City of Kingsville, Texas

AGENDA
CITY COMMISSION
MONDAY, MARCH 28, 2022
REGULAR MEETING

CITY HALL
HELEN KLEBERG GROVES COMMUNITY ROOM
400 WEST KING AVENUE
5:00 P.M.

Conference Line call: 1 (415) 655-0001 and
when prompted type access code: 126 210 9951 #
OR
Live Videostream: http://www.cityofkingsville.com/webex

I. Preliminary Proceedings.

OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting – March 10, 2022

APPROVED BY:
Mark McLaughlin
City Manager

II. Public Hearing - (Required by Law).[1]

1. Public hearing regarding for condemnation proceeding for structures located at 326 E. Lee, Kingsville, Texas. (Building Official/Director of Planning & Development Services).

III. Reports from Commission & Staff.[2]

"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to, the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development , Code Enforcement, Condemnation Update, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports, Utilities Billing Update; Police & Fire Department – Grant Update, Police & Fire Reports; Streets Update; Public Works; Landfill Update, Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Emergency Management, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Health Department, Hotel Occupancy Report, Quiet Zone, SEP, Legislative Update, Proclamations, Employee Recognition, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Wastewater Treatment Plant, Water And Wastewater Rate Study

Presentation, Golf Course, Library Summer Programs, Grants Update. No formal action can be taken on these items at this time."

IV. Public Comment on Agenda Items.[3]

1. Comments on all agenda and non-agenda items.

V. Consent Agenda

Notice to the Public

The following items are of a routine or administrative nature. The Commission has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

CONSENT MOTIONS, RESOLUTIONS, ORDINANCES AND ORDINANCES FROM PREVIOUS MEETINGS:

(At this point the Commission will vote on all motions, resolutions and ordinances not removed for individual consideration)

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2021-2022 Budget to accept and expend the donations received from Kingsville Parks Youth Pony League team sponsors for the purchase of equipment, uniforms and other league expenses. (Parks Director).

2. Motion to approve final passage of an ordinance amending the Fiscal Year 2021-2022 Budget to accept and expend grant funding for the OPSG 2022 Grant #3194307. (Operation Stonegarden). (Police Chief).

3. Motion to approve final passage of an ordinance amending the Fiscal Year 2021-2022 Budget to accept and expend grant funding for the LEOSE Grant for training. (Police Chief).

4. Motion to approve a resolution of the City of Kingsville authorizing the release of Chapter 59 funds of the Kingsville Police Department for donation to the Boy Scouts of America Venado District for drug and alcohol prevention programs. (Police Chief).

5. Motion to approve a resolution of the City of Kingsville authorizing the release of Chapter 59 funds of the Kingsville Police Department for donation to the Boys & Girls Club of Kingsville for drug and alcohol prevention programs. (Police Chief).

6. Motion to approve a resolution authorizing the City of Kingsville to continue participation in the Texas Main Street Program, authorizing the Mayor to execute the Texas Main Street Program Locally Designated Program 2022 Contract, and designating Alicia Tijerina as the Main Street Program Manager for the City of Kingsville to coordinate program activities. (Downtown Manager).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.[4]

7. Discussion on process for setting speed limit on US77 By-Pass. (City Manager)

8. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 5, Traffic Schedules, setting the speed limit on certain areas of US Highway 77 By-Pass Service/Frontage Road during construction: providing for appropriate penalties, fines, and fees regarding the regulation thereof. (City Manager).

9. Consider condemnation of unsafe structures located at 326 E. Lee, Kingsville, Texas. (Building Official/Director of Planning & Development Services).

10. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 budget to expend funds for demolitions of unsafe structure by Code Enforcement. (Building Official).

11. Consider a resolution authorizing the Mayor to execute the Permission and Indemnity Agreement with the King Ranch, Inc. for the 17th Annual Ride on the Wild Side Charity Bike Event (to be held on April 30, 2022). (City Attorney).

12. Consider accepting monetary donations for Kingsville Parks Youth Pony League. (Parks Director).

13. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 budget to accept and expend donations received from Kingsville Parks Youth Pony League team sponsors for the purchase of supplies (for league). (Parks Director).

14. Consider approval of a new City logo. (Tourism Director).

15. Consider a resolution of the City of Kingsville, Texas authorizing the Mayor to execute a Professional (Engineering) Services Agreement with International Consulting Engineers for the Flood Infrastructure Fund Grant Program administered by the Texas Water Development Board (TWDB) for drainage system improvements. (location #8-Paulson Falls Subdivision; RFQ #22-10 awarded 2/14/22; to be paid for if get TWDB funding). (City Engineer).

16. Consider authorizing emergency repairs to North Wastewater Treatment Plant. (Public Works Director).

17. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 Budget to appropriate funding for emergency sewer line repairs to an 18" gravity line at the North Wastewater Treatment Plant. (ARP funds). (Public Works Director).

18. Consider awarding proposal and authorizing contract for repairs to Police Department building roof system to Duro-Last Roofing, Inc. via TIPS purchasing cooperative, as per staff recommendation. (Purchasing Manager).

19. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 budget to expend funds for the roof system replacement at the Police Department building. (ARP Funds). (Purchasing Manager).

VII. Adjournment.

1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative Commission votes. The speaker must identify himself by name and address.
4. Items being considered by the Commission for action except citizen's comments to the Mayor and Commission, no comment at this point without 5 affirmative votes of the Commission.

NOTICE

This City of Kingsville and Community Room are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/595-8002 or FAX 361/595-8024 or E-Mail mvalenzuela@cityofkingsville.com for further information. Braille Is Not Available. The City Commission reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551-071 (Consultation with Attorney), 551-072 (Deliberations about Real Property), 551-073 Deliberations about Gifts and Donations), 551-074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551-086 (Certain Public Power Utilities: Competitive Matters), and 551-087 (Economic Development).

I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board located at City Hall, 400 West King Ave, of the City of Kingsville, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time:

March 24, 2022 at 4:30 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.

Mary Valenzuela

Mary Valenzuela, TRMC, CMC, City Secretary
City of Kingsville, Texas

This public notice was removed from the official posting board at the Kingsville City Hall on the following date and time:_____

By: _____
City Secretary's Office
City of Kingsville, Texas

MINUTES OF PREVIOUS MEETING(S)

March 10, 2022

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON THURSDAY, MARCH 10, 2022, IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.

CITY COMMISSION PRESENT:
Sam R. Fugate, Mayor
Norma N. Alvarez, Commissioner
Edna Lopez, Commissioner

CITY COMMISSION ABSENT:
Hector Hinojosa, Commissioner
Ann Marie Torres, Commissioner

CITY STAFF PRESENT:
Mark McLaughlin, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Kyle Benson, IT Manager
Derek Williams, IT
Ricardo Torres, Police Chief
Diana Gonzales, Director of Human Resources
Bill Donnell, Public Works Director
Joseph Ramirez, Engineers Assistance
Janine Reyes, Tourism Director
Charlie Sosa, Purchasing Manager
Kobby Agyekum, Senior Planner/HPO
Manny Salazar, Economic Development Director
Susan Ivy, Parks & Recreation Manager
Deborah Balli, Finance Director
Mike Mora, Capital Improvements Manager

I. Preliminary Proceedings.

OPEN MEETING
Mayor Fugate opened the meeting at 5:00 p.m. with three Commission members present. Commissioner Hinojosa and Commissioner Torres were absent.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)
The invocation was delivered by Mrs. Courtney Alvarez, City Attorney, followed by the Pledge of Allegiance and the Texas Pledge.

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting – February 28, 2022

Motion made by Commissioner Lopez to approve the minutes of February 28, 2022, as presented, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alvarez, Lopez, Fugate voting "FOR".

II. Public Hearing - (Required by Law).[1]

None.

III. Reports from Commission & Staff.[2]

"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to, the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board,

Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Condemnation Update, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports, Utilities Billing Update; Police & Fire Department – Grant Update, Police & Fire Reports; Streets Update; Public Works; Landfill Update, Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Emergency Management, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Health Department, Hotel Occupancy Report, Quiet Zone, SEP, Legislative Update, Proclamations, Employee Recognition, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Wastewater Treatment Plant, Water, And Wastewater Rate Study Presentation, Golf Course, Library Summer Programs, Grants Update. No formal action can be taken on these items at this time."

Mr. Mark McLaughlin, City Manager reported that an update on the status of the three major grant loan opportunities that the city has for the $50 million was made by Mr. Charlie Cardenas, a representative from ICE. Mr. McLaughlin further reported that there are 25 projects involved. He further stated that they have delayed the timeline for the turning of the dirt which is now scheduled for some time in the month July for the first project which is due to the competition of trying to get all through the State and Federal Agencies, as everyone else who has received the same loans are trying to do the same thing. He also stated that the next business that would need to take place are the Town Hall Meetings, for informational purposes. Mr. McLaughlin also reported that currently there is a large construction project occurring at this time at the North Wastewater Treatment Plant where they are doing the pipe bursting and adding in the line that has failed. McLaughlin further reported on the sales tax for this month. He further reported that sales tax came out today for March for which collections were back in January. He stated that there was $26,000 better than his budget which leaves the city year-to-date for this fiscal year where it is ahead of his projections by $135,000 in sales tax. He further reported that inflation has increased by 3.6% for this fiscal year. Mr. McLaughlin also reported that the City has received a letter from the Union of the Police Department requesting collective bargaining negotiations. He further reported that the USS Kingsville Committee will meet on March 21st at 4:30 p.m. in the Helen Kleberg Groves Community Room for updates on the USS Kingsville.

Ms. Courtney Alvarez, City Attorney announced that the next scheduled City Commission meeting is scheduled for Monday, March 28, 2022. The deadline for city staff to submit agenda items for this meeting is Friday, March 18, 2022.

IV. Public Comment on Agenda Items.[3]

1. Comments on all agenda and non-agenda items.

No public comments were made.

V. Consent Agenda

Notice to the Public

The following items are of a routine or administrative nature. The Commission has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence

after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

CONSENT MOTIONS, RESOLUTIONS, ORDINANCES, AND ORDINANCES FROM PREVIOUS MEETINGS:

(At this point the Commission will vote on all motions, resolutions, and ordinances not removed for individual consideration)

Motion made by Commissioner Lopez to approve the consent agenda as presented, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Lopez, Alvarez, Fugate voting "FOR".

1. Motion to approve final passage of an ordinance amending the zoning ordinance by changing the zoning map in reference to 6th, Block 9, Lot 25, also known as 616 E. Yoakum, Kingsville, Texas from C2 (Retail District) to R2A (Tiny Home District). (Director of Planning & Development Services).

2. Motion to approve final passage of an ordinance amending the Fiscal Year 2021-2022 Budget to accept and scoreboard sponsorship donations from Texas Community Federal Credit Union and First Community Bank. (Parks Director).

3. Motion to approve final passage of an ordinance amending the Fiscal Year 2021-2022 Budget to accept and expend the donation from Christus Spohn Kleberg for airshow promotional items. (Tourism Director).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.[4]

4. Consider accepting donations from Parks Youth Pony League team sponsors. (Parks Director).

Mrs. Susan Ivy, Parks Director stated this is a request for approval for donations received from team sponsorships for the Youth Pony League.

Motion made by Commissioner Alvarez to accept donations from Parks Youth Pony League team sponsors, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Alvarez, Lopez, Fugate voting "FOR".

5. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 Budget to accept and expend the donations received from Kingsville Parks Youth Pony League team sponsors for the purchase of equipment, uniforms, and other league expenses. (Parks Director).

Introduction item.

6. Consider approving Change Order #2 to extend the contract time on the project between the City of Kingsville and ETech for CBDG-Main Street Contract #7219192. (City Engineer).

Mr. Mike Mora, Capital Improvements Manager stated that Change Order No. 2 is needed to extend the contract time on the project, of which 96 days will be added to the contract. The decorative pedestrian streetlights were ordered but delivery has been delayed. The original completion date was January 9, 2022, but there have been weather delays and the contractor was asked to stop working because of downtown events. The new contractor estimated completion date will be April 1st. The Change

Order will allow two weeks past the contractor's date to complete the project which will bring it to April 15th.

Motion made by Commissioner Alvarez to approve Change Order #2 to extend the contract time on the project between the City of Kingsville and ETech for CBDG-Main Street Contract #7219192, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Alvarez, Lopez, Fugate voting "FOR".

7. Consider approving Performance Statement modification #3 to update the number of streetlamps for the City's CBDG-Main Street #7219192. (City Engineer).

Mr. Mike Mora stated that this item is associated with the downtown improvement project on 7th Street between Kleberg and Yoakum. The modification request is for the correction of the performance statement that was issued previously. It was incorrect to have shown five streetlamps, and modification to Change Order No. 1 took it to six streetlamps. There is no increase in cost for this correction.

Commissioner Alvarez asked if this was for an additional six streetlamps or will it be for a total of six streetlamps.

Mr. Mora responded that there is only a total of six streetlamps.

Motion made by Commissioner Lopez to approve the Performance Statement modification #3 to update the number of streetlamps for the City's CBDG-Main Street #7219192, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Lopez, Alvarez, Fugate voting "FOR".

8. Consider a resolution authorizing the Police Chief to enter a Memorandum of Understanding between Commander, Navy Region Southeast and Commanding Officer, Naval Air Station Kingsville, and the Kingsville Police Department for mutual interests of law enforcement as implemented by Naval Air Station Kingsville. (Police Chief).

Mayor Fugate requested for Agenda Item #15 to be moved before hearing Agenda Item #8. No objections were made by the Commission.

Mr. Ricardo Torres, Chief of Police stated that this is done almost every year or when there is a change of command for an MOU between the Kingsville Police Department and NAS Kingsville for law enforcement services.

Motion made by Commissioner Lopez to approve the resolution authorizing the Police Chief to enter a Memorandum of Understanding between Commander, Navy Region Southeast and Commanding Officer, Naval Air Station Kingsville, and the Kingsville Police Department for mutual interests of law enforcement as implemented by Naval Air Station Kingsville, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alvarez, Lopez, Fugate voting "FOR".

9. Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding between the State of Texas and the City of Kingsville regarding Texas Statewide Interoperability Channel Plan (TSICP). (Police Chief).

Chief Torres stated that this has been done in the past with COG representing everybody, but now we must represent ourselves with the State.

Motion made by Commissioner Lopez to approve the resolution authorizing the City Manager to enter into a Memorandum of Understanding between the State of Texas and the City of Kingsville regarding Texas Statewide Interoperability Channel Plan (TSICP), seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Lopez, Alvarez, Fugate voting "FOR".

10. Consider a resolution accepting award of Operation Stonegarden funds for funding year 2022; authorizing the Chief of Police to act on the City's behalf with such program. (Police Chief).

Chief Torres stated that Operation Stonegarden is Grant #3194307 is for an amount of $159,900 with no cash match for the funds.

Motion made by Commissioner Lopez to approve the resolution accepting award of Operation Stonegarden funds for funding year 2022; authorizing the Chief of Police to act on the City's behalf with such program, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alvarez, Lopez, Fugate voting "FOR".

11. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 Budget to accept and expend grant funding for the OPSG 2022 Grant #3194307. (Operation Stonegarden). (Police Chief).

Introduction item.

12. Consider a resolution accepting award of Law Enforcement Officer Standards and Education funds from the Texas Comptroller of Public Accounts; authorizing the Chief of Police to act on the City's behalf with such program (for training). (Police Chief).

Chief Torres stated that this is a grant for $2,609.73 for the use of training for Kingsville Police Department personnel.

Motion made by Commissioner Alvarez to approve the resolution accepting award of Law Enforcement Officer Standards and Education funds from the Texas Comptroller of Public Accounts; authorizing the Chief of Police to act on the City's behalf with such program (for training), seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Alvarez, Fugate voting "FOR".

13. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 Budget to accept and expend grant funding for the LEOSE Grant for training. (Police Chief).

Introduction item.

14. Consider a resolution authorizing participation in Local Border Security Program FY2023 from the Office of the Governor, Public Safety Office Homeland Security Grants Division for law enforcement personnel costs, fuel, and equipment; authorizing the Chief of Police to act on the City's behalf with such program. (Police Chief).

Chief Torres stated that this is for the Local Border Security Program where staff will be requesting $78,000 with cash match.

Motion made by Commissioner Alvarez to approve the resolution authorizing participation in Local Border Security Program FY2023 from the Office of the Governor, Public Safety Office Homeland Security Grants Division for law enforcement personnel costs, fuel, and equipment; authorizing the Chief of

Police to act on the City's behalf with such program, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Alvarez, Lopez, Fugate voting "FOR".

15. Consider appointing one more local businessperson to Economic Development Grant Administrative Board for two-year terms. (City Manager).

Mr. Manny Salazar, Economic Development Director stated that he has spoken with Mr. Rodney Rodriguez, and he had a little bit of error when reading the document and he acknowledges that he would not be applying for any grants.

Motion made by Commissioner Alvarez to appoint Mr. Rodney Rodriguez to Economic Development Grant Administrative Board for two-year terms, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Alvarez, Fugate voting "FOR".

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:17 P.M.

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, TRMC, CMC, City Secretary

PUBLIC HEARING(S)

PUBLIC HEARING #1

CITY OF KINGSVILLE

P.O. BOX 1458
KINGSVILLE, TX 78364

REPORT ADDRESS		Initiated By	Building Official
326 E Lee Ave		Maryann Trejo	Nicholas Daniels
LEGAL DESCRIPTION	**BLOCK**	**LOT**	
ORIG TOWN	22	19	
OWNER NAME	**OWNER'S ADDRESS**	**CITY/STATE/ZIP**	
JUAN MANUEL CORTEZ EST ETUX MARIA GLORIA	326 E LEE	KINGSVILLE, TX 78363	

PROPERTY CONDITION REPORT

	Y OR N	ACCEPTABLE			REASON CODE	COMMENT CODES
PICTURES TAKEN:	Y	YES	NO	N/A		
Building						
Condition			X		AB,B,C,D,H,L,MI	1,2,5
Yard						
Condition			X		OV,H	
Utilities						
Electric			X		B,D	
Gas			X			
Water			X			
Roof						
Covering			X			
Walls						
Exterior			X			
Interior				X		
Ceilings			X		AB,B,C,D,H,L,MI	
Windows/Doors						
Secured			X		AB,B,C,D,H,MI	
Condition			X			
Foundation						
Exterior			X		AB,B,C,D,H,L,MI	
Interior				X		
Plumbing			X			
Electrical			X			

REASON CODES:

AB-Abandoned	C-Collapsed	I-Incomplete	MO-Mold	NR-Needs Repair
AS-Asbestos	D-Deteriorated	L-Leaning	OU-Outdated	
B-Broken	H-Hazardous	MI-Missing	OV-Overgrown	

COMMENT CODES:

1. AN ATTRACTIVE NUISANCE TO CHILDREN
2. A HARBOR FOR VAGRANTS, CRIMINAL AND IMMORAL PEOPLE
3. EVIDENCE OF ROACH, RAT, MOUSE, OR OTHER VERMIN FOUND
4. PARTIAL

BUILDING OFFICIAL COMMENTS: Reinspection shows that the overall condition remains in a severe and hazardous state of disrepair. It is unsecured and allows for easy access of animals, vagrants and criminal activity.

SIGNATURE: _____ DATE: 2/17/22

CITY OF KINGSVILLE BUILDING OFFICIAL

CITY OF KINGSVILLE

P.O. BOX 1458
KINGSVILLE, TX 78364

REPORT ADDRESS		Initiated By	Building Official
326 E Lee		Maryann Trejo	Nicholas Daniels
LEGAL DESCRIPTION	**BLOCK**	**LOT**	
Orig Town	22	19	
OWNER NAME	**OWNER'S ADDRESS**	**CITY/STATE/ZIP**	
Juan Manuel Cortez Est ETUX Maria Gloria	326 E Lee	Kingsville, TX 78363	

PROPERTY CONDITION REPORT

	Y OR N	ACCEPTABLE			REASON CODE	COMMENT CODES
PICTURES TAKEN:	Y	YES	NO	N/A		
Building			X		AB,B,C,D,H,L,MI	1,2,5
Condition						
Yard			X		OV,H	
Condition						
Utilities						
Electric			X			
Gas			X			
Water			X			
Roof						
Covering			X			
Walls						
Exterior			X		AB,B,C,D,H,L,MI	
Interior				X		
Ceilings			X		AB,B,C,D,H,L,MI	
Windows/Doors						
Secured			X			
Condition			X			
Foundation						
Exterior			X		AB,B,C,D,H,L,MI	
Interior				X		
Plumbing			X			
Electrical			X			

REASON CODES:

AB-Abandoned	C-Collapsed	I-Incomplete	MO-Mold	NR-Needs Repair
AS-Asbestos	D-Deteriorated	L-Leaning	OU-Outdated	
B-Broken	H-Hazardous	MI-Missing	OV-Overgrown	

COMMENT CODES:

1. AN ATTRACTIVE NUISANCE TO CHILDREN
2. A HARBOR FOR VAGRANTS, CRIMINAL AND IMMORAL PEOPLE
3. EVIDENCE OF ROACH, RAT, MOUSE, OR OTHER VERMIN FOUND
4. PARTIAL

BUILDING OFFICIAL COMMENTS:

Found the overall condition to be in severe and hazardous state of disrepair. It is unsecured and very dangerous allowing easy access for animals, vagrants and criminal activity.

HAS BEEN WITHOUT WATER SINCE AND ELECTRICAL SINCE

SIGNATURE: _____ DATE: 3-22-2021

CITY OF KINGSVILLE BUILDING OFFICIAL

CITY OF KINGSVILLE

P.O. BOX 1458
KINGSVILLE, TX 78364

REPORT ADDRESS		Initiated By	Building Official
326 E Lee		Maryann Trejo	Nicholas Daniels
LEGAL DESCRIPTION	**BLOCK**	**LOT**	
Orig Town	22	19	
OWNER NAME	**OWNER'S ADDRESS**	**CITY/STATE/ZIP**	
Juan Manuel Cortez Est ETUX Maria Gloria	326 E Lee	Kingsville, TX 78363	

PROPERTY CONDITION REPORT

	Y OR N	ACCEPTABLE			REASON CODE	COMMENT CODES
PICTURES TAKEN:	Y	YES	NO	N/A		
Building			X		AB,B,C,D,H,L,MI	1,2,5
Condition						
Yard			X		OV,H	
Condition						
Utilities						
Electric			X			
Gas			X			
Water			X			
Roof						
Covering			X			
Walls						
Exterior			X		AB,B,C,D,H,L,MI	
Interior				X		
Ceilings			X		AB,B,C,D,H,L,MI	
Windows/Doors						
Secured			X			
Condition			X			
Foundation						
Exterior			X		AB,B,C,D,H,L,MI	
Interior				X		
Plumbing			X			
Electrical			X			

REASON CODES:

AB-Abandoned	C-Collapsed	I-Incomplete	MO-Mold	NR-Needs Repair
AS-Asbestos	D-Deteriorated	L-Leaning	OU-Outdated	
B-Broken	H-Hazardous	MI-Missing	OV-Overgrown	

COMMENT CODES:

1. AN ATTRACTIVE NUISANCE TO CHILDREN
2. A HARBOR FOR VAGRANTS, CRIMINAL AND IMMORAL PEOPLE
3. EVIDENCE OF ROACH, RAT, MOUSE, OR OTHER VERMIN FOUND
4. PARTIAL

BUILDING OFFICIAL COMMENTS:

Found the overall condition to be in severe and hazardous state of disrepair. It is unsecured and very dangerous allowing easy access for animals, vagrants and criminal activity.

HAS BEEN WITHOUT WATER SINCE AND ELECTRICAL SINCE

SIGNATURE: _____ DATE: 9-3-2021

CITY OF KINGSVILLE BUILDING OFFICIAL

CONDEMNATION CHECKLIST

Property Address: 324 E Lee Phone: _____

Property Owner: Juan Manuel Cortez Phone: _____

Owner's Address: Maria Gloria Cortez Fax: _____
324 E Lee Kingsville TX 78363

PLANNED DATE	ACTUAL DATE	ACTION
☐ 3-22-2021	3-22-2021	1. Identify structure unfit for human habitation.
☐ 3-17-2021	3-17-2021	2. Inspect Property. (Building Official)
		☐ a. Prepare inspection report and date.
		☐ b. Photograph property with date stamp.
☐ 3-22-2021	3-22-2021	3. Determine ownership from county assessment & tax collection record.
☐ 3-22-2021	3-22-2021	4. Obtain legal description.
☐ 3-22-2021	3-22-2021	5. Obtain or complete title report to verify ownership & other vested interests, such as mortgage holders, trustees, etc.
☐ 3-24-2021	3-24-2021	6. Send Notice of Violation & copy of inspection report to property owner(s) of record. Request written response from owner within 10 days from Notice of Violation indicating action the owner intends to take within the next 30 days to correct substandard conditions.
☐ 9-3-2021	9-3-2021	7. 2nd Notice Sent. (10 day response) (Optional)
☐ _____	_____	8. If response is not received or is not adequate, proceed as follows:
☐ 2-15-2022	2-15-2022	9. Send 20-day pre notification letter owner(s) & others with vested interest in property advising the date the property will be presented to City Council for consideration of condemnation.
		☐ a. Owner unknown or whereabouts not known or such owner is a nonresident of Texas.
☐ 2-21-2022	2-21-2022	1) Post affidavit in newspaper twice a week for one week
☐ 2-15-2022	2-15-2022	10. Post sign on property advising date the City

☐ 2-16-2022	2-16-2022	Council will consider condemnation of structure.
☐ 2-15-2022	2-15-2022	11. Within the Historical District. Meeting date to be heard by the Historical Development Board.
☐ 2-18-2022	2-18-2022	12. Photograph posted sign with date stamp.
		13. Prepare information packet for each City Council member, plus one each for City Manager, City Attorney & City Secretary consisting of
		☐ a. Location Map
		☐ b. Photographs of the structure with date stamp
		☐ c. Inspection report
		☐ d. Pre-condemnation notice
		☐ e. Condemnation resolution
☐ 2-18-2022	2-18-2022	14. Place condemnation action resolution & supporting documentation for placement on the City Council agenda.
☐ _____	_____	15. City Council adopts condemnation resolution.
☐ _____	_____	16. File Notice of Condemnation with the County Clerk.
☐ _____	_____	17. Send owner(s) & other vested interests the following:
		☐ a. Copy of the City Council resolution.
		☐ b. 45-day order to demolish
☐ _____	_____	18. Post 45-day Order to Demolish on structure.
		☐ a. Take photo with date stamp
☐ _____	_____	19. Evaluate status of owner's action on 46th day after Order of Demolition was issued. If no action taken by owner, proceed with demolition.
☐ _____	_____	20. Photograph posted notice with date stamp.
☐ _____	_____	21. Notify utility companies to disconnect & remove services from structure for safe demolition.
☐ _____	_____	22. Issue Notice to Proceed to Public Works Director and Demolition Crew.
☐ _____	_____	23. Prepare demolition cost statement consisting of:
		☐ a. Mailing fees
		☐ b. Publication fees

☐ c. Demolition costs

☐ d. Landfill tipping fees

☐ e. Filing fees

☐ f. Administrative fees

☐ g. Any documentation miscellaneous costs

☐ _____ _____ 24. Send a letter & cost statement to the Collections Department so they can send out bill. Make copy of documents and send to the City Attorney requesting a lien to be place on the property.

KLEBERG COUNTY APPRAISAL DISTRICT

PROPERTY **17928** R

Legal Description
ORIG TOWN, BLOCK 22, LOT 19

OWNER ID
51411

OWNERSHIP
100.00%

PROPERTY APPRAISAL INFORMATION 2020

CORTEZ JUAN MANUEL EST
ETUX MARIA GLORIA
326 E LEE AVE
KINGSVILLE, TX 78363-4565

Entities	
CAD	100%
CKI	100%
GKL	100%
SKI	100%
WST	100%

Values		
IMPROVEMENTS		0
LAND MARKET	+	2,000
MARKET VALUE	=	2,000
PRODUCTIVITY LOSS	-	0
APPRAISED VALUE	=	2,000
HS CAP LOSS	-	0
ASSESSED VALUE	=	2,000

Ref ID2: R17928
100102219000192 Map ID C1

ACRES:
EFF. ACRES:

SITUS 326 E LEE AVE TX

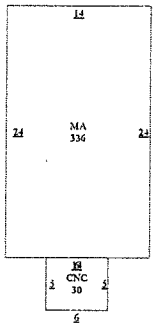
APPR VAL METHOD: Cost

GENERAL

UTILITIES	LAST APPR.	CT
TOPOGRAPHY	LAST APPR. YR	2019
ROAD ACCESS	LAST INSP. DATE	01/23/2019
ZONING	NEXT INSP. DATE	
BUILDER		
NEXT REASON		

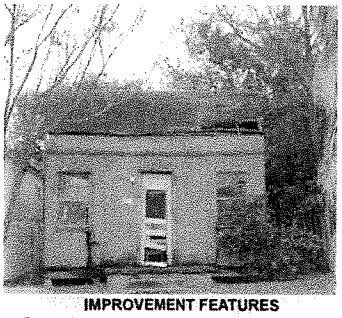
REMARKS FOR 2019 UPDATE ACCT PER SCHEDULE OR SITE INSP BY CT 1/23/19 5/3/19 JO -- FOR '16 CHG EFF YR DEPR % - CHG OP1 TO CNC - REMOVE MAD1 - APPLY 5% PHY FOR VERY

SKETCH for Improvement #1 (RESIDENTIAL)



EXEMPTIONS

PICTURE



BUILDING PERMITS

ISSUE DT	PERMIT TYPE	PERMIT AREA	ST	PERMIT VAL

SALE DT	PRICE	GRANTOR	DEED INFO
10/27/2006		CORTEZ JUAN MANU	DEATH / /
09/01/1991	5,000	VISEL PAUL	OT / 57 / 337
		UNKNOWN	OT / /

SUBD: S001 100.00% NBHD:

IMPROVEMENT INFORMATION

#	TYPE	DESCRIPTION	MTHD	CLASS/SUBCL	AREA	UNIT PRICE	UNITS	BUILT	EFF YR	COND.	VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE
	MA	MAIN AREA	R	FF1/	336.0	56.19	1	1935	1961	*		21%	0.01%	100%	100%	100%	0.00	0
	CNC	CONCRETE SLA	R	*/	30.0	4.32	1	1935	1961	*		20%	0.01%	100%	100%	100%	0.00	0
1.	RESIDENTIAL			STCD: A1	366.0			Homesite: N			0	(Flat Values)						0

IMPROVEMENT FEATURES

Foundation	1	FD6	0
Exterior Wall	1	EW2	0
Interior Finish	1	IN1	0
Roof Style	1	RT2,RM1	0
Flooring	1	FL2	0
Heating/Cooling	1	HA2	0
Plumbing	1	1	0
			0

SUBD: S001 100.00% NBHD:

LAND INFORMATION IRR Wells: 0 Capacity: 0 IRR Acres: 0 Oil Wells: 0

L#	DESCRIPTION	CLS	TABLE	SC	HS	METH	DIMENSIONS	UNIT PRICE	GROSS VALUE	ADJ	MASS ADJ	VAL SRC	MKT VAL	AG APPLY	AG CLASS	AG TABLE	AG UNIT PRC	AG VALUE
1.	A1		FF80D140	A1	N	FF	25X140	80.00	2,000	1.00	1.00	A	2,000	NO			0.00	0
Comment: F: 25.0 R: 25.0 FF													2,000					0

Effective Date of Appraisal: January 1 Date Printed: 03/23/2021 03:41:39PM by VICKI

Prop ID	Owner	%	Legal Description	Values
21712	63340	100.00 R	**Geo: 100102208000192**	Effective Acres: 0.000000 Imp HS: 0 Market: 65,550
YDROGO JUANITA LUCIO			ORIG TOWN, BLOCK 22, LOT 8, 9	Imp NHS: 61,550 Prod Loss: 0
315 E ALICE AVE				Land HS: 0 Appraised: 65,550
KINGSVILLE, TX 78363			Acres:	0.0000 Land NHS: 4,000 Cap: 0
			State Codes: A Map ID:	C1 Prod Use: 0 Assessed: 65,550
			Situs: 315 E ALICE Mtg Cd:	Prod Mkt: 0 Exemptions:
			DBA:	

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable
CKI	CITY OF KINGSVILLE			65,550	0	65,550

Prop ID	Owner	%	Legal Description	Values
22478	63902	100.00 R	**Geo: 100102210000192**	Effective Acres: 0.000000 Imp HS: 36,000 Market: 39,000
RAMIREZ MARY OLGA			ORIG TOWN, BLOCK 22, LOT 10, W/2 11	Imp NHS: 0 Prod Loss: 0
319 E ALICE				Land HS: 3,000 Appraised: 39,000
KINGSVILLE, TX 78363			Acres:	0.0000 Land NHS: 0 Cap: 0
			State Codes: A Map ID:	C1 Prod Use: 0 Assessed: 39,000
			Situs: 319 E ALICE Mtg Cd:	Prod Mkt: 0 Exemptions: HS, OV65
			DBA:	

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable
CKI	CITY OF KINGSVILLE			39,000	8,400	30,600

Prop ID	Owner	%	Legal Description	Values
23231	62030	100.00 R	**Geo: 100102212000192**	Effective Acres: 0.000000 Imp HS: 0 Market: 15,360
CANALES JAVIER ELOY			ORIG TOWN, BLOCK 22, LOT E/2 11, 12, ACRES .0	Imp NHS: 12,360 Prod Loss: 0
621 E HENRIETTA AVE				Land HS: 0 Appraised: 15,360
KINGSVILLE, TX 78363			Acres:	0.0000 Land NHS: 3,000 Cap: 0
			State Codes: A Map ID:	C1 Prod Use: 0 Assessed: 15,360
			Situs: 323 E ALICE Mtg Cd:	Prod Mkt: 0 Exemptions:
			DBA:	

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable
CKI	CITY OF KINGSVILLE			15,360	0	15,360

Prop ID	Owner	%	Legal Description	Values
15664	53649	100.00 R	**Geo: 100102213000192**	Effective Acres: 0.000000 Imp HS: 65,940 Market: 69,940
SILGUERO MARIO A JR			ORIG TOWN, BLOCK 22, LOT 13, 14	Imp NHS: 0 Prod Loss: 0
327 E ALICE AVE				Land HS: 4,000 Appraised: 69,940
KINGSVILLE, TX 78363-4556			Acres:	0.0000 Land NHS: 0 Cap: 0
			State Codes: A Map ID:	C1 Prod Use: 0 Assessed: 69,940
			Situs: 327 E ALICE Mtg Cd:	Prod Mkt: 0 Exemptions: HS
			DBA:	

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable
CKI	CITY OF KINGSVILLE			69,940	0	69,940

Prop ID	Owner	%	Legal Description	Values
16413	46988	100.00 R	**Geo: 100102215000192**	Effective Acres: 0.000000 Imp HS: 41,850 Market: 45,850
GARCIA TITO			ORIG TOWN, BLOCK 22, LOT 15, 16	Imp NHS: 0 Prod Loss: 0
ETUX JUDITH				Land HS: 4,000 Appraised: 45,850
329 E ALICE AVE			Acres:	0.0000 Land NHS: 0 Cap: 0
KINGSVILLE, TX 78363-4556			State Codes: A Map ID:	C1 Prod Use: 0 Assessed: 45,850
			Situs: 329 E ALICE AVE TX Mtg Cd:	Prod Mkt: 0 Exemptions: HS
			DBA:	

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable
CKI	CITY OF KINGSVILLE			45,850	0	45,850

Prop ID	Owner	%	Legal Description	Values
17166	46093	100.00 R	**Geo: 100102217000192**	Effective Acres: 0.000000 Imp HS: 0 Market: 22,270
TORRES CHRYSTAL			ORIG TOWN, BLOCK 22, LOT 17, 18	Imp NHS: 18,270 Prod Loss: 0
AND CONNIE TORRES				Land HS: 0 Appraised: 22,270
611 CRENSHAW RD			Acres:	0.0000 Land NHS: 4,000 Cap: 0
PASADENA, TX 77504-3731			State Codes: A Map ID:	C1 Prod Use: 0 Assessed: 22,270
			Situs: 330 E LEE Mtg Cd:	Prod Mkt: 0 Exemptions:
			DBA:	

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable
CKI	CITY OF KINGSVILLE			22,270	0	22,270

Prop ID	Owner	%	Legal Description	Values
17928	51411	100.00 R	**Geo: 100102219000192**	Effective Acres: 0.000000 Imp HS: 0 Market: 2,000
CORTEZ JUAN MANUEL EST			ORIG TOWN, BLOCK 22, LOT 19	Imp NHS: 0 Prod Loss: 0
ETUX MARIA GLORIA				Land HS: 0 Appraised: 2,000
326 E LEE AVE			Acres:	0.0000 Land NHS: 2,000 Cap: 0
KINGSVILLE, TX 78363-4565			State Codes: A Map ID:	C1 Prod Use: 0 Assessed: 2,000
			Situs: 326 E LEE AVE TX Mtg Cd:	Prod Mkt: 0 Exemptions:
			DBA:	

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable
CKI	CITY OF KINGSVILLE			2,000	0	2,000

Prop ID	Owner	%	Legal Description			Values		
47954	67632	50.00 R	**Geo: 100102208005192**	Effective Acres: 0.000000	Imp HS:	44,020	Market:	46,020
GOMEZ MARIO			ORIG TOWN, BLOCK 22, LOT 8, 9, 50% UNDIVIDED INTEREST		Imp NHS:	0	Prod Loss:	0
315 E ALICE AVE					Land HS:	2,000	Appraised:	46,020
KINGSVILLE, TX 78363			Acres:	0.0000	Land NHS:	0	Cap:	0
			State Codes: A	Map ID:	C1 Prod Use:	0	Assessed:	46,020
			Situs: 315 E ALICE TX	Mtg Cd:	Prod Mkt:	0	Exemptions:	HS, OV65
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			46,020	4,200	41,820	0.852080	356.34

Prop ID	Owner	%	Legal Description			Values		
22478	63902	100.00 R	**Geo: 100102210000192**	Effective Acres: 0.000000	Imp HS:	34,230	Market:	37,230
RAMIREZ MARY OLGA			ORIG TOWN, BLOCK 22, LOT 10, W/2 11		Imp NHS:	0	Prod Loss:	0
319 E ALICE					Land HS:	3,000	Appraised:	37,230
KINGSVILLE, TX 78363			Acres:	0.0000	Land NHS:	0	Cap:	0
			State Codes: A	Map ID:	C1 Prod Use:	0	Assessed:	37,230
			Situs: 319 E ALICE	Mtg Cd:	Prod Mkt:	0	Exemptions:	HS, OV65
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			37,230	8,400	28,830	0.852080	245.65

Prop ID	Owner	%	Legal Description			Values		
23231	62030	100.00 R	**Geo: 100102212000192**	Effective Acres: 0.000000	Imp HS:	0	Market:	30,300
CANALES JAVIER ELOY			ORIG TOWN, BLOCK 22, LOT E/2 11, 12, ACRES .0		Imp NHS:	27,300	Prod Loss:	0
621 E HENRIETTA AVE					Land HS:	0	Appraised:	30,300
KINGSVILLE, TX 78363			Acres:	0.0000	Land NHS:	3,000	Cap:	0
			State Codes: A	Map ID:	C1 Prod Use:	0	Assessed:	30,300
			Situs: 323 E ALICE	Mtg Cd:	Prod Mkt:	0	Exemptions:	
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			30,300	0	30,300	0.852080	258.18

