

****PUBLIC NOTICE****



CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, October 03, 2024 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: www.cityofcorinth.com/remotesession

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

- 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 the Ethics Ordinance and Committee.
 - [2.](#) Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.
- D. ADJOURN WORKSHOP**
- E. CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE**
- F. PROCLAMATIONS AND PRESENTATIONS**
 - [1.](#) Proclamation celebrating the Inaugural 2024 Texas Teachers' Day, October 5th.
- 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 19, 2024, City Council Meeting.
 - [3.](#) Consider and act on a contract for engineering plan review services with Shield Engineering PLLC in the amount of \$200,000 and authorize the City Manager to execute the necessary documents.
 - [4.](#) Consider and act on a contract with Holbrook Asphalt Company, through the City of Hurst's Contract, for asphalt sealing services for Fiscal Year 2024-2025, in an amount not to exceed \$200,000 and authorize the City Manager to execute the necessary documents.
 - [5.](#) Consider and act on Bid#1176, for FY2024-2025 year contract with Atlas Utility Supply Company for water and wastewater parts, in an amount not to exceed \$151,099 and authorize the City Manager to execute the necessary documents, as a result of the competitive bidding process via Invitation to Bid 1176.
- I. BUSINESS AGENDA**
 - [6.](#) Consider and act on an Interlocal Agreement between the City of Corinth, Texas and the City of Lake Dallas, Texas for Fire Protection, Emergency Medical and Fire Prevention Services.

7. Consider and act on an Interlocal Agreement between the City of Corinth, Texas and the Town of Hickory Creek, Texas for Fire Protection, Emergency Medical and Fire Prevention Services.
8. Consider and act on an Interlocal Agreement between the City of Corinth, Texas and the Town of Shady Shores, Texas for Fire Protection, Emergency Medical and Fire Prevention Services.
9. Consider and act on a contract change order with Byrne Construction Services for Agora Park, Contract No 1635, in the amount of \$5,710.
10. Consider and act on the appointment of Chair and Vice Chair of the Planning & Zoning Commission.
11. Consider and act on nominating up to five individuals to serve on the Denton Central Appraisal District Board of Directors, to serve a three-year term beginning on January 1, 2025.

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.

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

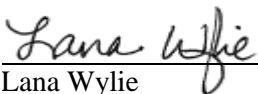
- a. City Manager duties/oversight regarding personnel and department structure.

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 30th day of September 2024, at 5:00 P.M., on the bulletin board at Corinth City Hall.



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH Staff Report

Meeting Date:	10/3/2024	Title:	Review Ethics Ordinance/Committee
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<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 Ethics Ordinance and Committee.

Item Summary/Background/Prior Action

During the August 26 City Council meeting for board and commission interviews, Council directed staff to review the current structure and process for the Ethics Board for future Council discussion and possible amendments. At the October 3 City Council workshop, staff will provide recommendations and seek Council input to facilitate a potential ordinance for consideration at the 10-17-24 Council meeting.

Applicable Policy/Ordinance

Ordinance No. 18-08-02-22 (attached)

ORDINANCE NO. 18-08-02-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS REPEALING CHAPTER 39, "CODE OF ETHICS" OF TITLE III, "ADMINISTRATION" OF THE CODE OF ORDINANCES OF THE CITY OF CORINTH AND ADOPTING A NEW CHAPTER 39, "CODE OF ETHICS" OF TITLE III, "ADMINISTRATION" OF THE CODE OF ORDINANCES OF THE CITY OF CORINTH; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AN AMENDMENT TO ADOPT THE CODE OF ETHICS WITH PROVISIONS APPLICABLE TO CURRENT AND FORMER CITY OFFICIALS, VENDORS AND COMPLAINANTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING SEVERABILITY; 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 Texas Local Government Code; and

WHEREAS, on April 7, 2005, the City Council adopted Ordinance No. 05-04-10 which was codified as Chapter 39, "Code of Ethics" of Title III, "Administration" of the Code of Ordinances of the City of Corinth; and

WHEREAS, since the adoption of Chapter 39, the City Council has determined it appropriate to review and update the existing Code of Ethics to determine if amendments are appropriate; and

WHEREAS, with the assistance of the City's Board of Ethics and University of Texas Graduate Capstone Students, the existing Code of Ethics was reviewed; and

WHEREAS, the Board of Ethics conducted four public work sessions to discuss the provisions of the Code of Ethics, Best Practices in the field of municipal ethics were reviewed and incorporated, and upon that basis, a draft Code of Ethics was submitted for consideration by the City Council; and

WHEREAS, having review and discussed the proposed draft, the City Council has determined that the proposed amendments to the existing Code of Ethics, Chapter 39 of Title III of the Code of Ordinances, are reasonable and provide a basis for continuing public confidence in the conduct of the business and affairs of the City; and

WHEREAS, the City Council finds and determines that existing Chapter 39 Code of Ethics should be repealed in its entirety and the newly proposed Chapter 39, "Code of Ethics" as set forth herein should be adopted.

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

SECTION 1.

INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2.

AMENDMENTS

2.01 Chapter 39, "Code of Ethics" of Title III, "Administration" of the Code of Ordinances of the City of Corinth is hereby repealed in its entirety and a new Chapter 39, "Code of Ethics" of Title III, "Administration" of the Code of Ordinances of the City of Corinth is hereby adopted and shall read in its entirety as follows:

"DIVISION 1. GENERAL

Sec. 39.01. Purpose

The purpose of this Article is to foster an environment of integrity for those that serve the City of Corinth and our citizenry. The City Council enacted this Chapter in order to increase public confidence in our municipal government. It is the policy of the City that all City Officials and employees shall conduct themselves in a manner that assures the public that we are faithful stewards of the public trust. City Officials have a responsibility to the citizens to administer and enforce the City Charter and City Ordinances in an ethical manner. To ensure and enhance public confidence in our municipal government, each City Official must strive not only to maintain technical compliance with the principles of conduct set forth in this Chapter, but to aspire daily to carry out their duties objectively, fairly, and lawfully.

It is not the purpose of this Chapter to provide a mechanism to defame, harass or abuse their political opponents, or publicize personal grudges.

Sec. 39.02. Applicability

This Chapter applies to the following persons:

- a) City Officials;
- b) Former City Officials whose separation from city service occurred less than one (1) year ago;
- c) Vendors; and
- d) Complainant(s).

Sec. 39.03. Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accepted Complaint: a sworn allegation of a violation of this Chapter after the required documentation has been submitted to the City Secretary to be passed to the Committee Chair, and determined to be administratively complete.

Accused: a City Official who has been charged in a Complaint with having violated this Chapter.

Actionable Complaint: an Accepted Complaint that has been deemed by a quorum of the Commission to contain allegations and evidence that, if accepted as true, would support a finding that a violation of this Chapter occurred.

Advisory Opinions: written rulings regarding the application of this Chapter to a particular situation of behavior.

Baseless Complaint: a Complaint that does not allege conduct that would constitute a violation of this Chapter, or that does not provide evidence that, if true, would support a violation of this Chapter.

Board of Ethics: the oversight entity established by the Council to administer this Chapter.

Board Member: for the purposes of this Chapter, a person that is currently appointed to the Economic Development Corporation, Finance Audit Committee, Board of Construction Appeals, Zoning Board of Adjustments, Planning and Zoning Commission, Ethics Commission and Keep Corinth Beautiful Members.

Business Entity: a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized by law.

Candidate: a person who has filed an application for a place on a ballot seeking public office, or one who has publicly announced the intention to do so.

Chapter: the Code of Ethics for the City of Corinth codified as Chapter 39, "Code of Ethics" of Title III, "Administration" of the Code of Ordinances of the City.

City: the City of Corinth in the County of Denton and State of Texas.

City Official: for the purposes of this Chapter, the term consists of the City Council, Economic Development Corporation, Finance Audit Committee, Board of Construction

Appeals, Zoning Board of Adjustments, Planning and Zoning Commission, Ethics Commission and Keep Corinth Beautiful Members.

Code: the Code of Ordinances of the City of Corinth, Texas, as such Code may be amended from time to time.

Committee: an ad hoc Board of Ethics subcommittee consisting of three (3) out of the five (5) members assigned by the City Secretary on a rotating basis.

Committee Chair: the person appointed to serve in the capacity provided for by Section 39.14 "Preliminary Assessment" of this Chapter.

Complainant: the individual who submitted a Complaint to the City.

Complaint: written documentation submitted to the City accusing a City Official of violating this Chapter.

Confidential Information: any written information that could or must be excepted from disclosure pursuant to the Texas Public Information Act, if such disclosure has not been authorized; or any non-written information which, if it were written could be excepted from disclosure under that Act, unless disclosure has been authorized.

Conflicting Interest: a stake, share, or involvement in an undertaking in the form of any one (1) or more of the following:

- 1) Ownership of five percent (5%) or more voting shares or stock in a business entity;
- 2) Receipt of more than six-hundred dollars (\$600.00) in gross annual income from a business entity;
- 3) Ownership of more than six-hundred dollars (\$600.00) of the fair market value of a business entity;
- 4) Ownership of an interest in real property with a fair market value of more than six-hundred dollars (\$600.00);
- 5) Serves on the Board of Directors or as an Officer of a business entity; and/or
- 6) Serves on the Board of Directors or as an Officer of a nonprofit corporation.

The term Conflicting Interest shall not include ownership of an interest in a mutual or common investment fund that holds securities or assets unless the City Official participates in the management of the fund.

Council: the governing body of the City of Corinth, Texas, including the Mayor and City Council.

Deliberations: discussions by a City Official at the dais, voting as a City Official, presentations as a member of the audience before City Council or any City Board or Commission, conversing to or corresponding with other City Officials.

Frivolous Complaint: a sworn Complaint that is groundless and brought in bad faith or groundless and brought for the purpose of harassment.

Gift. Anything of monetary value, such as personal property, real property, services, meals, entertainments, and travel expenses. This definition shall not apply to:

- 1) a lawful campaign contribution;
- 2) meals, lodging, transportation and related travel expenses paid for (or reimbursed by) the City in connection with the City Official's attendance at a conference, seminar or similar event;
- 3) meals, lodging, transportation, or entertainment furnished in connection with public events, appearances or ceremonies related to official City business, if furnished by the sponsor of such public events;
- 4) complimentary copies of trade publications and other related materials;
- 5) attendance at hospitality functions at local, regional, state or national association meetings and/or conferences;
- 6) Any gift which would have been offered or given to the City Official because of a personal, familial professional relationship regardless of the City Official's capacity with the City;
- 7) tee shirts, caps and other similar promotional material;
- 8) complimentary attendance at political or charitable fund raising events.

Pending Matter: an application seeking approval of a permit or other form of authorization required by the City, State or Federal law; a proposal to enter into a contract or arrangement with the City for the provision of goods, services, real property or other things of value; a case involving the City that is (or is anticipated to be) before a civil, criminal or administrative tribunal.

Person: associations, corporations, firms, partnerships and bodies politic and corporate, as well as to individuals.

Relative: a family member related to a City Official within the second degree of affinity (marriage) or consanguinity (blood or adoption).

Shall: a mandatory obligation, not a permissive choice.

Special Counsel: an independent, outside attorney engaged by the City to advise the City as an organization and/or the Board of Ethics.

Vendor: a person who provides or seeks to provide goods, services, real property to the City in exchange for compensation.

Sec. 39.04. Expectations

- a) City Officials are expected to conduct themselves in a manner that fosters public trust.
- b) City Officials are charged with performing their public duties in a way that projects their own personal integrity and upholds the integrity of the organization.
- c) City Officials must avoid behavior that calls their motives into question and erodes public confidence.
- d) City Officials shall place the municipality's interests and the concerns of those the City serves above personal, individual interests.
- e) Those who serve the City are expected to value honesty, trustworthiness, diligence, objectivity, fairness, due process, efficiency, and prudence as values the City professes.
- f) City Officials must balance transparency with the duty to protect personal privacy and preserve the confidential information with which the City has been entrusted.

Sec. 39.05. Cumulative & Non-Exclusive

This Chapter is cumulative of and supplemental to all applicable provisions of the City Charter, Code, other City Ordinances, and State/Federal laws and regulations. Compliance with this Chapter does not excuse or relieve any person from any obligation imposed by any other provision of the Code, City Ordinance, or State/Federal laws and regulations. Attempts to enforce this Chapter shall not be construed as foreclosing or precluding other enforcement options provided by other law.

DIVISION 2. RULES OF CONDUCT

Sec. 39.06. Mandates

- a) **Duty to Report.** City Officials shall immediately report any conduct that the person knows to be a violation of this Chapter. Failure to report a violation of this Chapter is a violation of this Chapter. For purposes of this section, a report made to a fraud, waste or abuse 3rd party hotline, if any, shall be considered to be a report under this Section.
- b) **Direction and Supervision of Employees, Non-Interference by the City Council: Appointment and Removal of Department Heads.**
 - 1) Except for the purposes of inquiries and investigations as provided by the City Charter or otherwise by law, the City Council or its members shall deal with Board Members and employees who are subject to the direction and supervision of the City Manager solely through the City Manager, either publicly or privately.
 - 2) Neither the City Council nor any of its members shall direct or request the appointment of any person to, or removal from, office by the City Manager or by any other City employee.
 - 3) The City Manager shall be responsible for and have the authority to appoint, suspend, and/or remove any of the directors of the departments of the City of Corinth.
- c) **Financial Disclosures.** All Candidates for City Council, including Candidates for Mayor, shall file financial information reports as required by, and in accordance with, State law. All prospective Vendors and City Officials shall file disclosure forms as required by, and in accordance with, State law.

Sec. 39.07. Prohibitions

- a) **Conflicts of Interest.**
 - 1) *Deliberation Prohibited.* It shall be a violation of this Chapter for a City Official to knowingly deliberate regarding a pending matter for which the City Official has a Conflicting Interest. City Officials with a Conflicting Interest in a pending matter must recuse themselves and abstain from Deliberations. It is an exception to this recusal requirement if a majority of the Board or Commission on which the City Official serves is composed of persons who are likewise required to file (and who do file) disclosures on the same pending matter.

- 2) *Disclosure Required.* If a City Official has a Conflicting Interest in a pending matter, the City Official shall disclose the nature of the conflicting interest by filing a sworn statement with the City Secretary.
- 3) *Relative.* A City Official is considered to have a Conflicting Interest if the City Official's Relative has a conflicting interest.

b) Gifts.

- 1) *General.* It shall be a violation of this Chapter for a City Official to accept any Gift that might reasonably tend to influence such City Official in the discharge of official duties.
- 2) *Specific.* It shall be a violation of this Chapter for a City Official to accept any Gift for which the fair market value is one-hundred dollars (\$100.00) or greater. It shall be a violation of this Chapter for a City Official to accept multiple Gifts from a single source for which the cumulative fair market value exceeds one-hundred dollars (\$100.00) in a single fiscal year.
- 3) It shall be a violation of this Chapter for a Vendor to offer or give a Gift to a City Official exceeding one-hundred dollars (\$100.00) per Gift, or multiple Gifts cumulatively valued at more than one-hundred dollars (\$100.00) per a single fiscal year.

c) Representation of Others.

- 1) *Current City Officials.* It shall be a violation of this Chapter for a City Official to represent for compensation any person, group, or entity before the City.
- 2) *Former City Officials.* It shall be a violation of this Chapter for a City Official to represent for compensation any person, group, or entity before the City for a period of one (1) year after termination of official duties.
- 3) For purposes of this subsection, the term compensation means money or any other thing of value that is received, or is to be received, in return for or in connection with such representation.

d) Improper Influence. It shall be a violation of this Chapter for a City Official to use such person's official title/position to:

- 1) Secure special privileges or benefits for such person or others;
- 2) Grant any special consideration, treatment or advantage to any citizen, individual, business organization or group beyond that which is normally available to every other citizen, individual, business organization or group;

- 3) Assert the prestige of the City Official's position for the purpose of advancing or harming private interests;
- 4) State or imply that the City Official is able to influence City action or any basis other than the merits; or
- 5) State or imply to state or local governmental agencies that the City Official is acting as a representative of the City, as an organization, or as a representative of the City Council without first having been authorized by the City Council to make such representation.

e) **Misuse of Information.**

- 1) *Personal Gain.* It shall be a violation of this Chapter for a former City Official to use any Confidential Information to which he had access by virtue of his official capacity and which has not been made public concerning the property, operations, policies, or affairs of the City, to advance any personal financial interest.
- 2) *Confidential Information.* It shall be a violation of this Chapter for a City Official to intentionally, knowingly, or recklessly disclose any Confidential Information gained by reason of said City Official's position concerning the property, operations, policies or affairs of the City. This rule does not prohibit the reporting of illegal or unethical conduct to authorities designated by law.

- f) **Abuse of Resources.** It shall be a violation of this Chapter for a City Official to use, request, or permit the use of City facilities, personnel, equipment, software, supplies, or staff time for private purposes (including political purposes), except to the extent and according to the terms that those resources are generally available to the City Council for official City purposes.

- g) **Abuse of Position.** It shall be a violation of this Chapter for any City Official to:

- 1) *Harassment & Discrimination.* Use the City Official's position to harass or discriminate against any person based upon ethnicity, race, gender, gender identity, sexual orientation, marital status, parental status, or religion.
- 2) *Interference.* Interfere with any criminal or administrative investigation alleging the violation of any provision of this Chapter, the City Charter, administrative policy or executive order in any manner, including but not limited to seeking to persuade or coerce City employees, or others to withhold their cooperation in such investigation is a violation of this Chapter.

- h) **Subsequent Work on Prior Projects.** It shall be a violation of this Chapter for any former City Official, within one (1) year of the cessation of official duties for the

City, to perform work on a compensated basis relating to a City contract or arrangement for the provision of goods, services, real property or other things of value, if while in City service the former City Official personally and substantially participated in the negotiation, award or administration of the contract or other arrangement.

- i) **Travel.** It shall be a violation of this Chapter for any City Official to violate the Travel and Training Policy adopted by City Council, as amended.

DIVISION 3. IMPLEMENTATION

Sec. 39.08. Staffing

The City Secretary's Office shall be responsible to provide staff support to the Board of Ethics to assist in the implementation and enforcement of this Chapter.

Sec 39.09. Legal Counsel

- a) **City Attorney.** The City Attorney shall provide legal support to the Board of Ethics.
- b) **Special Counsel.** Independent, outside legal services shall be engaged by the City Attorney on the City's behalf to provide legal support to the Board of Ethics when:
 - 1) In the City Attorney's discretion it is necessary in order to comply with the Texas Disciplinary Rules of Professional Conduct (for lawyers), or is in the best interest of the City; or
 - 2) When the City Council deems Special Counsel is necessary.

Sec. 39.10. Training

- a) **Curriculum.** The City Secretary shall approve a training program that provides an introduction and overview of the expectation, mandates and prohibitions provided for by this Chapter.
- b) **Orientation.** City Officials shall complete training session regarding this Chapter within ninety (90) days of commencing the official duties.

- c) **Annual.** City Officials shall complete an annual training session regarding this Chapter.
- d) **Exiting Officials.** Information shall be provided by the City Secretary to City Officials terminating City service regarding the continuing restrictions on the representation of others by certain former City Officials.

Sec. 39.11. Board of Ethics

- a) **Creation.** There is hereby created a Board of Ethics for the City of Corinth.
- b) **Appointment.** The Board of Ethics shall be appointed by majority vote of the City Council.
- c) **Number.** The Board of Ethics shall consist of five (5) members.
- d) **Terms.** Board of Ethics members shall be appointed for two (2) year, staggered terms. Members may be reappointed for successive terms. Appointment to fill a vacancy shall be for the remainder of the unexpired term. Members of the inaugural Board of Ethics shall draw straws to determine which (3) members shall receive an initial term of one (1) year in order to stagger terms.
- e) **Eligibility.** Membership on the Board of Ethics is limited to residents of the City of Corinth.
- f) **Ineligibility.** The following shall disqualify a person from serving on the Board of Ethics:
 - 1) Current service as a City Official on a board or commission other than the Board of Ethics;
 - 2) Separation from city service as a City Official within one (1) year of the appointment;
 - 3) Familial relations within the first (1st) degree of affinity (marriage), or the first (1st) degree of consanguinity (blood or adoption), with another City Official;
 - 4) Current service as an elected official in Denton County; or
 - 5) Conviction of a felony, or crime of moral turpitude.

- g) **Scope of Authority.** The Board of Ethic's jurisdiction shall be limited to implementation and enforcement of this Chapter.
- h) **Amendments.** The Board of Ethics may recommend amendments to this Chapter. A recommendation from the Board of Ethics is not required for the City Council to exercise its discretion in amending this Chapter.

Sec. 39.12. Advisory Opinions

- a) **Requests.** Any City Official may request an Advisory Opinion on a question of compliance with this Chapter. Requests shall be submitted in writing to the City Secretary, who shall assign the request to the Committee.
- b) **Issuance.** A Committee of the Board of Ethics shall issue Advisory Opinions upon request. Advisory Opinions shall be issued within thirty (30) days of receipt of the request.
- c) **Reliance.** It shall be an affirmative defense to a Complaint that the Accused reasonably relied in good faith upon an Advisory Opinion issued by a Committee. In making a determination on the proper disposition of a Complaint, the Board of Ethics may dismiss the Complaint if the Board finds that:
 - 1) The Accused requested an Advisory Opinion;
 - 2) The request for an Advisory Opinion fairly and accurately disclosed the relevant facts; and
 - 3) Less than five (5) years elapsed between the date the Advisory Opinion was issued and the date of the conduct in question.

Sec. 39.13. Complaints

- a) **Complainants.** Any person who has first-hand knowledge that there has been a violation of this Chapter may allege such violations by submitting a Complaint in writing or through a fraud, waste and abuse 3rd party hotline, if any. The persons who may submit Complaints includes (but is not limited to) the City Secretary and members of the Board of Ethics. A Complainant must be a resident in the City of Corinth, own Real Property in the City of Corinth or be an employee or City Official to be eligible to file a Complaint with the Board of Ethics.

- b) **Form.** Complaints shall be written on, or accompanied by, a complete form promulgated by the City Secretary or through a fraud waste abuse 3rd party hotline.
- c) **Contents.** A Complaint filed under this section must be in writing and under oath and must set forth in simple, concise, direct statements and must state:
- 1) the name of the Complainant;
 - 2) the street or mailing address, email address, and the telephone number of the Complainant;
 - 3) the name of each person Accused of violating the Chapter;
 - 4) the position or title of each person Accused of violating the Chapter;
 - 5) the nature of the alleged violation, including (whenever possible) the specific provision of this Chapter alleged to have been violated;
 - 6) a statement of the facts constituting the alleged violation and the dates on which or period of time in which the alleged violation occurred; and
 - 7) all documents or other material available to the Complainant that are relevant to the allegation.
- d) **Violation Alleged.** The Complaint must state on its face an allegation that, if true, constitutes a violation of this Chapter.
- e) **Affidavit.** A Complaint must be accompanied by an affidavit stating that the Complaint is true and correct or that the Complainant has good reason to believe and does believe that the facts alleged constitute a violation of this Chapter. The Complainant shall swear to the facts by oath before a notary public or other person authorized by law to administer oaths under penalty of perjury.
- f) **Limitations Period.** To be accepted, a Complaint must be brought within six (6) months of the Complainant becoming aware of the act or omission that constitutes a violation of this Chapter. A Complaint will not be accepted more than two (2) years after the date of the act or omission.
- g) **Filing.** Complaints shall be submitted to the Board of Ethics. Submission of Complaints may be made by hand delivery, U.S. Mail, through a fraud, waste

and abuse 3rd party hotline, or email directed to an email address publicly listed by the City Secretary.

h) **Acceptance of Complaint.** Within five (5) business days of receiving a Complaint, the City Secretary shall determine if it is administratively complete, and timely.

1) *Administratively Complete.* A Complaint is administratively complete if contains the information described above. If the Complaint is administratively complete, the City Secretary shall proceed as described in this Chapter. If the Complaint is incomplete the City Secretary shall send a written deficiency notice to the Complainant identifying the required information that was not submitted.

2) The Complainant shall have ten (10) business days after the date the City Secretary sends a deficiency notice to the Complainant to provide the required information to the City Secretary, or the Complaint is automatically deemed abandoned and may not be processed in accordance with this Chapter. Within five (5) business days of a Complaint being abandoned, the City Secretary shall send written notification to the Complainant.

i) **Notification of Acceptance.** Within five (5) business days of determining that a Complaint is administratively complete, the City Secretary shall send a written notification of acceptance to the Complainant, the Accused, and the City Attorney.

A Complaint shall be considered an Accepted Complaint when the City Secretary has deemed the submittal administratively complete, and timely.

j) **Confidentiality.** A Complaint that has been submitted to the City is hereby deemed confidential until such time as the Complaint is either dismissed or placed on an agenda for consideration by the Board of Ethics in accordance with this Chapter. The confidentiality created by this Chapter includes the fact that a Complaint was submitted and the contents of that Complaint. It shall be a violation of this Chapter for a City Official to publicly disclose information relating to the filing or processing of a Complaint, except as required for the performance of official duties or as required by law. Requests for records pertaining to Complaints shall be responded to in compliance with the State law. The limited confidentiality created by this Chapter is limited in scope and application by the mandates of the Texas Public Information Act, Chapter 552 of the Texas Government Code.

- k) **Ex Parte Communications.** After a Complaint has been filed and during the pendency of a Complaint before the Board of Ethics, it shall be a violation of this Chapter:
- 1) For the Complainant, the Accused, or any person acting on their behalf, to engage or attempt to engage directly or indirectly about the subject matter or merits of a Complaint in *ex parte* communication with a member of the Board of Ethics or any known witness to the Complaint; or
 - 2) For a member of the Board of Ethics, to knowingly allow an *ex parte* communication about the subject matter or merits of a Complaint, or to communicate about any issue of fact or law relating to the Complaint directly or indirectly with any person other than a member of the Board of Ethics, the City Secretary's office, the City Attorney's office, or Special Counsel.

Sec. 39.14. Preliminary Assessment

- a) **Referral to Chairperson.** Accepted Complaint(s) shall be referred to the Chairperson of the Board of Ethics within five (5) business days of being determined an Accepted Complaint.
- b) **Assignment of Panel.** Within five (5) business days of receiving an Accepted Complaint, the Chairperson of the Board of Ethics shall assign the Complaint to a Committee for preliminary assessment, and appoint a member of the Committee as the Committee Chair.
- c) **Committee Determination.** Within five (5) business days of being assigned an Accepted Complaint, the Committee shall review the Complaint on its face and determine whether the Complaint is an Actionable Complaint, Baseless Complaint, or Frivolous Complaint.

Actionable Complaints shall be returned to the Chairperson for listing on an agenda for a public hearing. Baseless Complaints and Frivolous Complaints shall be dismissed. Written notification of the Committee's determination shall be filed with the City Secretary and sent to the Chairperson, Complainant, the Accused, and the City Attorney within two (2) business days. Written notifications of dismissal shall include notice of the right to appeal.

- d) **Appeals.** Determination of a Committee may be appealed to the Board of Ethics by either the Complainant or the Accused, as applicable. An appeal shall be perfected by filing a written notice of appeal with the City Secretary within

ten (10) business days of the date the written notification is placed in the mail for delivery.

Sec. 39.15. Meetings

- a) **Calling Meetings.** Meetings of the Board of Ethics shall be called upon request of the Chairperson, three (3) members, or the City Secretary.
- b) **Quorum.** The quorum necessary to conduct meetings of the Board of Ethics shall be three (3). The Chairperson shall count toward the establishment of a quorum.
- c) **Hearings.**
 - 1) *Scheduling:* Hearings shall be scheduled by the City Secretary upon the filing of:
 - A) a Committee determination that a Complaint is an Actionable Complaint; or
 - B) an Appeal challenging a Committee's dismissal of a Complaint as a Baseless Complaint or Frivolous Complaint.
 - 2) *Purpose:* The purposes of the hearing(s) shall be solely to determine whether:
 - A) a violation of this Chapter occurred, and if so to assess the appropriate sanction;
 - B) an Accepted Complaint was erroneously dismissed as a Baseless Complaint or Frivolous Complaint by a Committee; and/or
 - C) an Accepted Complaint is a Frivolous Complaint.
 - 3) *Rules of Procedure:* The Board of Ethics shall adopt rules of procedure governing how to conduct hearings on Actionable Complaints. Such procedural rules are subject to confirmation or modification by the City Council.
 - 4) *Sworn Testimony:* All witness testimony provided to the Board of Ethics shall be under oath.

- 5) *Burden of Proof*: Because the burden of showing that a violation of this Chapter occurred is placed on the Complainant, it is the Complainant that has the obligation to put forth evidence, including testimony, supporting the Complaint. The Complainant is required to testify at the hearing. A Complainant's failure to testify at a hearing shall be grounds for dismissal of a Complaint.
- d) **Open Meetings**. All meetings and hearings of the Board of Ethics shall be conducted pursuant to the Texas Open Meetings Act. The Board of Ethics may convene in Executive Session (i.e., conduct a closed meeting) as allowed by the act. All final action of the Board of Ethics shall take place in open session.
- e) **Postponement in Certain Instances**. If a Complaint alleges facts that are involved in a criminal investigation or a criminal proceeding before a grand jury or the courts, the Board of Ethics may, when a majority of its members deem appropriate, postpone any hearing or any appeal concerning the Complaint until after the criminal investigation or criminal proceedings are terminated.

Sec. 39.16. Disposition

- a) **Dismissal**. If the Board of Ethics determines at the conclusion of a hearing by simple majority vote of its members that a Complaint should be dismissed, it may do so upon finding:
- 1) the Complaint is a Baseless Complaint or Frivolous Complaint;
 - 2) the alleged violation did not occur;
 - 3) the Accused reasonably relied in good faith upon an Advisory Opinion, as provided in this Chapter; or
 - 4) the Complainant failed to testify at the hearing.
- b) **Sanctions**. If the Board of Ethics determines at the conclusion of a hearing that a violation has occurred, it may within ten (10) business days impose or recommend any of the following sanctions:
- 1) *Letter of Notification*. If the violation is clearly unintentional, or when the Accuser's action was made in reliance on a written opinion of the City Attorney. A letter of notification shall advise the Accused of any steps to be taken to avoid future violations.

- 2) *Letter of Admonition.* If the Board of Ethics finds that the violation is minor and may have been unintentional, but calls for a more substantial response than a letter of notifications.
- 3) *A Reprimand.* If the Board of Ethics finds that the violation:
 - A) was minor and was committed knowingly, intentionally or in disregard of this Chapter; or
 - B) was serious and may have been unintentional.
- 4) *Recommendation of Suspension.* If the Board of Ethics finds that a violation :
 - A) was serious and that was committed knowingly, intentionally or in disregard of this Chapter or a state conflict of interest law; or
 - B) was minor but similar to a previous violation by the Person, and was committed knowingly, intentionally or in disregard of this Chapter.

The final authority to impose a suspension rests with the City Council regarding Board Members.
- 5) *Ineligibility.* If the Board of Ethics finds that a Vendor has violated this Chapter, the Board may recommend to the City Manager and City Council that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Notice of all sanctions imposed by the Board of Ethics shall be transmitted to the Accused, Complainant, City Secretary, City Attorney, and City Council.

c) **Frivolous.**

- 1) *Prohibition.* It is a violation of this Chapter for a Person to submit a Frivolous Complaint.
- 2) *Super-Majority Vote.* If the Board of Ethics determines at the conclusion of a hearing by a vote of two-thirds (2/3) of its members that a Complaint was Frivolous, the Board may prohibit the Complainant from filing a Complaint with the Board for a period of time up to one (1) year after the date the Frivolous determination was made.
- 3) *Factors.* In making a determination on frivolity, the Board of Ethics shall consider the following factors:

- A) the timing of the sworn Complaint with respect to when the facts supporting the alleged violation became known or should have become known to the Complainant, and with respect to the date of any pending election in which the Accused is a Candidate or is involved with a candidacy, if any;
 - B) the nature and type of any publicity surrounding the filing of the Complaint, and the degree of participation by the Complainant in publicizing the fact that a Complaint was filed;
 - C) the existence and nature of any relationship between the Accused and the Complainant before the Complaint was filed;
 - D) if the Accused is a Candidate, the existence and nature of any relationship between the Complainant and any Candidate or group opposing the Accused;
 - E) any evidence that the Complainant knew or reasonably should have known that the allegations in the Complaint were groundless; and
 - F) any evidence of the Complainant's motives in filing the Complaint.
- 4) *External Remedies.* Complainants who submit Frivolous Complaints are hereby notified that their actions may subject them to criminal prosecution or perjury (criminal prosecution), or civil liability for the torts of defamation or abuse of the process.

