrical, Plumbing and HVAC Labor - Standard and Non-Standard Working Hours (Labor Rate)- All Other Electrical Labor, Non-Standard Working Hours (not to exceed Standard Hourly labor rate).

No Bid

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No response

2. Exceptions to Hourly Labor Rate

No response

Section I: Electrical, Plumbing and HVAC Labor - Standard and Non-Standard Working Hours (Labor Rate)- Plumbing Labor, Apprentice, Standard Working Hours (not to exceed Standard Hourly labor rate).

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No response

2. Exceptions to Hourly Labor Rate

No response

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Section I: Electrical, Plumbing and HVAC Labor - Standard and Non-Standard Working Hours (Labor Rate)- Plumbing Labor, Journeyman, Non-Standard Working Hours (not to exceed Standard Hourly labor rate).

UOM: Hour _____

No Bid

Item Notes:

Vendors proposing under this section shall propose a not-to-exceed labor rate for the specified trade service.

An apprentice is a beginner or trainee who works under direct supervision of an HVAC master, master electrician, master plumber or project manager. A journeyman is trained and experienced and can work on his own under the general guidance of a project manager or master. A project manager or master originates projects, gets permits for construction and installations and oversees the work of journeymen and apprentices.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Proposer's responding to this Proposal Invitation should submit copy of their license from the Texas Department of License and Regulations applicable to the proposed service(s). If a proposer will serve outside the State of Texas, the appropriate licenses required by the licensing agency for the state(s) the vendor proposes to serve shall be provided.

Item Attributes**1. Detailed Information on Hourly Labor Rate**

Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

2. Exceptions to Hourly Labor Rate

Section I: Electrical, Plumbing and HVAC Labor - Standard and Non-Standard Working Hours (Labor Rate)- Plumbing Labor, Master Plumber, Standard Working Hours (not to exceed Standard Hourly labor rate).

UOM: Hour

No Bid

Item Notes:

Vendors proposing under this section shall propose a not-to-exceed labor rate for the specified trade service.

An apprentice is a beginner or trainee who works under direct supervision of an HVAC master, master electrician, master plumber or project manager. A journeyman is trained and experienced and can work on his own under the general guidance of a project manager or master. A project manager or master originates projects, gets permits for construction and installations and oversees the work of journeymen and apprentices.

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Item Attributes

1. Detailed Information on Hourly Labor Rate

Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

No response

2. Exceptions to Hourly Labor Rate

No response

Section I: Electrical, Plumbing and HVAC Labor - Standard and Non-Standard Working Hours (Labor Rate)- Plumbing Labor, Master Plumber, Non-Standard Working Hours (not to exceed Standard Hourly labor rate).

No Bid

UOM: Hour

Item Notes:

Vendors proposing under this section shall propose a not-to-exceed labor rate for the specified trade service.

An apprentice is a beginner or trainee who works under direct supervision of an HVAC master, master electrician, master plumber or project manager. A journeyman is trained and experienced and can work on his own under the general guidance of a project manager or master. A project manager or master originates projects, gets permits for construction and installations and oversees the work of journeymen and apprentices.

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Item Attributes

1. Detailed Information on Hourly Labor Rate

Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

No response

2. Exceptions to Hourly Labor Rate

No response

Section I: Electrical, Plumbing and HVAC Labor - Standard and Non-Standard Working Hours (not to exceed Standard Hourly labor rate).
Labor Rate)- All Other Plumbing Labor, Standard Working Hours (not to exceed Standard Hourly labor rate).

UOM: Hour _____

No Bid

Item Notes:

Vendors proposing under this section shall propose a not-to-exceed labor rate for the specified trade service.

An apprentice is a beginner or trainee who works under direct supervision of an HVAC master, master electrician, master plumber or project manager. A journeyman is trained and experienced and can work on his own under the general guidance of a project manager or master. A project manager or master originates projects, gets permits for construction and installations and oversees the work of journeymen and apprentices.

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Item Attributes**1. Detailed Information on Hourly Labor Rate**

Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

No response

2. Exceptions to Hourly Labor Rate

No response

Section I: Electrical, Plumbing and HVAC Labor - Standard and Non-Standard Working Hours (Labor Rate)- All Other Plumbing Labor, Non-Standard Working Hours (not to exceed Standard Hourly labor rate).

UOM: Hour

No Bid

Item Notes:

Vendors proposing under this section shall propose a not-to-exceed labor rate for the specified trade service.

An apprentice is a beginner or trainee who works under direct supervision of an HVAC master, master electrician, master plumber or project manager. A journeyman is trained and experienced and can work on his own under the general guidance of a project manager or master. A project manager or master originates projects, gets permits for construction and installations and oversees the work of journeymen and apprentices.

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Item Attributes

1. Detailed Information on Hourly Labor Rate

Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

No response

2. Exceptions to Hourly Labor Rate

No response

Section I: Electrical, Plumbing and HVAC Labor - Standard and Non-Standard Working Hours (not to exceed Standard Hourly labor rate).

UOM: Hour _____

No Bid

Item Notes:

Vendors proposing under this section shall propose a not-to-exceed labor rate for the specified trade service.

An apprentice is a beginner or trainee who works under direct supervision of an HVAC master, master electrician, master plumber or project manager. A journeyman is trained and experienced and can work on his own under the general guidance of a project manager or master. A project manager or master originates projects, gets permits for construction and installations and oversees the work of journeymen and apprentices.

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Item Attributes**1. Detailed Information on Hourly Labor Rate**

Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

No response

2. Exceptions to Hourly Labor Rate

No response

Section I: Electrical, Plumbing and HVAC Labor - Standard and Non-Standard Working Hours (Labor Rate)- HVAC Labor, Apprentice, Non-Standard Working Hours (not to exceed Standard Hourly labor rate).

UOM: Hour _____

No Bid

Item Notes:

Vendors proposing under this section shall propose a not-to-exceed labor rate for the specified trade service.

An apprentice is a beginner or trainee who works under direct supervision of an HVAC master, master electrician, master plumber or project manager. A journeyman is trained and experienced and can work on his own under the general guidance of a project manager or master. A project manager or master originates projects, gets permits for construction and installations and oversees the work of journeymen and apprentices.

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Item Attributes

1. Detailed Information on Hourly Labor Rate

Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

No response

2. Exceptions to Hourly Labor Rate

No response

Section I: Electrical, Plumbing and HVAC Labor - Standard and Non-Standard Working Hours (not to exceed Standard Hourly labor rate).

UOM: Hour _____

No Bid

Item Notes:

Vendors proposing under this section shall propose a not-to-exceed labor rate for the specified trade service.

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Item Attributes**1. Detailed Information on Hourly Labor Rate**

Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

No response

2. Exceptions to Hourly Labor Rate

No response

Section I: Electrical, Plumbing and HVAC Labor - Standard and Non-Standard Working Hours (not to exceed Standard Hourly labor rate)- HVAC Labor, Journeyman, Non-Standard Working Hours

UOM: Hour _____

No Bid

Item Notes:

Vendors proposing under this section shall propose a not-to-exceed labor rate for the specified trade service.

An apprentice is a beginner or trainee who works under direct supervision of an HVAC master, master electrician, master plumber or project manager. A journeyman is trained and experienced and can work on his own under the general guidance of a project manager or master. A project manager or master originates projects, gets permits for construction and installations and oversees the work of journeymen and apprentices.

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Item Attributes

1. Detailed Information on Hourly Labor Rate

Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

No response

2. Exceptions to Hourly Labor Rate

No response

Section I: Electrical, Plumbing and HVAC Labor - Standard and Non-Standard Working Hours (not to exceed Standard Hourly labor rate).

UOM: Hour _____

No Bid

Item Notes:

Vendors proposing under this section shall propose a not-to-exceed labor rate for the specified trade service.

An apprentice is a beginner or trainee who works under direct supervision of an HVAC master, master electrician, master plumber or project manager. A journeyman is trained and experienced and can work on his own under the general guidance of a project manager or master. A project manager or master originates projects, gets permits for construction and installations and oversees the work of journeymen and apprentices.

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Item Attributes**1. Detailed Information on Hourly Labor Rate**

Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

No response

2. Exceptions to Hourly Labor Rate

No response

Section I: Electrical, Plumbing and HVAC Labor - Standard and Non-Standard Working Hours (not to exceed Standard Hourly labor rate).
Labor Rate)- HVAC Master Labor, Non-Standard Working Hours (not to exceed Standard Hourly labor rate).

No Bid

UOM: Hour _____

Item Notes:

Vendors proposing under this section shall propose a not-to-exceed labor rate for the specified trade service.

An apprentice is a beginner or trainee who works under direct supervision of an HVAC master, master electrician, master plumber or project manager. A journeyman is trained and experienced and can work on his own under the general guidance of a project manager or master. A project manager or master originates projects, gets permits for construction and installations and oversees the work of journeymen and apprentices.