Prop ID	Owner	%	Legal Description			Values		
15664	53649	100.00 R	**Geo: 100102213000192**	Effective Acres: 0.000000	Imp HS:	69,410	Market:	73,410
SILGUERO MARIO A JR			ORIG TOWN, BLOCK 22, LOT 13, 14		Imp NHS:	0	Prod Loss:	0
327 E ALICE AVE					Land HS:	4,000	Appraised:	73,410
KINGSVILLE, TX 78363-4556			Acres:	0.0000	Land NHS:	0	Cap:	0
			State Codes: A	Map ID:	C1 Prod Use:	0	Assessed:	73,410
			Situs: 327 E ALICE	Mtg Cd:	Prod Mkt:	0	Exemptions:	HS
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			73,410	0	73,410	0.852080	625.51

Prop ID	Owner	%	Legal Description			Values		
16413	46988	100.00 R	**Geo: 100102215000192**	Effective Acres: 0.000000	Imp HS:	37,530	Market:	41,530
GARCIA TITO			ORIG TOWN, BLOCK 22, LOT 15, 16		Imp NHS:	0	Prod Loss:	0
ETUX JUDITH					Land HS:	4,000	Appraised:	41,530
329 E ALICE AVE			Acres:	0.0000	Land NHS:	0	Cap:	0
KINGSVILLE, TX 78363-4556			State Codes: A	Map ID:	C1 Prod Use:	0	Assessed:	41,530
			Situs: 329 E ALICE AVE TX	Mtg Cd:	Prod Mkt:	0	Exemptions:	HS
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			41,530	0	41,530	0.852080	353.87

Prop ID	Owner	%	Legal Description			Values		
17166	46093	100.00 R	**Geo: 100102217000192**	Effective Acres: 0.000000	Imp HS:	0	Market:	22,980
TORRES CHRYSTAL			ORIG TOWN, BLOCK 22, LOT 17, 18		Imp NHS:	18,980	Prod Loss:	0
AND CONNIE TORRES					Land HS:	0	Appraised:	22,980
611 CRENSHAW RD			Acres:	0.0000	Land NHS:	4,000	Cap:	0
PASADENA, TX 77504-3731			State Codes: A	Map ID:	C1 Prod Use:	0	Assessed:	22,980
			Situs: 330 E LEE	Mtg Cd:	Prod Mkt:	0	Exemptions:	
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			22,980	0	22,980	0.852080	195.81

Prop ID	Owner	%	Legal Description			Values		
17928	51411	100.00 R	**Geo: 100102219000192**	Effective Acres: 0.000000	Imp HS:	0	Market:	2,000
CORTEZ JUAN MANUEL EST			ORIG TOWN, BLOCK 22, LOT 19		Imp NHS:	0	Prod Loss:	0
ETUX MARIA GLORIA					Land HS:	0	Appraised:	2,000
326 E LEE AVE			Acres:	0.0000	Land NHS:	2,000	Cap:	0
KINGSVILLE, TX 78363-4565			State Codes: A	Map ID:	C1 Prod Use:	0	Assessed:	2,000
			Situs: 326 E LEE AVE TX	Mtg Cd:	Prod Mkt:	0	Exemptions:	
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			2,000	0	2,000	0.852080	17.04

Kleberg CAD

Property Search > 17928 CORTEZ JUAN MANUEL EST for Year 2021

2021

Property

Account

Property ID:	17928	Legal Description:	ORIG TOWN, BLOCK 22, LOT 19
Geographic ID:	100102219000192	Zoning:	
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	326 E LEE AVE TX	Mapsco:	
Neighborhood:		Map ID:	C1
Neighborhood CD:			

Owner

Name:	CORTEZ JUAN MANUEL EST	Owner ID:	51411
Mailing Address:	ETUX MARIA GLORIA 326 E LEE AVE KINGSVILLE, TX 78363-4565	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$2,000	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$2,000	
(–) Ag or Timber Use Value Reduction:	–	$0	
(=) Appraised Value:	=	$2,000	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$2,000	

Taxing Jurisdiction

Owner: CORTEZ JUAN MANUEL EST
% Ownership: 100.0000000000%
Total Value: $2,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	$2,000	$2,000	$0.00

CKI	CITY OF KINGSVILLE	0.852080	$2,000		$2,000	$17.05
GKL	KLEBERG COUNTY	0.785460	$2,000		$2,000	$15.71
SKI	KINGSVILLE I.S.D.	1.518900	$2,000		$2,000	$30.38
WST	SOUTH TEXAS WATER AUTHORITY	0.086911	$2,000		$2,000	$1.74
	Total Tax Rate:	3.243351				
				Taxes w/Current Exemptions:		$64.88
				Taxes w/o Exemptions:		$64.88

Improvement / Building

Improvement #1: RESIDENTIAL **State Code:** A1 **Living Area:** 336.0 sqft **Value:** $0

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	FF1	EW2	1935	336.0
CNC	CONCRETE SLAB RESIDENTIAL	*		1935	30.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	A1	A1	0.0803	3500.00	25.00	140.00	$2,000	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2022	N/A	N/A	N/A	N/A	N/A	N/A
2021	$0	$2,000	0	2,000	$0	$2,000
2020	$0	$2,000	0	2,000	$0	$2,000
2019	$0	$2,000	0	2,000	$0	$2,000
2018	$80	$2,000	0	2,080	$0	$2,080
2017	$80	$2,000	0	2,080	$0	$2,080
2016	$80	$2,000	0	2,080	$0	$2,080
2015	$500	$2,000	0	2,500	$0	$2,500
2014	$500	$2,000	0	2,500	$0	$2,500
2013	$500	$2,000	0	2,500	$0	$2,500
2012	$500	$2,000	0	2,500	$0	$2,500
2011	$500	$2,000	0	2,500	$0	$2,500
2010	$500	$2,000	0	2,500	$0	$2,500
2009	$1,000	$2,000	0	3,000	$0	$3,000
2008	$1,000	$2,000	0	3,000	$0	$3,000

Deed History - (Last Deed Record is Current Owner)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	10/27/2006	DEATH	DEATH - ADD EST TO OWNERSHIP	CORTEZ JUAN MANUEL	CORTEZ JUAN MANUEL EST			
2		OT	Other	VISEL PAUL	CORTEZ JUAN MANUEL	57	337	
3		OT	Other	UNKNOWN	VISEL PAUL			

Property Tax Information as of 08/27/2021

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (561) 595-4775

STATEMENT OF ALL TAXES DUE

ACCT # 1-001-022-19000-192
DATE 03/23/2021
JL

MARIA V. VALADEZ, TAC
P O BOX 1457
KINGSVILLE, TX 78364-1457
(361) 595-8542

Property Description

ORIG TOWN, BLOCK 22, LOT 19

PROP TYPE-A1A1
PCT OWNER-

TOWN -
ACRES - .080

LOCATION- 326 E LEE AVE

Values

LAND MKT VALUE 2,000
LAND AGR VALUE

IMPR/PERS MKT VAL
MKT. BEFORE EXEMP 2,000
LIMITED TXBL. VAL

EXEMPTIONS GRANTED: NONE

SUIT NO. 8004C

CORTEZ JUAN MANUEL EST
ETUX MARIA GLORIA
326 E LEE AVE

KINGSVILLE TX 78363-4565

	LEVY	P&I	ATTY FEES	AMT DUE
TAXES 2007	86.29	146.70	46.60	279.59
TAXES 2008	86.18	136.16	44.47	266.81
TAXES 2009	85.69	125.11	42.17	252.97
TAXES 2010	73.88	99.01	34.59	207.48
TAXES 2011	77.99	95.16	34.63	207.78
TAXES 2012	78.58	86.44	33.01	198.03
TAXES 2013	79.78	78.18	31.59	189.55
TAXES 2014	79.79	68.62	29.69	178.10
TAXES 2015	81.49	60.32	28.35	170.16
TAXES 2016	68.08	42.22	22.07	132.37
TAXES 2017	67.42	33.70	20.23	121.35
TAXES 2018	66.90	25.43	18.47	110.80
TAXES 2019	64.57	16.79	16.28	97.64
TAXES 2020	64.87	5.83	10.61	81.31
	1,061.51	1,019.67	412.76	2,493.94

ACCT # 1-001-022-19000-192

TOTAL DUE 03/2021	**2,493.94**
TOTAL DUE 04/2021	2,507.32
TOTAL DUE 05/2021	2,520.80
TOTAL DUE 06/2021	2,534.29

YOU MAY PAY YOUR TAXES ONLINE AT www.texasonlinerecords.com
A PROCESSING FEE OF 2.95% WILL BE APPLIED TO CREDIT CARD PAYMENTS

ND811-LRKC

STATEMENT OF ALL TAXES DUE

ACCT # 1-001-022-19000-192
DATE 03/23/2021
JL

MARIA V. VALADEZ, TAC
P O BOX 1457
KINGSVILLE, TX 78364-1457
(361) 595-8542

BREAKDOWN OF TAX DUE BY JURISDICTION

JURISDICTION	LEVY	P&I	ATT FEES	TOTAL
KLEBERG COUNTY	253.45	241.15	98.07	592.67
CITY OF KINGSVILLE	283.91	275.88	111.05	670.84
KINGSVILLE ISD	499.26	480.16	194.26	1,173.68
SOUTH TX WATER AUTH	24.89	22.48	9.38	56.75

TAX LEVY FOR THE CURRENT ROLL YEAR: 137	15.71
TAX LEVY FOR THE CURRENT ROLL YEAR: CITY	17.04
TAX LEVY FOR THE CURRENT ROLL YEAR: KISD	30.38
TAX LEVY FOR THE CURRENT ROLL YEAR: STWA	1.74
TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR	64.87

ATTY DAT 04/13/2018

YOU MAY PAY YOUR TAXES ONLINE AT www.texasonlinerecords.com
A PROCESSING FEE OF 2.95% WILL BE APPLIED TO CREDIT CARD PAYMENTS

ND811-LRKC

STATEMENT OF ALL TAXES DUE

ACCT # 1-001-022-19000-192
DATE 09/02/2021
JL

MARIA V. VALADEZ, TAC
P O BOX 1457
KINGSVILLE, TX 78364-1457
(361) 595-8542

Property Description

ORIG TOWN, BLOCK 22, LOT 19 — PROP TYPE-A1A1
PCT OWNER-

TOWN - LOCATION- 326 E LEE AVE
ACRES - .080

Values

LAND MKT VALUE 2,000 — IMPR/PERS MKT VAL
LAND AGR VALUE — MKT. BEFORE EXEMP 2,000
LIMITED TXBL. VAL
EXEMPTIONS GRANTED: NONE — SUIT NO. 8004C

CORTEZ JUAN MANUEL EST
ETUX MARIA GLORIA
326 E LEE AVE

KINGSVILLE TX 78363-4565

	LEVY	P&I	ATTY FEES	AMT DUE
TAXES 2007	86.29	151.87	47.62	285.78
TAXES 2008	86.18	141.33	45.50	273.01
TAXES 2009	85.69	130.25	43.19	259.13
TAXES 2010	73.88	103.45	35.46	212.79
TAXES 2011	77.99	99.83	35.56	213.38
TAXES 2012	78.58	91.14	33.94	203.66
TAXES 2013	79.78	82.98	32.55	195.31
TAXES 2014	79.79	73.42	30.64	183.85
TAXES 2015	81.49	65.20	29.34	176.03
TAXES 2016	68.08	46.29	22.87	137.24
TAXES 2017	67.42	37.75	21.04	126.21
TAXES 2018	66.90	29.44	19.27	115.61
TAXES 2019	64.57	20.68	17.04	102.29
TAXES 2020	64.87	12.98	15.57	93.42
	1,061.51	1,086.61	429.59	2,577.71

ACCT # 1-001-022-19000-192

TOTAL DUE 09/2021 2,577.71
TOTAL DUE 10/2021 2,590.49
TOTAL DUE 11/2021 2,603.22
TOTAL DUE 12/2021 2,615.97

YOU MAY PAY YOUR TAXES ONLINE AT www.texasonlinerecords.com
A PROCESSING FEE OF 2.95% WILL BE APPLIED TO CREDIT CARD PAYMENTS

ND811-LRKC

STATEMENT OF ALL TAXES DUE

ACCT # 1-001-022-19000-192
DATE 09/02/2021
JL

MARIA V. VALADEZ, TAC
P O BOX 1457
KINGSVILLE, TX 78364-1457
(361) 595-8542

BREAKDOWN OF TAX DUE BY JURISDICTION

JURISDICTION	LEVY	P&I	ATT FEES	TOTAL
KLEBERG COUNTY	253.45	257.13	102.11	612.69
CITY OF KINGSVILLE	283.91	293.75	115.53	693.19
KINGSVILLE ISD	499.26	511.66	202.16	1,213.08
SOUTH TX WATER AUTH	24.89	24.07	9.79	58.75

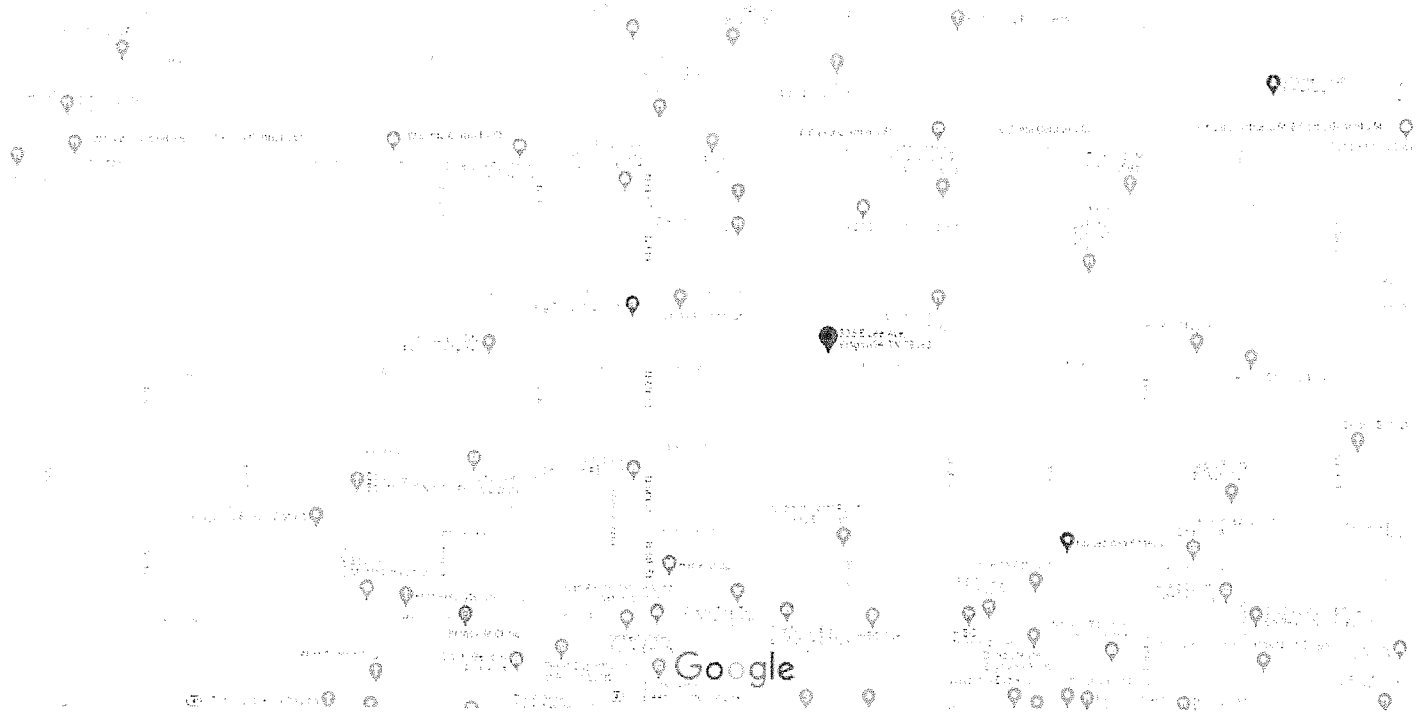
TAX LEVY FOR THE CURRENT ROLL YEAR: 137	15.71
TAX LEVY FOR THE CURRENT ROLL YEAR: CITY	17.04
TAX LEVY FOR THE CURRENT ROLL YEAR: KISD	30.38
TAX LEVY FOR THE CURRENT ROLL YEAR: STWA	1.74
TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR	64.87

ATTY DAT 04/13/2018

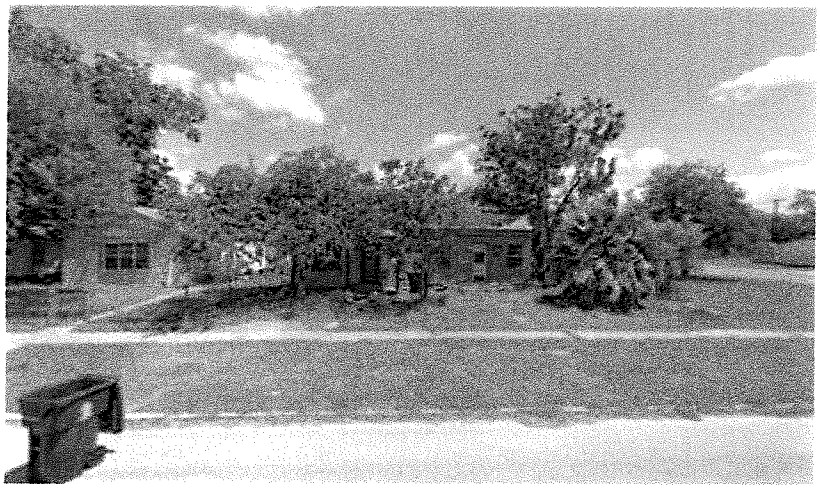
YOU MAY PAY YOUR TAXES ONLINE AT www.texasonlinerecords.com
A PROCESSING FEE OF 2.95% WILL BE APPLIED TO CREDIT CARD PAYMENTS

JD811 LRKC

Google Maps 326 E Lee Ave



Map data ©2021 200 ft



326 E Lee Ave

Building

Directions Save Nearby Send to your phone Share

326 E Lee Ave, Kingsville, TX 78363

Photos

160

Kingsville TEXAS

7016 1970 0001 203

...LLE, TEXAS 78364

RETURNED TO SENDER

$ 006.96

MAILED FROM ZIP CODE 78363

LN
9/20/21

VAC

Juan Manuel Cortez
Maria Gloria Cortez
326 E Lee
Kingsville TX 78363

VAC
78363$4565 0009

1602

City of Kingsville TEXAS

7011 1570 0003 3833 2893

, TEXAS 78364

Juan Manuel Cortez
Maria Gloria Cortez

NIXIE 782 CE 1 0104/27/21

RETURN TO SENDER
NO SUCH NUMBER
UNABLE TO FORWARD

NSN

MANUAL PROC REQ *1310-07211-01-39

1602

City of Kingsville TEXAS

CITY OF KINGSVILLE

P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

VAC

Juan Manuel Cortez
Maria Gloria Cortez

NIXIE 782 DE 1 0009/12/21

RETURN TO SENDER
VACANT
UNABLE TO FORWARD

VAC BC: 78364145858 *1310-05007-08-40

CITY OF KINGSVILLE

P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

MARCH 24, 2021

JUAN MANUEL CORTEZ AND MARIA GLORIA CORTEZ
326 E LEE
KINGSVILLE, TX 78363

Re: ORIG TOWN, BLOCK 22, LOT 19 326 E LEE

Dear Sir or Madam:

It has been determined that the structure at **326 E LEE** is in a significant state of disrepair and creates a safety and health hazard to the surrounding area and the community at large. The structure is in direct violation to the City of Kingsville's Code of Ordinance § 15-1-165 Condemned Building or Structure; Specifications as adopted and as stated below.

§ 15-1-165 CONDEMNED BUILDING OR STRUCTURE; SPECIFICATIONS.
(A) Any building or structure of any type of material, whether public or private property, existing within the city limits, which is determined to be unsafe for or dangerous to human occupancy, shall be declared and be and become a condemned building or structure.
(B) The condemned buildings or structures mentioned in division (A) shall be determined to be such under the following listed terms and conditions:
(1) Any building or structure which, for want of repair or by reason of age or dilapidated condition, or for any causes, is especially liable to fire, and which is so situated as to endanger other buildings or property, or so occupied that fire would endanger persons or property therein.
(2) Any building or other structure which shall be determined to have a permanent or temporary plumbing condition existing in violation of the installation, maintenance and repair provisions of the City Plumbing Code presently duly enacted or to be duly enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Plumbing Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.
(3) Any building or other structure which shall be determined to have a permanent or temporary electrical installation condition existing in violation of the installation, maintenance or repair provisions of the City Electrical Code as it is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Electrical Code to endanger

the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.
(4) Any building or structure which shall be determined to contain a faulty and defective structural condition existing in violation of the construction, maintenance and repair provisions of the City Building Code as is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the Building Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.
(5) Any building or structure which shall be determined to have a permanent or temporary sanitary condition existing in violation of the various health and sanitation ordinances duly enacted and to be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the sanitation ordinances to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.
('62 Code, § 4-6-1)

AN INVESTIGATION HAS BEEN CONDUCTED ON THESE PREMISES FOR NON-COMPLIANCE WITH CITY ORDINANCES. YOU ARE HEREBY NOTIFIED THAT THE VIOLATIONS LISTED MUST BE CORRECTED WITHIN THIRTY (30) CALENDAR DAYS FROM RECEIPT THIS LETTER. PLEASE REFER TO THE ENCLOSED PROPERTY CONDITION REPORT REGARDING THE SPECIFIC VIOLATIONS REQUIRING CORRECTIVE ACTION.

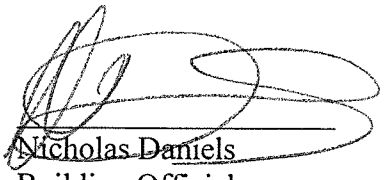
WE MUST RECEIVE WRITTEN RESPONSE FROM YOU WITHIN TEN (10) DAYS FROM THIS NOTICE INDICATING THE ACTION YOU INTEND TO TAKE WITHIN THE NEXT THIRTY (30) DAYS TO CORRECT SUBSTANDARD CONDITIONS.

If these violations are not mitigated within thirty (30) calendar days of the date of this letter, a condemnation will be processed through City Commission. If you should commit another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city without further notice may correct the violation at the owner's expense and assess the expense against the property.

Please provide proof of necessary permits and "passed" inspections for all reconstruction and/or repairs. Provide proof of proper disposal, i.e. landfill receipt or method used to remediate the condemned structure.

If you need further information or have questions, please contact me at (361) 595-8019, Monday through Friday from 8:00 AM – 12:00 PM & 1:00 PM - 5:00 P.M.

Sincerely,



Nicholas Daniels
Building Official

CITY OF KINGSVILLE

P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

SEPTEMBER 3, 2021

JUAN MANUEL CORTEZ AND MARIA GLORIA CORTEZ
326 E LEE
KINGSVILLE, TX 78363

Re: ORIG TOWN, BLOCK 22, LOT 19 326 E LEE

Dear Sir or Madam:

It has been determined that the structure at **326 E LEE** is in a significant state of disrepair and creates a safety and health hazard to the surrounding area and the community at large. The structure is in direct violation to the City of Kingsville's Code of Ordinance § 15-1-165 Condemned Building or Structure; Specifications as adopted and as stated below.

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(2) Any building or other structure which shall be determined to have a permanent or temporary plumbing condition existing in violation of the installation, maintenance and repair provisions of the City Plumbing Code presently duly enacted or to be duly enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Plumbing Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.
(3) Any building or other structure which shall be determined to have a permanent or temporary electrical installation condition existing in violation of the installation, maintenance or repair provisions of the City Electrical Code as it is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Electrical Code to endanger

the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.
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('62 Code, § 4-6-1)

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WE MUST RECEIVE WRITTEN RESPONSE FROM YOU WITHIN TEN (10) DAYS FROM THIS NOTICE INDICATING THE ACTION YOU INTEND TO TAKE WITHIN THE NEXT THIRTY (30) DAYS TO CORRECT SUBSTANDARD CONDITIONS.

If these violations are not mitigated within thirty (30) calendar days of the date of this letter, a condemnation will be processed through City Commission. If you should commit another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city without further notice may correct the violation at the owner's expense and assess the expense against the property.

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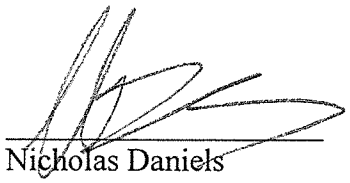
If you need further information or have questions, please contact me at (361) 595-8019, Monday through Friday from 8:00 AM – 12:00 PM & 1:00 PM - 5:00 P.M.

Sincerely,



Nicholas Daniels
Building Official

BUILDING DEPARTMENT

City of Kingsville
Phone: 361-595-8019

CERTIFIED MAIL – RETURN RECEIPT #7018 1130 00 7041 4114

FEBRUARY 15, 2022

JUAN MANUEL CORTEZ AND MARIA GLORIA CORTEZ
326 E LEE
KINGSVILLE, TX 78363

Re: **HEARING FOR PROPERTY AT 326 E LEE**

Dear Sir or Madam:

On March 24, 2021, a letter was sent from the City of Kingsville stating that your property located at **326 E LEE** was a fire hazard or was dangerous to human life, or constitutes a hazard to safety or health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment such that the structures located thereon are unsafe and a nuisance. In that letter, you were further advised that you needed to repair or demolish the structures within a certain timeframe. As the timeframe has passed and the unsafe structures on your property have not been repaired or demolished, the structures on your property are being recommended for condemnation before the Kingsville City Commission.

You are hereby cited to appear before the City Commission at a public hearing on **Monday, MARCH 28, 2022** at **5:00 p.m**. to show cause why such structures should not be condemned. You may appear in person, by agent or by counsel at the hearing. You will need to submit at the hearing proof of the scope of any work that may be required to comply with city ordinances and the time it will take to reasonably perform the work. The condemnation hearing is set for **MARCH 28, 2022**.

The hearing will take place at the Helen Kleberg Groves Community Room located on the first floor of City Hall, 400 West King, Kingsville, Texas, during a regularly scheduled meeting of the City Commission.

If you have any questions about the condemnation process or how to get a building permit to fix the structures, please contact me at (361) 595-8019.

Sincerely,

Nicholas Daniels
Building Official

PUBLIC NOTICE

The City Commission will meet on Monday March 28, 2022 at 5:00 P.M. The following items are set for public hearing and discussion and / or action:
Request to condemn the unsafe structures located at:

326 E LEE
419 W SANTA GERTRUDIS
423 W SANTA GERTRUDIS

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any these properties, we would request that you attend the meeting.
The meeting will be held at City Hall, 400 West King, at the Helen Kleberg Groves Community Room.

If you have any questions about the items on agenda, please contact the Building Department at (361) 595-8019 or (361) 595-8020.

326 E Lee

CITY OF KINGSVILLE, TEXAS

NOTICE

Inspection Of This Structure Reveals That It Is Not In Compliance With The Minimum Requirements Of The Building Code Of The City Of Kingsville.

OCCUPANCY OF THIS STRUCTURE IS PROHIBITED UNTIL ALL REQUIREMENTS OF THIS CODE ARE MET.

BY ORDER OF: ADMINISTRATOR– BUILDING DEPARTMENT

DEFACEMENT OR REMOVAL of this Notice, or any repairs and/or alterations of this structure– without express permission of the BUILDING DEPARTMENT, CITY OF KINGSVILLE– constitutes a misdemeanor and is punishable by a fine of Two Hundred ($200.00) Dollars.

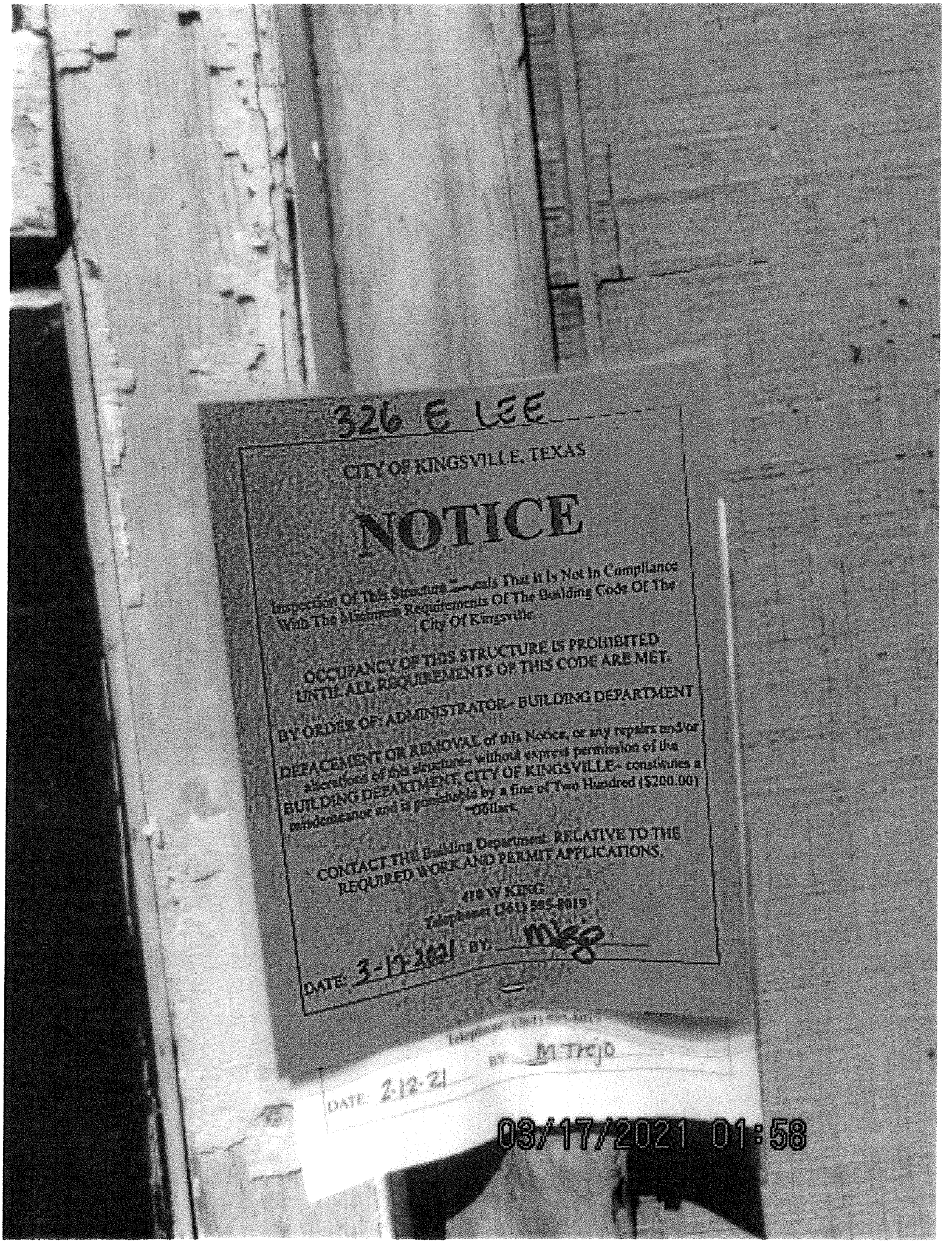
CONTACT THE Building Department RELATIVE TO THE REQUIRED WORK AND PERMIT APPLICATIONS.

410 W KING
Telephone: (361) 595-8019

DATE: 3-12-2021 BY: MRC

03/12/2021 01:57

Telephone: (361) 595-8019

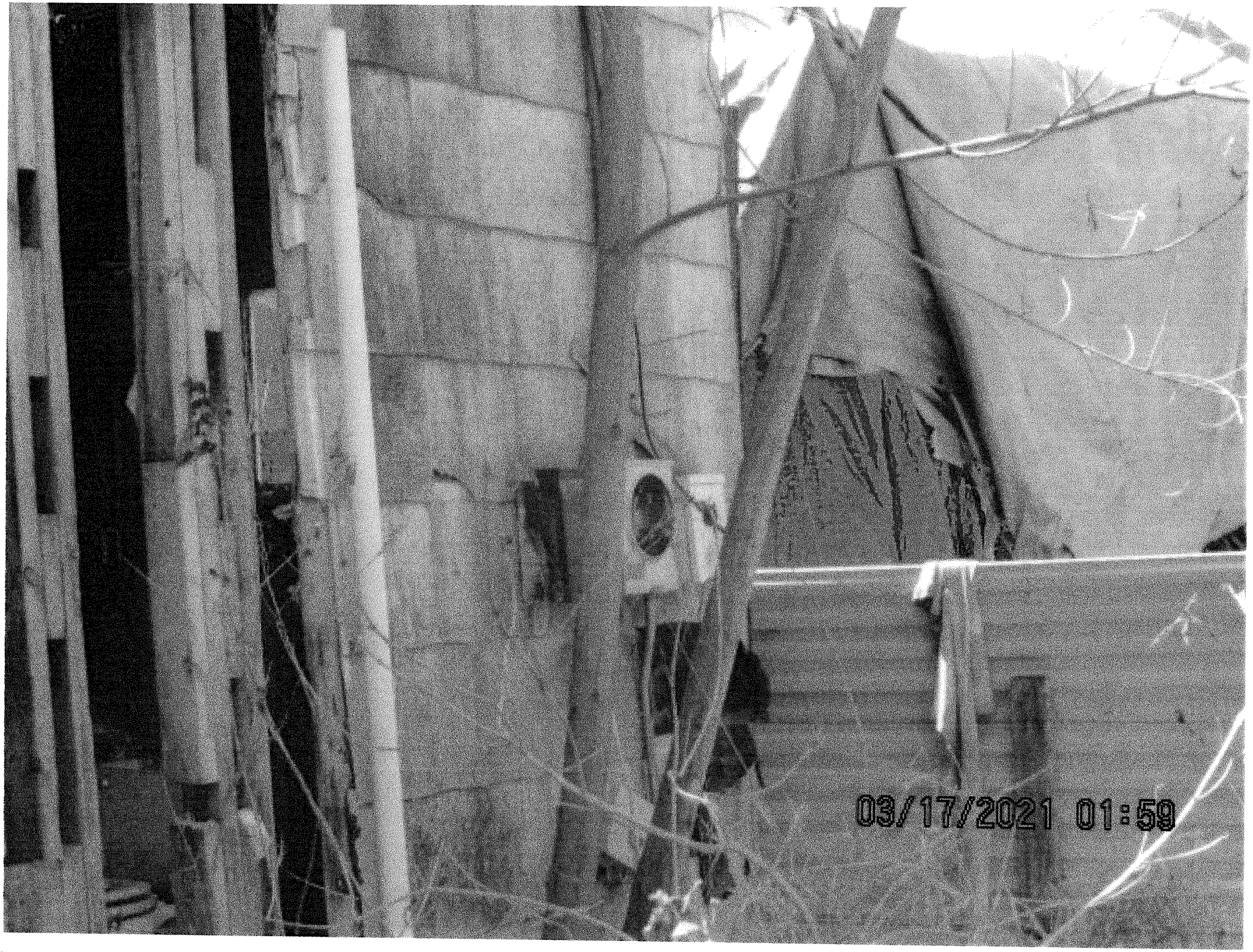

326 E LEE
CITY OF KINGSVILLE, TEXAS
NOTICE
Inspection Of This Structure Reveals That It Is Not In Compliance With The Minimum Requirements Of The Building Code Of The City Of Kingsville.
OCCUPANCY OF THIS STRUCTURE IS PROHIBITED UNTIL ALL REQUIREMENTS OF THIS CODE ARE MET.
BY ORDER OF: ADMINISTRATOR- BUILDING DEPARTMENT
DEFACEMENT OR REMOVAL of this Notice, or any repairs and/or alterations of this structure without express permission of the BUILDING DEPARTMENT, CITY OF KINGSVILLE- constitutes a misdemeanor and is punishable by a fine of Two Hundred ($200.00) Dollars.
CONTACT The Building Department, RELATIVE TO THE REQUIRED WORK AND PERMIT APPLICATIONS.
410 W KING
Telephone (361) 595-8015
DATE: 3-12-2021 BY:
DATE: 2-12-21 BY: M Trejo
03/17/2021 01:58