Sec. 39.17. Reconsideration

The Complainant or Accused may request the Board of Ethics to reconsider its decision. The request must be filed with the City Secretary within five (5) business days of receiving the final opinion of the Board of Ethics. The request for reconsideration shall be sent to the Chairperson of the Board of Ethics, the City Secretary, and the non-filing party (Complainant or Accused). If the Chairperson finds, in the Chairperson's sole discretion, that the request includes new evidence that was not submitted at a prior hearing, and that the new evidence bears directly on the Board of Ethic's previous determination, the Chairperson shall schedule a hearing on the request for reconsideration to occur within thirty (30) days after filing of the reconsideration request. Absent new evidence, the Chairperson shall unilaterally dismiss the request for reconsideration and provide the decision to the Parties."

**SECTION 3.
CUMULATIVE REPEALER**

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

**SECTION 4.
SAVINGS**

All rights and remedies of the City of Corinth, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

**SECTION 5.
SEVERABILITY**

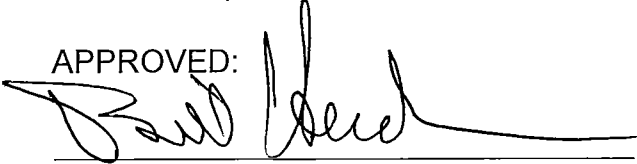
The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

**SECTION 6.
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 two times.

PASSED AND APPROVED THIS 2ND DAY OF AUGUST, 2018.

APPROVED:



Bill Heidemann, Mayor

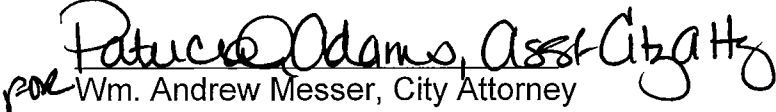
ATTEST:



Kimberly Pence, City Secretary



APPROVED AS TO FORM:



Wm. Andrew Messer, City Attorney



CITY OF CORINTH
Staff Report

Meeting Date:	10/3/2024	Title:	Proclamation 2024 Texas Teachers' Day
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<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 celebrating the Inaugural 2024 Texas Teachers' Day, October 5th.

Item Summary/Background/Prior Action

#TeachersCan is a statewide initiative supported by more than 150 partnering businesses and organizations committed to elevating the teaching profession and honoring the critical role teachers play in the success of Texas.

Every year, October 5 marks Texas Teachers' Day. On that day, and during the week it falls within, **#TeachersCan** and our **150+ partners** rally organizations, communities around the state, and Texans to show teachers how much we honor and appreciate them.



PROCLAMATION

2024 Texas Teachers Day Lake Dallas & Denton Independent School District

- WHEREAS,** *Corinth’s future strength depends on providing a high-quality education to all students; and*
- WHEREAS,** *teacher quality matters more to student achievement than any other school-related factor; and*
- WHEREAS,** *teachers spend countless hours preparing lesson plans and supporting students; and*
- WHEREAS,** *our teachers deserve our continued support, respect, and admiration; and;*
- WHEREAS,** *we proudly lead in demonstrating to our community to recognize and support our teachers in educating the children of this community; and*
- WHEREAS,** *our community recognizes and supports its teachers in educating the children of this community; and*
- WHEREAS,** *#TeachersCan is a statewide movement supported by more than 150 partnering businesses and organizations committed to elevating the teaching profession and honoring the critical role teachers play in the success of Texas.*

THEREFORE, BE IT RESOLVED *that the Corinth City Council joins #TeachersCan and its partnering entities across Texas in celebrating the inaugural Teachers’ Day and proclaims October 5, 2024 to be Lake Dallas and Denton Independent School District Teachers’ Day; and*

BE IT FURTHER RESOLVED *that the Corinth City Council encourages members of our community to personally express appreciation to our teachers and display a light blue ribbon outside your homes or businesses the week of October 5 as a symbol of support for our educators.*

Signed this 3rd day of October 2024.

*Bill Heidemann, Mayor
City of Corinth, Texas*



CITY OF CORINTH Staff Report

Meeting Date:	10/3/2024	Title: Minutes Approval of Meeting Minutes
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Consider and act on minutes from the September 19, 2024, 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 19, 2024 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream:

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

On this, the 19th day of September 2024, the City Council of the City of Corinth, Texas, met at Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

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

Staff Members Present:

- Scott Campbell, City Manager
- Lana Wylie, City Secretary
- Emma Crotty, Economic Development Coordinator & Management Assistant
- Patricia Adams, City Attorney
- Jerry Garner, Police Chief
- Chad Thiessen, Fire Chief
- Guadalupe Ruiz, Director of Human Resources
- Lee Ann Bunselmeyer, Director of Finance & Strategic Services
- Glenn Barker, Director of Public Works
- Melissa Dailey, Director of Development Services
- Michelle Mixell, Planning Manager
- Brenton Copeland, Chief Technology Officer
- Presley Sequeira, Technology Services Project Manager
- Lance Stacy, City Marshal

CALL TO ORDER

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

WORKSHOP AGENDA

1. Receive a report, hold a discussion, and provide staff direction on a Downtown Branding effort.

The item was presented and discussed.
2. Receive a report, hold a discussion, and provide staff direction on SPAN transportation services within Corinth.

The item was presented and discussed.

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

No items for the Regular Session Agenda were discussed.

ADJOURN WORKSHOP

Mayor Heidemann recessed the Workshop Session at 6:25 P.M.

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

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

CITIZENS COMMENTS

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

No citizen comments were made.

CONSENT AGENDA

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

1. Consider and act on minutes from the September 5, 2024, City Council Meeting.
2. Consider and act on a Resolution approving revisions to the City of Corinth Fund Balance Policy.
3. Consider and act on a Resolution of the City Council of the City of Corinth, Texas amending Section 4.1 "Powers, Number, and Terms of Office" of the Corinth Economic Development Corporation Bylaws and thereby adopting the First Amended and Restated Bylaws of the Corinth Economic Development Corporation.
4. Consider and act on an Ordinance of the City Of Corinth, Texas, amending Chapter 33 of the Corinth Code of Ordinances, establishing the Finance Audit Committee, merging the duties, responsibilities, and membership of the investment committee with those of the audit committee; establishing its membership, procedures and terms of office; and providing an effective date.
5. Consider and act on an Ordinance approving the amended Parks and Recreation Fee Schedule.
6. Consider and act on an Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division.
7. Consider and act on approval of a Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Lake Sharon Property Owners Association (POA).
8. Consider and act on approval of a Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Oakmont Homeowner's Association (HOA).
9. Consider and act on approval of a Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Meadows Oak Home Owner's Association (HOA).
10. Consider and act on a Resolution approving the cyber liability and data breach response interlocal agreement with Texas Municipal League Joint Cyber Liability and Data Breach Response Self-insurance Fund; authorizing the City Manager to execute the necessary documents; and providing an effective date.

Council Member Pickens recused herself from this item.

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

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

Voting Abstaining: Council Member Pickens

PUBLIC HEARING

- 11. Conduct a Public Hearing to consider testimony and act on a rezoning request by the Applicant, Tri Pointe Homes DFW LLC, and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, from SF-2 Single Family to a Planned Development (PD) with a base zoning district of SF-4 Single Family for the development of ±234 lots on approximately ±48.4 acres located at 3790 Parkridge Drive. (Case No. ZAPD24-0006 Enclave at Canyon Ranch)

Mayor Heidemann opened the Public Hearing at 6:53 P.M.

Michael Ingle - 3971 Summit Ridge Dr., Corinth

Mayor Heidemann closed the Public Hearing at 6:55 P.M.

Motion made by Council Member Garber: I move to approve Case No. ZAPD24-0006 – Enclave at Canyon Ranch Planned Development as presented. Seconded by Council Member Henderson.

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

- 12. Hold a public hearing on a proposal to consider a tax rate which will exceed the No New Revenue Tax Rate of \$0.49209 per \$100 but will not exceed the Voter-Approval Tax Rate of \$0.51490 per \$100.

Mayor Heidemann opened the Public Hearing at 7:00 P.M. and immediately closed the Public Hearing.

No comments were made.

BUSINESS AGENDA

- 13. 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, 2024 and ending September 30, 2025 for the City of Corinth; and providing an effective date.

Motion made by Mayor Pro Tem Burke: I move to approve an ordinance adopting the Budget and the first year of the Capital Improvement Plan and appropriating resources for the budget year beginning October 1, 2024 and ending September 30, 2025 for the City of Corinth. Seconded by Council Member Pickens.

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

- 14. Consider and act on an Ordinance levying and adopting the tax rate of \$0.51400 for the 2024-2025 Fiscal Year.

Motion made by Council Member Pickens: I move that the property tax rate be increased by the adoption of a tax rate of \$0.51400 per \$100 valuation, which is effectively a 6.69 percent increase in the tax rate. Seconded by Council Member Garber.

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

15. Consider and act on an Ordinance approving the 2024 Tax Rolls and accepting the anticipated collection rate of 100 percent for the fiscal year beginning October 1, 2024 and ending September 30, 2025.

Motion made by Mayor Pro Tem Burke: I move to approve the Ordinance accepting the 2024 Tax roll and to accept the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2024 and ending September 30, 2025. Seconded by Council Member Garber.

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

16. Consider vote to ratify the property tax increase reflected in the city's annual budget for FY2024-2025.

Motion made by Council Member Garber: I move to ratify the property tax increase reflected in the city's annual budget for FY 2024-2025. Seconded by Council Member Pickens.

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

17. 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.

Council Member Henderson recused herself from this item.

Motion made by Mayor Pro Tem Burke: I move to approve the Ordinance and Agreement with the Lake Cities Chamber of Commerce authorizing the use of Hotel Occupancy Tax. Seconded by Council Member Garber.

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

Voting Abstaining: Council Member Henderson

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

Motion made by Council Member Garber: I move to approve the Resolution approving a compensation plan for its employees, adopting pay schedules for General Government, Public Works and Facilities, Police, and Fire; and providing for an effective date of September 23, 2024. Seconded by Council Member Pickens.

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

19. Consider and act on a Change Order for the Byrne Construction Manager at Risk Contract in the amount \$17,682 for a total contract price of \$11,775,735 for the construction of The Commons at Agora and authorize the City Manager to execute the necessary documents.

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

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

- 20. Consider and act on the appointment of one member to the Board of Director’s for Texas Municipal League Region 8.

Motion made by Council Member Garber: I move to appoint Jon McKenzie. Seconded by Council Member Henderson.

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

- 21. Consider and act on annual appointments, resignations, and removal of board and commission members for all City Boards, Commissions and Committees.

Motion made by Council Member Garber: I move to appoint:
 Corinth Economic Development Corporation
 Place 2 – Melanie Moore
 Place 4 – Janie Mann
 Place 6 – Michael Lane
 Planning & Zoning Commission
 Place 2 – Mark Klingele
 Place 4 – Alan Nelson
 Place 6 – Crystin Jones
 Board of Adjustments/Board of Construction Appeals
 Place 2 – Richard Weir
 Place 4 – Josiah Brown
 Keep Corinth Beautiful
 Place 2 – George Codina
 Place 4 – Linda Barker
 Place 6 – Cora Terrell
 Place 8 – Tyler Vertin
 Place 10 – Burleigh Wood Jr.
 Finance Audit Committee
 Place 4 – Catherine Miller. Seconded by Council Member Pickens.

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

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

Council Member Henderson
 City Manager Campbell
 Mayor Heidemann

Mayor Heidemann recessed the Regular Session Meeting at 7:18 P.M. and immediately convened into Executive Session.

EXECUTIVE SESSION**

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

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

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

- a. City Manager duties/oversight regarding personnel and department structure.

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

- a. Fairfield Inn - Chapter 380 Agreement.
- b. Northwest Corner of Post Oak Drive and I-35.

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

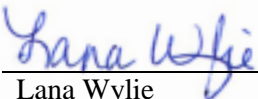
Mayor Heidemann recessed the Executive Session Meeting at 8:04 P.M. and immediately reconvened into the Regular Session Meeting.

No action was taken.

ADJOURN

Mayor Heidemann adjourned the meeting at 8:04 P.M.

Approved by the Council on the _____ day of _____ 2024.



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	10/3/2024	Title:	Contract Engineering Services with Shield Engineering PLLC
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<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 engineering plan review services with Shield Engineering PLLC in the amount of \$200,000 and authorize the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

This contract is for third party engineering services for the City of Corinth Planning and Development division for fiscal year 24-25. The services are utilized for plan review for private developments, pre-development meetings, Development Review Committee meetings, and for other planning projects as needed. Engineering services provided by this contract are passed through to applicants as services are provided. Approximately 85% of the engineering services invoices are reimbursed by the applicants. The other 15% consists of engineering services provided for the City itself such as zoning changes to existing City property.

The City of Corinth began contracting with Shield Engineering PLLC for third party engineering services with Shield Engineering PLLC in January 2024. For the previous nine months in fiscal year 23-24, Shield invoiced \$152,160 in services. Due to the high volume of development review requests, staff is recommending approval of a contract in the amount of \$200,000 for the 24-25 fiscal year. Council approval is required for payments or contracts to one vendor which exceed \$100,000.

Financial Impact

Funding for these services is budgeted in the FY 24-25 Planning Department Professional Services Engineering Fees account line items in the amount of \$200,000.

Applicable Policy/Ordinance

City of Corinth Purchasing Policy

Staff Recommendation/Motion

Staff recommends approval as presented.

Attachments

Contract

STATE OF TEXAS §
 § **AGREEMENT FOR CONSULTING SERVICES**
COUNTY OF DENTON §

This agreement ("Agreement") is made by and between the City of Corinth, Texas, a home-rule municipal corporation ("City") and Shield Engineering Group PLLC, a Professional Limited Liability Company, ("Consultant") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Consultant as an independent contractor, and not as an employee, to provide the services described in **Exhibit "A"** (the "Scope of Services" or "Services") to assist the City with the following project: Development Review Services (the "Project") on the terms and conditions set forth in this Agreement; and

WHEREAS, the Consultant desires to render services for the City on the terms and conditions set forth in this Agreement; and

WHEREAS, City determined Consultant to be the most qualified respondent and entered into negotiations for Consultant to provide the Services set forth in this Agreement; and

WHEREAS, City Manager approved the award of this Agreement to Consultant in accordance with the terms set forth herein;

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Incorporation of Recitals/Agreement Documents/Term

1.1 Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein.

- 1.2 Agreement. This Agreement shall be comprised of the following documents:
- (1) this Agreement;
 - (2) **Exhibit "A"**, "Scope of Services";
 - (3) **Exhibit "B"**, "Project Schedule"; (Not Applicable for this Agreement)
 - (4) **Exhibit "C"**, "Fee Schedule";
 - (5) Consultant's Proposal, a copy of which is attached hereto and incorporated herein as **Exhibit "D"**;
 - (6) **Exhibit "E"**, "Insurance Requirements",

In the event of a conflict between one or more of the terms and provisions contained within the foregoing documents, in order to resolve any such conflict, priority of interpretation shall be given in the order that those documents are listed in this section.

1.3 Term. This Agreement shall commence on October 1, 2024. hereof (“Effective Date”) and shall expire on September 30, 2025, unless sooner terminated as provided herein. This contract may be renewed for one (1) one additional one-year period if agreed upon in writing by both parties, and subject to appropriations and the same terms and conditions.

Article II Scope of Service

2.1 The Consultant shall perform the Services in connection with the Project as set forth in the Scope of Services. The Consultant, if a licensed engineer or registered architect shall perform the Services: (i) with the prevailing professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license but not limited to the exercise of reasonable, informed judgments and prompt, timely action; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be. If the Consultant is not a licensed engineer or registered architect, the Consultant shall perform the Services: (i) with the professional skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

2.2 The City shall, prior to commencement of Services, provide the Consultant with the information set forth in the Scope of Services, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by the Consultant in connection with the Scope of Services represent the professional judgment of the Consultant, in accordance with the standard of care applicable by law to the Services performed hereunder.

2.4 All information, documents, records and reports developed as a result of the Services provided under this Agreement shall be the property of the City (hereinafter “Documents”). Any use by Consultant of the Documents developed hereunder, whether for publication or for work with other clients, must receive prior written permission from the City. During the term and all renewals of this Agreement, all such Documents generated, compiled, collected or collated shall be maintained in the format required by City. Further, all such Documents shall be returned to City upon termination of this Agreement, and upon such termination shall be returned in the format required by City.

Article III Schedule of Work – Project Completion

The Consultant agrees to complete the required Services and submit all work required by the City in accordance with the Notice to Proceed from City to Consultant. The turnaround time for items to be reviewed will vary depending on the complexity of the request and the timeframe required by staff to meet their deadlines for applicant submittals, Planning and Zoning Commission meetings, City Council meetings and any other Planning and Development processes. The Parties hereto agree and understand that failure to timely perform obligations as required under this Agreement will result in damages to the other Party.

Article IV Compensation and Method of Payment

4.1 Consultant will be compensated in accordance with the Fee Schedule, a copy of which is attached hereto and incorporated herein as **Exhibit “C”**. Unless otherwise provided herein, payment to the Consultant shall be monthly based on the Consultant’s monthly progress report and detailed monthly itemized statement for Services that shows the names of the Consultant’s employees, agents, contractors performing the Services, the time worked, the actual Services performed, the rates charged for such service, reimbursable expenses, the total amount of fee earned to date, percentage of work completed on the Project through the end of the then submitted billing period, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such approved monthly statements within thirty (30) days after receipt and City verification of the Services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the Services following the City acceptance of the study, report, recommendation or other work set forth in the Scope of Services. Nothing contained in this Agreement shall require City to pay for any work that is unsatisfactory as determined by City or which is not submitted in compliance with the terms of this Agreement, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which City may have if Consultant is in default, including the right to bring legal action for damages or for specific performance of this Agreement. Waiver of any default under this Agreement shall not be deemed a waiver of any subsequent default.

4.2 Unless otherwise provided in the Scope of Services, the Consultant shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges. If additional services, trips or expenses are requested, Consultant will not provide such additional services until authorized by City in writing to proceed. The Scope of Services shall be strictly limited. City shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless City

shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

4.3 The hourly rates set forth in Exhibit C-“2024 Fee Schedule” will be in effect through December 31, 2024. A revised Exhibit C-“2025 Fee Schedule” establishing the 2025 Hourly Rate Schedule shall be effective January 1, 2025, shall replace the 2024 Fee Schedule in its entirety, shall be incorporated herein, and shall remain in effect through the remainder of the term of this Agreement.

4.4 Consultant shall keep accurate records of its Services and expenses incurred in the performance of this Agreement and shall make the same available to City for inspection and copying upon five (5) days notice thereof. These records shall be kept by Consultant for two (2) years following the expiration of this Agreement.

4.5 Except in the event of a duly authorized amendment to this Agreement or a Task Order (defined below), approved by the City in writing, the total cost of all professional services provided under this Agreement shall not exceed **Two Hundred Thousand and No/100 Dollars (\$200,000.00)**.

4.6 In addition to the Scope of Services or as a component of the Scope of Services, City may issue specific work assignments by Task Orders describing the work to be done (hereinafter “Task Order(s)”). Consultant will provide a proposed budget for each Task Order and a related schedule for completion of the Task Order (the “**Work Schedule**”). Each such Work Schedule shall be incorporated into the Task Order and incorporated into this Agreement by reference and subject to the terms of this Agreement. In the event of a conflict between the terms of this Agreement, the Scope of Services, the Compensation Schedule, a Task Order and/or a Work Schedule, priority of interpretation shall be given to those documents in the order listed in this paragraph.

Article V

Devotion of Time; Personnel; and Equipment

5.1 The Consultant shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should the City require additional services not included under this Agreement, the Consultant shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Consultant’s standard hourly rate schedule, or as otherwise agreed between the Parties. When Consultant is directed to revise or expand the Scope of Services under this Section of the Agreement, Consultant shall provide City a written proposal for the entire costs involved in performing such additional services. Prior to Consultant undertaking any revised or expanded services as directed by City under this Agreement, City must authorize in writing the nature and scope of such services and accept the method and amount of compensation and the time involved in all phases of the Project. It is expressly understood and agreed by Consultant that any

compensation not specified in Article IV herein above may require Corinth City Council approval and is subject to the current budget year limitations.

5.2 To the extent reasonably necessary for the Consultant to perform the Services under this Agreement, the Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Consultant may deem proper to aid or assist in the performance of the Services under this Agreement. The Consultant shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Consultant hereunder, and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Consultant shall furnish the facilities, equipment, licenses, insurance, and personnel necessary to perform the Services required under this Agreement unless otherwise provided herein.

5.4 The City may require that Consultant submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

**Article VI
Miscellaneous**

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Consultant may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Consultant to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law and Venue. The Agreement is entered into subject to the Corinth City Charter and ordinances of City, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. Consultant will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue

Service, as required in accordance with Consultant's income. Situs of this Agreement is agreed to be Denton County, Texas, for all purposes, including performance and execution. The parties to this Agreement agree and covenant that this Agreement will be enforceable in Corinth, Texas; and that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Denton County, Texas.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Consultant, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All Services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Consultant will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

6.8 Right-of-Access. The Consultant shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Consultant will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier, or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City:

Attn: Scott Campbell, City Manager
City of Corinth, Texas
3300 Corinth Parkway
Corinth, Texas 76208
Telephone: 940-498-3200
Email: Scott.Campbell@cityofcorinth.com
AccountsPayable@cityofcorinth.com

If intended for Consultant:

Attn: Jean-Marie Alexander, P.E.
Address: 1600 W. 7th Street Suite 400
Fort Worth, TX 76102
Telephone: (817) 810-0696
Email: jeanmarie.alexander@shield-engineering.com

6.10 Insurance. Before commencing work, Consultant shall, at its own expense, procure, pay for and shall maintain during the term of this Agreement insurance in accordance with the requirements set forth below in **Exhibit "E", Insurance Requirements**", and written by companies approved by the State of Texas and acceptable to the City. **Exhibit "E"** is attached hereto and incorporated herein. Consultant shall furnish to the City certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project and be provided to the City.

Certificates and notices should be emailed to the Purchasing Division at Purchasing@cityofcorinth.com or mailed to the following address:

City of Corinth, Texas
Attn: Purchasing
3300 Corinth Parkway
Corinth TX 76208

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the Agreement Term the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors, and will inform the City of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 Indemnification. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, ARE CAUSED BY OR RESULT FROM CONSULTANT'S PERFORMANCE UNDER THIS AGREEMENT OR WHICH ARE CAUSED BY INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS") THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE CITY. CONSULTANT SHALL RETAIN CITY'S APPROVED COUNSEL FOR THE CITY WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE CITY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT DOES NOT RETAIN COUNSEL FOR THE CITY WITHIN THE REQUIRED TIME, THEN THE CITY SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONSULTANT SHALL PAY THESE ATTORNEYS' FEES AND EXPENSES. THE CITY RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY OR ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO.

THE CONSULTANT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS AGREEMENT.

THIS INDEMNIFICATION PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 Consultant's Liability. Acceptance of the Documents by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or Consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the

designs, working drawings, specifications or other documents and work prepared by said Consultant, its employees, associates, agents or sub-Consultants.

6.16 Right to Inspect Records. Consultant agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Agreement. Consultant agrees that City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Consultant reasonable advance notice of intended audits. Consultant further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. City shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

6.17 Default/Termination. If at any time during the term of this Agreement, Consultant shall fail to commence the work in accordance with the provisions of this Agreement or fail to diligently provide Services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Agreement in accordance with its terms, including without limitation the Scope of Services and/or the Project Schedule, then City shall have the right, if Consultant shall not cure any such default after ten (10) days written notice thereof, to terminate this Agreement on the eleventh (11th) day following the date of City's written notice of default. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

6.18 Termination Without Cause. In addition to termination for default as set forth in Section 6.17 of this Agreement, the City may terminate this Agreement at any time by City without cause by providing Consultant thirty (30) days written notice of such termination.

6.19 Payment Obligations Upon Termination. Upon receipt of termination notice under either Section 6.18 or Section 6.19, Consultant shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Agreement and shall proceed to promptly cancel all existing contracts insofar as they are related to this Agreement. Upon termination, City shall pay all money owed to Consultant based upon tasks satisfactorily completed as of the date of notice of termination. , Consultant shall submit an invoice containing an itemized list of tasks performed with the associated hourly fee. In no event shall individual fees or the cost of such itemized list exceed the Lump Sum payment for the specific service provided by Consultant as listed in **Exhibit "C", "Fee Schedule"**.

Consultant shall be entitled to compensation for any Services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

In addition to the foregoing, If after exercising any such remedy due to Consultant's nonperformance under this Agreement, the cost to City to complete the work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Consultant hereunder, Consultant shall be liable for and shall reimburse City for such excess. City's remedies for Consultant's default or breach under this Agreement shall include monetary damages as allowed by law, re-performance of this Agreement at no extra charge to City, or equitable remedies, including without limitation specific performance of this Agreement.

6.20 Confidential Information. Consultant hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Consultant shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "Confidential Information" means all oral and written information concerning City, its affiliates and subsidiaries, and all oral and written information concerning City or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by Consultant or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of Consultant, or are required to be disclosed by a governmental authority.

6.21 Conflict of Interest. Consultant covenants and agrees that Consultant and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the Services called for under this Agreement. All activities, investigations and other efforts made by Consultant pursuant to this Agreement will be conducted by employees, associates or subcontractors of Consultant.

6.22 No Third Party Beneficiary. For purposes of this Agreement, including its intended operation and effect, the parties (City and Consultant) specifically agree and contract that: (1) the Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with City or Consultant or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Consultant.

6.23 Prohibition regarding Israel. Pursuant to the requirements of Texas Government Code Chapter 2270, Consultant verifies that it does not boycott Israel, and it will not boycott Israel during the term of this Agreement.

6.24 Prohibition regarding Energy Companies. Pursuant to the requirements of Texas Government Code Chapter 2274, Consultant verifies that it does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

6.25 Prohibition regarding Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization. Pursuant to the requirements of Texas Government Code Chapter 2252, Consultant verifies that is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to foreign terrorist organization, and it will not engage in business, have contracts or provide supplies or services to foreign terrorist organizations during the term of this Agreement.

6.26 Prohibition regarding Discrimination Against Firearm and Ammunition Industries. Pursuant to the requirements of Texas Government Code Chapter 2274, Consultant verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2024.

CITY OF CORINTH, TEXAS

By: _____
Scott Campbell, City Manager

Attest:

By: _____
Lana Wylie, City Secretary

Approved As To Form:

By: _____
Patricia A. Adams, City Attorney

EXECUTED this 24th day of SEPTEMBER, 2024.

CONSULTANT

SHIELD ENGINEERING GROUP PLLC

By: Jean-Marie Alexander

Name: Jean-Marie Alexander

Title: COO

**ACKNOWLEDGMENTS
CONSULTANT**

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the 24th day of September, 2024, by Jean Marie Alexander, COO of _____, a PLLC, on behalf of such entity. Shield Engineering Group PLLC



[Signature]
Notary Public, State of Texas

CITY

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the _____ day of _____, 20__ by **SCOTT CAMPBELL**, City Manager of the City of Corinth, a home rule municipal corporation, on behalf of such corporation.

Notary Public, State of Texas

EXHIBIT "A"
SCOPE OF SERVICES

SCOPE: The City of Corinth ("City" or "Client") has identified the need for professional engineering services required for plan review of projects and documents submitted to the City and other services as requested. The documents may involve the review of engineering plans, traffic impact studies, drainage studies, etc. Other services may involve consulting or design services as requested and within the capabilities of the Firm.

Basic Services: Hourly

1. Development Review Services:

The Firm understands that the City requests professional engineering services on an as-needed basis as follows:

- a. Preliminary Engineering Plan review
- b. Preliminary Drainage Studies review
- c. Flood study review
- d. Civil Plan review (Engineering plans)
- e. Traffic Impact Study review

The Firm shall assist the City in reviewing construction plan and specification submittals relative to the rules, regulations, standards, or specifications for the construction, installation, and engineering design of streets, traffic, water, sanitary sewer, curbs, gutters, watercourses, sidewalks, bicycle/pedestrian ways, culverts, bridges, criteria for drainage easement requirements, drainage facilities and crosswalk ways. Services do not include construction inspection, structural design review, irrigation, or landscape plan review. However, such services can be provided by a sub-consultant upon authorization from the City. This proposal includes plan review meetings with city staff whether in-person or virtual.

2. Other Services as Requested:

The Firm understands that the City may require professional services on an as-needed basis and as requested. Services may be broadly defined and may include, but not be limited to, preparing or reviewing studies, consulting the City on various topics related to planning, growth, development, or other topics. Services requested may involve the services of a sub-consultant, supplier, or other vendors. Any services provided under this section shall be requested and approved by the City.

EXHIBIT "B"
PROJECT SCHEDULE
(NOT APPLICABLE FOR THIS PROJECT)

EXHIBIT "C"
FEE SCHEDULE

2024 HOURLY RATE SCHEDULE

Principal / Director	\$300
Program Manager	\$280
Project Manager	\$255
Senior Professional Engineer	\$230
Professional Engineer	\$210
EIT II	\$160
EIT I	\$145
Designer	\$150
CAD Drafter	\$135
Support / Admin	\$100
Senior RPLS	\$255
RPLS	\$200
GIS Analyst	\$155
SIT	\$150
Survey Technician	\$120
Party Chief	\$120
Survey Crew Member	\$ 75

Hourly Rate Schedule as of the date of this contract is subject to change without notice.

1. Reimbursable expenses include general office-related expenses performed in-house such as printing, plotting, PDF files, scanning, photocopies, certain clerical expenses, supplies, postage, etc. are included in the standard rates for personnel and will not be billed separately.
2. Subcontracted expenses and outsourced expenses such as permits/fees, express mail/shipping, printing/reprographics, or rental of specialized equipment will be billed at the actual rate plus 10%.



AN AGREEMENT TO PROVIDE LIMITED PROFESSIONAL SERVICES

PROJECT NAME: Corinth General Engineering Services

PROJECT NO: 2023176.01

CLIENT: City of Corinth

ADDRESS: 3300 Corinth Parkway, Corinth, TX 76208

hereby requests and authorizes Shield Engineering Group, PLLC (the Firm) to perform the following Services:

SCOPE: The City of Corinth ("City" or "Client") has identified the need for professional engineering services required for plan review of projects and documents submitted to the City and other services as requested. The documents may involve the review of engineering plans, traffic impact studies, drainage studies, etc. Other services may involve consulting or design services as requested and within the capabilities of the Firm.

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2. Other Services as Requested:

The Firm understands that the City may require professional services on an as-needed basis and as requested. Services may be broadly defined and may include, but not be limited to, preparing or reviewing studies, consulting the City on various topics related to planning, growth, development, or other topics. Services requested may involve the services of a sub-consultant, supplier, or other vendors. Any services provided under this section shall be requested and approved by the City.

Initials _____

(FIRM) (CLIENT)

1600 W. 7th Street, Suite 400, Fort Worth, Texas 76102 | 817.810.0696

info@shield-engineering.com | www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 | TBPLS FIRM #10193890



Fee and Billing:

The Firm will perform the work described in the Scope of Services on a reimbursable basis in accordance with the Hourly Rate Schedule in effect at the time services are performed. The total recommended budget for services and expenses is estimated to be \$45,000.00. Firm shall notify the Client for authorization prior to exceeding the budgeted amount. Fees will be invoiced monthly based upon the services provided and payment is due within 30 days of the receipt of the invoice.