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Item Attributes

1. Detailed Information on Hourly Labor Rate

Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

No response

2. Exceptions to Hourly Labor Rate

No response

Section I: Electrical, Plumbing and HVAC Labor - Standard and Non-Standard Working Hours
Labor Rate)- All Other HVAC Labor, Standard Working Hours (not to exceed Standard Hourly labor rate).

No Bid

UOM: Hour _____

Item Notes:

Vendors proposing under this section shall propose a not-to-exceed labor rate for the specified trade service.

An apprentice is a beginner or trainee who works under direct supervision of an HVAC master, master electrician, master plumber or project manager. A journeyman is trained and experienced and can work on his own under the general guidance of a project manager or master. A project manager or master originates projects, gets permits for construction and installations and oversees the work of journeymen and apprentices.

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Item Attributes

1. Detailed Information on Hourly Labor Rate

Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

No response

2. Exceptions to Hourly Labor Rate

No response

Section I: Electrical, Plumbing and HVAC Labor - Standard and Non-Standard Working Hours (Labor Rate)- All Other HVAC Labor, Non-Standard Working Hours (not to exceed Standard Hourly labor rate).

UOM: Hour

No Bid

Item Notes:

Vendors proposing under this section shall propose a not-to-exceed labor rate for the specified trade service.

An apprentice is a beginner or trainee who works under direct supervision of an HVAC master, master electrician, master plumber or project manager. A journeyman is trained and experienced and can work on his own under the general guidance of a project manager or master. A project manager or master originates projects, gets permits for construction and installations and oversees the work of journeymen and apprentices.

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Item Attributes

1. Detailed Information on Hourly Labor Rate

Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

No response

2. Exceptions to Hourly Labor Rate

No response

Section I: Electrical, Plumbing and HVAC Labor - Standard and Non-Standard Working Hours

Labor Rate)- Discount (%) off catalog/pricelist for **All Supplies and Materials** related to the trade services of Electrical, Plumbing, and HVAC proposed by vendor.
 (Line excluded from response total)

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

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Item Attributes**1. State Name of Catalog/Pricelist**

2. Exceptions to Discount

Section II: Trade Services-Texas Regions; Coefficient for Standard and Non-Standard Hours- Texas Region 1 Coefficient for Standard Hours for All Trade Services as listed in RSMeans Cost Data Book.

UOM: Coefficient Price: Total:

Item Notes:

Vendors proposing to provide trade services under this section shall propose a coefficient to be applied to the Unit Price Book as defined in this Proposal Invitation. Trade Services, as used herein, shall include the following:

- Electrical, Plumbing and Heating, HVAC, Masonry, Stonework, and Plastering, Painting and Paper Hanging

- Concrete Work, Carpentry and Floor Work, Other related trade services

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

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Item Attributes

1. Detailed Information on Coefficient

Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

2. Exceptions to Coefficient

Section II: Trade Services-Texas Regions; Coefficient for Standard and Non-Standard Hours- Texas Region 1 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book.

UOM: Coefficient Price: Total:

Item Notes:

Vendors proposing to provide trade services under this section shall propose a coefficient to be applied to the Unit Price Book as defined in this Proposal Invitation. Trade Services, as used herein, shall include the following:

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- Concrete Work, Carpentry and Floor Work, Other related trade services

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Item Attributes

1. Detailed Information on Coefficient

Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

2. Exceptions to Coefficient

Section II: Trade Services-Texas Regions; Coefficient for Standard and Non-Standard Hours- Texas Region 2 Coefficient for Standard Hours for All Trade Services as listed in RSMeans Cost Data Book.

UOM: Coefficient Price: Total:

Item Notes:

Vendors proposing to provide trade services under this section shall propose a coefficient to be applied to the Unit Price Book as defined in this Proposal Invitation. Trade Services, as used herein, shall include the following:

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- Concrete Work, Carpentry and Floor Work, Other related trade services

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Item Attributes

1. Detailed Information on Coefficient

Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

2. Exceptions to Coefficient

Section II: Trade Services-Texas Regions; Coefficient for Standard and Non-Standard Hours- Texas Region 2 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book.

UOM: Coefficient Price: Total:

Item Notes:

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- Concrete Work, Carpentry and Floor Work, Other related trade services

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

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Item Attributes

1. Detailed Information on Coefficient

Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

2. Exceptions to Coefficient

Section II: Trade Services-Texas Regions; Coefficient for Standard and Non-Standard Hours- Texas Region 3 Coefficient for Standard Hours for All Trade Services as listed in RSMeans Cost Data Book.

UOM: Coefficient Price: Total:

Item Notes:

Vendors proposing to provide trade services under this section shall propose a coefficient to be applied to the Unit Price Book as defined in this Proposal Invitation. Trade Services, as used herein, shall include the following:

- Electrical, Plumbing and Heating, HVAC, Masonry, Stonework, and Plastering, Painting and Paper Hanging

- Concrete Work, Carpentry and Floor Work, Other related trade services

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

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Item Attributes

1. Detailed Information on Coefficient

Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

2. Exceptions to Coefficient

Section II: Trade Services-Texas Regions; Coefficient for Standard and Non-Standard Hours- Texas Region 3 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book.

UOM: Coefficient Price: Total:

Item Notes:

Vendors proposing to provide trade services under this section shall propose a coefficient to be applied to the Unit Price Book as defined in this Proposal Invitation. Trade Services, as used herein, shall include the following:

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- Concrete Work, Carpentry and Floor Work, Other related trade services

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Item Attributes

1. Detailed Information on Coefficient

Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

2. Exceptions to Coefficient

Section II: Trade Services-Texas Regions; Coefficient for Standard and Non-Standard Hours- Texas Region 4 Coefficient for Standard Hours for All Trade Services as listed in RSMeans Cost Data Book.

UOM: Coefficient Price: Total:

Item Notes:

Vendors proposing to provide trade services under this section shall propose a coefficient to be applied to the Unit Price Book as defined in this Proposal Invitation. Trade Services, as used herein, shall include the following:

- Electrical, Plumbing and Heating, HVAC, Masonry, Stonework, and Plastering, Painting and Paper Hanging

- Concrete Work, Carpentry and Floor Work, Other related trade services

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1. Detailed Information on Coefficient

Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

2. Exceptions to Coefficient

Section II: Trade Services-Texas Regions; Coefficient for Standard and Non-Standard Hours- Texas Region 4 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book.

UOM: Coefficient Price: Total:

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Section II: Trade Services-Texas Regions; Coefficient for Standard and Non-Standard Hours- Texas Region 5 Coefficient for Standard Hours for All Trade Services as listed in RSMeans Cost Data Book.

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Section II: Trade Services-Texas Regions; Coefficient for Standard and Non-Standard Hours- Texas Region 6 Coefficient for Standard Hours for All Trade Services as listed in RSMeans Cost Data Book.

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Section II: Trade Services-Texas Regions; Coefficient for Standard and Non-Standard Hours- Texas Region 7 Coefficient for Standard Hours for All Trade Services as listed in RSMeans Cost Data Book.

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Section II: Trade Services-Texas Regions; Coefficient for Standard and Non-Standard Hours- Texas Region 8 Coefficient for Standard Hours for All Trade Services as listed in RSMeans Cost Data Book.

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Section II: Trade Services-Texas Regions; Coefficient for Standard and Non-Standard Hours- Texas Region 9 Coefficient for Standard Hours for All Trade Services as listed in RSMeans Cost Data Book.

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Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

2. Exceptions to Coefficient

Section II: Trade Services-Texas Regions; Coefficient for Standard and Non-Standard Hours- Texas Region 13 Coefficient for Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book.

UOM: Coefficient Price: Total:

Item Notes:

Vendors proposing to provide trade services under this section shall propose a coefficient to be applied to the Unit Price Book as defined in this Proposal Invitation. Trade Services, as used herein, shall include the following:

- Electrical, Plumbing and Heating, HVAC, Masonry, Stonework, and Plastering, Painting and Paper Hanging

- Concrete Work, Carpentry and Floor Work, Other related trade services

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

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Section II: Trade Services-Texas Regions; Coefficient for Standard and Non-Standard Hours- Texas Region 13 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book.

UOM: Coefficient Price: Total:

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Section II: Trade Services-Texas Regions; Coefficient for Standard and Non-Standard Hours- Texas Region 14 Coefficient for Standard Hours for All Trade Services as listed in RSMeans Cost Data Book.

UOM: Coefficient Price: Total:

Item Notes:

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Section II: Trade Services-Texas Regions; Coefficient for Standard and Non-Standard Hours- Texas Region 14 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book.

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Section II: Trade Services-Texas Regions; Coefficient for Standard and Non-Standard Hours- Texas Region 15 Coefficient for Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book.

UOM: Coefficient Price: Total:

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Section II: Trade Services-Texas Regions; Coefficient for Standard and Non-Standard Hours- Texas Region 16 Coefficient for Standard Hours for All Trade Services as listed in RSMeans Cost Data Book.

