



*** PUBLIC NOTICE ***

**NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING
A WORKSHOP SESSION
OF THE CITY OF CORINTH
Thursday, May 3, 2018, 5:30 P.M.
CITY HALL - 3300 CORINTH PARKWAY**

CALL TO ORDER:

WORKSHOP BUSINESS AGENDA

1. 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.
2. Hold a discussion on Fire district funding strategy.

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".

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.

1. Consider and act on a request from the Police Department to approve an Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services for the 2018-2019 Fiscal Year with the Denton County Sheriffs Office.
2. Consider and act on an Interlocal Cooperation Agreement for Shared Governance communications and Dispatch Services System with Denton County for Fire Services.
3. Consider and act on a construction contract with La Banda, LLC for the reconstruction of the intersections of Shady Shores Rd. at Meadows Drive and Dalton Drive.

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.

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.

- a. MCM Contract for the Lake Sharon Roadway extension
- b. Cell Tower location

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, Water Tower site and roadway adjustment.
- b. Purchase Right-of-Way at 2101 Lake Sharon Blvd.

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.

- a. City Manager evaluation

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.

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 27th day of April, 2018 at 11:30 a.m. on the bulletin board at Corinth City Hall.

Kimberly Pence
Kimberly Pence, City Secretary
City of Corinth, Texas

WORKSHOP BUSINESS ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 05/03/2018
Title: Fire District funding strategy
Submitted For: Bob Hart, City Manager **Submitted By:** Kim Pence, City Secretary
Finance Review: N/A **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Hold a discussion on Fire district funding strategy.

AGENDA ITEM SUMMARY/BACKGROUND

The City has discussed the long-term financing the fire department. One approach is creating a fried district and using sales tax revenues. The current legislation is population bracketed. We anticipate Corinth and Denton County will be eligible following the 2020 census. However, it will be late 2021 or early 2022 before the city could call an election. Thus I would suggest the City seek to amend the legislation to change the population bracket so that the City is eligible in 2019. Attached is the proposed legislation. I am seeking your feedback and if you want to proceed in this direction, we will begin working with Senator Nelson and Representative Stucky on the legislation.

RECOMMENDATION

Attachments

HB Fire and EMS District

By: Stucky

H.B. No. _____

A BILL TO BE ENTITLED

AN ACT

relating to the authority of certain municipalities to propose a fire control, prevention, and emergency medical services district.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subsection (a)(1), Section 344.051, Local Government Code, is amended to read as follows:

(a-1) The governing body of a municipality may propose the creation of a fire control, prevention, and emergency medical services district under this chapter if the municipality:

(1) has a population of 5,000 or more and less than 25,000; and

(2) is located in a county with a population of 650,000 [~~750,000~~] or more:

(A) in which all or part of a municipality with a population of one million or more is located; and

(B) that is adjacent to a county with a population of two million or more.

SECTION 2. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If

S.B. No. 1004

this Act does not receive the vote necessary for immediate
effect, this Act takes effect September 1, 2019.

CONSENT ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 05/03/2018

Title: Interlocal Cooperation Agreement For Shared Governance Communications & Dispatch Services

Submitted For: Debra Walthall, Chief

Submitted By: Kevin Tyson, Lieutenant

Finance Review: Yes

Legal Review: Yes

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on a request from the Police Department to approve an Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services for the 2018-2019 Fiscal Year with the Denton County Sheriffs Office.

AGENDA ITEM SUMMARY/BACKGROUND

The Police Department has partnered with the Denton County Sheriffs Office for Dispatch Services since 1994-1995, originally there was no cost to use the system. Beginning in 2009-2010 with the addition to Computer Aided Dispatch and Computer Records Management System the Sheriffs Office began charging all agencies using the system based on usage. \$89,633 was appropriated for this contract.

RECOMMENDATION

Staff recommends Council approve the contract with the Denton County Sheriff's Office for Shared Governance Communications and Dispatch Services.

Attachments

18/19 ILA

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: Corinth Police Department
--

hereinafter referred to as "Agency".

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one year period beginning **October 1, 2018** and ending on **September 30, 2019**.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount more fully described on *Exhibit "A"*, the Agency Workload and Cost Statistics.
- 5.2. The Agency shall complete *Exhibit "B"*, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County.
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services,

or law enforcement transmission originating from AGENCY requesting law enforcement and fire protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
 - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
 - 6.3.2. receiving emergency and routine calls for law enforcement, fire, and medical services;
 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4. providing on-going communication support to the emergency personnel in the field; and
 - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See *Exhibit "C"*.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in *Exhibit "B"* to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. **AGENCY LIABILITY.** The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. **COUNTY LIABILITY.** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Agency Workload and Cost Statistics
Exhibit B	Agency Payment Worksheet
Exhibit C	TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT

15. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 110 West Hickory, Room #207 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Corinth Police Department
Contact Person	Chief Debra Walthall
Address	2003 Corinth Pkwy.
City, State, Zip	Corinth, TX 76210
Telephone	940-498-2017

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

AGENCY

Mary Horn, County Judge
Denton County Commissioners Court
110 West Hickory, Room #207
Denton, Texas 76201
(940)349-2820

Bill Heidemann, Mayor

City of Corinth

3300 Corinth Pkwy.

Corinth, TX 76208

940-321-3277

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EXECUTED duplicate originals on this

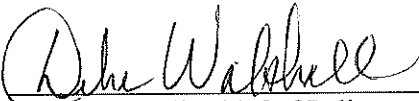
Date: _____

Date: _____

Approved as to content:

Approved as to content:

Denton County Sheriff's Office



Debra Walthall, Chief of Police

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Agency

**Exhibit A
Costs by Workload**

	A	B	C	E	F	G
1	Column1	Column2	Column3	Co		
2	FY 18-19 Dispatch Costs					
3	FY Budget	\$3,090,702.00				
4	1/2 Budget Amount	\$1,545,351.00				
5	Agency	% Workload *	Cost by Workload			
6	ARGYLE PD	0.808%	\$12,482			
7	ARGYLE ISD PD	0.019%	\$298			
8	AUBREY PD	0.900%	\$13,916			
9	AUBREY ISD PD	0.062%	\$961			
10	BARTONVILLE PD	0.328%	\$5,066			
11	CORINTH PD	5.800%	\$89,633			
12	DOUBLE OAK PD	0.329%	\$5,088			
13	HICKORY CREEK PD	1.896%	\$29,301			
14	JUSTIN PD	0.888%	\$13,723			
15	KRUM PD	1.337%	\$20,665			
16	LAKE DALLAS PD	2.056%	\$31,771			
17	LITTLE ELM PD	9.281%	\$143,428			
18	NCTC PD	0.003%	\$51			
19	NORTHEAST PD	1.375%	\$21,251			
20	NORTHLAKE PD	1.911%	\$29,525			
21	OAK POINT PD	1.630%	\$25,185			
22	PILOT POINT PD	0.892%	\$13,790			
23	PONDER PD	0.388%	\$6,000			
24	SANGER PD	2.345%	\$36,234			
25	TROPHY CLUB PD	2.546%	\$39,338			
26	ARGYLE FD	0.797%	\$12,317			
27	AUBREY FD	1.620%	\$25,034			
28	DOUBLE OAK VFD	0.000%	\$0			
29	JUSTIN FD VFD	0.000%	\$0			
30	KRUM FD	0.638%	\$9,860			
31	LAKE CITIES FD	1.739%	\$26,871			
32	LITTLE ELM FD	1.892%	\$29,243			
33	OAK POINT FD	0.382%	\$5,901			
34	PILOT POINT FD	0.554%	\$8,563			
35	PONDER VFD	0.000%	\$0			
36	SANGER FD	0.835%	\$12,905			
37	TROPHY CLUB FD	0.450%	\$6,961			
38	OTHER	3.00%	\$46,283 *			
39	SHERIFF'S OFC *	53.302%	\$2,369,056 *			
40	Totals	100.000%	\$3,090,701			
41						
42						
43	*SHERIFF'S OFFICE costs- Includes "OTHER" + Discounted Activity					
44	which is reduced from other entities total costs, as well as the					
45	remaining 1/2 of the total Communications Adopted Budget which					
46	other entities are not billed for at this time.					
47						
48	Volunteer Agencies					

Exhibit B

2018-19 Budget Year
Denton County Sheriff's Office
Communications Agreement
Agency Payment Worksheet

Agency:	Corinth Police Department
Payment Contact Person:	Lee Ann Bunselmeyer
Phone Number:	940-498-3280
Address:	3300 Corinth Pkwy
City, State, Zip	Corinth, TX 76208
AGENCY TOTAL AMOUNT DUE	\$ 89,633.00

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	Denton County
Mail payments to:	Communications Agreement Payments Denton County Auditor 401 W. Hickory, Suite 423 Denton, Texas 76201-9026

Payment Plan Options	1	One Annual Payment (100%)
	2	Two Payments (50%)
	3	Four Payments (25%)
	4	Twelve Monthly Payments
	5	Other Payment Option

Agency MUST
Select One
Payment Option

Exhibit C

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2018-19

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF'S OFFICE
Non Twenty-Four Hour Terminal Agency	Corinth Police Department

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE

AGENCY



By: Tracy Murphree

By: **Debra Walthall**

Title: Denton County Sheriff

Title: **Chief of Police**

Date: _____

Date: _____

CONSENT ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 05/03/2018

Title: Fire Dispatch 2018-19

Submitted For: Curtis Birt, Chief

Submitted By: Curtis Birt, Chief

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on an Interlocal Cooperation Agreement for Shared Governance communications and Dispatch Services System with Denton County for Fire Services.

AGENDA ITEM SUMMARY/BACKGROUND

This Interlocal is for FY 2018-19 and covers emergency telecommunications and dispatching services to the Lake Cities Fire Department by the Denton Co. Sheriff's Office. Cost is \$ 26,891.

RECOMMENDATION

Staff recommends City Council approve the Interlocal. This agreement follows the current agreement which has worked well.

Attachments

ILA

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount more fully described on *Exhibit "A"*, the Agency Workload and Cost Statistics.
- 5.2. The Agency shall complete *Exhibit "B"*, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County.
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- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
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Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
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6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services,

or law enforcement transmission originating from AGENCY requesting law enforcement and fire protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
 - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
 - 6.3.2. receiving emergency and routine calls for law enforcement, fire, and medical services;
 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4. providing on-going communication support to the emergency personnel in the field; and
 - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See *Exhibit "C"*.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in *Exhibit "B"* to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. **AGENCY LIABILITY.** The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. **COUNTY LIABILITY.** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Agency Workload and Cost Statistics
Exhibit B	Agency Payment Worksheet
Exhibit C	TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT

15. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 110 West Hickory, Room #207 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Lake Cities Fire Department / City of Corinth
Contact Person	Curtis Birt, Fire Chief
Address	3501 FM 2181 Suite B
City, State, Zip	Corinth, Tx 76210
Telephone	940-279-4590

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

AGENCY

Mary Horn, County Judge
Denton County Commissioners Court
110 West Hickory, Room #207
Denton, Texas 76201
(940)349-2820

Bob Hart

City Manager

3300 Corinth Pkwy.

Corinth, TX 76208

~~940-321-2141~~ 940-498-3200

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this


Date: _____

Date: _____

Approved as to content:

Approved as to content:

Denton County Sheriff's Office



Chief Curtis Birt

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Agency



**Exhibit A
Costs by Workload**

	A	B	C	E	F	G
1	Column1	Column2	Column3	Co		
2	FY 18-19 Dispatch Costs					
3	FY Budget	\$3,090,702.00				
4	1/2 Budget Amount	\$1,545,351.00				
5	Agency	% Workload *	Cost by Workload			
6	ARGYLE PD	0.808%	\$12,482			
7	ARGYLE ISD PD	0.019%	\$298			
8	AUBREY PD	0.900%	\$13,916			
9	AUBREY ISD PD	0.062%	\$961			
10	BARTONVILLE PD	0.328%	\$5,066			
11	CORINTH PD	5.800%	\$89,633			
12	DOUBLE OAK PD	0.329%	\$5,088			
13	HICKORY CREEK PD	1.896%	\$29,301			
14	JUSTIN PD	0.888%	\$13,723			
15	KRUM PD	1.337%	\$20,665			
16	LAKE DALLAS PD	2.056%	\$31,771			
17	LITTLE ELM PD	9.281%	\$143,428			
18	NCTC PD	0.003%	\$51			
19	NORTHEAST PD	1.375%	\$21,251			
20	NORTHLAKE PD	1.911%	\$29,525			
21	OAK POINT PD	1.630%	\$25,185			
22	PILOT POINT PD	0.892%	\$13,790			
23	PONDER PD	0.388%	\$6,000			
24	SANGER PD	2.345%	\$36,234			
25	TROPHY CLUB PD	2.546%	\$39,338			
26	ARGYLE FD	0.797%	\$12,317			
27	AUBREY FD	1.620%	\$25,034			
28	DOUBLE OAK VFD	0.000%	\$0			
29	JUSTIN FD VFD	0.000%	\$0			
30	KRUM FD	0.638%	\$9,860			
31	LAKE CITIES FD	1.739%	\$26,871			
32	LITTLE ELM FD	1.892%	\$29,243			
33	OAK POINT FD	0.382%	\$5,901			
34	PILOT POINT FD	0.554%	\$8,563			
35	PONDER VFD	0.000%	\$0			
36	SANGER FD	0.835%	\$12,905			
37	TROPHY CLUB FD	0.450%	\$6,961			
38	OTHER	3.00%	\$46,283	*		
39	SHERIFF'S OFC *	53.302%	\$2,369,056	*		
40	Totals	100.000%	\$3,090,701			
41						
42						
43	*SHERIFF'S OFFICE costs- Includes "OTHER" + Discounted Activity					
44	which is reduced from other entities total costs, as well as the					
45	remaining 1/2 of the total Communications Adopted Budget which					
46	other entities are not billed for at this time.					
47						
48	Volunteer Agencies					

Exhibit B

2018-19 Budget Year
Denton County Sheriff's Office
Communications Agreement
Agency Payment Worksheet

Agency:	Lake Cities Fire Department/ City of Corinth
Payment Contact Person:	Terri Fairfield
Phone Number:	940-321-2141 940-279-4590
Address:	3101 S. Garrison Rd. 3501 fm 2181
City, State, Zip	Corinth, TX 76210
AGENCY TOTAL AMOUNT DUE	\$ 26,871.00

suite B

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	Denton County
Mail payments to:	Communications Agreement Payments Denton County Auditor 401 W. Hickory, Suite 423 Denton, Texas 76201-9026

Payment Plan Options

1	<input checked="" type="checkbox"/>	One Annual Payment (100%)
2	<input type="checkbox"/>	Two Payments (50%)
3	<input type="checkbox"/>	Four Payments (25%)
4	<input type="checkbox"/>	Twelve Monthly Payments
5	<input type="checkbox"/>	Other Payment Option

Agency MUST
Select One
Payment Option

select one

Exhibit C

**TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2018-19**

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF'S OFFICE
Non Twenty-Four Hour Terminal Agency	Lake Cities Fire Department

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

N/A

N/A

By: Tracy Murphree

By: _____

Title: Denton County Sheriff

Title: _____

Date: _____

Date: _____

City Council Regular and Workshop Session

Meeting Date: 05/03/2018

Title: Shady Shores Rd. at Meadows and Dalton Inersections Reconstruction

Submitted For: Cody Collier, Director

Submitted By: Cody Collier, Director

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on a construction contract with La Banda, LLC for the reconstruction of the intersections of Shady Shores Rd. at Meadows Drive and Dalton Drive.

AGENDA ITEM SUMMARY/BACKGROUND

The intersections of Shady Shores Rd. at Meadows Drive and Dalton drive are the original construction materials which are over 30 years old. The intersections each span the drainage ditch which runs parallel with Shady Shores Rd. At each crossing, there are galvanized culverts which have severely corroded and lost all structural integrity. This issue was discovered during routine drainage and culvert inspections which are performed by our Drainage Department.

In order to preserve the pavement and the intersections, the culverts must be removed and replaced. Staff has measured the culverts to insure the system replacing them will be of the same size so as not to alter the flowage capacity. The galvanized culverts will be replaced with reinforced concrete pipe and will have safety treatment headwalls which will extend out at a 3 to 1 slope to provide a more safe transition from the pavement to the drainage ditch. The intersections will be repaved to like condition with concrete above the culverts for subgrade and an asphalt top pavement as it exists now.

Sealed bids were accepted on April 5, 2018 and eight bids were received. La Banda, LLC was the low bidder with a bid of \$90,825.00. Funds for this project were budgeted in the 2018 budget with \$75,000 in Drainage and \$75,000 in the Street Department for a total of \$150,000. La Banda has met all obligations for insurance requirements, background references and documentation. Currently, we are awaiting final bond authorization from the bonding company provided by La Banda to finalize the documents required to perform work in the City of Corinth.

RECOMMENDATION

Staff recommends award of bid and authorization to the City Manager to execute the contract between La Banda, LLC and the City of Corinth for \$90,825 to perform the intersection reconstructions. Contract execution will be contingent upon La Banda LLC submitting authorized bond documents to the City of Corinth.

Attachments

- Bid Tabulation
 - La Banda LLC Contract
 - Conflict of Intrest Form
 - Bid Invitation
-

SHADY SHORES ROAD CULVERT REMOVAL & PAVEMENT REPLACEMENT

4/5/2018

				VENDOR		VENDOR		VENDOR		VENDOR	
				La Banda LLC		Pave-It		ANA Site Construction		Cam Crete Contracting	
				Dallas, TX		Lewisville, TX		Pilot Point, TX		Cedar Hill, TX	
No.	Description	Qty.	UOM	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.
1	Mobilization (5% maximum)	1	LS	\$3,500.00	\$3,500.00	\$5,225.80	\$5,225.80	\$4,680.00	\$4,680.00	\$5,050.00	\$5,050.00
2	Demolition, removal, and haul-off of all removed concrete pavement and culverts to dump site NOT provided by Corinth	2,975	SF	\$4.00	\$11,900.00	\$4.97	\$14,785.75	\$5.50	\$16,362.50	\$3.50	\$10,412.50
3	Subgrade backfill and compaction, form, rebar installation, and pave to depth of 8" with 3,500 psi concrete	2,975	SF	\$15.00	\$44,625.00	\$8.18	\$24,335.50	\$11.90	\$35,402.50	\$16.00	\$47,600.00
4	36' RCP Culverts set to grade	6	EA	\$3,000.00	\$18,000.00	\$6,306.97	\$37,841.82	\$4,715.00	\$28,290.00	\$4,500.00	\$27,000.00
5	Headwalls (precast or onsite construction)	4	EA	\$3,200.00	\$12,800.00	\$5,582.25	\$22,329.00	\$5,320.00	\$21,280.00	\$4,000.00	\$16,000.00
TOTAL BASE BID					\$90,825.00		\$104,517.87		\$106,015.00		\$106,062.50
Signed proposal				Yes		Yes		Yes		Yes	
Bid Bond				Yes		Yes		Yes		Yes	
Addendum #1				Yes		Yes		Yes		Yes	
Addendum #2				Yes		Yes		Yes		Yes	
**In case of calculation error, unit pricing shall prevail.											
This sheet contains preliminary, unaudited proposal information. Proposals are in the evaluation process.											

BID #1114

SHADY SHORES ROAD CULVERT REMOVAL & PAVEMENT REPLAC

4/5/2018

				VENDOR		VENDOR		VENDOR		VENDOR	
				Reytech Services LLC		Jagoe Public Co.		ERS of MS Inc.		Atkins Bros. Equipment Co.	
				Grand Prairie, TX		Denton, TX		Jackson, MS		Midlothian, TX	
No.	Description	Qty.	UOM	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.
1	Mobilization (5% maximum)	1	LS	\$5,499.92	\$5,499.92	\$5,400.00	\$5,400.00	\$8,000.00	\$8,000.00	\$12,000.00	\$12,000.00
2	Demolition, removal, and haul-off of all removed concrete pavement and culverts to dump site NOT provided by Corinth	2,975	SF	\$5.39	\$16,035.25	\$4.60	\$13,685.00	\$8.00	\$23,800.00	\$8.00	\$23,800.00
3	Subgrade backfill and compaction, form, rebar installation, and pave to depth of 8" with 3,500 psi concrete	2,975	SF	\$9.27	\$27,578.25	\$10.80	\$32,130.00	\$18.00	\$53,550.00	\$17.00	\$50,575.00
4	36' RCP Culverts set to grade	6	EA	\$5,597.90	\$33,587.40	\$6,000.00	\$36,000.00	\$10,000.00	\$60,000.00	\$35,000.00	\$210,000.00
5	Headwalls (precast or onsite construction)	4	EA	\$7,694.53	\$30,778.12	\$6,700.00	\$26,800.00	\$8,000.00	\$32,000.00	\$8,000.00	\$32,000.00
TOTAL BASE BID					\$113,478.94		\$114,015.00		\$177,350.00		\$328,375.00
	Signed proposal			Yes		Yes		Yes		Yes	
	Bid Bond			Yes		Yes		Yes		Yes	
	Addendum #1			Yes		Yes		Yes		Yes	
	Addendum #2			Yes		Yes		Yes		Yes	
**In case of calculation error, unit pricing shall prevail.											
This sheet contains preliminary, unaudited proposal information. Proposal											

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.

CIQ FORM

CONTRACT AGREEMENT AND BONDS

STATE OF TEXAS §

§

COUNTY OF DENTON §

THIS AGREEMENT, made and entered into this _____ day of _____ A.D., 2018, 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 La Banda LLC, a _____ of the City of Dallas, County of _____ 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 #1114 - Removal and repaving of 2,975 square feet of surface paving including culvert removal. All repaving will require subgrade backfill and proper compaction, and paved with 8" of 3,500 psi concrete compliant with stated NTCOG standards. Headwalls will be poured onsite or of precast design. Detour routes must be established and maintained throughout the entirety of the project. Work zones must comply with TMUTCD standards. This project is to be complete within 30 consecutive calendar days from the date of the notice to proceed.

and 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 Supplementary Conditions, 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 and Supplementary 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 and Supplementary 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.

ATTEST:

Party of the First Part, OWNER
By _____
Signature

Name and Title
(please type or print)

Date

(SEAL)

ATTEST:

CONTRACTOR

Party of the Second Part,
By _____
Signature

Name and Title
(please type or print)

Date

(SEAL)

Payment Bond

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

CONTRACTOR (Name and Address):

SURETY (Name, Area Code and Telephone Number, and Mailing Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. In the event that Owner is a governmental entity as defined in Section 2252.001, Texas Government Code, or any supplement or amendment thereto, then all liabilities on this bond shall be determined in accordance with the provisions of such Texas Government Code, Sections 2253.001, et seq. to the same extent as if it were copied at length herein, along with any or all supplements and amendments thereto. In the event Owner is not a governmental entity as set forth above and defined in said statute, then the terms hereof shall be determined by the wording hereof without regard to said statutory enactment.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be

deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

15. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. DEFINITIONS

16.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms

"labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanics lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

16.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

Performance Bond

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

CONTRACTOR (Name and Address):

SURETY (Name, Area Code and Telephone Number, and Mailing Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, heir, heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4.

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. In the event that Owner is a governmental entity as defined in Section 2252.001, Texas Government Code, or any supplement or amendment thereto, then all liabilities on this bond shall be determined in accordance with the provisions of such Texas Government Code, Sections 2253.001, et seq. to the same extent as if it were copied at length herein, along with any or all supplements and amendments thereto. In the event Owner is not a governmental entity as set forth above and defined in said statute, then the terms hereof shall be determined by the wording hereof without regard to said statutory enactment.

12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

13. Definitions.

13.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

13.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

13.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

13.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

Maintenance Bond

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

That [CONTRACTOR] _____, as Principal, and _____, a corporation organized under the laws of _____ and _____ as Sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the _____, Owner, a governmental entity as that term is defined in V.C.T.A., Government Code, Section 2253.001, et seq., the sum of [AMOUNT STATED AS A 100% OF TOTAL CONTRACT PRICE] _____ Dollars (\$ _____) for the payment of which sum well and truly to be made unto said Owner, and its successors, said Principal and Sureties do hereby bind themselves, their assigns, and successors jointly and severally.

This obligation is conditioned, however, that, whereas said Principal has this day entered into a written contract with said Owner to build and construct the [description of project as it appears on cover of contract documents] _____, which contract and the plans and specifications therein mentioned and adopted by the Owner are hereby expressly made a part thereof as though the same were written and embodied therein.

WHEREAS, under the specifications and contract, it is provided that the Contractor shall maintain and keep in good repair the work constructed and/or equipment furnished by him as contemplated by the plans, specifications, drawings, etc., and to perform for a period of **2 Years** from the date of final payment by the Owner, all necessary repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the construction work. The Contractor shall reimburse the Owner for the costs of all engineering and special services required to be furnished by the Owner which are directly attributable to the restoration of the constructed work. Said maintenance contemplates the complete restoration of the constructed work to a functional use during the said period as set forth above. It is understood that the purpose of this section is to require the correction of all defective conditions resulting from materials furnished or work and labor performed by said Contractor under the conditions prescribed by the plans and specifications; and in case said Contractor shall fail or refuse to perform as provided within ten (10) days after proper written notifications have been furnished to him by the Owner, it is agreed that the Owner may do said work and supply such materials and said Contractor and

Sureties herein shall be subject to the liquidated damages mentioned in said Contract for each calendar day's failure on its part to comply with the terms of the said provision of said Contract and this Maintenance Bond.

NOW, THEREFORE, if said Contractor shall keep and perform its said agreement to maintain said work and keep the same in good repair for the said maintenance period as provided above, then these presents shall be null and void and have no further effect, but if default shall be made by said Contractor in the performance of its contract to do so maintain and repair damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the Principal and Sureties hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any clause during said time.

IN WITNESS WHEREOF, said Owner has caused these presents to be executed by [NAME OF CONTRACTOR'S AUTHORIZED AGENT] _____ and the said Surety has caused these presents to be executed by its [ATTORNEY-IN-FACT OR OFFICIAL] _____ and said [ATTORNEY-IN-FACT OR OFFICIAL] _____ has hereto set his hand this the _____ day of _____, 20_____.

Surety

Principal

By _____

By _____

Title _____

Title _____

Address _____

Address _____

[SEAL]

[SEAL]

ATTEST:

Contractor

By _____
Surety

NOTE: Date of Maintenance Bond must not be prior to date of Contract.
NOTE: An original Power of Attorney on behalf of the Surety must be attached to the Bond in all cases.

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:
 2018-334658

Date Filed:
 04/05/2018

Date Acknowledged:

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

La Banda, LLC
 Dallas, TX United States

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

City of Corinth

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

1114
 Culvert removal and paving replacement.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	La Banda LLC	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

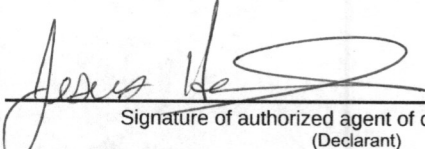
6 UNSWORN DECLARATION

My name is Jesus Hernandez, and my date of birth is 06/27/1989.

My address is 2301 Eastgate Dr, Carrollton, Tx, 75006, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 5th day of April, 20 18.
(month) (year)


 Signature of authorized agent of contracting business entity (Declarant)



**INVITATION TO BID FOR
SHADY SHORES ROAD CULVERT REMOVAL &
PAVEMENT REPLACEMENT**

**BID #1114
CITY OF CORINTH, TEXAS**

IMPORTANT DATES:

ITB Issue Date:	Thursday, March 15, 2018
ITB Publication Dates:	March 15, 2018 & March 22, 2018
Questions Deadline:	Tuesday, March 27, 2018 @ 10:00 AM CST
Bid Due Date and Time:	Thursday, April 5, 2018 @ 2:00 PM CST

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.

Please submit one (1) original bid, one (1) complete copy of bid, and one (1) complete copy in USB memory drive format (each with required signatures), 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) 498-3244

Sealed bids shall be clearly marked “**Bid #1114-Shady Shores Road Culvert Removal & Pavement Replacement - Do not open until 2:00 PM April 5, 2018**” 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 A 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 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 <http://cityofcorinth.com/Bids.aspx>. It is the responsibility of the bidder to monitor the City’s 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. No telephone, facsimile or electronic bids will be accepted. Bids will be accepted only if delivered in person, by the U.S. Postal Service, or by 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 #1114
SHADY SHORES ROAD CULVERT REMOVAL & PAVEMENT REPLACEMENT

DESCRIPTION

Culvert removal and pavement replacement as indicated in Exhibits 1 & 2 in this packet.

Detour routes must be established and maintained throughout the entirety of the project. Proper signage, lane closure, and lane tapers for the project will be required and must meet the standards of the TMUTCD. Pavement reconstruction shall be in accordance with the Public Works Construction Standards North Central Texas NTCOG October 2004 manual.

Shady Shores Rd. @ Dalton Dr.: 1,575 square feet of asphalt, concrete, and 2 metal culverts as indicated on "Exhibit 1". All concrete, Asphalt, and metal culverts are to be removed and replaced with 36" RCP. Culverts will be set to grade and replaced with same size as removed. The current asphalt is 2" in thickness and will need to be removed along with metal culverts and concrete. The 2" asphalt will need to be replaced. Headwalls on each side can be precast or poured on site. Installation of all materials will be in accordance with City of Corinth design criteria as follows:

1. Collector streets shall be designed and constructed with eight inch (8") thickness of three thousand (3,000) psi reinforced concrete pavement on a compacted sub-base.
2. All steel reinforcing shall be deformed No. 4 bars on twenty-four inch (24") centers both ways.
3. Stabilization of the sub-base with a six inch (6") thickness of six percent (6%) hydrated lime by weight or cement (if geo-tech study is provided showing recommended stabilization) will be required. Compaction of the lime stabilized subgrade shall be to 95% standard proctor density

Shady Shores Rd. @ Meadows: 1,400 square feet of asphalt, concrete, and 3 metal culverts indicated on "Exhibit 2". All concrete, Asphalt, and metal culverts are to be removed and replaced with 36" RCP. Culverts will be set to grade and replaced with same size as removed. The current asphalt is 2" in thickness and will need to be removed along with metal culverts and concrete. The 2" asphalt will need to be replaced. Headwalls on each side can be precast or poured on site. Installation of all materials will be in accordance with City of Corinth design criteria as follows:

1. Collector streets shall be designed and constructed with eight inch (8") thickness of three thousand (3,000) psi reinforced concrete pavement on a compacted sub-base.
2. All steel reinforcing shall be deformed No. 4 bars on twenty-four inch (24") centers both ways.
3. Stabilization of the sub-base with a six inch (6") thickness of six percent (6%) hydrated lime by weight or cement (if geo-tech study is provided showing recommended stabilization) will be required. Compaction of the lime stabilized subgrade shall be to 95% standard proctor density

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.

CITY OF CORINTH BID #1114
SHADY SHORES ROAD CULVERT REMOVAL & PAVEMENT REPLACEMENT

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 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 <http://www.cityofcorinth.com/Bids.aspx>. It is the responsibility of the bidder to monitor the City's website for addenda. Bidders shall acknowledge receipt of all addenda by submitting a signed copy with their bid submittal.

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.

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. 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 complete within 30 consecutive calendar days 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.

CITY OF CORINTH BID #1114
SHADY SHORES ROAD CULVERT REMOVAL & PAVEMENT REPLACEMENT

- E. Acknowledge receipt of all Addenda on the bid form by signing beside the Addenda number. The contractor must acknowledge receipt of Addenda on sealed bid envelope.
- 1.07 SUBMISSION OF BIDS
Submit bids at the time and place indicated in the Invitation for Bids. Submit bids in a sealed envelope, marked with the Project title and name and address of the Bidder. Include the bid security and other required documents in the envelope. The City does not accept oral, telephone, faxed or electronic bids. The City will reject late proposals.
- 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.
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

CITY OF CORINTH BID #1114
SHADY SHORES ROAD CULVERT REMOVAL & PAVEMENT REPLACEMENT

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.

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1. General Liability and Automobile Liability Coverage:
 - a. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.
 - d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.
 2. Workers Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
 3. All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.
- 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.

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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.

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TERMS AND CONDITIONS

The terms and conditions set forth in this Invitation to Bid shall be incorporated into and be a part of any bids 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.

- A. ADDENDA:** Any interpretations, corrections 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 <http://www.cityofcorinth.com/Bids.aspx>. It is the responsibility of the Bidder to check the website for addenda. Bidders shall acknowledge receipt of all addenda by submitting a signed copy with their bid.
- B. ADVERTISING:** The successful bidder 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.
- C. ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alterations or erasures made before opening time.
- D. ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City.
- E. AWARD:** The City reserves the right to award by line item, section, or by entire bid; whichever is most advantageous to the City, unless denied by the bidder.
- F. 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 on similar items of like quality may be considered if the bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the bidder is bidding exact item specified. Successful bidder will not be allowed to make unauthorized substitutions after award.
- G. 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.
- H. COMMUNICATION:** The successful bidder shall direct all contact with the City through the Contract Administrator identified in the Contract. The Bidder 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.
- I. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Seller affirms that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
- J. 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.
- K. 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.
- L. CONTRACT ENFORCEMENT:**
 - 1. The City reserves the right to enforce the performance of any contract that results from an award of this Invitation to Bid. 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 bidder, 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.
 - 2. Bidders 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.

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3. Any notice provided by this Invitation to Bid (or required by law) to be given to the successful Bidder 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 Bidder at the address provided in the bid proposal; this shall not prevent the giving of actual notice in any other manner.
4. The successful Bidder 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 and the UCC, the Bid will control.

M. DELIVERY:

1. Delivery date is important to the City and may be required to be a part of each bid. The City considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery to the City of Corinth. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.
2. 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 Bidder's expense.
3. The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder 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.
4. 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.

N. ETHICS: The Bidder 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.

O. EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this Bid will be considered for award. Bidders 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. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the invitation. 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.

P. FELONY CRIMINAL CONVICTIONS: The Bidder represents and warrants that neither the Bidder nor the Bidder'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 Bidder has fully advised the City as to the facts and circumstances surrounding the conviction.

Q. FORCE MAJEURE: *Force majeure* is defined as an act of God, war, strike, fire or explosion. Neither the successful Bidder 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*.

R. INDEMNITY AGREEMENT: THE SUCCESSFUL BIDDER 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 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 SUCCESSFUL BIDDER, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE NEGLIGENCE OF THE SUCCESSFUL BIDDER, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED

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INTENTION OF THE PARTIES HERETO, BOTH BIDDER AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY BIDDER 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 BIDDER 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 AGREEMENT.

- S. 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.
- T. LATE SUBMITTALS:** The City will reject late 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 Bidder is responsible for ensuring that packets are delivered to the Purchasing Office. Bidders may confirm receipt of packets by contacting Cindy Troyer, Purchasing Agent at 940-498-3244.
- U. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENT:** A prospective respondent must affirmatively demonstrate respondent's financial responsibility. A prospective respondent must meet the following requirements:
- a. Have adequate financial resources or the ability to obtain such resources.
 - b. Be able to comply with the instructions, specifications, terms and conditions.
 - c. Have a satisfactory record of performance.
 - d. Have a satisfactory record of integrity and ethics.
 - e. Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.
- V. NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the successful Bidder agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (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.
- W. 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.**
- X. PATENTS/COPYRIGHTS:** The successful Bidder agrees to protect the City from claims involving infringements of patents and/or copyrights.
- Y. 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.
- Z. PRICES HELD FIRM:**
1. 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.
 2. If during the life of the contract, the successful Bidder'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.
- AA. PURCHASE ORDER:** The City shall generate a purchase order(s) to the successful Bidder. The purchase order number must appear on all itemized invoices.

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BB. QUANTITIES: Quantities indicated on the Bid Proposal Forms 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 price. Individual purchase orders will be issued on an as-needed basis.

CC. REFERENCES: The City requests each Bidder to supply, with its bid, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Bidder. 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.

DD. RELEASE OF INFORMATION AND PUBLIC INSPECTION: After sealed bids have been opened, this bid is open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.

For processes other than low bid or best value bid, only the names of respondents will be read aloud at the bid opening.

EE. REQUIRED DOCUMENTATION: In response to this invitation to bid, all documentation required by this bid must be provided.

FF. 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.

GG. 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.

HH. 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.

II. 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.

JJ. 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.

KK. 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.

LL. 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 Bidder 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.

MM. TRAVEL AND DIRECT CHARGES: The City shall not compensate the Bidder for any travel costs incurred in delivery of services under the contract.

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NN. VENUE: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder'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.

OO. 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

SUBMITTAL FORMS

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

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BID PROPOSAL

_____ Corinth _____, Texas
_____, 2018

PROPOSAL OF: _____

TO: CITY OF CORINTH

PROPOSAL FOR: **BID #1114 Shady Shores Road Culvert Replacement**

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.

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.

This undersigned agrees to complete all work covered by these Contract Documents within 30 consecutive calendar days from the date 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.

Receipt is acknowledged of the following addenda:

	DATE	BY
Addendum No. 1	_____	_____
Addendum No. 2	_____	_____
Addendum No. 3	_____	_____
Addendum No. 4	_____	_____
Addendum No. 5	_____	_____
Addendum No. 6	_____	_____

Respectfully submitted,

By _____

Attested By:

(Print Name and Title)

Secretary

Address

(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.

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BID PROPOSAL FORM

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	1 LS	Mobilization (5% maximum) Complete in place, the sum of, _____ Dollars and _____ Cents	\$ _____	\$ _____
2	2,975 SF	Demolition, removal, and haul-off of all removed concrete Pavement and Culverts to dump site NOT provided by Corinth. Complete in place, the sum of, _____ Dollars and _____ Cents per SF	\$ _____	\$ _____
3	2,975 SF	Subgrade backfill and compaction, form, rebar installation, and pave to depth of 8" with 3,500 psi concrete. Complete in place, the sum of, _____ Dollars and _____ Cents per SF	\$ _____	\$ _____
4	5 EA	36' RCP culverts set to grade. Complete in place, the sum of, _____ Dollars and _____ Cents per SF	\$ _____	\$ _____
5	4 EA	Headwalls (precast or onsite construction) Complete in place, the sum of, _____ Dollars and _____ Cents per SF	\$ _____	\$ _____
		Total bid price in words: Complete in place, the sum of, _____ Dollars and _____ Cents	TOTAL BID	\$ _____

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VENDOR COMPLIANCE TO STATE LAW

The 1985 Session of the Texas Legislature passed House Bill 620 relative to the award of contracts to non-resident bidders. This law 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:

Company

By: _____
(please print)

Signature: _____

City State Zip

Title: _____
(please print)

Phone

Fax

Email

THIS FORM MUST BE RETURNED WITH YOUR BID

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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.

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VENDOR REFERENCES

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

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

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COPY OF NOTARIZED 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 and notarized copy of the form to the City with their bid.

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

CITY OF CORINTH BID #1114
SHADY SHORES ROAD CULVERT REMOVAL & PAVEMENT REPLACEMENT

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 #1114 - Removal and repaving of 2,975 square feet of surface paving including culvert removal. All repaving will require subgrade backfill and proper compaction, and paved with 8" of 3,500 psi concrete compliant with stated NTCOG standards. Headwalls will be poured onsite or of precast design. Detour routes must be established and maintained throughout the entirety of the project. Work zones must comply with TMUTCD standards. This project is to be complete within 30 consecutive calendar days from the date of the notice to proceed.

and 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 Supplementary Conditions, 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 and Supplementary 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 and Supplementary 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.

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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.

ATTEST:

Party of the First Part, OWNER

By _____
Signature

Name and Title
(please type or print)

Date

(SEAL)

ATTEST:

CONTRACTOR

Party of the Second Part,

By _____
Signature

Name and Title
(please type or print)

Date

(SEAL)

CITY OF CORINTH BID #1114
SHADY SHORES ROAD CULVERT REMOVAL & PAVEMENT REPLACEMENT

Payment Bond

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

CONTRACTOR (Name and Address):

SURETY (Name, Area Code and Telephone Number, and Mailing
Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

CITY OF CORINTH BID #1114
SHADY SHORES ROAD CULVERT REMOVAL & PAVEMENT REPLACEMENT

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
 1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
 5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.
9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. In the event that Owner is a governmental entity as defined in Section 2252.001, Texas Government Code, or any supplement or amendment thereto, then all liabilities on this bond shall be determined in accordance with the provisions of such Texas Government Code, Sections 2253.001, et seq. to the same extent as if it were copied at length herein, along with any or all supplements and amendments thereto. In the event Owner is not a governmental entity as set forth above and defined in said statute, then the terms hereof shall be determined by the wording hereof without regard to said statutory enactment.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be

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sufficient compliance as of the date received at the address shown on the signature page.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

15. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. DEFINITIONS

16.1.Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the

CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.2.Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

16.3.OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

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Performance Bond

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

CONTRACTOR (Name and Address):

SURETY (Name, Area Code and Telephone Number, and Mailing
Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:
(Attach Power of Attorney)

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

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1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, heir, heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4.

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within

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two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. In the event that Owner is a governmental entity as defined in Section 2252.001, Texas Government Code, or any supplement or amendment thereto, then all liabilities on this bond shall be determined in accordance with the provisions of such Texas Government Code, Sections 2253.001, et seq. to the same extent as if it were copied at length herein, along with any or all supplements and amendments thereto. In the event Owner is not a governmental entity as set forth above and defined in said statute, then the terms hereof shall be determined by the wording hereof without regard to said statutory enactment.

12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be

construed as a statutory bond and not as a common law bond.

13. Definitions.

13.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

13.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

13.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

13.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

Maintenance Bond

STATE OF TEXAS §
 §
COUNTY OF _____ §

KNOW ALL MEN BY THESE PRESENTS:

That [CONTRACTOR] _____, as Principal, and _____, a corporation organized under the laws of _____ and _____ as Sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the _____, Owner, a governmental entity as that term is defined in V.C.T.A., Government Code, Section 2253.001, et seq., the sum of [AMOUNT STATED AS A 100% OF TOTAL CONTRACT PRICE] _____ Dollars (\$ _____) for the payment of which sum well and truly to be made unto said Owner, and its successors, said Principal and Sureties do hereby bind themselves, their assigns, and successors jointly and severally.

This obligation is conditioned, however, that, whereas said Principal has this day entered into a written contract with said Owner to build and construct the [description of project as it appears on cover of contract documents] _____, which contract and the plans and specifications therein mentioned and adopted by the Owner are hereby expressly made a part thereof as though the same were written and embodied therein.

WHEREAS, under the specifications and contract, it is provided that the Contractor shall maintain and keep in good repair the work constructed and/or equipment furnished by him as contemplated by the plans, specifications, drawings, etc., and to perform for a period of **2 Years** from the date of final payment by the Owner, all necessary repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the construction work. The Contractor shall reimburse the Owner for the costs of all engineering and special services required to be furnished by the Owner which are directly attributable to the restoration of the constructed work. Said maintenance contemplates the complete restoration of the constructed work to a functional use during the said period as set forth above. It is understood that the purpose of this section is to require the correction of all defective conditions resulting from materials furnished or work and labor performed by said Contractor under the conditions prescribed by the plans and specifications; and in case said Contractor shall fail or refuse to perform as provided within ten (10) days after proper written notifications have been furnished to him by the Owner, it is agreed that the Owner may do said work and supply such materials and said Contractor and

Sureties herein shall be subject to the liquidated damages mentioned in said Contract for each calendar day's failure on its part to comply with the terms of the said provision of said Contract and this Maintenance Bond.

NOW, THEREFORE, if said Contractor shall keep and perform its said agreement to maintain said work and keep the same in good repair for the said maintenance period as provided above, then these presents shall be null and void and have no further effect, but if default shall be made by said Contractor in the performance of its contract to do so maintain and repair damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the Principal and Sureties hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any clause during said time.

IN WITNESS WHEREOF, said Owner has caused these presents to be executed by [NAME OF CONTRACTOR'S AUTHORIZED AGENT] _____ and the said Surety has caused these presents to be executed by its [ATTORNEY-IN-FACT OR OFFICIAL] _____ and said [ATTORNEY-IN-FACT OR OFFICIAL] _____ has hereto set his hand this the _____ day of _____, 20_____.

Surety

Principal

By _____

By _____

Title _____

Title _____

Address _____

Address _____

[SEAL]

[SEAL]

ATTEST:

Contractor

By _____
Surety

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

NOTE: An original Power of Attorney on behalf of the Surety must be attached to the Bond in all cases.