The Firm will provide the professional services listed above per local requirements and per the Client's instructions within the legal and ethical obligations as described in *The State of Texas, Texas Engineering Practice Act and Rules Concerning the Practice of Engineering and Professional Engineering Licensure* (latest edition). This scope of services contract does not imply or guarantee acceptance by governing agencies or municipalities.

Accepted for **CLIENT**

Accepted for **SHIELD ENGINEERING GROUP, PLLC**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Initials _____
(FIRM) (CLIENT)

1600 W. 7th Street, Suite 400, Fort Worth, Texas 76102 | 817.810.0696

info@shield-engineering.com | www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 | TBPLS FIRM #10193890

EXHIBIT "E"
Insurance Requirements

PROFESSIONAL SERVICES
INSURANCE REQUIREMENTS EFFECTIVE MARCH 5, 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 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 1.2.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.

1.2 PROFESSIONAL SERVICES REQUIREMENTS

- A. **Definition:** Professional Services are defined as services performed by consultants or other professionals, including but not limited to: Accountants, Attorneys, Architects, Engineers, Surveyors, Veterinarians, Real Estate Appraisal, Optometry, Landscape Architects, Medical

Doctors, and Materials Testing.

B. Minimum Limits of Insurance:

1. Commercial General Liability: \$500,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 1.A.1.
2. 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.
3. 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.
4. Professional Liability: Also known as Errors and Omissions: \$1,000,000 per occurrence and in the aggregate. "Claims made" policy is acceptable coverage which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the City, or within 30 days prior to cancelation or non-renewal of the policy. The Consultant is solely responsible for any additional premium for the supplemental extended reporting period.

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.
 Shield Engineering Group, PLLC
 Fort Worth, TX United States

Certificate Number:
 2024-1215061

Date Filed:
 09/16/2024

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:

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.
 Corinth General Engineering
 Professional engineering services required for plan review of projects and documents submitted to the City and other services as requested

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Barnes, Craig h.	Fort Worth, TX United States	X	
	Alexander, Jean-Marie	Fort Worth, TX United States	X	
	Hill, Ryan	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Jean-Marie Alexander, and my date of birth is 2/16/1974.

My address is 8103 Shelton Drive, Fort Worth, TX, 76120, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 16th day of September, 2024.
(month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)



CITY OF CORINTH
Staff Report

Meeting Date:	10/3/2024	Title:	Contract Piggyback on City of Hurst Asphalt Sealing contract with Holbrook Asphalt Company
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<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 Holbrook Asphalt Company, through the City of Hurst’s Contract, for asphalt sealing services for Fiscal Year 2024-2025, in an amount not to exceed \$200,000 and authorize the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

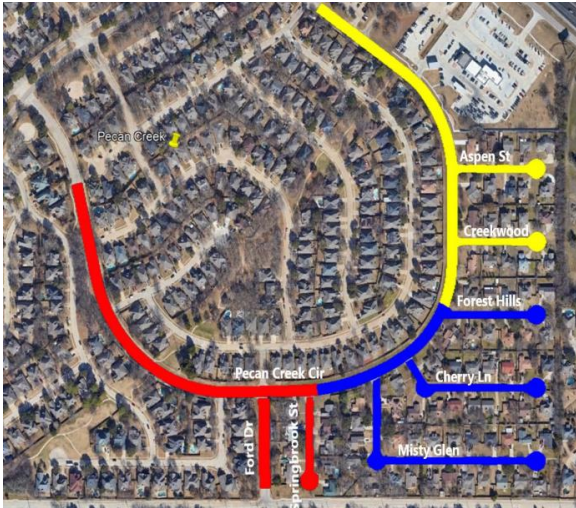
The City of Hurst entered into a contract with Holbrook Asphalt Company for the procurement of asphalt sealing. This contract offers favorable terms and pricing that the City of Corinth seeks to take advantage of by utilizing a piggyback provision under Texas law. Piggybacking on this contract will enable the City of Corinth to secure cost-effective pricing and leverage the procurement efficiencies already negotiated by the City of Hurst.

Financial Impact

The total anticipated expenditure for this piggybacked contract will not exceed \$200,000 for Asphalt Sealing Services for the contract term beginning October 1, 2024, and expiring September 30, 2025. Funding for this contract is included in the current fiscal year budget in the Streets Division General Fund Budget.

Future Renewals: This contract includes options for four additional one-year renewals if agreed upon in writing by both parties. Renewals are contingent upon annual appropriations by the City of Corinth. If future budget appropriations are not made, the City will not be obligated to extend or renew the contract.

The 2024-2025 project will take place in the following areas:



Applicable Policy/Ordinance

Texas Local Government Code Section 271.102 authorizes municipalities to participate in cooperative purchasing programs with other governmental entities, including piggybacking on contracts, provided the contract was awarded through a competitive procurement process in compliance with applicable laws.

Staff Recommendation/Motion

Staff recommends that City Council approve the contract to piggyback on the City of Hurst's contract with Holbrook Asphalt Company for asphalt sealing services, with renewals subject to future budget appropriations.

**SERVICE CONTRACT
ASPHALT SEALING
THROUGH HURST CONTRACT # 24-004**

This Contract is made and entered into _____ by and between **Holbrook Asphalt Company**, an S Corporation business classification organized under the laws of the State of Texas, (hereinafter called the “Contractor”) and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the “City”).

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

1. TERM

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

This contract may be renewed for **4** additional one-year periods if agreed upon in writing by both parties, and subject to appropriations and the terms and conditions between the Lead 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 Asphalt Sealing in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated herein.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) Scope of Services – Attachment A
- c) The City’s Standard Terms & Conditions for Procurements, and Vendor Insurance Requirements– Attachment B
- d) Vendor Quotes with Scope of Services, Corinth pricing and Contract number - Attachment C
- e) Vendor’s Contract Documentation with Hurst Contract #Number 24-004–Attachment D

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

3. PAYMENT

Upon Contractor’s satisfactory completion of the requirements of this Contract, as determined by the City, and receipt and approval of Contractor’s invoices, submitted to Accounts Payable, City will pay Contractor in accordance with the Scope of Work and this Contract. Contractor’s periodic and final invoices shall be accompanied by sufficient backup information as required by City. **The total payments by City during the term of this Contract shall not exceed Two Hundred Thousand and No/100 DOLLARS (\$200,000), subject to annual appropriations.** City does not guarantee any minimum or maximum quantity of work, and

Contractor shall have no claim to damages in the event the quantities purchased are less than the estimated quantities of identified in the Scope of Work.

Invoices shall be mailed or emailed directly to:

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

The City shall pay invoices for services properly performed within 30 days of receipt; provided however, that in the event the City requests any supporting documentation for charges, payment shall be made within 30 days of receipt of the documentation. The City's payment obligations are payable only and solely from funds available for the purposes of this Contract. The City does not pay travel expenses.

4. CHANGES

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

5. TERMINATION OF CONTRACT

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

6. COMPLETENESS OF CONTRACT

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

7. INDEMNITY AND INSURANCE

- a) **The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the services, equipment, and materials utilized and provided for the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage to property. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.**
- b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the attached City's Vendor Insurance Requirements.
- c) This Contract is not intended to extend the liability of the parties beyond that provided by law. The City does not waive, limit, or surrender any immunity or defense available to the City.

8. ASSIGNMENT

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

9. NOTICES

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

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

Mark Beatty
 Sr. VP
 Holbrook Asphalt
 1545 E Commerce Dr.
 St. George, UT 84790

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

10. MISCELLANEOUS

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

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

CITY OF CORINTH

Holbrook Asphalt

Scott Campbell, City Manager

Mark Beatty, SR VP

ATTEST:

Lana Wylie, City Secretary

Attachment A – Scope of Services

CONSTRUCTION REQUIREMENTS

- Equipment: Use a continuous flow mixing unit
 1. Capable of applying at (east 1 5,000 square yards of material per day.
 2. Equipped with full sweep agitation system* to assure proper suspension of fine aggregates.
 3. Equipped with an operator control station that adjusts material spread rate in accordance with project calibration process,
 4. Equipped with two separate filters. The primary filter should be at least 200 square inches with a face of 3/8 inch. The secondary filter needs to be at least 1,500 square inches with a filter face of 1/8 inch.
 5. Equipped with retractable spray bar capable of applying mixture without drilling. The bar should be positioned to meet calibration requirements.

- Storage Tanks
 1. When delivering mix from the central mixing plant to a job site storage tank, use only storage tanks with a capacity to contain the entire transport load.
 2. Ensure that all site storage tanks have internal fill] sweep mixing mechanisms and mixing capability that can provide at any given point in the tank a homogenous mix.

PREPERATION

- Calibration: On a test strip at least 300 feet long, determine the correct pump settings, spray bar height, and ground speed for the application equipment. Apply material with pump settings at 80 percent of maximum output (+ or — 5%) and a ground speed of 300 to 400 feet per minute.
 1. Do not begin or continue application without Engineer's knowledge of the calibration process and equipment settings.
 2. Do not deviate from calibration settings without Engineer's knowledge.

- Cleaning: Remove loose material, mud spots, sand, dust, oil, vegetation and other objectionable material, Do not flush water over cracks or apply pressurized water to cracked Clean the surface prior to installation.

PROTECTION

- Implement the traffic control plan requirements, Provide safe passage for pedestrians and vehicles. Do not proceed without flaggers.
 1. All barricades, signs and traffic control for this project shall conform to the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD) for Streets and Highways. Proper traffic control is the sole responsibility of the contractor and shall be in accordance with the TMUTCD. Care shall be used to create a safe work area, with minimum impact on the flow of traffic.
- 2. A minimum of two travel lanes (one for each direction) shall remain open at all times on all arterial streets.
- 3. A traffic control plan for each phase of the project shall be submitted to the City of Hurst Streets Division no less than 48 hours prior to the beginning of construction.
- 4. Construction cannot begin without a traffic control plan approved by the
- Protect trees, plants, and other ground cover from damage at no additional cost to the City.
- Install invert covers.
- Mask off end of streets and intersections to provide straight lines:
 1. Make straight lines along lip of gutters and shoulders. Keep same thickness in these areas. No runoff on these areas will be permitted,
 2. Mask-off Street Fixtures
- Protect structures, curb, gutter, sidewalks, guardrails, guideposts, etc. from spatter, mar, or overcoat.
- Protect surface treatment materials from traffic until it has cured.

APPLICATION

- Application Rate: If two separate application coats are required. The first application must be thoroughly dry and free of any damp areas before the second application begins,
 1. First application: 0.20 gallons per square yard minimum,
 2. Second application: 0.16 gallons per square yard minimum.
- Spreading. Keep constant delivery rate of material per square yard of surface,
 1. Do not reduce application rate along edges or around manhole covers.
 2. Apply both applications right to the edge of the pavement, Do not back away from curbs, manhole covers, and edges on either application.
 3. Make straight lines at all locations,
 4. Use hand squeegees to spread mix in areas that cannot be reached with distribution spray bar.
 5. Provide complete and uniform coverage.
 6. Avoid unsightly appearance from hand work.

AFTER APPLICATION

- Leave no streaks caused by plugged nozzle or improper spray bar height.
- Leave no holes, bare spots, or cracks.
- Expose and clean manholes, valve boxes, inlets and other service entrances and Street Fixtures.
- Do not permit traffic on product until surface has cured,

SUBMITTALS

- Traffic control plan,
- Notification plan for residents, mail, trash, other delivery services and emergency services.
- Mix Design: 10 days prior to use.
- Certification from emulsion manufacturer stating the base emulsion meets the requirements of the High-Density Mineral Bond base emulsion in section 55 of this specification.
- Certification from the manufacturer stating the completed High Density Mineral Bond meets the requirements of section 56 of this specification. • Warranty,

Attachment B

City's Standard Terms & Conditions
CITY OF CORINTH

GENERAL SERVICES

INSURANCE REQUIREMENTS EFFECTIVE MARCH 15, 2021

1.0 DEFINITION

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

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

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

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

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

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

1.1 GENERAL SERVICES REQUIREMENTS

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.

A. Minimum Limits of Insurance:

1. Commercial General Liability: \$500,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 1.A.1.
2. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.
3. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of services under the contract.

Attachment B

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

13. CONTRACT ENFORCEMENT:

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

14. DELIVERY:

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

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

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

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

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

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

- 20. INVOICES:** Each invoice shall be fully documented as to the Contractor's/vendor's name and address, receiving department's name and address, labor, materials and equipment provided, if applicable, and must reference the City of Corinth purchase order number in order to be processed. No payments shall be made on invoices not listing a purchase order number. Invoices shall be mailed directly to the City of Corinth, Attention: Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.
- 21. LATE SUBMITTALS:** The City will reject late bids/proposals. The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the Purchasing Office. Respondents may confirm receipt of packets by contacting Cindy Troyer, Purchasing Agent at 940-498-3286.
- 22. MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The City may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:
- A. Have adequate financial resources or the ability to obtain such resources.
 - B. Ability to comply with the required or proposed delivery schedule.
 - C. Have a satisfactory record of performance.
 - D. Have a satisfactory record of integrity and ethics.
 - E. Be otherwise qualified and eligible to receive an award.
- 23. NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the successful Respondent agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (i) either meets an exemption criterion 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 here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.
- 44. WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn any time prior to the official opening, as long as the request is received in writing from an authorized representative.

Attachment C Vendor Quotes with Corinth Pricing



Proposal

Project Location	Proposal #	Date Issued	PO/LD #
City of Corinth, TX Phase 1 Meadow North and Pecan Creek Subdivisions Corinth TX 76208	HAU950506	8/27/2024	

Terms
Due Upon Completion

Adviser Information
Kent Nobis
P: 435-619-0575 | E: kent@preserveasphalt.com

Description
HA5 High Density Mineral Bond

Bill To
City of Corinth, TX
Attn: Peter Cunningham
1200 N Corinth St
Corinth TX 76208

Item	Quantity	UM	Rate	Amount
HAS Clean & prepare surface using high pressure air & wire bristle brooms. Install "HAS" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HA5 meets demands of High Density Mineral Bond Specification established by agency engineers.	41,233	SqYd	4.10	169,055.30
Mobilization Mobilization	1	Ea	9,500.00	9,500.00

Asphalt repairs, crack sealing, and striping to be provided by others.

Bonds are not required by the city for this project.

No shuttle service will be provided.

Total	\$178,555.30
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Please sign for proposal acceptance: Do not sign this page, see final page for signing

HAUB16404

Exhibit D

Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the Contract is awarded, in accordance with Government Code 2252.908.

The Contractor shall:

1. Log onto the State Ethics Commission Website at:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofcorinth.com with the contract number in the subject line.
(EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 10th day before Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Attachment E

Vendor's Contract Documentation with Hurst Contract #24-004



CITY OF HURST

INVITATION TO BID

The City of Hurst is soliciting sealed bids to award an annual contract for the City's **High-Density Mineral Bond Seal Service**. At the City's option, this agreement may be renewed for four additional twelve-month periods.

The successful bidder shall furnish all materials, labor, tools, public safety equipment, and incidentals necessary to install a high-performance pavement seal to City locations as set forth in these specifications.

Designate on the front, lower, left hand corner of your response envelope, the following:

Bid Reference Number: 24-004

Subject: High Density Mineral Bond Seal Service

Bid Closing Time: February 27th, 2024 @ 2:30 pm

Note: Submit one original and one copy of your bid to the City. Please note on the front page which one is the original bid.

For Convenience at Bid Opening, Enter Total Quote on this Cover Page and Include in Sealed Response Envelope. (Do Not Place Quoted Prices on the Outside of the Envelope):

Bidder's Name: Andale Construction, Inc.

Total Cost: \$ 205,000.00
(Also, Enter Amount in "Authority to Quote" Section)

INSTRUCTIONS TO BIDDERS

- 1. BID SUBMISSION ADDRESS AND DEADLINE**
Completed bids will be received in Risk/Purchasing, City Hall, 1505 Precinct Line Road, Hurst, TX 76054 until the bid submission deadline (closing time and date) as stated on the cover page. Bid responses received after the closing time and date cannot be accepted. Faxed responses or other electronically submitted bids cannot be accepted.

If you do not wish to bid at this time, please submit a "No Bid" by the same time and date at the same location as stated for bidding.
- 2. SIGNATURES**
All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will not be accepted.
- 3. DEVIATIONS BETWEEN BID SPECIFICATIONS AND WORK PERFORMED**
The City reserves the right to perform a visual inspection and conduct engineering tests to verify compliance with all bid specifications and engineering standards for this type of work. Should the work fail to meet the bid specifications or engineering standards, the successful Bidder agrees that the City may elect to require specific performance by the successful Bidder at no additional cost to the City.
- 4. SAMPLES**
Samples of items used in this project, when required, must be furnished free, and, if the Bidder has not requested the return of the samples within 30 days from the bid opening date, the samples may be disposed of by the City.
- 5. ALTERING BIDS**
Bids cannot be altered, amended or withdrawn by the Bidder after the bid opening deadline. Any interlineations, alteration, or erasure made before this deadline, must be initialed by the signer of the bid, guaranteeing authenticity.
- 6. MODIFICATIONS AND AMENDMENTS**
The City shall have the right to modify the specifications prior to the bid submission deadline and will endeavor to notify all potential Bidders that have received a copy of the bid specifications, but failure to notify shall impose no obligation or liability on the City.
- 7. BID WITHDRAWAL OR REJECTION**
The City reserves the right to withdraw the request for bids for any reason. The City further reserves the right to accept or reject part or all of any specific bid or all bids and to accept or reject any trade-in.
- 8. LATE BIDS**
The City of Hurst is not responsible for lateness or non-delivery of mail, carrier, etc. to the City, and the time and date recorded in the Purchasing Office shall be the official time of receipt.

- 9. **IDENTICAL BIDS**
In the event of two or more identical low bids, the contract will be awarded as prescribed by Chapter 271, Subchapter Z, Section 271.901 of Vernon's Texas Local Government Codes Annotated.
- 10. **PRICES HELD FIRM**
All prices quoted by the Bidder will remain firm for a minimum of 90 days from the date of the bid closing until contract execution unless otherwise specified by the City.
- 11. **DESTINATION CHARGES**
All materials and equipment used in this project shall be included in the Bidder's quote, including all travel and destination charges.
- 12. **TITLE/RISK OF LOSS**
The risk of loss of the project shall not pass to the City until the City actually takes final acceptance of the project.
- 13. **CONTRACT COMPLETION DATE**
A delivery or contract completion date is to be provided by the Bidder unless otherwise stated in the City's specifications. This date may, where time is of the essence, determine the contract award. Fees for delay may be assessed beginning on the first day following the maximum delivery or completion time as stated in the plans and specifications.
- 14. **DEVIATION FROM SPECIFICATIONS**
Any deviations from specifications and alternate bids must be clearly shown with complete information provided by the Bidder. They may or may not be considered by the City.
- 15. **UNIT PRICES AND EXTENSIONS**
If unit prices and their extensions do not coincide, the City may accept the bid for the lesser amount.
- 16. **ASSIGNMENT**
The successful Bidder's rights and duties awarded by the agreement may not be assigned to another without the written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assignor of the liability in the event of default by the assignee.
- 17. **BID AMBIGUITY**
Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with the specifications, instructions, and all conditions of bidding shall be construed in the favor of the City.
- 18. **CHANGE ORDERS**
No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications. All change orders to the agreement will be made in writing and shall not be effective unless signed by an authorized representative of the City.

- 19. **LIENS**
The successful Bidder agrees to and shall indemnify and save harmless the City of Hurst against any and all liens and encumbrances for all labor, goods, and services which may be provided under the City's request, by seller or seller's Supplier(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

- 20. **PATENT INDEMNITY**
The successful Bidder hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the successful Bidder agrees to indemnify and hold harmless the City of any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

- 21. **GRATUITIES/BRIBES**
The City may, by written notice to the successful Bidder, cancel this agreement without liability to the successful Bidder if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative to any City officer, employee, or elected representative with the respect to the performance of the agreement. In addition, the successful Bidder may be subject to penalties stated in Title 8 of the Texas Penal Code.

- 22. **RESPONSE FORM TO BE USED**
Unless otherwise stated in these specifications, the bid quote must be submitted on the form provided. See Paragraph 37.

- 23. **SAFETY DATA SHEETS (SDS)**
No SDS's are required for this bid.

- 24. **DURATION OF AGREEMENT and PRICE ADJUSTMENTS**
The successful Bidder will be awarded a twelve (12) month agreement effective the date of award. Prices must not be increase for the entire agreement period. At the City's option, the agreement may be renewed for four (4) additional twelve (12) month periods, then from month-to-month until a new agreement is terminated. The items purchased under this agreement may be subject to a price increase at the time of renewal based on the current Producers Price Index or Employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Bureau of Labor Statistics does not accumulate data on the products or services defined by these specifications, by mutual agreement, the successful bidder may increase its prices for an amount not the exceed 5%.

Price decrease are allowed at any time.

Any request for a price increase must be presented to the City at least 60 days before the expiration of the current agreement.

- 25. **TERMINATION OF AGREEMENT**
The City reserves the right to terminate this agreement with ten (10) days written notice if the successful Bidder fails to perform in a manner deemed acceptable to the City. Upon

delivery of such notice by the city to the successful Bidder, the successful Bidder shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Bidder shall submit a statement to the City for payment of that portion of the agreement successfully performed.

26. **PAYMENT and TAXES**

Payment to the successful Bidder will be as a lump sum payment after satisfactory receipt of the product, as determined by the City, and receipt of invoice or other billing instrument used by the successful Bidder. In accordance with Sec. 2251.021 of the Texas Government Code, payment to the successful Proposer. The City is exempt from Federal Excise and State Tax; therefore, tax must not be included in the bid price.

All prices quoted shall include all charges, including delivery and set-up fees.

27. **WAGE RATES FOR CONSTRUCTION OF A PUBLIC WORK**

All bidders will be required to comply with Chapter 2258, Prevailing Wage Rates of Vernon's Texas Codes Annotated with respect to the payment of prevailing wage rates. This applies to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under the public supervision or direction. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.

A worker employed on a public work by or on behalf of the City shall be paid not less than the general prevailing rate of per diem wages for the work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

The State of Texas has adopted the Federal Davis-Bacon wage rates for the use in Texas and the City pursuant to and in accordance with the Texas Government Code, Section 2258.022. You may access the U. S. Department of Labor web site at the following web address to obtain these rates to be used in Tarrant County:

<https://www.dol.gov/agencies/whd/government-contracts/construction/faq/conformance>

It shall be the responsibility of the successful bidder to obtain the proper wage rates from this site for Tarrant County for the type of work defined in these bid specifications.

28. **BRAND or MANUFACTURER'S REFERENCE**

The City of Hurst has determined that any brand name listed in the specifications meets the City's needs. This manufacturer's reference is not intended to be restrictive, but descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the bid is fully noted with the manufacturer's brand name and model. The city reserves the right to determine products of equal value.

Bidders will not be allowed to make unauthorized substitutions after award is made.

29. **COOPERATIVE GOVERNMENTAL PURCHASING**

Other Governmental entities utilizing interlocal agreements with the City of Hurst, may desire, but are not obligated, to purchase goods or services defined in this solicitation from the successful Bidder. All purchases by governmental entities, other than the City of Hurst, will be billed directly to and paid by that governmental entity. The City of Hurst will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with successful Bidder and be responsible for ensuring full compliance with the bid specifications.

Prior to other governmental entities placing orders, the City of Hurst will notify the successful bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City of Hurst.

Yes, Others can purchase; No, Only the City of Hurst can purchase

30. **NOTIFICATION OF BID SPECIFICATIONS**

Please check below how you learned of these bids specifications:

- City Newspaper Advertisement; PublicPurchase.com
- City Mailed Me a Copy; Cold Call to the City
- City's Web Site Other: _____

31. **COMMENCEMENT OF WORK**

The successful Bidder will notify the City 48 hours prior to beginning work.

32. **FINANCIAL STATEMENT**

If requested by the City, the bidder shall provide a current financial statement audited by a Certified Public Accountant (CPA).

33. **STANDARD FORM OF AGREEMENT**

The successful Bidder shall agree to use the City's "Standard Form of Agreement". See sample attached.

34. **REFERENCES**

Each Bidder is to provide a minimum of three (3) verifiable references in which the Bidder has provided this or a similar service. List the references on Attachment I.

35. **CLAIMS and DAMAGES**

The Contractor agrees to assist and cooperate with its insurance carrier in the investigation and review of all third-party claims. In the event the Contractor fails to assist and cooperate with its insurance company, the City reserves the right and option to

withhold a sum from the next payment due the Contractor or its final payment equal to a reasonable sum equivalent to the claim. In the event the Contractor continues its failure to assist and cooperate with its insurance company for a period of thirty (30) days after the City notifies it that the City has withheld such amount, the City reserves the right and option to resolve and settle the claim with said funds. Any funds in excess of the amount necessary to settle the claim shall be paid to the Contractor.

36. **VIDEO TAPE OF PRE-EXISTING CONDITIONS**

At the City's request, the successful Bidder agrees to video tape, to the City's satisfaction, the property site, and its adjacent areas, prior to the beginning of site preparation or construction. A copy of this tape shall be given to the City for its records.

37. **CONFLICT OF INTEREST**

Pursuant to the requirements of Section 176.002(a) of the Texas Local Government Code, Suppliers or Respondents who meet the following criteria must fill out a conflict of interest questionnaire no later than the 7th day after the person begins contract discussions or negotiations with the City or submits to the City an application, response to a request for proposals or bids, correspondence or another writing related to a potential agreement with the City:

A Supplier or Respondent that:

- (1) contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; or
- (2) is an agent of a person described in Subdivision (1) in the person's business with a local governmental entity. Any person who meets the criteria. As for enforcement to ensure the veracity of the Suppliers, the statute makes it a Class C Misdemeanor to violate the Supplier disclosure provisions.

By submitting a response to this Bid/RFP, supplier, contractor or person represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

38. **FUNDING OUT**

The continuation of this annual agreement with the successful bidder is contingent, in part, upon the continued availability of appropriations.

39. **EXCESS OR INCORRECT QUANTITIES**

Materials delivered in error or in excess of the quantity ordered may, at the City's option, be returned at the Bidder's expense.

40. **NUMBER OF BIDS TO SUBMIT TO THE CITY**

Submit one original and one copy of your bid to the City. Please note on the front page which one is the original bid.

41. **SPECIFICATION CLARIFICATION**

For clarification to these specifications, call the City's Streets Division at (817) 788-7202 or Risk/Purchasing at (817) 788-7017.

42. **CONSTRUCTION REQUIREMENTS**

- Equipment: Use a continuous flow mixing unit.
 1. Capable of applying at least 15,000 square yards of material per day.
 2. Equipped with full sweep agitation system to assure proper suspension of fine aggregates.
 3. Equipped with an operator control station that adjusts material spread rate in accordance with project calibration process.
 4. Equipped with two separate filters. The primary filter should be at least 200 square inches with a face of 3/8 inch. The secondary filter needs to be at least 1,500 square inches with a filter face of 1/8 inch.
 5. Equipped with retractable spray bar capable of applying mixture without drilling. The bar should be positioned to meet calibration requirements.
- Storage Tanks.
 1. When delivering mix from the central mixing plant to a job site storage tank, use only storage tanks with a capacity to contain the entire transport load.
 2. Ensure that all site storage tanks have internal full sweep mixing mechanisms and mixing capability that can provide at any given point in the tank a homogenous mix.

43. **PREPERATION**

- Calibration: On a test strip at least 300 feet long, determine the correct pump settings, spray bar height, and ground speed for the application equipment. Apply material with pump settings at 80 percent of maximum output (+ or - 5%) and a ground speed of 300 to 400 feet per minute.
 1. Do not begin or continue application without Engineer's knowledge of the calibration process and equipment settings.
 2. Do not deviate from calibration settings without Engineer's knowledge.
- Cleaning: Remove loose material, mud spots, sand, dust, oil, vegetation and other objectionable material. Do not flush water over cracks or apply pressurized water to cracked pavement. Clean the surface prior to installation.

44. **PROTECTION**

- Implement the traffic control plan requirements. Provide safe passage for pedestrians and vehicles. Do not proceed without flaggers.
 1. All barricades, signs and traffic control for this project shall conform to the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD) for Streets and Highways. Proper traffic control is the sole responsibility of the contractor and shall be in accordance with the TMUTCD. Care shall be used to create a safe work area, with minimal impact on the flow of traffic.
 2. A minimum of two travel lanes (one for each direction) shall remain open at all times on all arterial streets.
 3. A traffic control plan for each phase of the project shall be submitted to the City of Hurst Streets Division no less than 48 hours prior to the beginning of construction.

4. Construction cannot begin without a traffic control plan approved by the City.
 - Protect trees, plants, and other ground cover from damage at no additional cost to the City.
 - Install invert covers.
 - Mask off end of streets and intersections to provide straight lines:
 1. Make straight lines along lip of gutters and shoulders. Keep same thickness in these areas. No runoff on these areas will be permitted.
 2. Mask-off Street Fixtures
 - Protect structures, curb, gutter, sidewalks, guardrails, guide posts, etc. from spatter, mar, or overcoat.
 - Protect surface treatment materials from traffic until it has cured.
45. **APPLICATION**
- Application Rate: If two separate application coats are required. The first application must be thoroughly dry and free of any damp areas before the second application begins.
 1. First application: 0.20 gallons per square yard minimum.
 2. Second application: 0.16 gallons per square yard minimum.
 - Spreading. Keep constant delivery rate of material per square yard of surface.
 1. Do not reduce application rate along edges or around manhole covers.
 2. Apply both applications right to the edge of the pavement. Do not back away from curbs, manhole covers, and edges on either application.
 3. Make straight lines at all locations.
 4. Use hand squeegees to spread mix in areas that cannot be reached with distribution spray bar.
 5. Provide complete and uniform coverage.
 6. Avoid unsightly appearance from hand work.
46. **AFTER APPLICATION**
- Leave no streaks caused by plugged nozzle or improper spray bar height.
 - Leave no holes, bare spots, or cracks.
 - Expose and clean manholes, valve boxes, inlets and other service entrances and Street Fixtures.
 - Do not permit traffic on product until surface has cured.
47. **SUBMITTALS**
- Traffic control plan.
 - Notification plan for residents, mail, trash, other delivery services and emergency services.
 - Mix Design: 10 days prior to use.
 - Certification from emulsion manufacturer stating the base emulsion meets the requirements of the High Density Mineral Bond base emulsion in section 55 of this specification.
 - Certification from the manufacturer stating the completed High Density Mineral Bond meets the requirements of section 56 of this specification.
 - Warranty.

48. **QUALITY ASSURANCE**

- Contractor has successfully completed at least five (5) projects of similar size and nature, using the same mix design as described. Acceptable performance after five year period is no less than 70% residual coverage in the treated surface area.
- Foreman of the crew has completed at least three (3) projects of similar size and nature.
- Do not change the source of the emulsified asphalt or aggregate without supporting changes in the mix design.
- Reject asphalt emulsion that does not meet requirements of this section.
- Remove product found defective after installation and install acceptable product at no additional cost to the City.

49. **WEATHER**

- Temperature:
 1. Apply surface treatment material when air and roadbed temperatures in the shade are 45° Fahrenheit (°F) and rising.
 2. Do not apply surface treatment material if pavement or air temperature is below 45° Fahrenheit (°F) and falling or if the finished product will freeze before 48 hours.
- Moisture: Do not apply surface treatment material during rain or unsuitable weather.

50. **WARRANT**

- The surface treatment material must carry a warranty from both the Contractor and the manufacturer for a period of five (5) years when applied to pavement in appropriate condition. Acceptable performance after 5 years is defined as, no less than 70% residual inter-aggregate coverage in the treated surface area. The warrant includes coverage for peeling and delamination. Mechanical disturbances by snow plow chatter, studded tires, etc. are excluded from warranty.