UOM: Coefficient Price: Total:

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Section II: Trade Services-Texas Regions; Coefficient for Standard and Non-Standard Hours- Texas Region 17 Coefficient for Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book.

UOM: Coefficient Price: Total:

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UOM: Coefficient Price: Total:

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2. Exceptions to Coefficient

Section II: Trade Services-Texas Regions; Coefficient for Standard and Non-Standard Hours- Texas Region 18 Coefficient for Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book.

UOM: Coefficient Price: Total:

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Section II: Trade Services-Texas Regions; Coefficient for Standard and Non-Standard Hours- Texas Region 19 Coefficient for Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book.

UOM: Coefficient Price: Total:

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Section II: Trade Services-Texas Regions; Coefficient for Standard and Non-Standard Hours- Texas Region 20 Coefficient for Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book.

UOM: Coefficient Price: Total:

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Section III: Trade Services- Other States; Coefficient for Standard and Non-Standard Hours- Alabama Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book.

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1. Detailed Information on Coefficient

Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

2. Exceptions to Coefficient

Section III: Trade Services- Other States; Coefficient for Standard and Non-Standard Hours- Alaska
Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book.

UOM: Coefficient Price: Total:

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Section III: Trade Services- Other States; Coefficient for Standard and Non-Standard

Hours- Connecticut Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book.

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Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

2. Exceptions to Coefficient

Section III: Trade Services- Other States; Coefficient for Standard and Non-Standard Hours- Florida Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book.

UOM: Coefficient Price: Total:

Item Notes:

Vendors proposing to provide trade services under this section shall propose a coefficient to be applied to the Unit Price Book as defined in this Proposal Invitation. Trade Services, as used herein, shall include the following:

- Electrical, Plumbing and Heating, HVAC, Masonry, Stonework, and Plastering, Painting and Paper Hanging

- Concrete Work, Carpentry and Floor Work, Other related trade services

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

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2. Exceptions to Coefficient

Section III: Trade Services- Other States; Coefficient for Standard and Non-Standard**Hours- Georgia Coefficient For Standard Hours** for All Trade Services as listed in RSMMeans Cost Data Book.UOM: Coefficient Price: Total:

Item Notes:

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Section III: Trade Services- Other States; Coefficient for Standard and Non-Standard

Hours- Georgia Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book.

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2. Exceptions to Coefficient

Section III: Trade Services- Other States; Coefficient for Standard and Non-Standard Hours- Hawaii
Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book.

UOM: Coefficient Price: Total:

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Section III: Trade Services- Other States; Coefficient for Standard and Non-Standard Hours- Illinois
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Section III: Trade Services- Other States; Coefficient for Standard and Non-Standard Hours- Indiana
Coefficient For Standard Hours for All Trade Services as listed in RSMeans Cost Data Book.

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Section III: Trade Services- Other States; Coefficient for Standard and Non-Standard Hours- Iowa
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Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book.

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Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

2. Exceptions to Coefficient

Section III: Trade Services- Other States; Coefficient for Standard and Non-Standard Hours- Louisiana Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book.

UOM: Coefficient Price: Total:

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Hours- Massachusetts Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book.

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Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

2. Exceptions to Coefficient

Section III: Trade Services- Other States; Coefficient for Standard and Non-Standard Hours- Nebraska Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book.

UOM: Coefficient Price: Total:

Item Notes:

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Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book.

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Section III: Trade Services- Other States; Coefficient for Standard and Non-Standard Hours- Nevada
Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book.

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Hours- New Mexico Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book.

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Hours- New York Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book.

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1. Detailed Information on Coefficient

Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

2. Exceptions to Coefficient

Section III: Trade Services- Other States; Coefficient for Standard and Non-Standard Hours- Oklahoma Coefficient For Standard Hours for All Trade Services as listed in RSMean Cost Data Book.

UOM: Coefficient Price: Total:

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Section III: Trade Services- Other States; Coefficient for Standard and Non-Standard Hours- Oklahoma Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book.

UOM: Coefficient Price: Total:

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Section III: Trade Services- Other States; Coefficient for Standard and Non-Standard

Hours- Pennsylvania Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book.

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Section III: Trade Services- Other States; Coefficient for Standard and Non-Standard Hours- South Carolina Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book.

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Section III: Trade Services- Other States; Coefficient for Standard and Non-Standard

Hours- South Dakota Coefficient For Standard Hours for All Trade Services as listed in RSMeans Cost Data Book.

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Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED)

2. Exceptions to Coefficient

Section III: Trade Services- Other States; Coefficient for Standard and Non-Standard

Hours- Vermont Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book.

UOM: Coefficient Price: Total:

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12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM No. 1**

Proposal Invitation No. 638-21 – Trade Services

The following addenda are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

UNIT PRICE BOOK AND PROPOSER’S COEFFICIENT


For this Proposal Invitation, the unit price book will be the current calendar year issue of the RSMeans Facilities Construction Cost Data Book with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation.

Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

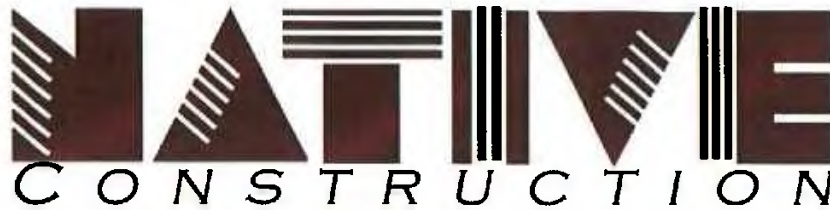
Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Native Construction

Address: 150 Sabine St #341 Houston, TX 77007

Signature of Authorized Company Official:  Title: President

Telephone Number: 8324695579 Date: 10/1/2020



Capabilities

- New Construction
- Light Construction
- Maintenance & Repair
- Construction Management
- JOC Construction

Bonding

- \$5 Million Aggregate
- \$2 Million Single Project

Insurance

- General Liability / Workers Comp

Differentiators

- NABE / MBE / SBE
- Over 30 Years combined experience

Contracts Held

- TIPS - JOC #200201



Recent Past Projects

City of San Antonio
Martinez Creek Tree Planting ~ \$415,000
2020

UT Southwestern Medical
Occupational Health Office reno ~ \$34,400
2020

Comal County
Warehouse Demo & Site Work ~ \$658,800
2019

Lake Worth ISD
Marine Creek Elementary reno ~ \$234,000
2019

www.Native-Construction.com

Native Consolidated Management LLC dba Native Construction



CITY OF CORINTH
Staff Report

Meeting Date:	10/20/2022	Title:	Resolution Oncor Rate Denial
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
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

Consider and act on a Resolution providing for the denial of a rate application submitted by Oncor Electric Delivery Company, LLC and authorizing participation in the Oncor Cities Steering Committee for review before the Public Utility Commission of Texas.

Item Summary/Background/Prior Action

On May 13, 2022, Oncor Electric Delivery Company LLC (“Oncor” or “Company”) filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. The impact of this requested increase on an average residential customer using 1,300 kWh/month would be about \$6.02 per month.

In a prior City action, Oncor’s rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Steering Committee of Cities Served by Oncor (“Steering Committee”), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of the experts engaged by the Steering Committee, Oncor’s request for a rate increase should be denied.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by Oncor. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas where the appeal will be consolidated with Oncor’s filing (i.e. PUC Docket No. 53601) currently pending at the Commission.

All cities with original jurisdiction will need to adopt the Resolution prior to October 30, 2022.

Explanation of “Be It Resolved” Sections:

1. This paragraph finds that the Company’s application is unreasonable and should be denied.

2. This section states that the Company's current rates shall not be changed.
3. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to Oncor for reimbursement.
4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
5. This section provides Oncor and counsel for Cities will be notified of the City's action by sending a copy of the approved and signed resolution to counsel.

Financial Impact

The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by OCSC will submit monthly invoices that will be forwarded to Oncor for reimbursement.

Staff Recommendation/Motion

Approval as presented.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF _____,
TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY
COMPANY LLC’S (“ONCOR” OR “COMPANY”)
APPLICATION TO CHANGE RATES WITHIN THE CITY
SHOULD BE DENIED; FINDING THAT THE CITY’S
REASONABLE RATE CASE EXPENSES SHALL BE
REIMBURSED BY THE COMPANY; FINDING THAT THE
MEETING AT WHICH THIS RESOLUTION IS PASSED IS
OPEN TO THE PUBLIC AS REQUIRED BY LAW;
REQUIRING NOTICE OF THIS RESOLUTION TO THE
COMPANY AND LEGAL COUNSEL.**

WHEREAS, the City of _____, Texas (“City”) is an electric utility customer of Oncor Electric Delivery Company LLC (“Oncor” or “Company”), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor (“Steering Committee”), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor’s service area; and

WHEREAS, on or about May 13, 2022, Oncor filed with the City an application to increase system-wide transmission and distribution rates by \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor’s application and working with the designated attorneys and consultants to resolve issues in the Company’s filing; and

WHEREAS, through review of the application, the Steering Committee’s consultants determined that Oncor’s proposed rates are excessive; and

WHEREAS, the Steering Committee’s members and attorneys recommend that members deny the Application; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____, TEXAS:

Section 1. That the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City’s reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That a copy of this Resolution shall be sent to Oncor, Care of Howard Fisher, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Ave., Suite 1900, Austin, TX 78701.