03/17/2021 01:58

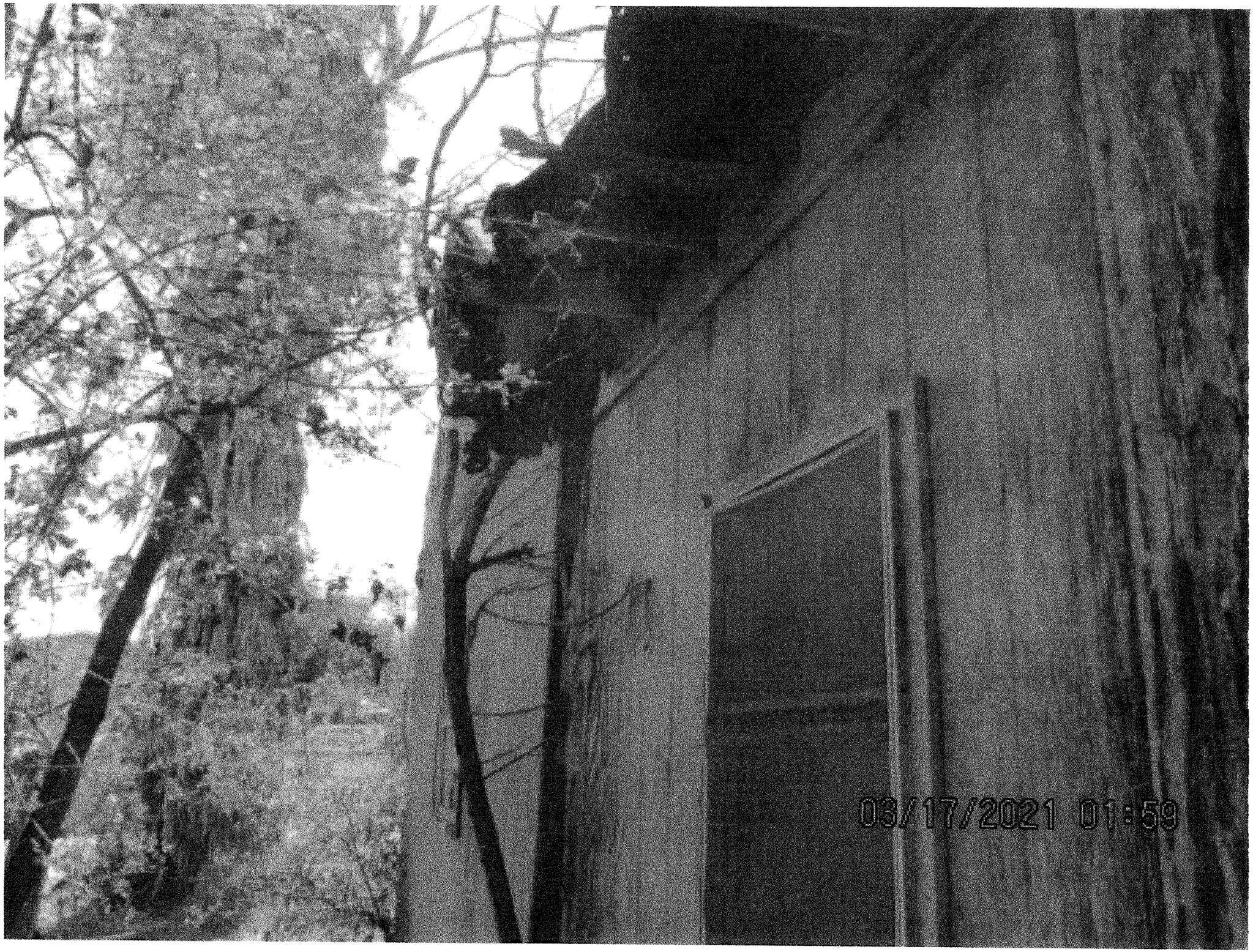
03/17/2021 01:58


03/17/2021 01:59


03/17/2021 01:59


03/17/2021 01:59


03/17/2021 01:59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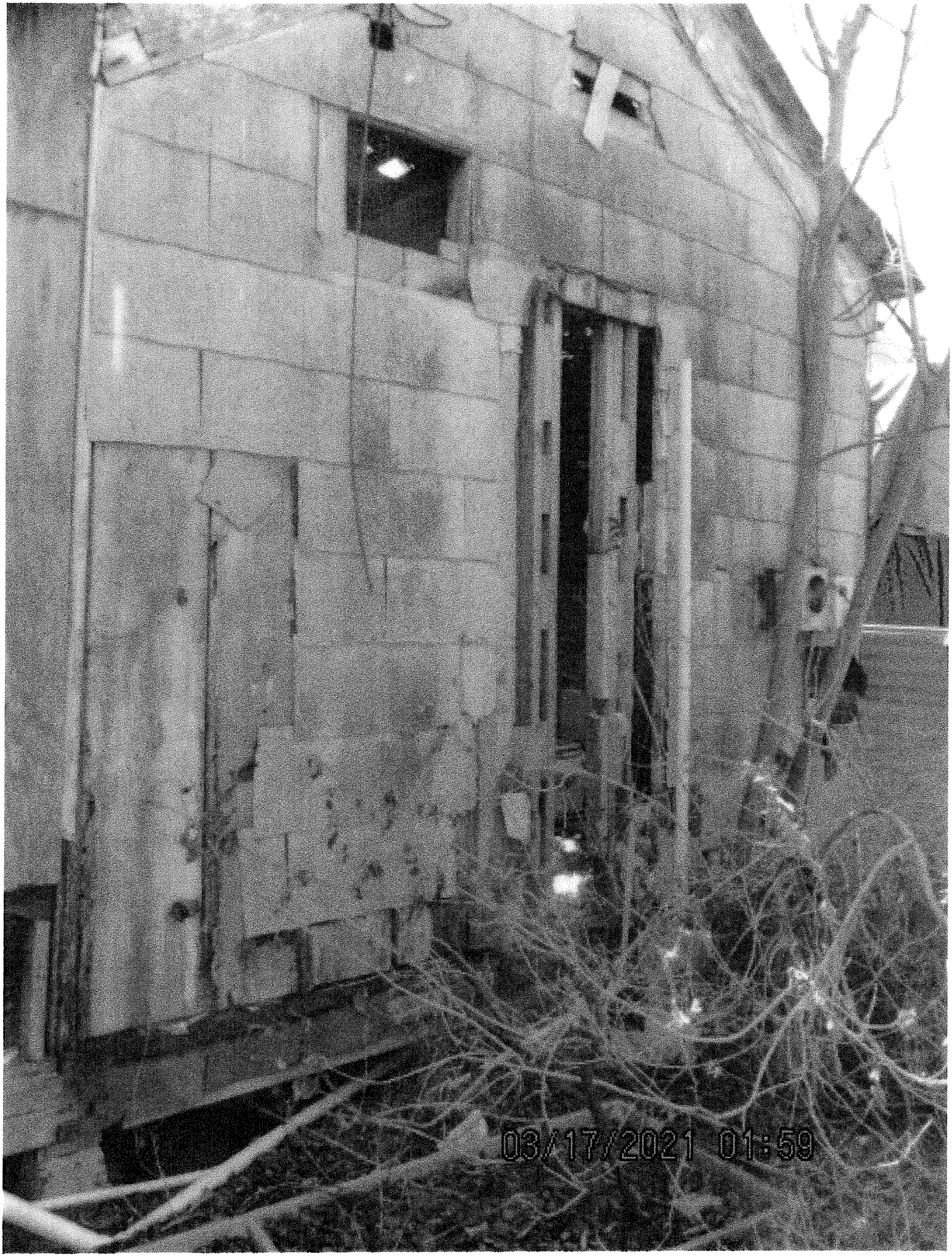
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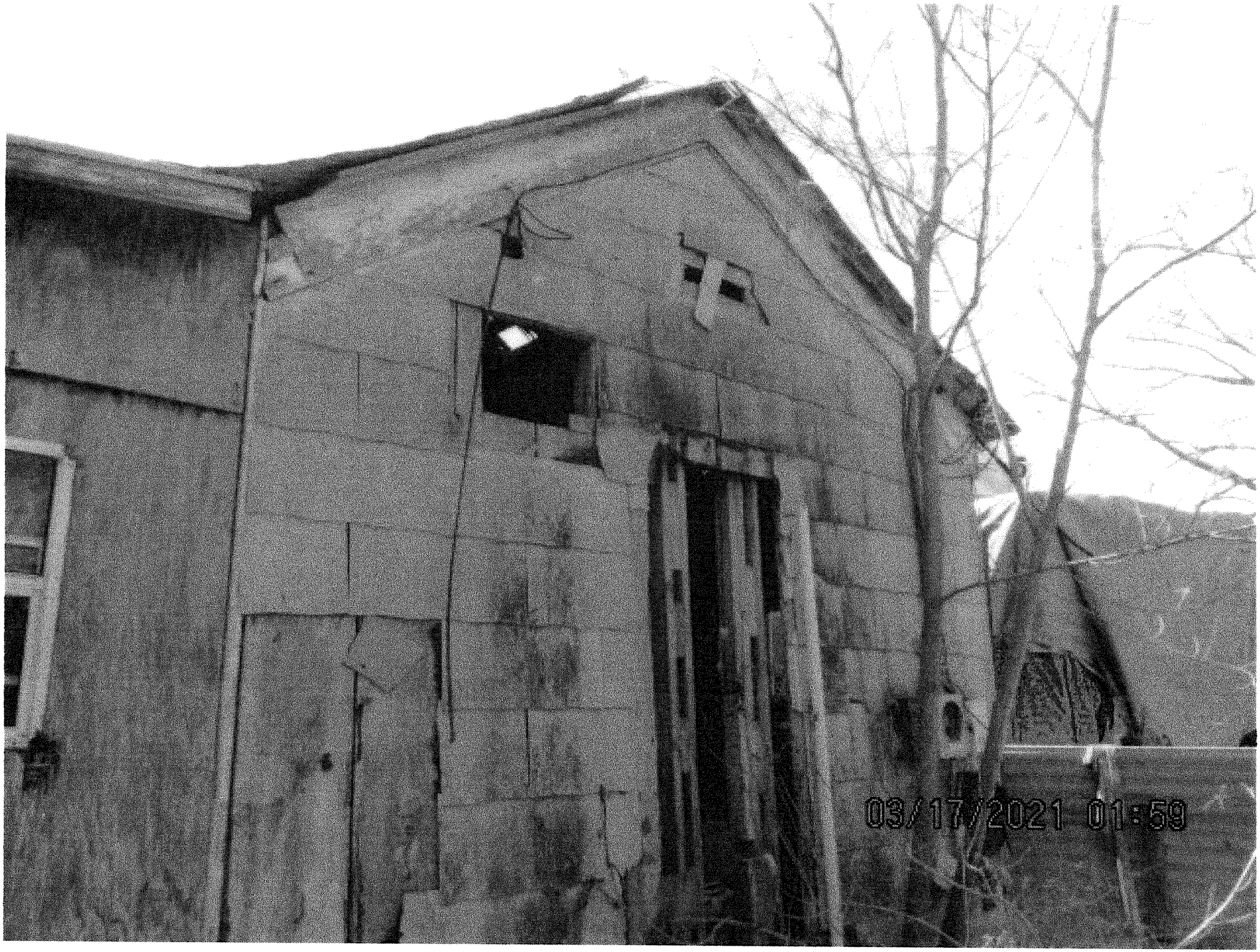
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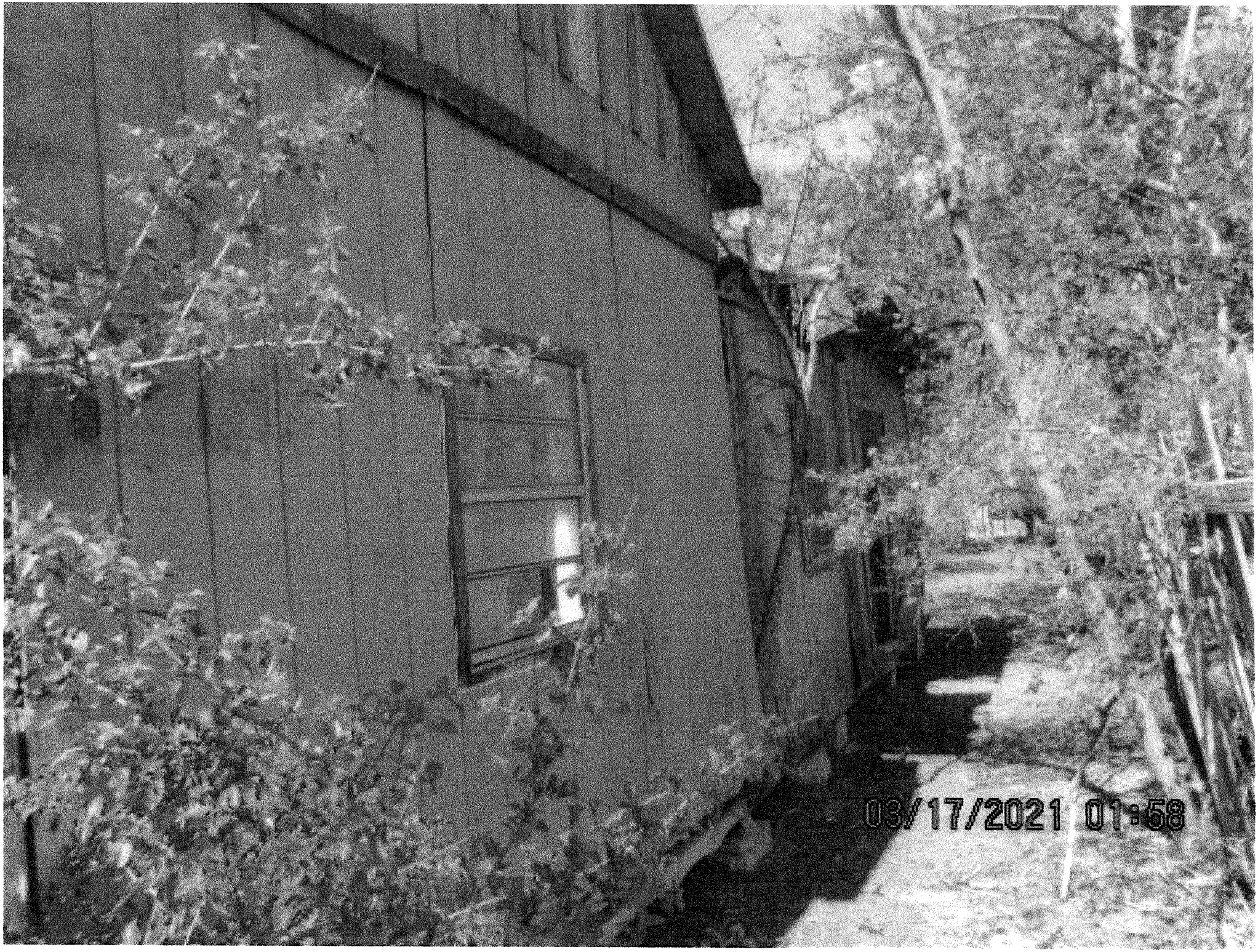
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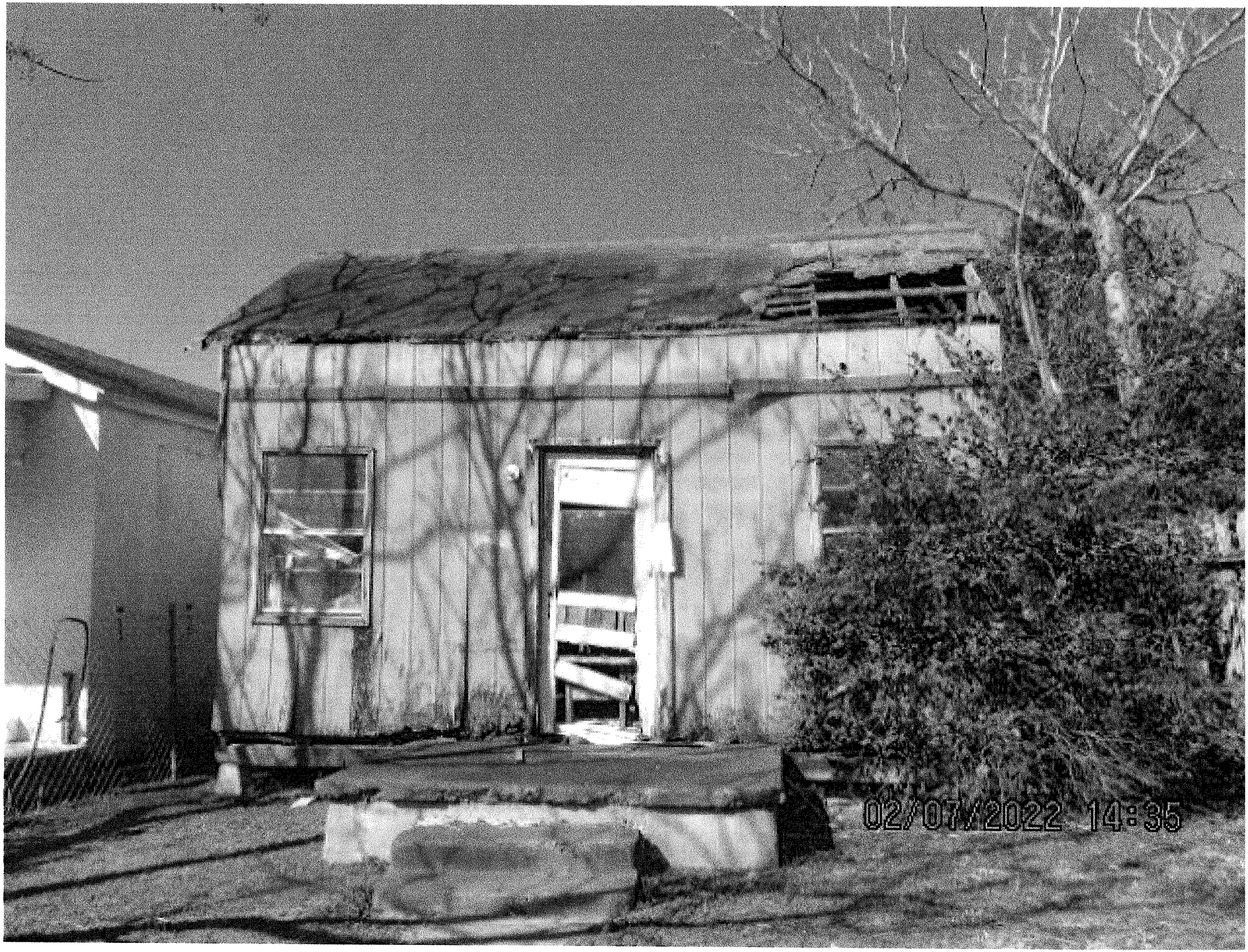
08/17/2021 01:58


02/07/2022 14:35


02/07/2022 14:36

02/07/2022 14:39


02/07/2022 14:36


02/07/2022 14:36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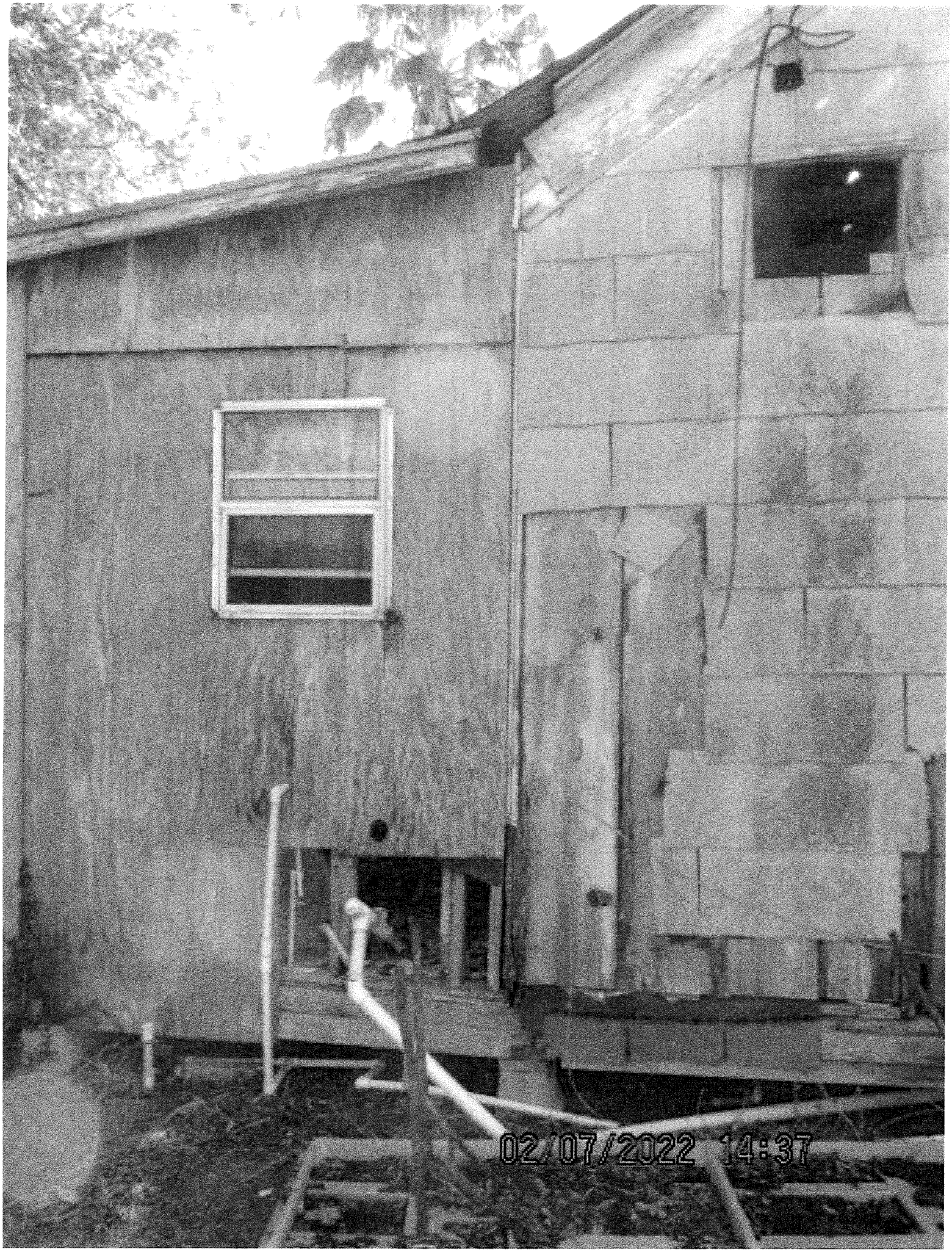
02/07/2022 14:37


02/07/2022 14:37


02/07/2022 14:37


02/07/2022 14:38


02/07/2022 14:38

02/07/2022 14:38

CITY OF KINGSVILLE, TEXAS

NOTICE

THIS NOTICE IS TO ADVISE PROPERTY OWNERS THAT THE CITY COUNCIL WILL CONSIDER CONDEMNATION

OF 336 E Lee ON:

March 28, 2022

BY ORDER OF: BUILDING OFFICIAL

DEFACEMENT OR REMOVAL of this Notice, or any repairs and/or alterations of this structure– without express permission of the BUILDING DEPARTMENT, CITY OF KINGSVILLE– constitutes a misdemeanor and is punishable by a fine of Two Hundred ($200.00) Dollars.

CONTACT The Building Department at
410 W KING
Telephone: (361) 595-8019

DATE: 2/15/2022 BY:

DATE: 2-12-21 BY:

02/15/2022 14:22

02/15/2022

School of Education searching for more teachers

By Terry Fitzwater
Publisher

The TAMUK School of Education has identified the current teacher shortage as a looming crisis, and it is resolved to do its part to help solve the situation.

On Wednesday afternoon Feb. 23, the School of Education and the Enrollment Student Services office, in conjunction with the Javelina Foundation, held a forum with district teachers who are TAMUK alumni and working at H.M. King Early College High School. Over 30 teachers attended the presentation held in the high school cafeteria, and they heard a message of hope, support and opportunity.



Dr. Lucy Villarreal



Dr. Steve Bain

"On behalf of the University and the College of Education, we would like to thank you as alumni for helping to support and recruit students to TAMUK," said Dr. Lucy Villarreal, the assistant dean of the College of Education, as she welcomed all the alumni teachers and district administrators. "Thanks to help from Brad Walker and the Javelina Foundation, we have put together these tool boxes you see up here in the front. They contain t-shirts, books and other materials to help you in running your classroom and supporting your teaching efforts."

As the teachers smiled and accepted their tool box materials, Dr. Steve Bain, the Dean of the College of Education at TAMUK addressed the teachers.

"We want to be a resource for you and we want you to take advantage of our resources at the University," Bain began. "As many of you know–or if you haven't heard–TAMUK has announced the Javelina Promise, where a student making a family income of less than $65,000 can received all tuition and fees paid four years for free.

"But we also have Masters and Graduate programs and incentives for you, with a priority give to all of our TAMUK alumni. We are offering all of you a $1000 scholarship for taking Masters level classes, or $1500 for doctoral programs."

Brad Walker, the head of the Javelina Foundation spoke, as did Dr. Rito Silva, the head of Student Enrollment Services. A lot of questions were asked by the teachers, and the administration promised its support of encouraging teachers to take advantage of TAMUK's Masters and Doctoral programs, as well as encouraging students to consider teaching as a career.

Local students compete at TAMUK during Engineering Week

KINGSVILLE (February 25, 2022) — Students from local middle and high schools competed in an engineering competition at Texas A&M University-Kingsville on Friday, Feb. 25 as part of the university's E-Week celebration.

More than 120 students participated in this year's competition which had the theme "Reimagining the Possible."

According to the rules of the competition, students were required to create a battery powered car using the material provided to them by the faculty and staff of the university's Frank H. Dotterweich College of Engineering.

"The whole idea of this activity is to have the students work in teams," said Dr. Heidi Taboada, dean of the College of Engineering. "Engineers need to learn to work in teams. We work in teams every single day."

During the competition, Dr. Taboada went by the tables of teams to further explain the challenge to students.

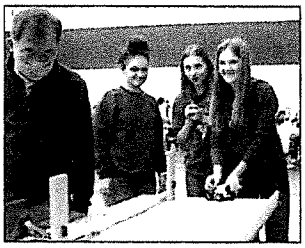
"The students were first analyzing, trying to see the instructions they had and then coming up with a design," Taboada said. "Testing and testing and testing again. That's what engineers do. We follow that simple process for engineering and design."

Aiden Morin, a junior at Tuloso Midway High School, was one of the students who participated in the competition on Friday.

"It makes us work hard and it tests our skills," Morin said of the competition. "It makes us see what we have and what we have learned from school and all our engineering classes and how that is turning us into future engineers."



Students from Sinton High School test their battery-powered car during the Engineers Week competition at Texas A&M University-Kingsville on Feb. 25, 2022.



Middle school students from George West test their battery-powered car during the Engineers Week competition at Texas A&M University-Kingsville on Feb. 25, 2022.

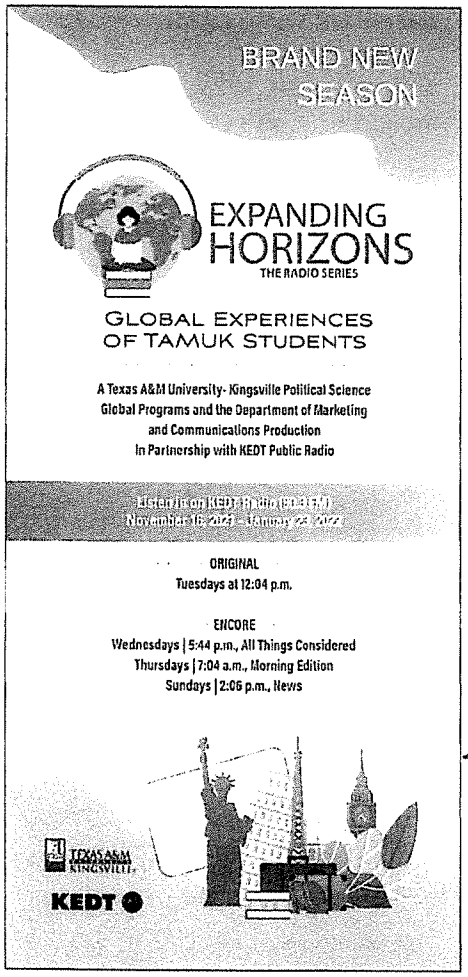
The high school teams selected as winners include Sinton High School in first place and St. Gertrudis Academy High School in second place.

Junior High winners include George West in first and Odem Jr. High in second place. Mahogany Garza, an engineering and robotics teacher at Tuloso Midway High School, brought her students to compete for the first time.

"This is a great way for them to build teamwork skills, to work with other individuals, other personalities," Garza said. "When you're out there in the real world, you don't always work with others that are like-minded."

The students who attended the competition also had the opportunity to see the campus and take a tour of the engineering facilities.

"The whole idea is to get more students interested in engineering and encourage them to come here and join TAMUK engineering with us," Taboada said.



PUBLIC NOTICE

The City Commission will meet on Monday March 28, 2022 at 5:00 P.M. The following items are set for public hearing and discussion and / or action:

Request to condemn the unsafe structures located at:

326 E LEE
419 W SANTA GERTRUDIS
423 W SANTA GERTRUDIS

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any these properties, we would request that you attend the meeting.

The meeting will be held at City Hall, 400 West King, at the Helen Kleberg Groves Community Room.

If you have any questions about the items on agenda, please contact the Building Department at (361) 595-8019 or (361) 595-8020.

CONSENT AGENDA

AGENDA ITEM #1

Budget Am.

March 2, 2022

To: Mark McLaughlin, City Manager

From: Susan Ivy, Director of Parks & Recreation

Re: Request for Agenda Item – Request to accept and record donations from Parks Youth Pony League Sponsors

Summary – We are requesting Commission to accept and record donations received from Kingsville Parks Youth Pony League Team Sponsors.

History - Each year the league solicits team sponsors to assist with the purchase of equipment, uniforms and other league expenses. The Sponsors' names are displayed on the back of each team member and coach's uniform shirt. They are recognized on social media, on a banner at the games and are awarded a plaque of appreciation at closing ceremonies. This year the league has approximately 600 players and 52 teams. We have a total of $11,600.00 collected to date and anticipate completing the collection by the end of next week. We will bring the remaining collections to the next meeting.

Financial impact – These funds will increase league Donation Revenue by $11,600 and the associated budget amendment will allow for the use of the funds to be distributed $6000.00 to uniforms and $5600 to equipment line items within the 4514 League budget.

We ask that you accept and record these donations through the associated agenda item for the budget amendment.

City of Kingsville Donations Boy's League

Name	Company	Donation	Team Sponsor	Receipts #
Lisa & Christopher Sprenger	Cowboys Church	300.00 Ck# 1981	Vaqueros 8 U	Receipt # 098711
Ernesto Lopez	Ernie's Lawn Care	300.00 Ck# 2016	Braves 6U	Receipt # 098712
Briana Polhemus	Polhemus Construction LLC	300.00 Cash	Javelinas 10u	Receipt # 098730
Cesar Silva	S & C Parts Co.	300.00 CK # 9597	Bulls 6 U	Receipt # 098731
Truly Faded Barber Shop	Truly Faded Barber Shop	Cash 100.00	Red Socks 10 u	098758
Tx Heat BBQ	Tx Heat BBQ	Cash 300.00	Pirates 6u	098759
Larry Ochoa	Shortys LLC	300.00 CK# 004627	4u Lil Hooks	Receipt# 098739
Orlando	The Garage Drive Thua	300.00 CK# 001121	10 u Rangers	Receipt# 098740
Sal Garcia	The Cherry Tree Room	300.00 CK# 5852	8u Texas	Receipt# 098741
Deanne Boelter	Deanne Boelter	100.00 CK# 751	4u Bulls additional sponsor	Receipt# 098742
Alfredo Hernandez	Lone Star Barber Shop	100.00 CK# 1807	10 U Blue Angels	Receipt# 098743
On The Spot Appliance Repair	On The Spot Appliance Repair	300.00 CK# 1088	6u Astros	Receipt# 098744
Amy Gonzales	Amy Gonzales Farmers Insurance	300.00CK#1323	4 u Rangers	Receipt# 098746
Christian Pineda	The Law Offices of Christian Pineda	300.00 Ck#105	8u Javelinas	098749
HK Skid Steer Services	HK Skid Steer Services	Cash 300.00	4u Bulls	098750
Amaya Welding	Amaya Welding	300.00Ck#128598	4u Invaders	098751
Lone Star Ranch & Rehabilitation	Lone Star Ranch & Rehabilitation	Cash 300.00	6u Tigers	098754
ROGER UTLEY	VENTOS POWER PLUS	CREDIT CARD 300.00	12U Javelinas	1001928
Ramon Gonzalez	Ramon Gonzalez	Cash 300.00	6u Dodgers	098763
Silva's Construction,LLC	Silva's Construction, LLC	500.00 CK# 300	Kingsville Brahmas 12 u	098764
G&E Tools and Equipment	G&E Tools and Equipment	300.00ck1027	Lil Hoggie 4 u	098765
East Foundation	East Foundation	300.00 ck#3912	Hooks 6u	098767
FUGATE	**FUGATE Law Firm**	500.00	BANDITS	
TOTAL		6400.00		

City of Kingsville Donations Girls's League

Name	Company	Donation	Team Sponsor	Receipts #
Jessica Vasquez	Victor's Water Well	300.00 Ck# 198	4u Lil Butterflies	098738
Texas Rides	Texas Rides	Cash 300.00	10 u Stingers	098747
Ricardo Ranch & Feed LLC	Ricardo Ranch & Feed LLC	300.00 Ck#1125	6u Charlies Angels	098748
South Point Rentals	South Point Rentals	300.00 ck# 1003	8u Girls (Pumas)	098752
Third Coast Recovery	Third Coast Recovery	Cash 500.00	4u Lil Chaos	098753
Charlie's Air Conditioning	Charlie's Air Conditioning	300.00 Ck#1105	10u Lil Stars	098755
JSM Welding & Construction	JSM Welding & Construction	300.00Ck#005000	8u Blue Jays	098756
Texas Visiting Nurse Service	Texas Visiting Nurse Service	300.00 Ck# 226540	Lil Hoggies	098757
Hector Rivas	Sixth Street Crossfit	300.00 ck#207	10 u Ball Hogs	098733
Roberson Funeral Home	Roberson Funeral Home	300.00 Ck#10900	12u Ball Hogs	098732
Rocky Dominquez Jr.	Kingdom Mattress & Furniture	300.00 ck#4226	8u Black Mambas	098760
	4J Construction/Lunar Designs	300.00 cash	4u Lil' Vipers	098761
Norma Jean Garza-Govea	The Govea's	300.00 ck#1233	Pink Stallions 6u	098762
Roger Utley	VENTOS POWER PLUS	300.00 w credit card	6u Texas Tornadoes	1001928
R. LOERA TRUCKING	R. LOERA TRUCKING	300.00 CK# 7500	12U ICE BREAKERS	098766
PKM Roofing Services	PKM Roofing Services	Cash 300.00	4u Lil Peaches	098768
Neeseen Chevrolet	Neeseen Chevrolet	300.00	14 ugirls	
TOTAL		**5,200.00**	**OVERALL TOTAL**	**11,600.00**



SPONSORSHIP OPPORTUNITIES

Kingsville Park's Youth Pony League is seeking Team and League Sponsors for the 2022 Spring Season. Levels of sponsorships and package offers are as follows:

These funds will be used for league equipment and expenses.

Home Run Sponsor: $500.00

Sponsor will receive team sponsorship (name on team shirt), Introduction on Social edia, Opening and Closing Ceremonies and 1st level inclusion on sponsor board at boys or girls complex.

Team Sponsor: $300.00

Sponsor will receive recognition on social media, business name on team shirts and Introduction at opening and closing ceremonies. And 2nd level inclusion on sponsor board at boys or girls complex.

Base Hitter: $100.00

Sponsor will receive recognition on social media and at opening and closing ceremonies.

Checks should be payable to City of Kingsville. Tax Deductible Donation. For more information contact Park Office at 361-221-8705

ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO ACCEPT AND EXPEND DONATIONS RECEIVED FROM KINGSVILLE PARKS YOUTH PONY LEAGUE TEAM SPONSORS FOR THE PURCHASE OF EQUIPMENT, UNIFORMS AND OTHER LEAGUE EXPENSES.

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2021-2022 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT #17

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
Revenues-4					
4514	League	Softball League Donations	58003	$11,600	
Expenditures-5					
4514	League	Uniforms	21200	$6,000	
4514	League	Minor Equipment	21700	$5,600	

[To amend the City of Kingsville FY 21-22 Budget to accept and expend donations from Kingsville Parks Youth Pony League Team Sponsors. Funding will come from the donations received.]

II.

THAT all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission

that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

THAT this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

INTRODUCED on this the 10th day of March 2022.

PASSED AND APPROVED on this the 28th day of March 2022.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #2

Budget Am.

City of Kingsville
Police Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: March 3, 2022

SUBJECT: Operation Stonegarden, OPSG 2022 Grant#3194307

Summary:
The Kingsville Police Department has been invited to participate in an additional year of OPSG and has been conditionally approved for participation during performance period beginning 03/01/2022 and ending 02/28/2023.

Background:
Kleberg County and identified Friendly Forces will participate in Operation Stonegarden (OPSG) for Funding Year 2022. The participating agencies will utilize OPSG funding to enhance enforcement efforts along ingress/egress routes leading from the U.S./Mexico border and into the interior of the United States. OPSG funding will be used for the essential capability enhancement of participating agencies to coordinate operations with the U.S. Border Patrol to support border security efforts within the Rio Grande Valley Border Patrol Sector.

Financial Impact:
The grant for "Operation Stonegarden" is a reimbursement type but does not require any cash match. We have been approved $96,295.02 in overtime,$15,724.98 in fringe benefits, $36,000.00 for Harris XL-200 portable radios, and $11,880.00 to cover fuel costs.

Our total allotment is $159,900

Recommendation:
We would request a resolution approving the acceptance of this grant via the Office of the Governor eGrants portal by the grantee's authorized official as designated by the City Manager, Chief Ricardo Torres. We also request a budget amendment to the current FY 2021-2022 for use of the funds as soon as they are available. Please place this on the next available agenda. Thank you for your assistance regarding this matter.

City of Kingsville TEXAS

ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO ACCEPT AND EXPEND GRANT FUNDING FOR THE OPSG 2022 GRANT #3194307.

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2021-2022 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT #18

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 016 - Stonegarden					
Revenues-4					
2100	Police	Federal Grant Funds	72005	$159,900.00	
Expenditures-5					
2100	Police	Overtime-2022-PD SG	11226	$96,295.02	
2100	Police	TMRS-2022-PD SG	11427	$8,358.00	
2100	Police	FICA-2022-PD SG	11527	$7,366.98	
2100	Police	Minor Equipment	21700	$36,000.00	
2100	Police	Motor Gas & Oil	21501	$11,880.00	

[To amend the City of Kingsville FY 21-22 Budget to accept and expend grant funding received for the OPSG 2022 Grant #3194307. Funding will come from the grant funding awarded.]

II.

THAT all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission

that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

THAT this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

INTRODUCED on this the 10th day of March 2022.

PASSED AND APPROVED on this the 28th day of March 2022.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #3

Budget Am

City of Kingsville
Police Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: March 3, 2022

SUBJECT: Receipt of the Law Enforcement Officer Standards and Education (LEOSE) Funds from Texas Comptroller of Public Accounts

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Summary:
The police department is requesting approval for acceptance of funds from the Texas Comptroller of Public Accounts and a budget amendment to place the funds in Fund 009 for training.

Background:
A direct deposit was made into the City of Kingsville account from the Law Enforcement Officer Standards and Education (LEOSE) account. This payment is necessary to ensure the continuing education of persons licensed under Chapter 1701, Occupations Code, or to provide necessary training, as determined by the agency head, to full-time, fully paid law enforcement support personnel in our agency.

The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency has as of January 1 of the preceding calendar year.

Financial Impact:
A total of $2,609.73 was received for use for training of City of Kingsville Police personnel.

Recommendation:
We request that the City Commission authorized the receipt and expenditure of these funds in the manner for which they were provided by the Texas Comptroller of Public Accounts.

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

February 17, 2022

CITY OF KINGSVILLE POLICE DEPARTMENT
1700 E KING AVE
KINGSVILLE TX 78363-5928

Vendor number: 17460015138-009

A direct deposit was made into your account from the Law Enforcement Officer Standards and Education (LEOSE) account in the amount of $ 2,609.73.

This payment must be used as necessary to ensure the continuing education of persons licensed under Chapter 1701, Occupations Code, or to provide necessary training, as determined by the agency head, to full-time, fully paid law enforcement support personnel in your agency.

Your agency must maintain a complete and detailed record of all money received and spent. All money received is subject to audit by the Comptroller of Public Accounts and all money spent is subject to audit by the State Auditor.

The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency had as of January 1 of the preceding calendar year.

An eligible law enforcement position is defined as one held by a person licensed under Chapter 1701, Occupations Code, who works as a peace officer, licensed jailer or telecommunicator on the average of at least 32 hours a week, is compensated by a political subdivision of the state at the minimum wage rate or higher, and is entitled to all employee benefits offered to a peace officer.

To receive your agency's share of the LEOSE account in 2023, you must complete and return the enclosed Law Enforcement Officer Standards and Education Account 2023 Allocation Basis form to us no later than October 31, 2022. The information provided in this report must be accurate and returned timely to our office to ensure the correct allocation of the LEOSE account.

Please call us at 800-531-5441, ext. 3-4530, or 512-463-4530 if you have any questions or if we can be of assistance.

Enclosures

Comptroller of Public Accounts 40-215
FORM (Rev.2-22/16)

Texas Law Enforcement Officer Standards and Education Fund Allocation Basis

a. TINS number	b. Mail code	c. Report year
■ 17460015138	■ 009	■ 2023

d. Law enforcement agency name and address *(Make any necessary name or address changes below.)*

CITY OF KINGSVILLE POLICE DEPARTMENT
1700 E KING AVE
KINGSVILLE, TX 78363-5928

e. County name: KLEBERG

f. County code: 137

■ ☐ *Check only if the above has changed and then complete new or corrected information only.*

Law enforcement agency name:_____

Address:_____

City:_____ State: TX ZIP code: _____

County name:_____

You must complete and return this form to receive your agency's share of the2023 Law Enforcement Officer Standards and Education (LEOSE) account for expenses related to continuing education.

Twenty percent of the fund will be allocated equally among the qualified agencies. The remaining 80 percent will be allocated on the basis of the number of authorized eligible law enforcement positions each agency had as of January 1 of the report year. An eligible law enforcement position is defined as one held by a person licensed under Occupations Code, Chapter 1701, who works as a peace officer, licensed jailer or telecommunicator on the average of at least 32 hours a week, is compensated by a political subdivision of the state at the minimum wage rate or higher and is entitled to all employee benefits offered to a peace officer.

Documentation to substantiate the information reported below must be maintained in your files. If your agency did not have any authorized positions, as defined in Occupations Code, Chapter 1701.157, on January 1 of the report year, please complete this form with a zero in **Item 1** and **Item 2**, complete Items 3, 4 and 5, and return to the address given below.

If you have any questions, please call the Texas Comptroller of Public Accounts, Tax Allocation Section, at 800-531-5441, ext. 3-4530, or 512-463-4530.

