



*** * * * PUBLIC NOTICE * * * ***

**NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING
A WORKSHOP SESSION
OF THE CITY OF CORINTH
Thursday, August 20, 2020, 5:45 P.M.
CITY HALL - 3300 CORINTH PARKWAY**

Pursuant to Section 551.127, Texas Government Code, one or more Council Members or employees may attend this meeting remotely using videoconferencing technology. The videoconferencing technology can be accessed at www.cityofcorinth.com/RemoteSession. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting. The City of Corinth is following the Center for Disease Control Guidelines for public meetings.

CALL TO ORDER:

WORKSHOP BUSINESS AGENDA

1. Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2020-2021 Annual Program of Services and Capital Improvement Program.
2. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.

ADJOURN WORKSHOP SESSION

***NOTICE IS HEREBY GIVEN** of a Regular Session of the Corinth City Council to be held at Corinth City Hall located at 3300 Corinth Parkway, Corinth, Texas. The agenda is as follows:

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

"Honor the Texas Flag: I pledge allegiance to thee, Texas, one state under God, one and indivisible".

PRESENTATION:

1. Laura Joy, SPAN Mobility Manager, will present a report on the activity for SPAN covering the past year.

CONSENT AGENDA

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

2. Consider and act on the fiscal year 2020-2021 Proposed Budget for the City of Corinth Crime Control and Prevention District.
3. Consider and act on a contract for service between the Corinth Economic Development Corporation (the "CEDC") and Brittain & Crawford, LLC for surveying, including legal descriptions and drawing exhibits, certain real property located at 2003 Corinth Parkway (the former Corinth Police Station) for an amount not to exceed \$3,000.00.
4. Consider awarding a contract with HQS Construction for concrete street repairs.
5. Consider award of bid to CTX Plumbing to replace all water fixtures in the Community Park to touch less, utilizing funds from the Coronavirus Aid, Relief, and Economic Security Act.
6. Consider authorizing the city manager to sign a contract for transportation services for the new fiscal year through SPAN.

CITIZENS COMMENTS

In accordance with the Open Meetings Act, Council is prohibited from acting on or discussing (other than factual responses to specific questions) any items brought before them at this time. Citizen's comments will be limited to 3 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. Please complete a Public Input form if you desire to address the City Council. All remarks and questions addressed to the Council shall be addressed to the Council as a whole and not to any individual member thereof. Section 30.041B Code of Ordinance of the City of Corinth.

BUSINESS AGENDA

7. Consider the adoption of ordinance 20-08-20-06 to amend provisions of the City of Corinth Personnel Policy Manual section 3 (Equal employment), Section 4 (personal appearance), Section 6 (residency requirement), Section 8 (code of ethics - truthfulness and clean language), Section 9 (on-call and call-back pay), Section 12 (abuse of sick leave definition), Section 15 (drivers license check), and Section 17 (police standard operating procedures).
8. Consider acceptance of the resignation of Council Member Lowell Johnson, Place 3.

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

The purpose of this section is to allow each councilmember the opportunity to provide general updates and/or comments to fellow councilmembers, 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 Councilmember may direct that an item be added as a business item to any future agenda.

CLOSED SESSION

The City Council will convene in such executive or (closed session) to consider any matters regarding any of the above agenda items as well as the following matters pursuant to Chapter 551 of the Texas Government Code.

Section 551.071. (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 conflicts with chapter 551.

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

a. Right-of-way consisting of .198 acres located at 6801 S I-35E and 3404 Dobbs Road along Dobbs Road within the H. Garrison Survey, Abstract No. 507, within the City of Corinth, Denton County, Texas (F)

b. 3.792 acres, Tract 13H, out of the J.P. Walton Survey, Abstract 1389, within the City of Corinth, Denton County, Texas (P)

c. Being 5.379 acres of land located in the J. WALTON SURVEY, Abstract No. 1389, City of Corinth, Denton County, Texas, and being a portion of the tract of land conveyed to Anchor City Investments, LLC, by the deed recorded in Instrument No. 2006-90896, of the Deed Records of Denton County, Texas (D)

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

Section 551.087. 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 prospect.

a. Project Agora

After discussion of any matters in closed session, any final action or vote taken will be in public by the City Council. City Council shall have the right at any time to seek legal advice in Closed Session from its Attorney on any agenda item, whether posted for Closed Session or not.

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

ADJOURN:

Posted this _____ day of _____ 2020, at _____ on the bulletin board at Corinth City Hall.

Lana Wylie, Interim City Secretary
City of Corinth, Texas

WORKSHOP BUSINESS ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 08/20/2020
Title: Annual Budget Workshop
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Lee Ann Bunselmeyer, Director
City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2020-2021 Annual Program of Services and Capital Improvement Program.

AGENDA ITEM SUMMARY/BACKGROUND

The City Charter, Section 9.02, requires that the City Manager be responsible for submitting an annual budget not later than sixty (60) days prior to the first day of the new fiscal year. In compliance with the Charter requirement, the Fiscal Year 2020-2021 budget was submitted to the Council by Friday, July 31, 2020, and can also be found on the City's website. This budget workshop is one of several for Council to deliberate on the Fiscal Year 2020-2021 annual budget and to provide staff direction.

The City's budget development procedures are in conformance with State Law outlined in the Truth in Taxation process. The complete budget timeline is provided below.

Meeting Date	Budget Agenda Item
July 31	Publication of the Proposed Annual Program of Services (Budget)
Aug 6	Council Workshop - Budget Overview
Aug 13	Council Workshop- Discuss Governmental & Special Revenue Funds Council vote on Published tax rate and to set the public hearing dates
Aug 20	Council Workshop - Discuss Proprietary Funds & Capital Improvement Program Approve Crime Control & Prevention District Budget
Sept 3	Council Workshop on the Annual Budget
Sept 17	Public Hearing on Tax Rate Public Hearing on the Annual Budget
Sept 24	Adoption of the Annual Program of Services (Budget) Adoption of the Tax Rates and Tax Rolls

RECOMMENDATION

N/A

PRESENTATION ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 08/20/2020
Title: SPAN Presentation
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government
Regional Cooperation

AGENDA ITEM

Laura Joy, SPAN Mobility Manager, will present a report on the activity for SPAN covering the past year.

AGENDA ITEM SUMMARY/BACKGROUND

The City of Corinth contracts with SPAN Transportation; they provide transportation services to senior citizens and Denton County Veterans.

RECOMMENDATION

N/A

City Council Regular and Workshop Session

Meeting Date: 08/20/2020

Title: Approve Crime Control & Prevention District Budget

Submitted For: Jerry Garner, Police Chief

Submitted By: Lee Ann Bunselmeyer,
Director

Finance Review: N/A

Legal Review: Yes

City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on the fiscal year 2020-2021 Proposed Budget for the City of Corinth Crime Control and Prevention District.

AGENDA ITEM SUMMARY/BACKGROUND

The Texas Local Government Code Sections 363.204 and 363.205 prescribe procedures for adoption of the crime control budget. Texas Local Government Code 363.204(f) permits the Board to develop and adopt procedures for adopting a budget different from the procedures as outlined in the statute. In 2009, the Board adopted an order establishing the following procedures.

- a) Board shall hold a public hearing on the proposed budget for the District. Any resident of the district is entitled to be present and participate in the hearing.
- b) Board shall publish a notice of the public hearing in a newspaper with general circulation in the district not later than the fifth (5th) day before the date of the hearing.
- c) The proposed budget shall be made available in the Office of the City Secretary for public inspection at least five (5) days prior to the public hearing
- d) After the public hearing, the Board may make any changes in the proposed budget that in its judgment, is in the interest of the taxpayers of the District. The Board may adopt the budget immediately following the public hearing or at any time within ten (10) days following the public hearing.
- e) The Secretary of the Board shall submit the adopted budget to the City Council of the City of Corinth not later than the 10th day after the date the budget is adopted.

Expenditures for the proposed 2020-2021 budget total \$300,199 and include wages and benefits for two (2) sworn police officer positions (\$194,529), replacement of body cameras/system server (\$81,000), and shields/entry tools (\$24,670).

The ending fund balance is estimated at \$609,493 for the 2020-2021 fiscal year.

RECOMMENDATION

Staff recommends approval of the FY 2020-2021 Crime Control and Prevention Annual Budget.

Attachments

Proposed Budget

SALES TAX FUND - CRIME CONTROL & PREVENTION

The Corinth Police Department is committed to excellence in service through innovative and progressive policing methods. We value the trust of our citizens and are committed to carrying out our duties with honor, integrity and pride. Through partnerships and collaborative efforts we will strive to enhance the safety and security in our community.

Accomplishments for FY2019-20

- √ Support the Police Enterprise Fleet Program.
- √ Review and Revise recruitment and selection process to secure additional police personnel.

Goals & Objectives for FY2020-21

- √ Support the Police Enterprise Fleet Program.
- √ Replace the Police Department WatchGuard Server and aging bodycams.
- √ Purchase shields and breaching tools to outfit all police patrol units.

Awards & Accolades



CRIME CONTROL & PREVENTION (2203)

DESCRIPTION

The Corinth Crime Control & Prevention tax is a special tax levied for crime control and prevention that allows the City to provide the citizens with professional and efficient police services. The Crime Control & Prevention District Fund was established on January 1, 2005. A special election was held on September 11, 2004 for the purpose of adopting a .25% local sales and use tax for crime control & prevention. An election on May 2019 reauthorized the dedicated sales tax for another ten years.

RESOURCE SUMMARY	2018-19 ACTUAL	2019-20 BUDGET	2019-20 ESTIMATE	2020-21 BUDGET
Sales Tax	\$ 378,037	\$ 389,520	\$ 371,991	\$ 371,991
Investment Income	-	-	-	-
Interest Income	4,956	2,000	5,000	4,500
Miscellaneous	-	-	-	-
Gain on Sales	42,440	-	-	-
Transfers	-	-	-	-
TOTAL REVENUES	425,433	\$ 391,520	\$ 376,991	\$ 376,491
Use of Fund Balance	-	-	-	-
TOTAL RESOURCES	\$ 425,433	\$ 391,520	\$ 376,991	\$ 376,491

EXPENDITURE SUMMARY	2018-19 ACTUAL	2019-20 BUDGET	2019-20 ESTIMATE	2020-21 BUDGET
Wages & Benefits	\$ 166,449	\$ 173,242	\$ 172,810	\$ 194,529
Professional Fees	-	-	-	-
Maintenance & Operations	4,220	6,470	6,470	-
Supplies	-	-	-	24,670
Capital Outlay	-	-	-	81,000
Capital Lease	175,385	197,516	197,000	-
Transfers	-	-	-	-
TOTAL EXPENDITURES	\$ 346,054	\$ 377,228	\$ 376,280	\$ 300,199

PROJECTED FUND BALANCE REVIEW	2018-19 ACTUAL	2019-20 BUDGET	2019-20 ESTIMATE	2020-21 BUDGET
Beginning Fund Balance	\$ 453,111	\$ 532,490	\$ 532,490	\$ 533,201
Net Income	79,379	14,292	711	76,292
ENDING FUND BALANCE	532,490	\$ 546,782	\$ 533,201	\$ 609,493

PERSONNEL Full-Time Equivalents	2018-19 ACTUAL	2019-20 BUDGET	2019-20 ESTIMATE	2020-21 BUDGET
Sworn/Civil Service	2.00	2.00	2.00	2.00
TOTAL	2.00	2.00	2.00	2.00

NEW PROGRAM FUNDING

Replacement of body cameras and system server -\$81,000; shields/entry tools -\$24,670.

City Council Regular and Workshop Session

Meeting Date: 08/20/2020
Title: Contract for Service Between the CEDC and Brittain & Crawford, LLC
Submitted By: Jason Alexander, Director
Finance Review: N/A **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Economic Development
Citizen Engagement & Proactive
Government

AGENDA ITEM

Consider and act on a contract for service between the Corinth Economic Development Corporation (the "CEDC") and Brittain & Crawford, LLC for surveying, including legal descriptions and drawing exhibits, certain real property located at 2003 Corinth Parkway (the former Corinth Police Station) for an amount not to exceed \$3,000.00.

AGENDA ITEM SUMMARY/BACKGROUND

The City and the CEDC are working closely to develop approximately 20.92 on the southwest corner of Interstate Highway 35E and Corinth Parkway in collaboration with Realty Capital. Of this land area, approximately 1.7983 acres that was once the site of the Corinth Police Station has not been properly surveyed, and the absence of an up-to-date survey, legal description and related drawing exhibits could pose legal risk for the City and the CEDC as it relates to the development of the site and execution of any related economic development incentive and development agreements in the future. In particular, the up-to-date survey will distinguish the right-of-way dedicated to the widening of Corinth Parkway several years ago from that portion of the former site of the Corinth Police Station that will be developed as part of a mixed-use project.

As such, the CEDC desires to enter into a contract for service with Brittain & Crawford, LLC for an amount not to exceed \$3,000.00. Prior to the execution of such contract for service, and in accordance with the CEDC Bylaws, the City Council must first approve the contract for service.

The CEDC met in Regular Session on August 3, 2020, and recommended that the City Council approve the contract for service.

RECOMMENDATION

Staff recommends that the City Council approve the contract for service between the CEDC and Brittain & Crawford, LLC for an amount not to exceed \$3,000.00.

Fiscal Impact

Source of Funding: Corinth Economic Development Corporation

FINANCIAL SUMMARY:

If this contract for service is approved by the City Council, then the CEDC will be responsible for payment in an amount not to exceed \$3,000.00.

Attachments

Proposal

BRITAIN & CRAWFORD, LLC
LAND SURVEYING & TOPOGRAPHIC MAPPING

Celebrating 45 years of providing quality professional land surveys

July 31, 2020

City of Corinth
3300 Corinth Parkway
Corinth, Texas 76208
(940) 498-3265
George.Marshall@cityofcorinth.com

Attention: Mr. George S. Marshall, P.E., CFM
City Engineer

Re: **1.793 ACRES IN THE H. GARRISON
SURVEY, A – 507A (TR 19)**
Corinth, Denton County, Texas

Dear Mr. Marshall,

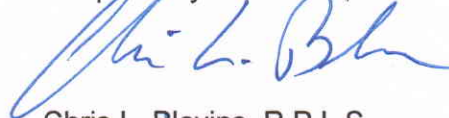
Pursuant to your request, and our review of the project site, we hereby submit our proposal to provide survey services. Our understanding of the desired scope of services is as follows:

Survey and Prepare an as-built boundary survey of the above referenced property indicating all surface features including utilities, curbs, sidewalks, fences, etc.

The foregoing will be accomplished for a fee of **\$3,000.00**.

We sincerely appreciate being considered for this project and look forward to working with you again.

Respectfully Submitted,



Chris L. Blevins, R.P.L.S.

Firm Certification #10019000

Complaints or Questions should be addressed to the Texas Board of Professional Land Surveying: 12100 Park 35 Circle, Building A, Suite 156, MC-230 Austin, Texas 78753, (512) 239-5267, Natalie.Jackson@txls.texas.gov

Approved : _____

Date : _____

City Council Regular and Workshop Session

Meeting Date: 08/20/2020
Title: Concrete street repairs for 2020
Submitted For: Cody Collier, Director **Submitted By:** Cody Collier, Director
Finance Review: N/A **Legal Review:** N/A
City Manager Review:
Strategic Goals: Infrastructure Development

AGENDA ITEM

Consider awarding a contract with HQS Construction for concrete street repairs.