51. **HIGH DENSITY MINERAL BOND BASE EMULSIFIED ASPHALT**

- Non-ionic base emulsion used in High Density Mineral Bond, at 77° F., must meet the requirements of Table 1 below.

Table 1

Non-Ionic Emulsion - Emulsifier Type: Inorganic*			
Criteria	ASTM/AASHTO METHOD	Specification	Unit
Initial Brookfield Viscosity at 77°F (RV-5, 20 rpm)	D2196	11,000 – 20,000	cPs
pH	E70	5.0 – 7.5	pH
Density	T59	8.5 – 9.0	lbs/gal
Solids Content	T59	50.0 – 54.0	%, by weight
Ash Content of emulsion	T111	4.0 – 6.0	%, by weight

*Inorganic is defined as a non-carbon-based emulsifier

52. AGGREGATE

- Slate:

Table 2

Slate			
Criteria	ASTM METHOD	Specification	Unit
Specific gravity	C128	>2.6	--
Compression	C170	11,000 min	psi

- Refined Corundum

Table 3

Refined Corundum		
Criteria	ASTM Method	Specification
Specific Gravity	C128	> 3.9
Knoop 100 Hardness	C1326	> 2,000
Ball Mill Fiability	ANSI B74.8	50 (14 grit)

53. **COMPLETED HIGH DENSITY MINERAL BOND MIX DESIGN**

- Completed high Density Mineral Bond material, prior to being loaded for install must meet the requirements in Table 4 below:

Table 4

Criterion	ASTM/AASHTO Method	Specification	Unit
Asphalt Content	D2172 ¹	17.0 – 20.0	%, by weight
Solids Content	D1644	55.0 – 63.0	%, by weight
Initial Brookfield Viscosity at 77°F (RV-4, 20 rpm)	D2196	5,500 – 9,000	cPs
Ash Content of wet mix	C2939	>38.0	%, by weight
Ash Content of Solids	T111 ²	>63.0	%, by weight
Density	T59	>11.0	lbs/gal
pH	E70	6.0 – 8.0	
Total Inorganic Aggregate Content	T111 ³	>34.0	%, by weight
Total Sand Content		<6.0	%, by weight
Maximum VOC	D3960	<5.0	g/l
Resistance to Re-emulsification	D2939	No Re-emulsification	--
Wear Resistance	D2486 Modified ⁴	<4.0%	% loss, by weight

1. Report Asphalt Content of Mixture prior to being loaded for install as % Solids minus % Ash.
2. Ash Content as a percentage of Solids Content.
3. Ash Content of completed HDMB minus Ash Content of HDMB Base Non-Ionic Emulsion. Total Inorganic Aggregate Content defined as slate, refined corundum, and sand.
4. ASTM D2486 (Modified): Prepare samples at 48 Wet Mills on glass panel. Dry at 77°F for 3 days. Immerse in water for 24 hours at 77°F. Test scrub resistance with 1,000 gram brass brush for 12,000 cycles. Report % of dry film lost.

BONDS, INSURANCE, and INDEMNITY

BONDS

Bid Bonds

All bids shall be accompanied by a bid bond and power of attorney issued by a corporate surety authorized (licensed) to do business in the State of Texas and acceptable to the City in the amount of 5% of the total maximum bid as guarantee that the bidder will enter into a contract and execute performance, payment, and (if required) maintenance bonds within ten (10) days after notice of award of contract. In lieu of a bid bond, the City will accept a cashier's check issued on a national or state bank.

Performance, Payment, and Maintenance Bonds

The successful bidder must furnish performance, payment, and maintenance bonds with the appropriate "powers of attorney" in the amount of one hundred percent (100%) of the contract total maximum price from a corporate surety authorized (licensed) by the State of Texas and acceptable to the City. The maintenance bond shall be in effect for a period of two (2) years after final acceptance of the work.

NOTE: Performance, payment, and maintenance bonds will not be required on contracts that do not exceed the annual sum of \$25,000.

INSURANCE

The successful Bidder shall meet the minimum insurance requirements as defined in Attachment II.

INDEMNITY

The successful Bidder agrees to defend, indemnify, and hold the City and all of its officers, agents, employees, and elected officials whole and harmless to the extent authorized by law against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the successful Bidder, or any agent, servant, or employee of the successful Bidder in the execution of the performance of this agreement, without regard to whether such persons are under the direction of City agents or employees.

SPECIFICATIONS

1. ESTIMATED ANNUAL QUANTITIES

The City estimates that it will treat approximately 50,000 SY of asphalt a year. These estimated quantities are based upon the best available information. The City reserves the right to increase or decrease the quantity by any amount deemed necessary to meet its needs without any adjustments in the quoted price.

2. MINIMUM QUALITY SPECIFICATIONS

All products quoted must be in full compliance with acceptable portions of the last edition of Texas Highway Standard Specifications.

3. DELIVERY LOCATION

All deliveries are to be made to the following address:

Streets Division
Various locations within Hurst
City of Hurst Service Center
2001 Precinct Line Road
Hurst, TX 76054

AUTHORITY TO QUOTE

I agree to meet the stated minimum requirements as set forth in these specifications and any documents attached for the total price of:

The following quote includes the cost of all labor, materials, incidentals, tools, and safety equipment.

As Primary Supplier

ITEM	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL
1.	Mobilization, Notification, Traffic Control, Clean, prepare and place High Density Mineral Bond seal in accordance with attached Bid Item Notes and Specifications	\$ 4.10	50,000 SY	\$ 205,000.00
TOTAL (Also, place this total on the cover page)				\$ 205,000.00

WE AGREE TO SERVE AS A SECONDARY SUPPLIER IF NOT SELECTED AS THE
PRIMARY SUPPLIER..... [] YES; [X] NO.

Bidder/Company Name: Andale Construction, Inc.

Authorized Representative: Peter J. Molitor

Signed: *Peter J. Molitor*

Title: President

Address: 3170 N Ohio St

City, State & Zip: Wichita, KS 67219

Telephone: () 316-832-0063

Fax #: () 316-440-8810

E-Mail Address: jackie@andaleconstruction.com

Date: 02/26/2024

Estimated Number of Days to
Begin Work After Receipt of City's Proceed Letter: 30

Warranty (Please Describe): 5 Year Warranty

ATTACHMENT I

REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable references in which the Bidder has sold and maintained this or a similar product.

Company Name: City of Pflugerville, TX

Address: P O Box 589, Pflugerville, TX 78691

Contact Person: Evan Groeschel

Telephone #: () 512-990-6416

Project Awarded by Reference: P O 23478

Company Name: City of San Angelo, TX

Address: 72 W College Ave., San Angelo, TX 76903

Contact Person: Nick Cosentino

Telephone #: () 325-657-4547

Project Awarded by Reference: P O 130669

Company Name: City of Hurst, TX

Address: 1505 Precinct Line Rd., Hurst, TX 76054

Contact Person: Jerry Lewandowski

Telephone #: () 817-788-7018

Project Awarded by Reference: Contract 19-007

ATTACHMENT II

INSURANCE

SECTION A. Prior to the approval of this agreement/contract by the City, the successful Bidder/Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriters/insurance carriers to the coverages, limits, and termination provisions shown thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY.

INSURANCE COVERAGE REQUIRED

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at the Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following types and amounts:

	TYPE	AMOUNT
1.	Workers' Compensation and Employer's Liability	Statutory \$100,000/500,000/100,000

	TYPE	AMOUNT
2.	Commercial General (Public) Liability insurance including coverage for the following: a. Premises Operations b. Independent contractors c. Products/completed operations d. Personal injury e. Advertising injury f. Contractual liability g. Medical payments	Combined single limit for bodily injury and property damage in the amount of \$500,000 per occurrence or its equivalent.

	TYPE	AMOUNT
3.	Comprehensive Automobile insurance, including coverage for loading and unloading hazards, for: a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined single limit for bodily injury and property damage in the amount of \$500,000 per accident or its equivalent.

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

The successful Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate, or its attachment, the following required provisions:

- A. Name the City of Hurst and its officer, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- B. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change; 10 days notice for workers' compensation coverage;
- C. The Contractor agrees to waive subrogation against the City of Hurst, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- D. All copies of the certificates of insurance shall reference the project name or bid number for which the insurance applies;
- E. Provide that all provisions of this agreement concerning liability, duty, and standard of care, together with the indemnification provision, shall be underwritten by contractual liability sufficient to include such obligations within applicable policies;
- F. For coverages that are only available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life

of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of 5 years which shall begin at the end of the warranty period;

- G. Provide for notice to the City of Hurst at the two addresses shown below by registered mail.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior to the change. The notice must be accompanied by a replacement Certificate of Insurance.

All notices shall be given to the City at the following two addresses:

Streets Division
City of Hurst Public Works Department
2001 Precinct Line Road
Hurst, TX 76054

Risk/Purchasing
City Hall
1505 Precinct Line Road
Hurst, TX 76054

SECTION D. Approval, disapproval, or failure to act by the City of Hurst regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

**WORKERS' COMPENSATION INSURANCE
FOR
BUILDING OR CONSTRUCTION PROJECTS**

TEXAS WORKERS' COMPENSATION COMMISSION RULE 28, §110.110

As required by the Texas Workers' Compensation Commission Rule 28, §110.110, the Contractor shall accept the following definitions and comply with the following provisions:

Workers' Compensation Insurance Coverage

A. Definitions:

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

Duration of the Project – includes the time from the beginning of the work on the project until the Contractor's/Person's work on the project has been completed and accepted by the City of Hurst.

Persons providing services on the project ("Subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employee of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the City of Hurst prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City of Hurst showing that coverage has been extended.

- E. The Contractor shall obtain from each person providing services on a project, and provide to the City of Hurst:
 - (1) A certificate of coverage, prior to that person beginning work on the project, so the City of Hurst will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The Contractor shall notify the City of Hurst in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
 - (2) Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) A Certificate of coverage prior to the other person beginning work on the project; and
 - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (5) Retain all required certificates of coverage on file for the duration of the project, and for one year thereafter;
 - (6) Notify the City of Hurst in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City of Hurst that all employees of the Contractor who provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provision is a breach of contract by the Contractor which entitles the City of Hurst to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the City of Hurst.

As defined by the Texas Labor Code, Chapter 269, Section 406.096 (e), building or construction is defined as:

- 1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- 2. Remodeling, extending, repairing, or demolishing a structure; or
- 3. Otherwise improving real property or an appurtenance to real property through similar activities.

The employment of a maintenance employee who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Andale Construction Inc.
3170 N. Ohio Street
Wichita, KS 67219

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company
P. O. Box 1635
Milwaukee, WI 53201-1635

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Hurst
1505 Precinct Line Road
Hurst, TX 76054

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

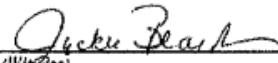
High Density Mineral Bond Seal Service; Bid Reference Number: 24-004

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

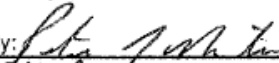
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of February, 2024



(Witness)

Andale Construction Inc.
(Principal) _____ (Seal)

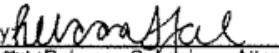
By: 

(Title) President



(Witness)

Old Republic Surety Company
(Surety) _____ (Seal)

By: 

(Title) Rebecca S. Deal Attorney-in-Fact
Surety Phone No. 262-797-2640



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: CHRISTY M BRAILE, DEBRA J SCARBOROUGH, JEFFREY C CAREY, MARY T. FLANIGAN, PATRICK T. PRIBYL, EVAN D. SIZEMORE, CHARISSA D. LECUYER, REBECCA S. LEAL, TAHITIA M. FRY, C. STEPHENS GRIGGS, VERONICA LAWVER, LAUREN SCOTT, HILLARY D. SHEPARD

ERIN C. LAVIN KELLIE A. MEYER of Kansas City, MO its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7th day of October 2022

Handwritten signature of Karen J. Haffner, Assistant Secretary, and Alan Pavlic, President, with corporate seal of Old Republic Surety Company.

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS On this 7th day of October 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Handwritten signature of Kathryn R. Pearson, Notary Public

My Commission Expires: September 28, 2026 (Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-5654 Signed and sealed at the City of Brockfield, WI this 27th day of February 2024 Handwritten signature of Karen J. Haffner, Assistant Secretary

LOCKTON COMPANIES, LLC.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Old Republic Surety Company's and/or Old Republic Insurance Company's toll-free telephone number for information or to make a complaint at:

1-(800) 527-9834

You may also write to Old Republic Surety Company and/or Old Republic Insurance Company at:

**PO Box 569480
Dallas, TX 75356-9480**

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:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or Old Republic Surety Company and/or Old Republic Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Old Republic Surety Company's / Old Republic Insurance Company's para informacion o para someter una queja al:

1-(800) 527-9834

Usted tambien puede escribir a Old Republic Surety Company / Old Republic Insurance Company:

**PO Box 569480
Dallas, TX 75356-9480**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-(800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o Old Republic Surety Company / Old Republic Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2024 DATE (MM/DD/YYYY) 2/20/2024

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: The Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: The Cincinnati Insurance Company	10677	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED 1401588 ANDALE READY MIX CENTRAL, INC. ANDALE CONSTRUCTION, INC. 3170 N. OHIO WICHITA KS 67219														

COVERAGES * CERTIFICATE NUMBER: 20305526 REVISION NUMBER: XXXXXXXX

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	ADDITIONAL INSURED	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 checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOG OTHER: _____	Y	Y	GLO0183143-07	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP0183144-07	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	EXS0665313	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PROD/COMP OPS \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCD183142-07	10/1/2023	10/1/2024	<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)
 RE: BID NUMBER: 24-004 - HIGH DENSITY MINERAL BOND SEAL SERVICE, CITY OF HURST AND ITS OFFICER, EMPLOYEES, AND ELECTED REPRESENTATIVES ARE ADDITIONAL INSURED ON GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIABILITY AND WORKERS COMPENSATION, AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER 20305526 CITY OF HURST 2001 PRECINCT LINE ROAD HURST, TX 76054	CANCELLATION See Attachments 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
--	--

Attachment Code: D596507 Certificate ID: 20305526



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO0183143-07	Effective date: 10/1/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above;
- or
- (2) "Your work", with respect to Paragraph 1.b. above,

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement;
- and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part,

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

U-GL-2182-A CW (02/19)
Page 1 of 4

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Attachment Code: D596507 Certificate ID: 20305526

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

U-GL-2162-A CW (02/19)
Page 2 of 4

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Attachment Code: D596507 Certificate ID: 20305526

B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, 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 failure to render, any professional architectural, engineering or surveying services 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 architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition under Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – Limits Of Insurance:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

Attachment Code: D596507 Certificate ID: 20305526

- 1.Required by the written contract or written agreement referenced in Section A. of this endorsement; 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.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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U-GL-2162-A CW (02/19)
Page 4 of 4

Attachment Code: D549659 Certificate ID: 20305526

Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO0183143-07 Effective Date: 10/1/2023

This endorsement applies to insurance provided under the:
Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. Such list:
 - 1. Must be provided to us prior to cancellation or non-renewal;
 - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 - 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - 1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,
 unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - 1. Extend the Coverage Part cancellation or non-renewal date;
 - 2. Negate the cancellation or non-renewal; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

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U-GL-1821-B CW (01/19)
Page 1 of 2

Attachment Code: D549659 Certificate ID: 20305526

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

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U-GL-1521-B CW (01/19)
Page 2 of 2

Attachment Code: 25-59658-01 From ID: 20120516
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 06 43

**BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL
ENDORSEMENT** This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS**

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
Insurance Company

Policy No.

Endorsement No.
Premium \$

WC 99 06 43

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Attachment Code: D549661 Certificate ID: 20305526

Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP0183144-07	Effective Date: 10/1/2023

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply.	
** If a number is not shown here, 30 days continues to apply.	

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

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C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Attachment Code: D596506 Certificate ID: 20305526

Coverage Extension Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP0183144-07	Effective Date: 10/1/2023

This endorsement modifies insurance provided under the:

- Business Auto Coverage Form**
- Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:
The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also 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.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs a.(2) and a.(4) of the Coverage Extensions Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the 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.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing Exclusion** in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in **B. Exclusions of Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in **B. Exclusions of Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage Provision** of the **Physical Damage Coverage Section**:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage Section** is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage Section**:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension for Loss Of Use Expenses** in the **Physical Damage Coverage Section** is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto". However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Personal Effects Coverage

a. We will pay up to \$750 for "loss" to personal effects which are:

- (4) Personal property owned by an "insured"; and
- (5) In or on a covered "auto".

b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

- (1) The reasonable cost to replace; or
- (2) The actual cash value.

c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

- (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
- (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
- (3) Paintings, statuary and other works of art.
- (4) Contraband or property in the course of illegal transportation or trade.
- (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. Any

coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The Physical Damage Coverage Deductible Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

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L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

- 3. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
- 4. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

- 5. Breakdown;
- 6. Repair;
- 7. Servicing;
- 8. "Loss"; or
- 9. Destruction.

2. The following is added to the Paragraph A. **Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Attachment Code: D596506 Certificate ID: 20305526

P. Employee Hired Autos – Physical Damage

Paragraph b. of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph f. of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (4) Any covered "auto" you lease, hire, rent or borrow; and
- (5) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (6) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (7) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph 7.b.(5) of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph B. **Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"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.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of **Section III – Physical Damage Coverage** is replaced by the

following: **4. Coverage Extensions**

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 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 Causes 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 expiration, when the covered "auto" is returned to use or we pay for its "loss".

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Attachment Code: D596506 Certificate ID: 20305526

A. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A, Coverage of the Physical Damage Coverage Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

B. Return of Stolen Automobile

The following is added to the Coverage Extension Provision of the Physical Damage Coverage Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Attachment Code: D598230 Certificate ID: 20305526

POLICY NUMBER: GLO0183143-07

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

ANY CONSTRUCTION PROJECT EXCEPT A CONSTRUCTION PROJECT FOR WHICH A CONSOLIDATED (WRAP-UP) OR SIMILAR INSURANCE PROGRAM HAS BEEN PROVIDED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I -- Coverage A, and for all medical expenses caused by accidents under Section I -- Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

□

Attachment Code: D598230 Certificate ID: 20305526

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I -- Coverage A, and for all medical expenses caused by accidents under Section I -- Coverage X, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. Any payments made under Coverage A for damages or under Coverage X for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- A. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- B. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- C. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

ATTACHMENT III

**STANDARD FORM OF AGREEMENT
BETWEEN THE CITY OF HURST AND CONTRACTOR**

THIS AGREEMENT is effective as of the date stated on the signatory page by and between the City of Hurst (hereinafter called OWNER) and

Andale Constrution, Inc.

of the City of Wichita, County of Sedgwick,

State of Kansas (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

The PROJECT for the Work detailed under the Contract Documents (see Article 7 of this Agreement for items included in the "Contract Documents") is generally identified as follows:

High Density Mineral Bond Seal Service

Bid Reference Number: 24-004

Article 2. CONTRACT TIME

2.1. This contract will begin on its execution and continue for twelve months. At the City's option this agreement may be renewed for four, additional 12-month periods.

2.2. OWNER and CONTRACTOR recognize that time is of the essence with this agreement and OWNER and CONTRACTOR agree that if the Work is not completed within the time mutually determined by the CONTRACTOR and OWNER, plus written extensions allowed by OWNER, that OWNER shall deduct \$100 a working day from the amount due CONTRACTOR for delay (but not as a penalty) for each day that expires after the time period set at the beginning of the project.

Article 3. CONTRACT PRICE.

3.1 OWNER shall pay CONTRACTOR price as quoted in Contractor's bid plus additional work performed when authorized by OWNER.

Article 4. PAYMENT PROCEDURES.

4.1 Payment to CONTRACTOR will in one lump sum after satisfactory completion, and acceptance by the City, of the work defined in the contract documents and receipt of invoice or other billing instrument used by CONTRACTOR. All charges are to be less sales tax as OWNER is tax exempt.

Article 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this agreement CONTRACTOR makes the following representations:

5.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract, Documents, Work to be performed, site(s), locality, tests, reports, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

5.2 CONTRACTOR has correlated the results of all such observations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

5.3 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by OWNER is acceptable to CONTRACTOR.

Article 6. MISCELLANEOUS

6.1 ASSIGNMENTS: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6.2 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

6.3 TERMINATION: OWNER may terminate the Contract by giving CONTRACTOR notice in writing. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this Contract to the date of the termination. OWNER shall then pay CONTRACTOR that portion of the prescribed charges which the services actually performed under this Contract bear to the total services called for under this Contract less such payments on account of the changes as have been previously made. Copies of all completed designs, plans, and specifications prepared under this Contract shall be delivered to OWNER when and if this Contract is terminated.

6.4 CLEANUP:

During Work

CONTRACTOR shall, at all times, keep the job site free from materials, debris, and rubbish as is practical and shall remove same from any portion of the job site when, in the opinion of the City's

representative, it becomes objectionable, interferes with the project or endangers the safety of the general public.

Final

Upon completion of the work, CONTRACTOR shall remove from the site, all materials, tools and equipment belonging to him, and leave the site with an appearance acceptable to the City's representative. CONTRACTOR shall thoroughly clean all equipment and material installed by him and shall deliver over such materials and equipment in a clean and new appearing condition. Any area damaged or disturbed by CONTRACTOR outside the City rights of way and easements shall be restored to original condition to the satisfaction of the property owner. A release from the property owner may be required. Restoration of all other areas outside the actual work site shall be to original condition or as outlined in the Contract Documents.

6.5 SUBCONTRACTING

1. CONTRACTOR may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

2. CONTRACTOR shall not award any work to any subcontractor until CONTRACTOR submits to OWNER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as OWNER may require.

3. CONTRACTOR shall be as fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

4. CONTRACTOR shall have a person, that is on his payroll and with the authority to make decisions, on site at all times. This individual must be able to communicate in English.

5. Nothing contained in this Contract shall create any contractual relation between any subcontractor and OWNER. CONTRACTOR is an independent contractor.

6.6 PERMITS AND LICENSES: CONTRACTOR shall procure at his expense all permits and licenses necessary, pay all charges and fees and give all notices necessary and incident to the prosecution of the work. Fees, except for special licensing, such as Master Electrician, etc., will be waived for required City permits.

6.7 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, religion, national origin, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations, rates of pay, or other forms of compensation, selection of training, including apprenticeship, and participating in recreational and education activities. CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration of employment without regard to race, color, sex, religion, national origin, or disability. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for standard commercial supplies, raw materials, and labor.

6.8 INSURANCE: Prior to execution of this Contract, and before CONTRACTOR begins Work, CONTRACTOR must provide OWNER with proof of insurance as defined in the Contract Documents.

6.9 SAFETY: CONTRACTOR shall comply with all Occupational Safety and Health Act (OSHA) standards and any other Federal, State or Local rules and regulations applicable to construction and/or maintenance activities in the State of Texas.

City Safety Personnel or any supervisor may, but are not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk or loss for injuries or damage sustained as a result of a violation of these safety articles from CONTRACTOR to OWNER. CONTRACTOR shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.

6.10 CLAIMS and DAMAGES: Any bodily injury or property damage to OWNER or third parties caused by CONTRACTOR, his employees, agents, or subcontractors must be resolved to OWNER's satisfaction prior to OWNER's release of CONTRACTOR's final payment.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between CONTRACTOR and OWNER concerning the work consist of the following:

- 7.1 Invitation to Bid
- 7.2 Bid Specifications and CONTRACTOR's Response
- 7.3 Insurance Attachment
- 7.4 Insurance Certificate (completed by CONTRACTOR's insurance agent/broker)
- 7.5 Bid, Performance, Payment, and Maintenance Bonds

Executed on behalf of CONTRACTOR by its owner or authorized representative shown below, and on behalf of OWNER by its authorized representative, this agreement will be effective on

the 4th day of March, 2024.

OWNER:

City of Hurst
1505 Precinct Line Road
Hurst, TX 76054

CONTRACTOR:

Name: Andale Construction, Inc.
Address: 3170 N Ohio St
City: Wichita
State: Kansas
Zip: 67219

By: 

Clay Caruthers
(Print Name)

City Manager
(Print Title)

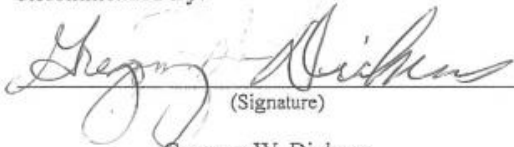
By: 

Peter J. Molitor
(Print Name)

President
(Print Title)

Seal (If Corporation)


Recommended By:


(Signature)

Gregory W. Dickens
(Print Name)

Executive Director of Public Works
(Title)

Approved as to Form and Legality this 26th day of March, 2024.


City Attorney

ATTACHMENT III

**STANDARD FORM OF AGREEMENT
BETWEEN THE CITY OF HURST AND CONTRACTOR**

THIS AGREEMENT is effective as of the date stated on the signatory page by and between the City of Hurst (hereinafter called OWNER) and

Andale Constrution, Inc.

of the City of Wichita, County of Sedgwick

State of Kansas (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

The PROJECT for the Work detailed under the Contract Documents (see Article 7 of this Agreement for items included in the "Contract Documents") is generally identified as follows:

High Density Mineral Bond Seal Service

Bid Reference Number: **24-004**

Article 2. CONTRACT TIME

2.1. This contract will begin on its execution and continue for twelve months. At the City's option this agreement may be renewed for four, additional 12-month periods.

2.2. OWNER and CONTRACTOR recognize that time is of the essence with this agreement and OWNER and CONTRACTOR agree that if the Work is not completed within the time mutually determined by the CONTRACTOR and OWNER, plus written extensions allowed by OWNER, that OWNER shall deduct \$100 a working day from the amount due CONTRACTOR for delay (but not as a penalty) for each day that expires after the time period set at the beginning of the project.

Article 3. CONTRACT PRICE.

3.1 OWNER shall pay CONTRACTOR price as quoted in Contractor's bid plus additional work performed when authorized by OWNER.

Article 4. PAYMENT PROCEDURES.

4.1 Payment to CONTRACTOR will in one lump sum after satisfactory completion, and acceptance by the City, of the work defined in the contract documents and receipt of invoice or other billing instrument used by CONTRACTOR. All charges are to be less sales tax as OWNER is tax exempt.

Article 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this agreement CONTRACTOR makes the following representations:

5.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract, Documents, Work to be performed, site(s), locality, tests, reports, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

5.2 CONTRACTOR has correlated the results of all such observations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

5.3 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by OWNER is acceptable to CONTRACTOR.

Article 6. MISCELLANEOUS

6.1 ASSIGNMENTS: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6.2 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

6.3 TERMINATION: OWNER may terminate the Contract by giving CONTRACTOR notice in writing. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this Contract to the date of the termination. OWNER shall then pay CONTRACTOR that portion of the prescribed charges which the services actually performed under this Contract bear to the total services called for under this Contract less such payments on account of the changes as have been previously made. Copies of all completed designs, plans, and specifications prepared under this Contract shall be delivered to OWNER when and if this Contract is terminated.

6.4 CLEANUP:

During Work

CONTRACTOR shall, at all times, keep the job site free from materials, debris, and rubbish as is practical and shall remove same from any portion of the job site when, in the opinion of the City's

representative, it becomes objectionable, interferes with the project or endangers the safety of the general public.

Final

Upon completion of the work, CONTRACTOR shall remove from the site, all materials, tools and equipment belonging to him, and leave the site with an appearance acceptable to the City's representative. CONTRACTOR shall thoroughly clean all equipment and material installed by him and shall deliver over such materials and equipment in a clean and new appearing condition. Any area damaged or disturbed by CONTRACTOR outside the City rights of way and easements shall be restored to original condition to the satisfaction of the property owner. A release from the property owner may be required. Restoration of all other areas outside the actual work site shall be to original condition or as outlined in the Contract Documents.

6.5 SUBCONTRACTING

1. CONTRACTOR may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

2. CONTRACTOR shall not award any work to any subcontractor until CONTRACTOR submits to OWNER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as OWNER may require.

3. CONTRACTOR shall be as fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

4. CONTRACTOR shall have a person, that is on his payroll and with the authority to make decisions, on site at all times. This individual must be able to communicate in English.

5. Nothing contained in this Contract shall create any contractual relation between any subcontractor and OWNER. CONTRACTOR is an independent contractor.

6.6 PERMITS AND LICENSES: CONTRACTOR shall procure at his expense all permits and licenses necessary, pay all charges and fees and give all notices necessary and incident to the prosecution of the work. Fees, except for special licensing, such as Master Electrician, etc., will be waived for required City permits.

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City Safety Personnel or any supervisor may, but are not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk or loss for injuries or damage sustained as a result of a violation of these safety articles from CONTRACTOR to OWNER. CONTRACTOR shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.

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The Contract Documents which comprise the entire agreement between CONTRACTOR and OWNER concerning the work consist of the following:

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- 7.3 Insurance Attachment
- 7.4 Insurance Certificate (completed by CONTRACTOR's insurance agent/broker)
- 7.5 Bid, Performance, Payment, and Maintenance Bonds

Executed on behalf of CONTRACTOR by its owner or authorized representative shown below, and on behalf of OWNER by its authorized representative, this agreement will be effective on

the 4th day of March, 2024.

OWNER:

City of Hurst
1505 Precinct Line Road
Hurst, TX 76054

CONTRACTOR:

Name: Andale Construction, Inc.
Address: 3170 N Ohio St
City: Wichita
State: Kansas
Zip: 67219

By: 

Clay Caruthers
(Print Name)

City Manager
(Print Title)

By: 

Peter J. Molitor
(Print Name)

President
(Print Title)

Seal (If Corporation)

Recommended By:


(Signature)

Gregory W. Dickens
(Print Name)

Executive Director of Public Works
(Title)

Approved as to Form and Legality this 26th day of March, 2024.


City Attorney

Bond Term: March 5, 2024 - March 4, 2025
*Bonds MUST be Renewed by Consent of Surety at the End of Term

Bond No. 7456429

High Density Mineral Bond Seal Service, 24-004

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF Tarrant

KNOWN ALL MEN BY THESE PRESENTS: That Andale Construction, Inc. of the City of Wichita, County of Sedgwick and the State of Kansas as Principal, and Old Republic Surety Company authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto The City of Hurst (Owner), in the penal sum of Two Hundred Five Thousand and No/100 Dollars (\$ 205,000.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS: the Principal has entered into a certain written contract with the Owner, dated the 4th day of March, 2024, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said contract agreed and covenanted by the Principal to be observed and conformed, and according to the true and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond executed pursuant to the provisions of (Article 5160) for Public Works)(Article 5472d for Private Work)* of the Revised Civil Statutes of Texas as amended and all liabilities of this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawing accompany accompanying the same, shall in anyway 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.

* Not applicable for federal work. See "The Miller Act" 40 U.S.C. S270

IN WITNESS, WHEREOF, the said Principal and Surety have signed and sealed this instrument
this 5th day of March, 2024.

Andale Construction, Inc.
Principal

By: *Rob J. Muth*

Title: President

Address: 3170 N. Ohio Street

Wichita, KS 67219

Old Republic Surety Company
Surety

By: *C. Stephens Griggs*

Title: C. Stephens Griggs, Attorney-in-Fact

Address: P.O. Box 1635

Milwaukee, WI 53201-1635

(262) 797-2640

The name and address of the Resident Agent or Surety is:

Lockton Companies, LLC

3657 Briarpark Drive, Suite 700

Houston, TX 77042

Bond Term: March 5, 2024 - March 4, 2025
*Bonds MUST be Renewed by Consent of Surety at the End of Term

Bond No. 7456429

PAYMENT BOND

High Density Mineral Bond Seal Service, 24-004

STATE OF TEXAS
COUNTY OF Tarrant

KNOWN ALL MEN BY THESE PRESENTS: That Andale Construction, Inc. of the City of Wichita, County of Sedgwick and the State of Kansas as Principal, and Old Republic Surety Company authorized under the laws of the State of WI to act as surety on bonds for principals, are held and firmly bound unto the City of Hurst (Owner), in the penal sum of Two Hundred Five Thousand and No/100 Dollars (\$ 205,000.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS: the Principal has entered into a certain written contract with the Owner, dated the 4th day of March, 2024, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond executed pursuant to the provisions of Article 5160 for Public Works of the Revised Civil Statutes of Texas as amended and all liabilities of this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawing accompany the same, shall in anyway 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.