PASSED AND APPROVED this _____ day of _____, 2022.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney



CITY OF CORINTH
Staff Report

Meeting Date:	10/20/2022	Title:	Contract Street Repair – Floyd Smith Concrete
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
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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 N/A		

Item/Caption

Consider and act on an agreement with Floyd Smith Concrete for concrete street and sidewalk repairs, utilizing the City of Denton’s Contract, in an amount not to exceed \$700,000 for the fiscal year 2022-23, and authorize the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

The Street Division will use this contract to complete the larger more time-consuming projects. This contract will be used for the Church St repairs, Robinson repairs, concrete crack sealing, the Fugro recommendations for year 2, new sidewalk installations, Fire Training Facility, and other concrete repairs as needed for the City. Public Works is requesting that Council approves the Floyd Concrete contract to not exceed \$700,000 for fiscal year 2022-2023 and authorize the City Manager to execute the necessary documents.

Financial Impact

These funds are budgeted in the current Street Tax Fund, Sidewalk Maintenance Fund, and Garrison Project.

Staff Recommendation/Motion

Approve the contract with Floyd Smith Concrete in an amount not to exceed \$700,000 for fiscal year 2022-2023 and authorize the City Manager to execute the necessary documents.

**SERVICE CONTRACT
CONCRETE REPAIR AND INSTALLATION SERVICES THROUGH
CITY OF DENTON CONTRACT #7777**

This Contract, is made and entered into this 6th day of October, 2022 by and between Floyd Smith Concrete Inc., 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

This Contract shall commence beginning on the 6th day of October, 2022, and shall be in effect for a term of one (1) year, to expire at midnight, 19th day of October, 2023, 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 terms and renewals of the agreement between the lead bidding agency 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 Concrete Repair and Installation services in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated for reference.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) Vendor quotes with lead bidding agency pricing and contract number including Form 1295 electronically filed and signed - Attachment A
- c) The City’s Standard Terms & Conditions for Procurements, and Vendor Insurance Requirements– Attachment B
- d) Vendor Contract Documentation with City of Denton Contract #7777 – Attachment C

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

3. PAYMENT

Invoices shall be mailed or emailed directly to:

City of Corinth
Accounts Payable
3300 Corinth Parkway
Corinth, Texas 76208
accountspayable@cityofcorinth.com

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

4. CHANGES

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

5. TERMINATION OF CONTRACT

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

6. COMPLETENESS OF CONTRACT

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

7. INDEMNITY AND INSURANCE

- a) **The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in**

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

- a) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages the insurance coverages required by the attached City's Vendor Insurance Requirements.
- b) 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

Carlos Salazar
 General Superintendent
 Floyd Smith Concrete Inc.
 P.O. Box 1781
 Denton, TX 76202

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

10. MISCELLANEOUS

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

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

CITY OF CORINTH

Scott Campbell, City Manager

Floyd Smith Concrete Inc.

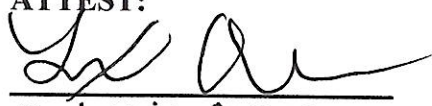


Carlos Salazar, General Superintendent

ATTEST:

Lana Wylie, City Secretary

ATTEST:



By: Lexie Avera
Title: Accounts Receivable

**Attachment A – Vendor Quotes with Lead Bidding Agency Pricing
& Contract Number including Form 1295 electronically filed and
signed**

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

**Attachment C – Vendor Contract Documentation with City of
Denton Contract #7777**

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 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 3/15/2021**

1.0 DEFINITION

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

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

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

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

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

1. General Liability and Automobile Liability Coverage:
 - a. The City, its officers, officials, employees, boards and commissions and volunteers are

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

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

1.1 GENERAL SERVICES REQUIREMENTS

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

CERTIFICATE OF INTERESTED PARTIES

Section H, Item 9.

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.

Floyd Smith Concrete, Inc.
 Denton, TX United States

Certificate Number:
 2022-941449

Date Filed:
 10/06/2022

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, Texas - City of Denton, Texas

Date Acknowledged:

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.

7777

Piggy Backing on City of Denton Contract 7777. Flat work construction installation and repair, concrete sawing, concrete removal, concrete disposal and decorative concrete.

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 Carlos Salazar, and my date of birth is 4/12/1967.

My address is 1003 W. Collins st. Denton TX 76201 USA.
(street) (city) (state) (zip code) (country)

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

Executed in Denton County, State of Texas, on the 6 day of October, 2022.
(month) (year)

Ca Salazar Jr
 Signature of authorized agent of contracting business entity
 (Declarant)



CITY OF CORINTH
Staff Report

Meeting Date:	10/20/2022	Title:	Contract Llano Fence Services
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
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

Consider and act on a contract with Llano Fence Services, for gate and fence supplies, including installation, utilizing the City of Grand Prairie’s Contract, in an amount not to exceed \$450,000, and authorize the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

The city has multiple projects that need fence and gate installation or repair. Staff is proposing to piggyback off the City of Grand Prairie’s contract which expires February 2023. The contract will address fencing and security issues as identified below.

- Public Works Department \$100,000- 1200 N Corinth Street, two pump stations, and two lift stations.
- Joint Public Safety Complex – \$75,000
- City Hall - \$175,000
- Fire House No. 2 - \$100,000

Financial Impact

Funding sources include existing Capital Improvement Plan (CIP) project funds, American Rescue Plan funds, and General and Utility Operating funds.

Applicable Owner/Stakeholder Policy

NA

Staff Recommendation/Motion

Approve the contract with Llano Fence Services, for gate and fence supplies, including installation, in an amount not to exceed \$450,000, and authorize the City Manager to execute the necessary documents.

SERVICE CONTRACT
FENCE SERVICES THROUGH
CITY OF GRAND PRAIRIE CONTRACT #14071

This Contract, is made and entered into this ___ day of _____, 2022 by and between Llano River Fence 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

This Contract shall commence beginning on the 1st day of November, 2022, and shall be in effect for a term of three (4) months, to expire at midnight, February 28, 2023, unless earlier terminated by either party in accordance with the terms of this Contract. This contract may be renewed for one (1) additional one-year period, if agreed upon in writing by both parties, and subject to the terms and renewals between the lead bidding agency 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 Fence Services in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated for reference.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) Vendor quotes with lead bidding agency pricing and contract number and Form 1295 - Attachment A
- c) The City’s Standard Terms & Conditions for Procurements, and Vendor Insurance Requirements– Attachment B
- d) Vendor Contract Documentation with City of Grand Prairie Contract #14071– Attachment C

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

3. PAYMENT

Invoices shall be mailed or emailed directly to:

City of Corinth
Accounts Payable
3300 Corinth Parkway
Corinth, Texas 76208
accountspayable@cityofcorinth.com

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

4. CHANGES

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

5. TERMINATION OF CONTRACT

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

6. COMPLETENESS OF CONTRACT

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

7. INDEMNITY AND INSURANCE

a) **The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in**

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

- b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages 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

Ashanti Smith
 President
 Llano River Fence
 11418 Lake June Road
 Balch Springs, TX 75180

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

10. MISCELLANEOUS

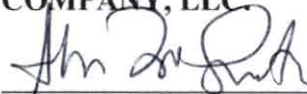
- (a) This Contract shall be governed by the laws of the State of Texas and any action relating to this Contract shall be filed in district court in Denton County, Texas.
- (b) Contractor is an independent contractor and not an employee of the City.
- (c) In rendering services under this Contract, Contractor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

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

CITY OF CORINTH

**LLANO RIVER FENCE
COMPANY, LLC**

Scott Campbell, City Manager




Ashanti Smith, President

ATTEST:

ATTEST:

Lana Wylie, City Secretary



By: Consheda Ashley
Title: Office Administrator

**Attachment A – Vendor Quotes with Lead Bidding Agency Pricing
& Contract Number and Form 1295**

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

**Attachment C – Vendor Contract Documentation with City of
Grand Prairie Contract 14071**

VENDOR AGREEMENT PRICE DETAILS

VENDOR AGREEMENT NAME	19050 - Llano River Fence Primary
DESCRIPTION	Fence Repairs & Replacement
VENDOR NUMBER	18513
AGREEMENT TYPE	SERVICE
PO NUMBER	534

City of Corinth Cost using Grand
Priares Contract 19050

LINE	DESCRIPTION 1	DESCRIPTION 2	COST	UOM
1	FENCING REPAIRS & REPLACEMENT	MUST CHANGE DISTRIBUTION ACCT	\$ 100,000.00	YR

Fencing Repairs & Replacement
Bid Sheet - RFB # 19050

Notes:

All prices shall include any and all delivery fees, including but not limited to freight, fuel surcharge, and environmental fees

Vendor Name:	Llano River Fence
Contact Name:	Ashaph Smith
Email Address:	asmith@llanoriverfence.com
Phone Number:	972-266-4316
City/State:	Belch Springs, TX

Item	Description	Qty	UOM	Price
1	Regular Hourly Rate	1	HOUR	40.00
2	After Hours Hourly Rate	1	HOUR	65.00
3	Weekend Hourly Rate	1	HOUR	65.00
4	Holiday Hourly Rate	1	HOUR	65.00
5	Emergency Hourly Rate	1	HOUR	65.00
6	Percentage Markup for Parts and Supplies	1	%	20
7	Percentage Markup for Subcontracting (ie masonry work)	1	%	10
8	Other Charge (please specify:)	1	EA	
9	Other Charge (please specify:)	1	EA	

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 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 3/15/2021**

1.0 DEFINITION

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

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

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

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

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

1. General Liability and Automobile Liability Coverage:
 - a. The City, its officers, officials, employees, boards and commissions and volunteers are

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

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

1.1 GENERAL SERVICES REQUIREMENTS

A. **Definition:** General Services are defined as services performed on City property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Concessions, etc.

B. **Minimum Limits of Insurance:**

1. Commercial General Liability: \$500,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 1.A.1.

5. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of services under the contract.

2. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.



Contract Coversheet

Dept: * City-Wide

Contract ID: 14071 R3

Contact Name: Alysia Ducote

Contact Phone: * 8045

Contact Email: * aducote@gptx.org

Vendor Name: Llano River Fence Company, LLC

Vendor Email: asmith@llanoriverfence.com

Project Name: Fencing Repairs & Replacements

Summary: R3 of 4

Permanent Retention *

Yes

No

Contract Amount

\$ 100,000.00

Total Contract Amount over all terms

\$ 500,000.00

Account #

Work Order #

Implementation Date

3/1/2022

Termination Date

2/28/2022

Council Approval Date

3/15/2019

Contract Approvals

Department Manager:

Caryn Riggs

Date 1/13/2022

City Attorney Signature

PATRICK M. WILSON

Date 1/14/2022

City Manager Signature

Cheryl Y. De Leon

Date 1/21/2022

City Secretary Signature

Gloria Colvin

Date 1/21/2022

**CITY OF GRAND PRAIRIE
AMENDMENT TO PRICE AGREEMENT**

THIS AMENDMENT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY"), and **LLANO RIVER FENCE COMPANY, LLC** (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide fence repair services, per bid award resulting from vendor's response to RFB #19050, submitted by Ashanti Smith on February 6, 2019; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year periods, totaling \$500,000.00 if all extensions were exercised. The Agreement was effective as of March 12, 2019, and was to terminate at midnight on February 28, 2020, unless the parties mutually agree in writing to extend the term of the Agreement through an allowable renewal option, or unless otherwise terminated as provided in paragraph XVI of the original Agreement; and

WHEREAS, the first of four available renewal options was executed on January 6, 2020 and extend the term of the contract through February 28, 2021; and the second of four available renewal options was executed on January 22, 2021 and extended the term of the contract through February 28, 2022; and

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the CITY and VENDOR agree as follows:

1. The parties mutually agree to execute the third of the four available renewal options and extend the contract expiration to midnight on February 28, 2023 at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and
2. The estimated annual amount to be paid to VENDOR under such contract shall remain the sum of \$100,000.00, to reflect the contract renewal; and
3. VENDOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract, a comprehensive liability insurance policy with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability, worker's compensation, and property damage coverage, in accordance with any CITY ordinance or directive. The minimum limits for this coverage shall be \$1,000,000.00 per occurrence / \$2,000,000 aggregate for general liability and for property damage, and \$1,000,000 combined single limit for automobile liability unless modified in accordance with any ordinance or directive. Insurance obtained by VENDOR shall be primary and noncontributory, and CITY shall be named as an additional insured under the general liability and automobile policies. A provision shall be incorporated in the policies whereby CITY shall be given at least thirty (30) days prior notice of any material change in coverage or of cancellation of such policies, and Vendor shall provide the City with a copy of any such notice of material change in coverage or cancellation of any such policies, within three (3) business days of its receipt of such a notice. For purposes of this section, a material change in coverage includes, but is not limited to, a

reduction in coverage below the amounts required under this agreement. **VENDOR** shall provide a waiver of subrogation in favor of the **CITY** on all coverages and represents that it has taken all actions necessary under the policy or policies for the **City** to have the status of additional insured and to effectuate any required waiver of subrogation. **VENDOR** shall furnish the **CITY** with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Contract; and

4. This shall constitute an authorization for extension of the Agreement as set out in the agreement between the parties, and an amendment to such Agreement. All of the terms and conditions of the original Agreement shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

5. NOTICES

All notices, requests, or other communications (excluding invoices) hereunder must be in writing and transmitted via overnight courier, email, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the **CITY** and **VENDOR** as follows:

CITY:
City of Grand Prairie
ATTN: Alysia Ducote, Sr. Buyer | Purchasing Division
300 W. Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8045 | Email purchasingfax@gptx.org
Accounts Payable Contact: accountspayable@gptx.org

VENDOR:
Llano River Fence
ATTN: Ashanti Smith, President
11418 Lake June Road, Balch Springs, TX, 75180
Phone 972-286-4316 | Email sales@llanoriverfence.com

Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered or emailed; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is 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 registered or certified mail, return receipt requested, and addressed to such party at the address hereinafter specified. Either party hereto may change such party's address for notice to another address within the United States of America, but until written notice of such change is received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

6. VENDOR VERIFIES THAT: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of this contract; and (3) It does not "boycott energy companies." as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the contract.

EXECUTED this the _____ day of _____, 2022.

CITY OF GRAND PRAIRIE, TEXAS

By: *Cheryl Dehn*
Deputy City Manager

LLANO RIVER FENCE COMPANY, LLC

By: *Ashanti Smith*
Printed
Name: Ashanti Smith
Title: President

ATTEST:

for *Mona Lisa Galicia*
Mona Lisa Galicia, City Secretary

APPROVED AS TO FORM:

Megan Mahan
Assistant City Attorney
Megan Mahan, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

Section I, Item 10.

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).

PRODUCER K&S Insurance Agency 2255 Ridge Road, Ste. 333 P. O. Box 277 Rockwall TX 75087		CONTACT NAME: Amberly Hamblin PHONE (A/C, No, Ext): (972) 772-7246 E-MAIL ADDRESS: ahamblin@kandsins.com		FAX (A/C, No): (972) 771-4695	
INSURED Llano River Fence Co. LLC 11418 Lake June Rd Balch Springs TX 75180		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Employers Mutual Casualty Co			21415
		INSURER B: Texas Mutual Insurance Co.			22945
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6D13392	03/10/2021	03/10/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6E13392	03/10/2021	03/10/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6J13392	03/10/2021	03/10/2022	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0001249547	03/10/2021	03/10/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Project: 19050 R1 Fence Repair Services
See Attached for Additional Information.

CERTIFICATE HOLDER

CANCELLATION

City of Grand Prairie P.O. Box 534045 Grand Prairie TX 75053	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
--	---



AGENCY CUSTOMER ID: _____ Section I, Item 10.
 LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY K&S Insurance Agency		NAMED INSURED Llano River Fence Co. LLC	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

The General Liability and Auto Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability endorsement's wording includes both the insured's Ongoing and Completed Operations.

The General Liability and Auto Liability policies contain an endorsement with "Primary and Noncontributory" wording.

The General Liability, Auto Liability and Workers' Compensation policies include blanket automatic waiver of subrogation endorsements that provide this feature, only when there is a written contract between the named insured and the certificate holder that requires it.

***ALWAYS REFER TO THE ATTACHED POLICY FORMS FOR SPECIFIC WORDING OF SUCH COVERAGE, LIMITS, CONDITIONS AND EXCLUSIONS.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION – TEXAS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 60 feet long; and
 - (b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:
 - (1) insureds;
 - (2) claims made or "suits" brought;
 - (3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.
- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3)**, **j.(4)**, **j.(6)** and **k.** do not apply to use of elevators.