AGENDA ITEM SUMMARY/BACKGROUND

The Public Works Department solicited bids in July for concrete street repairs, which were identified and budgeted for in 2019. We had budgeted a total of \$560,000 for concrete repairs, repaving of Riverview Drive, and Old Highway 77. Due to development plans, Old 77 was removed from the paving schedule. However, an opportunity to coordinate with the Town of Shady Shores to make needed repairs to Shady Shores Road presented itself, and we moved it up on the schedule to this fiscal year. The repairs to Shady Shores Road required a substantial portion of the funds budgeted for the 2020 repair schedule (\$257,892). The cost of Shady Shores Road reduced our budgeted amount for concrete repairs to \$203,000 and required us to postpone some less severe repairs until next year.

The 2020 bid request for concrete repairs identified seven locations for repairs, and the low bid totaled \$268,623.52. Due to the cost of Shady Shores Road, we removed line items 2,6,7,8, and 10 from the bid to bring the total bid cost from HQS Construction down to \$197,928.80. This allows us to remain within our budgeted amount for FY 2019-2020, and we can bring in the omitted concrete repairs in November when we add those to the FY 2020-2021 budget for street repairs.

RECOMMENDATION

Staff recommends award of a contract to HQS Construction for line items 1,3,4,5, and 9 for a total not to exceed amount of \$197,928.80.

Attachments

Bid Tabulation
HQS Bid
HQS Contract

**BID #1136
CONCRETE STREET REPAIRS
7/30/2020**

				HQS CONSTRUCTION LLC		CAM-CRETE CONTRACTING INC.		GROD CONSTRUCTION LLC		MCMAHON CONTRACTING	
				Plano, TX		Cedar Hill, TX		Boyd, TX		Grand Prairie, TX	
Item #	Items	Qty.	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	Mobilization 5% Maximum	1	LS	8500.00	8500.00	13445.00	13445.00	14300.00	14300.00	14834.00	14834.00
#0-2	2003 Vintage Circle	152.84	Sq. Yd.	80.00	12227.20	89.00	13602.76	128.00	19563.52	103.91	15881.60
#0-3	2500 Whetstone Drive	907.29	Sq. Yd.	80.00	72583.20	89.00	80748.81	100.00	90729.00	87.97	79814.30
#0-4	Meadowview Between Goodnight Trl & Geronimo Dr.	992.62	Sq. Yd.	80.00	79410.40	89.00	88344.07	80.00	79410.40	100.22	99481.38
#0-5	3215 Meadowview Drive	374.19	Sq. Yd.	80.00	29935.20	89.00	33302.91	110.00	41160.90	93.43	34960.57
#0-6	3508 Meadowview Drive	168.48	Sq. Yd.	80.00	13478.40	89.00	14994.72	116.00	19543.68	98.92	16666.04
#0-7	1718 Post Oak Drive	92.26	Sq. Yd.	80.00	7380.80	89.00	8211.14	136.00	12547.36	134.60	12418.20
#0-8	1600 Post Oak Drive	164.85	Sq. Yd.	80.00	13188.00	89.00	14671.65	122.00	20111.70	100.37	16545.99
#0-9	Traffic Control & Signage	1	LS	7500.00	7500.00	2000.00	2000.00	3000.00	3000.00	10440.96	10440.96
#0-10	Contingency - 10% of Base Bid Amount	1	LS	24420.32	24420.32	26932.10	26932.10	30036.65	30036.65	30104.30	30104.30
Total Cost				\$268,623.52		\$296,253.16		\$330,403.21		\$331,147.35	

Calendar days for completion				30	30	30	30
Signed proposal				Yes	Yes	Yes	Yes
Bid Bond				Yes	Yes	Yes	Yes
Addendum #1				Yes	Yes	Yes	Yes
Cooperative Purchasing				Yes	Yes	Yes	No

This sheet contains preliminary, unaudited proposal information. Proposals are in the evaluation process.

10% contingency calculated at wrong amount of \$24,450.00

10% contingency calculated at wrong amount of \$30,000.00

**BID #1136
CONCRETE STREET REPAIRS
7/30/2020**

				BMFB CONCRETE CONTRACTORS		XIT PAVING AND CONSTRUCTION INC		AXIS CONTRACTING INC		FLOYD SMITH CONCRETE		PARADISE CONCRETE	
				Frisco, TX		Waxahachie, TX		Dallas, TX		Denton, TX		Mount Pleasant, TX	
Item #	Items	Qty.	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	Mobilization 5% Maximum	1	LS	16017.80	16017.80	15000.00	15000.00	42000.00	42000.00	3500.00	3500.00	30981.00	30981.00
#0-2	2003 Vintage Circle	152.84	Sq. Yd.	100.00	15284.00	106.00	16201.04	120.00	18340.80	228.92	34988.13	199.32	30464.07
#0-3	2500 Whetstone Drive	907.29	Sq. Yd.	100.00	90729.00	106.00	96172.74	120.00	108874.80	174.85	158639.66	193.53	175587.83
#0-4	Meadowview Between Goodnight Trl & Geronimo Dr.	992.62	Sq. Yd.	100.00	99263.00	106.00	105218.78	120.00	119115.60	174.77	173481.95	192.66	191240.10
#0-5	3215 Meadowview Drive	374.19	Sq. Yd.	100.00	37419.00	106.00	39664.14	120.00	44902.80	182.13	68151.22	202.68	75840.83
#0-6	3508 Meadowview Drive	168.48	Sq. Yd.	100.00	16848.00	106.00	17858.88	120.00	20217.60	183.56	30926.19	180.00	30326.40
#0-7	1718 Post Oak Drive	92.26	Sq. Yd.	100.00	9226.00	106.00	9779.56	135.00	12455.10	231.50	21358.19	186.52	17208.34
#0-8	1600 Post Oak Drive	164.85	Sq. Yd.	100.00	16485.00	106.00	17474.10	135.00	22254.75	230.46	37991.33	197.94	32630.41
#0-9	Traffic Control & Signage	1	LS	6000.00	6000.00	15000.00	15000.00	7750.00	7750.00	12960.00	12960.00	25000.00	25000.00
#0-10	Contingency - 10% of Base Bid Amount	1	LS	30727.18	30727.18	33236.92	33236.92	39591.00	39591.00	54199.67	54199.67	60927.90	60927.90
Total Cost				\$337,998.98		\$365,606.16		\$435,502.45		\$596,196.34		\$670,206.87	

	Calendar days for completion			30	30	30	30	30	30	30	30	30	30
	Signed proposal			Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Bid Bond			Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Addendum #1			Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Cooperative Purchasing			Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes

This sheet contains preliminary, unaudited proposal information. Proposals are in the evaluation process.

10% contingency calculated at wrong amount of \$29,123.00

10% contingency calculated at wrong amount of \$33,244.34

10% contingency calculated at wrong amount of \$57,830.00

Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item	Quantity Required	UOM	Numeric	Numeric	Total Cost
						Unit Price	Calendar Days for Completion	
Success: All values provided	Bid	#0-1	Mobilization 5% Maximum	1	LS	\$ 8,500.00	30	\$ 8,500.00
Success: All values provided	Bid	#0-2	2003 Vintage Circle	152.84	Sq. Yd.	\$ 80.00	30	\$ 12,227.20
Success: All values provided	Bid	#0-3	2500 Whetstone Drive	907.29	Sq. Yd.	\$ 80.00	30	\$ 72,583.20
Success: All values provided	Bid	#0-4	Meadowview Between Goodnight Trl & Geronimo Dr.	992.63	Sq. Yd.	\$ 80.00	30	\$ 79,410.40
Success: All values provided	Bid	#0-5	3215 Meadowview Drive	374.19	Sq. Yd.	\$ 80.00	30	\$ 29,935.20
Success: All values provided	Bid	#0-6	3508 Meadowview Drive	168.48	Sq. Yd.	\$ 80.00	30	\$ 13,478.40
Success: All values provided	Bid	#0-7	1718 Post Oak Drive	92.26	Sq. Yd.	\$ 80.00	30	\$ 7,380.80
Success: All values provided	Bid	#0-8	1600 Post Oak Drive	164.85	Sq. Yd.	\$ 80.00	30	\$ 13,188.00
Success: All values provided	Bid	#0-9	Traffic Control & Signage	1	LS	\$ 7,500.00	30	\$ 7,500.00
Success: All values provided	Bid	#0-10	Contingency - 10% of Base Bid Amount	1	LS	\$ 24,420.32	30	\$ 24,420.32

\$ 268,623.52

A310™ – 2010 Bid Bond

CONTRACTOR:

(Name, legal status and address)

HQS Construction, LLC
P.O. Box 250771
Plano, TX 75025

SURETY:

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

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

BOND AMOUNT: \$ (5% GAB) FIVE PERCENT OF GREATEST AMOUNT BID

PROJECT:

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

Corinth - Concrete Street Repairs. Bid #1136

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 30th day of July, 2020.

HQS Construction, LLC

(Principal)

(Seal)

(Witness)

(Title)

Berkley Insurance Company

(Surety)

(Seal)

(Witness)

(Title)

Elena Sells, Attorney-In-Fact

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Berkley Surety Group and its affiliates by telephone for information or to make a complaint:

BERKLEY SURETY GROUP

Please send all notices of claim on this bond to:

Berkley Surety Group
(866) 768-3534

412 Mount Kemble Avenue, Suite 310N
Morristown, NJ 07960
Attn: Surety Claims Department

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 your agent or Berkley Surety Group first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Steven Wayne Lewis; Kathleen Marie Sells; Lanny Wilson Land; Elena Sells; or Jennifer Clark of Box Bonding Agency, LLC of Grapevine, TX* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, 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 obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 4th day of MARCA, 2020.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 4th day of MARCH, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 30th day of JULY, 2020.

(Seal)

Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.



ADDENDUM #1

INVITATION TO BID

CITY OF CORINTH

July 17, 2020

Concrete Street Repairs

BID #1136

PROPOSALS DUE:

THURSDAY, JULY 30, 2020 11:00 AM CDT

ADDENDUM #1

Addendum to be returned with Proposal

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

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

Please change Page 4, Section 1.05 as follows:

1.05 CONTRACT TIME, **DELAYS, EXTENSION OF TIME, LIQUIDATED DAMAGES**

This project is to be completed within 30 calendar days, excluding weekends and holidays, from the date of the notice to proceed. ~~Liquidated damages are set forth in the Supplementary Conditions.~~

~~The Contractor shall be entitled to an extension of working time under this Contract only when claim for such extension is submitted to the Owner in writing by the Contractor within seven (7) days from and after the time when any alleged cause of delay shall occur, and then only when such time is approved by the Owner. In adjusting the Contract working time for the completion of the project, unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to inability to obtain supplies and materials when orders for such supplies and materials were timely made, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather conditions or delays of subcontractors due to such causes beyond their control shall be taken into consideration.~~

~~Contractor's sole remedy for any delays in the project, which are not the fault of the Contractor, shall be an equitable extension of time to perform the work, required by the Contract. In no event shall the Contractor be entitled to make a claim for delay, impact or acceleration damages against the Owner.~~

~~For each day that any Work shall remain uncompleted after the time specified in the Bid Form and the Contract, or the increased time granted by the City, the sum of \$250.00 per calendar day will be deducted from the moneys due the contractor for the work. This sum shall not be considered as a penalty, but rather as reasonable liquidated damages, since it would be impracticable or extremely difficult to fix the actual damages. An extension of time may be allowed for delays beyond the control of the Contractor at the discretion of Owner.~~

This form shall be signed and returned with your proposal.

Name: Qasim Rasul

Signature: 

Company: HQS Construction, LLC

Title: Project Manager

Date: 7/30/20



**INVITATION TO BID FOR
CONCRETE STREET REPAIRS
BID #1136**

CITY OF CORINTH, TEXAS

IMPORTANT DATES:

ITB Issue Date:	Thursday, July 9, 2020
ITB Publication Dates:	July 9, 2020 & July 16, 2020
Questions Deadline:	Wednesday, July 22, 2020 @ 10:00 AM CDT
Bid Due Date and Time:	Thursday, July 30, 2020 @ 11:00 AM CDT

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

Bids will be received in hard copy; or 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.

Hard copy bids must be submitted (each with required signatures) with one (1) hard copy original bid, and one (1) complete copy of bid in USB memory drive format in a sealed envelope or package to the address listed below.

Delivery & Mailing Address:

City of Corinth
Attn: Purchasing Agent
3300 Corinth Parkway, 2nd Floor
Corinth, Texas 76208

Bid Contact:

Cindy Troyer
Purchasing Agent
purchasing@cityofcorinth.com
(940) 498-3286

Sealed bids shall be clearly marked "BID #1136-CONCRETE STREET REPAIRS" DO NOT OPEN UNTIL 11:00 AM JULY 30, 2020" and include the bidder's name and address on the front of the envelope or package. 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>, or to the Purchasing Agent at purchasing@cityofcorinth.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 be returned unopened, and will not be considered. The City does not accept oral, telephone, or faxed bids. **Bids submitted orally, by phone, or fax will be disqualified and will not be considered in the evaluation process.** Bids will be accepted only if submitted online through Bonfire; or if delivered in person, by the U.S. Postal Service, delivery service such as UPS or Federal Express. The City will not be responsible for, or consider missing, lost, or late deliveries.

CITY OF CORINTH BID #1136
CONCRETE STREET REPAIRS

DESCRIPTION

Concrete Street Repairs per 7 Exhibits at the following locations:

- Exhibit 1 – Location 1 - 2003 Vintage Circle
- Exhibit 2 – Location 2 - 2500 Whetstone Drive
- Exhibit 3 – Location 3 – Meadowview Between Goodnight Trail and Geronimo Drive
- Exhibit 4 - Location 4 – 3215 Meadowview Drive
- Exhibit 5 – Location 5 – 3508 Meadowview Drive
- Exhibit 6 – Location 6 – 1718 Post Oak Drive @ Tuscany
- Exhibit 7 – Location 7 – 1600 Post Oak Drive

Total = 2,853 sq. yds

This project is to be completed in 30 consecutive calendar days from the date of the Notice to Proceed.

Work will be completed per the following details and specifications.

- Dimensions, approximately 2,853 Square yards of concrete for repair in Corinth. Contractor is responsible for verifying actual amount. All repaving will require subgrade backfill, proper compaction and paved with 3,500 psi concrete compliant with the Public Works Construction Standards from the North Central Texas 5th Edition 2017.
- Removal and repaving of approximately 2,853 square yards of concrete in Corinth. All repaving will be full depth repair. No patching or skim coats are permissible. All concrete repairs shall be to a depth equal of the surrounding pavement. In most cases, concrete streets are 8" in depth. Driveway approaches shall be at a depth of 6".
- All street repairs must be made utilizing #4 rebar spaced with a maximum of 18" centers. Rebar shall be doweled into solid structural cement to a 2" depth minimum. Rebar chairs shall be installed to prevent the steel from collapsing under the weight of the wet concrete and providing no structural support. Driveway approaches shall be at a depth of 6" with #3 rebar at 12" centers. Gutter lines will be poured to grade to allow proper drainage.
- Expansion joints shall be provided for repairs exceeding 20' in length. Saw joints or cold joints shall be provided for intersecting joints or angles in pavement. Saw joints shall be cut to a depth of ¼". Expansion joints shall be either redwood or fiber composite board to prevent decay,
- Curbs shall be monolithic design 6" in height and two strands of #3 rebar inside the curb.

Finished grade or pavement surface must have a broom finish to provide traction for motorist.