IN WITNESS, WHEREOF, the said Principal and Surety have signed and sealed this instrument
this 5th day of March, 2024.

Andale Construction, Inc.
Principal

By: [Signature]

Title: President

Address: 3170 N. Ohio Street

Wichita, KS 67219

Old Republic Surety Company
Surety

By: [Signature]

Title: C. Stephens Griggs, Attorney-in-Fact

Address: P.O. Box 1635

Milwaukee, WI 53201-1635

(262) 797-2640

The name and address of the Resident Agent or Surety is:

Lockton Companies, LLC

3657 Briarpark Drive, Suite 700

Houston, TX 77042

Bond No. 7456429

MAINTENANCE BOND

KNOWN ALL MEN BY THESE PRESENTS:

THAT Andale Construction, Inc. as PRINCIPAL, and Old Republic Surety Company a CORPORATION organized under

the laws of WI, as Sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Hurst, a municipal corporation chartered by virtue of a Special Act of the Legislature of the State of Texas, at Hurst, Tarrant County,

Texas, the sum of Two Hundred Five Thousand and No/100 Dollars (\$ 205,000.00) for the payment of which sum will and truly to be made until said City of Hurst, its successors jointly and severally.

This obligation is conditioned, however, that whereas said Andale Construction, Inc.

has this 4th day of March, 2024, entered into a written contract with

the said City of Hurst to build and construct the High Density Mineral Bond Seal Service, 24-004;

Bond Term: March 5, 2024 - March 4, 2025

***Bonds MUST be Renewed by Consent of Surety at the End of Term**

in the City of Hurst, Texas, which contract and the Plans and Specifications therein mentioned adopted by the City of Hurst, are hereby expressly made a part hereof as though the same were written and embodied herein.

WHEREAS, under the plans and Specifications, and contract, it is provided that the CONTRACTOR 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 acceptance, and to do all necessary repairs that may arise on account of water leakage or otherwise, out of or arising from improper doing of the same, or on account of any defect arising in any parts of said work laid or constructed by the said CONTRACTOR, or on account of improper application or workmanship; and to respond to within five days and initiate repairs after proper notification of said repairs due to leakage, or otherwise, that may arise during the two (2) year period from the date of acceptance. It being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work, or labor performed by said CONTRACTOR; and in case the said CONTRACTOR shall fail to do so, it is agreed that the City may do said work and supply such materials, and charge the same against the said CONTRACTOR and SURETIES, on this obligation, and said CONTRACTOR and SURETIES hereon shall be subject to the liquidated damages mentioned in said contract for each day's failure on its part to comply wit the terms of the said provision of said contract.

NOW, THEREFORE, if the said CONTRACTOR shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall by null and void, and have no further effect, but if default shall be made by the said CONTRACTOR in the performance of this contract to so maintain and repair said work, then these presents shall have full force and effect, and said CITY of HURST shall have and recover from said CONTRACTOR and SURETIES damages in the premises, as provided, and is further agreed that this obligation shall be continuing one against the PRINCIPAL and SURETIES, hereon, and that successive recoveries may be had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain

said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said Andale Construction, Inc. has caused these presents to be executed by them; and the said Old Republic Surety Company has caused these presents to be executed by its ATTORNEY-IN-FACT _____ and the said ATTORNEY-IN-FACT C. Stephens Griggs has hereunto set his hand this the 5th day of March, 2024.

Andale Construction, Inc.
Principal
By: [Signature]
Title: President
Address: 3170 N. Ohio Street
Wichita, KS 67219

Old Republic Surety Company
Surety
By: [Signature]
Title: C. Stephens Griggs, Attorney-in-Fact
Address: P.O. Box 1635
Milwaukee, WI 53201-1635
(262) 797-2640

The name and address of the Resident Agent or Surety is:

Lockton Companies, LLC
3657 Briarpark Drive, Suite 700
Houston, TX 77042



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: CHRISTY M. BRAILE, DEBRA J. SCARBOROUGH, JEFFREY C. CAREY, MARY T. FLANIGAN, PATRICK T. PRIBYL, EVAN D. SIZEMORE, CHARISSA D. LECUYER, REBECCA S. LEAL, TAHITIA M. FRY, C. STEPHENS GRIGGS, VERONICA LAWVER, LAUREN SCOTT, HILLARY D. SHEPARD

ERIN C. LAVIN KELLIE A. MEYER of Kansas City, MO

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7th day of October 2022

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7th day of October, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-5654



Signed and sealed at the City of Brookfield, WI this 5th day of March 2024

Karen J. Haffner
Assistant Secretary

ORSC 22282 (3-06)

LOCKTON COMPANIES, LLC.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2024 2/20/2024

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : The Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : The Cincinnati Insurance Company	10677	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURED 1401588 ANDALE READY MIX CENTRAL, INC. ANDALE CONSTRUCTION, INC. 3170 N. OHIO WICHITA KS 67219														

COVERAGES * CERTIFICATE NUMBER: 20305526 REVISION NUMBER: XXXXXXXX

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 SUBR (MSD, NYD)	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 checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: _____	Y Y	GLO0183143-07	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	BAP0183144-07	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$ _____	Y Y	EXS0665313	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PROD/COMP OPS \$ 5,000,000 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC0183142-07	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 <input checked="" type="checkbox"/> E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 <input checked="" type="checkbox"/> 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)
 RE: BID NUMBER: 24-004 - HIGH DENSITY MINERAL BOND SEAL SERVICE. CITY OF HURST AND ITS OFFICER, EMPLOYEES, AND ELECTED REPRESENTATIVES ARE ADDITIONAL INSURED ON GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIABILITY AND WORKERS COMPENSATION, AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAY'S NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER 20305526 CITY OF HURST 2001 PRECINCT LINE ROAD HURST, TX 76054	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Attachment Code: D596507 Certificate ID: 20305526



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO0183143-07	Effective date:10/1/2023
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This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above;
- or
- (2) "Your work", with respect to Paragraph 1.b. above,

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part,

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

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Attachment Code: D596507 Certificate ID: 20305526

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
 - (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, 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 failure to render, any professional architectural, engineering or surveying services 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 architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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- 1.Required by the written contract or written agreement referenced in Section A. of this endorsement; 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.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Attachment Code: D549659 Certificate ID: 20305526

Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO0183143-07

Effective Date: 10/1/2023

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,
 unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

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Attachment Code: D549659 Certificate ID: 20305526

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply.	
** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 06 43

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS**

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective
Insured
Insurance Company

Policy No.

Endorsement No.
Premium \$

Attachment Code: D549661 Certificate ID: 20305526

Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP0183144-07	Effective Date: 10/1/2023

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply.	
** If a number is not shown here, 30 days continues to apply.	

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,
- unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph B.1. or Paragraph B.2. above.

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Page 1 of 2

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Attachment Code: D549661 Certificate ID: 20305526

- C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Page 2 of 2

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Attachment Code: D596506 Certificate ID: 20305526

Coverage Extension Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP0183144-07	Effective Date: 10/1/2023

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:
 The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also 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.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the 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.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in **B. Exclusions of Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in **B. Exclusions of Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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Attachment Code: D596506 Certificate ID: 20305526

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to \$750 for "loss" to personal effects which are:

- (4) Personal property owned by an "insured"; and
- (5) In or on a covered "auto".

b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

- (1) The reasonable cost to replace; or
- (2) The actual cash value.

c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

- (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
- (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
- (3) Paintings, statuary and other works of art.
- (4) Contraband or property in the course of illegal transportation or trade.
- (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. Any

coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

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Page 3 of 6

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Attachment Code: D596506 Certificate ID: 20305526

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

- 3. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
- 4. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

- 5. Breakdown;
- 6. Repair;
- 7. Servicing;
- 8. "Loss"; or
- 9. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Attachment Code: D596506 Certificate ID: 20305526

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (4) Any covered "auto" you lease, hire, rent or borrow; and
- (5) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (6) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (7) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"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.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the

following: **4. Coverage Extensions**

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 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 Causes 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 expiration, when the covered "auto" is returned to use or we pay for its "loss".

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Page 5 of 6

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Attachment Code: D596506 Certificate ID: 20305526

A. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. Coverage of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

B. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Attachment Code: D598230 Certificate ID: 20305526

POLICY NUMBER: GLO0183143-07

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

ANY CONSTRUCTION PROJECT EXCEPT A CONSTRUCTION PROJECT FOR WHICH A CONSOLIDATED (WRAP-UP) OR SIMILAR INSURANCE PROGRAM HAS BEEN PROVIDED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I -- Coverage A, and for all medical expenses caused by accidents under Section I -- Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

□

Attachment Code: D598230 Certificate ID: 20305526

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I -- Coverage A, and for all medical expenses caused by accidents under Section I -- Coverage X, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. Any payments made under Coverage A for damages or under Coverage X for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- A. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- B. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- C. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Executed on behalf of CONTRACTOR by its owner or authorized representative shown below, and on behalf of OWNER by its authorized representative, this agreement will be effective on

the 4th day of March, 2024.

OWNER:

City of Hurst
1505 Precinct Line Road
Hurst, TX 76054

CONTRACTOR:

Name: Andale Construction, Inc.
Address: 3170 N Ohio St
City: Wichita
State: Kansas
Zip: 67219

By: 

Clay Caruthers
(Print Name)

City Manager
(Print Title)

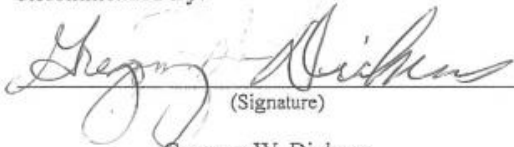
By: 

Peter J. Molitor
(Print Name)

President
(Print Title)

Seal (If Corporation)


Recommended By:


(Signature)

Gregory W. Dickens
(Print Name)

Executive Director of Public Works
(Title)

Approved as to Form and Legality this 26th day of March, 2024.


City Attorney

ASSIGNMENT AND ASSUMPTION OF CONTRACT

This Assignment and Assumption of Contract (the "Agreement") is entered into by and between THE CITY OF HURST ("Owner"), ANDALE CONSTRUCTION, INC. ("Contractor"), and HOLBROOK ASPHAL COMPANT, ("Co-Contractor").

WITNESSETH

WHEREAS, Contractor presently is the party identified as the Contractor and/or Bidder for Owner's High Density Mineral Bond Seal program identifies in Bid #24-004 ("Project") by virtue of the bid documents submitted to Owner by Contractor, together with all addenda identified therein (hereafter the "Contract").

WHEREAS, Contractor desires to assign and convey to Co-Contractor all of its rights, titles, obligations, and interest in and to the Contract, while CONTRACTOR also retains its rights, titles, obligations, and interests contained in the Contract Documents.

NOW, THEREFORE, in accordance with the Contract and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed between the parties as follows:

1. Pursuant to Paragraph 6.1.1 of the *Standard Form of Agreement between the City of Hurst and Contractor* in the Contract, Contractor hereby assigns to Co-Contractor all of Contractor's rights, titles, obligations, and interest in and to the Contract. In making such assignment, CONTRACTOR also retains its rights, titles, obligations, and interests contained in the Contract Documents.
2. Co-Contractor hereby (a) accepts such assignment; and (b) assumes and agrees to perform as a direct obligation to Owner, all of the obligations of Bidder and Contractor under the Contract for those projects delegated to Co-Contractor.
3. Co-Contractor represents and warrants that is authorized by the product manufacturer to perform the work specified in the Contract Documents.
4. Owner, Contractor, and Co-Contractor agree to make the best efforts to develop procedures for the delegation of individual projects under the Contract.
5. Contractor is not released and discharged from any current obligations and liabilities under the Contract arising before the date hereof.
6. Prior to the approval of this Agreement, CO-CONTRACTOR shall furnish the applicable contract documents identified in Article 7 of the Contract. OWNER SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH DOCUMENTS HAVE BEEN DELIVERED TO THE CITY

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
8. This Agreement may be executed in any number of counterparts, each of which may be deemed an original but all of which together shall constitute one and the same instrument.
9. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.
10. Notwithstanding anything contained herein or in the Contract or any other agreement(s) between the Parties, CO-CONTRACTOR is not responsible or liable in any manner or form for any work performed by CONTRACTOR, either prior to or after the date of this Agreement.

[Signature Page Follows]

EXECUTED by Contractor this 28 day of April, 2024.

CONTRACTOR:

Andale Construction, Inc.

By Peter J. Molitor
Printed Name Peter J. Molitor
Title President

EXECUTED by Contractor this 22nd day of April, 2024.

CO-CONTRACTOR:

Holbrook

By Mark Beatty
Printed Name MARK BEATTY
Title SR VP

EXECUTED by Contractor this ___ day of _____, 20__.

OWNER:

CITY OF HURST

By Clay Caruthers
Printed Name Clay Caruthers
Title City Manager

CITY ATTORNEY
APPROVED TO FORM

By MAR
Printed Name _____
Title _____



NOTICE:

Corinth Residents

Streets will be closing daily:

Monday October 7th AND Tuesday October 8th,
 Wednesday October 9th AND Thursday October 10th,
 Friday October 11th AND Saturday October 12th

****See other side for map of your street's specific day of closure****

WHY IS MY ROAD CLOSING?

Roads in your subdivision are having a pavement preservation treatment installed that will help significantly extend the life of asphalt streets. The benefits of properly maintained streets include higher property values, a smoother/safer ride, and reduced costs to the community by prolonging the need for replacement. HA5 (High Density Mineral Bond) will be installed in a two-stage process over two days. Work will commence at 7:00 AM on the streets being treated and will be closed until approximately 7:00 PM each day of the project. The roads will reopen at that time to allow homeowners vehicular access to their homes.

Work will commence at 7:00 AM and the streets being treated will be closed until 7:00 pm. A tow truck will be called for any cars parked on the streets scheduled to be treated that day. Please do not park within 50 feet of any street being worked on. Towing expenses will be the owner's responsibility.

WHAT IF I DRIVE ON THE ROAD WHILE CLOSED?

You will be liable for damage to your vehicle and to repair the area of road you have driven on. Minimum repair cost is \$750 to repair the installed surface treatment. In the event of a life-threatening emergency, emergency vehicles will not be stopped from driving on the treated surface.

ALL OUTSIDE WATER MUST BE TURNED OFF

Water may damage the installation of the surface treatment. Please do not have sprinklers, hoses, etc. set to come on 24 hours before the road closure, during the road closure, or 24 hours after the road closure. Damage due to outdoor water use will result in the same minimum repair cost of \$750 to repair the installed surface treatment.

WEATHER CANCELLATION PROCEDURES:

If your street is cancelled due to weather, THAT DAY will be rescheduled with your City. All other days will proceed as scheduled. You will receive notification of your new closure date 2-3 days prior to the newly rescheduled date. You will not receive a cancellation notice (if we have removed the barricades, you can bring your cars back in) and you will not receive immediate notice of your new date. If you require earlier notification of your rescheduled closure date, please call the office number and we will be happy to let you know of any approved dates.

Project Contacts: HOLBROOK OFFICE @ 210-806-0920

Ryan Jones @ 801-668-4447

<https://ha5roads.com/city-of-corinth-pavement-preservation/>

<https://ha5roads.com/preservacion-del-pavimento-de-la-ciudad-de-corinth/>



English

Espanol



Corinth Residents – Meadows North:

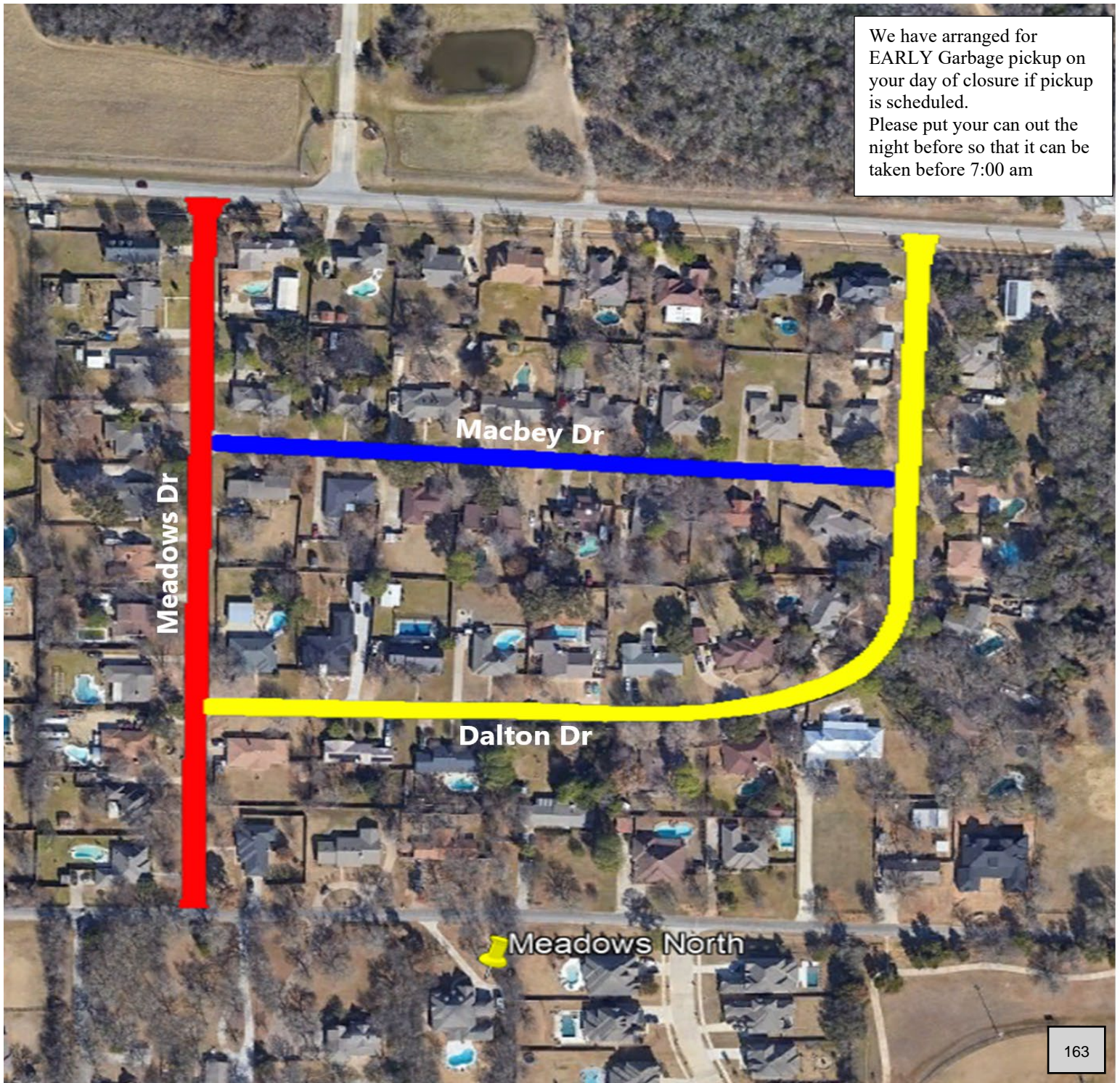
Section H, Item 4.

The areas highlighted in **RED** will be CLOSED Monday Oct 7th AND Tuesday Oct 8th,
The areas highlighted in **BLUE** will be CLOSED Wednesday Oct 10th AND Thursday Oct 11th.
The areas highlighted in **YELLOW** will be CLOSED Friday Oct 11th AND Saturday Oct 12th.

**All areas will be closed from 7am to 7pm both days.
PLEASE PLAN ACCORDINGLY.**



We have arranged for EARLY Garbage pickup on your day of closure if pickup is scheduled. Please put your can out the night before so that it can be taken before 7:00 am





NOTICE:

Corinth Residents

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Wednesday October 9th AND Thursday October 10th,
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English



Espanol

Corinth Residents – Meadows North:

Section H, Item 4.

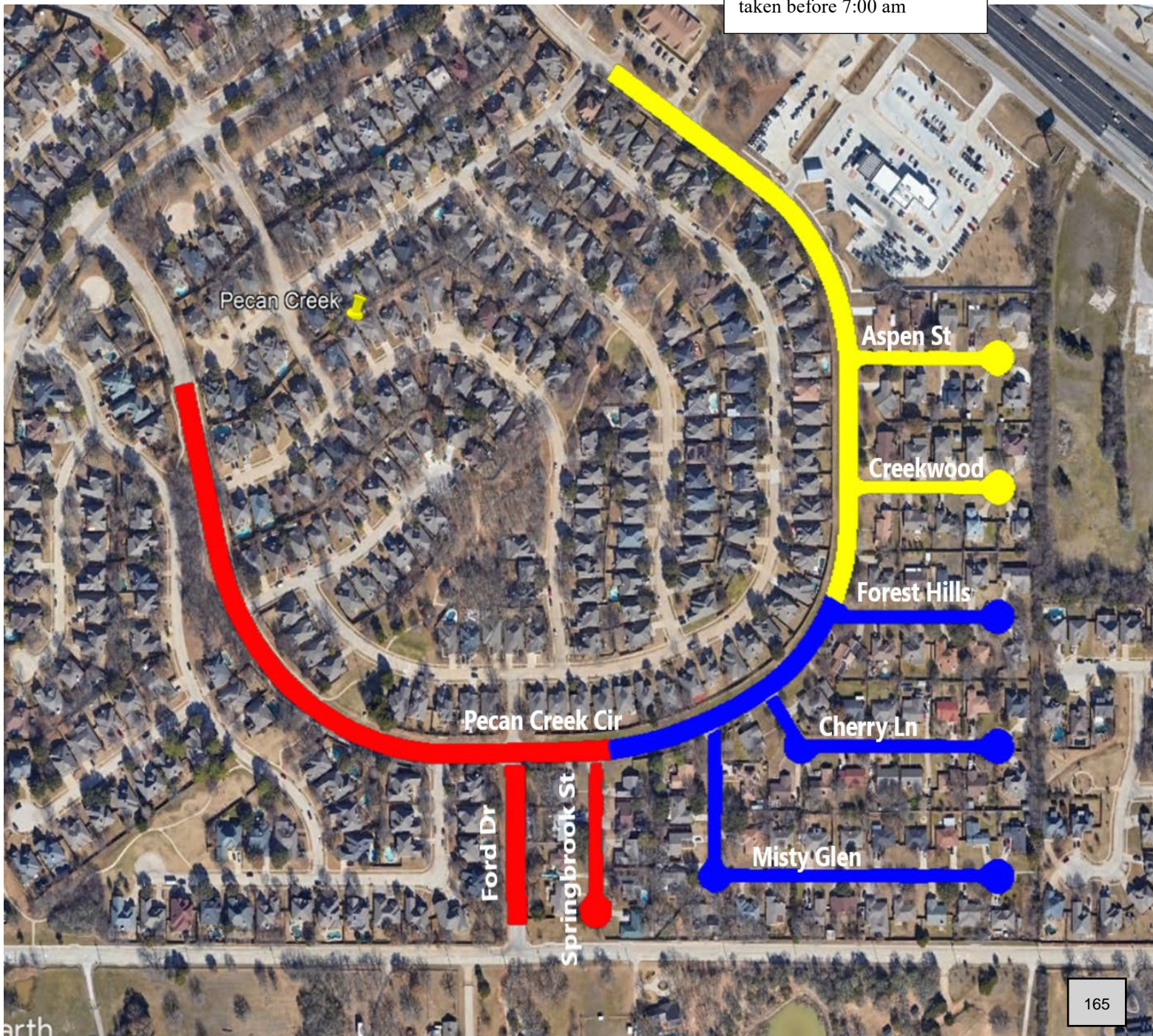
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CITY OF CORINTH
Staff Report

Meeting Date:	10/3/2024	Title:	Contract Atlas Parts Contract Bid
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<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 Bid#1176, for FY2024-2025 year contract with Atlas Utility Supply Company for water and wastewater parts, in an amount not to exceed \$151,099 and authorize the City Manager to execute the necessary documents, as a result of the competitive bidding process via Invitation to Bid 1176.

Item Summary/Background/Prior Action

The City of Corinth issued an Invitation to Bid for Water and Wastewater Parts on 8/7/2024. The Invitation to Bid was advertised publicly and attracted three qualified bidders. The bid was evaluated based on criteria including cost, qualifications, experience, and adherence to the City’s specifications.

The three bids received were as follows:

Core & Main \$119,593

North Texas Winwater \$95,030

Atlas Utility \$71,248

After thorough evaluation, Atlas was determined to be the most responsive and responsible bidder, providing the best value for the city. Quantities indicated on the Bid/Bid 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/bid price. The awarding bid before quantity adjustment was \$71,248. The bid with final quantities totaled \$151,099.

The contract term is for 1 year, from 10/1/2024 to 9/30/2025, with the option to extend for 1 additional 2025-2026.

Financial Impact

The budgeted amount for Fiscal Year 2024 is \$151,099 from the water and wastewater operating budgets.

Future Renewals: This contract includes auto renewed for one additional renewal. Renewals are contingent upon annual appropriations by the City of Corinth. If future budget appropriations are not made, the City will not be obligated to extend or renew the contract.

Applicable Policy/Ordinance

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

Staff Recommendation/Motion

Staff recommends that the City Council approve the contract with Atlas Utility for Water and Wastewater parts for a term beginning 10/1/2024 to 9/30/2025 with option to extend for one additional renewal in the amount of \$151,099 and authorize the City Manager to execute the agreement and any necessary extensions.

1176 WATER / WASTEWATER PARTS & SUPPLIES SERVICE CONTRACT

This Contract is made and entered into _____ by and between **Atlas Utility Supply Company**, a Corporation organized under the laws of the State of Texas, (hereinafter called the "Contractor") and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the "City").

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

1. TERM

The term of the contract shall begin on _____ and shall expire on **September 30, 2026**, unless earlier terminated by either party in accordance with the terms of this contract. The City will issue two purchase orders, one for each department, Water and Wastewater.

This contract may be renewed for **three (3) additional one-year periods** if agreed upon in writing by both parties, and subject to appropriations and the same terms and conditions.

2. SCOPE OF SERVICES

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

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) Scope of Services- Attachment A
- c) The City's ITB/RFP #Number, including all documents incorporated by reference – Attachment B
- d) The City's Standard Terms & Conditions for Procurements – Attachment C
- e) Contractor's Proposal, including Form 1295 electronically filed and signed (REQUIRED FOR COUNCIL APPROVAL) – Attachment D

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

3. PAYMENT

Upon Contractor's satisfactory completion of the requirements of this Contract, as determined by the City, and receipt and approval of Contractor's invoices, submitted to Accounts Payable, City will pay Contractor in accordance with the Scope of Work and this Contract. Contractor's periodic and final invoices shall be accompanied by sufficient backup information as required by City. The total payments by City during the term of this Contract shall not exceed **One-Hundred Fifty One Thousand and Ninety-Nine dollars and 00/100 cents (\$151,099.00)**, subject to annual appropriations. City does not guarantee any minimum or maximum quantity of work, and Contractor shall have no claim to damages in the event the quantities purchased are less than the estimated quantities of identified in the Scope of Work.

Invoices shall be mailed or emailed directly to:

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

The City shall pay invoices for services properly performed within 30 days of receipt; provided however, that in the event the City requests any supporting documentation for charges, payment shall be made within 30 days of receipt of the documentation. The City's payment obligations are payable only and solely from funds available for the purposes of this Contract. The City does not pay travel expenses.

4. CHANGES

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

5. TERMINATION OF CONTRACT

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

6. COMPLETENESS OF CONTRACT

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

7. INDEMNITY AND INSURANCE

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

warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage to property. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

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

8. ASSIGNMENT

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

9. NOTICES

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

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

Dennis Johnson
Owner
Atlas Utility Supply Company
2301 Carson Street
Halton City, TX 76117

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

10. MISCELLANEOUS


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

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

CITY OF CORINTH

Atlas Utility Supply

Scott Campbell, City Manager

Signed by:
 September 17, 2024

 28BE8EF24453422...
Dennis Johnson, Owner

Attachment A – Scope of Services

Vendor to provide parts & supplies as needed for The City of Corinth Water/Wastewater Department, according to the pricing provided in the bid submission.

Attachment B – The City’s ITB/RFP #1176



INVITATION TO BID
WATER/WASTEWATER PARTS & SUPPLIES (REBID)
BID #1176
CITY OF CORINTH, TEXAS

IMPORTANT DATES:

ITB Issue Date:	Tuesday, July 16, 2024
ITB Publication Dates:	July 16, 2024 and July 23, 2024
Questions Deadline:	Thursday, July 25, 2024 @ 9:00 AM CST
Bid Due Date and Time:	Tuesday, August 6, 2024 @ 10:00 AM CST
Public Opening Time:	Tuesday, August 6, 2024 @ 10:30 AM CST
Anticipated Award Date:	August 2024

Sealed bids for the materials or services specified will be received by the City of Corinth until the date and time as indicated above.

Bids 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:

Tiffanie Venner Smith
 Assistant Purchasing Manager
purchasing@cityofcorinth.com

Additional instructions for preparing a response are provided within. All bids must be submitted on the attached Bid Proposal Forms. **All forms in Appendix B must be completed, signed and returned with the bid.**

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 Invitation to Bid or specifications will be made by addenda. Addenda will be posted at <https://cityofcorinth.bonfirehub.com> It is the responsibility of the bidder to monitor the Bonfire website for addenda. Bidders shall acknowledge receipt of all addenda by submitting a signed copy with their bid.

The City of Corinth reserves the right to reject any and all bids and to waive defects in bids. 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 bids 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, or faxed bids. **Bids submitted orally, by phone, email or fax will be disqualified and will not be considered in the evaluation process.** Bids will be accepted only if submitted online through Bonfire. The City will not be responsible for, or consider missing, lost, or late submissions.

CITY OF CORINTH ITB #1176
Water/Wastewater Parts & Supplies

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1. INTRODUCTION

The City of Corinth (City) is requesting bids for the purchase of **various Water and Wastewater parts and supplies** for the City of Corinth. The successful bidder shall 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 invitation to 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.

Bidders may bid on any or all items. The City reserves the right to award by line item, section, or by entire bid; whichever is most advantageous to the City.

The term of this contract shall be for a two-year period from date of award, with three (one-year) renewals. The City intends to make an award to a Primary and Secondary vendor.

This proposal, when properly accepted by the City, shall constitute a contract equally binding between the successful bidder and the City. No different or additional terms will become part of this contract with the exception of change orders.

2. SPECIFICATIONS/MINIMUM REQUIREMENTS

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

Quantities provided on the bid form are annual estimates only and not a guarantee of purchase. The City will purchase items as necessary from this list throughout the year. **Purchase orders will be issued on an as needed basis and the purchase order number must be referenced on each invoice.**

- A. **Product Standards:** awarded vendors must submit new, first line quality parts and supplies only. All products must meet ASTM and/or AWWA standards for each item and category specified in the awarding of this contract.
- B. **Substitutions:** Whenever a material or article is specified or described by using the name of a proprietary product or the name of a particular manufacturer, the specified item mentioned shall be understood as establishing the type, function, and quality needed. Any alternate brand shall be exact to replace the current product; this includes if applicable the footprint space, height, width, pipe size, connections, and any electrical requirements; in order to offset labor, supplies and equipment down time costs incurred during the installation of the alternative brand. Other products will be considered provided sufficient information is submitted to allow the City of Corinth to determine that the product(s) are equivalent to those named. **All requests for exceptions to specifications, including alternate manufacturers, must be submitted via Bonfire Vendor Discussions, no later than the questions due date for this bid.** If exceptions are approved, all bidders will be notified by addendum.