This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions Paragraph 4. Other Insurance.**

E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.**, that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. SUBSIDIARIES AS INSURED

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSURED – AS REQUIRED BY CONTRACT

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or become during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

- (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by any vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or
- (ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land;
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- (2) "Bodily injury" or "property damage" occurring after:
 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 - j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.
 Their status as additional insured under this endorsement ends when:
 - 1. The license granted to you by such person(s) or organization(s) expires; or
 - 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
 - k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
 - l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
 - m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**
- If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement, or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
- J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS**
- Section II – Who is an Insured, Paragraph 2.a. (1)** is amended to add the following:
- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".
- Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.
- K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE**
- Section II – Who is an Insured, Paragraph 2.a. (1) (d)** is amended as follows:
- This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.
- However this exception does not apply if you are in the business or occupation of providing any such professional services.
- L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**
- Section II – Who Is An Insured, Paragraph 3.a.** is replaced by the following:
- 3.a.** Coverage under this provision is afforded until the end of the policy period.
- This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.
- M. DAMAGE TO PREMISES RENTED TO YOU**
- Section III – Limits of Insurance, Paragraph 6.** is replaced by the following:
- Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph 7. is replaced by the following:

- 7. Subject to Paragraph 5. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:
 - (a) No Coverage; or
 - (b) \$1,000; or
 - (c) \$5,000; or
 - (d) A limit higher than \$10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph 2. is amended to add the following:

- 1. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.
- 2. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - (1) You, if you are an individual or a limited ability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph 4. **Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph 6. **Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- 2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. Is in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to loss.

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN
CONSTRUCTION CONTRACT – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard" but only if:
 - (1) A written contract requires you to provide such coverage to such additional insured; and
 - (2) The coverage form to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law;
- b. Will not be broader than that which you are required by the contract to provide for such additional insured.
- c. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" takes place subsequent to the execution of such written contract; and

d. Only applies while such written contract is in force.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural, engineering or surveying activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on the behalf of the additional insured.

However, if a written contract requires you to defend or indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to what is required in such written contract.

3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage form.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. AUTOMATIC ADDITIONAL INSUREDS

The **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include the following as an "insured":

- 1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement,

whichever is less.

C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance Condition** in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
 - (a) The organization is a partnership or a joint venture; or
 - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

F. SUBSIDIARIES AS INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

- 1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
- 2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

- 1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
- 2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- 3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.

- a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
- a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

S. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension, covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph **5.** of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Z. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
DESIGNATED INSURED – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are “insureds” under the **Who Is An Insured** provision of the coverage form. This endorsement does not alter coverage provided in the coverage form.

SCHEDULE

Name of Person(s) or Organization(s)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization indicated above is an “insured” for Liability Coverage, but only to the extent that person or organization qualifies as an “insured” under the **Who Is An Insured** provision under the Covered Autos Liability Coverage form and;

The insurance provided to the person(s) or organization(s) shown in the Schedule is Primary Insurance and we will not seek contribution from any other insurance available to that “insured”.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 3/10/21 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001249547 of Texas Mutual Insurance Company effective on 3/10/21

Issued to: LLANO RIVER FENCE CO LLC



Authorized representative

This is not a bill

NCCI Carrier Code: 29939

3/10/21



CITY OF CORINTH
Staff Report

Meeting Date:	10/20/2022	Title:	Ordinance Lake Cities Chamber of Commerce
Ends:	<input checked="" type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
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

Consider and act on an ordinance of the City Council of the City of Corinth Texas authorizing the City Manager to execute an agreement between the City of Corinth and the Lake Cities Chamber of Commerce for the payment and use of Hotel Tax Revenue.

Item Summary/Background/Prior Action

The Agreement for Council consideration is for a term beginning January 1, 2023 through January 31, 2024 for the use of Hotel Occupancy Tax Revenues. The use of these funds is to be for advertising expenditures for the Lake Cities Chamber Bike Rally as authorized by Texas Tax Code 351.101 (a)(3).

Financial Impact

The funds associated with this agreement are budgeted in the Hotel Occupancy Tax Special Revenue Fund. The expenditure is \$5,000.

Staff Recommendation/Motion

Staff recommends approval of the Agreement with the Lake Cities Chamber of Commerce authorizing the use of Hotel Occupancy Tax.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF CORINTH AND THE LAKE CITIES CHAMBER OF COMMERCE FOR THE PAYMENT AND USE OF HOTEL TAX REVENUE; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of Corinth adopted Ordinance No. 08-06-05-15 to impose a hotel occupancy tax pursuant to Chapter 351 of the Tax Code; and

WHEREAS, the City Council of Corinth has determined that the Lake Cities Chamber of Commerce, through the use of Hotel Tax Revenue and pursuant to Chapter 351 of the Tax Code, has the opportunity to be involved with the City’s advertising and promotional activities to promote Corinth as a tourist destination; and

WHEREAS, the City Council deems it appropriate to enter into an agreement with the Lake Cities Chamber of Commerce for the payment and use of hotel tax revenues, as provided herein.

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

SECTION I

The recitals set forth above are true and accurate and are hereby incorporated into the body of this Ordinance as if set forth fully herein.

SECTION II

The City Manager, or his designee, is hereby authorized to execute an agreement between the City of Corinth and the Lake Cities Chamber of Commerce for the payment and use of hotel tax revenue, under the terms and conditions contained in the agreement, attached hereto and made a part hereof for all purposes as Exhibit A.

SECTION III

This Ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED ON THIS THE 20th DAY OF OCTOBER 2022.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Patricia Adams, City Attorney

Exhibit A

**AGREEMENT BETWEEN THE CITY OF CORINTH AND
LAKE CITIES CHAMBER OF COMMERCE PROVIDING FOR
THE PAYMENT AND USE OF HOTEL TAX REVENUE**

THIS AGREEMENT is made between the City of Corinth, Texas, a municipal corporation (the “CITY”), and the Lake Cities Chamber of Commerce, an independent non-profit organization (the “ENTITY”).

WHEREAS, TEXAS TAX CODE chapter 351 authorizes CITY by ordinance to levy a municipal hotel occupancy tax (“hotel tax”) not exceeding seven percent (7%) of the consideration paid by a hotel occupant; and

WHEREAS, by Ordinance No. 08-06-05-15, CITY has provided for the assessment and collection of a municipal hotel occupancy tax in the City of Corinth of seven percent (7%); and

WHEREAS, TEX. TAX CODE § 351.101(a) authorizes CITY to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry by advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity; and

WHEREAS, ENTITY is well equipped to perform those activities; and

WHEREAS, TEXAS TAX CODE § 351.101(c) authorizes CITY to delegate by contract with ENTITY, as an independent entity, the management and supervision of programs and activities of the type described hereinabove funded with revenue from the municipal hotel occupancy tax;

NOW, THEREFORE, in consideration of the performance of the mutual covenants and promises contained herein, CITY and ENTITY agree, and contract as follows:

I. HOTEL TAX REVENUE PAYMENT

1.1 Definitions. As used in this Agreement, the following terms shall have the following specific meanings:

(a) The term “hotel tax revenue” shall mean the gross monies collected and received by CITY as municipal hotel occupancy tax at the rate of seven percent (7%) of the price paid for a room in a hotel, pursuant to Texas Tax Code § 351.002 and City Ordinance. Hotel tax revenue will include penalty and interest related to the late payments of the tax revenue by the taxpayer.

(b) The term “contract quarter” shall refer to any quarter of CITY’s calendar year in which this Agreement is in force. Contract quarters will end on March 31st, June 30th, September 30th, and December 31st of each contract year.

1.2 Consideration. For and in consideration of the activities to be performed by ENTITY under this Agreement, CITY agrees to pay to ENTITY a portion of the hotel tax revenue collected by CITY at the rates and in the manner specified herein (such payments by CITY to ENTITY sometimes herein referred to as the “agreed payments” or “hotel tax funds”).

1.3 Dates of Payments.

In return for satisfactory performance of the activities set forth in this Agreement and all attachments hereto, CITY shall pay to ENTITY an amount of money not to exceed \$5000.00. This amount will be paid in one lump sum after the 25th of January 2023. If, at any point during the Agreement, CITY’S Director of Finance determines that hotel tax receipts by the CITY are not meeting the anticipated budget projection, CITY will reduce its payment to ENTITY and the ENTITY’s current budget, as approved by the Corinth City Council, accordingly, at any time during the Agreement. Payment is subject to refund of any unused or improperly expended funds from the prior contract period, and CITY’s timely receipt of the required quarterly reports.

1.4 Other limitations regarding consideration.

- (a) The consideration herein in no way commits CITY to future funding of this Agreement beyond the initial term of the Agreement. Any future funding is solely the responsibility of ENTITY.
- (b) It is expressly understood that this Agreement in no way obligates the General Fund or any other monies or credits of CITY.
- (c) CITY may withhold further allocations if CITY determines that ENTITY’s expenditures deviate materially from their approved budget.

II. USE OF HOTEL TAX REVENUE

2.1 Use of Funds. For and in consideration of the payment by CITY to ENTITY of the agreed payments of hotel tax funds specified above, ENTITY agrees to use such hotel tax funds only for advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity, as authorized by TEXAS TAX CODE § 351.101(a)(3), and this Agreement, including Exhibit A, attached hereto and incorporated as if set forth fully herein. Funds for any calendar year which are unused by midnight December 31st of that year shall be refunded to CITY within sixty (60) days.