- Backfill will consist of screened topsoil, sod as needed, irrigation function will need to be verified and repaired as needed.
- Any demo material removed for repairs is to be removed within 72 hours.
- Any water needed for clean up or construction will be provided by the contractor, not from residents of Corinth.
- Contractor and employees may not use Residential property for lunches, breaks, equipment storage, etc.
- Continuous two-way traffic must be maintained throughout the project. Proper signage, lane closure, and lane tapers for the project will be required and must meet the standards of the TMUTCD.

CITY OF CORINTH BID #1136
CONCRETE STREET REPAIRS

1. INSTRUCTIONS TO BIDDERS

1.01 QUALIFICATIONS OF BIDDERS

- A. Submit documentation within five (5) days of Owner's request to demonstrate that the Contractor is qualified by experience and capability to successfully construct the project within the Contract Time and for the Contract Amount. Include the following information:
1. Qualifications and experience of the Bidders, including key personnel to be assigned to the project.
 2. Qualifications and experience of Subcontractors.
 3. Qualifications of manufacturers proposed to furnish the principal items of material or equipment.
 4. Previous experience with public contracts and present reference contacts.
 5. List of available equipment.
 6. Evidence of authority to conduct business in the jurisdiction where the project is located.

1.02 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. Examine Contract Documents, make observations and investigations, correlate knowledge and observations with the requirements of the Contract Documents and consider these in preparation of a bid for the project.
1. Read the Contract Documents data and reports thoroughly. Use a complete set of Contract Documents in preparing Bids. Assume responsibility for errors or misinterpretations resulting from the use of partial or incomplete contract documents.
 2. Visit the site to become familiar with general, local and site conditions that may affect cost, progress or performance of the work in any manner.
 3. Become familiar with federal, state and local laws, ordinances, rules and regulations affecting cost, progress or performance of the work.
- B. Acknowledge sole responsibility for job site safety by the submission of a Bid for this project.

1.03 INTERPRETATIONS

Any interpretations, corrections, clarifications, or changes to this Invitation to Bid 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 bidder to monitor the Bonfire website for addenda. Bidders shall acknowledge receipt of all addenda by submitting a signed copy with their bid submittal and on the Certification Form.

1.04 BID SECURITY

- A. Submit a bid security in the amount of five (5%) percent of the amount of the maximum total bid as a guarantee that the Bidder will promptly enter into a Contract and execute Performance, Payment and Maintenance Bonds on the forms included in the Contract Documents if awarded the contract.

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

Respondents who submit a proposal in paper format must include the original bid bond with their submission.

CITY OF CORINTH BID #1136
CONCRETE STREET REPAIRS

B. Acceptable Bid security are:

1. Certified or cashier's check made payable to the Owner.
2. An approved Bidder's Bond underwritten by a surety named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

C. Upon request, bid securities will be returned to bidders when the contract award is made or bids are rejected.

1.05 CONTRACT TIME

This project is to be completed within 30 calendar days, excluding weekends and holidays, from the date of the notice to proceed. Liquidated damages are set forth in the Supplementary Conditions.

1.06 BID FORM

- A. Submit bids on the Bid forms provided with the Contract Documents for each contract Bid. Include supplemental data to be furnished in the same sealed envelope with Proposal.
- B. Bid forms must be completed in ink or electronic bid forms will be provided upon request. The Bid price of each item on the form must be stated in words and numerals. Words take precedence in case of a conflict.
- C. Execute bids by corporations in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. Affix the corporate seal and attest by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- D. Execute bids by partnerships in the partnership name. Forms are to be signed by a partner. Print the name below the signature. Write the title of the Partner and show the official address of the partnership shown below the signature.

1.07 SUBMISSION OF BIDS

Bids will be received in hard copy; or 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.

Hard copy bids must be submitted (each with required signatures) with one (1) hard copy original bid, and one (1) complete copy of bid in USB memory drive format in a sealed envelope or package to the Office of the Purchasing Agent at 3300 Corinth Parkway, Corinth, Texas 76208.

1.08 MODIFICATION AND WITHDRAWAL OF BIDS

Modify or withdraw bids by submitting an appropriate document executed in the manner that a Bid must be executed. Deliver the modification or withdrawal to the place where Bids are to be submitted at any time prior to the opening of Bids.

1.09 OPENING OF BIDS

- A. Bids will be opened as indicated in the Invitation for Bids.
- B. All Bids shall remain open for the period of time set forth in the Invitation for Bids, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

1.10 AWARD OF CONTRACT

- A. Owner may reject Bids, waive formalities, or disregard nonconforming, conditional Bids or counter proposals.

CITY OF CORINTH BID #1136
CONCRETE STREET REPAIRS

- B. Owner may consider the following in evaluating the bids and awarding the contract:
 - 1. Contractor's qualifications and ability to demonstrate current capability to complete the project in conformance with the requirements of the contract documents.
 - 2. Compliance of the Bids with requirements of the Contract Documents
 - 3. Alternates and unit prices if requested in the bid forms.
 - 4. The amount bid.
- C. The contract will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates that the award will be in the best interests of the Project if a contract is to be awarded.

1.11 EXECUTION OF CONTRACT

- A. The successful Bidder must execute the formal Contract Agreement and required Bonds on the forms prepared and submitted by the Owner within fifteen (15) days after the Notice of Award.
- B. A Notice to proceed authorizing the Contractor to commence work will be issued after the Contract Documents have been executed.

1.12 WAGE RATES

Contractors for this Project must comply with prevailing wage rates as defined by the United States Department of Labor Davis and Bacon Wage Determination at <http://www.wdol.gov/dba.aspx>.

1.13 BONDS

Performance, Payment, and Maintenance Bonds are required for this project and shall be provided in accordance with the General Conditions.

1.14 SALES TAXES

The Owner qualifies as an exempt agency as defined by the statutes of the State of Texas. Owner's purchasing department will issue exemption certificates. Comply with all statutes and rulings of the State Comptroller.

1.15 INSURANCE

- A. Bidder's attention is directed to the insurance requirements for Construction Services as attached. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If a Bidder fails to comply strictly with the insurance requirements, that Bidder may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful Bidder shall have a duty to maintain throughout the course of this contract.
- B. Bidder may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Bidders are strongly advised to make such requests prior to bid opening, since the insurance requirements may not be modified or waived after proposal opening unless a written exception has been submitted with the bid.
- C. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the bid to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- D. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Corinth.

2. INSURANCE REQUIREMENTS

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

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

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:
 - a. Premises/Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
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.

CITY OF CORINTH BID #1136
CONCRETE STREET REPAIRS

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.
- 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 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.

2.1 CONSTRUCTION SERVICES REQUIREMENTS

- A. **Definition**: Construction Services are defined as services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.
- B. **Minimum Limits of Insurance**:
1. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 2.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.
 3. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.
- C. **Additional Insurance Coverage**: The City may request the following additional insurance coverage for building and construction projects. If requested by the City, the vendor must provide certificate of insurance prior to authorization to perform services for the City.
1. Builder's Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. City shall be listed as Loss Payee.
 2. Umbrella Liability - \$1,000,000: Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverage.

CITY OF CORINTH BID #1136
CONCRETE STREET REPAIRS

STANDARD TERMS AND CONDITIONS

The terms and conditions shall apply to all goods or services procured by the City and shall be incorporated into and be a part of any bids/proposals submitted to the City of Corinth for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City of Corinth, Texas.

1. **ADDENDA:** Any interpretations, corrections or changes to the information or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Corinth Purchasing Agent. Addenda will be posted at <https://cityofcorinth.bonfirehub.com>. It is the responsibility of the Respondent to check the Bonfire website for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their bid/proposal.
2. **ADVERTISING:** The successful Respondent shall not advertise or publish, without the City's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or local government.
3. **ALTERING BID/PROPOSAL PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to bid/proposal opening shall be initiated 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 purchase price;
- B. The reputation of the respondent and of the respondent's goods or services;
- C. The quality of the respondent's goods or services;
- D. The extent to which the goods or services meet the City's needs;
- E. The respondent's past relationship with the City;
- F. The total long-term cost to the City to acquire the respondent's goods or services;
- G. 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 in hard copy; or 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. If a bid bond is required, a copy of the bid bond must be uploaded with the electronic submittal. The original bid bond document must be received in the Purchasing office within three (3) business days after the deadline for receipt of submittals.. Original bid bond documents must be sent to City of Corinth, Attn: Purchasing Agent, 3300 Corinth Parkway, Corinth, TX 76208. The City may disqualify submissions from Respondents who do not comply with this requirement.

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. If a bid bond is required, the bid/proposal in paper format must include the original bid bond with their submission.

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.

**CITY OF CORINTH BID #1136
CONCRETE STREET REPAIRS**

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 or default 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

CITY OF CORINTH BID #1136
CONCRETE STREET REPAIRS

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

20. **INVOICES:** Each invoice shall be fully documented as to the Contractor's/vendor's name and address, receiving department's name and address, labor, materials and equipment provided, if applicable, and must reference the City of Corinth purchase order number in order to be processed. No payments shall be made on invoices not listing a purchase order number. Invoices shall be mailed directly to the City of Corinth, Attention: Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.
21. **LATE SUBMITTALS:** The City will reject late bids/proposals. The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the Purchasing Office. Respondents may confirm receipt of packets by contacting Cindy Troyer, Purchasing Agent at 940-498-3286.
22. **MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The City may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:
 - A. Have adequate financial resources or the ability to obtain such resources.
 - B. Ability to comply with the required or proposed delivery schedule.
 - C. Have a satisfactory record of performance.
 - D. Have a satisfactory record of integrity and ethics.
 - E. Be otherwise qualified and eligible to receive an award.
23. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the successful Respondent agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (i) either meets an exemption criteria under Section 2270.002; or it does (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. **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.**
25. **PATENTS/COPYRIGHTS:** The successful Respondent agrees to protect the City from claims involving infringements of patents and/or copyrights.
26. **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.
27. **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.
28. **PURCHASE ORDER:** The City shall generate a purchase order(s) to the successful Respondent. The purchase order number must appear on all itemized invoices.
29. **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.
30. **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.

CITY OF CORINTH BID #1136
CONCRETE STREET REPAIRS

31. **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.

32. **REQUIRED DOCUMENTATION:** In response to this bid/proposal packet, all required documentation must be provided.
33. **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.
34. **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.
35. **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.
36. **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.
37. **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.
38. **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.

39. **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.
40. **TRAVEL AND DIRECT CHARGES:** The City shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.
41. **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.
42. **WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn any time prior to the official opening, as long as the request is received in writing from an authorized representative.





APPENDIX A

EXHIBITS



Corinth Concrete Repair Inventory Location 1

-  Concrete Repair
-  Curb Repair

Totals

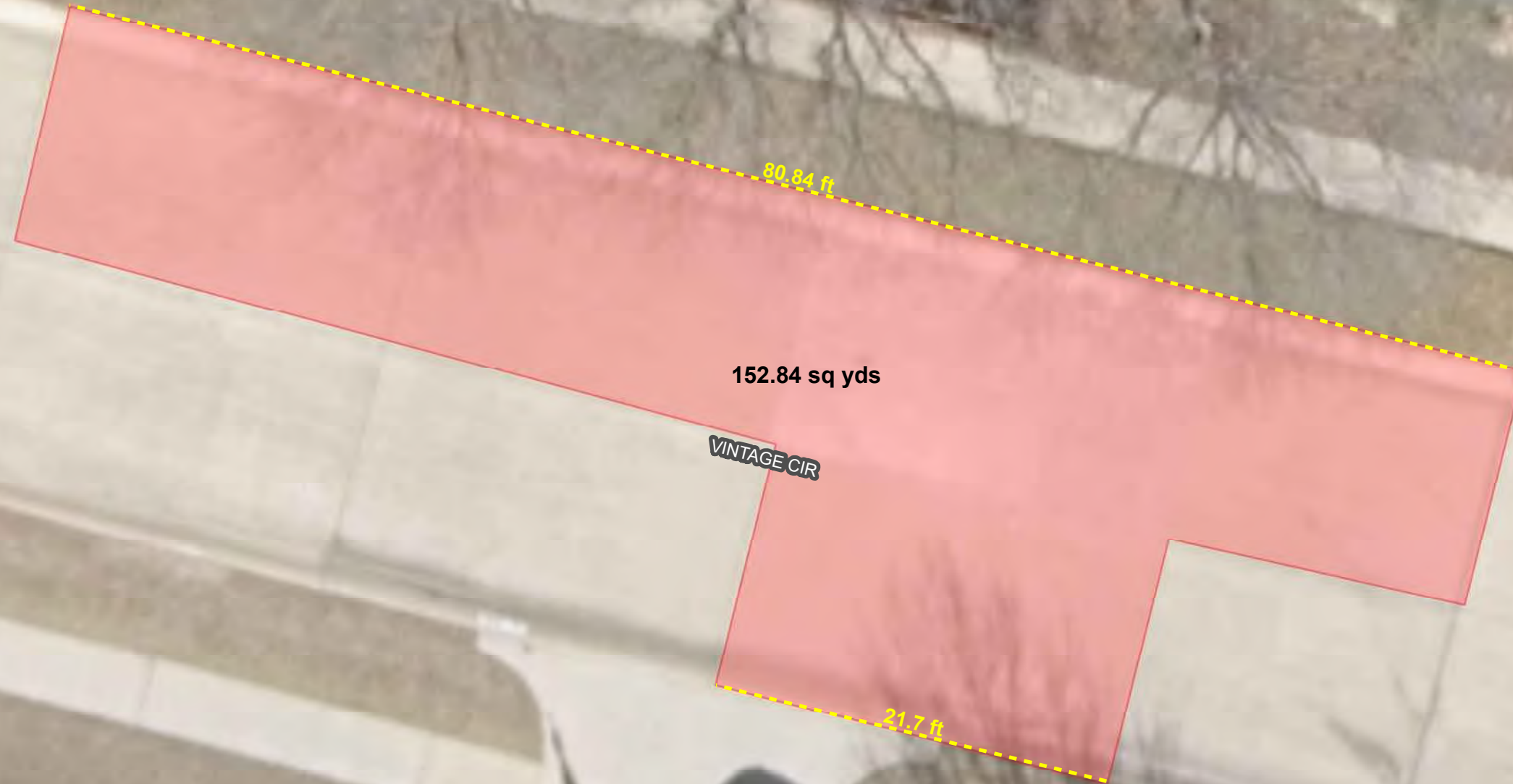
Concrete Repair: **2852.52 sq yds**
Curb Repair: **1204.93 ft**



1 inch = 8 feet



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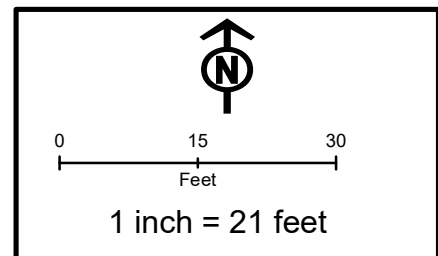