1. Number of agency positions authorized as of January 1, 2022 *(Texas Occupations Code, Chapter 1701)* _____ 1. _____
2. Number of agency positions filled as of January 1, 2022 _____ 2. _____
3. Amount of LEOSE funds received last year that was used (spent) prior to March 1, 2022 _____ 3. _____
4. Number of training hours received for the amount of LEOSE funds reported used (spent) in Item 3 above _____ 4. _____
5. Has CITY OF KINGSVILLE POLICE DEPARTMENT complied with the requirements of Occupations Code, Chapter 1701.157, regarding the use of any money received by the agency pursuant to the allocation made by the Comptroller of Public Accounts on or before March 1 last year? _____ 5. ☐ YES ☐ NO

Return to:

COMPTROLLER OF PUBLIC ACCOUNTS
Tax Allocation Section
111 E. 17th St.
Austin, TX 78774-0100

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief.

sign here ▶ Authorized signature

Printed name

Title

Daytime phone | Date

You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at the address or phone numbers listed on this form.

ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO ACCEPT AND EXPEND GRANT FUNDING FOR THE LEOSE GRANT FOR TRAINING.

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2021-2022 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT #19

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 009 - LEOSE					
Revenues-4					
2100	Police	State Grant Funds	72010	$2,609.73	
Expenditures-5					
2100	Police	Training & Travel	31600	$2,609.73	

[To amend the City of Kingsville FY 21-22 Budget to accept and expend grant funding received for the LEOSE Grant for training. Funding will come from the grant funding awarded.]

II.

THAT all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

THAT this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

INTRODUCED on this the 10th day of March 2022.

PASSED AND APPROVED on this the 28th day of March 2022.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #4

City of Kingsville
Police Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: March 11, 2022

SUBJECT: Chapter 59 Donation to Boy Scouts of America for Drug Prevention Programs

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Summary:
The police department is requesting to make a monetary donation for "Drug Prevention Programs."

Background:
The Texas Code of Criminal Procedure, Article 59.06 (h) allows for Chapter 59 funds to be used for nonprofit programs for the prevention of drug abuse. The Boy Scouts of America Venado District provides drug abuse prevention programs through the Learning for Life character development program in the public schools of Kleberg and Kenedy Counties.

Financial Impact:
This is the fifth of five $5,000.00 donations made to worthy organizations that assist the young people and children in our community by providing drug prevention programs.

Total Expenditures for this donation would be $5,000.00

Recommendation:
We request approval of the monetary donation from fund 005.

BOY SCOUTS OF AMERICA®
SOUTH TEXAS COUNCIL

March 2, 2022

Mr. Mark McLaughlin
City Manager
City of Kingsville
P. O. Box 1458
Kingsville, Texas 78364

Mr. Ricardo Torres
Chief of Police
Kingsville Police Department
P. O. Box 1458
Kingsville, Texas 78364

Re: Drug Abuse Prevention Programs of Boy Scouts of America/Chap.59

Gentlemen,

Thank you so much for your past contributions to the Friends of Scouting campaign. The continued generosity from the City of Kingsville and the Chapter 59 Forfeiture Grant to the Friends of Scouting Campaign allowed our district to continue to operate during this challenging times. Part of the Boy Scouts of America's mission is to teach youth positive character traits, leadership, responsibility, and the skills necessary to make ethical and moral choices. This mission is accomplished through the countless lessons taught in traditional Scouting programs; such as Cub Scouts and Scouts BSA.

Below are the traditional and Learning for Life program numbers which are encompassed in 4 Cub Scout packs, 5 Scout Troops and 1 Explorer post.

In 2021, the Venado District recorded:

Type	2021
Cub Scout Packs:	4
Cub Scouts:	70
Scouts BSA Troops:	5
Scouts:	57
Explorer Posts:	1
Explorers:	15
Total Units:	10
Total Youth:	142

The volunteers of the Boy Scouts of America, South Texas Council provide these programs in partnership with local Police and Border Patrol Agency's at weekly Scout Unit and Explorer Post meetings and outdoor activities, including Cub Scout Day Camp, Cub Adventure Weekends, Javelina Tailgate Campout, Scout Summer and Winter Camps held throughout the year. Scouts who attend these events fulfill requirements for rank advancement and merit badges such as Crime Prevention and Fingerprinting. As a requirement for advancement in Scouting programs, the drug abuse prevention and awareness message is instilled at each rank/level for Cub and Scouts BSA.

BOY SCOUTS OF AMERICA®
SOUTH TEXAS COUNCIL

For Explorers, that message plays a pivotal role in the Character Education lessons in which each youth is taught to help them make better ethical and moral choices.

The Venado District and South Texas Council underwrites each one of our Scouts at approximately $400 per year to provide services of advancement, registration, camp maintenance, leader training, recruiting, etc. These funds help support all the youth in the Scouting program within Kleberg and Kennedy County which is made up of 9 traditional units. Along with our traditional units we also have an Explorer Post with the United States Border Patrol which currently services 13 young adults in the area. The age in which youth can be a part of this program is middle school, and they are taught how an officer in the field prepares for and implements their training to give them the best opportunity to succeed. In order to continue providing a Drug Abuse Prevention Program for the youth in our community, we are requesting your consideration of an annual contribution of $5,000, which would greatly assist our efforts.

Thank you for your consideration.

Yours in Scouting,

Martin Sepulveda
Scout Executive/ CEO Boy Scouts of America South Texas Council

700 Everhart Road Bld. A. Corpus Christi. TX 78411 · 361-814-4300 · Fax: 361-9857 · www.southtexasbsa.org

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY OF KINGSVILLE AUTHORIZING THE RELEASE OF CHAPTER 59 FUNDS OF THE KINGSVILLE POLICE DEPARTMENT FOR DONATION TO THE BOY SCOUTS OF AMERICA VENADO DISTRICT FOR DRUG AND ALCOHOL PREVENTION PROGRAMS.

WHEREAS, the Texas Code of Criminal Procedure, Article 59.06(h) allows for the release of Chapter 59 funds for nonprofit programs for the prevention of drug abuse;

WHEREAS, the Boy Scouts of America Venado District is a non-profit organization that provides drug abuse prevention programs through (1) the Learning for Life character development program in the public schools of Kleberg and Kenedy counties, and (2) the advancement requirements for both Cub Scouts and Boy Scouts, which serves approximately 142 youths locally;

NOW, THEREFORE BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT the City Commission authorizes the Kingsville Police Department to assist with a $5,000 donation to the Boy Scouts of America Venado District, to help educate young people about living a drug-free and alcohol-free lifestyle. Boy Scouts of America Venado District will submit quarterly charitable contribution reporting forms to the Kingsville Police Department.

II.

THAT local elected representatives shall be encouraged to promote, endorse, and support the Boy Scouts of America Venado District in their efforts for the benefit of the community through drug abuse prevention programs.

PASSED AND APPROVED by a majority vote of the City Commission on the 28th day of March, 2022.

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #5

City of Kingsville
Police Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: March 11, 2022

SUBJECT: Donation to Boys and Girls Club from Chapter 59 Funds

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Summary:
The police department is in receipt of a request for a donation to Boys and Girls Club.

Background:
I am in receipt of a letter from the Boys and Girls Club soliciting a donation for the Kingsville, Texas program. The Boys and Girls Club Program provides anti-drug programs to the youths of the city and the area by providing educational studies opportunities, athletic programs, field trips and other activities with a drug-free message that have a positive impact on the children of Kingsville. This is taught as part of the SMART Moves (Skills Mastery and Resilience Training) curriculum. We here at the City of Kingsville Police Department have a longstanding relationship with the Boys and Girls Club and would like to assist them.

Financial Impact:
Donation in the amount of **$5,000.00** to assist Boys and Girls Club with our mission to help young people to stay drug free and succeed.

Recommendation:
We request that our request be granted for our donation in the amount of $5,000.00

APPLICATION FOR CHAPTER 59 DONATIONS 2022

City of Kingsville – Police Department

1. **APPLICANT'S**
   NAME **John Perez**
   ADDRESS **1238 E. Kenedy, Kingsville, TX** **PHONE 361-592-2100**

2. **ORGANIZATION'S**
   NAME **Boys & Girls Club of Kingsville**
   ADDRESS 1238 E. Kenedy, Kingsville, TX **PHONE 361-592-2100**

3. **NARRATIVE:** The goal is to allow Preteens and Teenagers to take part in an all new Summer Recreation Learning Program and to provide evidence based curriculum that will help them take on today's challenges.

Boys & Girls Club of Kingsville – Summer Recreation – Memorial Site for Preteens and Teenagers.

Boys and Girls Club of Kingsville continues to provide daily services for youth in Kleberg County and with our persistence of reaching more youth, it remains our primary vision to assist all the youth of Kingsville and surrounding areas. We have been nonstop to assist our youth in today's challenges they face and we will not stop being the avenue to our youth reaching bright futures.

Our goal at this point is to reach more pre-teens and teenagers and to provide an alternate option for them to attend a positive mentoring program instead of seeking support elsewhere. Our records show that our teenagers are struggling with experimenting with alcohol, tobacco and other drugs and we want to help fill this challenging gap. Evidence shows that our teens are spending more time in the street and do not have another option or place to attend as parent or parents remain at work during the daytime. We feel that our evidence based program would help our youth make better decisions and continue to seek out bright futures.

SMART MOVES – Skills, mastery and resistance training is our curriculum that covers many areas that could help out pre-teens and teenagers defeat the challenges they face today.
We would like to continue to assist the youth of our community and we desperately need your help. We now have extended our services to Memorial Middle school site where we will assist youth on a daily basis in hopes of building great futures.

The Boys and Girls Club of Kingsville is asking for your support to assist us in helping the youth of our community. We are asking for the support in the amount of $7,000 to help youth attend our daily programs. Please consider this community investment as we look forward to helping all those in need.

APPROVED: _____

Date: _____

RESOLUTION #2022- _____

A RESOLUTION OF THE CITY OF KINGSVILLE AUTHORIZING THE RELEASE OF CHAPTER 59 FUNDS OF THE KINGSVILLE POLICE DEPARTMENT FOR DONATION TO THE BOYS & GIRLS CLUB OF KINGSVILLE FOR DRUG AND ALCOHOL PREVENTION PROGRAMS.

WHEREAS, the Texas Code of Criminal Procedure, Article 59.06(h) allows for the release of Chapter 59 funds for nonprofit programs for the prevention of drug abuse;

WHEREAS, the Boys & Girls Club of Kingsville is a non-profit organization that provides anti-drug programs (including the Project Learn and the SMARTMoves programs which will assist in the prevention of alcohol, tobacco, and other drugs) to the youths of the city and the area by providing educational study opportunities, athletic programs, field trips and other activities with a drug-free message that have a positive impact on the children of Kingsville;

NOW, THEREFORE BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT the City Commission authorizes the Kingsville Police Department to assist with a $5,000 donation to the Boys & Girls Club of Kingsville, to help educate young people about living a drug-free and alcohol-free lifestyle. The Boys & Girls Club of Kingsville will submit quarterly charitable contribution reporting forms to the Kingsville Police Department.

II.

THAT local elected representatives shall be encouraged to promote, endorse, and support the Boys & Girls Club of Kingsville in their efforts for the benefit of the community through drug abuse prevention programs.

PASSED AND APPROVED by a majority vote of the City Commission on the 28th day of March, 2022.

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #6

CITY OF KINGSVILLE

P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

Date: March 14, 2022

To: City Commission via City Manager Mark McLaughlin

CC: Courtney Alvarez, City Attorney and Mary Valenzuela, City Secretary

From: Alicia Tijerina, Downtown Manager

Summary: The City of Kingsville was re-certified as a Texas Main Street City in 2011 and has participated in the program every year since. Each year the City enters into a contract with the Texas Historical Commission (THC) for continued participation in the program and pays an annual participation fee. It is time to renew Kingsville's annual commitment to the program.

Background: The mission of the Texas Main Street Program is "to provide technical expertise, resources and support for Texas communities in the preservation and revitalization of historic downtowns and commercial neighborhood districts" Local Main Street programs focus on responsibly utilizing a community's historic assets for economic benefit and increased quality of life.

Texas Main Street has a staff of eight dedicated solely to serving the 90 communities that currently participate in the program. These staff members provide a variety of specialized services in the areas of localized economic development; professional design services (architect, project designers); program capacity building and maintenance; planning and small business assistance. In addition, the Texas Historical Commission provides Main Street Managers and Main Street Board members free training opportunities throughout the year. These services come at no cost beyond the program's annual participation fee. Being a Main Street community also opens us up to special grant opportunities.

Financial Impact: The 2022 annual fee for participation in the Texas Main Street Program is $535. The funding will come from Membership & Dues Tourism Fund already budgeted.

Recommendation: It is recommended that the City continue to participate in the Texas Main Street Program.

RESOLUTION NO. 2022- _____

A RESOLUTION AUTHORIZING THE CITY OF KINGSVILLE TO CONTINUE PARTICIPATION IN THE TEXAS MAIN STREET PROGRAM, AUTHORIZING THE MAYOR TO EXECUTE THE TEXAS MAIN STREET LOCALLY DESIGNATED PROGRAM 2022 CONTRACT, AND DESIGNATING DOWNTOWN MANAGER ALICIA TIJERINA AS THE MAIN STREET PROGRAM MANAGER FOR THE CITY OF KINGSVILLE TO COORDINATE PROGRAM ACTIVITIES.

WHEREAS: The Texas Main Street Program of the Texas Historical Commission has been created to assist small cities to develop a public/private effort to revitalize their "Main Street" area, and Kingsville was selected in 2011 to participate in the Texas Main Street Program, has participated since then, and would like to continue to participate in 2022; and,

WHEREAS: The City of Kingsville desires to maintain its designation as a Texas Main Street to assist with the improvement and revitalization of our downtown area; and,

WHEREAS: The Mayor needs to execute the Texas Main Street Locally Designated Program 2022 Contract on behalf of the City to continue participation in this program, as well as the Trademark Sublicense Agreement; and,

WHEREAS: The City of Kingsville has hired Alicia Tijerina as the Downtown Manager to assist the City with overseeing the "Main Street" area and the Texas Main Street Program.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS:

SECTION 1. That the City of Kingsville will continue participation in the 2022 Main Street Program with the specific goal of revitalizing the central business district within the context of the preservation and rehabilitation of its historic buildings.

SECTION 2. That the City of Kingsville will provide an adequate budget to employ a full-time Main Street Program Manager for a minimum of three years from its original designation date in 2011, which it has done, and provide funds for the training of the Main Street Program Manager and the operating expenses of the program.

SECTION 3. That the Mayor be authorized to execute the Texas Main Street Locally Designated Program 2022 Contract on behalf of the City of Kingsville as well as the Trademark Sublicense Agreement.

SECTION 4. That Alicia Tijerina, the City's Downtown Manager, be designated to supervise the Main Street Manager activities.

SECTION 5. That this Resolution shall be and become effective on or after adoption.

PASSED, APPROVED, AND ADOPTED by a majority vote of the City Commission this 28th day of March, 2022.

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

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TEXAS HISTORICAL COMMISSION

Texas Main Street Locally Designated Program
2022 Contract

I. PARTIES TO THE CONTRACT

This contract and agreement concerning **Kingsville Main Street Program ("Agreement")** is entered into between the **City of Kingsville** (hereinafter referred to as **"Participant"**) and the **Texas Historical Commission** (hereinafter referred to as **"THC"**). **Kingsville Main Street Program** (hereinafter referred to as **"Local Program"**) is part of a larger program within the **Texas Main Street Program** (hereinafter referred to as **"TMSP"**), as defined in 13 TAC sec. 19.3(1), wherein the Participant qualifies as a **Texas Main Street Small City,** as defined in 13 TAC sec. 19.3. The purpose of the Local Program is to assist Participant with the development, revitalization, restoration, and preservation of its historic downtown or commercial neighborhood districts in accordance with the national Main Street Approach. This Agreement shall be governed by Texas Government Code, Section 442.014, and Texas Administrative Code, Title 13, Part 2, Chapter 19.

II. NATIONAL MAIN STREET CENTER BRAND AND NETWORK

This Agreement constitutes a designation of Participant as an official Texas Main Street City (as defined in 13 TAC sec. 19.3(2)) and allows the use of the National Main Street Center, Inc. brand, including MAIN STREET AMERICA™ controlled by National Main Street Center, Inc. 53 West Jackson Blvd., Suite 350 Chicago IL 60604. If Participant's participation in the TMSP ceases, Participant may no longer use the term 'Main Street' to describe its local development, restoration, and preservation program; nor utilize or display the trademarks or branding of the National Main Street Center, Inc. The designation as a Texas Main Street City allows for full participation in the TMSP network, which includes eligibility to receive Texas Main Street publications and participate in Texas Main Street networking opportunities. Designated Texas Main Street Cities, such as Participant, shall execute and submit to the TMSP office the National Main Street Center's Trademark Sublicense Agreement ("TM Sublicense Agreement"), which grants the right to use the registered trademark, logos and brand of National Main Street Center's membership program - MAIN STREET AMERICA™. Participant hereby agrees to, and shall comply with, all terms and conditions of the TM Sublicense Agreement, which is attached hereto as Exhibit A, and incorporated herein by reference. Additionally, Participant acknowledges and agrees that in the event National Main Street Center develops and/or releases an updated TM Sublicense Agreement ("Updated TM Sublicense Agreement") during the Term of this Agreement, Participant shall be required to execute, and comply with, the Updated TM Sublicense Agreement or otherwise be subjected to termination pursuant to the terms of VII. (B) below. In the event National Main Street Center develops and/or releases an Updated TM Sublicense Agreement, THC will provide Participant with sixty (60) days' notice for Participant to consider, prepare and execute an updated Sublicense Agreement. Furthermore, the parties acknowledge and agree that the execution of such Updated TM Sublicense Agreement shall not require amendment of this Agreement and shall become part of this Agreement upon its execution. In the event of conflict between multiple TM Sublicense Agreements, the most recently executed version shall control.

III. RESPONSIBILITIES OF THE PARTICIPANT AND LOCAL PROGRAM

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A. Staffing.

In operation of the Local Program, Participant shall employ a full-time paid program manager who will attend at least two professional development segments annually as outlined in subsection B below. If necessary, a Texas Main Street Small City may, after the first three years of participating in the TMSP, permit the program manager position to also perform specific economic development, tourism, and other relevant duties while remaining as a full-time paid program manager. For the purposes of this Agreement, full-time employment means that the program manager works at least forty (40) hours per week dedicated toward the Local Program and downtown revitalization. Employees of the Participant shall be subject to the sole control and direction of the Participant. Participant shall move forward in an efficient manner to fill a program manager vacancy and the THC's State Coordinator shall be kept apprised of progress in filling vacancies. A Texas Main Street Urban City (as defined by 13 TAC 19.3(4)) shall additionally employ a full-time assistant program manager who shall also participate in the professional development under subsection B below.

B. Professional development.

The program manager will attend two professional development opportunities in their entirety per year from the list below:

1. Real Places Conference of the Texas Historical Commission.
2. TMSP Basic Training. Required orientation for new program managers.
3. TMSP Summer Professional Development for all program managers.
4. Texas Downtown Association/Texas Main Street Annual Conference.
5. National Main Street Now Conference.
6. PastForward Conference of the National Trust for Historic Preservation.
7. Texas Downtown Association Roundtables
8. Workshops, certification programs, and webinars of the THC or MAIN STREET AMERICA™.

Experienced program managers, as determined by THC, may substitute non-Main Street specific, relevant professional development for one of the above events with prior approval of THC. New managers shall attend the TMSP Basic Training, listed second on the list above, within their first year of employment. If there is an assistant Main Street employee in addition to the program manager/s referenced above, that person should also attend at least one segment of Main Street professional development annually.

If a replacement program manager is hired who has not previously attended TMSP Basic Training or does not have a background in Main Street, as determined by THC, the manager is required to attend one series of Basic Training/Professional Development. A $500 stipend shall be charged to Participant for the training series required under these circumstances.

To help ensure an effectively-functioning local program, local program boards/volunteers are encouraged to attend TMSP educational opportunities or to contact TMSP for on-site training. No stipend is charged for their participation.

C. Commitment.

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Participant agrees to carry out their Local Program work according to the Main Street Approach as promulgated by the National Main Street Center and displayed at https://www.mainstreet.org/mainstreetamerica/theapproach. Participant agrees to incorporate into their Local Program work, the following Main Street Community Accreditation Standards:

1. Broad-based Community Commitment
2. Leadership & Organizational Capacity
3. Diverse and Sustainable Funding
4. Strategy-Driven Programming
5. Preservation-Based Economic Development
6. Demonstrated Impact & Result

D. Reporting.

To measure progress, Participant shall track statistics such as reinvestment and job/business creation along with a quarterly activity report and submit them to the TMSP office by the 10th of the month following the end of each calendar quarter. Even if there has not been reinvestment activity in a quarter, Participant shall still submit a report noting such. Additionally, Participant shall submit an annual accreditation report that includes an evaluation of the Local Program implementation of the Main Street Community Accreditation Standards outlined in Section III. C above for the previous calendar year.

E. Probation.

Participant agrees that their Local Program may be placed on probation, which may result in the suspension of TMSP services or possible removal from the TMSP, for any of the following reasons:

1. Failure to submit an annual accreditation report pursuant to Section III. D above;
2. Failure to achieve accreditation objectives more than two (2) consecutive years;
3. Failure to submit activity reports for more than two (2) consecutive quarters;
4. Failure to submit reinvestment reports for more than two (2) consecutive quarters;
5. Failure to adequately staff or fund the program
6. Failure to abide by this Agreement.

THC shall notify Participant in writing prior to implementing probation in accordance with Texas Administrative Code, Title 13, Part 2, Chapter 19. In the case of probation, Participant will work with the THC's State Coordinator or delegate to overcome any deficiencies. THC may terminate the Local Program's participation in the TMSP if Participant fails to remediate identified deficiencies within a reasonable time. No fees will be refunded in cases of probation and any outstanding fees under this Agreement will remain due. During probationary status, the stipulations called for in sections III and IV of this Agreement may be temporarily altered or suspended upon THC's discretion.

F. National Main Street America ™ membership.

Participant shall budget for and maintain membership in the National Main Street Center.

IV. SERVICES TO BE PERFORMED BY TMSP

A. On-site visits and technical expertise.

TMSP services are available to designated Texas Main Street Cities in good standing, including those provided through site visits to address design/planning, economic development and organizational/program capacity issues. Services may include, but are not limited to: downtown economic development assistance, façade renderings/technical reports, planning, preservation and historic building expertise by licensed architects and other design professionals; business development and funding advice, program manager and board training, program capacity-building, and strategic planning.

B. Securing a Main Street Manager.

Should a replacement program manager be needed, the TMSP office can assist with elements of the hiring process, including creating job descriptions, job posting and interviewing. Upon Participant's request, the TMSP office will assist in the hiring process; however, the responsibility for selection, salary, employment and employee-related legal matters will remain with Participant. Participant is responsible for, and shall hold THC and TMSP harmless from, all acts and omissions of its managers and all of its employees, agents, representatives, contractors and/or subcontractors.

V. GENERAL TERMS AND RESPONSIBILITIES.

A. Confidentiality and Public Information Act.

Notwithstanding any provisions of this Agreement to the contrary, Participant and THC will comply with the Texas Public Information Act, Texas Government Code, Chapter 552, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. THC and Participant agree to notify each other in writing within a reasonable time from receipt of a request for information related to Participant's work under this Agreement. Participant and THC will cooperate in the production of documents responsive to the request. Participant will notify THC within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing the Agreement. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Subject to the Texas Public Information Act, Participant agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Agreement, including information which discloses confidential personal information.

B. Dispute Resolution.

The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used by THC and Participant to resolve any dispute arising under the Agreement.

If Participant's claim for breach of Agreement cannot be resolved in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, Participant shall submit written notice, as required by Chapter 2260, to

the individual identified in the Agreement for receipt of notices. Compliance by Participant with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 is Participant's sole and exclusive process for seeking a remedy for an alleged breach of Agreement by THC if the parties are unable to resolve their disputes as described above.

Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Agreement by Participant and THC nor any other conduct of any representative of the Participant or THC relating to the Agreement shall be considered a waiver of sovereign immunity to suit by THC or any governmental immunity to which Participant is otherwise entitled under Texas law.

C. Indemnification.

TO THE EXTENT ALLOWABLE BY LAW, PARTICIPANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PARTICIPANT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT AND THE TM SUBLICENSE AGREEMENT AND/OR UPDATED TM SUBLICENSE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY PARTICIPANT WITH THE OFFICE OF THE ATTORNEY GENERAL ("OAG") WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PARTICIPANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. PARTICIPANT AND THC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

TO THE EXTENT ALLOWABLE BY LAW, PARTICIPANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, THC AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF PARTICIPANT PURSUANT TO THIS AGREEMENT AND/OR UPDATED TM SUBLICENSE AGREEMENT. PARTICIPANT AND THC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PARTICIPANT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PARTICIPANT WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND

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PARTICIPANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG.

D. Independent Contractor.

Participant or Participant's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing goods or services. Participant or Participant's employees, representatives, agents and any subcontractors shall not be employees of THC. Should Participant subcontract any of the services required in this Agreement, Participant expressly understands and acknowledges that in entering into such subcontract(s), THC is in no manner liable to any subcontractor(s) of Participant. In no event shall this provision relieve Participant of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Agreement and the TM Sublicense Agreement or Updated TM Sublicense Agreement.

E. Ownership of Intellectual Property.

For the purposes of this Agreement, the term "Work Product" is defined as all reports, analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, knowledge, know-how, ideas, improvements, plans, advice, research, materials, intellectual property or other property developed, produced, or generated in part or in full by THC and/or in cooperation with Participant, in connection with this Agreement. Work Product specifically excludes pre-existing material owned by Participant, or material developed during the Term of this Agreement independently and exclusively by Participant without any THC involvement or contribution, and that does not include or incorporate any Work Product or Work Product components ("Independent Participant Material"). All Work Product generated pursuant to this Agreement is made the exclusive property of THC. All right, title and interest in and to said Work Product shall vest in THC upon creation and shall be deemed to be, and is expressly intended by the parties to be, a work made for hire and made in the course of the services rendered pursuant to this Agreement. To the extent that title to any such Work Product may not, by operation of law, vest in THC, or such Work Product may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to THC. THC shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the Work Product subject matter, and any extensions and renewals thereof.

Furthermore, if and to the extent THC provides Participant any Work Product and/or other property owned by THC ("THC Property") to assist Participant to further the Local Program and the purpose of this Agreement, THC hereby grants Participant, commencing upon the date that Participant is designated as a Texas Main Street City, a nonexclusive, revocable, worldwide, fully paid, royalty-free, license, for the Term of this Agreement while Participant remains designated as a Texas Main Street City, to reproduce, modify, distribute, publicly perform, publicly display and use the THC Property only to the extent such use is in furtherance of the Local Program. To the extent Participant provides any Independent Participant Material to THC in connection with this Agreement, Participant hereby grants THC, and THC accepts, a nonexclusive, perpetual, irrevocable, worldwide, fully paid, royalty-free license to use, reproduce, copy, modify distribute, publicly perform, publicly display, store, post on the Internet and creative derivative works of such Independent

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Participant Material, and to sublicense and transfer such Independent Participant Material to third parties to use in accordance with these license terms for THC purposes.

F. State Auditor.

In addition to and without limitation on the other audit provisions of this Agreement, and to the extent applicable, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of Participant or any other entity or person receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by Participant or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, Participant or other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. Participant further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Participant shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Participant and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Participant related to this Agreement.

G. Assignment.

Participant may not assign this Agreement, in whole or in part, and may not assign any right or duty required under it, without the prior written consent of THC. Any attempted assignment in violation of this provision is void and without effect.

VI. CONTRACT AMOUNT

In accordance with Texas Government Code, sec.442.014(d) and 13 TAC sec.19.5(d), Participant shall pay THC a fee in the amount of **$535.00** to defray cost of staff time and expenses for services provided under the Local Program. THC shall invoice for the fee and Participant shall tender payment within 60 days.

VII. TERM and TERMINATION

A. Term.

This Agreement begins upon the latest date the Agreement becomes fully executed by individuals who have the authority to bind the party on whose behalf he or she is signing ("Effective Date") and shall expire on December 31, 2022 unless terminated at an earlier date pursuant to subsection B below.

B. Termination.

1. Either party shall have a right to terminate all performances to be rendered under this Agreement by notifying the other party in writing at least ten (10) days in advance of the termination date.
2. In the event Participant refuses or fails to execute any Updated TM Sublicense Agreement pursuant to the terms of Section II. above within sixty (60) days of receipt thereof, THC shall have the right to immediately terminate this Agreement by written notice to the Participant.
3. Upon termination of this Agreement under subsections 1 and 2 above, Participant will no longer be designated as an official Texas Main Street City (as defined in 13 TAC sec. 19.3(2)), and will no longer be allowed the use of any Work Product or THC Property, as defined herein, or the registered trademark, logos and brand of National Main Street Center's membership program MAIN STREET AMERICA™. In such event, Participant agrees to return to THC any Work Product and THC Property in its possession.
4. No funds paid under Section VI. Above shall be refunded in any case of termination.

VIII. CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement shall be in writing and signed by both parties.

IX. APPLICABLE LAW AND VENUE; NO WAIVER; SEVERABILITY

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas.

Nothing in this Agreement shall be construed as a waiver of THC's sovereign immunity or any governmental immunity to which Participant is entitled under Texas law. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Participant, THC or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Participant, THC or the State of Texas under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

X. PROHIBITED FOREIGN BUSINESSES

In accordance with Texas Government Code, Chapter 2252, Subchapter F, Participant hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 806.051 (companies with business operations in Sudan), 807.051 (companies with business operations in Iran), or 2252.153 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively

declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.

XI. FORCE MAJEURE

THC shall not be responsible for performance under this Agreement should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of THC.

Participant shall not be liable to THC for non-performance or delay in performance of a requirement under this Agreement if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of Participant, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

In the event of an occurrence under the above paragraph, Participant will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and Participant continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Participant shall immediately notify the THC's State Coordinator by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

XII. NOTICES.

Any notices and/or documents required hereunder shall be deemed to have been duly provided if in writing and delivered personally or by pre-paid guaranteed overnight delivery service, or sent postage prepaid by United States certified mail, return receipt requested. Any such notice shall be effective on the date of delivery if delivered personally, on the next business day following delivery to the guaranteed overnight delivery service if the notice was so delivered and the charges were prepaid, or on the date the recipient signed for the notice if sent by certified mail.

Notices shall be addressed as follows, or at such other address as any party hereto shall notify the other of in writing:

If to THC.:
Texas Historical Commission
P.O. Box 12276
Austin, TX 78711

If to Participant:

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City of Kingsville
P.O. Box 1458
Kingsville, TX 78364

THE UNDERSIGNED PARTIES BIND THEMSELVES TO THE FAITHFUL PERFORMANCE OF THIS AGREEMENT.

_____ Date: _____

Authorized Signature
(City Manager, Mayor, or Board Chair)

Signer title: Mayor

Signer printed name: Sam R. Fugate

Signer address: 400 W. King Ave., Kingsville, TX 78363

Signer phone: (361) 595-8002

_____ Date: _____

Amy Hammons, State Coordinator
Texas Main Street Program
P.O. Box 12276 Austin, TX 78711
512-463-5758 amy.hammons@thc.texas.gov

_____ Date: _____

Mark Wolfe, Executive Director
Texas Historical Commission
P.O. Box 12276 Austin, TX 78711
512-463-6100

Exhibit A

TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement ("Sublicense Agreement") is entered into between Texas Historical Commission ("**Coordinating Program**") and City of Kingsville ("**Sublicensee**"), effective as of the last date written below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

A. The National Main Street Center, Inc. ("NMSC") operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program Membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts. Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU).

B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the Coordinating Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Accredited level. Sublicensee is also located within the Coordinating Program's geographic service area. Therefore, Sublicensee has the opportunity to enter into this Trademark License Agreement, which grants certain rights to use the NMSC's name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described below.

D. The NMSC's parent entity, the National Trust for Historic Preservation ("National Trust"), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and CoordinatingProgram have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

Mark	U.S. Registration Number
MAIN STREET	Reg. Nos. 3,365,568 and 2,057,207
NATIONAL MAIN STREET CENTER	Reg. No. 2,013,837

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to in Section 2.A.1 below, the NATIONAL MAIN STREET CENTER logo referred to in Section 2.A.ii below are referred to herein as the "Trademarks."

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee's use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the benefit to the Coordinating Program and NMSC from association with high-performing Local Programs.

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2. Grant of Sub-License.

A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

i. **MAIN STREET AMERICA™ word and logo marks**. The Sublicensee's rights to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo are limited to Sublicensees which are members in good standing at the Accredited membership level of the MAIN STREET AMERICA™ program:

For use by Local Programs who are Designated Members at the Accredited Level:

MAIN STREET AMERICA™
Accredited

As a Main Street America™ Accredited program, INSERT NAME HERE is a recognized leading program among the national network of more than 1,200 neighborhoods and communities who share both a commitment to creating high-quality places and to building stronger communities through preservation-based economic development. All Main Street America™ Accredited programs meet a set of National Accreditation Standards of Performance as outlined by the National Main Street Center.

ii. **NATIONAL MAIN STREET CENTER® word and logo marks**. The Sublicensee's right to use the NATIONAL MAIN STREET CENTER word mark and the following NATIONAL MAIN STREET CENTER logo solely and exclusively to indicate its association with the National Main Street Center:

National Main Street Center
a subsidiary of the National Trust for Historic Preservation

iii. **MAIN STREET® word mark**. The Sublicensee's right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Licensee (e.g. "Main Street Iowa"), in connection with commercial district revitalization and related consultation, education, and training.

3. Scope of and Limitations on Use. Use of the Trademarks by the Sublicensee will be subject to the following limitations:

A. Sublicensee must display the Accredited level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee

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must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logos by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee's organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g., website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER logo by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark License Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or "National Trust for Historic Preservation." Sublicensee will not state or imply that it owns any such trademarks.

F. The Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the ® symbol and the ™ symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

4. Term. This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Sections 5 or 10, will be effective through December 31, 2022, at which time it may be renewed by mutual written agreement of the parties hereto.

5. Conditions. This Sublicense Agreement between Coordinating Program and Sublicensee is conditioned upon Sublicensee having an active MAIN STREET AMERICA membership at the Accredited level with NMSC. The requirements of this membership are currently available at: http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU, and are incorporated herein by reference.

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC's and the National Trust's rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair

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the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.

7. Good will and promotional value. Sublicensee recognizes and acknowledges the value of good will associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. Non-assignment. This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

9. Compliance Verification. It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the Coordinating Program. If the Coordinating Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the Coordinating Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the Coordinating Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

10. Termination.

A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Accredited Local Programs. Such termination will be effective thirty (30) days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) day period.

B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines: (i) that sublicensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust for Historic Preservation, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes, or fails to renew the NMSC's rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program's rights to use, license or sublicense the Trademarks.

C. Upon the expiration or early termination of this Agreement, the Sublicensee will discontinue use of the Trademarks and will destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

11. Governing Law. This Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.

12. Annual Report, Notices, Other Communication. Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks

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licensed under this agreement were used during the year. Such samples shall be submitted within ten business days of receipt of a written request from the Coordinating Program or NMSC.

13. Notices. Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

To Coordinating Program:

Name: Texas Historical Commission
Address: PO Box 12276
Austin, TX 78711-2276
Phone: 512-463-5758
Email: debra.drescher@thc.texas.gov

To Sublicensee:

Name: City of Kingsville
Address: P.O. Box 1458
Kingsville, TX 78364
Phone: (361) 595-8002
Email: mmclaughlin@cityofkingsville.com

14. Successors. This Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

15. Modification. No amendment or modification of the terms or conditions of this License Agreement will be valid unless in writing and signed by both parties.

16. Waiver. The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Sublicense Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

17. Severability. If any provision of this Sublicense Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

18. Entire Agreement. This Sublicense Agreement is the entire agreement between the parties with respect to the matters referred to herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.

Coordinating Program **Sublicensee**

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By: _____
Name, Title

Date: _____

By: _____
Name, Title Mayor, Sam R. Fugate

Date: _____

DocuSign Envelope ID: 49460958-474F-466F-83D1-8599F32B07B3

TEXAS HISTORICAL COMMISSION
REAL PLACES TELLING REAL STORIES

INVOICE

January 28, 2022

Alicia Tijerina
Kingsville Main Street Program
410 W King Avenue
Kingsville, TX 78363

Texas Main Street City participation for 2022

2022 Contract for Services	$ 535
Total due within 60 days:	**$ 535**

Please make check payable to: Texas Historical Commission

Remit to: Texas Main Street Program
P. O. Box 12276
Austin, TX 78711-2276

Please call Kimberly Klein at 512.463.6092 with any questions.

REGULAR AGENDA

AGENDA ITEM #7

AGENDA ITEM #8

ORDINANCE NO. 2022-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER VII, ARTICLE 5, TRAFFIC SCHEDULES, SETTING THE SPEED LIMIT ON CERTAIN AREAS OF US HIGHWAY 77 BY-PASS SERVICE/FRONTAGE ROAD DURING CONSTRUCTION; PROVIDING FOR APPROPRIATE PENALTIES, FINES, AND FEES REGARDING THE REGULATION THEREOF; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the City Commission of the City of Kingsville has serious concerns about the proposed construction zone speed limit on the US 77 By-Pass service/frontage road from General Cavazos Blvd. to the southern city limits, which is currently proposed for 55 miles per hour; and

WHEREAS, numerous citizens who live in that area have spoken during public comments at city commission meetings and signed a petition requesting the speed limit on the service/ frontage road from General Cavazos Blvd. to the southern city limits be at a limit of no greater than 45 miles per hour due to concerns about safe ingress and egress from that roadway and their properties; and

WHEREAS, the roadway in question is owned by the Texas Department of Transportation (TxDOT) who advises the plan to switch southbound traffic to the feeder road is close as they are nearing completion of construction of the feeder road, but as it is not done no traffic or speed study could be performed on it yet; and

WHEREAS, TxDOT is responsible for the construction, maintenance, and traffic control on the roadway in question; and

WHEREAS, TxDOT has not yet officially advised the City what the speed limit for the access road will be requested to be set at, since they road is not sufficiently complete to allow for that part of the process to occur yet; and

WHEREAS, this Ordinance is necessary to protect the public safety, health, and welfare of the City of Kingsville.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS:

I.

THAT Schedule I of Article 5: Traffic Schedules of Chapter VII, Traffic Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

§ 7-5 SCHEDULE I: SPEED LIMITS.

...

(B) U.S. and State Highways.

Street	Location	Speed	Ord. No.	Date Passed
...				
U.S. Highway No. 77 By-Pass (Southbound)	Beginning at the north city limit to a point 2.372 miles south of the north city limit	55 mph	89016	5-19-89
U.S. Highway No. 77 By-Pass (Southbound)	From a point 2.372 miles south of the north city limit to a point 2.805 miles south of the north city limit	45 mph	89016	5-19-89
U.S. Highway No. 77 By-Pass (Southbound)	From a point 2.805 miles south of the north city limit to the south city limit	55 mph	89016	5-19-89
U.S. Highway No. 77 By-Pass (Southbound)	From 0.7 miles north of FM 1898 to 0.5 miles south of FM 2045	55 mph	2003-27	10-6-03
U.S. Highway No. 77 By-Pass (Northbound)	Beginning at the south city limit to the north city limit	45 mph	89016	5-19-89
U.S. Highway No. 77 By-Pass (Northbound)	From 0.7 miles north of FM 1898 to 0.5 miles south of FM 2045	55 mph	2003-27	10-6-03

U.S. Highway No. 77 By-Pass service/ frontage road (Southbound & Northbound) during construction	Beginning at General Cavazos Blvd. to the southern city limit	?? mph		

...