Advertising materials purchased with the hotel occupancy tax funds must be targeted to reach audiences outside the CITY limits. These materials include, but are not limited to, signs, posters, postcards, newsletters, print advertising, digital marketing, billboards, radio and television.

III. RECORDKEEPING AND REPORTING REQUIREMENTS

3.1 Budget.

- (a) ENTITY shall adhere to the budget (Exhibit “A”) as approved by the City Council for each calendar year, for all operations of ENTITY in which the hotel tax funds shall be used by ENTITY. In other words, CITY should be able to audit specifically the purpose of each individual expenditure of hotel tax funds from the separate account relating to hotel tax funds. CITY shall not pay to ENTITY any hotel tax revenues as set forth in Section I of this Agreement during any program year of this Agreement unless a budget for such

respective program year has been approved in writing by the Corinth City Council, authorizing the expenditure of funds.

(b) ENTITY acknowledges that approval of the budget (Exhibit “A”) by the Corinth City Council creates a fiduciary duty in ENTITY with respect to the hotel tax funds paid by CITY to ENTITY under this Agreement. ENTITY shall expend hotel tax funds only in the manner and for the purposes specified in this Agreement, TEXAS TAX CODE §351.101(a) and in the budget as approved by CITY.

(c) Upon the application or consent of ENTITY, the City Manager or his designate may authorize minor amendments to the approved budget as necessary to carry out the intent of this Agreement, in a manner consistent with efficient use of public funds, and in accordance with State law. Such minor amendments may not increase the overall funding set forth in 1.2(b), extend the term, or otherwise alter the performance obligations of ENTITY, without approval of the City Council by ordinance.

3.2 Separate Accounts. ENTITY shall maintain any hotel tax funds paid to ENTITY by CITY in a separate account or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

3.3 Financial Records. ENTITY shall maintain complete and accurate financial records of each expenditure of the hotel tax funds made by ENTITY. These funds are required to be classified as restricted funds for audited financial purposes, and may not be used for contracted services, including, but not limited to, auditing fees or attorney fees. Upon reasonable advance written request of the Corinth City Council, the City Manager or designate, or any other person on behalf of CITY, ENTITY shall make such financial records available for inspection and review by the party making the request. ENTITY understands and accepts that all such financial records, and any other records relating to this Agreement shall be subject to the Public Information Act, TEXAS GOV’T CODE, ch. 552, as hereafter amended.

3.4 Financial Reports. After initial receipt of hotel tax funds, and within thirty (30) days after the end of the program year, ENTITY shall furnish to CITY: (1) a completed financial report, (2) a list of the expenditures or copies of the invoices or receipts made with regard to hotel tax funds pursuant to TEXAS TAX CODE § 351.101(c), social media and/or digital marketing expenditures require invoices to be provided and shall include performance metrics/analytics, and (3) a copy of all financial records (e.g., copies of front and back of cleared checks or bank statements, and other relevant documentation). Both the financial and expenditure reports will be in a form either determined or approved by the City Manager or designate. ENTITY shall respond promptly to any request from the City Manager of CITY, or designate, for additional information relating to the activities performed under this Agreement.

3.5 Notice of Meetings. ENTITY shall give the City Manager of CITY, or his designate, reasonable advance written notice of the time and place of all meetings of ENTITY’s Board of Directors, as well as any other meeting of any constituency of ENTITY, at which this Agreement or any matter subject to this Agreement shall be considered.

IV. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall commence on January 1, 2023 and terminate at midnight on January 31, 2024. However, the program period shall commence on January 1, 2023, and terminate at midnight on December 31, 2023. Only those expenditures authorized by Chapter 351 of the Texas Tax Code and the program guidelines, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to CITY upon termination of this Agreement. This Agreement may renew for additional one (1) year periods upon written agreement of Parties hereto.

4.2 Termination Without Cause.

(a) This Agreement may be terminated by either party, with or without cause, by giving the other party sixty (60) days advance written notice.

(b) In the event this Agreement is terminated by either party pursuant to 4.2(a), CITY agrees to reimburse ENTITY for any contractual obligations of ENTITY undertaken by ENTITY in satisfactory performance of those activities specified in 2.1 above, and that were approved by the Council through the budget, as noted in 3.1. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in 2.1 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement. Notwithstanding any provision hereof to the contrary, the obligation of CITY to reimburse ENTITY, or to assume the performance of any contractual obligations of ENTITY, for or under any contract entered into by ENTITY as contemplated herein, shall not exceed 66 2/3% of the current quarterly payment.

(c) Further, upon termination pursuant to 4.2(a), ENTITY will provide CITY: 1) within ten (10) business days from the termination notification, a short-term budget of probable expenditures for the remaining sixty (60) day period between termination notification and contract termination. 2) within thirty (30) days, a full accounting of all expenditures not previously audited by CITY; 3) within five (5) business days of a request from CITY, a listing of expenditures that have occurred since the last required reporting period; 4) a final accounting of all expenditures and tax funds on the day of termination. ENTITY will be obligated to return any unused funds, or funds determined to be used improperly. Any use of remaining funds by ENTITY after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in 2.1 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

4.3 Automatic Termination. This Agreement shall automatically terminate upon the occurrence of any of the following events:

(a) The termination of the legal existence of ENTITY;

- (b) The insolvency of ENTITY, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by ENTITY for the benefit of creditors;
- (c) The continuation of a breach of any of the terms or conditions of this Agreement by either CITY or ENTITY for more than thirty (30) days after written notice of such breach is given to the breaching party by the other party; or
- (d) The failure of ENTITY to submit a financial report which complies with the reporting procedures required herein and generally accepted accounting principles prior to the beginning of the next contract term, as required by 1.3 hereof.

4.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

4.5 In the event that this Agreement is terminated pursuant to 4.3 or 4.4, ENTITY agrees to refund any and all unused funds, or funds determined by CITY to have been used improperly, within thirty (30) days after termination of this Agreement.

V. GENERAL PROVISIONS

5.1 Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by ENTITY with another private entity, person, or organization for the performance of those services described in 2.1 above. In the event that ENTITY enters into any arrangement, contractual or otherwise, with such other entity, person or organization, ENTITY shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement and to TEXAS TAX CODE ch. 351, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments and hotel tax funds.

5.2 Independent Contractor. ENTITY shall operate as an independent contractor as to all services to be performed under this Agreement and not as an officer, agent, servant, or employee of CITY. ENTITY shall have exclusive control of its operations and performance of services hereunder, and such persons, entities, or organizations performing the same, and ENTITY shall be solely responsible for the acts and omissions of its directors, officers, employees, agents, and subcontractors. ENTITY shall not be considered a partner or joint venturer with CITY, nor shall ENTITY be considered, nor in any manner hold itself out as, an agent or official representative of CITY.

5.3 Indemnification. ENTITY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR INJURIES, DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE BY ENTITY OF THOSE SERVICES CONTEMPLATED BY THIS

AGREEMENT, INCLUDING ALL SUCH CLAIMS OR CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL OR STATUTORY LAW, OR BASED, IN WHOLE OR IN PART, UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OF ENTITY, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, LICENSEES AND INVITEES.

5.4 Assignment. ENTITY shall not assign this Agreement without first obtaining the written consent of CITY.

5.5 Notice. Any notice required to be given under this Agreement or any statute, ordinance, or regulation, shall be effective when given in writing and deposited in the United States mail, certified mail, return receipt requested, or by hand-delivery, addressed to the respective parties as follows:

CITY

Lee Ann Bunselmeyer
CITY OF CORINTH
3300 Corinth Pkwy
Corinth TX 76208

ENTITY

LAKE CITIES CHAMBER OF
COMMERCE
3101 Garrison Street
Corinth, TX 76210

5.6 Inurement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of CITY and ENTITY and their respective successors and assigns.

5.7 Application of Laws/Venue. All terms, conditions, and provisions of this Agreement are subject to all applicable federal laws, the laws of the State of Texas, the Charter of the City of Corinth, all ordinances passed pursuant thereto, and all judicial determinations relative thereto. Exclusive venue for any cause of action that may arise pursuant to this Agreement shall lie in Denton County, Texas.

5.8 Exclusive Agreement. This Agreement contains the entire understanding and constitutes the entire agreement between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, express or implied, between or among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein. The terms and conditions of this Agreement shall prevail, notwithstanding any variance in this Agreement from the terms and conditions of any other document relating to this transaction or these transactions.

5.9 Duplicate Originals. This Agreement is executed in duplicate originals.

5.10 Headings. The headings and subheadings of the various sections and paragraphs of this Agreement are inserted merely for the purpose of convenience and do not express or imply any limitation, definition, or extension of the specific terms of the section and paragraph so designated.

5.11 Severability. If any section, subsection, paragraph, sentence, clause, phrase or word in this Agreement, or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Agreement, and the parties hereby declare they would have enacted such remaining portions despite any such invalidity.

5.12 Insurance. ENTITY shall provide insurance as follows:

1. \$500,000 Commercial General Liability, or \$1,000,000 Event Insurance, covering all events taking place on City-owned property,
2. \$250,000 Liquor/Dram Shop Liability for any event occurring on City-owned property where alcohol will be provided or served.
3. Municipality shall be named as an additional insured on ENTITY’s insurance coverage. A waiver of subrogation shall be provided on all coverages.
4. Prior to commencement of services pursuant to this Agreement, ENTITY shall submit certificates of insurance acceptable to CITY.

THE CITY OF CORINTH, TEXAS

By: _____
Scott Campbell
City Manager

Date of Execution: _____

ATTEST:

By: _____
Lana Wylie
City Secretary

Date of Execution: _____

LAKE CITIES CHAMBER OF COMMERCE

By: _____

Name: _____

Title: _____

Date of Execution: _____



CITY OF CORINTH
Staff Report

Meeting Date:	10/20/2022	Title:	Ordinance Catalytic Converters
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
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

Consider and act on an ordinance amending Chapter 130 “Offenses Against City Regulations” of Title XIII “General Offenses” of the Code of Ordinances of the City of Corinth, creating a new section 130.05 entitled “Possession of Catalytic Converters” and amending Section 130.01 “Definitions”; prohibiting the possession of used catalytic converters and providing exceptions to the same.

Item Summary/Background/Prior Action

Stealing catalytic converters from the underside of motor vehicles has become a popular crime across the United States. The catalytic converter is a part of the vehicle’s exhaust system. It converts toxic exhaust gases into less-toxic pollutants. The rhodium, palladium, and platinum contained inside the converter are precious metals which can be sold for cash at scrap metal dealers. The “average” converter may bring around \$200 at a scrap yard. The converters on certain high-dollar vehicles may be worth over \$2,000. The crime is popular with drug addicts and criminals who can use a battery-powered saw to remove a catalytic converter from a vehicle in two minutes or less. The Corinth Police Department has received almost 50 reports of these thefts occurring in our city this year. Nearby Denton has already had about 240 reported.

It is possible that the Texas Legislature will pass additional laws increasing the penalty for these crimes during its next session. But catching a criminal in the act of committing this quick crime is difficult. To that end several localities in Texas have adopted municipal ordinances regarding these offenses. These laws make it illegal for anyone other than a metal recycler to possess a used catalytic converter unless the individual can prove he or she is in legitimate possession of the item. Such an ordinance provides law enforcement officers with a tool for investigating further when, say, a driver is stopped at 3 a.m. with two catalytic converters in his back seat.

The ordinance proposed for passage in Corinth is patterned closely after one passed in The Colony. Police Department staff believes that the ordinance would aid Corinth police officers in investigating and ultimately reducing the number of catalytic converter thefts.

Staff Recommendation/Motion

Staff recommends approval as presented.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AMENDING CHAPTER 130 “OFFENSES AGAINST CITY REGULATIONS” OF TITLE XIII “GENERAL OFFENSES” OF THE CODE OF ORDINANCES OF THE CITY OF CORINTH BY CREATING A NEW SECTION 130.05 TO BE ENTITLED “POSSESSION OF CATALYTIC CONVERTERS” AND BY AMENDING SECTION 130.01 “DEFINITIONS”; PROHIBITING THE POSSESSION OF USED CATALYTIC CONVERTERS AND PROVIDING FOR EXCEPTIONS TO THE SAME; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AN AMENDMENT; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Corinth, Texas finds and determines that it would be advantageous and beneficial to the citizens of the City to amend the Code of Ordinances as set forth herein; and

WHEREAS, due to the precious metals of rhodium, palladium, and platinum contained in catalytic converters, the National Insurance Crime Bureau has reported that claims of catalytic converter thefts rose nationally from 3,389 in 2019 to 14,433 in 2020; and

WHEREAS, the City of Corinth (“City”) had a total of 41 catalytic converter thefts during calendar year 2022; and

WHEREAS, on September 1, 2021, Texas H.B. 4110, codified as Subchapter A-3, Chapter 1956 of the Texas Occupations Code, was enacted to address this issue; however, the new law addressed only those trying to sell or purchase catalytic converters; and

WHEREAS, the intent of the state regulation was to attempt to address the problem by regulating metal recycling facilities; however, due to the increase in the number of catalytic converter thefts impacting residents of Corinth and surrounding communities, there is a need for a local law to allow law enforcement officers to be proactive in its efforts to prevent catalytic converter theft prior to the point that a perpetrator attempts to sell stolen catalytic converters; and

WHEREAS, the ordinance allows persons charged with an offense of possessing a stolen catalytic converter to present documentation similar to that designated sufficient by State law to prove lawful ownership; and

WHEREAS, City staff recommends adopting an ordinance focused on the possession of cut or unbolted catalytic converters, which are common methods to remove the catalytic converters during theft as set forth herein;

WHEREAS, the City Council has determined that the interests of public health, safety and welfare are served by the adoption of this Ordinance prohibiting the unlawful possession of catalytic converters;

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
AMENDMENTS

2.01. Chapter 130 “Offenses Against City Regulations” of Title XIII “General Offenses” of the Code of Ordinances of the City of Corinth, Texas is hereby amended by amending Section 130.01 “Definitions” to add the following definitions in alphabetic order and all other definitions contained within Section 130.01 shall remain the same:

§ 130.01 – DEFINITIONS.

...

CATALYTIC CONVERTER. An exhaust emission control device that reduces toxic gasses and pollutants from internal combustion; this includes any material removed from a catalytic converter.

...

METAL RECYCLING ENTITY. A business that is operated from a fixed location and is predominantly engaged in the practice as defined in the Texas Occupations Code, Title 12, Chapter 1956, as amended.

...

PERSON. Any individual, corporation, partnership, association, organization or similar entity.

2.02. Chapter 130 “Offenses Against City Regulations” of Title XIII “General Offenses” of the Code of Ordinances of the City of Corinth, Texas is hereby amended by adding a new Section 130.05 “Possession of Catalytic Converters” to read as follows:

§ 130.05 – POSSESSION OF CATALYTIC CONVERTERS.

(A) It shall be unlawful for any Person, other than a metal recycling entity, to intentionally, knowingly or recklessly possess a catalytic converter as defined in section 130.01, including without limitation a cut or un-bolted catalytic converter, that was removed from a motor vehicle.

(B) Affirmative Defense. It is an affirmative defense to the prosecution for an offense under section 130.05(a) if the person or entity:

(1) Provides proof of ownership of the motor vehicle from which the converter was removed, and can reasonably provide documentation or other evidence linking the catalytic converter to the vehicle, such as:

- a. the year, make, model and vehicle identification number for the vehicle from which the catalytic converter was removed; and
- b. a copy of the certificate of title or other documentation indicating that the Person has an ownership interest in the vehicle; or

- (2) The Person presents proof that the possession of the catalytic converter lawfully passed from the owner of the vehicle from which the catalytic converter was removed to the Person in possession of the converter; or
- (3) The Person presents proof that the catalytic converter was purchased from the owner of the catalytic converter who had lawful possession and ownership of the catalytic converter prior to its sale.”

SECTION 3
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances of the City of Corinth 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 or where expressly repealed hereby. 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.

SECTION 4
SEVERABILITY

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

SECTION 5
SAVINGS/CONFLICT

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

SECTION 6
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, provided, however, that in all cases involving an intentional, knowing, reckless or criminally negligent violation of any provision of this ordinance or Code of Ordinances, as amended hereby, governing public health shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense.

SECTION 7
PUBLICATION/EFFECTIVE DATE

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this the ____ day of _____ 2022.

APPROVED:

Bill Heidemann, Mayor
City of Corinth, Texas

ATTEST:

Lana Wylie, City Secretary
City of Corinth, Texas

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney



CITY OF CORINTH
Staff Report

Meeting Date:	10/20/2022	Title:	Appointments Boards, Commissions, and Committees
Ends:	<input checked="" 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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
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

Consider and act on nominations, appointments, resignations, and removal of board, commission, and committee members.

Item Summary/Background/Prior Action

Boards and commissions play an important role in assisting the City Council with fulfilling its obligations to the residents of Corinth. Participation on a board or commission provides residents an opportunity to understand the governmental process and perform a vital role in the communication process between the residents of Corinth and elected officials.

The Council is to consider placement on the following boards and commissions.

- Planning & Zoning Commission
- Board of Adjustment/Board of Construction Appeals

A board, commission or committee member may be removed and the board, commission or committee member's position may be declared vacant if any member misses three (3) consecutive regularly scheduled meetings or misses more than 25% of the regular meetings during a term year. The authority of the City Council to remove or replace members is not limited to term expiration.