Corinth Concrete Repair Inventory Location 2

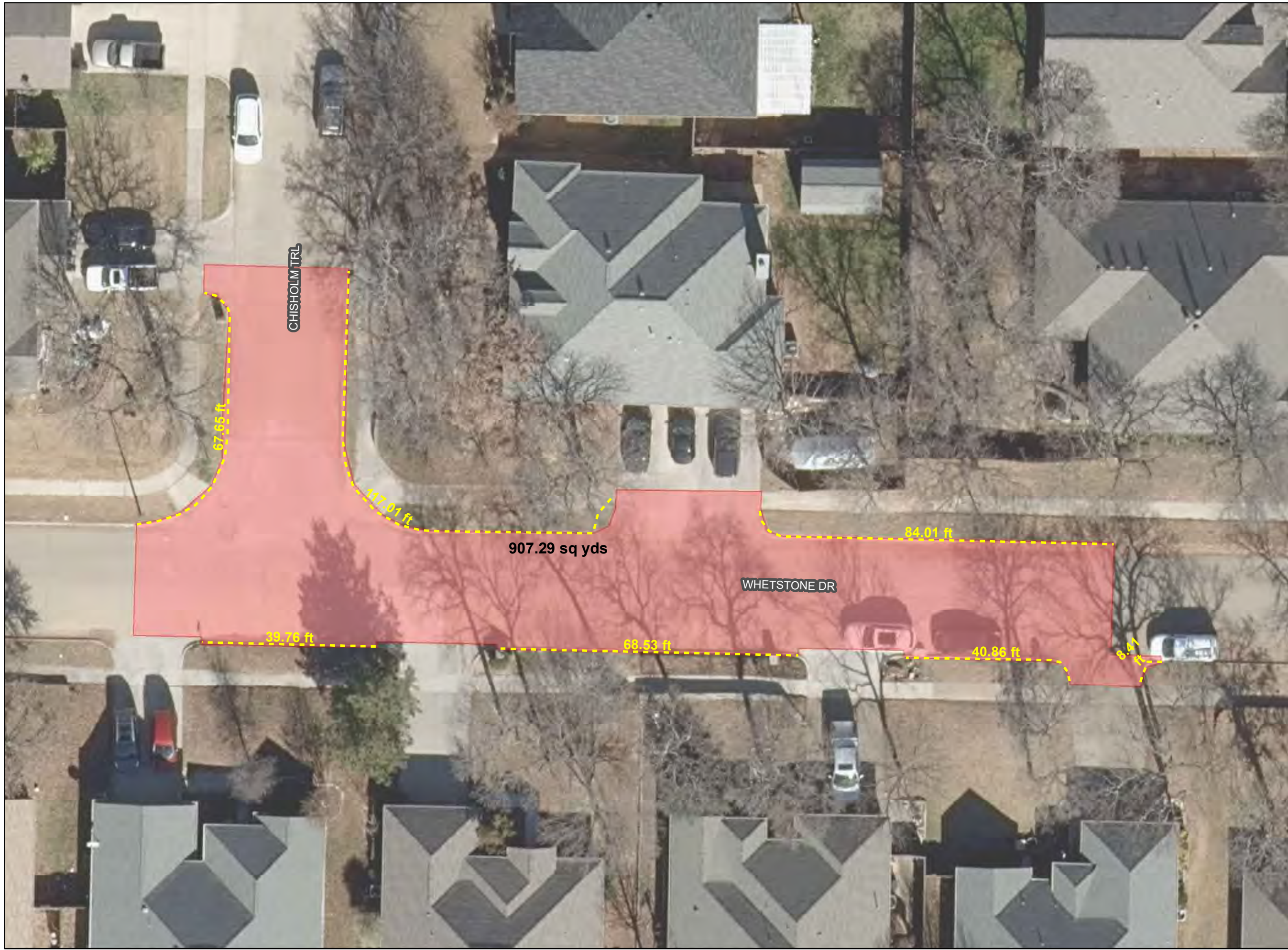
- Concrete Repair
- Curb Repair

Totals

Concrete Repair: **2852.52 sq yds**
 Curb Repair: **1204.93 ft**



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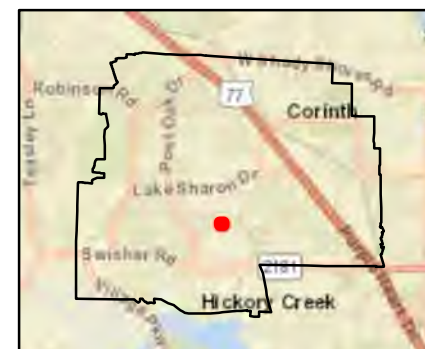
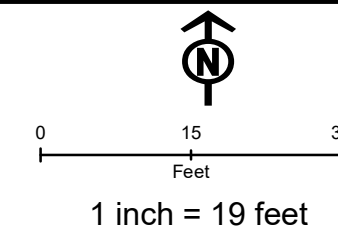


Corinth Concrete Repair Inventory Location 3

- Concrete Repair
- Curb Repair

Totals

Concrete Repair: **2852.52 sq yds**
 Curb Repair: **1204.93 ft**



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Corinth Concrete Repair Inventory Location 4

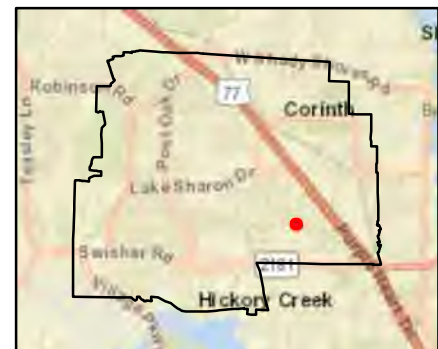
- Concrete Repair
- Curb Repair

Totals

Concrete Repair: **2852.52 sq yds**
 Curb Repair: **1204.93 ft**



1 inch = 8 feet



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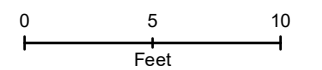


Corinth Concrete Repair Inventory Location 5

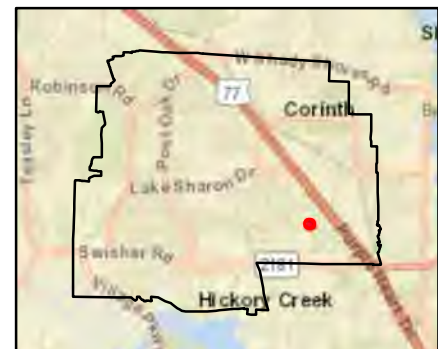
- Concrete Repair
- - - Curb Repair

Totals

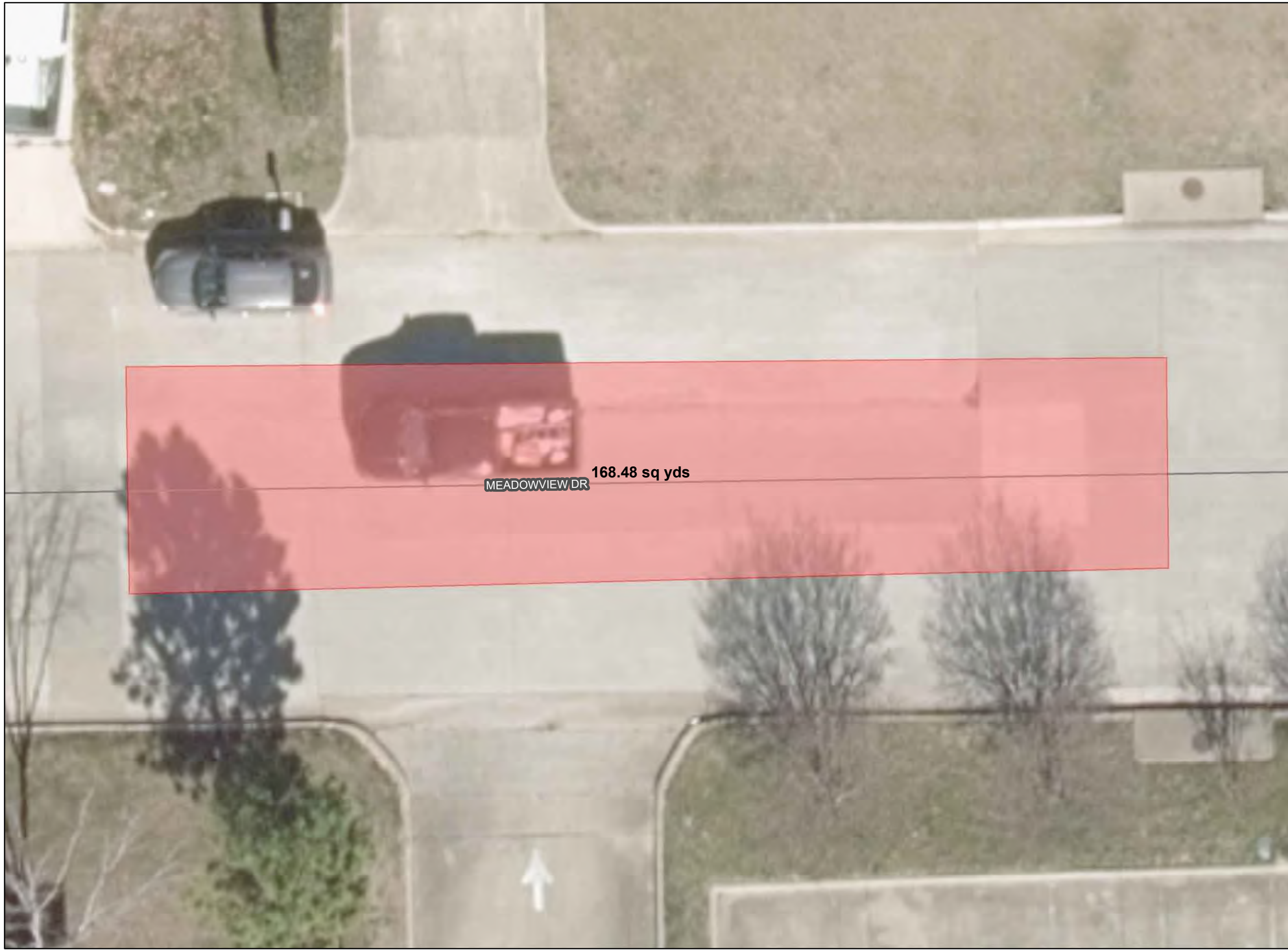
Concrete Repair: **2852.52 sq yds**
 Curb Repair: **1204.93 ft**



1 inch = 8 feet



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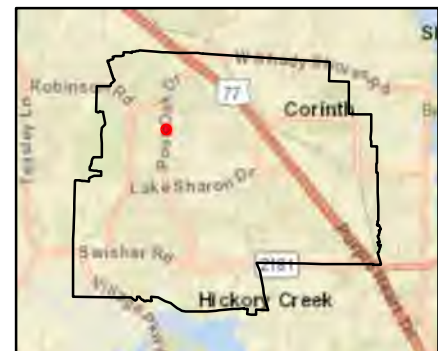
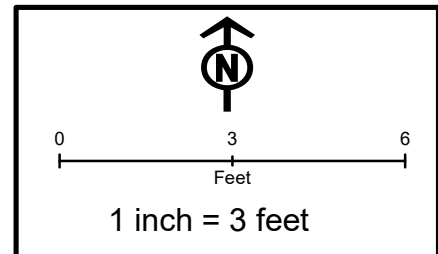


Corinth Concrete Repair Inventory Location 6

- Concrete Repair
- Curb Repair

Totals

Concrete Repair: **2852.52 sq yds**
 Curb Repair: **1204.93 ft**



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***Corinth Concrete
Repair Inventory
Location 7***

- Concrete Repair
- Curb Repair

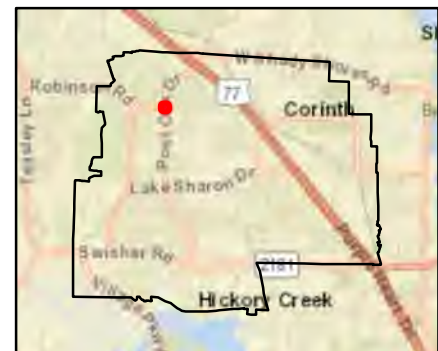
Totals

Concrete Repair: **2852.52 sq yds**
Curb Repair: **1204.93 ft**



0 10 20
Feet

1 inch = 13 feet



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APPENDIX B

SUBMITTAL FORMS

**The attached forms shall be completed
and returned with bid submittal**

CITY OF CORINTH BID #1136
CONCRETE STREET REPAIRS

BID PROPOSAL

Corinth, Texas
July 30th, 2020

PROPOSAL FOR: BID #1136 CONCRETE STREET REPAIRS

PROPOSAL OF: HQS Construction, LLC

TOTAL BID PRICING IN WORDS: Two Hundred Sixty Eight Thousand Dollars and Fifty Two Cents
Six Hundred Twenty Three

The undersigned Bidder has carefully examined the Invitation for Bids, Instructions to Bidders, this Proposal, the Supplemental Conditions, the form of Contract Agreement and Bonds, the General Conditions of the Agreement, the Specifications, the Drawings, and the site of the work, and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other facilities to complete fully all the work as provided in the Contract Documents; and will execute the contract and bonds in the Contract Documents upon formal acceptance of his Proposal for the unit prices and amounts shown in the following table. Bidder shall provide base bid and alternate bids, if applicable.

The undersigned bidder will execute the Contract Agreement within fifteen (15) days after receiving a Notice of Award and will furnish approved bonds and insurance as required by the Contract Documents for the faithful performance of the Contract. The attached bid security in the amount of five (5) percent of the amount bid is to become the property of the Owner as liquidated damages for the delay and additional work caused by the failure of the bidder to enter into a contract in the event the Contract Agreement and bonds are not executed within fifteen (15) days.

The undersigned agrees to complete all work covered by these Contract Documents within 30 calendar days, excluding weekends and holidays from the day of the notice to proceed. The date established for the start of work will be not less than ten (10) days or not more than thirty (30) days after the date of the Contract Agreement, except by mutual agreement of the Owner and the Contractor.

Respectfully submitted,


By Qasim Rasul

Qasim Rasul - Project Manager
(Print Name and Title)

P.O. Box 250771

Plano, TX 75025
Address

Attested By:


Secretary

(SEAL) If Bidder is a Corporation

NOTE: Do not detach bid forms from other papers. Fill in with ink and submit complete with attached papers.

BID PROPOSAL FORM

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	LS	Mobilization (5% maximum)	\$ _____	\$ _____
2	152.84 Sq. Yd.	2003 Vintage Circle	\$ _____	\$ _____
3	907.29 Sq. Yd.	2500 Whetstone Drive	\$ _____	\$ _____
4	992.62 Sq. Yd.	Meadowview between Goodnight Trl and Geronimo Dr	\$ _____	\$ _____
5	374.19 Sq. Yd.	3215 Meadowview Drive	\$ _____	\$ _____
6	168.48 Sq. Yd.	3508 Meadowview Drive	\$ _____	\$ _____
7	92.26 Sq. Yd.	1718 Post Oak Drive	\$ _____	\$ _____
8	164.85 Sq. Yd.	1600 Post Oak Drive	\$ _____	\$ _____
9	LS	Traffic Control and Signage	\$ _____	\$ _____
10	LS	Contingency 10% of Base Bid Amount	\$ _____	\$ _____
			TOTAL BID	\$ _____

Estimated completion time after receipt of Notice to Proceed _____ calendar days

In case of calculation error, unit pricing shall prevail.

CITY OF CORINTH BID #1136
CONCRETE STREET REPAIRS

OUT OF STATE CONTRACTOR COMPLIANCE TO STATE LAW

Texas Government Code §2252.002 provides that, in order to be awarded a contract as low bidder, non-resident bidders (out-of-state contractors whose corporate offices or principal place of business are outside of the state of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

A. Non-resident vendors in _____ (give state), our principal place of business, are required to be percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident vendors in _____ (give state), our principal place of business, are not required to underbid resident bidders.

B. Our principal place of business or corporate offices are in the State of Texas:

BIDDER:

HQS Construction, LLC
Company

By: Qasim Rasul
(please print)

P.O. Box 250771

Signature: 

Plano TX 75025
City State Zip

Title: Project Manager
(please print)

972-208-2349
Phone

972-208-2549
Fax

bids@HQSconstruction.com
Email

THIS FORM MUST BE RETURNED WITH YOUR BID

CITY OF CORINTH BID #1136
CONCRETE STREET REPAIRS

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: _____ n/a _____

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 BID #1136
CONCRETE STREET REPAIRS

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 prepare, execute, and administer its own contract for the goods or services with the vendor at the prices bid and accepted by the **City of Corinth**. Each Governmental Entity will order its own material/services as needed and is responsible for ensuring full compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor.

CITY OF CORINTH BID #1136
CONCRETE STREET REPAIRS

VENDOR REFERENCES

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

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____ Please see attached _____

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: _____



HQS Construction, LLC
P.O. Box 250771
Plano, TX 75025

tel 972 208 2349
fax 972 208 2549
www.hqsconstruction.com

CURRENT PROJECTS UNDER CONTRACT



Owner: City of Plano
Project: Arterial Pavement Repair – Windhaven Pkwy & Parker Rd
Value: \$1,831,393.00
Contact: Chris Best 972-769-4128
Scope: Removal and reconstruction of existing arterial street paving and sidewalk



Owner: City of Plano
Project: Concrete Sidewalk Repairs – Cartegraph 2019
Value: \$808,150.00
Contact: Chris Best 972-769-4128
Scope: Removal and reconstruction of sidewalk throughout Plano



Owner: City of Richardson
Project: Annual Pavement Repair Contract for Collector Roads
Value: \$1,869,756.00
Contact: Walt Ellwood 972-744-4453
Scope: Replacement of collector roads, alley, barrier free ramps, and sidewalks.



Owner: City of Frisco
Project: Annual Contract for Pavement and Sidewalk Repair
Value: \$2,599,620.00
Contact: Brad Wooley 972-292-5833
Scope: Replacement of city streets, sidewalks, curb and gutter, and barrier free ramps.



Owner: City of Plano
Project: Arterial Pavement Repair – Jupiter Rd from 14th St to Chaparral
Value: \$3,999,200.00
Contact: Chris Best 972-769-4128
Scope: Removal and reconstruction of existing arterial street paving and sidewalk



Owner: City of Lewisville
Project: Main St, Mill St, and Charles St Paving, Drainage, Landscape, and Signalization Improvements
Value: \$8,533,278
Contact: Sagar Medisetty, P.E. 972-219-5027
Scope: On-street parking lanes, on-street bike lanes, sidewalks, landscaping, irrigation, lighting, traffic signals, drainage improvements



Owner: City of Richardson
Project: 2018 Alley Replacements – Willow Crest Dr and Syracuse Dr
Value: \$639,198.31
Contact: Paul Dungan 972-744-4447
Scope: Removal and replacement of two complete alley ways, including drainage improvements



Owner: Town of Prosper
Project: Miscellaneous Concrete Replacement Services
Value: \$100,000.00
Contact: Frank Jaromin, P.E. 972-347-9969
Scope: Removal and replacement of city streets and sidewalks



Owner: City of McKinney
Project: Accessibility Improvements within the Downtown Area
Value: \$2,057,959.50
Contact: Nick Ataie, P.E. 972-547-7637
Scope: ADA ramps, sidewalks, driveways, street paving, striping, landscaping



Owner: City of Plano
Project: Pecan Hollow Erosion Control 2017
Value: \$851,850
Contact: Jeff Johnston, RLA 972-941-7168
Scope: Installation of 6,800 FF of modular concrete block wall, 30 LF of 30" RCP, and removal and replacement of 300 SY of concrete trail



Owner: Town of Little Elm / TxDOT
Project: Harts Branch Trail
Value: \$2,884,014
Contact: Wesley Brandon, P.E. 214-975-0489
Scope: Construction of approximately 1.3 miles of 12 FT wide concrete trail, including demolition of existing sidewalks, vegetation removal, four concrete boardwalks, one pedestrian bridge, retaining walls, railing, pedestrian crossing assemblies, striping, landscaping, and irrigation.



HQS Construction, LLC
P.O. Box 250771
Plano, TX 75025

tel 972 208 2349
fax 972 208 2549
www.hqsconstruction.com

RELEVANT RECENT PROJECTS



Owner: Town of Fairview
Project: 2019 Sloan Creek Connector Trail
Value: \$652,400.29
Contact: James Chancellor, P.E. 972-886-4235
Scope: Construction of 4,858 SY of concrete trail, installation of 60 LF of 36" RCP, 20 LF of 7'x3' box culverts, and a 150 LF prefabricated bridge



Owner: City of Plano / TxDOT
Project: Cottonwood Creek Trail – Oak Point to Chaparral
Value: \$1,866,349.77
Contact: Jeff Johnston, RLA 972-941-7168
Scope: Construction of 16,538 SY of concrete trail, two prefabricated pedestrian bridges, drainage structures, retaining walls, signage, and landscaping.



Owner: Town of Prosper
Project: Prosper Road Improvement Project 2018 – Windsong Ranch Phase III – Miscellaneous Road Repairs
Value: \$618,385
Contact: Frank Jaromin, P.E. 972-347-9969
Scope: Demolition and reconstruction of 4,695 SY of roadway, special excavation and backfill with flex base, adjustment of utilities, traffic control, and landscaping.



Owner: City of Richardson / TxDOT / University of Texas at Dallas
Project: University Trail – Phase II
Value: \$601,117
Contact: Kurt Beilharz, RLA 972-744-4307
Scope: Construction of 1 mile 10 FT wide concrete hike and bike trail, pedestrian ramps, relocation of fire hydrants, relocation of pedestrian signal poles, traffic control, signage, and landscaping.



Owner: City of Princeton / TxDOT
Project: Safe Routes to School
Value: \$676,917
Contact: Brittany Shake 469-452-2499
Scope: Construction of 2.5 mile 10 FT wide concrete hike and bike trail, pedestrian ramps, reconstruction of commercial and residential driveways, traffic control, and landscaping.



Owner: City of Richardson
Project: 2017 Alley Repair Program
Value: \$678,194
Contact: Brad Bernhard, P.E. 972-744-4279
Scope: Alley pavement repairs at approximately 50 locations throughout the City of Richardson. Work includes replacing 7,250 SY of existing alley pavement, reconstruction of driveways, sidewalks, curb inlets, landscaping, and irrigation.



Owner: City of Frisco
Project: Chapel Creek Hike and Bike Trail
Value: \$399,257
Contact: Kyle LaFerber 972-292-6500
Scope: Construction of 0.5 mile 10 FT wide concrete hike and bike trail, pedestrian ramps, handrail, masonry retaining wall, and landscaping.



Owner: Town of Fairview
Project: Parkside at Fairview – Off-site Trail
Value: \$290,245
Contact: James Chancellor, P.E. 972-886-4235
Scope: Construction of 0.75 mile of 6 FT wide concrete trail, installation of 440 LF of 12" HDPE, pedestrian ramps, rock rip rap.



Owner: City of Frisco
Project: Lebanon Road Slope Stabilization
Value: \$236,950.00
Contact: Tin Nguyen 972-292-5436
Scope: Excavation, Re-grading, Installation of 200 SY of ArmorMax turf reinforcement w/ 9 FT steel anchors, drainage, and block sod.



Owner: City of Plano
Project: Split Trail Road Reconstruction (from K Avenue to Spring Creek Pkwy) Street Paving, Water, and Drainage Improvements
Value: \$2,916,011
Contact: John "Trey" McIver 972-941-7152
Scope: Project includes approximately 11,200 SY of concrete paving, 3,600 LF of 6"-8" water line, 1,400 LF of 18"-48" storm drain, 220 LF of 6'x5' box culvert, 500 FT of gabion wall, sidewalks, fencing, and landscaping.



Owner: City of Plano
Project: Fire Station No. 12 – Screening Wall Reconstruction and Alley Improvements
Value: \$200,252
Contact: Chad Green 972-941-7152
Scope: Project includes reconstruction of 387 LF of screening wall and miscellaneous concrete alley repairs.



Owner: City of Frisco
Project: Taychas Trail Phase II
Value: \$807,605
Contact: Kyle LaFerney 972-292-6500
Scope: Construction of 1.5 mile 12 FT wide concrete hike and bike trail, pedestrian ramps, handrail, bridge modifications, masonry retaining wall, and landscaping.



Owner: City of Plano
Project: Plano – Murphy – Richardson Trail Connection
Value: \$1,234,445
Contact: Renee Jordan 972-941-7267
Scope: Project includes construction of 2 mile 12 FT wide concrete hike and bike trail, pedestrian ramps, millsap stone retaining wall, concrete retaining wall, drainage improvements, and landscaping.



Owner: City of Rowlett
Project: Chiesa Road Improvements
Value: \$499,636
Contact: Mitchell Talley 972-463-3918
Scope: Miscellaneous concrete street improvements, sidewalks, barrier free ramps, TxDOT style drainage structures, rock rip rap, variable height retaining wall, and gabions.



HQS Construction, LLC
 P.O. Box 250771
 Plano, TX 75025

tel 972 208 2349
 fax 972 208 2549
 bids@hqsconstruction.com
 www.hqsconstruction.com

TRADE REFERENCES

Lance Knox, AICP
 Trail System Planner

City of Plano
 5901 Los Rios Blvd
 Plano, TX 75074
 972-941-7819



Kurt Beilharz, RLA
 Park Planner

City of Richardson
 411 W Arapaho Rd
 Richardson, TX 75083
 972-744-4307



James Chancellor, P.E.
 Town Engineer

Town of Fairview
 372 Town Place
 Fairview, TX 75069
 972-886-4235



Mike Boswell
 Director of Land Development

Toll Brothers, Inc - DFW
 2555 SW Grapevine Pkwy, Suite 100
 Grapevine, TX 76051
 817-329-7973



CREDIT REFERENCES

Phillip Benavides
 Sales Engineer

CMC Construction Services
 2323 Irving Blvd
 Dallas, TX 75207
 469-913-4475



Zach Bean
 Sales Representative

Vulcan Materials Company
 1760 Z St
 Dallas, TX 75229
 469-859-7848



Shellie Linton
 Sales Coordinator

Martin Marietta
 1503 LBJ Freeway, Suite 400
 Dallas, TX 75234
 972-647-3978



BANK REFERENCES

Shobhu Karia
 Sr. Financial Sales Advisor

BBVA Compass Bank
 2900 Legacy Drive
 Plano, TX 75023
 972-705-4396



COPY OF SIGNED FORM MUST BE INCLUDED WITH YOUR PROPOSAL

Certificate 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/proposal.

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2020-650949

Date Filed:
07/30/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
HQS Construction, LLC
Plano, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
1136
Concrete Street Repairs

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Qasim Rasul, and my date of birth is 10/2/82.

My address is 7612 Peach Blossom Dr, Plano, TX, 75025, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Collin County, State of Texas, on the 30th day of July, 2020.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

no conflicts

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

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

Name of Officer

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

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


Yes No

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

Yes No

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

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

7


Signature of vendor doing business with the governmental entity

7/30/20

Date

CITY OF CORINTH BID #1136
CONCRETE STREET REPAIRS

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 Bid becomes the property of the City of Corinth.
2. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a bid.
3. The undersigned agrees, if this bid 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 Bid will be 90 calendar days unless a different period is noted by the bidder.
4. The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of the City of Corinth, and that the contents of this bid have not been communicated to any other bidder or to any employee of the City of Corinth prior to the official opening of this bid.
5. The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council Member, official, or employee of the city of Corinth in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this bid. The bidder 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 bid or any ensuing contract that may follow.
6. The bidder hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
7. Respondent verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
8. Respondent affirms, pursuant to Texas Government Code Chapter 2252, Subchapter F, 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.
9. 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.
10. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this proposal package.
11. 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.
12. 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:

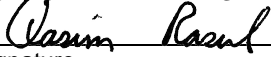
Add. No. 1 QR Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Company Name: HQS Construction, LLC

Principal Place of Business Address, City, State, Zip: P.O. Box 250771, Plano, TX 75025

Principal Place of Business Phone Number: 972-208-2349 Fax Number: 972-208-2549

AUTHORIZED REPRESENTATIVE:


Signature

7/30/20
Date

Qasim Rasul
Printed Name

Project Manager
Title

bids@HQSconstruction.com
Email Address

972-208-2349
Phone

CONTRACT AGREEMENT AND BONDS

STATE OF TEXAS §
 §
COUNTY OF _____§

THIS AGREEMENT, made and entered into this _____ day of _____ A.D. 20____, by and between CITY OF CORINTH of the County of DENTON and State of Texas, acting through Corinth City Manager thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and _____, a _____ of the City of _____, County of _____ and State of _____, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bonds bearing even date herewith, the said Party of the Second Part (CONTRACTOR) hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

Bid #1136 – Removal and repaving of approximately 2,853 square yards of concrete in Corinth. All repaving will require subgrade backfill, proper compaction and paved with 3,500PSI concrete. Two-way traffic must be maintained, and work zones must comply with TMUTCD standards. **Work must be completed within 30 consecutive calendar days from the date of notice to proceed.**

All extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement; and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with all the General Conditions of the Agreement, the Notice to Bidders (Advertisement for Bids), Instructions to Bidders, the Performance and Payment Bonds, and Maintenance Bond all attached hereto.

The CONTRACTOR hereby agrees to commence work on or after the date established for the start of work as set forth in a written notice to commence work and to substantially complete all work within the time stated in the Proposal, subject to such extensions of time as are provided by the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this Contract, such payments to be subject to the General Conditions of the Contract.

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become 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, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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 to all covenants, agreements, and obligations contained in the Contract Documents.

CITY OF CORINTH BID #1136
CONCRETE STREET REPAIRS

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

_____	CITY OF CORINTH, TEXAS
CONTRACTOR	
_____	_____
By: _____	By: BOB HART
Title: _____	Title: City Manager
Date: _____	Date: _____
Address: _____	Address: 3300 Corinth Parkway
_____	Corinth, Texas 76208

Phone: _____	Phone: (940) 498 - 3200
Fax: _____	Fax: (940) 498 - 7578

ATTEST:

Lana Wylie
Acting City Secretary

CITY OF CORINTH BID #1136
CONCRETE STREET REPAIRS

CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE

Comply with all requirements of the Texas Sales Tax Code. The Contractor hereby certifies that the Contract Amount is divided as follows:

Material incorporated into the Project (Resold to the Owner as defined in Tax Code)	\$ _____
All other charges and costs	\$ _____
Total *	\$ _____

* The total must equal the total amount of the Contract.

CONTRACTOR:

Company (please print)

By: _____
(signature of authorized person)

Address

Title: _____

City State Zip

Phone

Fax

Email

THIS FORM SHALL BE EXECUTED AT TIME OF EXECUTION OF CONTRACT AND MADE A PART OF THE CONTRACT.

BID BOND

STATE OF TEXAS)
)
COUNTY OF DENTON)

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

**BID #1136
CONCRETE STREET REPAIRS**

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

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

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

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

CITY OF CORINTH BID #1136
CONCRETE STREET REPAIRS

IN WITNESS WHEREOF, this instrument is executed in _____ copies, each one of which shall be deemed an original, this, the _____ day of _____, 2020.

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

ATTEST:

SURETY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

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

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

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

A310™ – 2010 Bid Bond

CONTRACTOR:

(Name, legal status and address)

HQS Construction, LLC
P.O. Box 250771
Plano, TX 75025

SURETY:

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

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

BOND AMOUNT: \$ (5% GAB) FIVE PERCENT OF GREATEST AMOUNT BID

PROJECT:

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

Corinth - Concrete Street Repairs. Bid #1136

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 30th day of July, 2020.

HQS Construction, LLC

(Principal)

(Seal)

(Witness)

(Title)

Berkley Insurance Company

(Surety)

(Seal)

(Witness)

(Title)

Elena Sells, Attorney-In-Fact

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Berkley Surety Group and its affiliates by telephone for information or to make a complaint:

BERKLEY SURETY GROUP

Please send all notices of claim on this bond to:

Berkley Surety Group
(866) 768-3534

412 Mount Kemble Avenue, Suite 310N
Morristown, NJ 07960
Attn: Surety Claims Department

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 your agent or Berkley Surety Group first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Steven Wayne Lewis; Kathleen Marie Sells; Lanny Wilson Land; Elena Sells; or Jennifer Clark of Box Bonding Agency, LLC of Grapevine, TX* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, 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 obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 4th day of MARCH, 2020.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 4th day of MARCH, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 30th day of JULY, 2020.

(Seal)

Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

PERFORMANCE BOND

STATE OF TEXAS)
)
COUNTY OF DENTON)

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

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

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

**BID #1136
CONCRETE STREET REPAIRS**

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

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

CITY OF CORINTH BID #1136
CONCRETE STREET REPAIRS

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

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

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

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

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

ATTEST:

PRINCIPAL:

By: _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

Company Name

By: _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

[Signatures continued on following page.]

CITY OF CORINTH BID #1136
CONCRETE STREET REPAIRS

ATTEST:

SURETY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

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

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

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

PAYMENT BOND

STATE OF TEXAS)
)
COUNTY OF DENTON)

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

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

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

**BID #1136
CONCRETE STREET REPAIRS**

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

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

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

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

CITY OF CORINTH BID #1136
CONCRETE STREET REPAIRS

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

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

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

CITY OF CORINTH BID #1136
CONCRETE STREET REPAIRS

ATTEST:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

SURETY:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

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

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

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

MAINTENANCE BOND

STATE OF TEXAS)
)
COUNTY OF DENTON)

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

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

**BID #1136
CONCRETE STREET REPAIRS**

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

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

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

CITY OF CORINTH BID #1136
CONCRETE STREET REPAIRS

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

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

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

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

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

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

CITY OF CORINTH BID #1136
CONCRETE STREET REPAIRS

ATTEST:

SURETY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

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

enCONTRACT AGREEMENT AND BONDS

STATE OF TEXAS §
 §

COUNTY OF Denton §

THIS AGREEMENT, made and entered into this _____ day of August A.D. 2020, by and between CITY OF CORINTH of the County of DENTON and State of Texas, acting through Corinth City Manager thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and HQS Construction, LLC, a Business of the City of Plano, County of Collin and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bonds bearing even date herewith, the said Party of the Second Part (CONTRACTOR) hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

Bid #1136 – Removal and repaving of approximately 2,274.1 square yards of concrete in Corinth. All repaving will require subgrade backfill, proper compaction and paved with 3,500PSI concrete. Two-way traffic must be maintained, and work zones must comply with TMUTCD standards. **Work must be completed within 30 consecutive calendar days from the date of notice to proceed.**

All extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement; and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with all the General Conditions of the Agreement, the Notice to Bidders (Advertisement for Bids), Instructions to Bidders, the Performance and Payment Bonds, and Maintenance Bond all attached hereto.

The CONTRACTOR hereby agrees to commence work on or after the date established for the start of work as set forth in a written notice to commence work and to substantially complete all work within the time stated in the Proposal, subject to such extensions of time as are provided by the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this Contract, such payments to be subject to the General Conditions of the Contract.

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become 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, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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 to all covenants, agreements, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace

such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

CONTRACTOR

CITY OF CORINTH, TEXAS

HQS Construction, LLC

By: Shahid Rasul

By: **BOB HART**

Title: President

Title: City Manager

Date: August 6, 2020

Date: _____

Address: PO Box 250771
Plano, TX 75025

Address: 3300 Corinth Parkway
Corinth, Texas 76208

Phone: 972-208-2349

Phone: (940) 498 - 3200

Fax: SRasul@HQSconstruction.com

Fax: (940) 498 - 7578

ATTEST:

Lana Wylie
Acting City Secretary

City Council Regular and Workshop Session

Meeting Date: 08/20/2020
Title: Community Park Water Fixture Replacements to Touchless
Submitted For: Cody Collier, Director **Submitted By:** Cody Collier, Director
Finance Review: N/A **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Infrastructure Development

AGENDA ITEM

Consider award of bid to CTX Plumbing to replace all water fixtures in the Community Park to touch less, utilizing funds from the Coronavirus Aid, Relief, and Economic Security Act.

AGENDA ITEM SUMMARY/BACKGROUND

Denton County received federal funding under the Coronavirus Aid, Relief, and Economic Security Act to address and respond to the impact and effects of the COVID-19 emergency. Denton County approved a Resolution establishing a COVID-19 municipality funding program allowing the County to grant money to the Municipalities within Denton County. The resolution authorized the allocation of funds at \$55 per capita. Funds may only be used on expenditures incurred due to the effects of COVID-19 and to potentially fund a local grant program.

In advance of receiving funding, Denton County requested that each municipality provide a budget for the use of the grant funds. The project to upgrade the Community Park restroom to touch less fixtures was submitted and approved by Denton County as an eligible project.

The project will replace all fixtures in all four restroom facilities located in the Community Park complex.

A request for bids was submitted in July, and we received three submittals:

- CTX Plumbing - \$58,918.92
- Resident Plumbing - \$\$70,000
- Infinity Contractors - \$80,754.00

RECOMMENDATION

Staff recommends award of the contract to CTX Plumbing to upgrade all fixtures to touch less to aid in combating the spread of COVID-19.

Attachments

- CTX Bid
- Bid Tabulation
- CTX Contract

Responses

Status	Bid/No Bid Decision	#	Item	Quantity Required	UOM	Unit Price	Calendar Days for Completion after Notice to Proceed	Total Cost
Success: All values provided	Bid	#0-1	Retrofit of (8) Restrooms at Corinth Community Park as per bid specifications and requirements	1	LS	\$ 58,918.92	30	\$ 58,918.92



APPENDIX B

SUBMITTAL FORMS

CITY OF CORINTH BID #1135
RESTROOM FIXTURE UPGRADE AT CORINTH COMMUNITY PARK

BID PROPOSAL FORM

Quantities 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.

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.

ITEM NO.	DESCRIPTION	TOTAL BID
1	Retrofit of (8) Restrooms at Corinth Community Park as per bid specifications and requirements:	\$ 58,918.92
Estimated completion time after date of Notice to Proceed <u>30</u> days		

CITY OF CORINTH BID #1135
RESTROOM FIXTURE UPGRADE AT CORINTH COMMUNITY PARK

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: N/A

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 BID #1135
RESTROOM FIXTURE UPGRADE AT CORINTH COMMUNITY PARK

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 prepare, execute, and administer its own contract for the goods or services with the vendor at the prices bid and accepted by the **City of Corinth**. Each Governmental Entity will order its own material/services as needed and is responsible for ensuring full compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor.

CITY OF CORINTH BID #1135
RESTROOM FIXTURE UPGRADE AT CORINTH COMMUNITY PARK

VENDOR REFERENCES

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

REFERENCE ONE

GOVERNMENT/COMPANY NAME: City of Gunter ISD
LOCATION: Gunter, TX
CONTACT PERSON AND TITLE: Ron Patton / Head of Maintenance
TELEPHONE NUMBER: 972.978.8088
SCOPE OF WORK: Repairs, renovation, facility upgrades
CONTRACT PERIOD: 3 years

REFERENCE TWO

GOVERNMENT/COMPANY NAME: City of Celina
LOCATION: Celina, Tx
CONTACT PERSON AND TITLE: Martin Engelbert / facilities head of maintenance
TELEPHONE NUMBER: 469.525.1978
SCOPE OF WORK: Repairs, Renovation, facility upgrades
CONTRACT PERIOD: 3 years

REFERENCE THREE

GOVERNMENT/COMPANY NAME: Green Supply
LOCATION: 7850 Parkwood Blvd Frisco, Tx 75034
CONTACT PERSON AND TITLE: Mike Dophied / VP
TELEPHONE NUMBER: 972.335.9769
SCOPE OF WORK: Material distribution
CONTRACT PERIOD: 5 years

CITY OF CORINTH BID #1135
RESTROOM FIXTURE UPGRADE AT CORINTH COMMUNITY PARK

COPY OF SIGNED FORM MUST BE INCLUDED WITH YOUR PROPOSAL

Certificate 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 BID #1135
RESTROOM FIXTURE UPGRADE AT CORINTH COMMUNITY PARK

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: 35%; 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="width: 35%; padding: 5px;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%; padding: 5px;">Controlling</th> <th style="width: 20%; padding: 5px;">Intermediary</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </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-right: 100px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																																									
ADD ADDITIONAL PAGES AS NECESSARY																																									

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

Page 89

CITY OF CORINTH BID #1135
RESTROOM FIXTURE UPGRADE AT CORINTH COMMUNITY PARK

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 Bid becomes the property of the City of Corinth.
2. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a bid.
3. The undersigned agrees, if this bid 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 Bid will be 90 calendar days unless a different period is noted by the bidder.
4. The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of the City of Corinth, and that the contents of this bid have not been communicated to any other bidder or to any employee of the City of Corinth prior to the official opening of this bid.
5. The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council Member, official, or employee of the city of Corinth in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this bid. The bidder 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 bid or any ensuing contract that may follow.
6. The bidder hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
7. Respondent verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
8. Respondent affirms, pursuant to Texas Government Code Chapter 2252, Subchapter F, that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
9. 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.
10. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this proposal package.
11. 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.
12. 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:

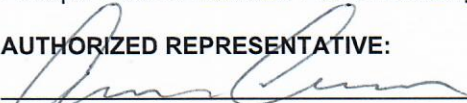
Add. No. 1 _____ Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Company Name: CTV Plumbing & Electrical LLC

Principal Place of Business Address, City, State, Zip: 4211 S Preston #102 Celina, TX 75009

Principal Place of Business Phone Number: 972.900.9959 Fax Number: _____

AUTHORIZED REPRESENTATIVE:



Signature
Austin Cardwell

7-20-2020

Date
Owner



APPENDIX B

SUBMITTAL FORMS FEDERAL REQUIREMENTS

CITY OF CORINTH BID #1135
RESTROOM FIXTURE UPGRADE AT CORINTH COMMUNITY PARK

**DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS
IN PAYMENT OF PROCUREMENT**

**BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this Bid or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Austin Cardwell
(Printed or typed Name of Signatory)


(Signature)

7.20.2020
(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

**SPECIAL PROVISIONS FOR PROCUREMENT
FEDERAL REQUIREMENTS**

The following are required Federal Clauses that shall be signed and returned with the Bid; and are part of the contract documents herein.

CONTENTS

1. No Government Obligation to Third Parties
2. Program Fraud and False or Fraudulent Statements and Related Acts
3. Access to Records and Reports
4. Equal Employment Opportunity
5. Government-wide Debarment and Suspension (Nonprocurement)
6. Contract Work Hours and Safety Standards Act
7. Lobbying
8. Clean Air
9. Clean Water
10. Procurement of Recycled Materials
11. Department of Homeland Security Logo, Seal, and Flags
12. Compliance with Federal Law, Regulations, and Executive Orders

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Austin Cardwell

(printed name of signatory)

[Signature] 7.20.2020

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE
BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. 3801 et seq.

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Austin Cardwell

(printed name of signatory)

Austin Cardwell

7.20.2020

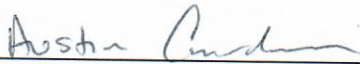
(signature and date)

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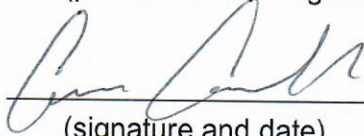
3. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."



(printed name of signatory)



7-20-2020

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE
BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

4. EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et seq.

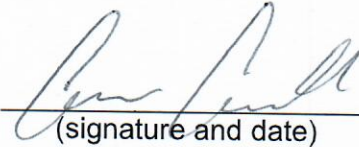
During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

CITY OF CORINTH BID #1135
RESTROOM FIXTURE UPGRADE AT CORINTH COMMUNITY PARK

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Austin Carlwell
(printed name of signatory)

 7.20.2020
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE
BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

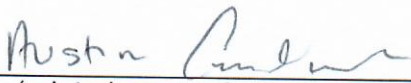
Austin Cardwell
(printed name of signatory)

[Signature] 7.20.2020
(signature and date)

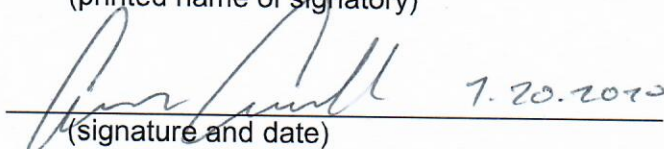
**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE
BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
29 CFR § 5.5(b)

- (1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.



(printed name of signatory)



(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE
BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

7. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

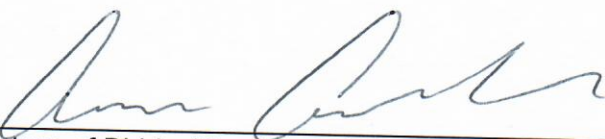
- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CITY OF CORINTH BID #1135
RESTROOM FIXTURE UPGRADE AT CORINTH COMMUNITY PARK

The Contractor, CTY Plumbing LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

Executed this 20 day of July, 2020

By 

Signature of Bidder/Contractor /Subcontractor's Authorized Official

Austin Cardwell

Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Owner / RMP

Title of Authorized Official

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE
BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

8. CLEAN AIR
42 U.S.C. § 7401 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Austin Cardwell

(printed name of signatory)

[Signature] 7.10.2020

(signature and date)

9. CLEAN WATER REQUIREMENTS
33 U.S.C. 1251 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Austin Cardwell

(printed name of signatory)

[Signature] 7.10.2020

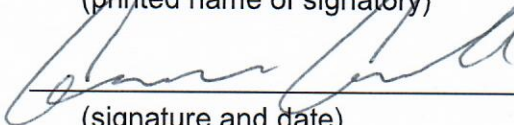
(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.

**10. PROCUREMENT OF
RECOVERED MATERIALS
42 U.S.C. 6962**

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

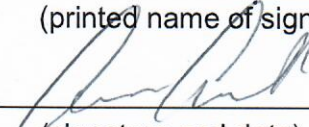
Austin Cardwell
(printed name of signatory)

 7.20.2020
(signature and date)

11. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Austin Cardwell
(printed name of signatory)

 7.20.2020
(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.

12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Austin Cardwell

(printed name of signatory)

[Signature] 7.20.2020

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.

SERVICE CONTRACT
SERVICES

This Contract, is made and entered into this 20 day of July, 2020 by and between CTV, a corporation/partnership organized under the laws of the State of Texas, (hereinafter called the "Contractor") and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the "City").

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

1. TERM

This Contract shall commence beginning on the last date of execution ("Effective Date"), and shall be in effect until completion of the services, unless sooner terminated as provided herein.

2. SCOPE OF SERVICES

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

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) The City's Invitation to Bid #1135, including all documents incorporated by reference – Attachment A
- c) Contractor's Proposal – Attachment B

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

3. PAYMENT

Invoices shall be mailed or emailed directly to:

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

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

4. CHANGES

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

5. TERMINATION OF CONTRACT

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

6. COMPLETENESS OF CONTRACT

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

7. INDEMNITY AND INSURANCE

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

CITY OF CORINTH BID #1135
RESTROOM FIXTURE UPGRADE AT CORINTH COMMUNITY PARK

- b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the City's Invitation to Bid #1129.
- 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:

Bob Hart	Contact Name
City Manager	Title
City of Corinth	Company Name
3300 Corinth Parkway	Address
Corinth, TX 76208	City, State, Zip

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

10. MISCELLANEOUS

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

CITY OF CORINTH BID #1135
RESTROOM FIXTURE UPGRADE AT CORINTH COMMUNITY PARK

- (i) The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either party shall not apply.

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

CITY OF CORINTH

CONTRACTOR NAME

Bob Hart, City Manager

Austin Cardwell

Owner

ATTEST:

ATTEST:

Lana Wylie, Acting City Secretary

By: _____
Title: _____

SAMPLE

BID #1135
RESTROOM FIXTURE UPGRADE AT CORINTH COMMUNITY PARK
7/28/2020

Item			CTX PLUMBING		RESIDENT PLUMBING LLC		INFINITY CONTRACTORS	
			Celina, TX		Dallas, TX		Fort Worth, TX	
			Total Cost	Calendar days for completion	Total Cost	Calendar days for completion	Total Cost	Calendar days for completion
1	LS	Retrofit of (8) Restrooms at Corinth Community Park per bid specifications and requirements	\$ 58,918.92	30	\$ 70,000.0	30	\$ 80,754.0	45
		Signed proposal	Yes		Yes		Yes	

City of Corinth Bid #1135

RESTROOM FIXTURE UPGRADE AT CORINTH COMMUNITY PARK

SERVICE CONTRACT

Restroom Fixture Upgrade at Corinth Community Park SERVICES

This Contract, is made and entered into this ____ day of August, 2020 by and between CTX Plumbing LLC, a Partnership organized under the laws of the State of Texas, (hereinafter called the “Contractor”) and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the “City”).

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

1. TERM

This contractor shall commence beginning on the last date of execution (“Effective Date”) and shall be in effect until completion of the services, unless sooner terminated as provided herein.

2. SCOPE OF SERVICES

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform Restroom Fixture Upgrade at Corinth Community Park Services in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated for reference.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) The City’s Request for Proposal/Invitation to Bid #1135, including all documents incorporated by reference – Attachment A
- c) Contractor’s Proposal – Attachment B

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

3. PAYMENT

Invoices shall be mailed or emailed directly to:

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

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

4. CHANGES

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

5. TERMINATION OF CONTRACT

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

6. COMPLETENESS OF CONTRACT

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

7. INDEMNITY AND INSURANCE

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

- b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the City's Invitation to Bid #1135.
- 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:

Bob Hart
City Manager
City of Corinth
3300 Corinth Parkway
Corinth, TX 76208

Austin Cardwell
Owner
CTX Plumbing
4211 S. Preston Rd Ste 102
Celina, TX 75009

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

10. MISCELLANEOUS

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

- (i) The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either party shall not apply.

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

CITY OF CORINTH

CTX PLUMBING

Bob Hart, City Manager




Austin Cardwell, Owner

ATTEST:

ATTEST:

Lana Wylie, Acting City Secretary



Beth Guest, CTX Office Manager

City Council Regular and Workshop Session

Meeting Date: 08/20/2020
Title: SPAN Contract
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
Finance Review: N/A **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government
Regional Cooperation

AGENDA ITEM

Consider authorizing the city manager to sign a contract for transportation services for the new fiscal year through SPAN.

AGENDA ITEM SUMMARY/BACKGROUND

The city has participated in a grant program offered through NCTCOG for transportation services providing transportation services for seniors. The grant covers trips for medical purposes and to/from the senior center in Lake Dallas. All four Lake Cities are parties to the program. The grant covers 100% of the costs in providing the service.

RECOMMENDATION

Staff recommends approval of the contract.

Attachments

SPAN Service Agreement

STATE OF TEXAS §

COUNTY OF DENTON §

INTERLOCAL AGREEMENT FOR SERVICES

THIS SERVICE AGREEMENT ("Agreement") is entered into by and between Corinth, Texas, acting by and through its duly authorized City Manager (hereinafter referred to as "CITY") and SPAN, Inc., (hereinafter referred to as "SPAN"), a Texas non-profit corporation operating in Denton County, Texas as an organization described in Section 501(c)(3) of the Internal Revenue Code, acting by and through its duly authorized Executive Director.

WHEREAS, SPAN enables people to live as fully and independently as possible by providing nutrition, transportation and social services to older persons, persons with disabilities, veterans, and the general public; and

WHEREAS, the success of or failure of the SPAN's purposes and objectives has a direct impact on the health and welfare of the citizens of the City; and

WHEREAS, the City is charged with the responsibility of promoting and preserving the health, safety, peace, good government, and welfare of its citizens; and

WHEREAS, SPAN transportation services were developed to provide safe and efficient transportation to seniors, persons with special needs, veterans and as otherwise defined by agreements into which SPAN may enter from time to time; and

WHEREAS, The CITY and SPAN desire to enter into this Agreement whereby SPAN will provide demand response transit service for CITY residents that are seniors (age 65 or older), and people with documented disabilities (hereafter referred to collectively as "Riders"); and

WHEREAS, Riders in CITY may be taken anywhere in SPAN's demand response transit service area in Denton County at a cost to the Riders of \$3.00 for seniors (age 65 and older) and people with documented disabilities for the purposes of medical treatments, doctor's and dentist's appointments, trips to get prescriptions filled; and the following trips are limited to four one-way trips per week: shopping for necessities, travel to and from the Lake Dallas Public Library, Employment, Education, Nutrition, Recreation, and Workshop trips; and

WHEREAS, Riders may call in at least one (1) day in advance, but no more than two (2) weeks in advance, to set up appointments for pick-up and drop off by calling SPAN'S Transportation Office at 940-382-1900 weekdays between the hours of 8:00 a.m. and 2:00 p.m.; and

WHEREAS, Demand response transit service is available between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday excluding major holidays and subject to capacity constraints.

NOW, THEREFORE, THE CITY AND SPAN DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Recitals

The foregoing recitals are found to be true and correct, are fully incorporated into the body of this Agreement and made a part hereof by reference just as though they are set out in their entirety.

2. Scope of Transportation Services

SPAN shall provide door-to-door demand response transit services to CITY citizens residing in Denton County who are Riders in accordance with this Agreement and SPAN's "Transportation Policy and Procedures" which is attached hereto as Exhibit "A" and incorporated herein by reference as though it were set out in its entirety ("Policy"). In the event of conflict between this Agreement and the Policy, this Agreement shall control. In performing services under this Agreement, the relationship between the CITY and SPAN is that of an independent contractor. No term or provision of this Agreement or act of SPAN in the performance of this Agreement shall be construed as making SPAN the agent, servant, or employee of the CITY.

3. SPAN Transportation Operations

- a. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a demand response transit service for the CITY's Riders. SPAN shall further establish, operate, and maintain an accounting system for this program that will allow for a tracking of services provided to Riders and a review of the financial status of the program. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Riders.
- b. The CITY shall have the right to review the activities and financial records kept incident to the services provided to the CITY's Riders by SPAN. In addition, SPAN shall provide monthly ridership information to the City Manager or his/her designee specifically identifying the number of Rider trips including rider origination, destination, and purpose.
- c. SPAN will be responsible for verifying and documenting the eligibility of Riders. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a passenger. In the event that safety is compromised, SPAN may decline transportation for this person and must document the reason why service was declined.
- d. Span will inform riders that their trips to the doctor or dentist's office, hospital, drug store or other location may qualify as a Medicaid eligible trip. SPAN will direct potential Medicaid eligible riders to call Texas Health and Human Services toll free at 1-877-633-8747 (TTY: 1-800-735-2989) or 1-877-MED-TRIP on Monday through Friday between 8:00 a.m. and 5:00 p.m. at least two days before their appointment or trip to schedule free transportation through Medicaid.

4. Payment

- a. SPAN shall provide up to one hundred and fifty (150) one-way trips per month to the Town riders of Shady Shores, Hickory Creek, Lake Dallas and Corinth using 5310 grant funds. The number of trips will be monitored by SPAN and if the actual number of trips in a given month exceeds 150 trips, SPAN will hold meetings with the city or cities that are using the most trips to suggest service adjustments to stay within the contracted amount.

5. Indemnification

SPAN assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend the CITY, and its officials, officers, agents, servants and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, the performance, attempted performance or nonperformance of the services described hereunder or in any way resulting from or arising out of the management, supervision, and operation of the program and activities of SPAN. In the event of joint and concurring responsibility of SPAN and the CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with Texas Law, without waiving any defense of either party under Texas Law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

6. Insurance

SPAN shall obtain public liability insurance of the types and in the amounts set forth below from an insurance carrier or underwriter licensed to do business in the State of Texas and acceptable to the CITY. SPAN shall furnish CITY with certificates of insurance or copies of the policies, evidencing the required insurance on or before the beginning date of this Agreement. SPAN agrees to submit new certificates or policies to CITY on before the expiration date of the previous certificates or policies. The insurance shall be the following types in amounts not less than indicated:

- a. Comprehensive General (Public) Liability Insurance or its equivalent including minimum coverage limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- b. Automobile Liability Insurance including minimum coverage limits of \$1,000,000 per combined single limit for bodily injury and property damage.
- c. On all insurance required, SPAN shall require insurance providers to:

Name the CITY, and its officials, officers and employees, as additional insureds and provide thirty (30) days written notice to CITY of any material change to or cancellation of the insurance.

7. Assignment and Delegation

Neither party shall assign or delegate the rights or obligations under this Agreement without the prior written consent of the other party.

8. Severability

In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in full force and effect as to the balance of its provisions and shall be construed as if such invalid provision were not a part hereof.

9. Mediation

In the event of any dispute regarding this Agreement or the terms contained herein, the parties hereto agree that they shall submit such dispute to non-binding mediation.

10. Term of Agreement

The term of this Agreement shall be from October 1, 2020 through September 30, 2021, subject to renewal by the parties. Either party may modify this Agreement by submitting, in writing, the proposed amendment to be considered and executed by both parties. This Agreement may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party of their intent to terminate the Agreement. In the event the CITY terminates without cause, SPAN shall be entitled to receive just and equitable compensation for any satisfactory work completed in accordance with this Agreement and prior to the termination.

11. Applicable Law Venue

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue for any claim or cause of action shall lie exclusively in Denton County, Texas or the Federal courts having jurisdiction over claims arising in Denton County, Texas.

12. Attorney's Fees and Costs

In the event it becomes necessary to take legal action to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover attorney's fees and costs of court from the non-prevailing party.

IN WITNESS WHEREOF the CITY of Corinth and Span, Inc. have executed this Agreement on this the _____ day of _____ 2020.

City of Corinth

SPAN, INC:

Bob Hart, City Manager

Michelle McMahan, Executive Director

ATTEST:

Lana Wylie, Interim City Secretary

City Council Regular and Workshop Session

Meeting Date: 08/20/2020
Title: Policy Revision
Submitted For: Guadalupe Ruiz, Director
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Organizational Development

AGENDA ITEM

Consider the adoption of ordinance 20-08-20-06 to amend provisions of the City of Corinth Personnel Policy Manual section 3 (Equal employment), Section 4 (personal appearance), Section 6 (residency requirement), Section 8 (code of ethics - truthfulness and clean language), Section 9 (on-call and call-back pay), Section 12 (abuse of sick leave definition), Section 15 (drivers license check), and Section 17 (police standard operating procedures).

AGENDA ITEM SUMMARY/BACKGROUND

The City of Corinth Personnel Manual in its current version was adopted by the City Council on July 21, 2016. At this time, staff is recommending revisions to specific sections.

The proposed revisions are a result of a review of the Manual intended to update our policies in accordance with changes in the law and current practice, and to also clarify and reword policies to ease interpretation. These changes have been reviewed by Legal and by the Executive staff.

The attachments include the revised sections of the Personnel Policy Manual. New proposed verbiage is indicated by dark blue underlined font. Verbiage proposed to be eliminated shows as struck in light blue. Verbiage already in the Manual that was moved, is indicated in green.

Once Council deliberates and adopts the revised Manual, the Human Resources staff will schedule meetings to communicate the approved revisions to all City employees. Each employee will receive the revised Manual and will sign a document acknowledging receipt and understanding and agreement to abide by the policies. This acknowledgement will be kept in each employee's personnel file.

RECOMMENDATION

Staff recommends adoption of the revised sections of the Personnel Policy Manual with an effective date of October 1, 2020.

Attachments

Manual Revisions

City of Corinth



Personnel Policy Manual

ORDINANCE NO. 01-03-15-07

APPROVED MARCH 15, 2001

LAST REVISION ~~JULY 21, 2016~~ AUGUST 20, 2020

Effective: ~~October 3, 2016~~ October 1, 2020

Section 3 Equal Employment Opportunity Policy & Reporting Procedures

This Section 3 applies to all employees, volunteers, or interns [collectively “employee(s)”] for the purposes of this section only.

A. Equal Employment Opportunity

1. The City is an equal employment opportunity employer (EEO) and does not discriminate against employees or job applicants on the basis of race, religion, color, sex ([as defined by applicable state and federal law](#)), age, national origin, disability, veteran status, or any other status or condition protected by applicable federal, state and local laws.
2. The City:
 - a. Recruits, hires, trains, and promotes persons in all job titles without regard to race, religion, color, sex, age, national origin, disability, veteran status, or any other status or condition protected by applicable federal, state and local laws.
 - b. Ensures that all Personnel actions such as compensation, benefits, transfers, layoffs, returns from layoff, training, education, and social and recreational programs are administered without regard to race, religion, color, sex, age, national origin, disability, veteran status, or any other status or condition protected by applicable federal, state and local laws.
3. All forms of employment discrimination with regard to employees or job applicants, including any form of racial slurs, religious intimidation, epithets, sexual advances or harassment, are prohibited. Any charges will be investigated; and, if warranted, appropriate disciplinary action will be taken.
4. Employees who have suggestions with regard to equal employment are encouraged to contact the Human Resources Director.

B. Unlawful Discrimination and Harassment

1. It is the City’s policy that all employees shall be able to enjoy a work environment free from all forms of unlawful discrimination and harassment. Unlawful discrimination or harassment is aggressive, suggestive, or offensive behavior based upon race, religion, color, sex, age, national origin, disability, veteran status, or any status in any group protected by federal, state or local law. The City does not tolerate improper interference with the ability of the City’s employees to perform their expected job duties.
2. Prohibited conduct includes, but is not limited to: epithets, slurs and negative stereotyping; threatening, intimidating or hostile conduct; denigrating jokes and comments; and writings or pictures that single out, denigrate or show hostility or aversion toward someone on the basis of a protected characteristic. Conduct, comments or innuendoes that may be perceived by others as offensive are wholly inappropriate and are strictly prohibited. This

policy also prohibits sending, showing, sharing or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., including, but not limited to via facsimile, e-mail and/or the Internet. All City employees are entitled to a workplace free of unlawful harassment by management, supervisors, co-workers, citizens and vendors. City employees are also prohibited from harassing citizens, vendors and all other third parties. Any form of discrimination or harassment may result in disciplinary action up to and including termination of employment.

C. Sexual Harassment

1. Sexual harassment may exist when an employee, in order to obtain a sexual favor, exercises or threatens to exercise the authority and/or power of his or her position to control, influence, direct or affect the job, duties, earnings or career of another employee. Sexual harassment may also occur when the use of sexually explicit language, pictures or conduct creates a hostile or offensive working environment. Any form of sexual harassment may result in disciplinary action up to and including termination of employment.
2. Unlawful harassment includes, but is not limited to:
 - a. Making unwanted sexual advances or request for sexual favors, or other verbal or physical acts of a sexual nature, such as uninvited touching or sexually related comments.
 - b. Making the acceptance or refusal of sexual advances a basis for employment decisions or a condition of employment.
 - c. Creating an intimidating, offensive, or hostile workplace by, for example:

Verbal Conduct:

Sexual innuendos, sexually suggestive comments, jokes of a sexual nature, unwanted sexual advances, suggestive or insulting sounds, graphic commentaries about a person's body.

Visual Conduct:

Leering, obscene gestures, sexually suggestive objects or pictures, cartoons or posters, suggestive or obscene notes, letters or e-mail.

Physical Conduct:

Assault, interference with work, or any unwanted physical contact of a sexual nature.

D. Reporting-Grievance Procedures

~~To ensure that such conduct does not occur in our workplace, the following three step reporting, investigation and corrective measure procedure applies:~~

Reporting. ~~Whenever employees have reason to~~ Employees may report a grievance when they reasonably believe that they or any other employees, another employee have been subjected to a discriminatory working environment, sexual harassment, or other harassing, illegal or discriminatory practice, the employee(s). Concerns regarding items such as schedules, grant or denial of vacation, and disciplinary appeals are not covered under this policy unless the employee believes such items are motivated by discriminatory animus.

Level I: An employee may submit in writing a complaint to either (a) their supervisor or Department Director, or (b) the Human Resources Director. Oral reports will also be accepted and investigated where time is/are required of the essence or other circumstances prevent the employee from providing a written complaint.

The complaint must be submitted within fourteen (14) calendar days ~~of the incident, to submit a complaint in writing on the Employee Harassment or Discrimination Complaint Form, to the supervisor in~~ from the date the chain of command and submit a copy to the Human Resources Director. ~~If employee first knew or, with reasonable diligence, should have known of the action giving rise to~~ the employee's concern is of such a nature that the immediate grievance or complaint.

~~The supervisor is the alleged harasser or reporting such conduct to the supervisor is otherwise not appropriate,~~ Department Director, Human Resources Director or designee will investigate and evaluate the complaint within fourteen (14) calendar days ~~of the incident the employee is required to submit the Employee Harassment or Discrimination Complaint Form, to the Human Resources Director or the City Manager and respond to the employee regarding their findings. The Human Resources Director may approve a reasonable extension of time to respond and notify the employee of the new anticipated deadline to respond. If a response is not given within the specified time limit, the employee may proceed to Level II.~~

~~Investigation. The Department Director, City Manager, Human Resources Director or designee will investigate all reports concerning a discriminatory working environment, sexual advances, or other discriminatory practices. Reasonable measures will be undertaken to preserve the confidentiality of information reported during the investigation. No employee shall be retaliated against for reporting or complaining in good faith of sexual harassment. If the individual has a preference for presenting the matter to a female (or male) employee, an employee of the appropriate gender will be designated to hear the specifics of the matter being reported.~~

Level II: If Corrective Measures. Following the investigation, corrective measures employee is not satisfied with the response by the supervisor, Department Director, Human Resources Director or designee, the employee may appeal to the City Manager. The City Manager or his/her designee will respond to the employee regarding their findings within a reasonable time.

The City Manager or his/her designee's decision is final.

At the conclusion of the grievance process, if appropriate, disciplinary action, including, but not limited to counseling, reprimand, suspension, demotion, or termination of individuals engaging found to have engaged in any ~~of the above-referenced misconduct~~ prohibited conduct will be taken. Appropriate documentation of the ~~matter~~ grievance and investigation will ~~also~~ be made available to both parties.

Section 4 Employment and Selection

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D. Conditions of Employment

8. Personal Appearance. All employees are expected to dress in a manner appropriate to the business environment in which they work, complying with safety standards as indicated by department or industry standards. Clothing should be clean and comfortable but not distracting. All office/public contact employees are expected to be appropriately dressed and well groomed to reflect a professional, business environment. Business casual attire during working hours is permitted. Business casual does not include ~~jeans,~~ t-shirts, sweatshirts, sweatpants, warm-up/wind suits, shorts, tank tops, flip-flop shoes, midriff baring tops, camisole tops, or any other clothing determined by the supervisor to be unacceptable. No visible body piercing except for ear lobes is permitted. Any questions about what is considered to be appropriate business attire in the workplace should be directed to the appropriate supervisor. The City reserves the right to relieve any employees of their duties without pay until their appearance meets City standards.

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Section 8 Code of Ethics

A. Purpose Policy

~~Employees of the City will endeavor to avoid conflicts of interest with the purposes and mission of the City and to conduct themselves according to the highest standards of public service. Nonetheless, it is expected that certain conflicts may arise in the normal course of business and personal life; and such conflicts should never deter principled and competent individuals from providing public service to the City.~~

B. Purpose

The purposes of this policy are as follows:

1. To provide guidance to employees regarding standards of ethical conduct and procedures for avoiding conflict of interest; and
2. To maintain a professional climate for efficiently conducting the business affairs of the City; and
3. To instill public confidence in the City by helping attract competent and principled individuals as employees.

B. Truthfulness

All employees are expected to demonstrate the highest levels of integrity, honesty, and truthfulness. Employees are expected to refrain from knowingly making false or misleading statements that are reasonably calculated to maliciously or falsely, directly or indirectly, injure the professional reputation, authority, or employment status of other employees.

Employees are prohibited from failing to disclose, misrepresenting material facts, or making any false or misleading statement on any job application, or other official document, report or form, or during the course of any City investigation.

C. Commitment

Every person that accepts appointment as an employee of the City does hereby commit to honor the ethical traditions and policies of the City as follows:

1. To conduct the duties of his/her position in a business-like manner for the best interest of the City;
2. To avoid partisan or political actions that are inconsistent with the City's responsibility to provide first class service equally to all members and customers;

3. To not accept or solicit any gift, favor, or service that may tend to influence the performance of official duties;
4. To not accept or solicit employment or personal business activity which one could reasonably expect to require or induce him/her to disclose confidential information of the City;
5. To not accept other employment or compensation which could reasonably be expected to impair his/her judgment in the performance of official duties;
6. To not engage in any business ventures which could reasonably be expected to create substantial conflicts between his/her private interest and the public interest; and
7. To not intentionally or knowingly solicit, accept or agree to accept any benefits for having exercised his/her official powers or duties in favor of another person.

D. Conflict of Interest

Employees of the City will endeavor to avoid conflicts of interest with the purposes and mission of the City and to conduct themselves according to the highest standards of public service. Nonetheless, it is expected that certain conflicts may arise in the normal course of business and personal life; and such conflicts should never deter principled and competent individuals from providing public service to the City.

When an employee becomes aware that the City is considering a transaction related to a business entity or real property in which the employee has a substantial interest, the employee will disclose such interest to his/her immediate supervisor and shall not participate in recommendations, approvals or decisions related to such transactions with the business entity or regarding real property.

E. Personal Financial Interests (Substantial Interest)

The term "substantial interest" is defined as a direct or indirect pecuniary benefit. Following are examples of situations that constitute conflicts of interest involving financial transactions of the City.

1. In proposed transactions with any business entity:
 - a. If the employee (or family member) owns 10 percent (10%) or more of the voting interest or shares of the business entity or owns more than twenty-five thousand dollars (\$25,000.00) of the equity, or market value of the entity, or
 - b. Funds received by the employee (or family member) from the business entity exceed 10 percent (10%) of the person's gross income during the previous year.

2. In real property, if the employee (or family member) owns more than five thousand dollars (\$5,000.00) interest in the fair market value of the real property.
3. The matter of substantial interest shall apply to the employees of the City and to their immediate family members. Immediate family member is defined as spouse, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, child, step child, son-in-law and daughter-in-law.

F. Business Gifts and Entertainment

1. Employees shall not solicit, offer, accept, or agree to accept in any fashion, benefits or gifts of value from a person or supplier of goods and services or other organizations doing business with the City.
2. The prohibition against gifts or favors as stated above in F.1. shall not apply to an occasional non-pecuniary gift, valued at less than \$25.00 or an award publicly presented in recognition of public service provided such gift or favor poses no conflict of interest and is within customary business relationships.

G. Responsibilities

All employees are prohibited from the use of unprofessional speech including profanity and vulgarity in the form of racial slurs, religious intimidation, sexually explicit “jokes” or comments, or for an otherwise legally prohibited derogatory purpose.

All employees are expected to present a professional demeanor and appearance in all interactions with co-workers, supervisors, public officials, and citizens. All employees are further expected to adhere to the highest standards of conduct in the business affairs of the City and in the fulfilment of their duties. If an employee has any doubt about the appropriateness of any action or business relationship, the employee should discuss the situation with his or her supervisor. An employee should report to his or her immediate supervisor any action or offer that appears to constitute a conflict of interest or a violation of this policy.

Section 9 Compensation

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C. Work Hours and Overtime

5. On-Call Pay.

- ~~a.~~ The City has a form of pay designed Only non-exempt public works department employees are eligible to compensate nonexempt be assigned on-call duty. All other employees are only subject to call back to work for emergency purposes or unforeseen circumstances.
- ~~a.b.~~ Nonexempt public works employees who are required to remain in an on-call status. Employees will receive one hour of regular pay for each day they are assigned to be on-call.
- ~~b.c.~~ On-call status is defined as the twenty-four (24) hour period beginning at the start of a business day (or a specified shift) and continuing through the following morning. The supervisor shall determine the period of on-call.
- ~~e.d.~~ Employees in on-call status must be able to be contacted and to respond within the time frame established by the supervisor.
- ~~d.e.~~ Employees are expected to be fit for duty at all times while on call.
- ~~e.f.~~ While on call and for four (4) hours prior to being on call, employees are prohibited from drinking alcoholic beverages. In addition, employees should not take any prescription drug that adversely affects his or her ability to safely and effectively perform his or her job duties.
- ~~f.g.~~ Employees in on-call status who fail to respond, or if unable to be contacted at any time during that status, shall forfeit their claim to on-call pay and be removed from the on-call list for that assigned interval. Failure to respond may subject the employee to disciplinary action.
- ~~g.h.~~ On-call pay is received in addition to any other compensation and is not used in calculation of the overtime rate.
- ~~h.i.~~ Employees who are assigned to on-call duty and are required to report to work for operational or emergency purposes during non-scheduled work hours, shall receive a minimum of two-hours pay for that day. These two hours of pay is in addition to the on-call pay described in Paragraph a. of this section.

†j. Actual hours worked, including the two-hour minimum, will count as hours worked when calculating overtime. Only one two-hour minimum will apply in a given work day, even if more than one call-out is experienced.

6. Call Back Pay.

a. Due to emergencies or other unforeseen conditions, all employees are subject to call back to work.

Employees who are able to return to work shall be compensated for all hours worked, beginning at the time they leave for work, with pay for non-exempt employees. Employees may be assigned “call-back” duty, but are considered off-duty unless they are called and are able to return to work. In the event an employee is assigned “call back” duty and is not able to return to work or does not reasonably respond to a call to return to work may be subject to discipline under these policies. Departments may also establish guidelines for what is considered a reasonable time to both respond to a call to return to work and to appear at the assigned work site.

b. Employees who are called back to work during non-scheduled work hours shall be compensated for a minimum of two (2) hours with pay in the case of non-exempt employees.

c. Travel time in response to the callback is considered work time and is included in the minimum two (2) hours provided by this policy.

Section 12 Leave Policies

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C. Sick Leave

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8. Abuse of sick leave, ~~including use of sick leave for anything other than an illness, injury, or doctor/dentist appointment as provided for in this policy, or inappropriate sick leave usage~~ may result in immediate disciplinary action, up to and including termination of employment, and may also render the employee ineligible for paid sick leave benefits. Abuse of sick leave occurs when an employee uses sick leave for unauthorized purposes, misrepresents the actual reason for the absence, or fails to timely provide proof of injury or illness to the Human Resources Director. ~~In addition, Abuse of sick leave includes use of sick leave for anything other than an illness, injury, or doctor/dentist appointment as provided for in this policy. Abuse of sick leave may render an employee ineligible for paid sick leave benefits.~~

8.9.i Inappropriate sick leave usage occurs when usage of sick leave, not protected by law, becomes so frequent that an employee cannot fulfill the employee's essential job functions.

9.10. An employee on sick leave, whether paid or unpaid, may not work a second job during the period of leave, even if he or she has written authorization from the Department Director to work a second job. The only exceptions to this policy must be obtained in writing from the Department Director who will submit it to the Human Resources Department.

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Section 15 Vehicle Use Policy

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C. Driver Licenses and Driving Records

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3. At the direction of the City Manager and in accordance with proper applicable law, a driver license check through the City's vendor will be performed through the Human Resources Department every ~~six months~~ year for all City of Corinth employees who hold positions that have a direct impact on the public's or fellow employees' health, safety and welfare through products or services provided by the City. After a thorough review, the driving records of employees whose three-year driving history indicates loss of license, DWI, DUI, multiple moving violations, or vehicle accidents will be forwarded to the applicable Department Director for their review and appropriate action. Employees so identified will be suspended from driving City vehicles during the review process.

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Section 17 Police Department

A. General Orders, Standard Operating Procedures & Code of Conduct

1. General Orders

It is understood that by the very nature of Law Enforcement and Public Safety, a more stringent level of supervision and guidance is required in order to honorably succeed in providing the elevated level of service and training involved in public safety operations. Therefore, the Police Department shall have in place as a guideline to Law Enforcement Policies and Procedures called the “General Orders” Manual. This Manual shall be used by police personnel as a guide to law enforcement related questions and situations which may from time to time arise.

The “General Orders” Manual shall be issued and maintained by the Chief of Police as standing orders to all police personnel. The Chief of Police shall be responsible to the City Manager for its content and guide. At no time should any procedure within the “General Orders” Manual be in conflict with the City of Corinth Personnel Policy Manual. However, if such a contradiction does occur, the provisions of the Personnel Policy Manual shall be the prevailing policy unless otherwise authorized by the City Manager, or with his/her permission, the Chief of Police.

~~2. Standard Operating Procedures~~

~~The Chief of Police or his/her designee shall have in place a Field Reference Guide to all police personnel. It shall be titled as the “Standard Operating Procedures”. Each bureau or division within the Police Department shall have in place such a manual. This manual shall be a supplement to the “General Orders” Manual which is an extension to the City of Corinth Personnel Policy Manual and shall outline the special needs for 24 hour per day police protection and appropriate scheduling of personnel to achieve these needs. The issuance and maintenance of this manual shall be the responsibility of the Chief of Police or his/her designee who shall in turn be responsible to the City Manager for its content, administration and update.~~

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BUSINESS ITEM 8.

City Council Regular and Workshop Session

Meeting Date: 08/20/2020
Title: Council Member Johnson - Resignation Acceptance
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive
Government
Organizational Development

AGENDA ITEM

Consider acceptance of the resignation of Council Member Lowell Johnson, Place 3.

AGENDA ITEM SUMMARY/BACKGROUND

Council Member Johnson, Place 3, originally stated he would not run for reelection in May 2020; however, due to COVID-19, he agreed to stay through August 20, 2020.

RECOMMENDATION

City council decision/action