Penalty, see §1-1-99.

II.

THAT all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

THAT this Ordinance shall be codified and become effective on and after adoption and publication as required by law.

INTRODUCED on this the 28th day of March, 2022.

PASSED AND APPROVED on this the 11th day of April, 2022.

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #9

For information on Condemnation of 326 E. Lee

See backup information for Public Hearing #1

AGENDA ITEM #10

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8093

MEMO

Date: March 21, 2022

To: City Commission

From: Nicholas Daniels (Building Official)

Subject: **Budget Amendment to Expend Funds for Demolitions of Unsafe Structures by Code Enforcement.**

Summary: Additional funds are needed to cover the cost of the demolition of unsafe structures this fiscal year.

Background: As of 03/21/2022 there is currently a balance of $3,729.00 remaining. There are currently 3 outstanding purchase orders with CC Disposal that will need to be reconciled with this account. These outstanding orders are for the demos that were completed at 1205 East King, 923 North 10th and 1247 East Kleberg.

There are structures pending demolition from both the condemnation process and property owner agreements.
1413 E. Kleberg – Property Owner Agreement
216 E. Ella - Property Owner Agreement
1600 E. Ailsie - Property Owner Agreement
326 E. Lee – Commission date 3/28
718 W. Henrietta Rear Structure - Property Owner Agreement
816 S. 2nd – Commission Approved
201 S. HWY 77 - Commission Approved

For the substandard structure at 816 S 2nd due to the nature of the project, that demolition has been sent out to bid with the current bid being $20,000.00. The estimated amount for demolition for the remaining properties is $2,000.00 per structure. Code enforcement is requesting a budget increase of $38,000.00 for Code Compliance – Beautification (demo) account 001-5-1603-34500.

We currently have other property owner agreements in progress that would add to the properties ready for demolition. Each one of the property owner agreements are required to pay half of the cost up front and then the remainder on a 12-month payment schedule.

Fiscal Impact: Increase of $38,000.00 for Code Compliance–Beautification (demo) account 001-5-1603-34500.

Recommendation: Approve the budget amendment so that staff can continue to remove unsafe structures this fiscal year.

ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO EXPEND FUNDS FOR DEMOLITIONS OF UNSAFE STRUCTURES BY CODE ENFORCEMENT.

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2021-2022 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT #20

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001-General Fund					
Expenditures-5					
1603	Code Compliance	Code Compliance-Demo	34502	$38,000.00	

[To amend the City of Kingsville FY 21-22 Budget to expend funds for demolitions of unsafe structures by code enforcement. Funding will come from the unappropriated fund balance of General Fund.]

II.

THAT all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

THAT this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

INTRODUCED on this the 28th day of March 2022.

PASSED AND APPROVED on this the 11th day of April 2022.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #11

City of Kingsville
Legal Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Courtney Alvarez, City Attorney

DATE: March 14, 2022

SUBJECT: 17th Annual Ride on the Wild Side Charity Bike Event

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Summary:

The Noon Lion's Club is seeking the City's sponsorship in the Annual Ride on the Wild Side charity bike tour that occurs partly through the City and the King Ranch on April 30, 2022. This will be the 17th year the City has participated in this event. Proceeds from this charity bike ride benefit the Lion's Disabled Children's Camp in Kerrville, of which Kingsville disabled children directly benefit.

Background:

The Noon Lion's Club requests the City participate by allowing the use of city streets for the tour, providing cones and one police officer to escort the riders as they go through town (if needed), and having an ambulance on stand-by for the event. The City's participation will allow the KCVB to obtain an insurance rider, which is required by the Ranch. The bike route will be well staffed with Noon Lion's Club volunteers and other volunteers as well.

While the April 2020 bike event (which was to be the 17th year of the ride) was approved by the City Commission and the King Ranch, it could not be held due to the start of the COVID pandemic. No event was scheduled for 2021. The Noon Lion's Club would like to start the event up again this year.

The Noon Lion's Club requests the City participate by allowing the use of city streets for the tour, providing cones and one police officer to escort the riders as they go through town (if needed), and having an ambulance on stand-by for the event. The City's participation will allow

the KCVB to obtain an insurance rider, which is required by the Ranch. The bike route will be well staffed with Noon Lion's Club volunteers and other volunteers as well. Proceeds from this charity bike ride benefit the Lion's Disabled Children's Camp in Kerrville, of which Kingsville children directly benefit.

Also, as was done previously, the King Ranch is requesting the City execute the attached Permission and Indemnity Agreement for this year's bike ride as well.

Financial Impact: None.

Recommendation: Authorize participation in the event and approve execution of the Indemnity Agreement with the King Ranch.

RESOLUTION # 2022-_____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE PERMISSION AND INDEMNITY AGREEMENT WITH THE KING RANCH, INC. FOR THE 17TH ANNUAL RIDE ON THE WILD SIDE CHARITY BIKE EVENT; REPEALING ALL CONFLICTING RESOLUTIONS.

WHEREAS, the City of Kingsville ("City") has previously participated in the Noon Lion's Club charity bike ride called the Ride on the Wild Side whose proceeds assist with sending local disabled children to the Lion's Disabled Children's Camp in Kerrville, Texas in the summer;

WHEREAS, the Noon Lion's Club is seeking the City's sponsorship in the 17th Annual Ride on the Wild Side charity bike tour through the King Ranch on April 30, 2022 by allowing the use of city streets for the ride, providing cones and one police officer to escort the riders as they go through town (if needed), and having an ambulance on stand-by for the event;

WHEREAS, part of the bike ride goes through the King Ranch, the Ranch requires a Permission and Indemnity Agreement be executed between the City and the Ranch each year;

WHEREAS, the 17th Annual Ride on the Wild Side charity bike was originally scheduled for April 25, 2020 and had received approval from the City and the Ranch but had to be cancelled due to the COVID pandemic and no event was held in 2021, they would like to start the event again this year;

WHEREAS, the King Ranch is requesting the City execute the attached Permission and Indemnity Agreement for this year's bike ride as well;

WHEREAS, the bike ride is also a popular tourist attraction bringing visitors to the City;

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT the City Commission of the City of Kingsville authorizes the Mayor to execute on behalf of the City the Permission and Indemnity Agreement between the City of Kingsville and the King Ranch, Inc., a copy of which is attached hereto, for the 17th Annual Ride on the Wild Side Charity Bike event.

II.

THAT all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

III.

THAT this Resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the 28th day of March, 2022.

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

PERMISSION AND INDEMNITY AGREEMENT

In consideration for King Ranch, Inc.'s permission (evidenced by its execution below) for a portion of the Ride On The Wild Side Charity Bike Ride (or similarly named event) ["Bike Ride"] (with participation/sponsorship by the Kingsville Noon Lions Club & the City of Kingsville) to be held on the premises of King Ranch, Inc. in or about April 30th of 2022, the sufficiency and adequacy of which consideration is hereby acknowledged, the City of Kingsville, Texas, hereby unconditionally and irrevocably agrees to defend, indemnify and hold harmless King Ranch, Inc., its directors, employees, shareholders and agents from and against any and all claims based on, or arising out of, personal injury (including death) to, and/or property damage of, any of the participants, support personnel or other individuals participating in, observing as by-stander of, or providing organizational or other support or safety services for, the above Bike Ride, including the arrival to or departure from the above Bike Ride and all other ancillary and related activities related to the Bike Ride. **The foregoing defense, indemnity and holding harmless shall apply in full force and effect despite any sole, joint or concurrent negligence, strict liability or other fault of any of the above indemnified persons.**

At least 30 days prior to the Bike Ride, the City of Kingsville shall provide a certificate of insurance to King Ranch, Inc. in a form and from an insurer acceptable to King Ranch, Inc. showing contractual indemnity insurance coverage in the amount of at least $5,000,000 per claim or occurrence for general liability, automobile liability and law enforcement liability, to cover this contractual indemnity agreement. Such certificate shall require the insurer to provide King Ranch, Inc. at least 30 days prior written notice of any change, deletion or expiration to such coverage and terms and such insurance and certificate shall indicate that such coverage for the contractual indemnitees is primary and shall respond without contribution from any other insurance of such indemnitees.

The Bike Ride's sponsors shall obtain and provide King Ranch, Inc. waivers of liability, on forms approved by King Ranch, Inc., executed by all Bike Ride participants in the Bike Ride.

Executed this ___ day of _____, 202___.

City of Kingsville, Texas, by:	King Ranch, Inc.
_____	_____
Name	Name
_____	_____
Title	Title

WAIVER & RELEASE

In consideration for my participation in the bicycle tour event known as "A Ride on the Wild Side" which will be held Saturday, April 30, 2022, on King Ranch and areas in and around Kingsville, Texas, I hereby agree to this Waiver and Release. I fully realize the dangers of participating in a bicycle ride and fully assume the risk associated with such participation, including by way of example and not limitation, the following: the danger of collision with pedestrians, vehicles, other riders and fixed and moving objects; the danger rising from surface hazards, equipment failure, inadequate safety equipment, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated athletic cycling participation. I hereby waive, release and discharge for myself, my heirs, executors, administrators, legal representatives, signers, successors in interest any rights and claims which I have or which may hereafter accrue to me against the sponsors of this event, the organizers, and any promoting organizations, property owners (including King Ranch Inc. and its directors, employees, shareholders, and agents), law enforcement agencies, all public entities, special districts, and the Kingsville Noon Lions Club, through or by which the event will be held for any and all claims (**including those caused by the Negligence and Gross Negligence of such released persons**) for all damages arising out of personal injury (including death) or property damage which may be sustained by me directly or indirectly in connection with the event, or travel to or return from the event. I agree it is my sole responsibility to be familiar with the ride and operation of my bicycle so as to neither endanger others or myself. I accept responsibility for the condition and adequacy of the equipment I use to participate in the charity bicycle ride and I will wear an ANSI approved helmet at all times while riding my bicycle during such ride. I have no physical or mental condition which, to my knowledge, would endanger others or myself if I participate in this event. I understand and agree that I will be financially responsible for any loss or damage caused by my actions during the event. I further understand and agree with all the terms and conditions of this Waiver and Release.

I have read and I agree to the stated terms and conditions above.

Signature: _____

Date: _____

Parent or Guardian if under 18:
I have read and agree to the stated terms and conditions above and hereby acknowledge the authorization for my: _____,
Relationship
Name: _____ to participate in this event. I also authorize the medical treatment for any injuries sustained during this bicycle tour on King Ranch and areas in and around Kingsville, Texas.

Signature: _____

Date: _____ Phone: _____

Options to return form:
Complete form online and type name in lieu of signature.
Save and upload this release with registration form.

Scan & Email to:
arotws@gmail.com

Fax to:
(361) 595-7783

AGENDA ITEM #12

Actn Item

March 18, 2022

To: Mark McLaughlin, City Manager

From: Susan Ivy, Director of Parks & Recreation

Re: Request for Agenda Item – Request to accept and record donations from Parks Youth Pony League Sponsors

Summary – We are requesting Commission to accept and record donations received from Kingsville Parks Youth Pony League Team Sponsors.

History - Each year the league solicits team sponsors to assist with the purchase of equipment, uniforms and other league expenses. The Sponsors' names are displayed on the back of each team member and coach's uniform shirt. They are recognized on social media, on a banner at the games and are awarded a plaque of appreciation at closing ceremonies. This year the league has approximately 600 players and 52 teams. Commission recently approved the receipt of $11,600 in sponsorship donations. We have a correction to previous total in the amount of $400 additional dollars received an additional $1100 that we are asking you to approve.

Financial impact – These funds will increase league Donation Revenue by $1,700.00 and the associated budget amendment will allow for the use of the funds to be distributed $1700.00 to 001-5-4514-21100 Supplies.

We ask that you accept and record these donations through the associated agenda item for the budget amendment.

City of Kingsville Donations Girls's League

Name	Company	Donation	Team Sponsor	Receipts #
Jessica Vasquez	Victor's Water Well	300.00 Ck# 198	4u Lil Butterflies	098738
Texas Rides	Texas Rides	Cash 300.00	10 u Stingers	098747
Ricardo Ranch & Feed LLC	Ricardo Ranch & Feed LLC	300.00 Ck#1125	6u Charlies Angels	098748
South Point Rentals	South Point Rentals	300.00 ck# 1003	8u Girls (Pumas)	098752
Third Coast Recovery	Third Coast Recovery	Cash 500.00	4u Lil Chaos	098753
Charlie's Air Conditioning	Charlie's Air Conditioning	300.00 Ck#1105	10u Lil Stars	098755
JSM Welding & Construction	JSM Welding & Construction	300.00Ck#005000	8u Blue Jays	098756
Texas Visiting Nurse Service	Texas Visiting Nurse Service	300.00 Ck# 226540	Lil Hoggies	098757
Hector Rivas	Sixth Street Crossfit	300.00 ck#207	10 u Ball Hogs	098733
Roberson Funeral Home	Roberson Funeral Home	300.00 Ck#10900	12u Ball Hogs	098732
Rocky Dominquez Jr.	Kingdom Mattress & Furniture	300.00 ck#4226	8u Black Mambas	098760
	4J Construction/Lunar Designs	300.00 cash	4u Lil' Vipers	098761
Norma Jean Garza-Govea	The Govea's	300.00 ck#1233	Pink Stallions 6u	098762
Roger Utley	VENTOS POWER PLUS	300.00 w credit card	6u Texas Tornadoes	1001928
R. LOERA TRUCKING	R. LOERA TRUCKING	300.00 CK# 7500	12U ICE BREAKERS	098766
Before & After Construction	Before & After Construction	Cash 300.00	After Shock 6u girls	098771
Texas Community f.c.u	Texas Community F.C.U	Ck# 114169 500.00	Lady Savages 12u	098774
PKM ROOFING SERVICES	PMK ROOKING SERVICES	CASH 300.00	4U LIL PEACHES	098768
NEESSEN CHEV.	NEESSEN CHEV.	CK# 064530 300.00	14 U	098778
	5200.00 Previous Approved			
	$100.00 Correction			
	5300.00			
	+ 500.00 Additional		TOTAL 6,100.00	
	300.00 Before Title			
	$6100.00			

City of Kingsville Donations Boy's League

Name	Company	Donation	Team Sponsor	Receipts #
Lisa & Christopher Sprenger	Cowboys Church	300.00 Ck# 1981	Vaqueros 8 U	Receipt # 098711
Ernesto Lopez	Ernie's Lawn Care	300.00 Ck# 2016	Braves 6U	Receipt # 098712
Briana Polhemus	Polhemus Construction LLC	300.00 Cash	Javelinas 10u	Receipt # 098730
Cesar Silva	S & C Parts Co.	300.00 CK # 9597	Bulls 6 U	Receipt # 098731
Truly Faded Barber Shop	Truly Faded Barber Shop	Cash 100.00	Red Socks 10 u	098758
Tx Heat BBQ	Tx Heat BBQ	Cash 300.00	Pirates 6u	098759
Larry Ochoa	Shortys LLC	300.00 CK# 004627	4u Lil Hooks	Receipt# 098739
Orlando	The Garage Drive Thua	300.00 CK# 001121	10 u Rangers	Receipt# 098740
Sal Garcia	The Cherry Tree Room	300.00 CK# 5852	8u Texas	Receipt# 098741
Deanne Boelter	Deanne Boelter	100.00 CK# 751	No Name	Receipt# 098742
Alfredo Hernandez	Lone Star Barber Shop	100.00 CK# 1807	10 U Blue Angles	Receipt# 098743
On The Spot Appliance Repair	On The Spot Appliance Repair	300.00 CK# 1088	6u Astros	Receipt# 098744
Amy Gonzales	Amy Gonzales Farmers Insurance	300.00CK#1323	4 u Rangers	Receipt# 098746
Christian Pineda	The Law Offices of Christian Pineda	300.00 Ck#105	8u Javelinas	098749
HK Skid Steer Services	HK Skid Steer Services	Cash 300.00	4u Bulls	098750
Amaya Welding	Amaya Welding	300.00Ck#128598	4u Invaders	098751
Lone Star Ranch & Rehabilitation	Lone Star Ranch & Rehabilitation	Cash 300.00	6u Tigers	098754
ROGER UTLEY	VENTOS POWER PLUS	CREDIT CARD 300.00	12U Javelinas	1001928
Ramon Gonzalez	Ramon Gonzalez	Cash 300.00	6u Dodgers	098763
Silva's Construction,LLC	Silva's Construction, LLC	500.00 CK# 1557	Kingsville Brahmas 12 u	098764
G&E Tools and Equipment	G&E Tools and Equipment	300.00ck1027	Lil Hoggie 4 u	098765
DBA DAVID LOPEZ JR. CONSTRUCTION	DBA DAVID LOPES R JR. CONSTRUCTION	CK# 1839 500.00 *	LIL RED SOX	098769
SAM FUGATE	SAM FUGATE	CK#098776 500.00	12 U	098776
EAST FOUNDATION	EAST FOUNDATION	CK#3912 300.00	6U T BALL	098767
		TOTAL	**7,200.00**	

Previous Approved $ 6400.00
Correction 300.00
6700.00
David Lopez 500.00
$ 7200.00

AGENDA ITEM #13

Budget Am

March 18, 2022

To: Mark McLaughlin, City Manager

From: Susan Ivy, Director of Parks & Recreation

Re: Request for Agenda Item – Request to accept and record donations from Parks Youth Pony League Sponsors

Summary – We are requesting Commission to accept and record donations received from Kingsville Parks Youth Pony League Team Sponsors.

History - Each year the league solicits team sponsors to assist with the purchase of equipment, uniforms and other league expenses. The Sponsors' names are displayed on the back of each team member and coach's uniform shirt. They are recognized on social media, on a banner at the games and are awarded a plaque of appreciation at closing ceremonies. This year the league has approximately 600 players and 52 teams. Commission recently approved the receipt of $11,600 in sponsorship donations. We have a correction to previous total in the amount of $400 additional dollars received an additional $1100 that we are asking you to approve.

Financial impact – These funds will increase league Donation Revenue by $1,700.00 and the associated budget amendment will allow for the use of the funds to be distributed $1700.00 to 001-5-4514-21100 Supplies.

We ask that you accept and record these donations through the associated agenda item for the budget amendment.

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Charlie's Air Conditioning	Charlie's Air Conditioning	300.00 Ck#1105	10u Lil Stars	098755
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Norma Jean Garza-Govea	The Govea's	300.00 ck#1233	Pink Stallions 6u	098762
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City of Kingsville Donations Boy's League

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Amy Gonzales	Amy Gonzales Farmers Insurance	300.00CK#1323	4 u Rangers	Receipt# 098746
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SAM FUGATE	SAM FUGATE	CK#098776 500.00	12 U	098776
EAST FOUNDATION	EAST FOUNDATION	CK#3912 300.00	6U T BALL	098767
		TOTAL	**7,200.00**	

Previous Approved $ 6400.00
Correction 300.00
6700.00
David Lopez 500.00
$ 7200.00

ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO ACCEPT AND EXPEND DONATIONS RECEIVED FROM KINGSVILLE PARKS YOUTH PONY LEAGUE TEAM SPONSORS FOR THE PURCHASE OF SUPPLIES.

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2021-2022 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT #22

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
Revenues-4					
4514	League	Softball League Donations	58003	$1,700	
Expenditures-5					
4514	League	Supplies	21100	$1,700	

[To amend the City of Kingsville FY 21-22 Budget to accept and expend donations from Kingsville Parks Youth Pony League Team Sponsors for supplies. Funding will come from the donations received.]

II.

THAT all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

THAT this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

INTRODUCED on this the 28th day of March 2022.

PASSED AND APPROVED on this the 11th day of April 2022.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #14

CITY OF KINGSVILLE



P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

Date: March 18, 2022

To: City Commission via City Manager Mark McLaughlin

CC: Courtney Alvarez, City Attorney and Mary Valenzuela, City Secretary

From: Janine Reyes, Director of Tourism Services/Public Information Officer

Summary: The City of Kingsville City Commission authorized the City Manager to execute a Logo & Brand Guide Development Agreement with ESD and Associates on May 24, 2021. Since that time ESD Associates has been developing a series of logos for City Commission to review. The City Manager has selected two final renditions for Commission to review.

Once adopted, the new logo will be featured on 23 city wayfinding signs, staff business cards and letterhead along with some city vehicles, the Tourism van, trash trucks and on our recently updated website.

Background: One goal set forth in the logo redesign process was to incorporate the city's railroad history, Naval Air Station Kingsville relationship and Texas A&M University-Kingsville relationship along with representation of our King Ranch roots. King Ranch representation has indicated a willingness to allow for incorporation of the Running W into our logo and that is featured in these renditions. King Ranch is currently reviewing the final renditions for approval.

The most recently adopted logo was selected on December 15, 2014.

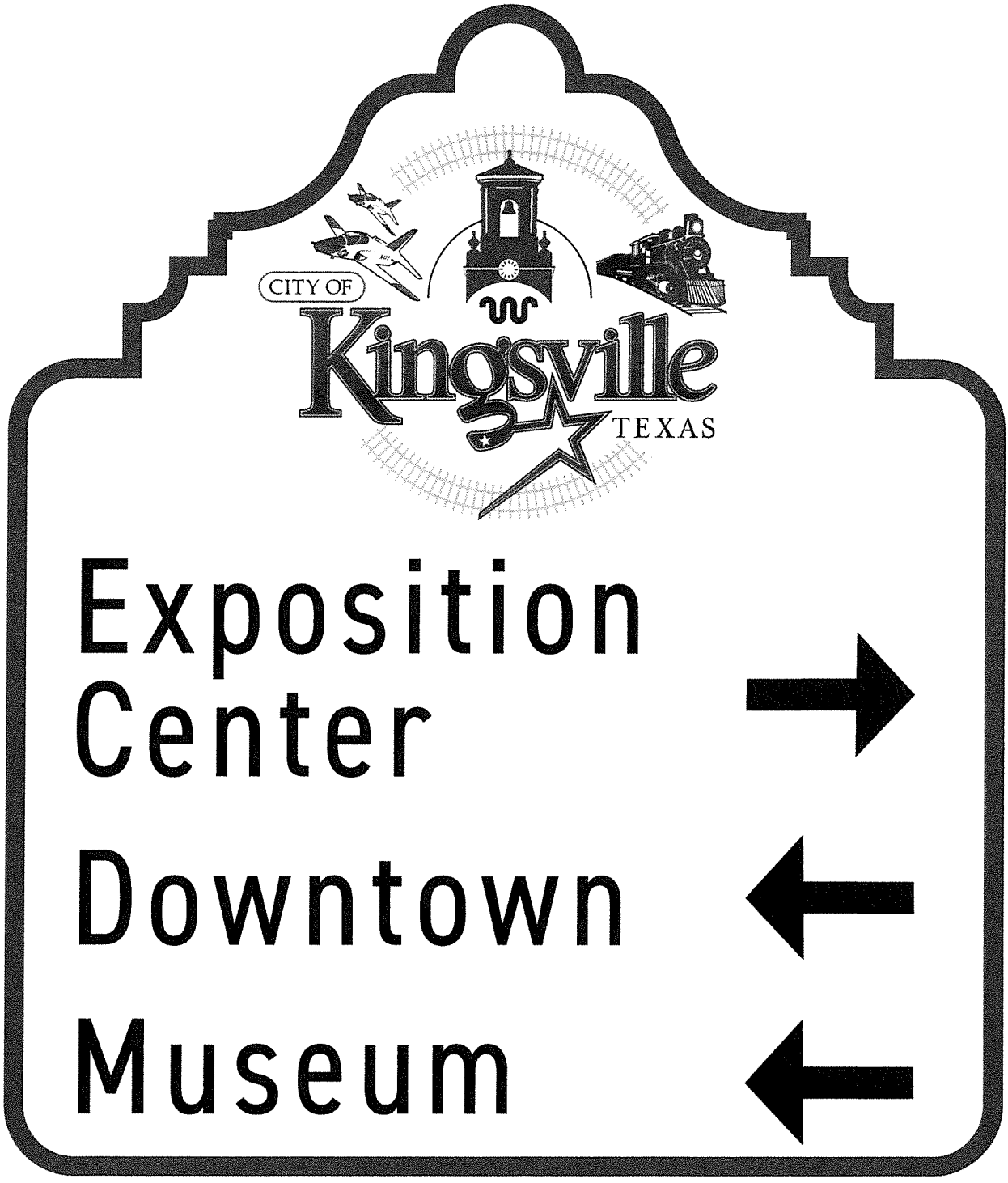
Financial Impact: Logo redevelopment initial cost was $3,225.

Recommendation: Staff recommends Commission select one core logo for final approval of our City of Kingsville logo.


CITY
OF
Kingsville
NAVY
TEXAS


CITY
OF
Kingsville
TEXAS
Exposition
Center
Downtown
Museum


CITY OF
Kingsville
TEXAS
NAVY


CITY OF
Kingsville
TEXAS
Exposition
Center
Downtown
Museum

AGENDA ITEM #15

City of Kingsville
Engineering Dept.

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Rutilio P. Mora Jr, P.E., City Engineer

DATE: March 28, 2022

SUBJECT: Consider approving Professional Engineering Services Contract with International Consultant Engineer's for the Flood Infrastructure Fund (FIF) grant program administered by the Texas Water Development Board (TWDB) for Drainage Location 8 (Paulson Falls).

Summary:
On February 14, 2022, the Commission awarded the Request for Qualifications (RFQ) to ICE for Professional Engineering Services. The contract is for drainage improvements at location 8 (Paulson Falls). The total amount of the contact is $80,000.00. ICE will provide Design and Project Management Services as proposed to the TWDB application for the project budget.

Background:
City submitted a final grant application on February 15, 2022, to the TWDB for FIF funding pending approval. The drainage improvements will bypass the existing pond and prevent flooding on the southwestern part of the subdivision (Margaret Lane, Brook Lane and Kelly Lane).

Financial Impact:
The project will be paid for with funds from the TWDB.

Recommendation:
Staff recommends:

1. Approving the Professional Engineering Services Contact with International Consulting Engineers in the amount of $80,000.00.
2. Authorizing the City Manager to sign the Contract.

City of Kingsville
Engineering Dept.

Attachments:
Professional Engineering Services Contract

RESOLUTION #2022-_____

A RESOLUTION OF THE CITY OF KINGSVILLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL (ENGINEERING) SERVICES AGREEMENT WITH INTERNATIONAL CONSULTING ENGINEERS FOR THE FLOOD INFRASTRUCTURE FUND GRANT PROGRAM ADMINISTERED BY THE TEXAS WATER DEVELOPMENT BOARD (TWDB) FOR DRAINAGE SYSTEM IMPROVEMENTS; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") has applied for drainage system improvement projects under the Flood Infrastructure Fund ("FIF)" Grant Program administered by the Texas Water Development Board ("TWDB") and needs to obtain the services of a professional engineer for said project (site #8-Paulson Falls from City's Drainage Master Plan) pending funding allocation; and

WHEREAS, the FIF Program requires implementation by professionals experienced in federally funded projects; and

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering services has been completed in accordance with program requirements and state law; and

WHEREAS, the City advertised RFQ #22-10 in the local newspaper on December 30, 2021 and January 6, 2022 and one Statement of Qualification (SOQ) in response to the RFQ was submitted by the January 25, 2022 deadline; and

WHEREAS, the City Selection Review Committee (City Manager, Purchasing Manager, Capital Improvements Manager, Public Works Director, and City Engineer) each reviewed the SOQ and recommended the RFQ be awarded to International Consulting Engineers (ICE);

WHEREAS, the proposal received for RFQ #21-02 by the due date was reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources;

WHEREAS, the City Commission officially selected International Consulting Engineers (ICE) as the engineering firm for the FIF program on February 14, 2022, and staff has negotiated a contract for a fair and reasonable price under the Professional Services Procurement Act with the firm and now brings the contract back before City Commission for approval;

WHEREAS, the City is not obligated to proceed with the contract if the City is not awarded the TWDB FIF funds.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to execute a Professional Services Agreement with International Consulting Engineers (ICE) for TWDB FIF Program for drainage system improvements in accordance with Exhibit A hereto attached and made a part thereof.

II.

THAT all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

III.

THAT this Resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the 28th day of March, 2022.

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

PROFESSONAL SERVICES AGREEMENT

PART I - AGREEMENT

THIS AGREEMENT, effective on the date of selection by the City of Kingsville, made on the 21th day of February 2022 by and between City of Kingsville, hereinafter called the "Client" and International Consulting Engineers (ICE) hereinafter called "Firm".

Firm agrees to render Client engineering and design / surveying / grant administration services for Client's Texas Water Development Board (TWDB) FIF Drainage Master Plan Project Location 8 (Paulson Falls Drainage Improvements) administered by the TWDB to fund activities to mitigate flood risks and increase resiliency to disasters, as provided in the provisions titled, "Part IV, Scope of Work" and attached hereto and incorporated by reference herein (the "Services").

The parties mutually agree as follows:

1. Scope of Services - The Firm will perform the services set out in Part IV, Scope of Work.
2. Time of Performance - Services shall commence no earlier than upon execution of this agreement. In any event, Firm shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project's administrative closure date, as defined by TWDB, whichever is later.
3. Local Program Liaison - For purposes of this Agreement, the City Engineer will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder will be as prescribed and as approved by TWDB on Part II – Fee Schedule. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part II - Fee Schedule of this Agreement and as approved by TWDB. The City is not obligated to proceed with the Contract if the City is not awarded the TWDB FIF Funds.
5. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the client and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
6. Miscellaneous Provisions
    a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Kleberg County, Texas.
    b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
    c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
    d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
    e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

7. Extent of Agreement - This Agreement, which **includes Parts I-V** represents the entire and integrated agreement between the Client and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both client and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____
(City of Kingsville)

_____
(Printed Name)

_____
(Title)

BY: _____
(Firm's Authorized Representative)

Jesus J. Jimenez, PE
(Printed Name)

President
(Title)

ENGINEERING SERVICES
PART II– FEE SCHEDULE

Client shall reimburse the Firm for professional services provided upon completion of those services and as prescribed by the TWDB Flood Infrastructure Fund Guidelines. Following are the project milestones and their corresponding contract amount:

Description	Estimated Cost
DRAINAGE MASTER PLAN – LOCATION 8	
Engineering Design (8.5%)	$ 42,500
Topographic Survey (3.5%)	$ 17,500
Project Management (4.0%)	$ 20,000
Total Estimated Construction Cost:	*$ 500,000*
Total	**$ 80,000**

Milestones Per Project

- Engineering Notice to Proceed
- Topographic Survey
- 30% Design
- 60% Design
- 90% Design
- 100% Design Approved
- Project Management

ENGINEERING SERVICES
PART III - TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the Client shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the Client, be turned over to the Client and become the property of the Client. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

   Notwithstanding the above, the Firm shall not be relieved of liability to the client for damages sustained by the client by virtue of any breach of the Agreement by the Firm, and the client may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the Client.
   Client may at any time and for any reason terminate Firm's services and work at Client 's convenience upon providing written notice to the Firm specifying the extent of termination and the effective date. Upon receipt of such notice, Firm shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

   Upon such termination, Firm shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement plus (2) such other costs actually incurred by Firm as are permitted by the prime contract and approved by Client. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Firm prior to the date of the termination of this Agreement. Firm shall not be entitled to any claim or claim of lien against Client for any additional compensation or damages in the event of such termination and payment.

3. Changes. The Client may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TWDB program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally with mediation occurring at a location in Corpus Christi that is agreeable to both parties. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.
   a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client.
   b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
   c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the Client. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Client thereto; Provided, however, that claims for money by the Firm from the Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Client.

7. Reports and Information. The Firm, at such times and in such forms as the Client may require, shall furnish the Client such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the Client maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the Client shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the Client.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the Client harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of Interest.

    a. Governing Body. No member of the governing body of the Client and no other officer, employee, or agent of the Client, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the Client, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

    b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the grant award and the Client, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the grant award and the Client or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit the Client or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)
The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over $10,000).
During the performance of this contract, the Firm agrees as follows:
a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in

whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to $100,000)
The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

b. Affirmative steps must include:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

iv. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

v. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

21. Patent Rights and Inventions -The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

    Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).

22. Energy Efficiency – The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (2 CFR 200 Appendix II (h)).

23. Access to Records - The TWDB Inspectors, the Comptroller General of the United States, and the Client, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TWDB award, in order to make audits, examinations, excerpts, and transcripts, and to close-out the Client's contract with TWDB.

24. Retention of Records - The Firm shall retain all required records for three years after the Client makes its final payment and all pending matters are closed.

25. Verification No Boycott Israel. As required by Chapter 2271, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

26. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

27. Local Infrastructure Program Engineering Fee Cap. Total engineering fees paid under this Engineering Contract, including any subcontracts, shall not exceed the cap of fifteen percent (15%) of the final total construction activity costs. Engineering includes design, bidding and construction phase services and associated work including special services (surveying, materials, testing, onsite inspections, environmental support, etc.) Any decrease in the total construction budget, including those resulting from lower-than-anticipated bid pricing, change orders or reduced project scope, will automatically adjust the total not-to-exceed fee owed to the engineer to not more than fifteen percent (15%) of the new total construction activity budget.

PROFESSIONAL SERVICES SCOPE OF WORK

General Requirements

(a) Coordinate, as necessary, between the Client and its service providers (i.e., Contracted Construction Company, Utility Providers, etc.) and TWDB regarding project design services.
(b) Provide monthly project status updates.
(c) Funding release by TWDB will be based on FIF program guidelines.

Initial Engineering and Design Support

ICE will provide all the Engineering services described below:

(a) Provide all project information necessary to ensure timely execution.
(b) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
   i. Cross sections/elevations
   ii. Project layout/staging areas
   iii. General notes
   iv. Special notes
   v. Design details
   vi. Specifications
   vii. Utility relocation designs
   viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
   ix. Required permits
   x. Quantities
   xi. Estimate of construction costs to within +/- 25%
   xii. Schedules for design, permitting, acquisition and construction
(d) Design surveying, topographic and utility locations.
(e) Prepare horizontal alignments / layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
(f) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
(g) Identify, acquire, and assist the Client to submit all necessary permits and approvals required for design approval and construction.
(h) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
(i) Prepare plans and profiles, including vertical design information for the selected alternative.
(j) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
(k) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient.

Engineering and Final Design Support

ICE will provide Engineering services as described below as they relate to final design support:

(a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
   i. Cross sections/elevations
   ii. Project layout/staging areas
   iii. General notes
   iv. Special notes
   v. Design details
   vi. Specifications
   vii. Utility relocation designs
   viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
   ix. Required permits
   x. Quantities
   xi. Estimate of construction costs to within +/- 15%
   xii. Schedules for design, permitting, acquisition and construction

(b) Assist the Client identify, acquire and submit all necessary permits and approvals required for design approval and construction.

(c) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the Client, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.

(d) Assist the Client with necessary documentation to ensure compliance with all Program requirements and regulations.

Bid and Award Support

ICE will provide all the Engineering services described below as they relate to bid and award support.

(a) Submit appropriate items and support the Client in the development of complete bid package.
(b) Prepare and assist the Client in the advertisements for bid solicitation.
(c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).
(d) Attend and support Client at pre-bid conference and bid opening.
(e) Support Client with ongoing communication during bid process.
(f) Support Client to complete bid tabulation and evaluation of responses and provide recommendation for award.
(g) Support Client to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
(h) Support Client in the conducting of a preconstruction conference.

Project Management and Construction Observation

ICE will provide Engineering services described below as they relate to contract management and construction oversight.

(a) Provide Construction Observation Reports detailing the status of construction.
(b) Review all submittals to ensure compliance with construction contract documents and provide recommendations.
(c) Provide periodic and final inspections and review tests reports, as required for the project.
(d) Provide construction observation activities at a minimum on a bi-weekly basis or as directed by the TWDB or subrecipient.
(e) Review Construction Change Orders and provide recommendation as to appropriate action.
(f) Review invoice/draw requests and provide recommendation as to appropriate action, in compliance with the construction contract documents.
(g) Obtain independent cost estimates for validation purposes, as required.
(h) Review and respond to requests for information / clarification.
(i) Support Client with issue identification and claims resolutions.
(j) Provide requisite information to TWDB in accordance with established policies and procedures.
(k) Develop a final "as built" report of quantities, drawings, and specifications.
(l) Issue to the Client, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
(m) Deliver "as-built" drawings within 30 days of project completion.
(n) Host and / or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
(o) Submit all final invoices within 60 days after contract or work order expiration.

ENGINEERING SERVICES
PART V - PROJECT TIME SCHEDULE

SEE ATTACHED SCHEDULES
(Schedule to be generated at a later time after coordination with the City Engineer and TWDB estimated grant funding)

AGENDA ITEM #16

Action Item

City of Kingsville
Public Works, Wastewater Division

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: William Donnell, Director of Public Works

DATE: March 18, 2022

SUBJECT: Wastewater Collections Division 7001 Budget Amendment request

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Summary:
This item authorizes funding for an emergency sewer line repair to an 18" gravity line at the North Wastewater Treatment Plant.

Background:
On February 20, 2022, Wastewater employees became aware that the 18" sewer line had failed, and mud had clogged the pumps and filled the bottom four feet of the liftstation. The ground had caved in outside of the treatment plant just North of the liftstation. This line is 20 feet deep and in close proximity to three buildings creating a very hazardous situation. DIA Utilities was initially called in for the emergency repair and worked on it for a week, but the line continued to fall apart as the excavation continued. It was determined that a repair by installing a piece of pipe was not able to be done as the excavation was already at two buildings edges. This financial impact was $23,000 from Fund 051-5-7001-54300 for emergency work done to this point. The alternative solution was put into action to pipe burst a new 18" line in place of the old pipe. Bridges Specialties was contracted to pipe burst the line. After a week of planning and obtaining the specialized equipment and materials, and a week of work, 250' of 18" sewer line was replaced without damaging any of the existing buildings or the liftstation. This financial impact is $252,040 and is being requested from ARPA Funds.

Financial Impact:
Total financial impact to complete the emergency repair is requested from ARPA fund 125-5-7001-55100 in the amount of $275, 040.00.

Recommendation:
Staff is recommending approval of ARPA funds to pay both contractors for the emergency work performed.

CITY OF KINGSVILLE
PO Box 1458
Kingsville, TX 78364
PH: (361) 595-8025

PURCHASE ORDER

PO Number: 221189 **Date:** 03/07/2022

Requisition #: REQ22839 **Vendor #:** 3159

ISSUED TO: Bridges Specialties Inc
4233 FM 624
Robstown, TX 78380-

SHIP TO: Purchasing Dept.
Attn:Charlie Sosa
400 W King
Kingsville, TX 78363

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1	Emergency 18" Sewer Reapir North Plant	125-5-7001-55100		252,040.00	252,040.00

Authorized by: _____

SUBTOTAL:	252,040.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	252,040.00

1. Original invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer. The City is exempt from all federal excise and state tax – ID# 74-6001513
10.

Bridges Specialties Inc.

4233 FM624 Robstown Tx 78380
361-387-2743 wk 361-387-1769 fax
Jason@bsitx.cc

Proposal

March 4, 2022

Subject: Kingsville Pipe Burst

Description of Services	Qty	Unit Price	Amount
18" Pipe Burst			
Mobilize (Permit Loads Included)	**LS**		**$6,000**
Vacuum Truck with Flaggers	**1 Day**	**$6,500**	**$6,500**
Shoring	**LS**		**$16,000**
350 Excavator	**LS**		**$7,500**
145 Excavator	**LS**		**$5,500**
Fusing Machine	**LS**		**$3,000**
Loader	**LS**		**$6,000**
Rock	**LS**		**$2,500**
Lift Station Tie-In	**LS**		**$3,800**
Manhole Tie-In	**LS**		**$2,500**
18" HDPE DR 17	**300'**	**$65.00**	**$19,500**
Pipe Burst 18"	**220'**	**$522.00**	**$114,840**
Labor			**$35,000**
Backfill Material (26x34x22) 30% Fluff	**936 YD**	**$25.00**	**$23,400**
		Total	**$252,040.00**

Exclusions: Permits, Hauling off spoils,

We appreciate your business and look forward to working with you on future projects. Should you have any questions, or if I may be of further service, please feel free to call me at 361-537-6698.