- C. **Delivery:** Parts shall be delivered to: **Billing:** Invoices shall be mailed to or emailed to:

City of Corinth
Public Works Department
1200 N. Corinth Street
Corinth, TX 76208

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

The City employee may pick up required parts and supplies from vendors location. City will notify the vendor at the time of the order

- D. **Delivery lead time:** Bidders must provide delivery lead times on all bid parts.
- E. **Samples:** Bidders must make samples available upon the City's request prior to award with no cost to the City.
- F. **Defective Products:** If an item is determined to be defective by the City, the item is to be replaced within thirty (30) days after the detection by the City. All shipping and delivery costs will be the responsibility of the successful bidder.

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- G. **Returns:** The City reserves the right to return any unopened product in its original packaging to a supplier who supplied the item at no additional fee or penalties to the City. Credit for the returned products must be received within thirty (30) days unless prior arrangements for extension have been agreed upon. Credits must be either a credit memo or check at the option of the City.
- H. **Warranty:** The vendor shall warrant any manufactured products for the useful life of the product against deficiency in materials or workmanship.
- I. **Authorized vendor:** The bidder must be an approved distributor by the manufacturer of these products and authorized to sell the products to the City of Corinth. The bidder also guarantees that the City will be represented by the manufacturer, should an issue arise, and that all manufacturer's warranties will be in effect for the life of the contract.
- J. **Price List:** The vendor shall provide the most current manufacturer's catalog or price list(s) electronically, at no cost to the City within three (3) business days of the contract award. The City must have a tangible way of verifying pricing for each delivery order as part of the audit process.
- K. **Secondary Vendor:** Alternate vendors serve in backup capacity only. If the primary vendor is unable to supply the parts or supplies, the alternate vendor may be contacted.



APPENDIX A

GENERAL INFORMATION STANDARD TERMS & CONDITIONS

CITY OF CORINTH ITB #1176
Water/Wastewater Parts & Supplies

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A. GENERAL INFORMATION

- A. Confidentiality:** After bids have been opened, bids are open for public viewing upon request. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the proposal are open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.
- B. Bid Preparation Cost:** All costs associated with the preparation of the bid will be borne by the bidder.
- C. Withdrawal of Bid:** Bids may be withdrawn prior to the closing time for bids, as long as the request is submitted in writing by an authorized representative. Thereafter, all bids shall remain open and valid for a period of 120 days.
4. **Authorized Signature:** All bid forms must be signed by persons who have the legal authority to bind the company to enter into an agreement with the City.
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.

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STANDARD TERMS AND CONDITIONS

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The terms and conditions set forth in this request for bid shall be incorporated into and be a part of any bid 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/bid.
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/BID PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/bid 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/bid opening shall be initialed by the signer of the bid/bid, 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/bid; whichever is most advantageous to the City. The City may also consider administration costs when awarding to multiple vendors.

The City may award bids/bids 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/bid 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/BID SUBMITTAL:** The City utilizes Bonfire to advertise and receive bids/bids electronically. Bids will be received electronically through Bonfire as specified in the bid/bid 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/bids on similar items of like quality may be considered if the bid/bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the respondent is proposing exact item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.
 8. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Corinth's Purchasing Agent will make all change orders to the contract in writing as allowed by law.
 9. **COMMUNICATION:** The successful respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City unless specifically approved, or requested by the Contract Administrator.
 10. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Seller affirms that it is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
 11. **CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City's Purchasing Office.
 12. **CONTRACT ADMINISTRATOR:** Under the contract, the City may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the administrator will serve as liaison between the City and the successful contractor.
 13. **CONTRACT ENFORCEMENT:**
 - A. The City reserves the right to enforce the performance of any contract that results from an award of this bid/bid 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

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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 bids 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/bid 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/bid; 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/bid packet and the UCC, the bid/bid packet will control.
- 14. DELIVERY:**
- A. Delivery date is important to the City and may be required to be a part of each bid/bid. 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 bids meeting the intent of this bid/bid 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/bid. 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/bid 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/bids. 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

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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 bids will remain firm for a minimum of 90 days from the date of the bid 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/Bid 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/bid price. Individual purchase orders will be issued on an as-needed basis.
- 32. REFERENCES:** The City requests each Respondent to supply, with its bid/bid, 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/bid 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.

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- 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 BID:** A bid 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

CITY OF CORINTH ITB #1176
Water/Wastewater Parts & Supplies

Section H, Item 5.

BID PROPOSAL FORM

Annual totals indicated below are estimates based on the best available information. The City reserves the right to increase or decrease quantities to meet its needs without adjustment in prices proposed. **Domestic is preferred to Import.**

Variations from the aforementioned Specifications may be acceptable provided such differences are noted on the attached "Submittal Exception Form" and are deemed to be advantageous to the City.

In case of calculation error, unit pricing shall prevail.

Sample item pricing for comparison purposes only. Contract award amount will be based on the estimated annual expenditure and the discount percentage off manufacturer's list price.

The following manufacturers are acceptable if the specified manufacturer is not obtainable: AFC, AVK, AYMCDONALD, CAMBRIDGE, CLOW, EAST JORDAN, JCM, KENNEDY, MUELLER & ROMAC.

ITEM NO.	DESCRIPTION		ALTERNATE BRAND (IF APPLICABLE)		
1	Smith & Blair Sample Items for Comparison				
	Estimated Annual Total \$3,000	List Price (Each)	Discount off Mfr. List Price _____%	Net Cost (Each)	Delivery ARO in Weeks
a.	2" FULL CIRCLE CLAMP 2.35 - 2.63 7.5"	\$		\$	
b.	6" FULL CIRCLE CLAMP 6.84-7.24 15"	\$		\$	
c.	30" B-303 PIPE FULL CIRCLE CLAMP x 24" MIN WIDTH	\$		\$	
d.	6" X 1" CC TAPPED FULL CIRCLE CLAMP 6.84-7.24 x 7.5" MIN WIDTH	\$		\$	
e.	6" C900 BELL JOINT LEAK CLAMPS	\$		\$	
Smith & Blair Total:				\$	
2	Hymax Pro Sample Items for Comparison.				
	Estimated Annual Total \$3,000	List Price (Each)	Discount off Mfr. List Price _____%	Net Cost (Each)	Delivery ARO in Weeks
a.	4" COUPLING HYMAX FLIP 2	\$		\$	
b.	8" COUPLING HYMAX FLIP 2	\$		\$	
c.	12" COUPLING HYMAX FLIP 2	\$		\$	
d.	16" COUPLING HYMAX FLIP 2	\$		\$	
e.	24" COUPLING HYMAX FLIP 2	\$		\$	
Hymax Pro Total:				\$	

CITY OF CORINTH ITB #1176
Water/Wastewater Parts & Supplies

Section H, Item 5.

3		Sigma Sample Items for Comparison.			
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	6" X 12" MJ DI SLEEVE W/ ACCESSORIES	\$		\$	
b.	24" X 15" MJ DI SLEEVE W/ ACCESSORIES	\$		\$	
c.	30" B-303 PIPE X 15" MJ DI SLEEVE W/ ACCESSORIES	\$		\$	
d.	8"X8"X6" MJ DI TEE W/ ACCESSORIES	\$		\$	
e.	24"X24"X6" MJ DI TEE W/ ACCESSORIES	\$		\$	
			Sigma Total:	\$	
ITEM NO.	DESCRIPTION	ALTERNATE BRAND (IF APPLICABLE)			
4	Megalug (MJ Restraints) Sample Items for Comparison.				
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	6" AC PIPE GLAND PACK	\$		\$	
b.	6" C900 PIPE GLAND PACK	\$		\$	
c.	16" C900 PIPE GLAND PACK	\$		\$	
d.	16" DI PIPE GLAND PACK	\$		\$	
e.	24" C900 PIPE GLAND PACK	\$		\$	
f.	30" B-303 PIPE GLAND PACK	\$		\$	
			Megalug Total:	\$	
5	Pipelife Sample Items for Comparison.				
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	4" C900 GASKETED PIPE DR14 C900	\$		\$	
b.	10" C900 GASKETED PIPE DR14 C900	\$		\$	
c.	12" C900 GASKETED PIPE DR14 C900	\$		\$	
d.	14" C900 GASKETED PIPE DR14 C900	\$		\$	
e.	24" C900 GASKETED PIPE DR14 C900	\$		\$	
			Pipelife Total:	\$	
6	American Sample Items for Comparison.				
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	16" DI GASKETED PIPE	\$		\$	
b.	20" DI GASKETED PIPE	\$		\$	
c.	24" DI GASKETED PIPE	\$		\$	
			American Total:	\$	

CITY OF CORINTH ITB #1176
Water/Wastewater Parts & Supplies

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7		Hanson Sample Items for Comparison.			
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	30" B-303 BAR-WRAPPED CONCRETE CYLINDER PIPE	\$		\$	
Hanson Total:				\$	
8		M&H Sample Items for Comparison.			
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	2" FIPXFIP GATE VALVE W/ OP-NUT	\$		\$	
b.	4" MJxMJ GATE VALVE W/ OP-NUT	\$		\$	
c.	30" MJxMJ GATE VALVE W/ OP-NUT	\$		\$	
d.	5FT BURY FIRE HYDRANT	\$		\$	
e.	6" FIRE HYDRANT EXTENSION	\$		\$	
f.	12" FIRE HYDRANT EXTENSION	\$		\$	
M&H Total:				\$	
ITEM NO.	DESCRIPTION		ALTERNATE BRAND (IF APPLICABLE)		
9		Ford Sample Items for Comparison.			
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	KV43-332W-G-NL	\$		\$	
b.	U18-43-NL	\$		\$	
c.	B43-444W-G-NL	\$		\$	
d.	F1000-34-G-NL	\$		\$	
e.	C47-33-G-NL	\$		\$	
f.	IDLER-2-NL	\$		\$	
Ford Total:				\$	
10		Watts Sample Items for Comparison.			
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	1" DOUBLE CHECK ASSY	\$		\$	
b.	1.5" DOUBLE CHECK ASSY	\$		\$	
c.	2" DOUBLE CHECK ASSY	\$		\$	
d.	2" FBV-3C	\$		\$	
Watts Total:				\$	

CITY OF CORINTH ITB #1176
Water/Wastewater Parts & Supplies

Section H, Item 5.

11	Midland Mfg Sample Items for Comparison.				
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	BRASS 3" MIPT X 2.5" MNST (HEX) SWIVEL	\$		\$	
b.	BRASS 2.5" FNST X 2" MIPT SWIVEL	\$		\$	
c.	20 CT 1.5" NEOPRENE FLANGED DROP IN GASKET	\$		\$	
d.	20 CT 2" NEOPRENE FULL FACE GASKET	\$		\$	
Midland Mfg Total:				\$	
12	EGW Sample Items for Comparison.				
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	100 CT 3/4x1/8 EPDM RUBBER METER WASHER	\$		\$	
b.	100 CT 1x1/8 EPDM RUBBER METER WASHER	\$		\$	
c.	20 CT 2 1/2"x3/8 EPDM RUBBER WASHER	\$		\$	
EGW Total:				\$	
ITEM NO.	DESCRIPTION	ALTERNATE BRAND (IF APPLICABLE)			
13	DFW Plastics Sample Items for Comparison.				
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	1200.12..BODY	\$		\$	
b.	1200.1T.LID	\$		\$	
c.	37C.12.BODY	\$		\$	
d.	A2C.1T.LID	\$		\$	
DFW Plastics Total:				\$	
14	B&H Foundry Sample Items for Comparison.				
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	CMB18 DUAL ENCLOSURE	\$		\$	
b.	CMB18 DUAL FLIP READ LID	\$		\$	
c.	400-24 SANITARY SEWER COVER	\$		\$	
d.	VRM-30 WATERTIGHT SANITARY SEWER	\$		\$	
e.	1225-40 40" SEWER	\$		\$	
f.	339 CLEANOUT BOOT	\$		\$	
B & H Foundry Total:				\$	

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15	SIP Sample Items for Comparison.				
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	2-PIECE STANDARD SCREW TYPE ASSY #6017HD	\$		\$	
b.	18" EXTENSION #6283	\$		\$	
c.	RISERS #6306	\$		\$	
d.	STANDARD LID #6351	\$		\$	
e.	STANDARD LID #6341	\$		\$	
SIP Total:				\$	
16	Jetstream Sample Items for Comparison.				
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	4" DR25 C900 PIPE, 20FT L	\$		\$	
b.	24" DR25 C900 PIPE, 20FT L	\$		\$	
c.	4" SDR35 PIPE 14FT L	\$		\$	
d.	14" SDR35 PIPE 14FT L	\$		\$	
e.	18" SDR35 PIPE 14FT L	\$		\$	
Jetstream Total:				\$	
ITEM NO.	DESCRIPTION		ALTERNATE BRAND (IF APPLICABLE)		
17	Endopure Sample Items for Comparison.				
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	3/4 PE4710, 0.681 ID PIPE 100FT L	\$		\$	
b.	1" PE4710, 0.875 ID PIPE 100FT L	\$		\$	
c.	1.5" PE4710, 1.263 ID PIPE 100FT L	\$		\$	
d.	2" PE4710, 1.653 ID PIPE 100FT L	\$		\$	
Endopure Total:				\$	
18	U.S. Pipe Sample Items for Comparison.				
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	16" TYTON JOINT 250 CLASS 20FT L	\$		\$	
b.	3" FLG x PE DI PIPE 3FT L	\$		\$	
c.	4" FLG x PE DI PIPE 3FT L	\$		\$	
d.	12" FLG x PE DI PIPE 4FT L	\$		\$	
U.S. Pipe Total:				\$	

CITY OF CORINTH ITB #1176
Water/Wastewater Parts & Supplies

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19	Fernco Sample Items for Comparison.				
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	HULK-4 COUPLING	\$		\$	
b.	HULK-6 COUPLING	\$		\$	
c.	HULK-8 COUPLING	\$		\$	
Fernco Total:				\$	
20	Spears Sample Items for Comparison.				
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	P501-030	\$		\$	
b.	P105X-030	\$		\$	
c.	P319-030	\$		\$	
d.	P324-040	\$		\$	
e.	429-005	\$		\$	
f.	435-131	\$		\$	
g.	S136-07	\$		\$	
h.	PD-400-020	\$		\$	
Spears Total:			\$		
Bid Total:			\$		

CITY OF CORINTH ITB #1176
 Water/Wastewater Parts & Supplies

Section H, Item 5.

BID SHEET DISCOUNT SUMMARY

Group	Alternate Brand Name	Discount Off List Price
Group 1 – Smith & Blair		%
Group 2 – Hymax Pro		%
Group 3 - Sigma		%
Group 4 – Megalug		%
Group 5 – Pipelife		%
Group 6 – American		%
Group 7 – Hanson		%
Group 8 – M&H		%
Group 9 – Ford		%
Group 10 – Watts		%
Group 11 – Midland Mfg		%
Group 12 – EGW		%
Group 13 – DFW Plastics		%
Group 14 – B&H Foundry		%
Group 15 – SIP		%
Group 16 – Jetstream		%
Group 17 – Endopure		%
Group 18 – U.S. Pipe		%
Group 19 – Fernco		%
Group 20 – Spears		%

CITY OF CORINTH ITB #1176
Water/Wastewater Parts & Supplies

Section H, Item 5.

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

CITY OF CORINTH ITB #1176
Water/Wastewater Parts & Supplies

Section H, Item 5.

COOPERATIVE PURCHASING

The City of Corinth encourages Cooperative Purchasing efforts among the governmental entities; therefore, it would be in the Bidder's best interest to help the City of Corinth facilitate this cooperative effort.

Should other Governmental Entities decide to participate in this Contract, would you agree that all terms, conditions, specifications, and pricing would apply?

_____ Yes _____ No

If you, the Bidder, checked yes, the following will apply:

Governmental Entities utilizing Inter-Governmental Contracts with the **City of Corinth** will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the **City of Corinth** will be billed directly to that Governmental Entity and paid by that Governmental Entity. The **City of Corinth** will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order its own material/services as needed.

CITY OF CORINTH ITB #1176
Water/Wastewater Parts & Supplies
VENDOR REFERENCES

Section H, Item 5.

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: _____

CITY OF CORINTH ITB #1176
Water/Wastewater Parts & Supplies

Section H, Item 5.

COPY OF SIGNED FORM MUST BE INCLUDED WITH YOUR PROPOSALCertificate of Interested Parties

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 contract amendments, extensions, or renewals; as well as purchase orders. The form 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 solicitation 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.

CITY OF CORINTH ITB #1176
Water/Wastewater Parts & Supplies

Section H, Item 5.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																							
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																																							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File																																							
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																									
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.																																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 30%; padding: 5px;">4 Name of Interested Party</th> <th rowspan="2" style="width: 25%; padding: 5px;">City, State, Country (place of business)</th> <th colspan="2" style="padding: 5px;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%; padding: 5px;">Controlling</th> <th style="width: 15%; padding: 5px;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																
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. <input type="checkbox"/>																																									
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address: _____, _____, _____, _____, _____. (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) <div style="text-align: right; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																																									
ADD ADDITIONAL PAGES AS NECESSARY																																									

CITY OF CORINTH ITB #1176
Water/Wastewater Parts & Supplies

Section H, Item 5.

CIQ FORM

CITY OF CORINTH ITB #1176
Water/Wastewater Parts & Supplies

Section H, Item 5.

CERTIFICATION FORM

In submitting this bid, the bidder 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.
1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. Respondent 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 pursuant to Texas Government Code Chapter 2252, Subchapter F.
8. 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.
9. 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.
10. 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.
11. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this proposal package.
12. 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.
13. 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

CITY OF CORINTH ITB #1176
Water/Wastewater Parts & Supplies

Section H, Item 5.

Email Address

Phone

CITY OF CORINTH ITB #1176
Water/Wastewater Parts & Supplies

Section H, Item 5.

**Attachment C - City's Standard Terms & Conditions for
Procurements**

CITY OF CORINTH ITB #1176
Water/Wastewater Parts & Supplies
Attachment C

Section H, Item 5.

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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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:

- G. The reputation of the respondent and of the respondent's goods or services;
- H. The quality of the respondent's goods or services;
- I. The extent to which the goods or services meet the City's needs;
- J. The respondent's past relationship with the City;
- K. The total long-term cost to the City to acquire the respondent's goods or services;
- L. Any relevant criteria specifically listed herein.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. 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.

56. 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.

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57. CONTRACT ENFORCEMENT:

- E. 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.
- F. 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.
- G. 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.
- H. 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.

58. DELIVERY:

- E. 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.
- F. 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.
- G. 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.
- H. 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.

59. 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.

60. 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.

61. 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.

62. 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*.

63. 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.

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- 64. 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.
- 65. 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.
- 66. 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:
- F. Have adequate financial resources or the ability to obtain such resources.
 - G. Ability to comply with the required or proposed delivery schedule.
 - H. Have a satisfactory record of performance.
 - I. Have a satisfactory record of integrity and ethics.
 - J. Be otherwise qualified and eligible to receive an award.
- 67. 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.
- 68. 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.
- 69. 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.
- 70. 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.
- 71. PATENTS/COPYRIGHTS:** The successful Respondent agrees to protect the City from claims involving infringements of patents and/or copyrights.
- 72. 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.
- 73. PRICES HELD FIRM:**
- C. 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.
 - D. 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.
- 74. PURCHASE ORDER:** The City shall generate a purchase order(s) to the successful Respondent. The purchase order number must appear on all itemized invoices.
- 75. 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.
- 76. 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.

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- 77. 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.

- 78. REQUIRED DOCUMENTATION:** In response to this bid/proposal packet, all required documentation must be provided.
- 79. 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.
- 80. 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.
- 81. 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.
- 82. 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.
- 83. 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.
- 84. 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.
- 85. 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.
- 86. TRAVEL AND DIRECT CHARGES:** The City shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.
- 87. 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.
- 88. 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.

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Section H, Item 5.

**Attachment D – Contractor’s Proposal, including Form 1295
electronically filed and signed**

CERTIFICATE OF INTERESTED PARTIES

Section H, Item 5.

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.

ATLAS UTILITY SUPPLY CO
 Haltom City, TX United States

Certificate Number:
 2024-1196383

Date Filed:
 08/05/2024

Date Acknowledged:

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.

CITY OF CORINTH ITB #1176
 WATER/WASTEWATER PARTS & SUPPLIES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	David, Johnson	Haltom, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is David Johnson, and my date of birth is 07/09/1987.

My address is 2301 Carson St., Haltom City, TX, 76117, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 5th day of Aug., 2024.
(month) (year)


 Signature of authorized agent of contracting business entity
(Declarant)

CITY OF CORINTH ITB #1176
Water/Wastewater Parts & Supplies

BID PROPOSAL FORM

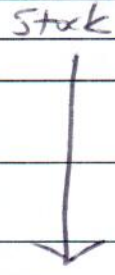
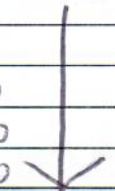
Annual totals indicated below are estimates based on the best available information. The City reserves the right to increase or decrease quantities to meet its needs without adjustment in prices proposed. **Domestic is preferred to Import.**

Variations from the aforementioned Specifications may be acceptable provided such differences are noted on the attached "Submittal Exception Form" and are deemed to be advantageous to the City.

In case of calculation error, unit pricing shall prevail.

Sample item pricing for comparison purposes only. Contract award amount will be based on the estimated annual expenditure and the discount percentage off manufacturer's list price.

The following manufacturers are acceptable if the specified manufacturer is not obtainable: AFC, AVK, AYMCDONALD, CAMBRIDGE, CLOW, EAST JORDAN, JCM, KENNEDY, MUELLER & ROMAC.

ITEM NO.	DESCRIPTION	ALTERNATE BRAND (IF APPLICABLE)			
1	Smith & Blair Sample Items for Comparison	<i>Romac</i>			
	Estimated Annual Total \$3,000	List Price (Each)	Discount off Mfr. List Price <i>N/A</i> %	Net Cost (Each)	Delivery ARO in Weeks
a.	2" FULL CIRCLE CLAMP 2.35 - 2.63 7.5"	\$ 170.51		\$ 76.50	<i>Stock to current manufacture lead times</i> 
b.	6" FULL CIRCLE CLAMP 6.84-7.24 15"	\$ 502.18		\$ 225.25	
c.	30" B-303 PIPE FULL CIRCLE CLAMP x 24" MIN WIDTH	\$ <i>N/A</i>		\$ 3425.00	
d.	6" X 1" CC TAPPED FULL CIRCLE CLAMP 6.84-7.24 x 7.5" MIN WIDTH	\$ 368.88		\$ 165.50	
e.	6" C900 BELL JOINT LEAK CLAMPS	\$ 504.13		\$ 288.10	
Smith & Blair Total:				\$ 4,178.35	
2	Hymax Pro Sample Items for Comparison.				
	Estimated Annual Total \$3,000	List Price (Each)	Discount off Mfr. List Price <i>N/A</i> %	Net Cost (Each)	Delivery ARO in Weeks
a.	4" COUPLING HYMAX FLIP 2	\$ 418.07		\$ 230.00	
b.	8" COUPLING HYMAX FLIP 2	\$ 625.11		\$ 345.00	
c.	12" COUPLING HYMAX FLIP 2	\$ 1135.55		\$ 580.00	
d.	16" COUPLING HYMAX FLIP 2	\$ 2599.78		\$ 1425.00	
e.	24" COUPLING HYMAX FLIP 2	\$ 3517.15		\$ 1,935.00	
Hymax Pro Total:				\$ 4,515.00	

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3		Sigma Sample Items for Comparison.			
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	6" X 12" MJ DI SLEEVE W/ ACCESSORIES	\$ N/B		\$ N/B	↓
b.	24" X 15" MJ DI SLEEVE W/ ACCESSORIES	\$ N/B		\$ N/B	
c.	30" B-303 PIPE X 15" MJ DI SLEEVE W/ ACCESSORIES	\$ N/B		\$ N/B	
d.	8"X8"X6" MJ DI TEE W/ ACCESSORIES	\$ N/B		\$ N/B	
e.	24"X24"X6" MJ DI TEE W/ ACCESSORIES	\$ N/B		\$ N/B	
			Sigma Total:	\$	
ITEM NO.	DESCRIPTION	ALTERNATE BRAND (IF APPLICABLE)			
4	Megalug (MJ Restraints) Sample Items for Comparison.	Romec			
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	6" AC PIPE GLAND PACK	\$ N/B	N/A	\$ N/B	↓
b.	6" C900 PIPE GLAND PACK	\$ 158.82		\$ 77.00	
c.	16" C900 PIPE GLAND PACK	\$ 834.35		\$ 405.00	
d.	16" DI PIPE GLAND PACK	\$ 834.35		\$ 405.00	
e.	24" C900 PIPE GLAND PACK	\$ 1417.40		\$ 685.00	
f.	30" B-303 PIPE GLAND PACK	\$ N/B		\$ N/B	
			Megalug Total:	\$ 4,572.00	
5		Pipelife Sample Items for Comparison.			
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	4" C900 GASKETED PIPE DR14 C900	\$ N/B		\$ N/B	↓
b.	10" C900 GASKETED PIPE DR14 C900	\$ N/B		\$ N/B	
c.	12" C900 GASKETED PIPE DR14 C900	\$ N/B		\$ N/B	
d.	14" C900 GASKETED PIPE DR14 C900	\$ N/B		\$ N/B	
e.	24" C900 GASKETED PIPE DR14 C900	\$ N/B		\$ N/B	
			Pipelife Total:	\$	
6		American Sample Items for Comparison.			
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	16" DI GASKETED PIPE	\$ N/B		\$ N/B	↓
b.	20" DI GASKETED PIPE	\$ N/B		\$ N/B	
c.	24" DI GASKETED PIPE	\$ N/B		\$ N/B	
			American Total:	\$	

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7	Hanson Sample Items for Comparison.				
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	30" B-303 BAR-WRAPPED CONCRETE CYLINDER PIPE	\$ N/A		\$ N/A	↓
Hanson Total:				\$	
8	M&H Sample Items for Comparison.				
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	2" FIPXFIP GATE VALVE W/ OP-NUT	\$ 714.00	N/A	\$ 385.00	↓
b.	4" MJxMJ GATE VALVE W/ OP-NUT	\$ 1170.00		\$ 625.00	
c.	30" MJxMJ GATE VALVE W/ OP-NUT	\$ N/A		\$ 45,700.00	
d.	5FT BURY FIRE HYDRANT	\$ 4595.00		\$ 2895.00	
e.	6" FIRE HYDRANT EXTENSION	\$ 787.00		\$ 685.00	
f.	12" FIRE HYDRANT EXTENSION	\$ 919.00		\$ 795.00	
M&H Total:				\$ 51,085.00	
ITEM NO.	DESCRIPTION	ALTERNATE BRAND (IF APPLICABLE)			
9	Ford Sample Items for Comparison.				
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	KV43-332W-G-NL	\$ 95.22	N/A	\$ 44.99	↓
b.	U18-43-NL	\$ 93.96		\$ 49.33	
c.	B43-444W-G-NL	\$ 243.93		\$ 115.25	
d.	F1000-34-G-NL	\$ 99.59		\$ 47.05	
e.	C47-33-G-NL	\$ 59.07		\$ 27.91	
f.	IDLER-2-NL	\$ 45.73		\$ 24.01	
Ford Total:				\$ 308.54	
10	Watts Sample Items for Comparison.				
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	1" DOUBLE CHECK ASSY	\$		\$ 195.00	↓
b.	1.5" DOUBLE CHECK ASSY	\$		\$ 495.00	
c.	2" DOUBLE CHECK ASSY	\$		\$ 515.00	
d.	2" FBV-3C	\$		\$ 85.00	
Watts Total:				\$ 1,290.00	

*NO Bypass

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11	Midland Mfg Sample Items for Comparison.				
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	BRASS 3" MIPT X 2.5" MNST (HEX) SWIVEL	\$ N/B		\$ N/B	
b.	BRASS 2.5" FNST X 2" MIPT SWIVEL	\$ N/B		\$ N/B	
c.	20 CT 1.5" NEOPRENE FLANGED DROP IN GASKET	\$ N/B		\$ N/B	
d.	20 CT 2" NEOPRENE FULL FACE GASKET	\$ N/B		\$ N/B	
Midland Mfg Total:				\$	
12	EGW Sample Items for Comparison.				
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
			<i>Various</i>		
a.	100 CT 3/4x1/8 EPDM RUBBER METER WASHER	\$ N/A		\$ 20.00	↓
b.	100 CT 1x1/8 EPDM RUBBER METER WASHER	\$ N/A		\$ 25.00	
c.	20 CT 2 1/2"x3/8 EPDM RUBBER WASHER	\$ N/A		\$ N/B	
EGW Total:				\$ 45.00	
ITEM NO.	DESCRIPTION	ALTERNATE BRAND (IF APPLICABLE)			
13	DFW Plastics Sample Items for Comparison.				
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	1200.12.BODY	\$ N/A		\$ 17.25	↓
b.	1200.1T.LID	\$ N/A		\$ 11.00	
c.	37C.12.BODY	\$ N/A		\$ 68.00	
d.	A2C.1T.LID	\$ N/A		\$ 47.00	
DFW Plastics Total:				\$ 143.25	
14	B&H Foundry Sample Items for Comparison.				
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	CMB18 DUAL ENCLOSURE	\$		\$ 101.00	↓
b.	CMB18 DUAL FLIP READ LID	\$		\$ 170.00	
c.	400-24 SANITARY SEWER COVER	\$		\$ 405.00	
d.	VRM-30 WATERTIGHT SANITARY SEWER	\$		\$ 845.00	
e.	1225-40 40" SEWER	\$		\$ 5495.00	
f.	339 CLEANOUT BOOT	\$		\$ 470.00	
B & H Foundry Total:				\$ 7,486.00	

CITY OF CORINTH ITB #1176
Water/Wastewater Parts & Supplies

15	SIP Sample Items for Comparison.				
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	2-PIECE STANDARD SCREW TYPE ASSY #6017HD	\$ N/B		\$ N/B	↓
b.	18" EXTENSION #6283	\$ N/B		\$ N/B	
c.	RISERS #6306	\$ N/B		\$ N/B	
d.	STANDARD LID #6351	\$ N/B		\$ N/B	
e.	STANDARD LID #6341	\$ N/B		\$ N/B	
SIP Total:				\$	
16	Jetstream Sample Items for Comparison.				
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	4" DR25 C900 PIPE, 20FT L	\$ N/B		\$ N/B	↓
b.	24" DR25 C900 PIPE, 20FT L	\$ N/B		\$ N/B	
c.	4" SDR35 PIPE 14FT L	\$ N/B		\$ N/B	
d.	14" SDR35 PIPE 14FT L	\$ N/B		\$ N/B	
e.	18" SDR35 PIPE 14FT L	\$ N/B		\$ N/B	
Jetstream Total:				\$	
ITEM NO.	DESCRIPTION	ALTERNATE BRAND (IF APPLICABLE)			
17	Endopure Sample Items for Comparison.				
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	3/4 PE4710, 0.681 ID PIPE 100FT L	\$		\$ 60.00	↓
b.	1" PE4710, 0.875 ID PIPE 100FT L	\$		\$ 95.00	
c.	1.5" PE4710, 1.263 ID PIPE 100FT L	\$		\$ 195.00	
d.	2" PE4710, 1.653 ID PIPE 100FT L	\$		\$ 275.00	
Endopure Total:				\$	
18	U.S. Pipe Sample Items for Comparison.				
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	16" TYTON JOINT 250 CLASS 20FT L	\$ N/B		\$ N/B	↓
b.	3" FLG x PE DI PIPE 3FT L	\$ N/B		\$ N/B	
c.	4" FLG x PE DI PIPE 3FT L	\$ N/B		\$ N/B	
d.	12" FLG x PE DI PIPE 4FT L	\$ N/B		\$ N/B	
U.S. Pipe Total:				\$	

CITY OF CORINTH ITB #1176
Water/Wastewater Parts & Supplies

19		Fernco Sample Items for Comparison.			
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	HULK-4 COUPLING	\$ N/B		\$ N/B	↓
b.	HULK-6 COUPLING	\$ N/B		\$ N/B	
c.	HULK-8 COUPLING	\$ N/B		\$ N/B	
Fernco Total:				\$	
20		Spears Sample Items for Comparison.			
Estimated Annual Total \$3,000		List Price (Each)	Discount off Mfr. List Price %	Net Cost (Each)	Delivery ARO in Weeks
a.	P501-030	\$ N/B		\$ N/B	↓
b.	P105X-030	\$ N/B		\$ N/B	
c.	P319-030	\$ N/B		\$ N/B	
d.	P324-040	\$ N/B		\$ N/B	
e.	429-005	\$ N/B		\$ N/B	
f.	435-131	\$ N/B		\$ N/B	
g.	S136-07	\$ N/B		\$ N/B	
h.	PD-400-020	\$ N/B		\$ N/B	
Spears Total:				\$	
Bid Total:				\$	



**CITY OF CORINTH
Staff Report**

Meeting Date:	10/3/2024	Title: Lake Dallas Fire Service Agreement
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Owner Support:	<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 Interlocal Agreement between the City of Corinth, Texas and the City of Lake Dallas, Texas for Fire Protection, Emergency Medical and Fire Prevention Services.

Item Summary/Background/Prior Action

This proposal is between the City of Corinth and the City of Lake Dallas to enter into joint agreements for the performance of governmental functions and services such as fire protection, emergency medical and fire prevention services.

Renewal: No later than October 1, 2024, each entity shall give notice to the other party of its intention to renew the agreement for an additional term. A renewal agreement must be approved by both parties no later than July 1, 2025. The term for the proposal begins October 1, 2026, and expires at midnight, September 30, 2031.

Allocation Model: The cost estimates are based on allocating one-third of the total projected annual expenditures for the Lake Cities Fire Department using the average of calls and population. The cost projections are allocated as follows: Lake Dallas 49.86%, Hickory Creek 35.08%, and Shady Shores 15.06%.

Payments: The agreement includes two payment options. Option 1 allows the City of Lake Dallas to make annual payments for Fire Services that will be fixed for the five-year contract term at \$1,546,351. Option 2 allows Lake Dallas to make the following annual payments that will increase each year during the term of the Agreement.

October 1, 2026 to September 30, 2027.....	\$1,532,363
October 1, 2027 to September 30, 2028.....	\$1,556,490
October 1, 2028 to September 30, 2029.....	\$1,570,449
October 1, 2029 to September 30, 2030.....	\$1,582,142
October 1, 2030 to September 30, 2031.....	\$1,580,311

Annual Adjustments: The agreement allows for the following adjustments to the Lake Dallas Payments on an annual basis beginning October 1, 2026, for the Emergency Notification system. Annual adjustments to the base fire service agreements are to be made for the maintenance of lake cities wide emergency notification system. The system will provide alerts for emergency events, inclement winter weather closures, or Tornado Warnings. The annual maintenance for the emergency notification system for the City of Lake Dallas will be in the amount not to exceed \$2,600.

Staff Recommendation/Motion

Staff recommends approval of the Interlocal agreement between the City of Corinth and the City of Lake Dallas for Fire Protection, Emergency Medical and Fire Prevention Services beginning October 1, 2026.

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CORINTH, TEXAS AND THE CITY OF LAKE DALLAS, TEXAS
FOR FIRE SERVICES**

This Agreement is made on this ____ day of _____, 2024, between the City of Corinth, Texas (hereinafter “Corinth”) and the City of Lake Dallas, Texas (hereinafter “Lake Dallas”), municipal corporations authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791 to enter into joint agreements for the performance of governmental functions and services such as fire protection, emergency medical and fire prevention services.

WHEREAS, Lake Dallas desires to enter into a contract with Corinth for the furnishing of fire protection, fire suppression, firefighting and rescue services, emergency medical services, fire prevention services and emergency management services as set forth in **Exhibit "A"** attached hereto and incorporated herein, (the “Fire Services” as further described herein), within Lake Dallas for a period commencing on October 01, 2026, and ending at midnight on September 30, 2031;

NOW, THEREFORE, the parties agree as follows:

- 1. **TERM:** For the period beginning October 1, 2026 and expiring at midnight, September 30, 2031, (the “Term”), Corinth shall furnish fire protection, emergency medical and fire prevention services, fire prevention services and emergency management services [all such services set forth in Exhibit “A” hereto and hereinafter referred to as "Fire Services"], utilizing firefighters employed by Corinth and firefighting apparatus and equipment owned by Corinth, all as the Fire Chief of Lake Cities Fire Department may determine in his sole discretion, to Lake Dallas within the corporate limits of Lake Dallas.
- 2. **RENEWAL:** Corinth shall provide Lake Dallas with estimated cost projections not later than January 30, 2029 to enable the parties to reach an agreement on rates for Fire Services for the renewal term. Not later than Oct 1, 2029, each party shall give notice to the other party of its intention to renew this Agreement for an additional term. A renewal Agreement shall be approved by both parties not later than July 1, 2030.

3. COMPENSATION:

A. Payments.

1. Option #1: Lake Dallas agrees to make Annual Payments to Corinth pursuant to this Section. The following amounts shall be due to Corinth for each year of this Agreement (hereinafter “Annual Payment”):

October 1, 2026 to September 30, 2027.....	\$1,532,363
October 1, 2027 to September 30, 2028.....	\$1,556,490
October 1, 2028 to September 30, 2029.....	\$1,570,449
October 1, 2029 to September 30, 2030.....	\$1,582,142
October 1, 2030 to September 30, 2031.....	\$1,580,311

2. Option #2: Lake Dallas agrees to make Annual Payments to Corinth pursuant to this Section. The Annual Payment for Fire Services will be a five-year fixed payment of \$1,564,351.

3. Annual Adjustments: Corinth shall make the following adjustments to the Lake Dallas Payments on an annual basis beginning October 1, 2026:

Emergency notification system – Annual adjustments to the base fire service agreements are to be made for the maintenance of lake cities wide emergency notification system. The system will provide alerts for emergency events, inclement winter weather closures, or Tornado Warnings. The annual maintenance for the emergency notification system for the City of Lake Dallas will be in the amount not to exceed \$2,600.

In compliance with the Interlocal Cooperation Act, all payments to be made under this Agreement shall be made from current revenues legally available to the paying party. The parties understand and agree that the payments made hereunder are compensation to Corinth for providing Fire Services and that title to any and all vehicles and equipment leased, purchased, owned or controlled by Corinth utilizing funds paid to Corinth under this Agreement shall vest solely in Corinth, and Lake Dallas shall have no legal or equitable interest in assets purchased, leased, owned or controlled by Corinth.

4. Payments Quarterly or Monthly. Lake Dallas shall make Annual Payment as specified in Section A above; provided however that in the discretion of Lake Dallas, Lake Dallas may elect to pay such sums to Corinth in equal payments made on either a monthly or quarterly basis. All payments shall be due no later than the fifteen (15th) day of each applicable month or quarter preceding the month of delivery of Fire Services under this Agreement.

C. Default for Non-Payment. Should Lake Dallas fail to timely make its Annual Payment, as required by Section 3(A) hereof, then Lake Dallas shall be in default under this Agreement and interest shall accrue and become payable to Corinth in accordance with the percent of interest authorized by the Texas Prompt Payment Act (Chapter 2251, TEX. GOV'T. CODE, as amended). In such event, Corinth may suspend services until completion of the mediation process described in **Section 10.**

4. PROVISION OF SERVICE/EQUIPMENT: Corinth shall have the exclusive right to prescribe the manner and method of giving the alarm for fire or other emergency service within **Lake Dallas.**

Corinth shall provide advance notification of any major purchases for the Fire Department. Decisions regarding equipment necessary to provide Fire Services shall be made by Corinth in its sole discretion.

5. **AUTHORITY OF FIRE CHIEF:** The Fire Chief or other officers designated by the Fire Chief shall, immediately upon arriving at the scene of any alarm or emergency, have the exclusive authority to direct the firefighting, rescue, fire prevention activities and emergency operations.
6. **APPLICABLE FIRE CODE:** All Fire Services provided pursuant to this Agreement shall be in accordance with the current International Fire Code, together with such amendments and subsequent editions as may be adopted by Lake Dallas from time to time and the Standard Operating Procedures established by Corinth for the Lake Cities Fire Department. Lake Dallas agrees that citations and criminal charges for Class C Misdemeanors issued by the Fire Chief for violations and offenses occurring within the territorial limits of Lake Dallas shall be filed and prosecuted in the Municipal Court for Lake Dallas.
7. **LIABILITY OF PARTIES:**
 - A. **To the extent provided by law, all expenses of maintaining equipment, apparatus, salaries, insurance premiums, and any other expenses connected with the Fire Services to be performed by Corinth under this Agreement shall be at Corinth's expense, provided that each party shall be responsible for claims, demands, losses, damages and liabilities associated with the negligence of that party except Lake Dallas shall be responsible for any civil liability [including, but not limited to, attorney's fees in defending Corinth] that does not arise from Corinth's negligence and for which Lake Dallas would have otherwise been responsible if Lake Dallas were furnishing their own Fire Services in the absence of this Agreement (e.g. Lake Dallas issues a building permit for a structure designed in violation of the Fire Code and Corinth is sued for damages arising from a fire because of an error of the Lake Dallas Building Official).**
 - B. If all or part of any civil liability (judgment or settlement) of Lake Dallas above is paid by a risk pool or insurance company with which Corinth has contracted for coverage, such risk pool or insurance company shall not be entitled to subrogation against Lake Dallas.
 - C. This Section 7 is drafted in accordance with Section 791.006 (a-1), TEX. GOV'T. CODE, as the foregoing assignment of liability is intended to be different than the liability otherwise assigned under subsection (a) of Section 791.006, TEX. GOV'T CODE.
8. **NO WAIVER OF IMMUNITY:** Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against Corinth or Lake Dallas which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to each party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense,

privilege, or immunity of any of the parties to this Agreement nor of any of their elected officials, officers or employees, as to any claim or cause of action brought by any person or entity. This Agreement is not intended to and shall not be construed so as to create a joint enterprise between the parties hereto.

9. INTERLOCAL COOPERATION ACT: This Agreement is made and entered into pursuant to the Texas Interlocal Cooperation Act.

10. REMEDIES FOR DEFAULT:

A. Either party to this Agreement can expect and may require the other party and its officials and employees to carry out, respect and enforce the terms and obligations of this Agreement. Should any party to this Agreement be in default under this Agreement, the other party shall provide thirty (30) days' written notice to remedy the default (the "Cure Period"), after which notice such party shall promptly cure the default within such Cure Period. Should the defaulting party fail to cure the default within the thirty-day Cure Period following notice, and after mediation as provided in Subsection B of this Section has been utilized in good faith, the parties fail to agree to continue this Agreement, the non-defaulting party may 1) terminate this Agreement or 2) reduce its monthly or quarterly payments, as applicable, in an amount commensurate with the cost of providing the service(s) that gave rise to the default as agreed upon by both parties.

B. The parties agree that should any notice of default be given for any default (other than a default for nonpayment) and it is not cured to the satisfaction of the non-defaulting party within the Cure Period, the parties agree to submit to nonbinding mediation. Each party will name at least two and no more than three potential mediators (complete with resume) who are located in Texas. If the parties cannot mutually agree on a mediator, each party may strike all but one of the other party's proposed mediators, leaving a total of two names. The parties shall then select a name by coin toss. It is the intent of the parties that mediation be scheduled as soon as practical once the mediator is determined. The cost of the mediator shall be divided evenly by the parties whether or not the mediation results in resolution of the matters in controversy. Payments shall continue to be made until the mediation process is completed.

C. The foregoing remedies shall be cumulative; the election of one remedy shall not preclude pursuit of another.

D. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence to the extent allowed by law.

11. AGREEMENT IS CONTINGENT ON LEASE: Lake Dallas understands that Corinth plans to provide services contracted for under this Agreement in part from the Lake Dallas Fire House and that performance obligations under and the continuation of

this Agreement is contingent upon the execution and continuation of the lease between the parties for Corinth's use of the Lake Dallas Fire House.

- 12. **AMENDMENT/TERMINATION:** This Agreement may only be amended or terminated by mutual written consent of the parties through resolutions approved by the respective councils for Corinth and Lake Dallas.
- 13. **NOTICES:** All notices required or permitted by this Agreement shall be made to the following individuals and addresses:

City of Corinth
% City Manager
3300 Corinth Parkway
Corinth, TX 76208

City of Lake Dallas
% City Manager
212 Main Street
Lake Dallas, TX 75065

- 14. **SEVERABILITY:** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
- 15. **VALIDITY AND ENFORCEABILITY:** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.
- 16. **ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement and understanding between Corinth and Lake Dallas as to the subject matter hereof and merges all prior discussions between them.

IN WITNESS whereof, the parties have executed same on the date set forth above by their respective officers, each of whom represents and attests that he/she has requisite to execute this Agreement on behalf of the appropriate party.

CITY OF CORINTH

CITY OF LAKE DALLAS

MAYOR

MAYOR

ATTEST:

ATTEST:

CITY SECRETARY

CITY SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CITY ATTORNEY

CITY ATTORNEY

EXHIBIT "A" - FIRE SERVICES

1. *"Fire Services"* under and as used in the Agreement shall mean all of the following:

Fire protection, including firefighting, fire suppression and fire rescue services; emergency medical services including ambulance and paramedic services; fire prevention services, including, but not limited to, to building inspections (pertaining to compliance with fire codes), public education and assistance services, and arson investigations by a licensed arson investigator; Emergency management services to include but are not limited to disaster response, Emergency Operations Center Coordination, Outdoor Warning Siren Maintenance, and coordination with other emergency management coordinators, personnel and agencies.

2. *Service Levels, Benchmarks.* Corinth shall provide Fire Services at a minimum level comparable to that which is currently provided so long as the entity leasing Fire House No. 1 to the City of Corinth is not in default under such lease and/or such fire station is fit for human habitation and safe for housing of fire apparatus and equipment. Neither Corinth's nor Lake Dallas shall at any time take any action that will have a negative impact on the rendering of Fire Services or to the ISO rating for the Lake Cities (Corinth, Lake Dallas, Shady Shores and Hickory Creek); and likewise, none of the Lake Cities (by reason of similar Interlocal agreements) shall at any time take any action that will have a negative impact on the rendering of Fire Services or on such ISO rating.

3. *Personnel, Equipment, Emergency Calls.* Corinth shall on each day, except when firefighters are involved in training or other scheduled functions, maintain a minimum staffing level of 9 firefighters and 1 captain per shift and at least 1 paramedic on each ambulance. Two fire apparatus and 2 ambulances shall be operational each day for Fire Services purposes except when such vehicles are being used for training or other scheduled functions, including without limitation repair and maintenance. All firefighters shall be certified as such by the Texas Commission on Fire Protection. An expansion or increase in Lake Cities Fire Department, including the addition of facilities, equipment, vehicles, or personnel, shall not affect service levels.

4. *Mutual Aid.* In the provision of Fire Services, Corinth shall enter into such mutual aid agreements with adjacent and nearby firefighting, suppression, EMS and rescue service providers as Corinth may deem necessary and appropriate, in its sole discretion as approved by its governing body.

5. *Reporting.* Corinth shall furnish to Lake Dallas, written reports indicating the number and nature of calls for service, response times, inspections, and other information deemed pertinent to show service levels and data for other Fire Services activities. Upon written request by Lake Dallas, Corinth shall make available within a reasonable time such information.



CITY OF CORINTH
Staff Report

Meeting Date:	10/3/2024	Title:	Hickory Creek Fire Service Agreement
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<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 Interlocal Agreement between the City of Corinth, Texas and the Town of Hickory Creek, Texas for Fire Protection, Emergency Medical and Fire Prevention Services.

Item Summary/Background/Prior Action

This proposal is between the City of Corinth and the Town of Hickory Creek to enter into joint agreements for the performance of governmental functions and services such as fire protection, emergency medical and fire prevention services.

Renewal: No later than October 1, 2024, each entity shall give notice to the other party of its intention to renew the agreement for an additional term. A renewal agreement must be approved by both parties no later than July 1, 2025. The term for the proposal begins October 1, 2026, and expires at midnight, September 30, 2031.

Allocation Model: The cost estimates are based on allocating one-third of the total projected annual expenditures for the Lake Cities Fire Department using the average of calls and population. The cost projections are allocated as follows: Lake Dallas 49.86%, Hickory Creek 35.08%, and Shady Shores 15.06%.

Payments: The agreement includes two payment options. Option 1 allows the Town of Hickory Creek to make annual payments for Fire Services that will be fixed for the five-year contract term at \$1,100,742. Option 2 allows Lake Dallas to make the following annual payments that will increase each year during the term of the Agreement.

October 1, 2026 to September 30, 2027.....	\$1,078,234
October 1, 2027 to September 30, 2028.....	\$1,095,210
October 1, 2028 to September 30, 2029.....	\$1,105,033
October 1, 2029 to September 30, 2030.....	\$1,113,261
October 1, 2030 to September 30, 2031.....	\$1,111,972

Annual Adjustments: The agreement allows for the following adjustments to the Lake Dallas Payments on an annual basis beginning October 1, 2026, for the Emergency Notification system. Annual adjustments to the base fire service agreements are to be made for the maintenance of lake cities wide emergency notification system. The system will provide alerts for emergency events, inclement winter weather closures, or Tornado Warnings. The annual maintenance for the emergency notification system for the Town of Hickory Creek will be in the amount not to exceed \$2,050.

Staff Recommendation/Motion

Staff recommends approval of the Interlocal agreement between the City of Corinth and the Town of Hickory Creek for Fire Protection, Emergency Medical and Fire Prevention Services beginning October 1, 2026.

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CORINTH, TEXAS AND TOWN OF HICKORY CREEK, TEXAS
FOR FIRE SERVICES**

This Agreement is made on this ____ day of _____, 2024, between the City of Corinth, Texas (hereinafter “Corinth”) and the Town of Hickory Creek, Texas (hereinafter “Hickory Creek”), municipal corporations authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791 to enter into joint agreements for the performance of governmental functions and services such as fire protection, emergency medical and fire prevention services.

WHEREAS, Hickory Creek desires to enter into a contract with Corinth for the furnishing of fire protection, fire suppression, firefighting and rescue services, emergency medical services, fire prevention services and emergency management services as set forth in **Exhibit "A"** attached hereto and incorporated herein, (the “Fire Services” as further described herein), within Hickory Creek for a period commencing on October 01, 2026, and ending at midnight on September 30, 2031;

NOW, THEREFORE, the parties agree as follows:

- 1. **TERM:** For the period beginning October 1, 2026 and expiring at midnight, September 30, 2031, (the “Term”), Corinth shall furnish fire protection, emergency medical and fire prevention services, fire prevention services and emergency management services [all such services set forth in Exhibit “A” hereto and hereinafter referred to as "Fire Services"], utilizing firefighters employed by Corinth and firefighting apparatus and equipment owned by Corinth, all as the Fire Chief of Lake Cities Fire Department may determine in his sole discretion, to Hickory Creek within the corporate limits of Hickory Creek.
- 2. **RENEWAL:** Corinth shall provide Hickory Creek with estimated cost projections not later than January 30, 2029 to enable the parties to reach an agreement on rates for Fire Services for the renewal term. Not later than Oct 1, 2029, each party shall give notice to the other party of its intention to renew this Agreement for an additional term. A renewal Agreement shall be approved by both parties not later than July 1, 2030.

3. COMPENSATION:

A. Payments.

1. Option #1: Hickory Creek agrees to make Annual Payments to Corinth pursuant to this Section. The following amounts shall be due to Corinth for each year of this Agreement (hereinafter “Annual Payment”):

October 1, 2026 to September 30, 2027.....	\$1,078,234
October 1, 2027 to September 30, 2028.....	\$1,095,210
October 1, 2028 to September 30, 2029.....	\$1,105,033
October 1, 2029 to September 30, 2030.....	\$1,113,261
October 1, 2030 to September 30, 2031.....	\$1,111,972

2. Option #2: Hickory Creek agrees to make Annual Payments to Corinth pursuant to this Section. The Annual Payment for Fire Services will be a five-year fixed payment of \$1,100,742.

3. Annual Adjustments: Corinth shall make the following adjustments to the Hickory Creek Payments on an annual basis beginning October 1, 2026:

Emergency notification system – Annual adjustments to the base fire service agreements are to be made for the maintenance of lake cities wide emergency notification system. The system will provide alerts for emergency events, inclement winter weather closures, or Tornado Warnings. The annual maintenance for the emergency notification system for the Town of Hickory Creek will be in the amount not to exceed \$2,050.

In compliance with the Interlocal Cooperation Act, all payments to be made under this Agreement shall be made from current revenues legally available to the paying party. The parties understand and agree that the payments made hereunder are compensation to Corinth for providing Fire Services and that title to any and all vehicles and equipment leased, purchased, owned or controlled by Corinth utilizing funds paid to Corinth under this Agreement shall vest solely in Corinth, and Hickory Creek shall have no legal or equitable interest in assets purchased, leased, owned or controlled by Corinth.

4. Payments Quarterly or Monthly. Hickory Creek shall make Annual Payment as specified in Section A above; provided however that in the discretion of Hickory Creek, Hickory Creek may elect to pay such sums to Corinth in equal payments made on either a monthly or quarterly basis. All payments shall be due no later than the fifteen (15th) day of each applicable month or quarter preceding the month of delivery of Fire Services under this Agreement.

C. Default for Non-Payment. Should Hickory Creek fail to timely make its Annual Payment, as required by Section 3(A) hereof, then Hickory Creek shall be in default under this Agreement and interest shall accrue and become payable to Corinth in accordance with the percent of interest authorized by the Texas Prompt Payment Act (Chapter 2251, TEX. GOV'T. CODE, as amended). In such event, Corinth may suspend services until completion of the mediation process described in **Section 10**.

4. PROVISION OF SERVICE/EQUIPMENT: Corinth shall have the exclusive right to prescribe the manner and method of giving the alarm for fire or other emergency service within **Hickory Creek**.

Corinth shall provide advance notification of any major purchases for the Fire Department. Decisions regarding equipment necessary to provide Fire Services shall be made by Corinth in its sole discretion.

5. **AUTHORITY OF FIRE CHIEF:** The Fire Chief or other officers designated by the Fire Chief shall, immediately upon arriving at the scene of any alarm or emergency, have the exclusive authority to direct the firefighting, rescue, fire prevention activities and emergency operations.
6. **APPLICABLE FIRE CODE:** All Fire Services provided pursuant to this Agreement shall be in accordance with the current International Fire Code, together with such amendments and subsequent editions as may be adopted by Hickory Creek from time to time and the Standard Operating Procedures established by Corinth for the Lake Cities Fire Department. Hickory Creek agrees that citations and criminal charges for Class C Misdemeanors issued by the Fire Chief for violations and offenses occurring within the territorial limits of Hickory Creek shall be filed and prosecuted in the Municipal Court for Hickory Creek.
7. **LIABILITY OF PARTIES:**
 - A. **To the extent provided by law, all expenses of maintaining equipment, apparatus, salaries, insurance premiums, and any other expenses connected with the Fire Services to be performed by Corinth under this Agreement shall be at Corinth's expense, provided that each party shall be responsible for claims, demands, losses, damages and liabilities associated with the negligence of that party except Hickory Creek shall be responsible for any civil liability [including, but not limited to, attorney's fees in defending Corinth] that does not arise from Corinth's negligence and for which Hickory Creek would have otherwise been responsible if Hickory Creek were furnishing their own Fire Services in the absence of this Agreement (e.g. Hickory Creek issues a building permit for a structure designed in violation of the Fire Code and Corinth is sued for damages arising from a fire because of an error of the Hickory Creek Building Official).**
 - B. If all or part of any civil liability (judgment or settlement) of Hickory Creek above is paid by a risk pool or insurance company with which Corinth has contracted for coverage, such risk pool or insurance company shall not be entitled to subrogation against Hickory Creek.
 - C. This Section 7 is drafted in accordance with Section 791.006 (a-1), TEX. GOV'T. CODE, as the foregoing assignment of liability is intended to be different than the liability otherwise assigned under subsection (a) of Section 791.006, TEX. GOV'T CODE.
8. **NO WAIVER OF IMMUNITY:** Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against Corinth or Hickory Creek which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to each party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense,

privilege, or immunity of any of the parties to this Agreement nor of any of their elected officials, officers or employees, as to any claim or cause of action brought by any person or entity. This Agreement is not intended to and shall not be construed so as to create a joint enterprise between the parties hereto.

9. INTERLOCAL COOPERATION ACT: This Agreement is made and entered into pursuant to the Texas Interlocal Cooperation Act.

10. REMEDIES FOR DEFAULT:

- A.** Either party to this Agreement can expect and may require the other party and its officials and employees to carry out, respect and enforce the terms and obligations of this Agreement. Should any party to this Agreement be in default under this Agreement, the other party shall provide thirty (30) days' written notice to remedy the default (the "Cure Period"), after which notice such party shall promptly cure the default within such Cure Period. Should the defaulting party fail to cure the default within the thirty-day Cure Period following notice, and after mediation as provided in Subsection B of this Section has been utilized in good faith, the parties fail to agree to continue this Agreement, the non-defaulting party may 1) terminate this Agreement or 2) reduce its monthly or quarterly payments, as applicable, in an amount commensurate with the cost of providing the service(s) that gave rise to the default as agreed upon by both parties.
- B.** The parties agree that should any notice of default be given for any default (other than a default for nonpayment) and it is not cured to the satisfaction of the non-defaulting party within the Cure Period, the parties agree to submit to nonbinding mediation. Each party will name at least two and no more than three potential mediators (complete with resume) who are located in Texas. If the parties cannot mutually agree on a mediator, each party may strike all but one of the other party's proposed mediators, leaving a total of two names. The parties shall then select a name by coin toss. It is the intent of the parties that mediation be scheduled as soon as practical once the mediator is determined. The cost of the mediator shall be divided evenly by the parties whether or not the mediation results in resolution of the matters in controversy. Payments shall continue to be made until the mediation process is completed.
- C.** The foregoing remedies shall be cumulative; the election of one remedy shall not preclude pursuit of another.
- D.** All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence to the extent allowed by law.

11. AMENDMENT/TERMINATION: This Agreement may only be amended or

terminated by mutual written consent of the parties through resolutions approved by the respective councils for Corinth and Hickory Creek.

12. NOTICES: All notices required or permitted by this Agreement shall be made to the following individuals and addresses:

City of Corinth
% City Manager
3300 Corinth Parkway
Corinth, TX 76208

Town of Hickory Creek
% Town Manager
1075 Ronald Reagan Ave,
Hickory Creek, TX 75065

13. SEVERABILITY: If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

14. VALIDITY AND ENFORCEABILITY: If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

15. ENTIRE AGREEMENT: This Agreement sets forth the entire agreement and understanding between Corinth and Hickory Creek as to the subject matter hereof and merges all prior discussions between them.

IN WITNESS whereof, the parties have executed same on the date set forth above by their respective officers, each of whom represents and attests that he/she has requisite to execute this Agreement on behalf of the appropriate party.

CITY OF CORINTH

TOWN OF HICKORY CREEK

MAYOR

MAYOR

ATTEST:

ATTEST:

CITY SECRETARY

CITY SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CITY ATTORNEY

CITY ATTORNEY

EXHIBIT "A" - FIRE SERVICES

1. *"Fire Services"* under and as used in the Agreement shall mean all of the following:

Fire protection, including firefighting, fire suppression and fire rescue services; emergency medical services including ambulance and paramedic services; fire prevention services, including, but not limited to, to building inspections (pertaining to compliance with fire codes), public education and assistance services, and arson investigations by a licensed arson investigator, emergency management services to include but are not limited to disaster response, Emergency Operations Center Coordination, Outdoor Warning Siren Maintenance, and coordination with other emergency management coordinators, personnel and agencies.

2. *Service Levels, Benchmarks.* Corinth shall provide Fire Services at a minimum level comparable to that which is currently provided so long as the entity leasing Fire House No. 1 to the City of Corinth is not in default under such lease and/or such fire station is fit for human habitation and safe for housing of fire apparatus and equipment. Neither Corinth's nor Hickory Creek shall at any time take any action that will have a negative impact on the rendering of Fire Services or to the ISO rating for the Lake Cities (Corinth, Lake Dallas, Shady Shores and Hickory Creek); and likewise, none of the Lake Cities (by reason of similar Interlocal agreements) shall at any time take any action that will have a negative impact on the rendering of Fire Services or on such ISO rating.

3. *Personnel, Equipment, Emergency Calls.* Corinth shall on each day, except when firefighters are involved in training or other scheduled functions, maintain a minimum staffing level of 9 firefighters and 1 captain per shift and at least 1 paramedic on each ambulance. Two fire apparatus and 2 ambulances shall be operational each day for Fire Services purposes except when such vehicles are being used for training or other scheduled functions, including without limitation repair and maintenance. All firefighters shall be certified as such by the Texas Commission on Fire Protection. An expansion or increase in Lake Cities Fire Department, including the addition of facilities, equipment, vehicles, or personnel, shall not affect service levels.

4. *Mutual Aid.* In the provision of Fire Services, Corinth shall enter into such mutual aid agreements with adjacent and nearby firefighting, suppression, EMS and rescue service providers as Corinth may deem necessary and appropriate, in its sole discretion as approved by its governing body.

5. *Reporting.* Corinth shall furnish to Hickory Creek, written reports indicating the number and nature of calls for service, response times, inspections, and other information deemed pertinent to show service levels and data for other Fire Services activities. Upon written request by Hickory Creek, Corinth shall make available within a reasonable time such information.



CITY OF CORINTH
Staff Report

Meeting Date:	10/3/2024	Title:	Shady Shores Fire Service Agreement
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<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 Interlocal Agreement between the City of Corinth, Texas and the Town of Shady Shores, Texas for Fire Protection, Emergency Medical and Fire Prevention Services.

Item Summary/Background/Prior Action

This proposal is between the City of Corinth and the Town of Shady Shores to enter into joint agreements for the performance of governmental functions and services such as fire protection, emergency medical and fire prevention services.

Renewal: No later than October 1, 2024, each entity shall give notice to the other party of its intention to renew the agreement for an additional term. A renewal agreement must be approved by both parties no later than July 1, 2025. The term for the proposal begins October 1, 2026, and expires at midnight, September 30, 2031.

Allocation Model: The cost estimates are based on allocating one-third of the total projected annual expenditures for the Lake Cities Fire Department using the average of calls and population. The cost projections are allocated as follows: Shady Shores 49.86%, Shady Shores 35.08%, and Shady Shores 15.06%.

Payments: The agreement includes two payment options. Option 1 allows the Town of Shady Shores to make annual payments for Fire Services that will be fixed for the five-year contract term at \$472,622.40. Option 2 allows Shady Shores to make the following annual payments that will increase each year during the term of the Agreement.

October 1, 2026 to September 30, 2027.....	\$462,958
October 1, 2027 to September 30, 2028.....	\$470,247
October 1, 2028 to September 30, 2029.....	\$474,465
October 1, 2029 to September 30, 2030.....	\$477,998
October 1, 2030 to September 30, 2031.....	\$477,444

Annual Adjustments: The agreement allows for the following adjustments to the Shady Shores Payments on an annual basis beginning October 1, 2026, for the Emergency Notification system. Annual adjustments to the base fire service agreements are to be made for the maintenance of lake cities wide emergency notification system. The system will provide alerts for emergency events, inclement winter weather closures, or Tornado Warnings. The annual maintenance for the emergency notification system for the Town of Shady Shores will be in the amount not to exceed \$1,000.

Staff Recommendation/Motion

Staff recommends approval of the Interlocal agreement between the City of Corinth and the Town of Shady Shore Fire Protection, Emergency Medical and Fire Prevention Services beginning October 1, 2026.

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CORINTH, TEXAS AND TOWN OF SHADY SHORES, TEXAS
FOR FIRE SERVICES**

This Agreement is made on this ____ day of _____, 2024, between the City of Corinth, Texas (hereinafter “Corinth”) and the Town of Shady Shores, Texas (hereinafter “Shady Shores”), municipal corporations authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791 to enter into joint agreements for the performance of governmental functions and services such as fire protection, emergency medical and fire prevention services.

WHEREAS, Shady Shores desires to enter into a contract with Corinth for the furnishing of fire protection, fire suppression, firefighting and rescue services, emergency medical services, fire prevention services and emergency management services as set forth in **Exhibit "A"** attached hereto and incorporated herein, (the “Fire Services” as further described herein), within Shady Shores for a period commencing on October 01, 2026, and ending at midnight on September 30, 2031;

NOW, THEREFORE, the parties agree as follows:

- 1. **TERM:** For the period beginning October 1, 2026 and expiring at midnight, September 30, 2031, (the “Term”), Corinth shall furnish fire protection, emergency medical and fire prevention services, fire prevention services and emergency management services [all such services set forth in Exhibit “A” hereto and hereinafter referred to as "Fire Services"], utilizing firefighters employed by Corinth and firefighting apparatus and equipment owned by Corinth, all as the Fire Chief of Lake Cities Fire Department may determine in his sole discretion, to Shady Shores within the corporate limits of Shady Shores.
- 2. **RENEWAL:** Corinth shall provide Shady Shores with estimated cost projections not later than January 30, 2029 to enable the parties to reach an agreement on rates for Fire Services for the renewal term. Not later than Oct 1, 2029, each party shall give notice to the other party of its intention to renew this Agreement for an additional term. A renewal Agreement shall be approved by both parties not later than July 1, 2030.

3. COMPENSATION:

A. Payments.

1. Option #1: Shady Shores agrees to make Annual Payments to Corinth pursuant to this Section. The following amounts shall be due to Corinth for each year of this Agreement (hereinafter “Annual Payment”):

October 1, 2026 to September 30, 2027.....	\$462,958
October 1, 2027 to September 30, 2028.....	\$470,247
October 1, 2028 to September 30, 2029.....	\$474,465
October 1, 2029 to September 30, 2030.....	\$477,998
October 1, 2030 to September 30, 2031.....	\$477,444

2. Option #2: Shady Shores agrees to make Annual Payments to Corinth pursuant to this Section. The Annual Payment for Fire Services will be a five-year fixed payment of \$472,622.40

3. Annual Adjustments: Corinth shall make the following adjustments to the Shady Shores Payments on an annual basis beginning October 1, 2026:

Emergency notification system – Annual adjustments to the base fire service agreements are to be made for the maintenance of lake cities wide emergency notification system. The system will provide alerts for emergency events, inclement winter weather closures, or Tornado Warnings. The annual maintenance for the emergency notification system for the Town of Shady Shores will be in the amount not to exceed \$1,000.

In compliance with the Interlocal Cooperation Act, all payments to be made under this Agreement shall be made from current revenues legally available to the paying party. The parties understand and agree that the payments made hereunder are compensation to Corinth for providing Fire Services and that title to any and all vehicles and equipment leased, purchased, owned or controlled by Corinth utilizing funds paid to Corinth under this Agreement shall vest solely in Corinth, and Shady Shores shall have no legal or equitable interest in assets purchased, leased, owned or controlled by Corinth.

4. Payments Quarterly or Monthly. Shady Shores shall make Annual Payment [redacted] as specified in Section A above; provided however that in the discretion of Shady Shores, Shady Shores may elect to pay such sums to Corinth in equal payments made on either a monthly or quarterly basis. All payments shall be due no later than the fifteen (15th) day of each applicable month or quarter preceding the month of delivery of Fire Services under this Agreement.

C. Default for Non-Payment. Should Shady Shores fail to timely make its Annual Payment, as required by Section 3(A) hereof, then Shady Shores shall be in default under this Agreement and interest shall accrue and become payable to Corinth in accordance with the percent of interest authorized by the Texas Prompt Payment Act (Chapter 2251, TEX. GOV'T. CODE, as amended). In such event, Corinth may suspend services until completion of the mediation process described in **Section 10.**

4. PROVISION OF SERVICE/EQUIPMENT: Corinth shall have the exclusive right to prescribe the manner and method of giving the alarm for fire or other emergency service within **Shady Shores.**

Corinth shall provide advance notification of any major purchases for the Fire Department. Decisions regarding equipment necessary to provide Fire Services shall be made by Corinth in its sole discretion.

5. **AUTHORITY OF FIRE CHIEF:** The Fire Chief or other officers designated by the Fire Chief shall, immediately upon arriving at the scene of any alarm or emergency, have the exclusive authority to direct the firefighting, rescue, fire prevention activities and emergency operations.
6. **APPLICABLE FIRE CODE:** All Fire Services provided pursuant to this Agreement shall be in accordance with the current International Fire Code, together with such amendments and subsequent editions as may be adopted by Shady Shores from time to time and the Standard Operating Procedures established by Corinth for the Lake Cities Fire Department. Shady Shores agrees that citations and criminal charges for Class C Misdemeanors issued by the Fire Chief for violations and offenses occurring within the territorial limits of Shady Shores shall be filed and prosecuted in the Municipal Court for Shady Shores.
7. **LIABILITY OF PARTIES:**
 - A. **To the extent provided by law, all expenses of maintaining equipment, apparatus, salaries, insurance premiums, and any other expenses connected with the Fire Services to be performed by Corinth under this Agreement shall be at Corinth's expense, provided that each party shall be responsible for claims, demands, losses, damages and liabilities associated with the negligence of that party except Shady Shores shall be responsible for any civil liability [including, but not limited to, attorney's fees in defending Corinth] that does not arise from Corinth's negligence and for which Shady Shores would have otherwise been responsible if Shady Shores were furnishing their own Fire Services in the absence of this Agreement (e.g. Shady Shores issues a building permit for a structure designed in violation of the Fire Code and Corinth is sued for damages arising from a fire because of an error of the Shady Shores Building Official).**
 - B. If all or part of any civil liability (judgment or settlement) of Shady Shores above is paid by a risk pool or insurance company with which Corinth has contracted for coverage, such risk pool or insurance company shall not be entitled to subrogation against Shady Shores.
 - C. This Section 7 is drafted in accordance with Section 791.006 (a-1), TEX. GOV'T. CODE, as the foregoing assignment of liability is intended to be different than the liability otherwise assigned under subsection (a) of Section 791.006, TEX. GOV'T CODE.
8. **NO WAIVER OF IMMUNITY:** Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against Corinth or Shady Shores which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to each party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense,

privilege, or immunity of any of the parties to this Agreement nor of any of their elected officials, officers or employees, as to any claim or cause of action brought by any person or entity. This Agreement is not intended to and shall not be construed so as to create a joint enterprise between the parties hereto.

9. INTERLOCAL COOPERATION ACT: This Agreement is made and entered into pursuant to the Texas Interlocal Cooperation Act.

10. REMEDIES FOR DEFAULT:

- A.** Either party to this Agreement can expect and may require the other party and its officials and employees to carry out, respect and enforce the terms and obligations of this Agreement. Should any party to this Agreement be in default under this Agreement, the other party shall provide thirty (30) days' written notice to remedy the default (the "Cure Period"), after which notice such party shall promptly cure the default within such Cure Period. Should the defaulting party fail to cure the default within the thirty-day Cure Period following notice, and after mediation as provided in Subsection B of this Section has been utilized in good faith, the parties fail to agree to continue this Agreement, the non-defaulting party may 1) terminate this Agreement or 2) reduce its monthly or quarterly payments, as applicable, in an amount commensurate with the cost of providing the service(s) that gave rise to the default as agreed upon by both parties.
- B.** The parties agree that should any notice of default be given for any default (other than a default for nonpayment) and it is not cured to the satisfaction of the non-defaulting party within the Cure Period, the parties agree to submit to nonbinding mediation. Each party will name at least two and no more than three potential mediators (complete with resume) who are located in Texas. If the parties cannot mutually agree on a mediator, each party may strike all but one of the other party's proposed mediators, leaving a total of two names. The parties shall then select a name by coin toss. It is the intent of the parties that mediation be scheduled as soon as practical once the mediator is determined. The cost of the mediator shall be divided evenly by the parties whether or not the mediation results in resolution of the matters in controversy. Payments shall continue to be made until the mediation process is completed.
- C.** The foregoing remedies shall be cumulative; the election of one remedy shall not preclude pursuit of another.
- D.** All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence to the extent allowed by law.

11. AMENDMENT/TERMINATION: This Agreement may only be amended or

terminated by mutual written consent of the parties through resolutions approved by the respective councils for Corinth and Shady Shores.

12. NOTICES: All notices required or permitted by this Agreement shall be made to the following individuals and addresses:

City of Corinth
% City Manager
3300 Corinth Parkway
Corinth, TX 76208

Town of Shady Shores
% Town Manager
101 South Shady Shores Road
Shady Shores, TX 75068

13. SEVERABILITY: If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

14. VALIDITY AND ENFORCEABILITY: If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

15. ENTIRE AGREEMENT: This Agreement sets forth the entire agreement and understanding between Corinth and Shady Shores as to the subject matter hereof and merges all prior discussions between them.

IN WITNESS whereof, the parties have executed same on the date set forth above by their respective officers, each of whom represents and attests that he/she has requisite to execute this Agreement on behalf of the appropriate party.

CITY OF CORINTH

TOWN OF SHADY SHORES

MAYOR

MAYOR

ATTEST:

ATTEST:

CITY SECRETARY

CITY SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CITY ATTORNEY

CITY ATTORNEY

EXHIBIT "A" - FIRE SERVICES

1. *"Fire Services"* under and as used in the Agreement shall mean all of the following:

Fire protection, including firefighting, fire suppression and fire rescue services; emergency medical services including ambulance and paramedic services; fire prevention services, including, but not limited to, to building inspections (pertaining to compliance with fire codes), public education and assistance services, and arson investigations by a licensed arson investigator, .emergency management services to include but are not limited to disaster response, Emergency Operations Center Coordination, Outdoor Warning Siren Maintenance, and coordination with other emergency management coordinators, personnel and agencies.

2. *Service Levels, Benchmarks.* Corinth shall provide Fire Services at a minimum level comparable to that which is currently provided so long as the entity leasing Fire House No. 1 to the City of Corinth is not in default under such lease and/or such fire station is fit for human habitation and safe for housing of fire apparatus and equipment. Neither Corinth's nor Shady Shores shall at any time take any action that will have a negative impact on the rendering of Fire Services or to the ISO rating for the Lake Cities (Corinth, Lake Dallas, Shady Shores and Hickory Creek); and likewise, none of the Lake Cities (by reason of similar Interlocal agreements) shall at any time take any action that will have a negative impact on the rendering of Fire Services or on such ISO rating.

3. *Personnel, Equipment, Emergency Calls.* Corinth shall on each day, except when firefighters are involved in training or other scheduled functions, maintain a minimum staffing level of 9 firefighters and 1 captain per shift and at least 1 paramedic on each ambulance. Two fire apparatus and 2 ambulances shall be operational each day for Fire Services purposes except when such vehicles are being used for training or other scheduled functions, including without limitation repair and maintenance. All firefighters shall be certified as such by the Texas Commission on Fire Protection. An expansion or increase in Lake Cities Fire Department, including the addition of facilities, equipment, vehicles, or personnel, shall not affect service levels.

4. *Mutual Aid.* In the provision of Fire Services, Corinth shall enter into such mutual aid agreements with adjacent and nearby firefighting, suppression, EMS and rescue service providers as Corinth may deem necessary and appropriate, in its sole discretion as approved by its governing body.

5. *Reporting.* Corinth shall furnish to Shady Shores, written reports indicating the number and nature of calls for service, response times, inspections, and other information deemed pertinent to show service levels and data for other Fire Services activities. Upon written request by Shady Shores, Corinth shall make available within a reasonable time such information.



CITY OF CORINTH
Staff Report

Meeting Date:	10/3/2024	Title:	Change Order Agora Pressure Relief Valve
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<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 change order with Byrne Construction Services for Agora Park, Contract No 1635, in the amount of \$5,710.

Item Summary/Background/Prior Action

The City Council approved a contract with Byrne Construction Company for the Commons at Agora on August, 16, 2021 in the amount of 11,325,932. This change order will resolve the issue of the backflow device leaking and piping breaking because of water hammer caused by the splashpad. The original design and installation was completed correctly, but the City added the fountain animation, which caused heads to pulsate differently than designed. Byrne would have used their Contractor Contingency for this redesign, but Byrne’s allowed the City of Corinth to use the funds for the relocation of the roadway.

Since the project commenced, unforeseen conditions or adjustments have necessitated the following changes to the contract.

Change Order Number	Description	Reason For Change	Cost Impact	Schedule Impact
No. 1	Extend General Conditions	Delays caused by redesigns	132,043	108 days Nov 18, 2023 to Mar 5, 2024
No. 2	Tree wells modification and retaining wall stone	The Civil and landscaping plans provided different heights. The vendor went off the set of plans with the wrong quantities.	\$268,622	0

No. 3	TCEQ Rule changed required an RPZ above ground	TCEQ rule change	163,499	56 days March 5 to April 30th
No. 4	Synthetic Turf in lieu of Sod	Enhancement of park	\$140,275	0
No. 5	Gate redesign	The original design was flimsy and was a security and esthetics issue.	17,682	23 April 30 th to May 31st
No. 6	PENDING APPROVAL of PRV valve	Reduce water hammer that is causing pipeline breaks and RPZ issues	\$5710	Unknown

The requested change orders are necessary to ensure compliance with safety regulations, meeting design standards. Each change has been reviewed by city staff and the project manager to ensure that it is reasonable and justified. The changes are compliant with Texas Local Government Code, Section 252.048, and do not exceed the allowable increase of 25% to the original contract amount.

Schedule Impact: With the approval of the current proposed change order, the project completion date is not expected to change. This extension has been evaluated, and staff is confident that it will not significantly impact overall project timelines.

Financial Impact

The total cost for the proposed change orders is \$5710 which will be covered by the approved project contingency fund in the general 193 account. This will adjust the total project cost to \$11,921,720, which is remaining within the legal increase limit allowed by Texas Local Government Code, Section 252.048. No additional funding will be required at this time.

Applicable Policy/Ordinance

Under Texas Local Government Code, Section 252.048, the City is authorized to approve change orders if they are within the scope of the original contract. Per this statute, a change order can be approved if the total contract price is increased by no more than 25% of the original contract amount or decreased by more than 25%. Per City Purchasing Policy approved September 2022, Change orders in excess of \$50,000 require City Council approval.

Staff Recommendation/Motion

Staff recommends the City Council approve the requested contract change order for the Commons at Agora project with Byrne Construction Services, resulting in an additional cost of \$5710, with no extension of day, in accordance with Texas Local Government Code, Section 252.048.



PCO #072

Byrne Construction Services
 551 E. Berry Street
 Fort Worth, Texas 76110
 Phone: (817) 335-3394
 Fax: (817) 877-5507

Project: 1635 - Corinth Commons at Agora
 Corinth, Texas 76208

DRAFT

Prime Contract Potential Change Order #072: Pressure Relief Valve

TO:	City of Corinth	FROM:	THOS. S. BYRNE, INC. 551 E BERRY STREET FORT WORTH Texas, 76110
PCO NUMBER/REVISION:	072 / 0	CONTRACT:	1635 - Commons at Agora
REQUEST RECEIVED FROM:	Chris Yonts (INCON-TROL CONSTRUCTION,LLC)	CREATED BY:	Tammy Crooks (THOS. S. BYRNE, INC.)
STATUS:	Draft	CREATED DATE:	9/24 /2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	PAID IN FULL:	No
		TOTAL AMOUNT:	\$5,710.00

POTENTIAL CHANGE ORDER TITLE: Pressure Relief Valve

CHANGE REASON: Field Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #072 - Pressure Relief Valve

Furnish and install one (1) pressure relief valve on the domestic water make-up line with box set at grade for splash pad plumbing.

ATTACHMENTS:

[CE #072 - Pressure Relief Valve.pdf](#)

#	SubJob	Cost Code	Description	Type	Amount
1	N/A	130-1315-200 - Water Features	Furnish and install 3" PRV with Valve Box	Sub Contract	\$ 5,034.00
2	N/A	010-0100-100 - Project Staff	Byrne PM/Acct	Bi-Weekly Payroll	\$ 279.00
3	N/A	017-0170-500 - Performance and Payment Bonds	Payment and Performance Bonds	Other Costs	\$ 143.00
4	N/A	017-0170-015 - General Liability	General Liability Insurance	Other Costs	\$ 32.00
5	N/A	017-0170-010 - Umbrella Insurance	Umbrella Insurance	Other Costs	\$ 23.00
6	N/A	017-0170-600 - Builder's Risk	Builder's Risk Insurance	Other Costs	\$ 6.00
7	N/A	999-9999-999 - Job Fee	Byrne Fee	Fee	\$ 193.00
Subtotal:					\$5,710.00
Grand Total:					\$5,710.00



PCO #072

Approval Needed By: Tuesday, October 1, 2024

 X We are awaiting your approval prior to proceeding with this work. In order to prevent any delay, this change must be approved by the date shown above.

 We are proceeding with this work. Please provide written notice immediately if we are to stopwork associated with this change and await further direction. Please provide approval of this change by the date shown above.

 This work is complete. Please provide approval of this change by the date shown above.

Funding Source:

 X This proposed change will be funded by City of Corinth via a future Change Order increasing or decreasing the Contract per the amount listed above.

 This proposed change will be funded by the Owner's Contingency within the GMP and GMP amount will not change

 This proposed change will be funded by the Contractor's Contingency within the GMP and GMP amount will not change.

 This proposed change will be funded by an Allowance Expenditure within the GMP and GMP amount will not change

Our breakdown is attached for your review and approval. Please return one signed copy of this Proposed Change approving the associated costs, time extensions, and funding source indicated herein.


Anne Stimmel (Architexas)

City of Corinth

THOS. S. BYRNE, INC.
551 E BERRY STREET
FORT WORTH Texas 76110

SIGNATURE _____ **DATE** _____

SIGNATURE _____ **DATE** _____



SIGNATURE September 24, 2024 **DATE**



Clarifications Page

PC No. 072

Rev 0

Inclusions

1. Provide labor, materials, and equipment necessary to furnish and install one (1) 3" pressure relief valve on the domestic make-up water line with box set at grade for the splash pad plumbing.

Exclusions

1. Sales tax.
2. Does not include any work not specifically clouded on the drawings.



Date: September 24, 2024

Project: Corinth Commons
Project Address: Corinth, TX

Change Order Request # 006

inCon-trol Water Systems is pleased to provide the following change order for the Corinth Commons project.

Change Order Scope of Work:

Level sensor installation:

- 1/2 day Construction 4 man crew
- Install 3" PRV w/ valve box set at grade

TOTAL: \$5034

Chris Yonts
inCon-trol Construction, LLC
410 Interchange Street
McKinney, Texas 75071
cyonts@incontrolwatersystems.com

inCon-trol Construction, LLC:

Customer:

Name: Chris Yonts
 Signature:
 Title: Project Manager
 Date: 9/24/2024

Company Name: _____
 Name: _____
 Signature: _____
 Title: _____
 Email: _____
 Date: _____

PROPOSED CHANGE ORDER - PRICING BREAKDOWN

Date: _____ Project Name: Corinth Commons
 Subcontractor Name: inCon-trol Water Systems
 PCO No.: 2.00 PCO Description: 3" PRV
 Description of Scope of Work
 Included: Install Pressure Relief Valve on the domestic makeup line with a Valve box set at grade

Subcontractor Self Perform Cost

Labor	Quantity	Unit	Cost / Unit	Amount	Labor Burden Rate	Burden Cost	Total	Comments
1 4 man crew 0.5 day	16.00	Hour	\$ 66.25	\$ 1,059.95	0.00%	\$ -	\$ 1,059.95	Installing PRV and valve box
2		Hour		\$ -	0.00%	\$ -	\$ -	
3		Hour		\$ -	0.00%	\$ -	\$ -	
4		Hour		\$ -	0.00%	\$ -	\$ -	
5		Hour		\$ -	0.00%	\$ -	\$ -	
6		Hour		\$ -	0.00%	\$ -	\$ -	
7		Hour		\$ -	0.00%	\$ -	\$ -	
8		Hour		\$ -	0.00%	\$ -	\$ -	
9		Hour		\$ -	0.00%	\$ -	\$ -	
10		Hour		\$ -	0.00%	\$ -	\$ -	
Subtotal Labor							\$ 1,059.95	

Materials	Quantity	Unit	Cost / Unit	Amount	Sales Tax		Total	Comments
					%	Tax Total		
1 Morrison Quote	1.00	EA.	\$ 3,317.66	\$ 3,317.66	0.00%	\$ -	\$ 3,317.66	
2		EA.		\$ -	0.00%	\$ -	\$ -	
3		EA.		\$ -	0.00%	\$ -	\$ -	
4		LF		\$ -	0.00%	\$ -	\$ -	
5		EA.		\$ -	0.00%	\$ -	\$ -	
6		EA.		\$ -	0.00%	\$ -	\$ -	
7		EA.		\$ -	0.00%	\$ -	\$ -	
8		LS		\$ -	0.00%	\$ -	\$ -	
9		EA.		\$ -	0.00%	\$ -	\$ -	
10				\$ -	0.00%	\$ -	\$ -	
Subtotal Labor							\$ 3,317.66	

Equipment	Quantity	Unit	Cost / Unit	Amount	Sales Tax		Total	Comments
					%	Tax Total		
1		Unit		\$ -	0.00%	\$ -	\$ -	
2		Unit		\$ -	0.00%	\$ -	\$ -	
3		Unit		\$ -	8.25%	\$ -	\$ -	
4		Unit		\$ -	8.25%	\$ -	\$ -	
5		Unit		\$ -	8.25%	\$ -	\$ -	
6		Unit		\$ -	8.25%	\$ -	\$ -	
Subtotal Equipment							\$ -	
Subtotal Labor, Materials, and Equipmen							\$ 4,377.61	
15.00% O & P							\$ 656.64	
Subtotal							\$ 5,034.25	
Total							\$ 5,034.00	

Tier Subcontract Cost

	Lower Tier Self Perform Cost	5% Profit on Lower Tier Self Perform Cost	Lower Tier Self Perform + Profit	Lower Lower Tier Sub Cost	Total
1	\$ -	\$ -	\$ -	\$ -	\$ -
2	\$ -	\$ -	\$ -	\$ -	\$ -
3	\$ -	\$ -	\$ -	\$ -	\$ -
4	\$ -	\$ -	\$ -	\$ -	\$ -
5	\$ -	\$ -	\$ -	\$ -	\$ -
6	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -

Summary of Cost

Subcontractor Cost	\$ 5,034.00
Total Lower Tier Self Perform + 5% Profit	\$ -
Total Lower Lower Tier Sub Cost	\$ -
Total	\$ 5,034.00



BRANCH: 1153 FRISCO PLBG
 10400 CLARENCE DR
 FRISCO, TX 75033-4131
 Phone

EXPIRATION DATE	QUOTE NUMBER
08/25/2024	S118648931
PLEASE REMIT TO: REECE PLUMBING PO BOX 841183 DALLAS, TX 75284-1183 Phone:	PAGE NO.
	1 of 1

QUOTE TO:

SHIP TO:

INCON-TROL CONSTRUCTION LLC
 410 INTERCHANGE STREET
 MCKINNEY, TX 75071-1829

INCON-TROL CONSTRUCTION LLC SHOP
 410 INTERCHANGE STREET
 MCKINNEY, TX 75071-1829

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
57121	PRV		House/Branch Sales 1105		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Matthew Duckworth		COUNTER SALES		07/26/2024	No
ORDER QTY	PRODUCT ID	DESCRIPTION	UNIT PRICE	EXT PRICE	
		Dear Valued Customer, Our commitment to you is to be transparent and consistent at all times. Increased demand both domestically and internationally have severely impacted raw material suppliers. As a result, we expect continued volatility of pricing and availability. Due to this, all quotes will be updated to reflect the current price when released for immediate shipment. We will closely monitor the ongoing impacts and will keep you informed.			
1ea	1717049	^** WILKINS 3" PRV 3-500XL3 THREADED	2389.991/ea	2389.99	
2ea	15617	*MERIT 3XCLOSE RED BRS NIP PN: 2048-001	62.422/ea	124.84	
2ea	315473	*SPEARS 3 SCH80 PVC ADPT REINFORCED SOCXRFPT PN: 835-030SR	55.244/ea	110.49	
1ea	1494349	** DALLAS SPEC DS17301-24 SUPER JUMBO RECTANGULAR VALVE BOX 33-1/4" X 21-1/2" X 24" NONSTOCK POLICY APPLIES - SEE BELOW	692.338/ea	692.34	

*If we received a copy of the project plans and specifications, then this quotation is based on our interpretation and understanding of the requirements therein. We believe that our quotation does reasonably cover these requirements. However, it is the responsibility of the purchaser to check our quotation, as it is not in any way guaranteed. The responsibility lies with the purchaser to determine the suitability of the material being quoted for the intended use.
 It is the responsibility of the purchaser to verify quantity, sizes, and descriptions prior to placement of order. This quotation may include NONSTOCK items. For Nonstock items: orders are non-cancellable from 24 hours after order is placed and non-returnable unless accepted by vendor. 25% restocking fee applies. Custom items are not eligible for return.*

Subtotal	3317.66
S&H Charges	0.00
Amount Due	3317.66

Sales Tax not included



CITY OF CORINTH Staff Report

Meeting Date:	10/3/2024	Title:	Appointment P&Z Commission Chair & Vice Chair
Strategic Goals:	<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		
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 the appointment of Chair and Vice Chair of the Planning & Zoning Commission.

Item Summary/Background/Prior Action

Per Section 10.04 of the Charter, the City Council must appoint members of the Planning & Zoning Commission to serve as Chair and Vice Chair for a one-year term. Currently Alan Nelson serves as Chair and Mark Klingele serves as Vice Chair.

Proposed Motion

I move to appoint _____ as Chair of the Planning and Zoning Commission and _____ as Vice Chair of the Planning and Zoning Commission.



CITY OF CORINTH
Staff Report

Meeting Date:	10/3/2024	Title:	Nomination DCAD Board of Directors
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
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 nominating up to five individuals to serve on the Denton Central Appraisal District Board of Directors, to serve a three-year term beginning on January 1, 2025.

Item Summary/Background/Prior Action

As a taxing entity in Denton County, the City Council can nominate up to five individuals for five open positions on the DCAD Board. These nominations must be made by October 15 to be considered for a vote in December.

Authoritative Guidelines - The selection process is set forth in Section 6.03 of the Property Tax Code. This process is not an “election” governed by the Texas Election Code. It is an independent procedure unique to the property tax system.

Selecting a Nominee: An appraisal district director must reside in Denton County for at least two years immediately preceding the date of taking office. Most residents are eligible to serve as a director. An individual that is serving on the governing body of a city, county, or school district is eligible to serve as an appraisal district’s director.

An employee of a taxing unit served by the appraisal district is not eligible to serve as a director. However, if the employee is an elected official, he or she is eligible to serve.

A statute relevant to the Board selection process prohibits nepotism and conflict of interest for appraisal district directors and chief appraisers. In summary, the law states that:

..... “a person may not serve as director if closely related to anyone in the appraisal district or if related to anyone who represents owners in the district, or if the person has an interest in a business that contracts with the district or a taxing unit. A chief appraiser may not employ someone closely related to a member of the board of directors”.

Term of Office – Section 5.13(d) of SB2 Second Special Session 88th Legislature redefined the terms for appointed positions on the appraisal district board of directors. For the term of office beginning on January 1, 2025, officers will serve either a one or a three-year term. All terms thereafter will be 4-year staggered terms. Term length each appointed position will be determined by drawing during the first calendar meeting of 2025.

After this nomination process, ballots will be delivered to the taxing entities at the end of October. Taxing entities must then cast their votes by December 14. Votes are based upon each entities tax levy as indicated on the attached breakdown.

Staff Recommendation/Motion

Council may approve the Resolution and nominate up to five individuals for a one-year term or make no nomination

**CITY OF CORINTH, TEXAS
RESOLUTION NO. 24-10-03-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS NOMINATING FIVE (5) INDIVIDUALS FOR THE BOARD OF DIRECTORS OF THE DENTON CENTRAL APPRAISAL DISTRICT; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Denton Central Appraisal District, (“DCAD”), has asked the City of Corinth for up to five (5) nominations to the DCAD Board of Directors pursuant to Section 6.03 of the Texas Property Code; and

WHEREAS, the City Council of the City of Corinth wishes to nominate the five individuals listed below for appointment to the DCAD Board of Directors;

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

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

Section 2. Nominations. The City Council hereby nominates the following five (5) individuals for appointment to the DCAD Board of Directors, each of which satisfy the minimum eligibility requirements of DCAD:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

Section 3. Effective Date. This Resolution shall be effective upon its adoption.

PASSED AND APPROVED, this the 3rd day of October, 2024.

Bill Heidemann
Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

Ray Martin

2621 Sir Alexander Lane
Lewisville, TX 75056
raymartin.texas@yahoo.com
(469) 387-7528

Objective

Experienced real estate and information technology professional and dedicated community servant seeking a position on the Denton County Central Appraisal District (DCAD) Board of Directors through which to be an advocate for the DCAD entities ensuring that the DCAD meets its current and future mission and obligations to its associated entities while staying true to its values of honesty, integrity, fairness, efficiency, professionalism, and transparency.

Residential & Commercial Real Estate Experience

With over 10 years of experience as a Real Estate Advisor | REALTOR® in North Texas, I help clients achieve their real estate goals by representing them through complex residential real estate transactions, especially those involving divorce, loss of loved ones, downsizing, major renovations, and first-time home purchases. For three years I also provided commercial real estate services for locally headquartered corporate clients. This experience gives me an appreciation for, and understanding of, the complexities of the residential and commercial real estate markets in North Texas and the challenges and opportunities they represent to, ISD and city leadership, and our citizens.

Information Technology Experience

Before choosing real estate as a career, I had a 35-year successful track record in Information Technology in individual contributor through senior management roles around process management, software asset management, and change management. These career and life experiences allowed me to develop a strong analytical mindset, and problem-solving and process improvement skillsets which would be invaluable to me as a DCAD Board Member.

Community & Public Service Experience

For the last two years I have served on the Killian Middle School PTA Board and managed the Killian Middle School PTA website.

As President and Director of the Castle Hills Water District 1D Board of Directors for six years in a volunteer capacity, I worked closely with local leaders and the community to help maintain the high quality of district services, to ensure the proper checks and balances between the government and citizens, and to focus on quality of life for and safety of our citizens, while at the same time ensuring that district costs were controlled, and that the Castle Hills community cost of living and taxes were reasonable and in-line

with neighboring communities. A major part of this role was helping guide residents through the annexation into the City of Lewisville.

In parallel, I served on the Castle Hills Annexation Advisory Committee, advising the residents on annexation related activities and plans, and advising the city on resident concerns during the annexation process.

I served on the LISD Advisory Board for two years, where I contributed my time and talents to help shape the district’s educational goals and instructional programs.

I served as President and Director of the voluntary 500-home Chase Oaks Homeowners Association in Plano for five years.

Youth Enrichment Experience

As Commissioner and Director of the Texas High School Lacrosse League for ten years, I led a statewide organization of 169 non-UIL high school lacrosse teams with over 4,500 student-athletes, managing growth, eligibility, competition, and sportsmanship.

I served on the Dallas Rattlers Professional Lacrosse Team’s Youth Advisory Board for two years encouraging the expansion of youth sports in North Texas.

North Texas Life Experience

As a 23-year resident and taxpayer in North Texas (Collin and Denton Counties), and as managing conservator for my 12-year-old granddaughter who attends LISD schools, I have gained an appreciation for the opportunities afforded by public schools in North Texas and the challenges facing ISD administration, faculty, and students and their families, and our cities and their leadership, in our ever evolving, dynamic North Texas communities.