Jason Gordon

Bridges Specialties Inc.
Jason Gordon

City of Kingsville

AGENDA ITEM #17

Budget Am.

City of Kingsville
Public Works, Wastewater Division

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: William Donnell, Director of Public Works

DATE: March 18, 2022

SUBJECT: Wastewater Collections Division 7001 Budget Amendment request

Summary:
This item authorizes funding for an emergency sewer line repair to an 18" gravity line at the North Wastewater Treatment Plant.

Background:
On February 20, 2022, Wastewater employees became aware that the 18" sewer line had failed, and mud had clogged the pumps and filled the bottom four feet of the liftstation. The ground had caved in outside of the treatment plant just North of the liftstation. This line is 20 feet deep and in close proximity to three buildings creating a very hazardous situation. DIA Utilities was initially called in for the emergency repair and worked on it for a week, but the line continued to fall apart as the excavation continued. It was determined that a repair by installing a piece of pipe was not able to be done as the excavation was already at two buildings edges. This financial impact was $23,000 from Fund 051-5-7001-54300 for emergency work done to this point. The alternative solution was put into action to pipe burst a new 18" line in place of the old pipe. Bridges Specialties was contracted to pipe burst the line. After a week of planning and obtaining the specialized equipment and materials, and a week of work, 250' of 18" sewer line was replaced without damaging any of the existing buildings or the liftstation. This financial impact is $252,040 and is being requested from ARPA Funds.

Financial Impact:
Total financial impact to complete the emergency repair is requested from ARPA fund 125-5-7001-55100 in the amount of $275, 040.00.

Recommendation:
Staff is recommending approval of ARPA funds to pay both contractors for the emergency work performed.

ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO APPROPRIATE FUNDING FOR EMERGENCY SEWER LINE REPAIRS TO AN 18" GRAVITY LINE AT THE NORTH WASTEWATER TREATMENT PLANT.

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2021-2022 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT #23

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 125 – UF ARP Funding					
Expenditures-5					
7001	North Plant	Sewer Line	55100	$275,400	

[To amend the City of Kingsville FY 21-22 Budget to appropriate funding for the emergency sewer line repairs to an 18" gravity line at the north wastewater treatment plant. The amount requested will also allow reclassification of the of the excavation expenditures from Utility Fund 051. Funding will come from the ARP funding.]

II.

THAT all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

THAT this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

INTRODUCED on this the 28th day of March 2022.

PASSED AND APPROVED on this the 11th day of April 2022.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #18

Action Item

City of Kingsville
Purchasing Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Charlie Sosa Purchasing Manager

DATE: March 17, 2022

SUBJECT: Roof Replacement for Police Department

Summary:
This item authorizes the City to enter into contract with Duro-Last, Inc. from Carrollton, Texas, though TIPS Purchasing Cooperative for the Replacement of the Roof System at the Police Department for the City of Kingsville.

Background:
The existing roof system at the Police Department are weathered and can no longer be maintained. The existing roof system is the original approximately 22 yrs. old.

Financial Impact:
Funds are available through ARPA Funds GL #121-5-2101-71300 $77,214.19 are available this fiscal year. The amount of the Roofing contract will be $77,214.19.

Recommendation:
It is recommendation the City enter into a contract with Duro-Last, Inc. from Carrollton, Texas, for the roof replacement at the Police Department for the City of Kingsville, as per staff recommendation.

DURO-LAST®
THE WORLD'S BEST ROOF®

March 11, 2022

Mr. Charley Sosa
Purchasing Manager
City of Kingsville
400 W. King Avenue
Kingsville, TX 78363
Tel: (361) 595-8025
Fax: (361) 595-8035
csosa@cityofkingsville.com

Re: Re-Roofing Project for the City of Kingsville Police Department

Dear Mr. Sosa:

Duro-Last Roofing has developed the following pricing proposal to re-roof the City of Kingsville Police Department located in Kingsville, TX. This pricing proposal was developed using Duro-Last's contract number 210205 with The Interlocal Purchasing System (TIPS) and includes the total cost to purchase and install the Duro-Last roofing system.

Duro-Last will provide the Duro-Last roofing system and its installation to the City of Kingsville at RS Means pricing using the Corpus Christi City Cost Index.

Installation of the Duro-Last Roofing System will be provided by McAllen Roofing LLC of McAllen, TX, an authorized Duro-Last contractor.

Attached is the Duro-Last specification which defines the work that Duro-Last proposes to complete. When the installation is complete, a Duro-Last Technical Representative will inspect the installation for completeness and conformity to Duro-Last specifications. Following acceptance of the roof, Duro-Last will issue a warranty to the City of Kingsville.

The Duro-Tuff 15-year No-Dollar-Limit (NDL) labor and material warranty is included at no additional cost, and provides for the repair or replacement of the roofing system, and the labor to install it, in the event of a defect in the Duro-Last products.

Based on this scope of work, pricing for Duro-Last to complete the City of Kingsville Police Department re-roofing project is as follows.

528 King Ave -

Base Price	$75,000
Contingency Included in Base Bid	$2,214.19

Due to the current volatile market conditions, base pricing includes a contingency to cover any unforeseen price increases. Any use of this contingency will be communicated to the City of Kingsville and the city will not be invoiced for contingency not used.

Duro-Last will invoice the City of Kingsville for materials shipped and 30% mobilization upon initial shipment. Notwithstanding the above referenced base price, all non-Duro-Last materials, including any third-party materials purchased for the project, will be invoiced by Duro-Last to the City of Kingsville at the market price paid by Duro-Last at time of payment to any such third-party supplier.

Any alterations or deviation from the scope of work involving extra costs including, but not limited to, additional materials and labor will be executed only upon written change-orders submitted to Duro-Last, which will result in an extra charge over this proposal.

The base price does not include any allowances for roof deck replacement or for other hidden damages.

The building owner is responsible for obtaining any necessary permits, engineering fees, or tests needed to meet state and local codes.

The base price includes performance and payment bonds. Any bonds for this project shall only apply for a one-year maintenance period commencing on the date of substantial completion of the project. Bond coverage shall not be extended to the 15-year warranty period subsequent to the one-year maintenance period.

Duro-Last Roofing and McAllen Roofing LLC are not responsible for the following:

- HVAC alteration and related utility work
- Lightning, lightning protection, or electrical alterations or recertification
- Satellite dishes or antenna recalibration
- Removal of material containing asbestos or asbestos testing
- Ponded water due to previous existing substrate conditions

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard roofing practices and in accordance with Duro-Last published specifications. Duro-Last Roofing shall not be responsible for delays relating to weather, accidents, or other events beyond our control.

If this proposal is accepted, the Duro-Last TIPS price schedule, terms, and conditions will be applied. In addition:

1. The City of Kingsville TIPS membership will need to be verified.
2. A purchase order and tax exempt certificate will need to be issued to Duro-Last Roofing.
3. The purchase order should be clearly marked "Per TIPS Contract".
4. E-mail the purchase order in PDF format to TIPS at tipspo@tips-usa.com for review and approval.
5. Duro-Last will issue a Notice to Proceed McAllen Roofing LLC after receiving the approved purchase order from TIPS.

If you have any questions regarding this proposal, please contact me at (800) 248-0280 or ktobias@duro-last.com.If this proposal is acceptable, please sign below and return with the aforementioned documents.

The City of Kingsville's Police Department Re-Roofing Project Base Price:

Base Price	$75,000
Contingency Included in Base Bid	$2,214.19

Approved By:_____

Title: _____

Date: _____

Best Regards,

Kelly Tobias

Kelly Tobias
Cooperative Purchasing Representative
Duro-Last Roofing, Inc.

cc: Philip Westerman, McAllen Roofing LLC

Update

Entity Name	Kingsville (City Of)
Local Member ID	TX991245
Primary Contact Name	Charlie Sosa
Primary Contact Title	Purchasing Manager
Primary Contact E-mail	csosa@cityofkingsville.com
Address 1	Po Box 1458
Address 2	
City	Kingsville
State	TX
Zip	78364
Phone	(361) 595-8025
Fax	(361) 595-8035
Region	02d
Date Signed	04/04/16

Aditional Contacts Add Contacts

Contact/Title	Email/Phone
P Deborah Balli Finance Director	dballi@cityofkingsville.com (361) 595-8009

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DURO-LAST®
THE WORLD'S BEST ROOF®

SPECIFICATION

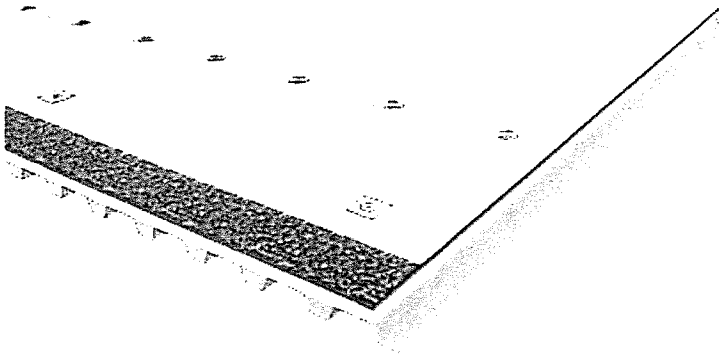
Kingsville PD

1700 East King Ave
Kingsville, TX 78363

Entire

Prepared For: Robert Gardner
Duro-Last Roofing, Inc

Prepared By: James Griffin
Duro-Last Roofing, Inc



Duro-Last Roof Assembly Description

- **Duro-Last® PVC thermoplastic membrane**
  Membrane Thickness: 50 mil
  Color: White
  Attachment: Attached with mechanical fasteners
- **Duro-Guard® XPS Fan Fold - A**
  Thickness: 3/8 inch
  Attachment: Attached with mechanical fasteners
- **BUR: Granular-Surfaced Cap Sheet**
- **Steel Roof Deck**

PART 1 GENERAL

This project requires TDI Engineering. The contractor is responsible for all permits and fees required, to include any fees associated TDI requirements.
This is a Duro-Last TIPS project. Contractor is responsible for completing ALL forms associated with the DL TIPS program.
Contractors are responsible for conducting necessary rooftop investigations for existing system / condition information.
There is existing equipment (antennas) affixed to the walls, with fasteners penetrating the wall flashing membrane. Contractor will coordinate with the City of Kingsville Police Department to remove for Re-installation these antennas and the attachment structures.

1.0 Scope of Work

A. A pre-construction meeting will be held, to be scheduled once the project is awarded, between the City of Kingsville representative, the Duro-Last project manager, and the awarded contractor's representative(s).

B. A contact list for primary personnel, City of Kingsville, Duro-Last Roofing, and contractor shall be compiled and shared with all parties.

C. Upon award, the contractor shall provide a Duro-Last with a project schedule to include;

   a. Materials delivery schedule.

   b. Project start date.

   c. Project anticipated duration.

D. Summary of work: A mechanically attached overlay of the existing system with 3/8" XPS fanfold and a 50 MIL PVC single ply membrane.

E. **Existing Roof Preparation:** No tear off required. Remove loose debris from the existing membrane and prepare the existing Modified Bitumen roofing system in accordance with manufacturer's specifications.

F. Recover Board: Contractor shall furnish and install, via mechanical attachment, a 3/8" thick XPS FAN FOLD.

G. PVC Membrane:

a. Contractor shall furnish and install, via mechanical attachment, a white, 50 mil single-ply membrane roofing system that is fabricated of a weft inserted, low-shrink, anti-wicking polyester fabric and has a thermoplastic coating of PVC material laminated to both sides to attain a 15-year NDL warranty, meeting or exceeding the requirements listed in Section 1.9.

b. Membrane attachment shall be in accordance with the TDI requirements. An assembly report for the project has been provided for review by the contractor's TDI Engineer.

H. Parapet Wall: Contractor shall furnish and install, in accordance with Manufacturer's specification, the following:

a. Duro-Weave separator sheet between existing Mod Bit flashing and new Duro-Last membrane.

b. 50 MIL wall membrane; Wall Membrane shall be mechanically attached and terminated with Exceptional Metal 2 Piece Snap-On Compression Metal. Size appropriate to conceal any existing "shadowing" of the exterior wall.

c. Contractor to waterproof the existing wall penetrations for equipment attachment in accordance with the manufacture's specifications.

I. Roof Top Penetrations: Contractor shall install all new prefabricated membrane flashings on round and rectangle roof penetrations utilizing a reinforced PVC membrane, in accordance with manufacturer's specifications.

J. Drains: Options:

a. Option #1:

i. Contractor shall furnish and install, in accordance with manufacture's specifications, new Drain boot inserts and CDR rings.

ii. **Contractor to provide NEW Duro-Last Drain Domes when using this option.**

b. Option #2:

i. Contractor to inspect each drain bowl, if drain bowl is compromise (cracked) contractor shall flash the drain with Option #1.

ii. Contractor shall remove and clean ALL asphalt product from the existing drain clamping ring,

iii. Contractor to back seal the membrane, and re-install the drain clamping ring, DL Detail # 2011.

iv. Contractor may use existing drain dome strainer with this option. If drain dome strainer is missing, contractor to provide new drain dome strainer.

K. Overflow Scuppers: The contractor shall furnish and install Vinyl Coated Metal scupper materials required to flash all scuppers in accordance with the manufacturer's specifications to achieve the desired warranty. See page ("Scupper") at the end of this document for existing condition for explanation of termination of the Scupper.

L. Walkway Pad:

a. Include, in the bid, 1 pad at all service doors of all Roof Top Unit service door and at each roof access point, ladders and hatches.

b. Include in the bid, four (4) walk pads to go under existing Satellite structure.

M. Contractor shall dispose of all debris in an approved facility in accordance with all local, state and federal regulations.

N. **Warranty**: The contractor shall provide a 15-year NDL, **Supreme** warranty as outlined in Section 1.9 of these specifications.

1.1 SECTION INCLUDES

A. Overlay BUR: Granular-Surfaced Cap Sheet.

B. Duro-Last® PVC thermoplastic membrane attached with mechanical fasteners.

C. Duro-Guard® XPS Fan Fold - A, attached with mechanical fasteners.

D. Prefabricated flashings, corners, parapets, stacks, vents, and related details.

E. Fasteners, adhesives, and other accessories required for a complete roofing installation.

F. Traffic Protection.

1.2 REFERENCES

A. NRCA - The NRCA Roofing and Waterproofing Manual.

B. ASCE 7 - Minimum Design Loads For Buildings And Other Structures.

C. UL - Roofing Materials and Systems Directory, Roofing Systems (TGFU.R10128).

D. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.

E. ASTM D 751 - Standard Test Methods for Coated Fabrics.

F. ASTM D 4434 - Standard Specification for Poly(Vinyl Chloride) Sheet Roofing.

G. ASTM E 108 - Standard Test Methods for Fire Tests of Roof Coverings.

H. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

1.3 SYSTEM DESCRIPTION

A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.

B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.

C. Physical Properties:

1. Roof product must meet the requirements of Type III PVC sheet roofing as defined by ASTM D 4434 and must meet or exceed the following physical properties.
2. Thickness: 50 mil, nominal, in accordance with ASTM D 751.
3. Thickness Over Scrim: ≥ 28 mil in accordance with ASTM D 751.
4. Breaking Strengths: ≥ 390 lbf. (MD) and ≥ 438 lbf. (XMD) in accordance with ASTM D 751, Grab Method.
5. Elongation at Break: ≥ 31% (MD) and ≥ 31% (XMD) in accordance with ASTM D 751, Grab Method.
6. Heat Aging in accordance with ASTM D 3045: 176 °F for 56 days. No sign of cracking, chipping or crazing. (In accordance with ASTM D 4434).
7. Factory Seam Strength: ≥ 417 lbf. in accordance with ASTM D 751, Grab Method.
8. Tearing Strength: ≥ 132 lbf. (MD) and ≥ 163 lbf. (XMD) in accordance with ASTM D 751, Procedure B.
9. Low Temperature Bend (Flexibility): Pass at -40 °F in accordance with ASTM D 2136.
10. Accelerated Weathering: No cracking, checking, crazing, erosion or chalking after 5,000 hours in accordance with ASTM G 154.
11. Linear Dimensional Change: < 0.5% in accordance with ASTM D 1204 at 176 ± 2 °F for 6 hours.
12. Water Absorption: < 1.7% in accordance with ASTM D 570 at 158 °F for 166 hours.
13. Static Puncture Resistance: ≥ 56 lbs. in accordance with ASTM D 5602.
14. Dynamic Puncture Resistance: ≥ 14.7 ft-lbf. in accordance with ASTM D 5635.

D. Cool Roof Rating Council (CRRC):

1. Membrane must be listed on CRRC website.
   a. Initial Solar Reflectance: ≥ 88%
   b. Initial Solar Reflective Index (SRI): ≥ 111
   c. 3-Year Aged Solar Reflectance: ≥ 68%
   d. 3-Year Aged Thermal Emittance: ≥ 84%
   e. 3-Year Aged Solar Reflective Index (SRI): ≥ 82

1.4 SUBMITTALS

A. Submit under provisions of Section 01300.

B. Duro-Last data sheets on each product to be used, including:

1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.
4. Maintenance requirements.

C. Shop Drawings: Indicate insulation pattern, overall membrane layout, field seam locations, joint or termination detail conditions, and location of fasteners.

D. Verification Samples: For each product specified, two samples, representing actual product, color, and finish.

1. 4 inch by 6 inch sample of roofing membrane, of color specified.
2. 4 inch by 6 inch sample of walkway pad.
3. Termination bar, fascia bar with cover, drip edge and gravel stop if to be used.
4. Each fastener type to be used for installing membrane, insulation/recover board, termination bar and edge details.

E. Installer Certification: Certification from the roofing system manufacturer that Installer is approved, authorized, or licensed by manufacturer to install roofing system.

F. Manufacturer's warranties.

1.5 QUALITY ASSURANCE

A. Perform work in accordance with manufacturer's installation instructions.

B. Manufacturer Qualifications: A manufacturer specializing in the production of PVC membranes systems and utilizing a Quality Control Manual during the production of the membrane roofing system that has been approved by and is inspected by Underwriters Laboratories.

C. Installer Qualifications: Company specializing in installation of roofing systems similar to those specified in this project and approved by the roofing system manufacturer.

D. Source Limitations: Obtain components for membrane roofing system from roofing membrane manufacturer.

E. There shall be no deviations from the roof membrane manufacturer's specifications or the approved shop drawings without the prior written approval of the manufacturer.

1.6 REGULATORY REQUIREMENTS

A. Conform to applicable code for roof assembly wind uplift and fire hazard requirements.

B. Fire Exposure: Provide membrane roofing materials with the following fire-test-response characteristics. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.

1. Exterior Fire-Test Exposure:

a. Class A; ASTM E 108, for application and roof slopes indicated.

2. Fire-Resistance Ratings: Comply with ASTM E 119 for fire-resistance-rated roof assemblies of which roofing system is a part.

3. Conform to applicable code for roof assembly fire hazard requirements.

C. Wind Uplift:

1. Roofing System Design: Provide a roofing system designed to resist uplift pressures calculated according to the current edition of the ASCE-7 Specification *Minimum Design Loads for Buildings And Other Structures*.

1.7 PRE-INSTALLATION MEETING

A. Convene meeting not less than one week before starting work of this section.

B. Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following.

1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing installer, roofing system manufacturer's representative, deck installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.

2. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
3. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
4. Review structural loading limitations of roof deck during and after roofing.
5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
6. Review governing regulations and requirements for insurance and certificates if applicable.
7. Review temporary protection requirements for roofing system during and after installation.
8. Review roof observation and repair procedures after roofing installation.

1.8 DELIVERY, STORAGE AND HANDLING

A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.

B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.

C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

D. Store roof materials and place equipment in a manner to avoid permanent deflection of deck.

E. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.9 WARRANTY

A. Contractor's Warranty: The contractor shall warrant the roof application with respect to workmanship and proper application for two (2) years from the effective date of the warranty issued by the manufacturer.

B. Manufacturer's Warranty: Must be no-dollar limit type and provide for completion of repairs, replacement of membrane or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition the warranty must meet the following criteria:

1. Warranty Period: 15 years from date issued by the manufacturer.
2. No exclusions for incidental or consequential damages.
3. No exclusion for damage caused by ponding water.
4. Issued direct from and serviced by the roof membrane manufacturer.
5. Transferable for the full term of the warranty.
6. No additional charge for the warranty.

PART 2 PRODUCTS

2.1 MANUFACTURER

A. Manufacturer: Duro-Last Roofing, Inc., which is located at: 525 Morley Drive, Saginaw, MI 48601. Telephone: 800-248-0280.

B. All roofing system components to be provided or approved by Duro-Last Roofing, Inc.

C. Substitutions: Not permitted.

2.2 ROOFING SYSTEM COMPONENTS

A. Roofing Membrane: Duro-Last® PVC thermoplastic membrane conforming to ASTM D 4434, type III, fabric-reinforced, PVC, NSF/ANSI 347 Gold or Platinum Certification, and a product-specific third-party verified Environmental Product Declaration. Membrane properties as follows:

1. Thickness:
   a. 50 mil.
2. Exposed Face Color:
   a. White.
3. Minimum recycle content 7% post-industrial and 0% post-consumer.
4. Recycled at end of life into resilient flooring or concrete expansion joints.

B. Accessory Materials: Provide accessory materials supplied by or approved for use by Duro-Last Roofing, Inc.

1. Sheet Flashing: Manufacturer's standard reinforced PVC sheet flashing.
2. Duro-Last Factory Prefabricated Flashings: manufactured using Manufacturer's standard reinforced PVC membrane.
   a. Stack Flashings.
   b. Curb Flashings.
   c. Inside and Outside Corners.

d. Drain Boots, Composite Drain Rings (CDR) and Dome Strainers.

e. Membrane Scupper Liners.

f. Vinyl Coated Pitch Pans.

3. Sealants and Adhesives: Compatible with roofing system and supplied by Duro-Last Roofing, Inc.

   a. Duro-Caulk® Plus.

   b. Strip Mastic.

4. Slip Sheet: Compatible with roofing system and supplied by Duro-Last Roofing, Inc.

   a. Duro-Weave™ Slip Sheet.

5. Fasteners and Plates: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane and insulation to substrate. Supplied by Duro-Last Roofing, Inc.

   a. #14 Heavy Duty Fasteners.

   b. #15 Extra Heavy Duty Fasteners.

   c. Poly Plates.

   d. 3 inch Metal Plates.

6. PV Anchors

7. Termination and Edge Details: Supplied by Duro-Last Roofing, Inc.

   a. Termination Bar.

   b. Universal 2-Piece Compression Metal System.

8. Vinyl Coated Metal: Supplied by Duro-Last Roofing, Inc. 24 gauge, hot-dipped galvanized, grade 90 metal with a minimum of 17 mil of Duro-Last membrane laminated to one side.

9. Two-Way Roof Vents: Supplied by Duro-Last Roofing, Inc. Install a minimum of 1 vent for each 1,000 ft² (93 m²) of roof area.

C. Underlayment Board:

1. Duro-Guard® XPS Fan Fold - A.

   a. 3/8 inch thick.

D. Walkways:

1. Provide non-skid, maintenance-free walkway pads in areas of heavy foot traffic and around mechanical equipment.

   a. Duro-Last Roof Trak® III Walkway Pad.

1.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that the surfaces and site conditions are ready to receive work.

B. Verify that the deck is supported and secured.

C. Verify that the deck is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.

D. Verify that the deck surfaces are dry and free of standing water, ice or snow.

E. Verify that all roof openings or penetrations through the roof are solidly set.

F. If substrate preparation is the responsibility of another contractor, notify Architect of unsatisfactory preparation before proceeding.

G. Prior to re-covering an existing roofing system, conduct an inspection of the roof system accompanied by a representative of the membrane manufacturer or an authorized contractor.
   1. Determine required fastener type, length, and spacing.
   2. Verify that moisture content of existing roofing is within acceptable limits.
   3. Identify damaged areas requiring repair before installation of new roofing.
   4. Conduct core cuts as required to verify information required.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Surfaces shall be clean, smooth, free of fins, sharp edges, loose and foreign material, oil, grease, and bitumen.

D. Re-Roofing Over Existing Single-Ply System:
   1. Remove all loose or high fasteners.
   2. Membrane contaminated with bitumen must be immediately cleaned. If cleaning does not remove the bitumen, the contaminated membrane must be replaced, or covered with both a slip sheet and new membrane.
   3. Blisters, buckles and other surface irregularities must be repaired or removed. If the damage is extensive, an approved rigid board insulation or a cover board must be installed.
   4. When the system is smooth or granular-surfaced, any approved slip sheet, insulation or cover board may be used to provide separation of the roof system and new membrane. Duro-Guard fan folds may be used if the surface is pea gravel or crushed

stone which is ¼ to 3/8 inch in size and has been leveled and maintained at 4 psf. For larger rock/gravel, utilize an approved rigid insulation or cover board.

5. If rock/gravel surfacing is removed, an approved fan fold, rigid insulation or cover board must be used. If embedded rock/gravel remains that protrudes out of the deck more than ¼ inch, do not use fan fold board. Instead, use an approved cover board or rigid insulation.
6. When installing polystyrene insulation over coal tar pitch or asphalt-based roof systems, a slip sheet must be used between the insulation and existing roof.

3.3 INSTALLATION

A. Install insulation in accordance with the roof manufacturer's requirements.

B. Separation Board: Duro-Guard® XPS Fan Fold - A.

1. Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet applicable design requirements.
   a. Install fasteners in accordance with the roof manufacturer's requirements. Fasteners that are improperly installed must be replaced or corrected.
   b. Attach boards in parallel courses with end joints staggered 50% and adjacent boards butted together with no gaps greater than ¼ inch.

C. Roof Membrane: 50 mil, Duro-Last® PVC thermoplastic membrane.

1. Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet the applicable design requirements.
2. Install fasteners in accordance with the roof manufacturer's requirements. Fasteners that are improperly installed shall be replaced or corrected.
3. Mechanically fasten membrane to the structural deck utilizing fasteners and fastening patterns that in accordance with the roof manufacturer's requirements.
4. Cut membrane to fit neatly around all penetrations and roof projections.
5. Unroll roofing membrane and positioned with a minimum 6 inch overlap.

D. Seaming:

1. Weld overlapping sheets together using hot air. Minimum weld width is 1-1/2 inches.
2. Check field welded seams for continuity and integrity and repair all imperfections by the end of each work day.

E. Membrane Termination/Securement: All membrane terminations shall be completed in accordance with the membrane manufacturer's requirements.

1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.

2. Provide securement at any angle change where the slope or combined slopes exceeds two inches in one horizontal foot.

F. Flashings: Complete all flashings and terminations as indicated on the drawings and in accordance with the membrane manufacturer's requirements.

1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.

   a. Do not apply flashing over existing thru-wall flashings or weep holes.

   b. Secure flashing on a vertical surface before the seam between the flashing and the main roof sheet is completed.

   c. Extend flashing membrane a minimum of 6 inches (152 mm) onto the main roof sheet beyond the mechanical securement.

   d. Use care to ensure that the flashing does not bridge locations where there is a change in direction (e.g. where the parapet meets the roof deck).

2. Penetrations:

   a. Flash all pipes, supports, soil stacks, cold vents, and other penetrations passing through the roofing membrane as indicated on the Drawings and in accordance with the membrane manufacturer's requirements.

   b. Utilize custom prefabricated flashings supplied by the membrane manufacturer.

   c. Existing Flashings: Remove when necessary to allow new flashing to terminate directly to the penetration.

3. Pipe Clusters and Unusual Shapes:

   a. Clusters of pipes or other penetrations which cannot be sealed with prefabricated membrane flashings shall be sealed by surrounding them with a prefabricated vinyl-coated metal pitch pan and sealant supplied by the membrane manufacturer.

   b. Vinyl-coated metal pitch pans shall be installed, flashed and filled with sealant in accordance with the membrane manufacturer's requirements.

   c. Pitch pans shall not be used where prefabricated or field fabricated flashings are possible.

G. Roof Drains:

1. Coordinate installation of roof drains and vents specified in Section 15146 - Plumbing Specialties.

2. Remove existing flashing and asphalt at existing drains in preparation for sealant and membrane.

3. Provide a smooth clean surface on the mating surface between the clamping ring and the drain base.

H. Edge Details:

1. Provide edge details as indicated on the Drawings. Install in accordance with the membrane manufacturer's requirements.
2. Join individual sections in accordance with the membrane manufacturer's requirements.
3. Coordinate installation of metal flashing and counter flashing specified in Section 07620.
4. Manufactured Roof Specialties: Coordinate installation of copings, counter flashing systems, gutters, downspouts, and roof expansion assemblies specified in Section 07710.

I. Walkways:

1. Install walkways in accordance with the membrane manufacturer's requirements.
2. Provide walkways where indicated on the Drawings.
3. Install walkway pads at roof hatches, access doors, rooftop ladders and all other traffic concentration points regardless of traffic frequency. Provided in areas receiving regular traffic to service rooftop units or where a passageway over the surface is required.
4. Do not install walkways over flashings or field seams until manufacturer's warranty inspection has been completed.

J. Water cut-offs:

1. Provide water cut-offs on a daily basis at the completion of work and at the onset of inclement weather.
2. Provide water cut-offs to ensure that water does not flow beneath the completed sections of the new roofing system.
3. Remove water cut-offs prior to the resumption of work.
4. The integrity of the water cut-off is the sole responsibility of the roofing contractor.
5. Any membrane contaminated by the cut-off material shall be cleaned or removed.

3.4 FIELD QUALITY CONTROL

A. The membrane manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.

3.5 PROTECTION

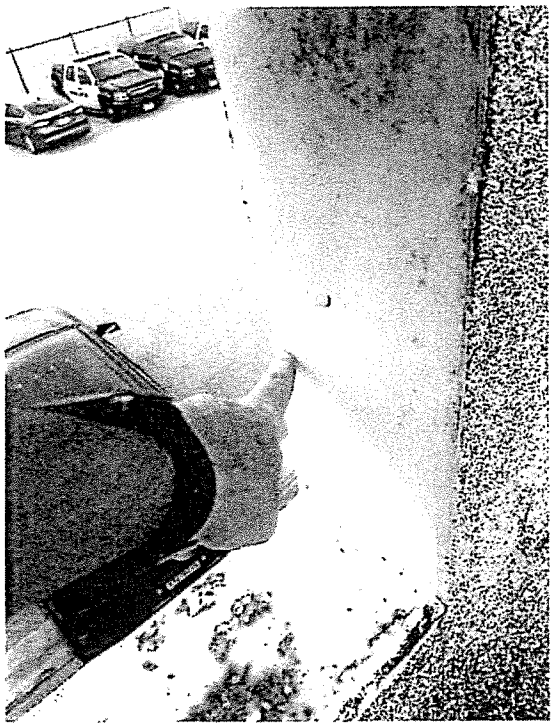
A. Protect installed roofing products from construction operations until completion of project.

B. Where traffic is anticipated over completed roofing membrane, protect from damage using durable materials that are compatible with membrane.

C. Repair or replace damaged products after work is completed.

END OF SECTION

Scupper



PVC Vinyl Coated Metal scupper insert shall be back sealed and terminated, at 6" oc intervals, around the entire perimeter of the existing scupper metal at the location indicated in the picture.


Google

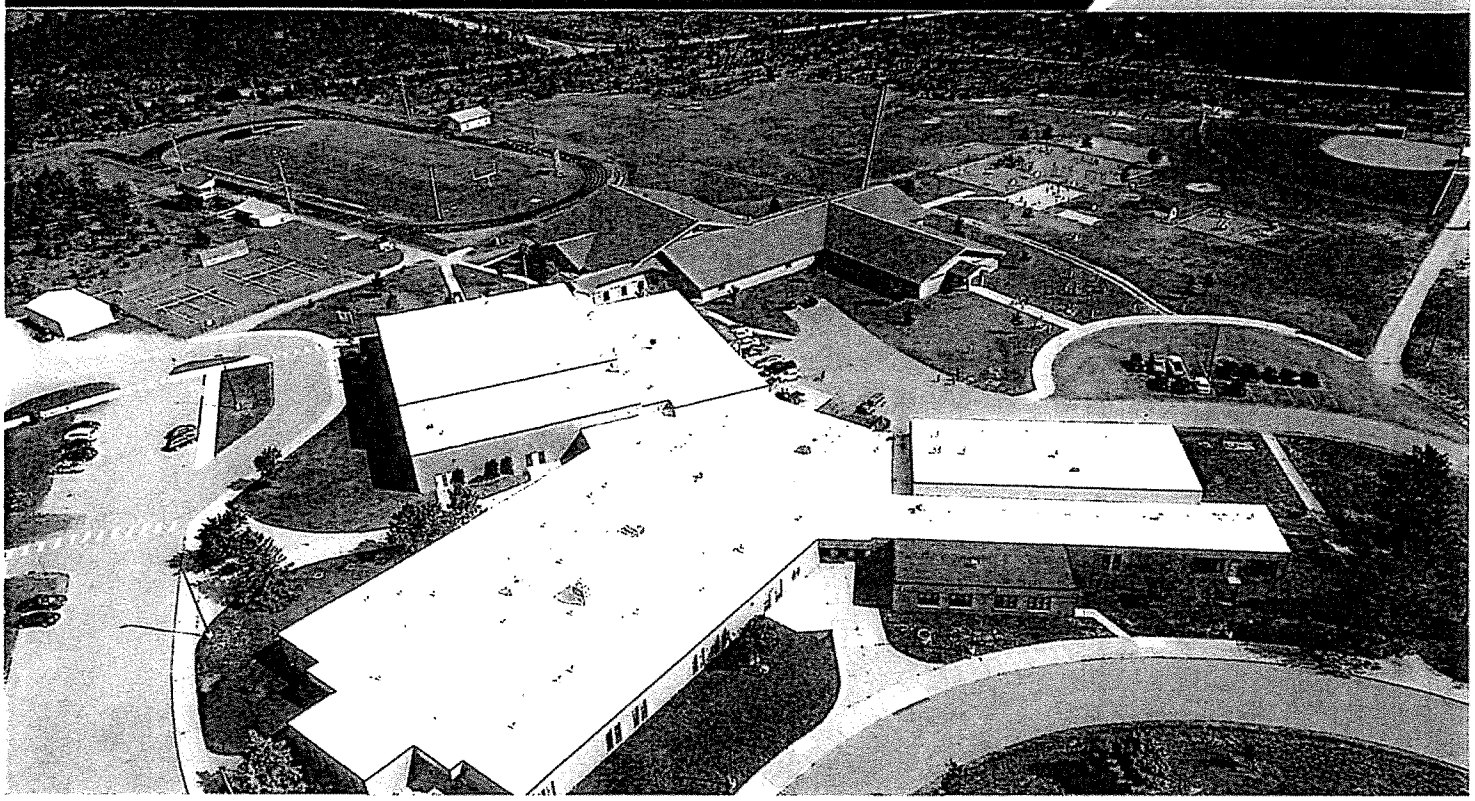
ADDITIONAL INFORMATION

1. All metal colors to be chosen from one of Duro-Last's standard color choices.
2. Open Market Items are not covered under the Duro-Last warranty.
3. If required, any HVAC, plumbing, electrical, or other miscellaneous work that may need to be moved or disconnected and reconnected (other than normal roofing practice) will need to be done by others at building owner's expense. The cost of these services is not included in this proposal.
4. Building owner is responsible for obtaining any necessary permits, engineering fees, or tests needed to meet state and local codes.
5. McAllen Valley Roofing Company to provide dump and disposal fees. All debris will be disposed of in an approved facility in accordance with all local, state, and federal regulations. Jobsite to be cleaned daily.
6. Work to be performed under OSHA rules and regulations.
7. Duro-Last and McAllen Roofing LLC are not responsible for existing building conditions such as, but not limited to, leaking walls, windows, gutters, interior drains, pipes, air conditioner equipment, electrical wiring, ducts, vents, fans, parapets, mansards, water lines, masonry walls, adjacent roofs, skylights, trim, existing water damage to the interior of the building (walls, ceilings, floors, etc.), hidden conduit within or below the existing roofing system, or the existence of mold.
8. Any bonds for this project apply only to the one-year maintenance period commencing on the date of substantial completion. Bonds do not extend to the full 15-year warranty period.

COOPERATIVE PURCHASING

DURO-LAST®
THE WORLD'S BEST ROOF®

Duro-Last®: the "World's Best Roof®"



OVER 38 YEARS OF SERVICE TO THE PUBLIC SECTOR

Known as the "World's Best Roof®," the Duro-Last® Roofing System is perfect for any flat, low-sloped, new or retrofit application. Whether your project is best handled with prefabricated Duro-Last deck sheets or roll goods, contractors can optimize installation time by using our precision-fabricated accessories and flashings.

Once installed, a Duro-Last Roofing System is watertight and maintenance-free. Duro-Last has met or exceeded all major fire and wind code requirements as well as regional approvals throughout the country, reinforcing Duro-Last's leadership in providing consistent watertight integrity.

Since 1978, over 2 billion square feet of Duro-Last membrane has been installed throughout North America. With manufacturing facilities in Saginaw, Michigan (corporate headquarters); Sigourney, Iowa; Grants Pass, Oregon; Carrollton, Texas; and Jackson, Mississippi along with over 60 Quality Assurance Technical Representatives across the country, and industry-leading warranties, the Duro-Last Roofing System is a great long-term investment for building owners.

TIPS
THE INTERLOCAL PURCHASING SYSTEM

COOPERATIVE PURCHASING

DURO-LAST®
THE WORLD'S BEST ROOF®

Duro-Last®: the "World's Best Roof®"

DURO-LAST, INC. AND THE TIPS COOPERATIVE HAVE PARTNERED TO BRING CONTRACT SAVINGS AND EFFICIENCIES TO PUBLIC AGENCIES NATIONWIDE.

The Interlocal Purchasing System (TIPS), one of the Premier National Purchasing Cooperatives in the United States, has been serving public agencies since 2002. TIPS helps provide a quick and efficient delivery of DURO-LAST, INC. services, while maintaining procurement compliance.

Contract Number:	2042816
Lead Agency:	Region 8 Education Service Center (Texas)
Contract Term:	4/28/2016 – 4/28/2017
Contract Information:	Visit https://www.tips-usa.com/duro-last.cfm
How to Register:	The TIPS website offers step-by-step instructions on how to become a member. The process is fast, and it's free. It is, however, specific to your home state. Please visit the following page to access the membership instructions and documents. https://www.tips-usa.com/membership.cfm
How to view the TIPS/Duro-Last Online Profile:	Visit https://www.tips-usa.com/duro-last.cfm • Overview: General Information • Due Diligence: Contract Documentation • Contacts: Duro-Last Contact Information

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LEAD AGENCY
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DURO-LAST®
THE WORLD'S BEST ROOF®

THE INTERLOCAL PURCHASING SYSTEM

A Department of Education Service Center Region 8, 4845 US Highway 271 North, Pittsburg, Texas 75686, (866) 839-8477

To: All TIPS Members

Re: TIPS Federal Funds Disclaimer and Information Sheet

To whom it may concern:

You have clicked on a link or otherwise sought to determine whether a specific TIPS Vendor on a specific TIPS Contract is EDGAR compliant. If the website states "No" to EDGAR compliance for that specific Vendor Contract, then the specific TIPS Vendor on that specific TIPS Contract is ***not EDGAR compliant***. If the website states "View Doc" to EDGAR compliance and you are linked to this letter, then TIPS has ensured the specific TIPS Vendor's compliance with 2 CFR 200 on the specified contract ***to the extent a cooperative can do so***, as described below.

Region 8 Education Service Center (Region 8 ESC) is a Texas Education Service Center which operates The Interlocal Purchasing System (TIPS), a purchasing cooperative and department of Region 8 ESC. This document certifies that Region 8 ESC and TIPS made every effort to comply with the most restrictive requirements of 2 CFR 200, identified for educational purposes as the Education Department General Administrative Regulations ("EDGAR"). Please note that federal funds not sourced from the US Department of Education are likely regulated by 2 CFR 200 but are not technically "EDGAR." Each federal agency and its corresponding state "pass-through" agency may interpret 2 CFR 200 differently. TIPS certifies that it competitively procures all awarded contracts pursuant to § 44.031 of the Texas Education Code, or Texas Government Code § 2269, as applicable, the most restrictive procurement method, and performs the most restrictive procurement method required by law and regulation, including all of the necessary steps outlined in 2 CFR 200, except the Price or Cost Analysis for purchases of $250,000 and greater. (See below). ***This letter certifies that the Vendor agreed to those 2 CFR 200 contract provisions for the specified contract.***

However, this TIPS certification cannot relieve Members of federal requirements that cannot reasonably be performed by cooperatives. For example, 2 CFR 200 requires a cost or price analysis for purchases over $250,000.00, a threshold adopted by TEA and the US Dept. of Education. TIPS does not perform a formal cost or price analysis because TIPS is not the entity making the actual purchase of goods or services. If a Vendor is awarded then TIPS has determined that the pricing is within the competitive range for the Vendor's offering. However, when required by law, the TIPS Member must perform the required analysis on the specific goods or services before seeking TIPS pricing/purchasing from the TIPS Vendor and then upon completion of the purchase process.

Additionally, due to the Texas Department of Agriculture Guidance ARM Section 17 ("ARM Section 17"), relating to Federal Child Nutrition Program Funds (Primarily Texas Public School Fund 240), requirement that all solicitations include specific quantities of goods or services purchased, TIPS Contracts are not in compliance with ARM Section 17 as a **stand-alone** purchase contract. This is because TIPS has no way of predicting which Members will purchase specific quantities of goods and services. However, for Federal Child Nutrition Fund purchases in which the ARM Section 17 required cost or price analysis has been performed by the Member, TIPS contracts may be used in conjunction with the Member's three quote process ***unless labeled with "No" as to EDGAR compliance.*** See also ARM Section 17.84 addresses purchasing through a "Third Party Cooperative that does not follow USDA Procurement Regulations". This will include TIPS and possibly other cooperatives that do not specify the exact quantities and line items procured by the cooperative. See the latest ARM Section 17 here.

If this letter was linked or provided in relation to a specific Vendor Contract then the Vendor has agreed to the 2 CFR 200 Contract provisions. For our Members' benefit, we encourage you, when expending federal funds, to make certain that you understand and comply with any other 2 CFR 200 requirements that cannot necessarily be met on your behalf by a cooperative. We also encourage you to incorporate all 2 CFR 200 TIPS Contract provisions agreed to by the Vendor into all supplemental agreements you enter into with the TIPS Vendor, if any. While TIPS works very hard to ensure legal purchasing compliance on Members' behalf TIPS does not provide legal counsel to its Members. TIPS recommends that you consult your legal counsel when executing contracts with TIPS Vendors. TIPS reserves the right to change its process as necessary in relation to updated guidance. Thank you for being a Member of TIPS and for letting us assist with your procurement needs.

SAR01242020

TIPS VENDOR AGREEMENT
PART 1 ONLY

Between Duro-Last, Inc. **and**
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 210603 Roofing - PART 1 ONLY

General Information

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

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

Terms and Conditions

Freight
All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

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

Customer Support
The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of

the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements
Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

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

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

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.

- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals
The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that Award Notifications are anticipated as published in the Solicitation
Example: *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial "three-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus three years.
Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.
Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

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

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

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

Invoices
Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

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

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

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a quarterly basis, specifically within 91 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

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

Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

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

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

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

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

TIPS Member Purchasing Procedures
Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

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

Licenses
Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful

provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

Novation

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

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

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

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

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

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

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the

Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

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

Survival Clause

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

Legal obligations

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

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing

firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

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

Choice of Law

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

Venue, Jurisdiction and Service of Process

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

Project Delivery Order Procedures

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

Status of TIPS Members as Related to This Agreement

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

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

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

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

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

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

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

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

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

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

Insurance Requirements

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

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

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

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation**: All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS**: If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products**: If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

Company Name Duro-Last, Inc.

Address 525 Morley Drive

City Saginaw State MI Zip 48601

Phone (800) 248-0280 Fax (800) 432-9331

Email of Authorized Representative cplyler@duro-last.com

Name of Authorized Representative Chenelle D. Plyler

Title Cooperative Purchasing Administrator

Signature of Authorized Representative Chenelle D. Plyler

Date 7/15/2021

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature David Wayne Fitts

Approved by ESC Region 8 David Wayne Fitts

Date 9-30-2021

Addendum to TIPS Vendor Agreement executed on or after September 1, 2021

Insert name of Vendor Duro-Last, Inc. **TIPS Solicitation #** 210603 P1

CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." *See* TEX. GOV'T CODE § 809.001(1).

sr **Initials of Authorized Representative of Vendor, if applicable**

CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least $100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. *See* TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." *See* TEX. GOV'T CODE § 2274.001(3) of SB 19.

sr **Initials of Authorized Representative of Vendor, if applicable**

CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

Client name is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the *client name* for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." *See* TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

sr **Initials of Authorized Representative of Vendor, if applicable**

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



210603

Duro-Last, Inc.

Supplier Response

Event Information

Number: 210603
Title: Roofing (2 PART with JOC)
Type: Request for Proposal
Issue Date: 6/3/2021
Deadline: 7/16/2021 03:00 PM (CT)
Notes: This is a 2 PART solicitation. PART 1 is for projects that are not considered construction or a public work. It includes, but is not limited to, parts, supplies, maintenance services and repairs. PART 2 Job Order Contract (JOC) is for projects considered construction or public work projects. The determination of whether or not a project requires a PART 2 JOC is the responsibility of the TIPS member entity. Vendors are encouraged to respond to BOTH PARTS 1 and 2 to meet the needs of our members, but responses to both parts is not required.

IF YOU CURRENTLY HOLD TIPS CONTRACT 180702 Roofing (JOC), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR ROOFING OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 180702 Roofing (JOC).

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Duro-Last, Inc. Information

Address: 525 Morley Drive
Saginaw, MI 48601
Phone: (800) 248-0280 x2223
Fax: (800) 432-9331

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

Chenelle Davila Plyler
Signature

cplyler@duro-last.com
Email

Submitted at 7/16/2021 12:23:58 PM

Requested Attachments

Supplementary — 1 - Duro-Last Corporate Brochure.pdf

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement PART 1 ONLY — 2 - Vendor Agreement PART 1 Duro-Last.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form PART 1 ONLY — 3 - Agreement Signature Form PART 1 Duro-Last.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.
If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Form 1 PART 1 ONLY — 4 - Pricing Form 1 PART 1 Duro-Last.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement PART 2 ONLY — 5 - Vendor Agreement PART 2 Duro-Last.pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form PART 2 ONLY — 6 - Vendor Agreement PART 2 Duro-Last.pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2 PART 1 ONLY — 7 - Pricing Form 2 PART 1 Duro-Last.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Warranty 8 - Warranty Information - Duro-Last.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

OPTIONAL - PART 2 - JOC Pricing of Itemized List of RS Means Non-Prepriced Items 9 - Part 2 JOC Pricing of Itemized List of RS Means Non-Prepriced Items Duro-Last.xlsx

The Vendor may download the optional Pricing of Itemized List of RS Means Non-Prepriced Items form from the attachment tab, fill in the requested information, and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

OPTIONAL PRICING EXHIBIT XACTIMATE UNIT PRICE BOOK PART 2 ONLY *No response*

PROPOSERS MAY SUBMIT ATTACHMENT ENTITLED "Optional Pricing Exhibit Xactimate Unit Price Book" AS AN ADDITIONAL PRICING METHOD TO THE REQUIRED RS MEANS METHOD. You may not offer Xactimate Pricing in lieu of RS Means Pricing and doing so will disqualify you. If you submit Xactimate as an additional option for pricing, it will be averaged with the score assigned for RS Means to arrive at your final pricing score during evaluation of your proposal.

Reference Form (PARTS 1 & 2) 11 - Reference Form Duro-Last.xls

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

D/M/WBE Certification OPTIONAL *No response*

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services 13 - Duro-Last Product Catalog.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

All Other Certificates *No response*

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks 15 - Duro-Last Logo.jpg

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS *No response*

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at https://www.tips-usa.com/assets/documents/docs/CIQ.pdf.

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION 16 - Duro-Last Certification of Corporate Officer.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying," *No response*

If you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Form

19 - Confidentiality Form - Duro-Last.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bonding Capacity Letter from Surety/Insurance Company

20 - Bonding Capacity Letter - Duro-Last.pdf

REQUIRED IF YOU ARE PROPOSING ON PART 2 -Attach the Bonding Capacity Letter from Surety/Insurance Company. if you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

Current W-9 Tax Form

21 - W9 Duro-Last.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Bid Attributes

1	**Yes - No** Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. No
2	**Yes - No** Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. No
3	**Yes - No** The Vendor can provide services and/or products to all 50 US States? Yes
4	**States Served:** If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) N/A
5	**Company and/or Product Description:** This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) The custom-fabricated, single-ply PVC Duro-Last commercial roofing system is ideal for any flat or low-sloped application. The custom-fabricated, single-ply PVC Duro-Last commercial roofing system is ideal for any flat or low sloped application. Extremely durable and easily installed by authorized Duro-Last contractors without disrupting building operations, the Duro-Last Roofing System is also watertight, highly reflective, resistant to chemicals, fire and high winds, as well as low maintenance. Duro-Last is a leader in vertical integration. Since the beginning, our founder, John R. Burt, strived to produce as many parts of a Duro-Last to control quality from top to bottom.

6 **Primary Contact Name**

Primary Contact Name

Chenelle Plyler

7 **Primary Contact Title**

Primary Contact Title

Cooperative Purchasing Administrator

8 **Primary Contact Email**

Primary Contact Email

cplyler@duro-last.com

9 **Primary Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8002480280

10 **Primary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8004329331

11 **Primary Contact Mobile**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

9892845391

12 **Secondary Contact Name**

Secondary Contact Name

Kevin Blaesser

13 **Secondary Contact Title**

Secondary Contact Title

Director of Sales Operations

14 **Secondary Contact Email**

Secondary Contact Email

kblaesse@duro-last.com

15 **Secondary Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8002480280

16 **Secondary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8004329331

17 **Secondary Contact Mobile**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

9895984430

18 **Admin Fee Contact Name**

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

Chenelle Plyler

19 **Admin Fee Contact Email**

Admin Fee Contact Email

cplyler@duro-last.com

20 **Admin Fee Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8002480280

21 **Purchase Order Contact Name**

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

Chenelle Plyler

22 **Purchase Order Contact Email**

Purchase Order Contact Email

govsales@duro-last.com

23 **Purchase Order Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8002480280

24 **Company Website**

Company Website (Format - www.company.com)

http://www.duro-last.com

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

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

Duro-Last Roofing, Inc.

26 **Primary Address**

Primary Address

525 Morley Drive

27 **Primary Address City**

Primary Address City

Saginaw

28 Primary Address State (2 Digit Abbreviation)

MI

29 **Primary Address Zip**

Primary Address Zip

48601

30 **Search Words:**

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

Commercial Roofing, PVC, PVC Roofing, Duro-Last, Duro-Last Roofing, Energy Efficient Roofing, Reflective Roofing, White Roofing, Reflective Roofing, Single Ply Roofing Membrane, 40 mil roof, 50 mil roof, 60 mil roof, 80 mil roof, Roofing Manufacturer, Flat Roofing, Low Sloped Roofing, Prefabricated Roofing, roofing stack, roofing curb, roofing drain, roofing corner, church roofing, restaurant roofing, hospital roofing, warehouse roofing, school roofing, shopping center roofing, retail roofing, Duro-Last Membrane, Duro-Tuff Membrane, Duro-Fleece Membrane, Duro-Last EV Membrane, Rock-Ply Membrane, Shingle-Ply Membrane, Vinyl Rib, Silicone Coating,Acrylic Coating, Duro-Shield Coatings, EXCEPTIONAL Metals, Reroof, Metal Roofing System, Insulated Metal Panels, Edge Metal, Prefabricated Edge Metal, Vinyl-Coated Edge Metal, Standing Seam Metal Roof, EM BattenLok Panel, EM Double-Lok Panel, EM LokSeam Panel, EM SuperLok Panel, EM Ultra-Dek Panel, EM PBR Panel, EM Retro-R Panel, 2 Piece Snap On Compression, Vinyl-Coated Drip Edge, All-Term, Scupper, Gutter, Collector Box, Fascia, Drip Edge

31 **Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Yes

32 **Yes - No**

Certification of Residency - The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. Does not affect scoring with TIPS.

No

33 **Company Residence (City)**

Vendor's principal place of business is in the city of?

Saginaw

34 **Company Residence (State)**

Vendor's principal place of business is in the state of?

MI

35 **Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.
Must answer with a number between 0% and 100%.

5%

36 **Yes - No**

If awarded on Part 1 of the TIPS Contract, for the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on PART 1 of the Vendor's TIPS Contract, if any.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

A. is regularly maintained by the manufacturer or Vendor of an item; and
B. is either published or otherwise available for inspection by a customer during the purchase process;
C. to which the minimum discount proposed by the proposing Vendor may be applied.

YES

37 **TIPS administration fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor or the vendor's named resellers and as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

38 **REQUIRED FOR PART 2 JOC - PRICING OF Regular Hours Coefficient**

What is your regular hours coefficient for the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

Remember that this is a ceiling price proposed. You can discount lower than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing is included in the attachments for your information.

The below is an Example of how pricing model works (not intended to influence your proposed coefficient, you should propose a coefficient that you determine is right for your business):

To propose the exact pricing as the RS Means Unit Price Book, you would insert a 1.0 and to propose a 5% discount for the RS Means Price Book would be a .95 regular hours coefficient and so on.

1

39 **REQUIRED FOR PART 2 JOC - PRICING OF After Hours Coefficient**

What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

Remember that this is a ceiling price proposed. You can discount to any TIPS Member customer a lower coefficient than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing titled "Pricing Coefficient Instruction" is included in the attachments for your information.

The below is an EXAMPLE of how the pricing model works (It is not intended to influence your proposed coefficient, you should propose a coefficient that you determine is reasonable for your business for the life of the contract): The most common after hours coefficient is time and a half of the RS Means Unit Price Book prices. To illustrate this coefficient, if your regular hours coefficient is .95, your after hours coefficient would be 1.45.

1.3

40 **REQUIRED FOR 2 PART JOC - PRICING for Markup of Non-Prepriced Items in RS Means Unit Price Book**

What is your proposed Markup Percentage on materials not found in the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

If any materials being utilized for a project cannot be found in the RS Means Price Book, this question is what is the markup percentage on those materials?

When answering this question please insert the number that represents your percentage of proposed markup. Example: if you are proposing a 30 percent markup, please insert the number "30".

Remember that this is a ceiling markup. You may markup a lesser percentage to the TIPS Member customer when pricing the project, but not a greater percentage.

EXAMPLE: You need special materials that are not in the RS Means Unit Price Book for a project. You would buy the materials and mark them up to the TIPS Member customer by the percentage you propose in this question. If the materials cost you, the contractor, $100 and you proposed a markup on this question for the material of 30 percent, then you would charge the TIPS Member customer $130 for the materials.

30%

41 **Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

Agreed

42 **Yes - No**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

No

43 **Years experience in this category of goods or services.**

Company years experience in this category of goods or services?

43

44 **Resellers:**

Does the vendor have resellers that it will name under this contract?

Resellers are defined as other companies that sell your products under an agreement with you, as the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

No

45 **Right of Refusal**

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

Yes

46 **NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;

2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:

3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;

4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

47 **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.
The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

No

48 **Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

No response

49 **Regulatory Standing**

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

50 **Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

No response

51	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** By submission of this bid or proposal, the Bidder certifies that: I affirm under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below; (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

52 **Suspension or Debarment Instructions**

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

53 **Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

54 **Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3)
email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

☑ Yes, I certify (Yes)

55 **2 CFR PART 200 Contract Provisions Explanation**

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

56 **2 CFR PART 200 Contracts**

Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

57 **2 CFR PART 200 Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

58 **2 CFR PART 200 Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes

59 **2 CFR PART 200 Byrd Anti-Lobbying Amendment**

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

Yes

60 **2 CFR PART 200 Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

Yes

61

2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with
maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Yes

62

2 CFR PART 200 Rights to Inventions

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

Yes

63

2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

Yes

64 **2 CFR PART 200 Ban on Foreign Telecommunications**

Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

Yes

65 **2 CFR PART 200 Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree?

Yes

66 **2 CFR PART 200 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

[*Applicable ONLY to contracts in excess of $100,000 involving mechanics or laborers.*] Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on qualifying contracts, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

Does vendor agree?

Yes

67	**Certification Regarding Lobbying** Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. I HAVE NOT Lobbied per above
68	**Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"** ONLY IF you answered "I HAVE Lobbied per above" to attribute above titled "Certification Regarding Lobbying", please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.
69	**Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement. YES

70	**ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?** ONLY IF YES TO THE ABOVE QUESTIONS OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. YES
71	**If proposing on PART 2, Davis-Bacon Act compliance.** IF proposing on PART 2, Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part S, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act {40 U.S.C. 314S), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. BY SUBMITTING A PROPOSAL FOR PART 2 OF THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE and if proposing on PART 2 of this solicitation.

72 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

By submitting a proposal to PART 2 of this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

73 **Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Do you agree to these terms?

☑ Yes, I Agree (Yes)

74 **Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

Yes, I Agree

75 **Remedies Explanation of No Answer**

No response

76 **Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

Agreed

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

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

Agreed

78 **Alternative Dispute Resolution Explanation of No Answer**

No response

79 **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

80 **Infringement(s) Explanation of No Answer**

No response

81 **Acts or Omissions**

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements
ultimately made by TIPS and the vendor.

Do you agree to these terms?

Yes, I Agree

82	**Acts or Omissions Explanation of No Answer** *No response*
83	**Contract Governance** Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language. ☑ Yes, I Agree (Yes)
84	**Payment Terms and Funding Out Clause** Payment Terms: TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member. Funding Out Clause: Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body. See statute(s) for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? ☑ Yes, I Agree (Yes)

85 **Insurance and Fingerprint Requirements Information**

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: http://www.statutes.legis.state.tx.us/

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

6 **Texas Education Code Chapter 22 Contractor Certification for Contractor Employees**

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Some

87 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

88 **Texas Government Code 2270 & 2270 Verification Form**

Texas Government Code 2270 & 2271 Verification Form
If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf
I swear and affirm that the above is true and correct.

YES

89 **Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

90 **Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

91 **Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

92 **Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

No

93 **Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

PAGE 4 - PARTICIPATION FEES & REPORTING OF SALES: Duro-Last would like to enter into a quarterly reporting and payment schedule.

94 **Long Term Cost Evaluation Criterion on PART 1 EVALUATION ONLY**

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".
Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for the life of the contract, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

price increases will be < 5% annually per question

95 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.
Select A., B. or C.
A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
OR B.My firm is not owned nor operated by anyone who has been convicted of a felony, OR
C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

96 **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)

2. The named person's role in the firm, and

3. Details of Conviction(s).

No response

97 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form
This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.
Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

98 **Choice of Law clauses for TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

99	**Venue of dispute resolution with a TIPS Member** In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties. Agreed
100	**Indemnity Limitation with TIPS Members** Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ". **Agreement is a required condition to award of a contract resulting from this Solicitation.** Agreed
101	**Arbitration Clauses** Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS? **Agreement is a required condition to award of a contract resulting from this Solicitation.** Agreed
102	**Upload of Current W-9 Required** Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

REFERENCES

ALL INFORMATION MUST BE TYPED AND FORM MUST BE UPLOADED IN EXCEL FORMAT. DO NOT HANDWF

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

References are Required for PART 1 & Part 2. Please verify your references are current and valid, as they are a SIGNIFICANT required evaluation component of the PART 2 evaluation process, and the evaluation cannot be completed

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Olmsted Falls City Schools	Tim Atkinson	tatkinson@ofcs.net	(440) 427-6004
Burleson ISD	Cliff Holden	cholden@burlesonisd.net	(817) 245-1146
City of Steubenville	Chuck Murphy	wastewater@cityofsteubenville.us	(740) 381-3364

CERTIFICATION BY CORPORATE OFFERER

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Duro-Last, Inc.
(Name of Corporation)

I, Steve Ruth (~~Name of Corporate Secretary~~) certify that I am the ~~Secretary~~ Senior Vice President of the Corporation named as **OFFERER** herein above; that

Chenelle D. Plyler
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Cooperative Purchasing Administrator
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available

SIGNATURE

7-15-2021
DATE

AGENDA ITEM #19

Budget Am.

City of Kingsville
Purchasing Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Charlie Sosa Purchasing Manager

DATE: March 17, 2022

SUBJECT: Roof Replacement for Police Department

Summary:
This item authorizes the City to enter into contract with Duro-Last, Inc. from Carrollton, Texas, though TIPS Purchasing Cooperative for the Replacement of the Roof System at the Police Department for the City of Kingsville.

Background:
The existing roof system at the Police Department are weathered and can no longer be maintained. The existing roof system is the original approximately 22 yrs. old.

Financial Impact:
Funds are available through ARPA Funds GL #121-5-2101-71300 $77,214.19 are available this fiscal year. The amount of the Roofing contract will be $77,214.19.

Recommendation:
It is recommendation the City enter into a contract with Duro-Last, Inc. from Carrollton, Texas, for the roof replacement at the Police Department for the City of Kingsville, as per staff recommendation.

DURO-LAST®
THE WORLD'S BEST ROOF®

March 11, 2022

Mr. Charley Sosa
Purchasing Manager
City of Kingsville
400 W. King Avenue
Kingsville, TX 78363
Tel: (361) 595-8025
Fax: (361) 595-8035
csosa@cityofkingsville.com

Re: Re-Roofing Project for the City of Kingsville Police Department

Dear Mr. Sosa:

Duro-Last Roofing has developed the following pricing proposal to re-roof the City of Kingsville Police Department located in Kingsville, TX. This pricing proposal was developed using Duro-Last's contract number 210205 with The Interlocal Purchasing System (TIPS) and includes the total cost to purchase and install the Duro-Last roofing system.

Duro-Last will provide the Duro-Last roofing system and its installation to the City of Kingsville at RS Means pricing using the Corpus Christi City Cost Index.

Installation of the Duro-Last Roofing System will be provided by McAllen Roofing LLC of McAllen, TX, an authorized Duro-Last contractor.

Attached is the Duro-Last specification which defines the work that Duro-Last proposes to complete. When the installation is complete, a Duro-Last Technical Representative will inspect the installation for completeness and conformity to Duro-Last specifications. Following acceptance of the roof, Duro-Last will issue a warranty to the City of Kingsville.

The Duro-Tuff 15-year No-Dollar-Limit (NDL) labor and material warranty is included at no additional cost, and provides for the repair or replacement of the roofing system, and the labor to install it, in the event of a defect in the Duro-Last products.

Based on this scope of work, pricing for Duro-Last to complete the City of Kingsville Police Department re-roofing project is as follows.

528 King, Ave -

Base Price	$75,000
Contingency Included in Base Bid	$2,214.19

Due to the current volatile market conditions, base pricing includes a contingency to cover any unforeseen price increases. Any use of this contingency will be communicated to the City of Kingsville and the city will not be invoiced for contingency not used.

Duro-Last will invoice the City of Kingsville for materials shipped and 30% mobilization upon initial shipment. Notwithstanding the above referenced base price, all non-Duro-Last materials, including any third-party materials purchased for the project, will be invoiced by Duro-Last to the City of Kingsville at the market price paid by Duro-Last at time of payment to any such third-party supplier.

Any alterations or deviation from the scope of work involving extra costs including, but not limited to, additional materials and labor will be executed only upon written change-orders submitted to Duro-Last, which will result in an extra charge over this proposal.

The base price does not include any allowances for roof deck replacement or for other hidden damages.

The building owner is responsible for obtaining any necessary permits, engineering fees, or tests needed to meet state and local codes.

The base price includes performance and payment bonds. Any bonds for this project shall only apply for a one-year maintenance period commencing on the date of substantial completion of the project. Bond coverage shall not be extended to the 15-year warranty period subsequent to the one-year maintenance period.

Duro-Last Roofing and McAllen Roofing LLC are not responsible for the following:

- HVAC alteration and related utility work
- Lightning, lightning protection, or electrical alterations or recertification
- Satellite dishes or antenna recalibration
- Removal of material containing asbestos or asbestos testing
- Ponded water due to previous existing substrate conditions

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard roofing practices and in accordance with Duro-Last published specifications. Duro-Last Roofing shall not be responsible for delays relating to weather, accidents, or other events beyond our control.

If this proposal is accepted, the Duro-Last TIPS price schedule, terms, and conditions will be applied. In addition:

1. The City of Kingsville TIPS membership will need to be verified.
2. A purchase order and tax exempt certificate will need to be issued to Duro-Last Roofing.
3. The purchase order should be clearly marked "Per TIPS Contract".
4. E-mail the purchase order in PDF format to TIPS at tipspo@tips-usa.com for review and approval.
5. Duro-Last will issue a Notice to Proceed McAllen Roofing LLC after receiving the approved purchase order from TIPS.

If you have any questions regarding this proposal, please contact me at (800) 248-0280 or ktobias@duro-last.com.If this proposal is acceptable, please sign below and return with the aforementioned documents.

The City of Kingsville's Police Department Re-Roofing Project Base Price:

Base Price	$75,000
Contingency Included in Base Bid	$2,214.19

Approved By:_____

Title: _____

Date: _____

Best Regards,

Kelly Tobias

Kelly Tobias
Cooperative Purchasing Representative
Duro-Last Roofing, Inc.

cc: Philip Westerman, McAllen Roofing LLC

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Update

Entity Name	Kingsville (City Of)
Local Member ID	TX991245
Primary Contact Name	Charlie Sosa
Primary Contact Title	Purchasing Manager
Primary Contact E-mail	csosa@cityofkingsville.com
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State	TX
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Region	02d
Date Signed	04/04/16

Aditional Contacts Add Contacts

Contact/Title	Email/Phone
P Deborah Balli Finance Director	dballi@cityofkingsville.com (361) 595-8009

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DURO-LAST®
THE WORLD'S BEST ROOF®

SPECIFICATION

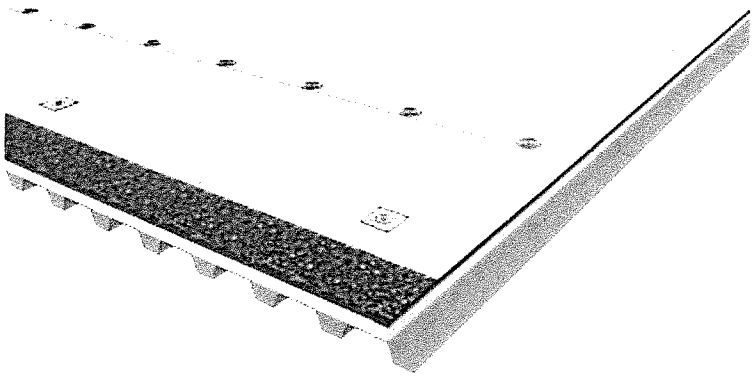
Kingsville PD

1700 East King Ave
Kingsville, TX 78363

Entire

Prepared For: Robert Gardner
Duro-Last Roofing, Inc

Prepared By: James Griffin
Duro-Last Roofing, Inc



Duro-Last Roof Assembly Description

- **Duro-Last® PVC thermoplastic membrane**
  Membrane Thickness: 50 mil
  Color: White
  Attachment: Attached with mechanical fasteners
- **Duro-Guard® XPS Fan Fold - A**
  Thickness: 3/8 inch
  Attachment: Attached with mechanical fasteners
- **BUR: Granular-Surfaced Cap Sheet**
- **Steel Roof Deck**

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THE WORLD'S BEST ROOF®

PART 1 GENERAL

This project requires TDI Engineering. The contractor is responsible for all permits and fees required, to include any fees associated TDI requirements.
This is a Duro-Last TIPS project. Contractor is responsible for completing ALL forms associated with the DL TIPS program.
Contractors are responsible for conducting necessary rooftop investigations for existing system / condition information.
There is existing equipment (antennas) affixed to the walls, with fasteners penetrating the wall flashing membrane. Contractor will coordinate with the City of Kingsville Police Department to remove for Re-installation these antennas and the attachment structures.

1.0 Scope of Work

A. A pre-construction meeting will be held, to be scheduled once the project is awarded, between the City of Kingsville representative, the Duro-Last project manager, and the awarded contractor's representative(s).

B. A contact list for primary personnel, City of Kingsville, Duro-Last Roofing, and contractor shall be compiled and shared with all parties.

C. Upon award, the contractor shall provide a Duro-Last with a project schedule to include;

   a. Materials delivery schedule.

   b. Project start date.

   c. Project anticipated duration.

D. **Summary of work**: A mechanically attached overlay of the existing system with 3/8" XPS fanfold and a 50 MIL PVC single ply membrane.

E. **Existing Roof Preparation:** No tear off required. Remove loose debris from the existing membrane and prepare the existing Modified Bitumen roofing system in accordance with manufacturer's specifications.

F. Recover Board: Contractor shall furnish and install, via mechanical attachment, a 3/8" thick XPS FAN FOLD.

G. PVC Membrane:

a. Contractor shall furnish and install, via mechanical attachment, a white, 50 mil single-ply membrane roofing system that is fabricated of a weft inserted, low-shrink, anti-wicking polyester fabric and has a thermoplastic coating of PVC material laminated to both sides to attain a 15-year NDL warranty, meeting or exceeding the requirements listed in Section 1.9.

b. Membrane attachment shall be in accordance with the TDI requirements. An assembly report for the project has been provided for review by the contractor's TDI Engineer.

H. Parapet Wall: Contractor shall furnish and install, in accordance with Manufacturer's specification, the following:

a. Duro-Weave separator sheet between existing Mod Bit flashing and new Duro-Last membrane.

b. 50 MIL wall membrane; Wall Membrane shall be mechanically attached and terminated with Exceptional Metal 2 Piece Snap-On Compression Metal. Size appropriate to conceal any existing "shadowing" of the exterior wall.

c. Contractor to waterproof the existing wall penetrations for equipment attachment in accordance with the manufacture's specifications.

I. Roof Top Penetrations: Contractor shall install all new prefabricated membrane flashings on round and rectangle roof penetrations utilizing a reinforced PVC membrane, in accordance with manufacturer's specifications.

J. Drains: Options:

a. Option #1:

i. Contractor shall furnish and install, in accordance with manufacture's specifications, new Drain boot inserts and CDR rings.

ii. Contractor to provide NEW Duro-Last Drain Domes when using this option.

b. Option #2:

i. Contractor to inspect each drain bowl, if drain bowl is compromise (cracked) contractor shall flash the drain with Option #1.

ii. Contractor shall remove and clean ALL asphalt product from the existing drain clamping ring,

iii. Contractor to back seal the membrane, and re-install the drain clamping ring, DL Detail # 2011.

iv. Contractor may use existing drain dome strainer with this option. If drain dome strainer is missing, contractor to provide new drain dome strainer.

K. Overflow Scuppers: The contractor shall furnish and install Vinyl Coated Metal scupper materials required to flash all scuppers in accordance with the manufacturer's specifications to achieve the desired warranty. See page ("Scupper") at the end of this document for existing condition for explanation of termination of the Scupper.

L. Walkway Pad:

a. Include, in the bid, 1 pad at all service doors of all Roof Top Unit service door and at each roof access point, ladders and hatches.

b. Include in the bid, four (4) walk pads to go under existing Satellite structure.

M. Contractor shall dispose of all debris in an approved facility in accordance with all local, state and federal regulations.

N. **Warranty**: The contractor shall provide a 15-year NDL, **Supreme** warranty as outlined in Section 1.9 of these specifications.

1.1 SECTION INCLUDES

A. Overlay BUR: Granular-Surfaced Cap Sheet.

B. Duro-Last® PVC thermoplastic membrane attached with mechanical fasteners.

C. Duro-Guard® XPS Fan Fold - A, attached with mechanical fasteners.

D. Prefabricated flashings, corners, parapets, stacks, vents, and related details.

E. Fasteners, adhesives, and other accessories required for a complete roofing installation.

F. Traffic Protection.

1.2 REFERENCES

A. NRCA - The NRCA Roofing and Waterproofing Manual.

B. ASCE 7 - Minimum Design Loads For Buildings And Other Structures.

C. UL - Roofing Materials and Systems Directory, Roofing Systems (TGFU.R10128).

D. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.

E. ASTM D 751 - Standard Test Methods for Coated Fabrics.

F. ASTM D 4434 - Standard Specification for Poly(Vinyl Chloride) Sheet Roofing.

G. ASTM E 108 - Standard Test Methods for Fire Tests of Roof Coverings.

H. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

1.3 SYSTEM DESCRIPTION

A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.

B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.

C. Physical Properties:

1. Roof product must meet the requirements of Type III PVC sheet roofing as defined by ASTM D 4434 and must meet or exceed the following physical properties.
2. Thickness: 50 mil, nominal, in accordance with ASTM D 751.
3. Thickness Over Scrim: ≥ 28 mil in accordance with ASTM D 751.
4. Breaking Strengths: ≥ 390 lbf. (MD) and ≥ 438 lbf. (XMD) in accordance with ASTM D 751, Grab Method.
5. Elongation at Break: ≥ 31% (MD) and ≥ 31% (XMD) in accordance with ASTM D 751, Grab Method.
6. Heat Aging in accordance with ASTM D 3045: 176 °F for 56 days. No sign of cracking, chipping or crazing. (In accordance with ASTM D 4434).
7. Factory Seam Strength: ≥ 417 lbf. in accordance with ASTM D 751, Grab Method.
8. Tearing Strength: ≥ 132 lbf. (MD) and ≥ 163 lbf. (XMD) in accordance with ASTM D 751, Procedure B.
9. Low Temperature Bend (Flexibility): Pass at -40 °F in accordance with ASTM D 2136.
10. Accelerated Weathering: No cracking, checking, crazing, erosion or chalking after 5,000 hours in accordance with ASTM G 154.
11. Linear Dimensional Change: < 0.5% in accordance with ASTM D 1204 at 176 ± 2 °F for 6 hours.
12. Water Absorption: < 1.7% in accordance with ASTM D 570 at 158 °F for 166 hours.
13. Static Puncture Resistance: ≥ 56 lbs. in accordance with ASTM D 5602.
14. Dynamic Puncture Resistance: ≥ 14.7 ft-lbf. in accordance with ASTM D 5635.

D. Cool Roof Rating Council (CRRC):
   1. Membrane must be listed on CRRC website.
      a. Initial Solar Reflectance: ≥ 88%
      b. Initial Solar Reflective Index (SRI): ≥ 111
      c. 3-Year Aged Solar Reflectance: ≥ 68%
      d. 3-Year Aged Thermal Emittance: ≥ 84%
      e. 3-Year Aged Solar Reflective Index (SRI): ≥ 82

1.4 SUBMITTALS

A. Submit under provisions of Section 01300.

B. Duro-Last data sheets on each product to be used, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Installation methods.
   4. Maintenance requirements.

C. Shop Drawings: Indicate insulation pattern, overall membrane layout, field seam locations, joint or termination detail conditions, and location of fasteners.

D. Verification Samples: For each product specified, two samples, representing actual product, color, and finish.
   1. 4 inch by 6 inch sample of roofing membrane, of color specified.
   2. 4 inch by 6 inch sample of walkway pad.
   3. Termination bar, fascia bar with cover, drip edge and gravel stop if to be used.
   4. Each fastener type to be used for installing membrane, insulation/recover board, termination bar and edge details.

E. Installer Certification: Certification from the roofing system manufacturer that Installer is approved, authorized, or licensed by manufacturer to install roofing system.

F. Manufacturer's warranties.

1.5 QUALITY ASSURANCE

A. Perform work in accordance with manufacturer's installation instructions.

B. Manufacturer Qualifications: A manufacturer specializing in the production of PVC membranes systems and utilizing a Quality Control Manual during the production of the membrane roofing system that has been approved by and is inspected by Underwriters Laboratories.

C. Installer Qualifications: Company specializing in installation of roofing systems similar to those specified in this project and approved by the roofing system manufacturer.

D. Source Limitations: Obtain components for membrane roofing system from roofing membrane manufacturer.

E. There shall be no deviations from the roof membrane manufacturer's specifications or the approved shop drawings without the prior written approval of the manufacturer.

1.6 REGULATORY REQUIREMENTS

A. Conform to applicable code for roof assembly wind uplift and fire hazard requirements.

B. Fire Exposure: Provide membrane roofing materials with the following fire-test-response characteristics. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.

1. Exterior Fire-Test Exposure:

a. Class A; ASTM E 108, for application and roof slopes indicated.

2. Fire-Resistance Ratings: Comply with ASTM E 119 for fire-resistance-rated roof assemblies of which roofing system is a part.

3. Conform to applicable code for roof assembly fire hazard requirements.

C. Wind Uplift:

1. Roofing System Design: Provide a roofing system designed to resist uplift pressures calculated according to the current edition of the ASCE-7 Specification *Minimum Design Loads for Buildings And Other Structures*.

1.7 PRE-INSTALLATION MEETING

A. Convene meeting not less than one week before starting work of this section.

B. Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following.

1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing installer, roofing system manufacturer's representative, deck installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.

2. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
3. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
4. Review structural loading limitations of roof deck during and after roofing.
5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
6. Review governing regulations and requirements for insurance and certificates if applicable.
7. Review temporary protection requirements for roofing system during and after installation.
8. Review roof observation and repair procedures after roofing installation.

1.8 DELIVERY, STORAGE AND HANDLING

A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.

B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.

C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

D. Store roof materials and place equipment in a manner to avoid permanent deflection of deck.

E. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.9 WARRANTY

A. Contractor's Warranty: The contractor shall warrant the roof application with respect to workmanship and proper application for two (2) years from the effective date of the warranty issued by the manufacturer.

B. Manufacturer's Warranty: Must be no-dollar limit type and provide for completion of repairs, replacement of membrane or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition the warranty must meet the following criteria:

1. Warranty Period: 15 years from date issued by the manufacturer.
2. No exclusions for incidental or consequential damages.
3. No exclusion for damage caused by ponding water.
4. Issued direct from and serviced by the roof membrane manufacturer.
5. Transferable for the full term of the warranty.
6. No additional charge for the warranty.

PART 2 PRODUCTS

2.1 MANUFACTURER

A. Manufacturer: Duro-Last Roofing, Inc., which is located at: 525 Morley Drive, Saginaw, MI 48601. Telephone: 800-248-0280.

B. All roofing system components to be provided or approved by Duro-Last Roofing, Inc.

C. Substitutions: Not permitted.

2.2 ROOFING SYSTEM COMPONENTS

A. Roofing Membrane: Duro-Last® PVC thermoplastic membrane conforming to ASTM D 4434, type III, fabric-reinforced, PVC, NSF/ANSI 347 Gold or Platinum Certification, and a product-specific third-party verified Environmental Product Declaration. Membrane properties as follows:

1. Thickness:
   a. 50 mil.
2. Exposed Face Color:
   a. White.
3. Minimum recycle content 7% post-industrial and 0% post-consumer.
4. Recycled at end of life into resilient flooring or concrete expansion joints.

B. Accessory Materials: Provide accessory materials supplied by or approved for use by Duro-Last Roofing, Inc.

1. Sheet Flashing: Manufacturer's standard reinforced PVC sheet flashing.
2. Duro-Last Factory Prefabricated Flashings: manufactured using Manufacturer's standard reinforced PVC membrane.
   a. Stack Flashings.
   b. Curb Flashings.
   c. Inside and Outside Corners.

d. Drain Boots, Composite Drain Rings (CDR) and Dome Strainers.

e. Membrane Scupper Liners.

f. Vinyl Coated Pitch Pans.

3. Sealants and Adhesives: Compatible with roofing system and supplied by Duro-Last Roofing, Inc.

   a. Duro-Caulk® Plus.

   b. Strip Mastic.

4. Slip Sheet: Compatible with roofing system and supplied by Duro-Last Roofing, Inc.

   a. Duro-Weave™ Slip Sheet.

5. Fasteners and Plates: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane and insulation to substrate. Supplied by Duro-Last Roofing, Inc.

   a. #14 Heavy Duty Fasteners.

   b. #15 Extra Heavy Duty Fasteners.

   c. Poly Plates.

   d. 3 inch Metal Plates.

6. PV Anchors

7. Termination and Edge Details: Supplied by Duro-Last Roofing, Inc.

   a. Termination Bar.

   b. Universal 2-Piece Compression Metal System.

8. Vinyl Coated Metal: Supplied by Duro-Last Roofing, Inc. 24 gauge, hot-dipped galvanized, grade 90 metal with a minimum of 17 mil of Duro-Last membrane laminated to one side.

9. Two-Way Roof Vents: Supplied by Duro-Last Roofing, Inc. Install a minimum of 1 vent for each 1,000 ft² (93 m²) of roof area.

C. Underlayment Board:

1. Duro-Guard® XPS Fan Fold - A.

   a. 3/8 inch thick.

D. Walkways:

1. Provide non-skid, maintenance-free walkway pads in areas of heavy foot traffic and around mechanical equipment.

   a. Duro-Last Roof Trak® III Walkway Pad.

1.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that the surfaces and site conditions are ready to receive work.

B. Verify that the deck is supported and secured.

C. Verify that the deck is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.

D. Verify that the deck surfaces are dry and free of standing water, ice or snow.

E. Verify that all roof openings or penetrations through the roof are solidly set.

F. If substrate preparation is the responsibility of another contractor, notify Architect of unsatisfactory preparation before proceeding.

G. Prior to re-covering an existing roofing system, conduct an inspection of the roof system accompanied by a representative of the membrane manufacturer or an authorized contractor.
   1. Determine required fastener type, length, and spacing.
   2. Verify that moisture content of existing roofing is within acceptable limits.
   3. Identify damaged areas requiring repair before installation of new roofing.
   4. Conduct core cuts as required to verify information required.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Surfaces shall be clean, smooth, free of fins, sharp edges, loose and foreign material, oil, grease, and bitumen.

D. Re-Roofing Over Existing Single-Ply System:
   1. Remove all loose or high fasteners.
   2. Membrane contaminated with bitumen must be immediately cleaned. If cleaning does not remove the bitumen, the contaminated membrane must be replaced, or covered with both a slip sheet and new membrane.
   3. Blisters, buckles and other surface irregularities must be repaired or removed. If the damage is extensive, an approved rigid board insulation or a cover board must be installed.
   4. When the system is smooth or granular-surfaced, any approved slip sheet, insulation or cover board may be used to provide separation of the roof system and new membrane. Duro-Guard fan folds may be used if the surface is pea gravel or crushed

stone which is ¼ to 3/8 inch in size and has been leveled and maintained at 4 psf. For larger rock/gravel, utilize an approved rigid insulation or cover board.

5. If rock/gravel surfacing is removed, an approved fan fold, rigid insulation or cover board must be used. If embedded rock/gravel remains that protrudes out of the deck more than ¼ inch, do not use fan fold board. Instead, use an approved cover board or rigid insulation.
6. When installing polystyrene insulation over coal tar pitch or asphalt-based roof systems, a slip sheet must be used between the insulation and existing roof.

3.3 INSTALLATION

A. Install insulation in accordance with the roof manufacturer's requirements.

B. Separation Board: Duro-Guard® XPS Fan Fold - A.

1. Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet applicable design requirements.
   a. Install fasteners in accordance with the roof manufacturer's requirements. Fasteners that are improperly installed must be replaced or corrected.
   b. Attach boards in parallel courses with end joints staggered 50% and adjacent boards butted together with no gaps greater than ¼ inch.

C. Roof Membrane: 50 mil, Duro-Last® PVC thermoplastic membrane.

1. Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet the applicable design requirements.
2. Install fasteners in accordance with the roof manufacturer's requirements. Fasteners that are improperly installed shall be replaced or corrected.
3. Mechanically fasten membrane to the structural deck utilizing fasteners and fastening patterns that in accordance with the roof manufacturer's requirements.
4. Cut membrane to fit neatly around all penetrations and roof projections.
5. Unroll roofing membrane and positioned with a minimum 6 inch overlap.

D. Seaming:

1. Weld overlapping sheets together using hot air. Minimum weld width is 1-1/2 inches.
2. Check field welded seams for continuity and integrity and repair all imperfections by the end of each work day.

E. Membrane Termination/Securement: All membrane terminations shall be completed in accordance with the membrane manufacturer's requirements.

1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.

2. Provide securement at any angle change where the slope or combined slopes exceeds two inches in one horizontal foot.

F. Flashings: Complete all flashings and terminations as indicated on the drawings and in accordance with the membrane manufacturer's requirements.

1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
   a. Do not apply flashing over existing thru-wall flashings or weep holes.
   b. Secure flashing on a vertical surface before the seam between the flashing and the main roof sheet is completed.
   c. Extend flashing membrane a minimum of 6 inches (152 mm) onto the main roof sheet beyond the mechanical securement.
   d. Use care to ensure that the flashing does not bridge locations where there is a change in direction (e.g. where the parapet meets the roof deck).
2. Penetrations:
   a. Flash all pipes, supports, soil stacks, cold vents, and other penetrations passing through the roofing membrane as indicated on the Drawings and in accordance with the membrane manufacturer's requirements.
   b. Utilize custom prefabricated flashings supplied by the membrane manufacturer.
   c. Existing Flashings: Remove when necessary to allow new flashing to terminate directly to the penetration.
3. Pipe Clusters and Unusual Shapes:
   a. Clusters of pipes or other penetrations which cannot be sealed with prefabricated membrane flashings shall be sealed by surrounding them with a prefabricated vinyl-coated metal pitch pan and sealant supplied by the membrane manufacturer.
   b. Vinyl-coated metal pitch pans shall be installed, flashed and filled with sealant in accordance with the membrane manufacturer's requirements.
   c. Pitch pans shall not be used where prefabricated or field fabricated flashings are possible.

G. Roof Drains:

1. Coordinate installation of roof drains and vents specified in Section 15146 - Plumbing Specialties.
2. Remove existing flashing and asphalt at existing drains in preparation for sealant and membrane.
3. Provide a smooth clean surface on the mating surface between the clamping ring and the drain base.

H. Edge Details:

1. Provide edge details as indicated on the Drawings. Install in accordance with the membrane manufacturer's requirements.
2. Join individual sections in accordance with the membrane manufacturer's requirements.
3. Coordinate installation of metal flashing and counter flashing specified in Section 07620.
4. Manufactured Roof Specialties: Coordinate installation of copings, counter flashing systems, gutters, downspouts, and roof expansion assemblies specified in Section 07710.

I. Walkways:

1. Install walkways in accordance with the membrane manufacturer's requirements.
2. Provide walkways where indicated on the Drawings.
3. Install walkway pads at roof hatches, access doors, rooftop ladders and all other traffic concentration points regardless of traffic frequency. Provided in areas receiving regular traffic to service rooftop units or where a passageway over the surface is required.
4. Do not install walkways over flashings or field seams until manufacturer's warranty inspection has been completed.

J. Water cut-offs:

1. Provide water cut-offs on a daily basis at the completion of work and at the onset of inclement weather.
2. Provide water cut-offs to ensure that water does not flow beneath the completed sections of the new roofing system.
3. Remove water cut-offs prior to the resumption of work.
4. The integrity of the water cut-off is the sole responsibility of the roofing contractor.
5. Any membrane contaminated by the cut-off material shall be cleaned or removed.

3.4 FIELD QUALITY CONTROL

A. The membrane manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.

3.5 PROTECTION

A. Protect installed roofing products from construction operations until completion of project.

B. Where traffic is anticipated over completed roofing membrane, protect from damage using durable materials that are compatible with membrane.

C. Repair or replace damaged products after work is completed.

END OF SECTION

Scupper



PVC Vinyl Coated Metal scupper insert shall be back sealed and terminated, at 6" oc intervals, around the entire perimeter of the existing scupper metal at the location indicated in the picture.


Google

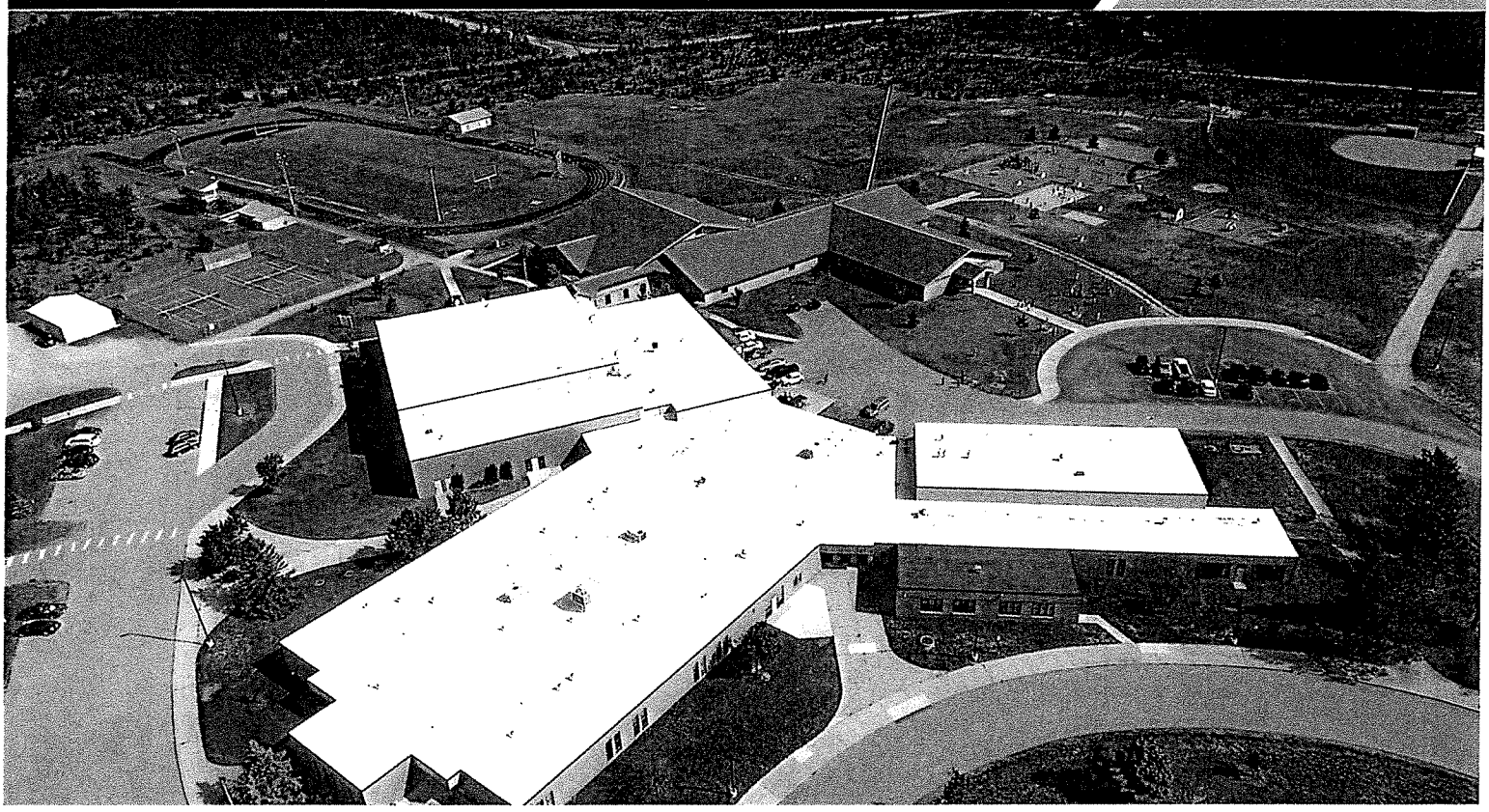
ADDITIONAL INFORMATION

1. All metal colors to be chosen from one of Duro-Last's standard color choices.
2. Open Market Items are not covered under the Duro-Last warranty.
3. If required, any HVAC, plumbing, electrical, or other miscellaneous work that may need to be moved or disconnected and reconnected (other than normal roofing practice) will need to be done by others at building owner's expense. The cost of these services is not included in this proposal.
4. Building owner is responsible for obtaining any necessary permits, engineering fees, or tests needed to meet state and local codes.
5. McAllen Valley Roofing Company to provide dump and disposal fees. All debris will be disposed of in an approved facility in accordance with all local, state, and federal regulations. Jobsite to be cleaned daily.
6. Work to be performed under OSHA rules and regulations.
7. Duro-Last and McAllen Roofing LLC are not responsible for existing building conditions such as, but not limited to, leaking walls, windows, gutters, interior drains, pipes, air conditioner equipment, electrical wiring, ducts, vents, fans, parapets, mansards, water lines, masonry walls, adjacent roofs, skylights, trim, existing water damage to the interior of the building (walls, ceilings, floors, etc.), hidden conduit within or below the existing roofing system, or the existence of mold.
8. Any bonds for this project apply only to the one-year maintenance period commencing on the date of substantial completion. Bonds do not extend to the full 15-year warranty period.

COOPERATIVE PURCHASING

DURO-LAST®
THE WORLD'S BEST ROOF®

Duro-Last®: the "World's Best Roof®"



OVER 38 YEARS OF SERVICE TO THE PUBLIC SECTOR

Known as the "World's Best Roof®," the Duro-Last® Roofing System is perfect for any flat, low-sloped, new or retrofit application. Whether your project is best handled with prefabricated Duro-Last deck sheets or roll goods, contractors can optimize installation time by using our precision-fabricated accessories and flashings.

Once installed, a Duro-Last Roofing System is watertight and maintenance-free. Duro-Last has met or exceeded all major fire and wind code requirements as well as regional approvals throughout the country, reinforcing Duro-Last's leadership in providing consistent watertight integrity.

Since 1978, over 2 billion square feet of Duro-Last membrane has been installed throughout North America. With manufacturing facilities in Saginaw, Michigan (corporate headquarters); Sigourney, Iowa; Grants Pass, Oregon; Carrollton, Texas; and Jackson, Mississippi along with over 60 Quality Assurance Technical Representatives across the country, and industry-leading warranties, the Duro-Last Roofing System is a great long-term investment for building owners.

TIPS
THE INTERLOCAL PURCHASING SYSTEM

COOPERATIVE PURCHASING

DURO-LAST®
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Duro-Last®: the "World's Best Roof®"

DURO-LAST, INC. AND THE TIPS COOPERATIVE HAVE PARTNERED TO BRING CONTRACT SAVINGS AND EFFICIENCIES TO PUBLIC AGENCIES NATIONWIDE.

The Interlocal Purchasing System (TIPS), one of the Premier National Purchasing Cooperatives in the United States, has been serving public agencies since 2002. TIPS helps provide a quick and efficient delivery of DURO-LAST, INC. services, while maintaining procurement compliance.

Contract Number:	2042816
Lead Agency:	Region 8 Education Service Center (Texas)
Contract Term:	4/28/2016 – 4/28/2017
Contract Information:	Visit https://www.tips-usa.com/duro-last.cfm
How to Register:	The TIPS website offers step-by-step instructions on how to become a member. The process is fast, and it's free. It is, however, specific to your home state. Please visit the following page to access the membership instructions and documents. https://www.tips-usa.com/membership.cfm
How to view the TIPS/Duro-Last Online Profile:	Visit https://www.tips-usa.com/duro-last.cfm • Overview: General Information • Due Diligence: Contract Documentation • Contacts: Duro-Last Contact Information

Duro-Last, Inc.
Chenelle Sauer
Government Sales Administrator
Phone: (800) 248-0280 Ext. 2223
Email: csauer@duro-last.com

TIPS
David Mabe
Vice President of Construction
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DURO-LAST®
THE WORLD'S BEST ROOF®

THE INTERLOCAL PURCHASING SYSTEM

A Department of Education Service Center Region 8, 4845 US Highway 271 North, Pittsburg, Texas 75686, (866) 839-8477

To: All TIPS Members

Re: TIPS Federal Funds Disclaimer and Information Sheet

To whom it may concern:

You have clicked on a link or otherwise sought to determine whether a specific TIPS Vendor on a specific TIPS Contract is EDGAR compliant. If the website states "No" to EDGAR compliance for that specific Vendor Contract, then the specific TIPS Vendor on that specific TIPS Contract is ***not EDGAR compliant***. If the website states "View Doc" to EDGAR compliance and you are linked to this letter, then TIPS has ensured the specific TIPS Vendor's compliance with 2 CFR 200 on the specified contract ***to the extent a cooperative can do so***, as described below.

Region 8 Education Service Center (Region 8 ESC) is a Texas Education Service Center which operates The Interlocal Purchasing System (TIPS), a purchasing cooperative and department of Region 8 ESC. This document certifies that Region 8 ESC and TIPS made every effort to comply with the most restrictive requirements of 2 CFR 200, identified for educational purposes as the Education Department General Administrative Regulations ("EDGAR"). Please note that federal funds not sourced from the US Department of Education are likely regulated by 2 CFR 200 but are not technically "EDGAR." Each federal agency and its corresponding state "pass-through" agency may interpret 2 CFR 200 differently. TIPS certifies that it competitively procures all awarded contracts pursuant to § 44.031 of the Texas Education Code, or Texas Government Code § 2269, as applicable, the most restrictive procurement method, and performs the most restrictive procurement method required by law and regulation, including all of the necessary steps outlined in 2 CFR 200, except the Price or Cost Analysis for purchases of $250,000 and greater. (See below). ***This letter certifies that the Vendor agreed to those 2 CFR 200 contract provisions for the specified contract.***

However, this TIPS certification cannot relieve Members of federal requirements that cannot reasonably be performed by cooperatives. For example, 2 CFR 200 requires a cost or price analysis for purchases over $250,000.00, a threshold adopted by TEA and the US Dept. of Education. TIPS does not perform a formal cost or price analysis because TIPS is not the entity making the actual purchase of goods or services. If a Vendor is awarded then TIPS has determined that the pricing is within the competitive range for the Vendor's offering. However, when required by law, the TIPS Member must perform the required analysis on the specific goods or services before seeking TIPS pricing/purchasing from the TIPS Vendor and then upon completion of the purchase process.

Additionally, due to the Texas Department of Agriculture Guidance ARM Section 17 ("ARM Section 17"), relating to Federal Child Nutrition Program Funds (Primarily Texas Public School Fund 240), requirement that all solicitations include specific quantities of goods or services purchased, TIPS Contracts are not in compliance with ARM Section 17 as a **stand-alone** purchase contract. This is because TIPS has no way of predicting which Members will purchase specific quantities of goods and services. However, for Federal Child Nutrition Fund purchases in which the ARM Section 17 required cost or price analysis has been performed by the Member, TIPS contracts may be used in conjunction with the Member's three quote process ***unless labeled with "No" as to EDGAR compliance.*** See also ARM Section 17.84 addresses purchasing through a "Third Party Cooperative that does not follow USDA Procurement Regulations". This will include TIPS and possibly other cooperatives that do not specify the exact quantities and line items procured by the cooperative. See the latest ARM Section 17 here.

If this letter was linked or provided in relation to a specific Vendor Contract then the Vendor has agreed to the 2 CFR 200 Contract provisions. For our Members' benefit, we encourage you, when expending federal funds, to make certain that you understand and comply with any other 2 CFR 200 requirements that cannot necessarily be met on your behalf by a cooperative. We also encourage you to incorporate all 2 CFR 200 TIPS Contract provisions agreed to by the Vendor into all supplemental agreements you enter into with the TIPS Vendor, if any. While TIPS works very hard to ensure legal purchasing compliance on Members' behalf TIPS does not provide legal counsel to its Members. TIPS recommends that you consult your legal counsel when executing contracts with TIPS Vendors. TIPS reserves the right to change its process as necessary in relation to updated guidance. Thank you for being a Member of TIPS and for letting us assist with your procurement needs.

SAR01242020

TIPS VENDOR AGREEMENT
PART 1 ONLY

Between Duro-Last, Inc. **and**
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 210603 Roofing - PART 1 ONLY

General Information

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

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

Terms and Conditions

Freight
All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

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

Customer Support
The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of

the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements
Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

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

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

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.

- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals
The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that Award Notifications are anticipated as published in the Solicitation
Example: *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial "three-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus three years.
Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.
Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

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

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

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

Invoices
Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

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

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

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a quarterly basis, specifically within 91 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

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

Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

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

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

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

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

TIPS Member Purchasing Procedures
Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

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

Licenses
Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful

provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

Novation

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

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

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

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

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

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

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the

Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

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

Survival Clause

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

Legal obligations

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

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing

firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

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

Choice of Law

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

Venue, Jurisdiction and Service of Process

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

Project Delivery Order Procedures

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

Status of TIPS Members as Related to This Agreement

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

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

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

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

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

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

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

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

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

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

Insurance Requirements

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

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

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

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation**: All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS**: If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products**: If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

TIPS 210502 Roofing (J PART with JOC) - PART 1 ONLY

Company Name Duro-Last, Inc.

Address 525 Morley Drive

City Saginaw State MI Zip 48601

Phone (800) 248-0280 Fax (800) 432-9331

Email of Authorized Representative cplyler@duro-last.com

Name of Authorized Representative Chenelle D. Plyler

Title Cooperative Purchasing Administrator

Signature of Authorized Representative Chenelle D. Plyler

Date 7/15/2021

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature David Wayne Fitts

Approved by ESC Region 8 David Wayne Fitts

Date 9-30-2021

Addendum to TIPS Vendor Agreement executed on or after September 1, 2021

Insert name of Vendor Duro-Last, Inc. **TIPS Solicitation #** 210603 P1

CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." *See* TEX. GOV'T CODE § 809.001(1).

sr **Initials of Authorized Representative of Vendor, if applicable**

CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least $100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. *See* TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." *See* TEX. GOV'T CODE § 2274.001(3) of SB 19.

sr **Initials of Authorized Representative of Vendor, if applicable**

CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

Client name is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the *client name* for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." *See* TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

sr **Initials of Authorized Representative of Vendor, if applicable**

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



210603

Duro-Last, Inc.

Supplier Response

Event Information

Number: 210603
Title: Roofing (2 PART with JOC)
Type: Request for Proposal
Issue Date: 6/3/2021
Deadline: 7/16/2021 03:00 PM (CT)
Notes: This is a 2 PART solicitation. PART 1 is for projects that are not considered construction or a public work. It includes, but is not limited to, parts, supplies, maintenance services and repairs. PART 2 Job Order Contract (JOC) is for projects considered construction or public work projects. The determination of whether or not a project requires a PART 2 JOC is the responsibility of the TIPS member entity. Vendors are encouraged to respond to BOTH PARTS 1 and 2 to meet the needs of our members, but responses to both parts is not required.

IF YOU CURRENTLY HOLD TIPS CONTRACT 180702 Roofing (JOC), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR ROOFING OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 180702 Roofing (JOC).

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Duro-Last, Inc. Information

Address: 525 Morley Drive
Saginaw, MI 48601
Phone: (800) 248-0280 x2223
Fax: (800) 432-9331

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

Chenelle Davila Plyler
Signature

cplyler@duro-last.com
Email

Submitted at 7/16/2021 12:23:58 PM

Requested Attachments

Supplementary — 1 - Duro-Last Corporate Brochure.pdf

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement PART 1 ONLY — 2 - Vendor Agreement PART 1 Duro-Last.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form PART 1 ONLY — 3 - Agreement Signature Form PART 1 Duro-Last.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.
If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Form 1 PART 1 ONLY — 4 - Pricing Form 1 PART 1 Duro-Last.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement PART 2 ONLY — 5 - Vendor Agreement PART 2 Duro-Last.pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form PART 2 ONLY — 6 - Vendor Agreement PART 2 Duro-Last.pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2 PART 1 ONLY — 7 - Pricing Form 2 PART 1 Duro-Last.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Warranty 8 - Warranty Information - Duro-Last.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

OPTIONAL - PART 2 - JOC Pricing of Itemized List of RS Means Non-Prepriced Items 9 - Part 2 JOC Pricing of Itemized List of RS Means Non-Prepriced Items Duro-Last.xlsx

The Vendor may download the optional Pricing of Itemized List of RS Means Non-Prepriced Items form from the attachment tab, fill in the requested information, and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

OPTIONAL PRICING EXHIBIT XACTIMATE UNIT PRICE BOOK PART 2 ONLY *No response*

PROPOSERS MAY SUBMIT ATTACHMENT ENTITLED "Optional Pricing Exhibit Xactimate Unit Price Book" AS AN ADDITIONAL PRICING METHOD TO THE REQUIRED RS MEANS METHOD. You may not offer Xactimate Pricing in lieu of RS Means Pricing and doing so will disqualify you. If you submit Xactimate as an additional option for pricing, it will be averaged with the score assigned for RS Means to arrive at your final pricing score during evaluation of your proposal.

Reference Form (PARTS 1 & 2) 11 - Reference Form Duro-Last.xls

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

D/M/WBE Certification OPTIONAL *No response*

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services 13 - Duro-Last Product Catalog.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

All Other Certificates *No response*

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks 15 - Duro-Last Logo.jpg

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS *No response*

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at https://www.tips-usa.com/assets/documents/docs/CIQ.pdf.

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION 16 - Duro-Last Certification of Corporate Officer.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying," *No response*

If you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Form 19 - Confidentiality Form - Duro-Last.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bonding Capacity Letter from Surety/Insurance Company 20 - Bonding Capacity Letter - Duro-Last.pdf

REQUIRED IF YOU ARE PROPOSING ON PART 2 -Attach the Bonding Capacity Letter from Surety/Insurance Company. if you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

Current W-9 Tax Form 21 - W9 Duro-Last.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Bid Attributes

1	**Yes - No** Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. No
2	**Yes - No** Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. No
3	**Yes - No** The Vendor can provide services and/or products to all 50 US States? Yes
4	**States Served:** If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) N/A
5	**Company and/or Product Description:** This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) The custom-fabricated, single-ply PVC Duro-Last commercial roofing system is ideal for any flat or low-sloped application. The custom-fabricated, single-ply PVC Duro-Last commercial roofing system is ideal for any flat or low sloped application. Extremely durable and easily installed by authorized Duro-Last contractors without disrupting building operations, the Duro-Last Roofing System is also watertight, highly reflective, resistant to chemicals, fire and high winds, as well as low maintenance. Duro-Last is a leader in vertical integration. Since the beginning, our founder, John R. Burt, strived to produce as many parts of a Duro-Last to control quality from top to bottom.

6 **Primary Contact Name**

Primary Contact Name

Chenelle Plyler

7 **Primary Contact Title**

Primary Contact Title

Cooperative Purchasing Administrator

8 **Primary Contact Email**

Primary Contact Email

cplyler@duro-last.com

9 **Primary Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8002480280

10 **Primary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8004329331

11 **Primary Contact Mobile**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

9892845391

12 **Secondary Contact Name**

Secondary Contact Name

Kevin Blaesser

13 **Secondary Contact Title**

Secondary Contact Title

Director of Sales Operations

14 **Secondary Contact Email**

Secondary Contact Email

kblaesse@duro-last.com

15 **Secondary Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8002480280

16 **Secondary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8004329331

17 **Secondary Contact Mobile**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

9895984430

18 **Admin Fee Contact Name**

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

Chenelle Plyler

19 **Admin Fee Contact Email**

Admin Fee Contact Email

cplyler@duro-last.com

20 **Admin Fee Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8002480280

21 **Purchase Order Contact Name**

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

Chenelle Plyler

22 **Purchase Order Contact Email**

Purchase Order Contact Email

govsales@duro-last.com

23 **Purchase Order Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8002480280

24 **Company Website**

Company Website (Format - www.company.com)

http://www.duro-last.com

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

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

Duro-Last Roofing, Inc.

26 **Primary Address**

Primary Address

525 Morley Drive

27 **Primary Address City**

Primary Address City

Saginaw

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

MI

29 **Primary Address Zip**

Primary Address Zip

48601

30 **Search Words:**

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

Commercial Roofing, PVC, PVC Roofing, Duro-Last, Duro-Last Roofing, Energy Efficient Roofing, Reflective Roofing, White Roofing, Reflective Roofing, Single Ply Roofing Membrane, 40 mil roof, 50 mil roof, 60 mil roof, 80 mil roof, Roofing Manufacturer, Flat Roofing, Low Sloped Roofing, Prefabricated Roofing, roofing stack, roofing curb, roofing drain, roofing corner, church roofing, restaurant roofing, hospital roofing, warehouse roofing, school roofing, shopping center roofing, retail roofing, Duro-Last Membrane, Duro-Tuff Membrane, Duro-Fleece Membrane, Duro-Last EV Membrane, Rock-Ply Membrane, Shingle-Ply Membrane, Vinyl Rib, Silicone Coating,Acrylic Coating, Duro-Shield Coatings, EXCEPTIONAL Metals, Reroof, Metal Roofing System, Insulated Metal Panels, Edge Metal, Prefabricated Edge Metal, Vinyl-Coated Edge Metal, Standing Seam Metal Roof, EM BattenLok Panel, EM Double-Lok Panel, EM LokSeam Panel, EM SuperLok Panel, EM Ultra-Dek Panel, EM PBR Panel, EM Retro-R Panel, 2 Piece Snap On Compression, Vinyl-Coated Drip Edge, All-Term, Scupper, Gutter, Collector Box, Fascia, Drip Edge

31 **Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Yes

32 **Yes - No**

Certification of Residency - The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. Does not affect scoring with TIPS.

No

33 **Company Residence (City)**

Vendor's principal place of business is in the city of?

Saginaw

34 **Company Residence (State)**

Vendor's principal place of business is in the state of?

MI

35 **Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.
Must answer with a number between 0% and 100%.

5%

36 **Yes - No**

If awarded on Part 1 of the TIPS Contract, for the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on PART 1 of the Vendor's TIPS Contract, if any.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

A. is regularly maintained by the manufacturer or Vendor of an item; and
B. is either published or otherwise available for inspection by a customer during the purchase process;
C. to which the minimum discount proposed by the proposing Vendor may be applied.

YES

37 **TIPS administration fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor or the vendor's named resellers and as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

38 **REQUIRED FOR PART 2 JOC - PRICING OF Regular Hours Coefficient**

What is your regular hours coefficient for the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

Remember that this is a ceiling price proposed. You can discount lower than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing is included in the attachments for your information.

The below is an Example of how pricing model works (not intended to influence your proposed coefficient, you should propose a coefficient that you determine is right for your business):

To propose the exact pricing as the RS Means Unit Price Book, you would insert a 1.0 and to propose a 5% discount for the RS Means Price Book would be a .95 regular hours coefficient and so on.

1

39 **REQUIRED FOR PART 2 JOC - PRICING OF After Hours Coefficient**

What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

Remember that this is a ceiling price proposed. You can discount to any TIPS Member customer a lower coefficient than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing titled "Pricing Coefficient Instruction" is included in the attachments for your information.

The below is an EXAMPLE of how the pricing model works (It is not intended to influence your proposed coefficient, you should propose a coefficient that you determine is reasonable for your business for the life of the contract): The most common after hours coefficient is time and a half of the RS Means Unit Price Book prices. To illustrate this coefficient, if your regular hours coefficient is .95, your after hours coefficient would be 1.45.

1.3

40 **REQUIRED FOR 2 PART JOC - PRICING for Markup of Non-Prepriced Items in RS Means Unit Price Book**

What is your proposed Markup Percentage on materials not found in the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

If any materials being utilized for a project cannot be found in the RS Means Price Book, this question is what is the markup percentage on those materials?

When answering this question please insert the number that represents your percentage of proposed markup. Example: if you are proposing a 30 percent markup, please insert the number "30".

Remember that this is a ceiling markup. You may markup a lesser percentage to the TIPS Member customer when pricing the project, but not a greater percentage.

EXAMPLE: You need special materials that are not in the RS Means Unit Price Book for a project. You would buy the materials and mark them up to the TIPS Member customer by the percentage you propose in this question. If the materials cost you, the contractor, $100 and you proposed a markup on this question for the material of 30 percent, then you would charge the TIPS Member customer $130 for the materials.

30%

41 **Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

Agreed

42 **Yes - No**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

No

43 **Years experience in this category of goods or services.**

Company years experience in this category of goods or services?

43

44 **Resellers:**

Does the vendor have resellers that it will name under this contract?

Resellers are defined as other companies that sell your products under an agreement with you, as the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

No

45 **Right of Refusal**

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

Yes

46 **NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;

2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:

3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;

4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

47 **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.
The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

No

48 **Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

No response

49 **Regulatory Standing**

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

50 **Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

No response

51	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** By submission of this bid or proposal, the Bidder certifies that: I affirm under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below; (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

52	**Suspension or Debarment Instructions**

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

53 **Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

54 **Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3)
email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

☑ Yes, I certify (Yes)

55

2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

56

2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

57

2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

58	**2 CFR PART 200 Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes
59	**2 CFR PART 200 Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree? Yes
60	**2 CFR PART 200 Federal Rule** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $250,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act? Yes

61	**2 CFR PART 200 Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above? Yes
62	**2 CFR PART 200 Rights to Inventions** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor agree? Yes
63	**2 CFR PART 200 Domestic Preferences for Procurements** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Does vendor agree? Yes

64	**2 CFR PART 200 Ban on Foreign Telecommunications** Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Does vendor agree? Yes
65	**2 CFR PART 200 Equal Employment Opportunity** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein. Does vendor agree? Yes
66	**2 CFR PART 200 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)** [*Applicable ONLY to contracts in excess of $100,000 involving mechanics or laborers.*] Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on qualifying contracts, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process. Does vendor agree? Yes

67	**Certification Regarding Lobbying** Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. I HAVE NOT Lobbied per above
68	**Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"** ONLY IF you answered "I HAVE Lobbied per above" to attribute above titled "Certification Regarding Lobbying", please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.
69	**Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement. YES

70	**ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?** ONLY IF YES TO THE ABOVE QUESTIONS OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. YES
71	**If proposing on PART 2, Davis-Bacon Act compliance.** IF proposing on PART 2, Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part S, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act {40 U.S.C. 314S), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. BY SUBMITTING A PROPOSAL FOR PART 2 OF THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE and if proposing on PART 2 of this solicitation.

72 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

By submitting a proposal to PART 2 of this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

73 **Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Do you agree to these terms?

☑ Yes, I Agree (Yes)

74 **Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

Yes, I Agree

75 **Remedies Explanation of No Answer**

No response

76	**Choice of Law** The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas. Do you agree to these terms? Agreed
77	**Venue, Jurisdiction and Service of Process** Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas. Do you agree to these terms? Agreed
78	**Alternative Dispute Resolution Explanation of No Answer** *No response*
79	**Infringement(s)** The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved. Do you agree to these terms? Yes, I Agree
80	**Infringement(s) Explanation of No Answer** *No response*
81	**Acts or Omissions** The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor. Do you agree to these terms? Yes, I Agree

82	**Acts or Omissions Explanation of No Answer** *No response*

83	**Contract Governance** Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language. ☑ Yes, I Agree (Yes)

84	**Payment Terms and Funding Out Clause** Payment Terms: TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member. Funding Out Clause: Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body. See statute(s) for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? ☑ Yes, I Agree (Yes)

85	**Insurance and Fingerprint Requirements Information** Insurance If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance. Fingerprint It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: http://www.statutes.legis.state.tx.us/ If the vendor has staff that meet both of these criterion: (1) will have continuing duties related to the contracted services; and (2) has or will have direct contact with students Then you have "covered" employees for purposes of completing the attached form. TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474. See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

86

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Some

87	**Texas Business and Commerce Code § 272 Requirements as of 9-1-2017** SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.
88	**Texas Government Code 2270 & 2270 Verification Form** Texas Government Code 2270 & 2271 Verification Form If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf I swear and affirm that the above is true and correct. YES
89	**Logos and other company marks** Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred Potential uses of company logo: * Your Vendor Profile Page of TIPS website * Potentially on TIPS website scroll bar for Top Performing Vendors * TIPS Quarterly eNewsletter sent to TIPS Members * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

90	**Solicitation Deviation/Compliance** Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Yes
91	**Solicitation Exceptions/Deviations Explanation** If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation. *No response*
92	**Agreement Deviation/Compliance** Does the vendor agree with the language in the Vendor Agreement? No
93	**Agreement Exceptions/Deviations Explanation** If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement. PAGE 4 - PARTICIPATION FEES & REPORTING OF SALES: Duro-Last would like to enter into a quarterly reporting and payment schedule.
94	**Long Term Cost Evaluation Criterion on PART 1 EVALUATION ONLY** READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for the life of the contract, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points. price increases will be < 5% annually per question

95 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.
Select A., B. or C.
A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
OR B.My firm is not owned nor operated by anyone who has been convicted of a felony, OR
C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

96 **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)

2. The named person's role in the firm, and

3. Details of Conviction(s).

No response

97 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form
This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.
Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

98 **Choice of Law clauses for TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

99	**Venue of dispute resolution with a TIPS Member** In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties. Agreed
100	**Indemnity Limitation with TIPS Members** Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ". **Agreement is a required condition to award of a contract resulting from this Solicitation.** Agreed
101	**Arbitration Clauses** Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS? **Agreement is a required condition to award of a contract resulting from this Solicitation.** Agreed
102	**Upload of Current W-9 Required** Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

REFERENCES

ALL INFORMATION MUST BE TYPED AND FORM MUST BE UPLOADED IN EXCEL FORMAT. DO NOT HANDWF

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

References are Required for PART 1 & Part 2. Please verify your references are current and valid, as they are a SIGNIFICANT required evaluation component of the PART 2 evaluation process, and the evaluation cannot be completed

You may provide more than three (3) references.

Entity Name	Contact Person	**VALID EMAIL IS REQUIRED**	Phone
Olmsted Falls City Schools	Tim Atkinson	tatkinson@ofcs.net	(440) 427-6004
Burleson ISD	Cliff Holden	cholden@burlesonisd.net	(817) 245-1146
City of Steubenville	Chuck Murphy	wastewater@cityofsteubenville.us	(740) 381-3364

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION.

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Duro-Last, Inc.
(Name of Corporation)

I, Steve Ruth (~~Name of Corporate Secretary~~) **certify that I am the** ~~Secretary~~ Senior Vice President **of the Corporation named as OFFERER herein above; that**

Chenelle D. Plyler

(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Cooperative Purchasing Administrator

(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available

SIGNATURE

7-15-2021
DATE

ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO EXPEND FUNDS FOR THE ROOF SYSTEM REPLACEMENT AT THE POLICE DEPARTMENT BUILDING.

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2021-2022 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT #21

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 121 – GF ARP Funding					
Expenditures-5					
2101	Police	Building	71300	$77,214.19	

[To amend the City of Kingsville FY 21-22 Budget to expend funds for the roof system replacement at the Police Department building. Funding will come from the unappropriated fund balance of the GF ARP funding.]

II.

THAT all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

THAT this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

INTRODUCED on this the 28th day of March 2022.

PASSED AND APPROVED on this the 11th day of April 2022.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney