



**AGENDA  
CITY OF ALLEN  
CITY COUNCIL REGULAR MEETING  
JANUARY 26, 2021 - 7:00 PM  
CITY COUNCIL CHAMBERS  
ALLEN CITY HALL  
305 CENTURY PARKWAY  
ALLEN, TX 75013**

**Call to Order and Announce a Quorum is Present.**

**Pledge of Allegiance.**

**Public Recognition.**

1. Citizen's Comments.

*[The City Council invites citizens to speak to the Council on any topic not on the agenda or not already scheduled for Public Hearing. Prior to the meeting, please complete a "Public Meeting Appearance Card" and present it to the City Secretary. The time limit is three minutes per speaker, not to exceed a total of fifteen minutes for all speakers.]*

2. Presentation of Proclamations by the Office of the Mayor.

- Presentation of a Proclamation to Hindu Swayamsevak Sangh Proclaiming January 16 - January 31, 2021, as *Health for Humanity Yogathon Period*.

3. Presentation of a Check from Credit Union of Texas to the Allen Police Department.

**Consent Agenda.**

*[Routine Council business. Consent Agenda is approved by a single majority vote. Items may be removed for open discussion by a request from a Councilmember or member of staff.]*

4. Approve Minutes of the January 12, 2021, Regular City Council Meeting.

5. Award Bid and Authorize the City Manager to Purchase Tires for Fleet Vehicles with Just Tires (Goodyear), Graham Truck & Tire Center, Blagg Tire, Southern Tire Mart, and T&W Tire, with an Option for Two One-Year Renewals for an Estimated Annual Amount of \$175,000.

6. Authorize the City Manager to Execute a Contract Amendment with TB2

Services, dba Aire Dynamics, Inc., for Additional HVAC Preventative Maintenance and Repair Services at all City Facilities, Increasing the Total Amount to \$400,000.

7. Accept the Resignation of Alex Evans and Declare a Vacancy in Place No. 2 on the Board of Adjustment / Building and Standards Committee / Sign Control Board.
8. Motion to Appoint Councilmember Chris Schulmeister to Serve on the North Central Texas 9-1-1 Emergency Communications District Board.

#### **Regular Agenda.**

9. Conduct a Public Hearing and Adopt a Resolution Amending the 2020-2024 Consolidated Plan and 2020-2021 Annual Action Plan for the Community Development Block Grant (CDBG) Program.
10. Adopt a Resolution Authorizing the City Manager to Execute a Contract with The Texas Department of Housing and Community Affairs to Administer the Texas Emergency Rental Assistance Program and the Texas Eviction Diversion Program in the Amount of \$150,000.

#### **Other Business.**

11. Calendar.
12. Items of Interest. [*Council announcements regarding local civic and charitable events, meetings, fundraisers, and awards.*]

#### **Executive Session. (As needed)**

Legal, Section 551.071.

*As authorized by Section 551.071(2) of the Texas Government Code, the Workshop Meeting and/or the Regular Agenda may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the City Attorney on any Agenda Item Listed Herein.*

(Closed to Public as Provided in the Texas Government Code.)

13. Consultation with City Attorney Pursuant to Section 551.071 of the Texas Government Code —

Discussion Regarding City Charter Amendments

14. Reconvene and Consider Action on Items Resulting from Executive Session.

#### **Adjournment.**

This notice was posted at Allen City Hall, 305 Century Parkway, Allen, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Friday, January 22, 2021, at 5:00 p.m..

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Shelley B. George, City Secretary

Allen City Hall is wheelchair accessible. Access to the building and special parking are available at the entrance facing Century Parkway. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 214.509.4105.

<b>CITY COUNCIL AGENDA COMMUNICATION</b>
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**AGENDA DATE:**

January 26, 2021

**SUBJECT:**

Presentation of Proclamations by the Office of the Mayor.

- Presentation of a Proclamation to Hindu Swayamsevak Sangh Proclaiming January 16 - January 31, 2021, as *Health for Humanity Yogathon Period*.

**STAFF RESOURCE:**

Shelley B. George, City Secretary

**ATTACHMENTS:**

Proclamation



*Office of the Mayor  
City of Allen*

*Proclamation*

- WHEREAS,** YOGA is an ancient process of keeping the human mind and body in good health, and the Surya Namaskar (SUN Salutation) is a special sequence of YOGA postures that provide the key health benefits of YOGA in a very concise package; and,
- WHEREAS,** Hindu Swayamsevak Sangh (HSS) is a voluntary, non-profit, social and cultural organization, aiming at preserving and passing on the ancient Hindu heritage and cultural values to the next generation of Hindus through education programs and community service activities; and,
- WHEREAS,** HSS is organizing a Health for Humanity Yogathon with the goal to promote awareness and health benefits of yoga to the community at large by adopting a healthy lifestyle; and,
- WHEREAS,** the City of Allen congratulates HSS for their outstanding job of helping to preserve and promote the ancient heritage around the world.

**NOW, THEREFORE, I, KENNETH M. FULK, MAYOR OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, proclaim January 16 –31, 2021, as:**

**“HEALTH FOR HUMANITY YOGATHON PERIOD”**

in Allen, Texas, and I urge all citizens to take cognizance of this event and participate in all the events related thereto in this community.

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Kenneth M. Fulk, MAYOR

<b>CITY COUNCIL AGENDA COMMUNICATION</b>
--

**AGENDA DATE:**

January 26, 2021

**SUBJECT:**

Approve Minutes of the January 12, 2021, Regular City Council Meeting.

**STAFF RESOURCE:**

Shelley B. George, City Secretary

**ATTACHMENTS:**

Minutes

## **ALLEN CITY COUNCIL**

### **REGULAR MEETING**

**JANUARY 12, 2021**

#### **Present:**

Kenneth Fulk, Mayor

#### **Councilmembers:**

Gary L. Caplinger, Mayor Pro Tem

Kurt Kizer

Carl Clemencich (arrived at 6:18 p.m.)

Lauren Doherty

Chris Schulmeister

Baine Brooks

#### **City Staff:**

Eric Ellwanger, City Manager

Eric Strong, Deputy City Manager

Tim Dentler, Assistant City Manager

Rebecca Vice, Assistant City Manager

Shelley B. George, City Secretary

Teresa Warren, Director, Public and Media Relations

Rocio Gonzalez, Deputy City Secretary

Pete Smith, Attorney

#### **Workshop Session**

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With a quorum of the Councilmembers present, the Workshop Session of the Allen City Council was called to order by Mayor Fulk at 6:00 p.m. on Tuesday, January 12, 2021, in the Basement Meeting Rooms of the Allen City Hall, 305 Century Parkway, Allen, Texas.

- 1. Update and Discussion Regarding Community Assistance Programs in Response to COVID-19.**
- 2. Update on Department of Community Enhancement Activities and Implementation of the 5-Year Community Enhancement Plan.**  
  
Mayor Fulk moved this item to a future workshop meeting.
- 3. Questions on Current Agenda.**
- 4. Committee Updates from City Council Liaisons.**

With no further discussion, the Workshop Session of the Allen City Council was adjourned at 6:50 p.m. on Tuesday, January 12, 2021.

**Call to Order and Announce a Quorum is Present**

With a quorum of the Councilmembers present, the Regular Meeting of the Allen City Council was called to order by Mayor Fulk at 7:01 p.m. on Tuesday, January 12, 2021, in the Council Chambers of the Allen City Hall, 305 Century Parkway, Allen, Texas.

**Pledge of Allegiance**

**Public Recognition**

**1. Citizen Comments.**

Stephanie Cook, 713 Bel Air Drive, Allen, Texas, spoke regarding development impacting residential properties along Bethany and Alma.

**Consent Agenda**

**MOTION:** Upon a motion made by Councilmember Clemencich and a second by Councilmember Brooks, the Council voted seven (7) for and none (0) opposed to adopt all items on the Consent Agenda as follows:

**2. Approve Minutes of the December 8, 2020, Regular City Council Meeting.**

**3. Adopt a Resolution Establishing the 2021 State Legislative Program for the City of Allen.**

**RESOLUTION NO. 3794-1-21(R):** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ADOPTING A STATE LEGISLATIVE PROGRAM; AND, PROVIDING AN EFFECTIVE DATE.

**4. Adopt a Resolution Appointing the Tax Increment Finance (TIF) Board of Directors for Tax Increment Financing Reinvestment Zone Number Three (Farm District Zone).**

**RESOLUTION NO. 3795-1-21(R):** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPOINTING THE INITIAL BOARD OF DIRECTORS OF THE ALLEN TAX INCREMENT FINANCING REINVESTMENT ZONE NO. 3; AND PROVIDING FOR AN EFFECTIVE DATE.

**5. Adopt a Resolution Suspending the January 23, 2021 Effective Date of CoServ Gas, Ltd.'s, Requested Increase to Permit City Time to Study the Request and to Establish Reasonable Rates; Approving Cooperation with Other Cities in the CoServ Gas, Ltd. Service Area; Hiring Legal and Consulting Services to Negotiate with the Company and Direct Any Necessary Litigation and Appeals; Authorizing Intervention in Docket OS-20-00005136 at the Railroad Commission; Requiring Reimbursement of Cities' Rate Case Expenses.**

**RESOLUTION NO. 3796-1-21(R):** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, SUSPENDING THE JANUARY 23, 2021, EFFECTIVE DATE OF COSERV GAS, LTD.'S, REQUESTED INCREASE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH OTHER CITIES IN THE COSERV GAS, LTD., SERVICE AREA; HIRING

LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; AUTHORIZING INTERVENTION IN DOCKET OS-20-00005136 AT THE RAILROAD COMMISSION; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING AND EFFECTIVE DATE.

6. **Authorize the City Manager to Execute a Contract with Aqua Backflow for Software Maintenance and Management Services for the Cross Connection Control and Commercial Irrigation Programs in the City of Allen.**
7. **Authorize the City Manager to Execute a Service Agreement with Motorola Solutions for Hardware and Software Maintenance of the P-25 Trunked Radio System Utilized by Public Safety For a Total 5-Year Amount of \$1,434,073.**
8. **Authorize the City Manager to Purchase Irrigation Equipment and Supplies from Interspec, LLC, through the Texas Buy Board Local Government Purchasing Cooperative for an amount of \$148,109.**
9. **Accept the Resignation of Cristie Johnson and Declare a Vacancy in Place No. 5 on the Public Art Committee.**
10. **Motion to Set Saturday, January 23, 2021, as the Date for the Strategic Planning Session with City Council.**
11. **Receive the Investment Report for Period Ending September 30, 2020.**
12. **Receive the Financial Report for Period Ending September 30, 2020.**

The motion carried.

#### **Regular Meeting**

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13. **Conduct a Public Hearing and Adopt an Ordinance for a Specific Use Permit SUP for a Restaurant (drive-in or through) Use Located on Lot 2, Block A, Greenville Center Addition; Generally Located South of Stacy Road and East of Andrews Parkway (and commonly known as 350 E. Stacy Road). [Chick-Fil-A (Stacy)]**

Mayor Fulk opened the public hearing and asked anyone wishing to speak for or against this item to do so at this time.

With no one speaking, Mayor Fulk closed the public hearing.

**ORDINANCE NO. 3797-1-21:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP, AS PREVIOUSLY AMENDED, BY GRANTING SPECIFIC USE PERMIT NO. 178 AUTHORIZING LOT 2, BLOCK A, GREENVILLE CENTER ADDITION, PRESENTLY ZONED AS CORRIDOR COMMERCIAL "CC" ZONING DISTRICT, TO BE USED FOR A RESTAURANT (DRIVE-IN OR THROUGH) USE; PROVIDING A CONFLICTS RESOLUTION

CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

**MOTION:** Upon a motion made by Councilmember Caplinger and a second by Councilmember Schulmeister, the Council voted seven (7) for and none (0) opposed to adopt Ordinance No. 3797-1-21, as previously captioned, granting Specific Use Permit No. 178 for a restaurant (Drive-in or through) use. The motion carried.

#### **Other Business**

**14. Calendar.**

- January 23, 2021 – City Council Strategic Planning Session, Allen Senior Recreation Center

**15. Items of Interest.**

- The Allen City Council expressed its appreciation to the men and women of the Allen Fire Department and Allen Police Department for their handling of the COVID-19 pandemic and the successful process established for administering the vaccine.

Mayor Fulk recessed the Regular Agenda at 7:26 p.m. and announced the Executive Session.

#### **Executive Session**

In accordance with the Texas Government Code, the Allen City Council convened into Executive Session at 7:30 p.m. on Tuesday, January 12, 2021, in the Basement Meeting Rooms of the Allen City Hall, 305 Century Parkway, Allen, Texas, in order to discuss matters pertaining to:

**16. Economic Development Deliberation Pursuant to Section 551.087 of the Texas Government Code:**

- Discussion of Potential Economic Incentives for Properties Along the 121 Corridor.

The Executive Session adjourned at 8:41 p.m. on Tuesday, January 12, 2021.

**17. Reconvene and Consider Action on Items Resulting from Executive Session.**

The Allen City Council reconvened into the Regular Meeting at 8:46 p.m. on Tuesday, January 12, 2021. No action was taken on items discussed during Executive Session.

#### **Adjournment**

Mayor Fulk adjourned the Regular Meeting of the Allen City Council at 8:46 p.m. on Tuesday, January 12, 2021. The motion carried.

These minutes approved on the 26<sup>th</sup> day of January 2021.

**APPROVED:**

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**Kenneth M. Fulk, MAYOR**

**ATTEST:**

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**Shelley B. George, TRMC, CITY SECRETARY**

<b>CITY COUNCIL AGENDA COMMUNICATION</b>
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**AGENDA DATE:**

January 26, 2021

**SUBJECT:**

Award Bid and Authorize the City Manager to Purchase Tires for Fleet Vehicles with Just Tires (Goodyear), Graham Truck & Tire Center, Blagg Tire, Southern Tire Mart, and T&W Tire, with an Option for Two One-Year Renewals for an Estimated Annual Amount of \$175,000.

**STAFF RESOURCE:**

Debra Morris, Purchasing Manager  
Casey Bennett, Purchasing Analyst

**ACTION PROPOSED:**

Award Bid and Authorize the City Manager to Purchase Tires for Fleet Vehicles with Just Tires (Goodyear), Graham Truck & Tire Center, Blagg Tire, Southern Tire Mart, and T&W Tire, with an Option for Two One-Year Renewals for an Estimated Annual Amount of \$175,000.

**BACKGROUND**

The City of Allen recognizes the advantages of teaming with like governmental agencies for large-volume procurement opportunities needed for immediate delivery. The State of Texas Government Code has given municipalities the authority to participate in cooperative purchasing programs such as the Collin County Governmental Purchasers Forum under Section 791.003 and 791.011. Staff determines the most advantageous options for procuring goods and services before recommending award, such as bidding on our own or participation in a cooperative purchasing program.

The City of Allen Purchasing Division served as the lead agency in developing the specifications and soliciting the bid documents on behalf of the Collin County Governmental Purchasers Forum. The participating agencies include the following:

- City of Allen
- Allen ISD
- City of Frisco
- Collin County
- Collin County Community College
- Lovejoy ISD

Five bids were received and opened on December 31, 2020, by the City of Allen Purchasing Division. It was determined by staff that Just Tires (Goodyear) and Graham Truck & Tire Center provide the best value to meet the needs of the City of Allen. Blagg Tire, Southern Tire Mart, and T&W Tire have provided best value bids meeting the various needs and multiple locations of the Collin County Governmental Purchasers Forum.



## **BUDGETARY IMPACT**

The purchases will be funded through the operating funds of the various City departments. Participating agencies from the Collin County Governmental Purchasers Forum will be billed directly for goods and services rendered.

## **STAFF RECOMMENDATION**

Staff recommends that the City Council award bid and authorize the City Manager to Purchase Tires for Fleet Vehicles with Just Tires (Goodyear), Graham Truck & Tire Center, Blagg Tire, Southern Tire Mart, and T&W Tire, with an Option for Two One-Year Renewals for an Estimated Annual Amount of \$175,000.

## **MOTION**

*I make a motion to award bid and authorize the City Manager to Purchase Tires for Fleet Vehicles with Just Tires (Goodyear), Graham Truck & Tire Center, Blagg Tire, Southern Tire Mart, and T&W Tire, with an Option for Two One-Year Renewals for an Estimated Annual Amount of \$175,000.*

## **ATTACHMENTS:**

Bid



GENERAL INFORMATION

CITY OF ALLEN, TEXAS

BIDS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING MANAGER

**INVITATION FOR BID  
SOLICITATION #2021-11-22  
PURCHASE AND INSTALLATION OF TIRES (RE-BID)**

BID PACKAGES ARE DUE TO THE  
PURCHASING DIVISION PRIOR TO:

**DECEMBER 31, 2020 @ 2:00 P.M.**

NO LATE BIDS WILL BE ACCEPTED

**ELECTRONIC RESPONSES SUBMITTED THROUGH  
IONWAVE E-BID SYSTEM ARE RECOMMENDED**

<http://allentx.ionwave.net>

**SUBMIT ORIGINAL BID AND TWO COPIES**  
ALONG WITH CURRENT INSURANCE CERTIFICATE

BID PACKAGES  
MAY BE DELIVERED OR MAILED TO:

**CITY OF ALLEN PURCHASING DIVISION  
305 CENTURY PARKWAY  
ALLEN, TX 75013**

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Casey Bennett, CGFO, Purchasing Analyst, 214-509-4643, [cbennett@cityofallen.org](mailto:cbennett@cityofallen.org)

COVER SHEET

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## **SECTION I - NOTICE TO OFFERORS**

### **1.1 INTRODUCTION**

Section I provides general information to potential bidders on subjects such as where to submit bids, number of copies, amendments, proprietary information designation, and other similar administrative elements.

### **1.2 SUBMISSION OF PROPOSAL**

Electronic responses submitted via our online bidding system (<http://allentx.ionwave.net>) are the preferred method of receiving responses for this solicitation. All bids will be sealed and received by the City of Allen Purchasing Office. Bids shall be in one envelope clearly marked: Bid Number, Title, and Opening Date on the outside of the envelope containing the bid.

#### **INVITATION FOR BID # 2021-11-22 PURCHASE AND INSTALLATION OF TIRES (RE-BID)**

Sealed offers are to be submitted to:  
City of Allen - Purchasing Division  
305 Century Parkway  
Allen, TX 75013

#### **NO LATE OFFERS WILL BE ACCEPTED FACSIMILE OR EMAILED BIDS WILL NOT BE ACCEPTED**

#### **Bid Opening December 31, 2020 @ 2:00 P.M. Central Time**

Promptly thereafter, all Bids that have been duly received will be publicly opened and read aloud via teleconference.

### **1.3 NUMBER OF COPIES**

Bidder shall submit **one (1) original set and two (2) copies** of bid documents. This will greatly facilitate the evaluation process. The bid shall remain the property of the City of Allen. The original copy shall be unbound and clearly marked **"Original"**.

### **1.4 BID INFORMATION**

All questions regarding bid preparation, the selection process, specifications and interpretations of the terms and conditions of the bid shall be submitted in writing. Any addenda will be issued no later than three (3) calendar days prior to the deadline for submission of offers.

### **1.5 DISCLOSURE OF RESPONSE**

All information submitted in an accepted response must be retained by the City of Allen for the period specified in the City of Allen's record retention schedule created under Government Code Section 441.180, et sequitur. The information will not be returned to the respondent. The Public Information Act (PIA), Government Code Chapter 552, allows the public to have access to information in the possession of a governmental body through an open records request. Therefore, the respondent shall clearly identify in the response any confidential or proprietary information. Proprietary information identified by the respondent in the response, will be kept confidential by the City of Allen to the extent permitted by state law. The City of Allen merely raises the exception on behalf of the vendor. The City of Allen takes no legal position on disclosure. The City of Allen will use best efforts to give the respondent or the awarded vendor an opportunity to present to the Office of the Attorney General its arguments for non-disclosure of its identified confidential or proprietary information.

## **DISCLOSURE OF INTERESTED PARTIES**

Texas Legislature passed HB 1295 that now requires a government entity receive a Disclosure of Interested Parties (Form 1295) before entering a contract with a vendor that requires action by the City Council. Form 1295 was created by the Texas Ethics Commission per the direction of the Texas Legislature. The form must be completed electronically on the Texas Ethics Commission website, <https://www.ethics.state.tx.us>. Once you have electronically completed the form, you must print the form, sign & notarize the form, then deliver the form to the City of Allen along with the executed contract. This will apply to contracts that will require Council approval, in most situations will be \$50,000 or greater.

### **1.6 ADDENDA/AMENDMENTS**

Any interpretations, corrections and/or changes to a bid solicitation or extensions to the opening date will be made by addenda to the respective document when necessary. An addendum will be published and distributed by email to all that are known to have received a copy of the bid and related specifications. However, it shall be the sole responsibility of the bidder to verify issuance/non-issuance of addenda and to check all avenues of document availability prior to opening date and time to ensure bidder's receipt of any addenda issued. No addenda will be issued 3 days prior to bid opening. The last day for questions will be **on Wednesday, December 23<sup>rd</sup>, 2020 at 2:00 PM. The last day for addenda will be on Monday, December 28<sup>th</sup>, 2020 at 2:00 PM.** Any addenda issued within 3 working days of the bid opening will automatically delay the bid opening by one week. Bidders will be notified of the new bid opening time and date as determined by the City of Allen Purchasing Department. The offeror is required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies must be submitted as part of the signed bid submittal.

### **1.7 BID SUBMITTALS**

Bids shall be submitted on the forms provided to insure complete uniformity of wording of all bids. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

*If an emergency or unanticipated event interrupts normal City processes so as to cause postponement of the scheduled bid opening, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal City processes resume or to such other date and time as may be provided by the Procurement Services Office in a written notice to bidders."*

### **1.8 ACCEPTANCE**

Any offer received shall be considered an offer, which may be accepted by the City of Allen based on initial submission without discussions or negotiations. By submitting an offer in response to this solicitation the bidder agrees that any offer it submits may be accepted by the City of Allen at any time within 90 days from the close date.

The City of Allen reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Allen. Failure of the bidder to provide in its offer any information requested in the bid may result in rejection for non-responsiveness.

#### ***Responsive Bidder***

A bid that fully conforms in all material respect to the Invitation for Bid (IFB) and all its requirements, including all form and substance.

#### ***Responsible Bidder***

A business entity or individual who has the capability, financial and technical capacity to perform the requirements of the solicitation and subsequent contract. Responsible bidders shall not have been convicted of, or pled guilty to, crimes involving procurement fraud or damage to the environment during the previous five years and shall not currently be included on any list of debarred or suspended business entities or individuals.

## **1.9 AWARD**

The City of Allen intends to make an award using the evaluation criteria and other factors as indicated in this bid. The award shall be based on the lowest responsible and best-qualified bidder whose evaluation by the City of Allen indicates to be in the best interest of the City and taxpayers.

Bid will be awarded based on "best value". The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting the successful bidder:

- the purchase price;
- the reputation of the bidder and the bidder's services;
- the quality of the bidder's service;
- the extent to which the bidder's services meet the City's needs;
- the bidder's past business relationship with the City;
- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities; and
- the total long-term cost to the City to acquire the bidder's goods or services.

## **1.10 BID TABULATIONS**

Bid tabulations can be accessed through the electronic bidding system. Please allow at least one week after opening date for bids to be tabulated.

## **1.11 CONTRACT ADMINISTRATION**

The City of Allen will be purchasing tires for City Fleet vehicles across the organization; therefore, the Purchasing Division shall be responsible for administration of this purchase for compliance with the interpretation of scope, schedule, billings, requirements and budget.

## **1.12 SUBSTANTIVE BIDS**

The respondent shall certify (a) that the bid submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that has not solicited or induced any other person, firm, or corporation from bidding; and (d) that has not sought by collusion to obtain for himself any advantage over any other respondents or over the City of Allen.

The City of Allen may make such investigations as it deems necessary to determine the ability of the bidder to provide satisfactory performance in accordance with bid requirements, and the respondent shall furnish to the City all such information and data for this purpose.

Minimum standards for responsible prospective bidders are as follows:

- Have adequate financial resources, or the ability to obtain such resources;
- Be able to comply with the required or proposed schedules and project requirements;
- Competitive pricing;
- Have a satisfactory record of performance for contracts of similar scope; (complete attached reference sheet)
- Have a satisfactory record of integrity and ethics; and
- Completeness and thoroughness of bid submittal.

## **1.13 DEFINITIONS**

- Bidder refers to submitter.
- Vendor refers to Successful Bidder or Contractor.
- Submittal refers to those documents required to be submitted to the City of Allen, by a bidder.

**1.14 INQUIRIES**

Questions about this bid shall be in **writing and directed to Casey Bennett** at the following address. Questions resulting in changes to this solicitation will be provided in the form of an amendment to the solicitation.

Casey Bennett, CPCP, CGFO  
Purchasing Analyst  
305 Century Parkway  
Allen, TX 75013  
214-509-4643  
[cbennett@cityofallen.org](mailto:cbennett@cityofallen.org)

**1.15 SCHEDULE OF EVENTS**

The upcoming schedule of events is tentative scheduled as follows:

Advertising Requirements	December 3 & 10, 2020
Pre-Bid Conference	December 16, 2020 @ 2PM
Deadline for Questions	December 23, 2020 @ 2PM
Deadline for Addenda	December 28, 2020 @ 2 PM
Bids Due	December 31, 2020 @ 2PM

**1.16 TELECONFERENCE INFORMATION**

A Pre-Bid Teleconference will be held on Wednesday, December 16, 2020 at 2PM. The information for this teleconference is as follows:

Call-In Number: 830-476-3317	Password: 952 236 321#
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A Public Bid Opening will be held immediately following the close of this bid on Thursday, December 31, 2020 at 2PM. The information for this teleconference is as follows:

Call-In Number: 830-476-3317	Password: 699 896 016#
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## **SECTION II GENERAL TERMS & CONDITIONS**

The City of Allen bid packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the vendor will be found non-responsive.

- 2.1 These instructions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted.
- 2.2 The City shall have the authority to disapprove or reject unsatisfactory work, services or equipment. If required by the City, the vendor shall promptly correct all unsatisfactory work and replace all defective equipment, and shall bear all direct, indirect and consequential costs of such correction.
- 2.3 The City reserves the right to waive any minor defect, irregularity, or informality in any bid, quotation, or proposal. The City may also reject any or all bids, quotations, or proposals without cause prior to award.
- 2.4 The City reserves the right to enforce the performance of this contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the vendor fails to meet schedules or otherwise perform in accordance with these specifications. Breaches of contract or default authorize the City to purchase the services from the next low bidder or re-bid and charge the difference in cost to the defaulting vendor.
- 2.5 The contract shall remain in effect until contract expires, except for breach of contract, or is terminated by either party with a thirty (30) day written notice prior to any cancellation. The vendor shall state therein the reasons for such cancellation. Notice of termination must be transmitted via certified mail to the other party's designated representative.
- 2.6 The vendor shall be held responsible for and shall make good, without expense to the City, any and all damage, injury or loss due to the execution of his work. The vendor shall protect all finished building surfaces from damage and shall repair any damage to the building or property caused by delivery or installation of product.
- 2.7 The vendor agrees to indemnify and hold harmless the City against all claims or alleged claims or demands for damages, including all expenses incurred, arising from accidents to employees of either party hereto or to the public, or from claims or alleged claims of damages to the property of the City or to adjoining property caused directly or indirectly by said vendor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them in connection with the performance of this contract.
- 2.8 The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
- 2.9 In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion of its own entire defense; however, City is under no obligation to do so, any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and contractor shall be liable for all costs incurred by City.
- 2.10 The vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City.



- 2.11 This bid, when properly accepted by the City, shall constitute a contract equally binding between the vendor and the City. No different or additional terms shall become a part of this contract except for a change order processed through the Purchasing Department.
- 2.12 This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, Texas.
- 2.13 The successful bidder and the City of Allen agree that each party have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
- 2.14 Bidder acknowledges and represents that they are aware of laws, City Charter and City Code of Conduct regarding Conflicts of Interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land or rights or interest in any land, materials, supplies or service..."
- 2.15 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a Local Government entity, disclose in the questionnaire form CIQ, the vendor or person's affiliation or business relationship that might cause a Conflict of Interest. This form must be filed with the Records Administrator no later than 7 business days after the date the person becomes aware of facts that require the statement to be filed. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
- 2.16 All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations. The Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work.
- 2.17 The City reserves the right to audit the records and performance of vendor during the term of the contract and for three years thereafter.
- 2.18 Unless otherwise notified, all invoices must be sent to the Accounts Payable, Finance Department at the address listed on page one (1). Invoices must show the item(s) shipped/work performed and the purchase order number applicable to the transaction in order to insure prompt payment.
- 2.19 Payment will be made in accordance with Texas statutes. Term of Payment is net 30 days after the date the City receives the goods in accordance with the contract, the date the performance of service in accordance with the contract is completed, or the date the agency receives an invoice for the goods or services, whichever occurs the latest. If your company provides a discount for early payment, please indicate in this solicitation. This will not be considered an evaluation factor in the award of the bid(s).
- 2.20 Funds for payment have been approved. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved; therefore, anticipated obligations that may arise past the end of the current City fiscal year shall be subject to budget approval. The City of Allen is a Home-Rule Municipal Corporation operated and funded October 1 to September 30.
- 2.21 The City of Allen is by statute tax-exempt therefore pricing shall not include taxes. Tax exemption certificates will be executed by the City and furnished upon request.
- 2.22 Vendors shall state a firm completion time. The City reserves the right to cancel orders and/or assess financial penalties if the vendor fails to complete project as promised. Work shall be scheduled between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise approved by the City.
- 2.23 When offering products other than those bid, the City reserves the right to request a sample/demo of the product for evaluation. In such cases, the bidder must provide a sample/demo of the product at no charge to the City within three days of the request and must

pick up the product after the evaluation. Failure to provide an evaluation product within the three-day period will disqualify the bidder from further consideration. If the bidder offers a product other than that specified, specifications must be included in the bid package. Bid responses not listing manufacturer or part numbers in the Mfg./Pt No. section of the bid form will be considered as bidding according to specification, and if awarded, will be required to provide exactly what was specified. Samples should not be enclosed with bid unless requested.

- 2.24 The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretation of these specifications shall be made based on this statement.
- 2.25 Testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.
- 2.26 When unit price differs from extended price, the unit price prevails.
- 2.27 In case of a discrepancy between the product number and description, the description takes precedence.
- 2.28 When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products.
- 2.29 Response to specification is primary in determining the lowest responsible bid.
- 2.30 The City of Allen reserves the right to award a vendor bid as an "alternate award". The alternate vendor's bid shall remain in effect for the term of the awarded contract, should the primary vendor become unable or unwilling to complete the contract term. The alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.
- 2.31 The City of Allen reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.
- 2.32 Bid prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
  - 2.32.1 A price redetermination may be considered only at the anniversary dates of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A. Insurance Coverage Rates, Producers Price Index or employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics, etc. The bidders experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best value bid. The City of Allen reserves the right to accept or reject price redetermination as it deems to be in the best interest of the City. Annual contract escalators and consumer price index adjustments cannot exceed 3.5%. The City of Allen is operating under new constraints from State Legislature and our efforts are focused on finding solutions that maximize our impact on the community. Any adjustment in pricing must be presented to the City of Allen at least 90 days prior to the expiration or renewal of the current agreement. Notice of renewal will be given to the Contractor in writing by the City of Allen, normally within 30 days prior to the expiration date of the current contract.
- 2.33 A bid price may not be withdrawn or canceled by the bidder for a period of 90 days following the date designated for the receipt of bids without written approval of the Purchasing Manager, and bidder so agrees upon submittal of bid.

- 2.34 No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be made in writing.
- 2.35 Any interpretations, corrections or changes to this bid packet will be made by addendum. Sole issuing authority shall be vested in the City of Allen Purchasing Division. Addenda will be sent to all who are known to have received a copy of this bid packet. If the Addenda contain changes to the specification or bid form, bidders shall acknowledge receipt of all addenda or they will be declared non-responsive.
- 2.36 Bid tabulations can be accessed in the City of Allen electronic bidding system <https://allentx.ionwave.net/Login.aspx>. Please allow at least one week after opening date for bids to be tabulated.
- 2.37 All work, materials, equipment, and supplies, furnished under this contract shall comply with applicable laws, ordinances and regulations.
- 2.38 Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
- 2.39 Quotations must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior notice to the Purchasing Division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons of failure to meet specifications, authorizes the Purchasing Division to purchase goods elsewhere and charge any increase in cost and handling to the defaulting bidder.
- 2.40 F.O.B. will be Destination/Inside Delivery/Installed at the location stated on the City's purchase order, acceptable only during normal working hours. The price will be firm lump sum all-inclusive cost for all materials, work, transportation, and all other costs of whatsoever nature for each item listed. Vendor will be responsible for all claims against the carrier for all freight and/or drayage damage. The City assumes no liability for goods delivered in damaged or unacceptable condition. Vendor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by District of damage. Shipments will be made to the specific locations described in the bid specifications. If the vendor must deliver to the specified room, the vendor must remove all packing and debris, which results from set- up and installation. Owner dumpsters cannot be used.
- 2.41 At the time of the opening of bids each bidder shall be presumed to have inspected the sites and to have read and shall be thoroughly familiar with the contract requirements. The failure or omission of any bidder to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.
- 2.42 The City shall have the right to do other work, or to let other contracts for work to be done, on the same sites as specified for the work to be done under this contract, and the City's arrangements as to precedence of work and the relationship between the Vendor and the City shall be decisive.
- 2.43 It is the policy of the City of Allen that whenever practical, products should be purchased which contain the highest percentage of post-consumer recovered material available in the marketplace and/or the highest percentage of pre-consumer recovered material available in the marketplace.
- 2.44 Texas Government Code, Chapter 2252, non-resident bidders; Texas Law prohibits Cities and Governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidders state.
- 2.45 The vendor shall purchase and maintain in force the following kinds of insurance for

operations under the contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work:

2.46 Workers' Compensation Coverage – **Statutory See Insurance Requirements in Exhibit**

2.47 Prevailing Wage Rates - The contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the project. The contractor shall comply with the Davis Bacon Act. Upon request by the Owner, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the owner to ensure compliance with this provision. Attention is called to the fact that the inclusion of a minimum scale of wages to be paid to employees engaged in the work under this Contract does not release the Contractor from compliance with any State Wage Law that may be applicable. The Contractor shall abide by the Wage and Hour Laws of the State and must not pay less than the wages legally prescribed as set forth herein.

2.47.1 Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts or types of workmen or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the respective Rate Per Hour.

2.47.2 For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workmen or mechanics is the product of (a) one and one-half times the respective Rate per Hour, times (b) the number of hours worked on a legal holiday.

2.47.3 The "general prevailing rate for overtime work" for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate per Hour.

2.47.4 Under the provisions of Article 5159a Vernon's Annotated Texas Statutes, the Contractor shall forfeit as a penalty to the entity on whose behalf the Contract is made or awarded, Ten Dollars (\$10.00) for each laborer, workman, or mechanic employed, for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated rates for any work under the Contract, by him or by any subcontractor under him.

2.48 The Davis-Bacon Act, 40 U.S.C. §§ 276-A276A-7, provides that locally prevailing wages and fringe benefits must be paid to laborers and the mechanics employed on Federally Funded contracts exceeding \$2,000 that may involve construction, alteration, maintenance or repair. The new interim rule clarifies that all Programs or Activities funded by ARRA and meeting the Davis-Bacon criteria will be subject to the requirements under Davis-Bacon. The awarding agency must include the following provision in issuing grant announcements or requesting applications.

2.48.1 "Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code.

2.48.2 Pursuant to reorganization Plan No. 14 and the Copeland Act. 40 U.S.C. 3145, The Department of Labor has issued regulation at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-bacon contract clauses found in 29 C.F.R. 5.5(A) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating)"

- 2.49 Buy American Act See <http://www.whitehouse.gov/> or Buy American Certification for revisions, amendments and more information; Sec 1605. The Contractor shall comply with the Buy American Act. All materials installed shall be in accordance with the Buy American Act. Use of American iron, steel, and manufactured goods. None of the funds appropriated or otherwise made available by this act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
- (A) Subsection (A) shall not apply in any case or category of cases in which the head of the Federal Department or agency involved finds that:
    - a. Applying Subsection (A) would be inconsistent with the public interest;
    - b. Iron, steel, and the relevant manufactured goods are not produced in the United States in enough and reasonably available quantities and of a satisfactory quantity; or
    - c. Inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
  - (B) If the head of a Federal Department or agency determines that it is necessary to waive the application of subsection (A) based on a finding under subsection (B), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.
  - (C) This section shall be applied in a manner consistent with United States Obligations under International Agreements.
- 2.50 Provide the names and locations of at least three (3) references at which the offeror has conducted similar services and requirements along with specific individuals whom we may contact for references.
- 2.51 All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Secretary.
- 2.52 Bidders must be capable of providing criminal background checks on all employees performing services in facilities or on properties that are open to the public.
- 2.53 EVALUATION CRITERIA  
PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE". The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting a contractor:
- the purchase price;
  - the reputation of the bidder and the bidder's services;
  - the quality of the bidder's service;
  - the extent to which the bidder's services meet the City's needs; and
  - the bidder's past business relationship with the City.
- 2.54 PROHIBITION OF BOYCOTT ISRAEL  
Vendor verifies that it does not Boycott Israel and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non- profit entity or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.
- 2.55 STORM WATER MANAGEMENT  
Under the Authority of the Clean Water Act, the Environmental Protection Agency (EPA), the City of Allen has endeavored to reduce / improve storm water quality per direction of the Texas Commission of Environmental Quality (TCEQ). The City of Allen has developed

standard operating procedures (SOP's) for our Storm Water Management Program (SWMP). By signing this contract all vendors accept to follow our SOP's of our SWMP. Follow the link for our SOP's <http://www.cityofallen.org/933/Storm-Water-Management>.

2.56 COOPERATIVE PURCHASING

As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this bid is not specifically for the Collin County Governmental Purchaser's Forum, each entity wishing to participate must have prior authorization from the City of Allen and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Allen shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by the entities. Bidder is to state their willingness to allow other governmental entities to participate in this contract, if awarded. Vendors bidding products other than those specified should submit technical specification literature with bids.

**IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?**

\_\_\_\_\_ **YES**

\_\_\_\_\_ **NO**

### **SECTION III SPECIFICATIONS**

#### **PURPOSE**

The City of Allen is soliciting bids on behalf of the Collin County Governmental Purchasers Forum (see membership list attached) for the purchase of new tires with optional installation services, in accordance with the specifications provided herein. This Contract, if awarded, shall be performed on an as needed basis, with estimated annual expenditures as listed below. The following list of agencies has identified themselves as users of this contract. Contractor shall allow the same use to the members under the Collin County Governmental Purchasers Forum list attached.

City of Allen:	\$175,000
Allen ISD:	\$60,000
City of Frisco:	\$10,500
Lovejoy ISD:	\$14,000
Collin County:	\$25,000
Collin College:	\$35,000

The figures above are an estimate only and are not a commitment to buy any specific quantity. Orders will be placed on an as needed basis.

#### **DURATION OF AGREEMENT**

The contract period shall commence upon execution of the contract and continue for a period of one (1) year with two (2) optional one-year renewals to be exercised at the City's sole discretion.

#### **VENDOR QUALIFICATIONS**

Bidder shall be a fully authorized distributor for the manufacturer's tires offered. Bidder shall operate a fully equipped and outfitted stocking facility capable of providing all tires and related services.

Bidder shall submit references as evidence of successful performance of similar services. A minimum of three (3) references should be submitted. Vendor shall use the form provided within the solicitation, Bidder Qualification Statement (Exhibit 4) to submit reference information.

Prior to contract award, the lowest qualified bidder shall submit evidence as may be required to establish their financial responsibility, experience, and possession of such equipment and tools as may be needed to complete all work in an efficient, safe and satisfactory manner. Shall the low bidder fail to produce satisfactory evidence to the City on any of the aforementioned points, they may be disqualified, and the work awarded to the next low bidder. Bidders should also submit a pricing catalog or website to allow entities to verify pricing against the discounts being offered through this solicitation.

#### **TIRE BRANDS**

The City of Allen considers "tire brands" as the name stamped on the tire. Acceptable tire brands for Police Pursuit/Light Emergency vehicles (1 ton & under) are Goodyear & Firestone.

Below highly preferred brand names per categories listed in the Bid Form:

1. Light Vehicles (1 ton & under): Goodyear, Bridgestone, B.F. Goodrich, Michelin, and Firestone.
2. Small Equipment (under 35hp): Carlisle.
3. Heavy Truck (over 1 ton): Goodyear, Bridgestone, and Michelin.
4. Heavy Equipment (over 1 ton): Goodyear, Bridgestone, General, Firestone, and Armstrong.

## **POLICE TYPE HIGH SPEED PURSUIT TIRES**

1. Tires for Police High Speed Applications furnished under this bid shall conform with the latest Department of Transportation (DOT) requirements. Tires shall have a speed rating of H (130 mph) and V (149 mph). All tires shall be minimum first line tubeless tires and have a minimum load range "B", minimum tread wear 240, temperature rated "A" and traction rated "A". NO CONSIDERATION WILL BE GIVEN TO TIRES WHICH ARE LESS THAN FIRST LINE.
2. Tires furnished under this section shall not be more than one (1) year old on date of receipt.
3. Each tire shall be stamped or branded with the manufacturer's name or trademark, the tire size and load range, serial number, and date of manufacturer.

The above tires have been pre-qualified as acceptable brands. Bidders meeting the above described specifications and whose tires have not been pre-qualified, may be required to supply four (4) tires at no cost to the City of Allen within three (3) business days of notification for testing purposes. Test will be performed by the City of Allen Police Department to determine acceptability. Tires will be tested for braking and stopping ability, handling characteristics, performance, durability, and wear.

## **SERVICES**

Certain entities will require service for their tires and the bidder shall provide all necessary labor, equipment, and materials required to perform the following services on an as needed basis:

1. Mount and dismount of tires on entity-owned rims.
2. Removal and installation of tires on entity-owned vehicles.
3. Flat tire repairs.
4. Valve stem replacements.
5. Removal of a tire/rim assembly from vehicles and replace with same.
6. Wheel alignments.
7. Tire disposal.
8. Lifetime computer balancing including heavy truck tires.
9. Tire rotations.
10. Road Services must be available 24 hours, 7 days a week
11. Response to service calls to be provided within one (1) hour of notification from entity.
12. All tires are to be replaced or patched as needed (no plugs).

## **RETAIL LOCATIONS**

Bidders must submit a list of all retail locations willing and able to offer the discounts off listed on the products and services requested in this solicitation. If retail locations offer "Government Rates", please indicate that information as part of the pricing section of this document. If a catalog with these rates is available, please provide that information as a supplement to the pricing section.

## **DELIVERY LOCATIONS**

Unless otherwise stated, all items bid shall be delivered to the ordering agency location identified at the time of order. Ordering agencies are responsible for identifying locations and hours of delivery at the time of order. Costs to deliver, product handling and service calls shall be included as a separate line item in the Pricing section. Do not include sales tax in the bid price as the City of Allen and the Collin County Governmental Purchasers Forum are exempt from federal excise tax, including federal transportation tax. All orders shall be shipped F.O.B. destination.



**TURNAROUND TIME**

Awarded Vendor must make all effort to complete satisfied services in a timely manner. All tire services and tire replacements shall take no more than a 2-hour turnaround timeframe per vehicle from the time of drop off. All public safety vehicles such as Police and Fire shall be priority. If services are estimated beyond a 2-hour turnaround time completion, the vendor must inform the customer at time of drop off.

In the event a vehicle needs to be parked overnight for service, the vendor will be responsible to secure the vehicle, completely protecting it from vandalism and theft.

**MINIMUM CHARGE**

The City of Allen and the Collin County Governmental Purchasers Forum will not accept a proposal with a minimum charge stipulation.

**CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

**ADDITIONS/DELETIONS**

The City of Allen and members of the Collin County Governmental Purchasing Forum reserves the right to add or delete tires due to the addition/deletion of vehicles.

**METHODS OF PAYMENT**

The City of Allen will primarily be utilizing a credit card as the preferred method of payment for this commodity. Members of the Collin County Governmental Purchasers Forum may issue Purchase Orders for this commodity. The City of Allen will not be responsible for any orders placed/delivered by any other entity.

The methods of payment for services will be by credit card and/or purchase order. Vendor will be responsible for submitting invoices to the appropriate ordering agency. Invoices/Receipts from the vendor shall at a minimum must include the company information, date of invoice, correct purchase order/contract number, date of purchase, description and pricing with percent discount shown for verification purposes. Invoices not containing the minimum requirements will be returned to the vendor for correction and resubmission. Participants are not responsible for payment if invoices do not contain the minimum requirements on the invoice. Payment terms are NET 30. All invoices shall be sent to [accountspayable@cityofallen.org](mailto:accountspayable@cityofallen.org).

**RESPONSIBILITIES, PROTECTION OF CITY FACILITIES, EQUIPMENT AND VEGETATION**

The vendor will be responsible to the performance all work outlined in this bid solicitation. The vendor shall also be responsible for all damages to persons or property that occurs as a result of the vendor's fault or negligence.

The vendor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the City property. If vendor fails to use reasonable care and causes damage to any of this property, the vendor shall replace or repair the damage at no expense to the City. If the vendor fails or refuses to make such repair or replacement, the vendor shall be liable for the cost, which may be deducted from the contract price.

**CITY OF ALLEN QUALITY ASSURANCE PROGRAM**

Each phase of services rendered under this contract is subject to City inspection, both during and after completion of tasks. The City's quality assurance program is NOT a substitute for quality control by the contractor. The City of Allen's quality assurance does not relieve the

contractor from the responsibility of performing adequate services specified in the contract.

### **RIGHT TO AUDIT**

Vendor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by vendor of any of its payee pursuant to execution of the contract. Such records subject to examination shall also include, but not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the City shall have access to said records from the effective date of this contract, for the duration of the work, and until two (years) after the date of final payment by the City to vendor.

The City shall have access to vendor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, to conduct audits in compliance with this article. The City shall give vendor reasonable advance notice of intended audits.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by contractor to the City in excess of five percent (5%) of the total contract billings, the actual cost of the City's audit shall be paid by Contractor.

### **SUBCONTRACTING**

No portions of the work will be assigned to a sub-contractor without the prior written consent of the City.

### **INSPECTION OF SERVICES**

1. Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
2. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during contract performance.
3. The City has the right to inspect all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The City shall perform inspections in a manner that will not unduly delay the work.
4. If any of the services do not conform to contract requirements, the City may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may—
  - a. Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
  - b. Reduce the contract price to reflect the reduced value of the services performed.
  - c. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the City may—
  - d. By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
  - e. Terminate the contract for default.

### **WARRANTY OF SERVICES**

1. Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the City of Allen approves specific services, as complete performance of the contract.

2. Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Purchasing Department shall give written notice of any defect or nonconformance to the Contractor within 24 hours. This notice shall state either—
  - a. That the Contractor shall correct or re-perform any defective or nonconforming services; or
  - b. That the City does not require correction or re-performance.
3. If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Purchasing Manager may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.
4. If the City does not require correction or re-performance, the Purchasing Manager shall make an equitable adjustment in the contract price.

**SECTION IV**  
**BID FORM/PRICING**

*NOTE: The City reserves the right to award each line item separately, by each section or award as 'all-or-none', whichever the city deems in the best interest of the City.*

**\*\*IMPORTANT NOTE: Bidders should also submit a pricing catalog or website to allow entities to verify pricing against the discounts being offered through this solicitation.\*\***

**Group 1 – Pursuit Rated Tires for PD Vehicles (Percent Off Discount by Brand)**

Goodyear	_____ %
Bridgestone/Firestone	_____ %
Michelin	_____ %
Other Approved Equivalent (specify brand)	_____ %

**Group 2 – Light Vehicles (Percent Off Discount by Brand)**

Goodyear	_____ %
Bridgestone/Firestone	_____ %
Michelin	_____ %
Other Approved Equivalent (specify brand)	_____ %

**Group 3 – Small Equipment, Tractors and Lawn Mowers (Percent Off Discount by Brand)**

Goodyear	_____ %
Bridgestone/Firestone	_____ %
Michelin	_____ %
Carlisle	_____ %
Other Approved Equivalent (specify brand)	_____ %

**Group 4 – Heavy Duty Trucks, Buses and Fire Apparatus (Percent Off Discount by Brand)**

Goodyear	_____ %
Bridgestone/Firestone	_____ %
Michelin	_____ %
Other Approved Equivalent (specify brand)	_____ %

**Group 5 – Heavy Duty Equipment (Percent Off Discount by Brand)**

Goodyear	_____ %
Bridgestone/Firestone	_____ %
Michelin	_____ %
Other Approved Equivalent (specify brand)	_____ %

**Group 6 – Trailers (Percent Off Discount by Brand)**

Goodyear	_____ %
Bridgestone/Firestone	_____ %
Michelin	_____ %
Carlisle	_____ %
Other Approved Equivalent (specify brand)	_____ %

**Group 7 – Services (Please Indicate Flat Rate or Cost per Hour)**

Tire Mounting/Dismounting (flat rate or cost per hour)	_____
Tire Balancing (flat rate or cost per hour)	_____
Wheel Alignment (flat rate or cost per hour)	_____
Tire Rotation (flat rate or cost per hour)	_____
Replacement of Valve Stems (flat rate or cost per hour)	_____
Tire Disposal Fee (flat rate or cost per hour)	_____
Flat Tire Repair (flat rate or cost per hour)	_____
Delivery Charge (flat rate or cost per mile)	_____

## BID ENDORSEMENT

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:

\_\_\_\_\_  
(OFFICIAL Firm Name)

By: \_\_\_\_\_  
(Original Signature) **Must be signed to be considered responsive**

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title) (Date)

Remittance  
Address: \_\_\_\_\_

\_\_\_\_\_  
(Zip Code)  
Phone #: (\_\_\_\_) \_\_\_\_\_

Fax #: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

If an addendum is issued for this bid, please acknowledge receipt.

**ADDENDA/AMENDMENTS:**

- 1) \_\_\_\_\_ date acknowledged
- 2) \_\_\_\_\_ date acknowledged
- 3) \_\_\_\_\_ date acknowledged

## SECTION V – EXHIBITS

### EXHIBIT 1

#### CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

- (a) Vendor on City property or public right-of-way for the City of Allen shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage's as required herein or that the subcontractors are included under the contractor's policy.
- (b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

User shall during the term hereof maintain in full force and affect the following insurance: The City reserves the right to amend or require addition all types depending on the nature of the work.

#### **Contracts in the Amount of \$0-\$100,000**

<b>Type of Insurance</b>	<b>Amount of Insurance</b>	<b>Provisions</b>
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate.  or  \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.  City prefers that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation to apply
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

**Contracts in the Amount of \$100,000-\$1,000,000**

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	\$1,000,000 each occurrence  \$2,000,000 general aggregate  \$2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.  City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> <li>\$1,000,000 per occurrence</li> <li>\$1,000,000 aggregate or</li> <li>\$1,000,000 combined single limits</li> </ul>	City to be named as a additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

**Contracts in the Amount of \$1,000,000-\$8,000,000**

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.  City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> <li>\$1,000,000 per occurrence</li> <li>\$2,000,000 aggregate or;</li> <li>\$2,000,000 combined single limits</li> </ul>	City to be named as additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable



**All Contracts over \$8,000,000 must contact Risk Management for insurance specifications**

**All Certificates of Insurance need to reference job or contract number in comments section.**

**Questions regarding insurance should be directed to the City of Allen Purchasing Division (214)509-4630 or the City of Allen Risk Administrator at (214) 509-4685. This form must be signed and returned with your quotation to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City.**

**Indemnification.**

Company shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Company, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Company is legally responsible (hereinafter "Claims"). Company is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Company in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Company's obligation to defend City or as a waiver of Company's obligation to indemnify City pursuant to this Contract. Company shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Company fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all costs incurred by City. Neither party shall be liable to the other for special, indirect, consequential or punitive damages for any reason.

**City of Allen Project or Bid Number:** 2021-11-22

**PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE**

## WORKERS COMPENSATION INSURANCE COVERAGE DEFINITIONS

A. Definitions:

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

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project had been completed and accepted by the governmental entity.

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

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor must provide a certificate of coverage to the governmental entity with bid submittal.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) a certificate of coverage, prior to that person beginning work on the project, the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all person providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing service on the project, for the duration of the project;
  - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing the services on the project, for the duration of the project;
  - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (4) obtain from each other person with whom it contracts, and provide to the contractor;
    - (A). a certificate of coverage, prior to the other person beginning work on the project; and
    - (B). a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or , in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal, penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

**EXHIBIT 2**

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

By: \_\_\_\_\_  
Signature

(Title)

[illegible]

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public, State of Texas

# Exhibit 3

## CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

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

7 \_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_ Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**CERTIFICATE OF INTERESTED PARTIES****FORM1295**

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

**OFFICE USE ONLY**

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

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

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

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

**5** ☐ Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_,  
(street) (city) (state) (zip code) (country)

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity (Declarant)

**EXHIBIT 4**  
**BIDDERS QUALIFICATION STATEMENT**

Project: Bid No. \_\_\_\_\_

Contractor: \_\_\_\_\_

Indicate One:              Sole Proprietor              Partnership              Corporation

Name: \_\_\_\_\_ Partner: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City \_\_\_\_\_ City \_\_\_\_\_

State & Zip: \_\_\_\_\_ State & Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

State and Date of Incorporation, Partnership, Ownership, Etc. \_\_\_\_\_

Location of Principal Office: \_\_\_\_\_

Contact and Phone at Principal Office: \_\_\_\_\_

Liability Insurance Provider and Limits of Coverage: \_\_\_\_\_

Workers compensation Insurance Provider: \_\_\_\_\_

Address: \_\_\_\_\_

Contact and Phone: \_\_\_\_\_

Number of Years in Business as a Contractor on Above Types of Work:

Claims and Suits (If the answer to any of the questions is yes, please attach details):

Has your organization ever failed to complete any work awarded to it?

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?

Has your organization filed any lawsuits or requested arbitration regarding construction contracts within the last five years?

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

List your most current agreements/contracts, with information, like the type of work bid.  
(Use Additional Sheets if Necessary)



**Project:**\_\_\_\_\_

Project Description:\_\_\_\_\_

Owner/Agency:\_\_\_\_\_

Contact Person:\_\_\_\_\_ Contract Price: \_\_\_\_\_

Phone:\_\_\_\_\_ Email \_\_\_\_\_

**Project:**\_\_\_\_\_

Project Description:\_\_\_\_\_

Owner/Agency:\_\_\_\_\_

Contact Person:\_\_\_\_\_ Contract Price: \_\_\_\_\_

Phone:\_\_\_\_\_ Email \_\_\_\_\_

**Project:**\_\_\_\_\_

Project Description:\_\_\_\_\_

Owner/Agency:\_\_\_\_\_

Contact Person:\_\_\_\_\_ Contract Price: \_\_\_\_\_

Phone:\_\_\_\_\_ Email \_\_\_\_\_

Bank References (List Institution, Address, Contact Person, and Phone):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT 5**  
**"NO BID" RESPONSE**

Please denote below the reason for not bidding on the above bid:

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**EXHIBIT 6**  
**SUPPLEMENTAL INFORMATION**

Please provide the following information for contract development:

Is the company a	1.	Sole Proprietorship	_____Yes_____No?
	2.	General Partnership	_____Yes_____No
	3.	Limited Partnership	_____Yes_____No
	4.	Corporation	_____Yes_____No
	5.	Other	_____Yes_____No

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

---

If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

---

If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

---

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

---

If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

---

Is the company a minority, or woman owned business enterprise?  
\_\_\_\_\_No \_\_\_\_\_Yes if yes, specify \_\_\_\_\_MBE \_\_\_\_\_WBE

Has the company been certified as a minority/woman owned business by any governmental agency?  
\_\_\_\_\_No \_\_\_\_\_Yes

If yes, specify the governmental agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_

<b>CITY COUNCIL AGENDA COMMUNICATION</b>
--

**AGENDA DATE:**

January 26, 2021

**SUBJECT:**

Authorize the City Manager to Execute a Contract Amendment with TB2 Services, dba Aire Dynamics, Inc., for Additional HVAC Preventative Maintenance and Repair Services at all City Facilities, Increasing the Total Amount to \$400,000.

**STAFF RESOURCE:**

Debra Morris, Purchasing Manager  
Casey Bennett, Purchasing Analyst

**PREVIOUS COUNCIL ACTION:**

On January 11, 2019, Council authorized the City Manager to execute a contract with TB2 Services, dba Aire Dynamics Inc. as the Primary Vendor for the Annual HVAC Preventative Maintenance and Repair Services for City Facilities for an amount of \$300,000 and establish a contract with CEC Facilities Group, LLC., as the Secondary Vendor.

**ACTION PROPOSED:**

Authorize the City Manager to Execute a Contract Amendment with TB2 Services, dba Aire Dynamics, Inc., for Additional HVAC Preventative Maintenance and Repair Services at all City Facilities, Increasing the Total Amount to \$400,000.

**BACKGROUND**

Aire Dynamics is the primary contracted vendor for the annual preventative maintenance and repair for all city facilities with exception of Allen Event Center (AEC). Previously, the AEC had a separate contract with a different vendor for HVAC services. This contract has reached the full term. The cost of HVAC preventative maintenance and repair services for the AEC will increase the contract by \$100,000. The AEC will be added to the City Contract for annual HVAC services through this amendment, increasing the annual cost of services from \$300,000 to \$400,000.

The first term of this agreement began on January 23, 2019, for a period of one year with two renewal terms of one year each. This contract will reach full term on January 22, 2022.

**BUDGETARY IMPACT**

Funding for the annual contract for HVAC Maintenance and Repair is available in the operating budgets within the General Fund and within the Water and Sewer Fund.

**STAFF RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute a contract amendment with TB2 Services, dba Aire Dynamics, Inc., for additional HVAC Preventative Maintenance and Repair Services at all City Facilities, increasing the total amount to \$400,000.

**MOTION**

*I make a motion to authorize the City Manager to execute a contract amendment with TB2 Services, dba Aire Dynamics, Inc., for additional HVAC Preventative Maintenance and Repair Services at all City Facilities, increasing the total amount to \$400,000.*

**ATTACHMENTS:**

Executed Contract for HVAC Services  
Amendment  
Exhibit A

STATE OF TEXAS           §  
                                     §       **AGREEMENT FOR HVAC MAINTENANCE AND  
                                     REPAIRS**  
COUNTY OF COLLIN   §

This agreement ("Agreement") is made by and between the City of Allen, Texas ("City") and TB2 Services/DBA Aire Dynamics Inc. ("Company") acting by and through their authorized representatives.

**Recitals:**

**WHEREAS**, the City desires to obtain HVAC Maintenance and Repairs from Company in accordance with the bid specifications attached hereto as Exhibit "A" ("Specifications"); and

**WHEREAS**, Company desires to provide services to City in accordance with its response to Specifications attached hereto as Exhibit "A";

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**Article I**  
**Term**

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue until the last day of January 22, 2020, unless earlier terminated as provided herein (the "Initial Term").

City maintains the right to renew this Agreement for up to two (2) additional renewal terms of one (1) year at the City's sole discretion, the first renewal term beginning on January 23, 2020. The City may exercise its right to renew this Agreement by providing Company written notice thereof thirty (30) days prior to the expiration of the Initial Term or renewal term, as the case may be.

**Article II**  
**Contract Documents**

Every provision of the documents below is incorporated into this Agreement by reference. The documents referenced below are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence.

- A. This Agreement;
- B. City's Request #2018-9-102 HVAC Maintenance and Repairs ("Specifications");  
and

- C. Company's Response to City's Request #2018-9-102 HVAC Maintenance and Repairs ("Response").

### **Article III Scope of Services**

Company shall provide the Services specifically set forth in the Specifications, including those requirements in the sample contract to the extent they do not conflict with this Agreement, as contained in Exhibit "A," which is attached hereto and made a part of this Agreement for all purposes.

### **Article IV Schedule of Work**

Company agrees to commence Services upon the Effective Date of this Agreement and to complete the required Services in accordance with the schedules and at the times and locations provided by the City as set forth in Exhibit "A," to the extent they do not conflict with this Agreement.

### **Article V Compensation and Method of Payment**

City shall compensate Company for the Services, including all labor, materials, equipment and supplies as provided in Exhibit "A." The total compensation to Company shall not exceed \$300,000.00 during the Initial Term or any renewal term under this Agreement (\$100,000 for Preventative Maintenance and \$200,000 for Repairs). Company shall provide the City with written e-mailed invoices on a monthly basis describing the work and Services performed as provided in Exhibit "A" to the City at [accountspayable@cityoffallen.org](mailto:accountspayable@cityoffallen.org). Upon approval, City shall compensate Company as provided herein and in Exhibit "A" with the payment term being net 30 days after the date the City is delivered a written invoice for Services completed. Contractor shall include on each invoice, the Facility name for which the invoice is being submitted, as well as the City of Allen Purchase order.

### **Article VI Notice to Proceed**

Company shall not proceed with any work required under this Agreement without a written Notice to Proceed from City. Any work performed or expenses incurred by Company prior to Company's receipt of a written Notice to Proceed from City shall be entirely at Company's own risk. Work performed and expenses incurred after Company has received a written Notice to Proceed from City will be eligible for reimbursement under the terms of this Agreement, subject to an approved task order.

## **Article VII Suspension of Work**

City shall have the right to immediately suspend work by Company if City determines in its sole discretion that Company has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Company shall be suspended until Company has taken satisfactory corrective action.

## **Article VIII Devotion of Time; Personnel; and Equipment**

8.1 The Company shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Company shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City; and without decreasing the effectiveness of the performance of services required under this Agreement.

8.2 To the extent reasonably necessary for the Company to perform the services under this Agreement, the Company shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Company may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Company.

8.3 The Company shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

8.4 Time is and shall be of the essence in the performance of this Agreement as written.

## **Article IX Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Company may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

## **Article X Termination**

This Agreement may be terminated by:

- (a) by mutual written agreement of the parties;



- (b) immediately by City, if Company defaults or breaches any of the terms or conditions of this Agreement;
- (c) by either party, upon thirty (30) days prior to written notice. Should Company terminate this Agreement under this provision, Company shall further state the reason(s) for termination in its written notice;
- (d) by City, if Company suffers an Event of Bankruptcy or Insolvency; or “Event of Bankruptcy” shall mean the dissolution or termination (other than a dissolution or termination by reason of Company merging with an affiliate of Company) of Company’s existence as a going business, insolvency, appointment of receiver for any part of Company’s property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company and in the event such proceeding is not voluntarily commenced by the Company, such proceeding is not dismissed within ninety (90) business days after the filing thereof;
- (e) by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year; or

## **Article XI**

### **Insurance**

11.1 Company shall during the term hereof maintain in full force and effect insurance with complies with the Specifications and contains, at a minimum: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Company’s performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Company, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker’s Compensation Insurance covering all of Company’s employees involved in the provision of services under this Agreement.

11.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

11.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service, or approved by the City Risk Manager. (d) A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

## **Article XII Miscellaneous**

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

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

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

12.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

12.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

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

12.7 Independent Company. It is understood and agreed by and between the parties that Company, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Company pursuant to this Agreement shall be in the capacity of an independent Company, and not as an agent or employee of City. Company shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

12.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

(continued on next page)

If intended for City:

City of Allen, Texas  
Attn: Peter H. Vargas, City  
Manager  
Allen Civic Plaza  
305 Century Parkway  
Allen, Texas 75013  
Facsimile: 214-509-4118

with copy to:

Peter G. Smith  
Nichols, Jackson, Dillard, Hager &  
Smith, L.L.P.  
500 N. Akard, 1800 Lincoln Plaza  
Dallas, Texas 75201  
Facsimile: 214-965-0010

If intended for Company:

TB2 /DBA Aire Dynamics Inc.  
Mr. Raymond Shade  
3250 W. Story Road Suite 102  
Irving, TX 75038  
Facsimile: 972-446-0140

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

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

12.11 Indemnification. Company shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by Company to the extent caused by the negligent act or omission or intentional wrongful act omission of Company, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Company is legally responsible (hereinafter "Claims"). Company is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Company in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Company's obligation to defend City or as a waiver of Company's obligation to indemnify City pursuant to this Contract. Company shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Company fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all costs incurred by City.

12.12 Audits and Records. Company agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Company's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

12.13 Conflicts of Interests. The Company represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

12.14 Warranty. The Company warrants to the City that all labor furnished to perform the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that the work will be performed in a good and workmanlike manner and at least in accordance with industry standards, and that the work will be of good quality, free from faults and defects and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

12.15 Uniforms. Company shall provide and require its employees to wear a uniform that bears the Company name, logo, and the employee's name. Uniforms are not to be dirty, stained, or torn. Uniforms shall be worn at all times while on the job. Company shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by laws, regulation, ordinances, and/or manufacturer's instruction for material and equipment.

12.16 Warning Devices and Barricades. The Company shall furnish and maintain such warning devices, barricades, lights, signs, and other devices as may be necessary or appropriate or required by the City to protect persons or property in, near or adjacent to the jobsite. The Company shall comply with all applicable Federal, State, and Local Laws regarding occupational safety and health as well as providing protection of the environment. This shall include but not be limited to compliance with U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), and U.S. Environmental Protection Agency (EPA) guidelines and regulations. No separate compensation shall be paid to the Company for such measures.

12.17 Protection of Utilities. The Company shall use best efforts to leave undisturbed and uninterrupted all irrigation systems, utilities, and utility services provided to the job site or which presently exist at, above, or beneath the location where the work is to be performed. In the event that any irrigation system, utility, or utility service is disturbed or damaged during the progress of the work, the Company shall forthwith repair, remedy or restore the utility at Company's sole expense. The Company is responsible for an inspection of the site prior to commencing work on site to ensure that no damage is existing or will not occur when maintenance begins. If damage is noted or if probable damage will occur then it is the Company's responsibility to notify the City of Allen representative so that the City of Allen can take action to correct and document the problem(s).

*(Signature page to follow)*

EXECUTED this 24<sup>th</sup> day of January, 2019.

**CITY OF ALLEN**

By: Shelli Sienna, Asst. City Manager  
for PETER H. VARGAS, CITY MANAGER

Allen Civic Plaza  
305 Century Parkway  
Allen, Texas 75013

**ATTEST**

Shelley B. George  
SHELLEY B. GEORGE, CITY SECRETARY

EXECUTED this 17 day of January, 2019.

**TB2 Services/ DBA Aire Dynamics Inc.**

By: [Signature] 11719  
Signature of Authorized Officer

Name: Raymond Shade  
Raymond Shade

Title: Sales Manager

3250 W. Story Road, Suite 102  
Irving, TX 75038



**EXHIBIT "A"**  
**SPECIFICATIONS AND RESPONSE**

1. City's Request for Bid #2018-9-102 HVAC Maintenance and Repairs.
2. Aire Dynamics, Inc's Response to City's Request for Bid #2018-9-102 HVAC Maintenance and Repairs.



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

TB2 Services, Inc., dba Alre Dynamics  
Irving, TX United States

Certificate Number:  
2018-423461

Date Filed:  
11/07/2018

Date Acknowledged:

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

City of Allen, Allen Texas

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

2018-9-102  
HVAC Maintenance and Repair

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

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is RAYMOND B. SHADE, and my date of birth is 4/15/54.

My address is 4921 WOLF CREEK TRAIL Flower Mound TX 75028 ADON  
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 22 day of JAN, 20 19.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)



**STATE OF TEXAS**

§  
§

**FIRST AMENDMENT TO AGREEMENT  
FOR HVAC MAINTENANCE AND REPAIRS**

**COUNTY OF COLLIN** §

This agreement ("Agreement") is made by and between the City of Allen, Texas ("City") and TB2 Services/DBA Aire Dynamics Inc. ("Company") acting by and through their authorized representatives.

**WHEREAS**, the parties entered into an agreement for annual HVAC Maintenance and Repair Services on January 23, 2019; and with two annual renewals will continue until January 22, 2022.

**WHEREAS**, the City desires to obtain additional HVAC Maintenance and Repair Services for the Allen Event Center from Company in accordance with the specifications attached hereto as Exhibit "A".

**NOW THEREFORE**, City shall compensate Company for additional Services at the Allen Event Center for an amount not to exceed \$100,000 as provided in Exhibit "A". Total compensation to Company shall not exceed \$400,000.00.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF ALLEN, TEXAS**

By: \_\_\_\_\_  
Eric Ellwanger, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Shelley B. George, City Secretary

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Peter G. Smith, City Attorney

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**TB2 SERVICE INC. dba AIRE DYNAMICS**

By: \_\_\_\_\_  
Tony Bello, Owner



(972) 446-2000 office (972) 446-0140 fax  
TACLA012188E & M-16662  
(The Company)

## MAINTENANCE PROPOSAL AGREEMENT

Proposal# 210118RS  
Proposal Date: January 18, 2021

Prepared for:  
City of Allen  
305 Century Parkway  
Allen, Texas 75013  
(The Client)

Project / Site:  
Allen Event Center

The Proposal will provide labor and materials to accomplish THE HVAC Maintenance Scope and Equipment it is to be provided on by AEC, attached, and located at the above address all for the said amount of \$ 45,306.00 Per Year plus applicable sales tax if any.

### SCOPE OF MAINTENANCE

- **Exhibit A - Scope of Work & Mechanic**

If parts or equipment proves to be defective, the Company will extend to the Client the benefits of any warranty the Company has received from the manufacturer. Removal and reinstallation of equipment or materials repaired or replaced under a manufacturer's warranty **will be replaced at the client's expense at the rates then in effect. This Proposal is in effect for a period of thirty (30) days** after the above proposal date, and can be extended beyond this period only at the option of the Company.

This work shall be provided in accordance with the terms and conditions contained herein. This Agreement shall constitute the entire agreement between us.

# Exhibit A - Scope of Work & Mechanical Listing

## Maintenance Intervals

- 1 "Winter" ex: December, January, February
- 2 "Spring" ex: March, April, May
- 3 "Summer" ex: June, July, August
- 4 "Fall" ex: September, October, November

C1 February

C2 August

*Each Maintenance Interval shall include the following:*

Contact Building Maintenance, to Schedule Maintenance days;

All Work to be performed under Standard Safety Practices, including but not limited to, the use of Lock-Out/Tag-Out and PPE;

All Critical, Safety or Emergency Issues are to be reported to Building Maintenance upon discovery;

Sign-In with Building Maintenance upon arrival and Sign-Out upon departure;

Use only Dry Lubricant (ex. Teflon) on Mechanical Louvers

Items will be identified on Reports and Quotes using at least the Item Number (see Equipment Schedule), Mod # and Ser # are optional;

Both Components, of all Split-Systems will appear on Reports and Quotes together;

Complete report of Work performed and Issues found, with Service/Repair recommendations, to be emailed within 3 Business Days;

Quote for Service/Repair of Issues found, to be emailed within 8 Business days.

## Group Interval

## Details

1	1	Review System Diagnostics; Refrigerant Pressure Checks; Check for proper Chill Water Flow, Pressure and Temperature; Visual Electrical Inspection; Visual Condenser Coil Inspection; Start each System and verify Proper Operation; Check for Glycol leaks; Check Operation and Integrity of Condenser Fan Motors; Grease all Motors
1	2	Review System Diagnostics; Refrigerant Pressure Checks; Check for proper Chill Water Flow, Pressure and Temperature; Visual Electrical Inspection; Visual Condenser Coil Inspection; Start each System and verify Proper Operation; Check for Glycol leaks; Check Oil Return Operation; Check Oil Level; Perform Oil Analysis

## Exhibit A - Scope of Work & Mechanical Listing

<b>1</b>	<b>3</b>	Review System Diagnostics; Refrigerant Pressure Checks; Check for proper Chill Water Flow, Pressure and Temperature; Visual Electrical Inspection; Visual Condenser Coil Inspection; Start each System and verify Proper Operation; Check for Glycol leaks; Electrical Analysis of all Motors - Voltage, Amp-draw, Insulation Test; Check Electrical Contactors for Operation and Damage; Grease all Motors
<b>1</b>	<b>4</b>	Review System Diagnostics; Refrigerant Pressure Checks; Check for proper Chill Water Flow, Pressure and Temperature; Visual Electrical Inspection; Visual Condenser Coil Inspection; Start each System and verify Proper Operation; Check for Glycol leaks; Check and Calibrate all Sensors and Controls; Verify Operation of Compressor and Oil Separator Heaters
<b>1</b>	<b>C1</b>	Water cleaning of all Condenser Coils. Chemicals to be used only as necessary.
<b>1</b>	<b>C2</b>	Water cleaning of all Condenser Coils. Chemicals to be used only as necessary.

<b>2</b>	<b>1</b>	Review VFD Diagnostics; Check for proper Chill Water Flow, Pressure and Temperature; Visual Electrical Inspection; Start each System and verify Proper Operation; Check for leaks; Grease all Motors
<b>2</b>	<b>2</b>	Review VFD Diagnostics; Check for proper Chill Water Flow, Pressure and Temperature; Visual Electrical Inspection; Start each System and verify Proper Operation; Check for leaks; Clean Strainer Screens
<b>2</b>	<b>3</b>	Review VFD Diagnostics; Check for proper Chill Water Flow, Pressure and Temperature; Visual Electrical Inspection; Start each System and verify Proper Operation; Check for leaks; Electrical Analysis of all Motors - Voltage, Amp-draw, Insulation Test; Check Electrical Contactors for Operation and Damage; Grease all Motors
<b>2</b>	<b>4</b>	Review VFD Diagnostics; Check for proper Chill Water Flow, Pressure and Temperature; Visual Electrical Inspection; Start each System and verify Proper Operation; Check for leaks

<b>3</b>	<b>1</b>	Visual Inspection; Check for leaks; Clean Strainer Screens
<b>3</b>	<b>2</b>	Visual Inspection; Check for leaks; Check Pressure in Expansion Tank Bladder; Verify Operation of Bleeder Valve (Spirotop AAV)
<b>3</b>	<b>3</b>	Visual Inspection; Check for leaks; Electrical Analysis of all Motors - Voltage, Amp-draw, Insulation Test
<b>3</b>	<b>4</b>	Visual Inspection; Check for leaks; Check Pressure in Expansion Tank Bladder; Verify Operation of Bleeder Valve (Spirotop AAV)

<b>4</b>	<b>1</b>	Review System Diagnostics; Refrigerant Pressure Checks; Visual Electrical Inspection; Visual Condenser Coil Inspection; Start each System and verify proper Operation; Ensure proper Flow through Condensate Line; Check Operation and Integrity of Condenser Fan Motors; Replace Supply and Exhaust Blower Motor Belts; Adjust Sheaves to achieve Rated Motor Amps; Grease all Motors; Lubricate Rotor Chain
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## Exhibit A - Scope of Work & Mechanical Listing

4	2	Review System Diagnostics; Refrigerant Pressure Checks; Visual Electrical Inspection; Visual Condenser Coil Inspection; Start each System and verify proper Operation; Ensure proper Flow through Condensate Line; Clean Evaporator Coil
4	3	Review System Diagnostics; Refrigerant Pressure Checks; Visual Electrical Inspection; Visual Condenser Coil Inspection; Start each System and verify proper Operation; Ensure proper Flow through Condensate Line; Electrical Analysis of all Motors - Voltage, Amp-draw, Insulation Test; Check Electrical Contactors for Operation and Damage; Grease all Motors; Lubricate Rotor Chain
4	4	Review System Diagnostics; Refrigerant Pressure Checks; Visual Electrical Inspection; Visual Condenser Coil Inspection; Start each System and verify proper Operation; Ensure proper Flow through Condensate Line; Check and Calibrate all Sensors and Controls; Verify Operation of Compressor Heaters; Complete Checks of React and Post Heaters
4	C1	Water cleaning of all Condenser Coils. Chemicals to be used only as necessary.
4	C2	Water cleaning of all Condenser Coils. Chemicals to be used only as necessary.

  

5	1	Review VFD Diagnostics; Check for proper Chill Water Flow, Pressure and Temperature; Visual Electrical Inspection; Check Operation of Louvers; Start each System and verify Proper Operation; Check for Glycol leaks; Ensure proper Flow through Condensate Line; Replace Return and Supply Blower Motor Belts; Adjust Sheaves to achieve Rated Motor Amps; Grease all Motors
5	2	Review VFD Diagnostics; Check for proper Chill Water Flow, Pressure and Temperature; Visual Electrical Inspection; Check Operation of Louvers; Start each System and verify Proper Operation; Check for Glycol leaks; Ensure proper Flow through Condensate Line; Clean Evaporator Coils
5	3	Review VFD Diagnostics; Check for proper Chill Water Flow, Pressure and Temperature; Visual Electrical Inspection; Check Operation of Louvers; Start each System and verify Proper Operation; Check for Glycol leaks; Ensure proper Flow through Condensate Line; Electrical Analysis of all Motors - Voltage, Amp-draw, Insulation Test; Check Electrical Contactors for Operation and Damage; Grease all Motors
5	4	Review VFD Diagnostics; Check for proper Chill Water Flow, Pressure and Temperature; Visual Electrical Inspection; Check Operation of Louvers; Start each System and verify Proper Operation; Check for Glycol leaks; Ensure proper Flow through Condensate Line; Check and Calibrate all Sensors and Controls; Complete Checks of Heater

  

6	1	Review System Diagnostics; Refrigerant Pressure Checks; Visual Electrical Inspection; Visual Condenser Coil Inspection; Start each System and verify proper Operation; Ensure proper Flow through Condensate Line; Check Operation and Integrity of Condenser Fan Motors; Replace Supply and Exhaust Blower Motor Belts; Adjust Sheaves to achieve Rated Motor Amps; Grease all Motors
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## Exhibit A - Scope of Work & Mechanical Listing

6	2	Review System Diagnostics; Refrigerant Pressure Checks; Visual Electrical Inspection; Visual Condenser Coil Inspection; Start each System and verify proper Operation; Ensure proper Flow through Condensate Line; Clean Evaporator Coil
6	3	Review System Diagnostics; Refrigerant Pressure Checks; Visual Electrical Inspection; Visual Condenser Coil Inspection; Start each System and verify proper Operation; Ensure proper Flow through Condensate Line; Electrical Analysis of all Motors - Voltage, Amp-draw, Insulation Test; Check Electrical Contactors for Operation and Damage; Grease all Motors
6	4	Review System Diagnostics; Refrigerant Pressure Checks; Visual Electrical Inspection; Visual Condenser Coil Inspection; Start each System and verify proper Operation; Ensure proper Flow through Condensate Line; Check and Calibrate all Sensors and Controls; Verify Operation of Compressor Heaters; Complete Checks of Heater
6	C1	Water cleaning of all Condenser Coils. Chemicals to be used only as necessary.
6	C2	Water cleaning of all Condenser Coils. Chemicals to be used only as necessary.

  

7	1	Review System Diagnostics; Refrigerant Pressure Checks; Visual Electrical Inspection; Visual Condenser Coil Inspection; Start each System and verify proper Operation; Ensure proper Flow through Condensate Line; Check Operation and Integrity of Condenser Fan Motors; Replace Indoor Blower Motor Belts; Adjust Sheaves to achieve Rated Motor Amps; Grease all Motors
7	2	Review System Diagnostics; Refrigerant Pressure Checks; Visual Electrical Inspection; Visual Condenser Coil Inspection; Start each System and verify proper Operation; Ensure proper Flow through Condensate Line; Clean Evaporator Coil
7	3	Review System Diagnostics; Refrigerant Pressure Checks; Visual Electrical Inspection; Visual Condenser Coil Inspection; Start each System and verify proper Operation; Ensure proper Flow through Condensate Line; Electrical Analysis of all Motors - Voltage, Amp-draw, Insulation Test; Check Electrical Contactors for Operation and Damage; Grease all Motors
7	4	Review System Diagnostics; Refrigerant Pressure Checks; Visual Electrical Inspection; Visual Condenser Coil Inspection; Start each System and verify proper Operation; Ensure proper Flow through Condensate Line; Check and Calibrate all Sensors and Controls; Verify Operation of Compressor Heaters; Complete Checks of Heater
7	C1	Water cleaning of all Condenser Coils. Chemicals to be used only as necessary.
7	C2	Water cleaning of all Condenser Coils. Chemicals to be used only as necessary.

## Exhibit A - Scope of Work & Mechanical Listing

8	1	Review System Diagnostics; Refrigerant Pressure Checks; Visual Electrical Inspection; Check Operation of Louvers; Visual Condenser Coil Inspection; Start each System and verify proper Operation; Ensure proper Flow through Condensate Line; Check Operation and Integrity of Condenser Fan Motors; Replace Indoor Blower Motor Belts; Adjust Sheaves to achieve Rated Motor Amps; Grease all Motors
8	2	Review System Diagnostics; Refrigerant Pressure Checks; Visual Electrical Inspection; Check Operation of Louvers; Visual Condenser Coil Inspection; Start each System and verify proper Operation; Ensure proper Flow through Condensate Line; Clean Evaporator Coil
8	3	Review System Diagnostics; Refrigerant Pressure Checks; Visual Electrical Inspection; Check Operation of Louvers; Visual Condenser Coil Inspection; Start each System and verify proper Operation; Ensure proper Flow through Condensate Line; Electrical Analysis of all Motors and Heaters - Voltage, Amp-draw, Insulation Test; Check Electrical Contactors for Operation and Damage; Grease all Motors
8	4	Review System Diagnostics; Refrigerant Pressure Checks; Visual Electrical Inspection; Check Operation of Louvers; Visual Condenser Coil Inspection; Start each System and verify proper Operation; Ensure proper Flow through Condensate Line; Check and Calibrate all Sensors and Controls; Verify Operation of Compressor Heaters
8	C1	Water cleaning of all Condenser Coils. Chemicals to be used only as necessary.
8	C2	Water cleaning of all Condenser Coils. Chemicals to be used only as necessary.

9	1	Refrigerant Pressure Checks; Visual Electrical Inspection; Visual Condenser Coil Inspection; Start each System and verify proper Operation; Ensure proper Flow through Condensate Line; Clean Air, Plasma and Deodorizing Filters
9	2	Refrigerant Pressure Checks; Visual Electrical Inspection; Visual Condenser Coil Inspection; Start each System and verify proper Operation; Ensure proper Flow through Condensate Line; Clean Air, Plasma and Deodorizing Filters; Clean Air, Plasma and Deodorizing Filters; Clean Evaporator Coil
9	3	Refrigerant Pressure Checks; Visual Electrical Inspection; Visual Condenser Coil Inspection; Start each System and verify proper Operation; Ensure proper Flow through Condensate Line; Electrical Analysis of all Motors - Voltage, Amp-draw, Insulation Test
9	4	Refrigerant Pressure Checks; Visual Electrical Inspection; Visual Condenser Coil Inspection; Start each System and verify proper Operation; Ensure proper Flow through Condensate Line; Clean Air, Plasma and Deodorizing Filters; Check and Calibrate all Sensors and Controls; Verify Operation of Compressor Heaters
9	C1	Water cleaning of all Condenser Coils. Chemicals to be used only as necessary.
9	C2	Water cleaning of all Condenser Coils. Chemicals to be used only as necessary.

10	1	Start each System and verify proper Operation; Visual Electrical Inspection
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## Exhibit A - Scope of Work & Mechanical Listing

<b>10</b>	2	Start each System and verify proper Operation; Visual Electrical Inspection
<b>10</b>	3	Start each System and verify proper Operation; Visual Electrical Inspection; Electrical Analysis of all Motors and Heaters - Voltage, Amp-draw, Insulation Test
<b>10</b>	4	Start each System and verify proper Operation; Visual Electrical Inspection; Check and Calibrate all Sensors and Controls; Verify Operation of Heater Coils

<b>11</b>	1	Start each System and verify proper Operation; Visual Electrical Inspection; Check Operation of Louvers; Replace Blower Motor Belts; Adjust Sheaves to achieve Rated Motor Amps; Grease all Motors
<b>11</b>	2	Start each System and verify proper Operation; Visual Electrical Inspection; Check Operation of Louvers; Grease all Motors
<b>11</b>	3	Start each System and verify proper Operation; Visual Electrical Inspection; Check Operation of Louvers; Electrical Analysis of all Motors - Voltage, Amp-draw, Insulation Test; Check Electrical Contactors for Operation and Damage; Grease all Motors
<b>11</b>	4	Start each System and verify proper Operation; Visual Electrical Inspection; Check Operation of Louvers; Grease all Motors

<b>12</b>	1	Start each System and verify proper Operation; Visual Electrical Inspection; Check for Leaks; Exercise all Valves; Visual Heat Exchanger Inspection
<b>12</b>	2	Start each System and verify proper Operation; Visual Electrical Inspection; Check for Leaks; Check Main Burner Flame conditions; Oil all Motors
<b>12</b>	3	Start each System and verify proper Operation; Visual Electrical Inspection; Check for Leaks; Electrical Analysis of all Motors - Voltage, Amp-draw, Insulation Test; Check Electrical Contactors for Operation and Damage; Grease all
<b>12</b>	4	Start each System and verify proper Operation; Visual Electrical Inspection; Check for Leaks; Check Main Burner Flame conditions; Oil all Motors

<b>13</b>	1	Start each System and verify proper Operation; Visual Electrical Inspection; Visual Heat Exchanger Inspection
<b>13</b>	2	Start each System and verify proper Operation; Visual Electrical Inspection; Check Main Burner Flame conditions; Oil all Motors
<b>13</b>	3	Start each System and verify proper Operation; Visual Electrical Inspection; Electrical Analysis of all Motors - Voltage, Amp-draw, Insulation Test
<b>13</b>	4	Start each System and verify proper Operation; Visual Electrical Inspection; Check Main Burner Flame conditions; Oil all Motors

<b>14</b>	1	Start each System and verify proper Operation; Visual Electrical Inspection; Visual Heat Exchanger Inspection
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## Exhibit A - Scope of Work & Mechanical Listing

<b>14</b>	2	Start each System and verify proper Operation; Visual Electrical Inspection
<b>14</b>	3	Start each System and verify proper Operation; Visual Electrical Inspection; Electrical Analysis of all Motors and Heaters - Voltage, Amp-draw, Insulation Test
<b>14</b>	4	Start each System and verify proper Operation; Visual Electrical Inspection; Oil all Motors
<b>15</b>	1	Start each System and verify proper Operation; Visual Electrical Inspection; Visual Heat Exchanger Inspection
<b>15</b>	2	Start each System and verify proper Operation; Visual Electrical Inspection; Clean air Filters
<b>15</b>	3	Start each System and verify proper Operation; Visual Electrical Inspection; Electrical Analysis of all Motors and Heaters - Voltage, Amp-draw, Insulation Test
<b>15</b>	4	Start each System and verify proper Operation; Visual Electrical Inspection; Clean air Filters
<b>16</b>	1	Start each System and verify proper Operation; Visual Electrical Inspection; Check Operation of Louvers; Check Integrity of Mountings and Structure; Grease all Motors
<b>16</b>	2	Start each System and verify proper Operation; Visual Electrical Inspection; Check Operation of Louvers; Check Integrity of Mountings and Structure
<b>16</b>	3	Start each System and verify proper Operation; Visual Electrical Inspection; Check Operation of Louvers; Check Integrity of Mountings and Structure; Electrical Analysis of all Motors - Voltage, Amp-draw, Insulation Test; Check Electrical Contactors for Operation and Damage; Grease all Motors
<b>16</b>	4	Start each System and verify proper Operation; Visual Electrical Inspection; Check Operation of Louvers; Check Integrity of Mountings and Structure

# Exhibit A - Scope of Work & Mechanical Listing

Group	Equipment	Manufacturer	Model Number	Serial Number	Unit Number
1	500-Ton Chiller, Air Cooled	Trane	RTAC5004UR0NUAFNN1TY1 CDLNA0EN11CN0EXN	U09C03192	CH 1-1
1	500-Ton Chiller, Air Cooled	Trane	RTAC5004UR0NUAFNN1TY1 CDLNA0EN11CN0EXN	U09C03193	CH 1-2
2	1,010-GPM Chill Water Circulating Pump	Armstrong	4300-6X6X13		CHWP 1-1
2	50-HP Chill Water Circulating Pump Motor	WEG	05018ET3E326TC	13NOV08 1003464690	CHWPM 1-1
2	50-HP Variable Frequency Drive	Danfoss/Trane	TR200 178U0706	260104Y157	CHW Drive 1
2	1,010-GPM Chill Water Circulating Pump	Armstrong	4300-6X6X13		CHWP 1-2
2	50-HP Chill Water Circulating Pump Motor	WEG	05018ET3E326TC	13NOV08 1003464689	CHWPM 1-2
2	50-HP Variable Frequency Drive	Danfoss/Trane	TR200 178U0706	351604Y355	CHW Drive 2
2	1,010-GPM Chill Water Circulating Pump	Armstrong	4300-6X6X13		CHWP 1-3
2	50-HP Chill Water Circulating Pump Motor	WEG	05018ET3E326TC	10DEZ08 1003736693	CHWPM 1-3
2	50-HP Variable Frequency Drive	Danfoss/Trane	TR200 178U0706	762604Y285	CHW Drive 3
3	132-GAL Chill Water Expansion Tank	Bell & Gossett	B-500	190870	EXP 1-1
3	3,600-GAL Chill Water Air Seperator	Rolairtrol	RL-10F		CHWAS-1
3	Digital Glycol Feeder	Advantage Controls	DAGF-1	OG-621	GF-1
4	Dehumidifying Air Handler	Concepts and Design, Inc.	MDH-168-15-DS6EERO CG	010077-001-001	DAHU 2-1
4	60-Ton Condensing Unit	Trane	RAUCC604B113ABD0000	C09A11886	CU 2-3
5	250-Ton Air Handling Unit, Chill Water, Heater Module	Trane	TSCB100U0F00000000CC0A A092.5	K08M37842A / K08M37844A	AHU 3-1
5	250-Ton Air Handling Unit, Chill Water, Supply Fan Module	Trane	TSCB100U0F00000000CC0A A442.5	K08M38560A / K08M38565A	AHU 3-1
5	250-Ton Air Handling Unit, Chill Water, Filter Module	Trane	TSCB100U0F00000000CC0A A442.5	K08M38560A / K08M38567A	AHU 3-1
5	250-Ton Air Handling Unit, Chill Water, Medium-Large Coil Module	Trane	TSCB100U0F00000000CC0A A442.5	K08M38560A / K08M38566A	AHU 3-1
5	250-Ton Air Handling Unit, Chill Water, Return Fan Module	Trane	TSCB100U0F00000000CC0A A442.5	K08M38560A / K08M38563A	AHU 3-1
5	250-Ton Air Handling Unit, Chill Water, Heater Module	Trane	TSCB100U0F00000000CC0A A092.5	K08M38693A / K08M38695A	AHU 3-2
5	250-Ton Air Handling Unit, Chill Water, Supply Fan Module	Trane	TSCB100U0F00000000CC0A A442.5	K08M38672A / K08M38679A	AHU 3-2
5	250-Ton Air Handling Unit, Chill Water, Filter Module	Trane	TSCB100U0F00000000CC0A A442.5	K08M38672A / K08M38677A	AHU 3-2

## Exhibit A - Scope of Work & Mechanical Listing

Group	Equipment	Manufacturer	Model Number	Serial Number	Unit Number
5	250-Ton Air Handling Unit, Chill Water, Economizer Module	Trane	TSCB100U0F00000000CC0A A096.0	K08A40259A / K09A40263A	AHU 3-2
5	250-Ton Air Handling Unit, Chill Water, Return Fan Module	Trane	TSCB100U0F00000000CC0A A442.5	K08M38673A / K08M38675A	AHU 3-2
5	250-Ton Air Handling Unit, Chill Water, Heater Module	Trane	TSCB100U0F00000000CC0A A092.5	K08M38719A / K08M38721A	AHU 3-3
5	250-Ton Air Handling Unit, Chill Water, Supply Fan Module	Trane	TSCB100U0F00000000CC0A A442.5	K08M38708A / K08M38715A	AHU 3-3
5	250-Ton Air Handling Unit, Chill Water, Filter Module	Trane	TSCB100U0F00000000CC0A A442.5	K08M38708A / K08M38713A	AHU 3-3
5	250-Ton Air Handling Unit, Chill Water, Economizer Module	Trane	TSCB100U0F00000000CC0A A096.0	K09A40267A / K09A40271A	AHU 3-3
5	250-Ton Air Handling Unit, Chill Water, Return Fan Module	Trane	TSCB100U0F00000000CC0A A442.5	K08M38708A / K08M38711A	AHU 3-3
5	250-Ton Air Handling Unit, Chill Water, Heater Module	Trane	TSCB100U0F00000000CC0A A092.5	K08M38725A / K08M38727A	AHU 3-4
5	250-Ton Air Handling Unit, Chill Water, Supply Fan Module	Trane	TSCB100U0F00000000CC0A A442.5	K08M37834A / K08M37841A	AHU 3-4
5	250-Ton Air Handling Unit, Chill Water, Filter Module	Trane	TSCB100U0F00000000CC0A A442.5	K08M37835A / K08M37839A	AHU 3-4
5	250-Ton Air Handling Unit, Chill Water, Economizer Module	Trane	TSCB100U0F00000000CC0A A096.0	K09A40281A / K09A40285A	AHU 3-4
5	250-Ton Air Handling Unit, Chill Water, Return Fan Module	Trane	TSCB100U0F00000000CC0A A442.5	K08M37834A / K08M37837A	AHU 3-4
6	Make-Up Air Unit	Reznor	RDCA-374-H500	3BIC179ZK11N788C	MAU 2-1
6	5-HP Exhaust Fan, Exterior	Loren/Cook	300 VH 11B	285SC50996-00/0005201	EF 2-3
7	7.5-Ton Package Unit	Trane	TSC090		RTU 2-1
7	17.5-Ton Package Unit	Trane	YCD211C4LKCA	908100110D	RTU 2-2
7	15-Ton Package Unit	Trane	YHD180G4RLA05D000A1000 000000000000000000	171210693D	RTU 3-1
7	40-Ton Package Unit	Trane	YCD480A4LZ3B6JD1ABC000 00JK0030R	C09A11769	RTU 3-2
8	15-Ton Condensing Unit	Trane	TTA180B400FA	9071363AD	CU 2-1
8	15-Ton Air Handler	Trane	TWE180B4		AC 1-1
8	3.5-Ton Condensing Unit	Trane	2TTA3042A4000AA	8203X944F	CU 2-2
8	3.5-Ton Air Handler	Trane	2TEC3F48		AC 1-2

# Exhibit A - Scope of Work & Mechanical Listing

Group	Equipment	Manufacturer	Model Number	Serial Number	Unit Number
8	15-Ton Condensing Unit	Trane	TTA180B400FA	9071NL4AD	CU 2-4
8	15-Ton Air Handler	Trane	TWE180B4		AC 1-3
8	10-Ton Condensing Unit	Trane	TTA120B400FA	8473YR8AD	CU 2-5
8	10-Ton Air Handler	Trane	TWE120B3		AC 1-4
8	3-Ton Condensing Unit	Trane	2TTA3036A4000AA	9183RE33F	CU 3-1
8	3-Ton Air Handler	Trane	2TEC3F36		AC 2-1
8	3-Ton Condensing Unit	Trane	2TTA3036A4000AA	9182RG33F	CU 3-2
8	3-Ton Air Handler	Trane	2TEC3F36		AC 2-2
8	3-Ton Condensing Unit	Trane	2TTA3036A4000AA	9182RH83F	CU 3-3
8	3-Ton Air Handler	Trane	2TEC3F36		AC 1-6
8	3-Ton Condensing Unit	Trane	2TTA3036A4000AA	9091LTS3F	CU 3-4
8	3-Ton Air Handler	Trane	2TEC3F36		AC 2-3
8	10-Ton Condensing Unit	Trane	TTA120B400FA	9184S56AD	CU 3-5
8	10-Ton Air Handler	Trane	TWE120B3		AC 1-5
8	5-Ton Condensing Unit	Trane	2TTA3060A4000AA	83245U94F	CU 3-6
8	5-Ton Air Handler	Trane	TWE060A		AC 1-7
8	15-Ton Condensing Unit	Trane	TTA180B400FA	9184UH5TD	CU 3-7
8	15-Ton Air Handler	Trane	TWE180B4		AC 2-4
8	5-Ton Condensing Unit	Trane	2TTA3060A4000AA	83245UX4F	CU 3-8
8	5-Ton Air Handler	Trane	TWE060A		AC 2-5
8	20-Ton Condensing Unit	Trane	TTA240B400FB	9184S9RTD	CU 3-9
8	20-Ton Air Handler	Trane	TWE240B4		AC 1-8
8	10-Ton Condensing Unit	Trane	TTA120B400FA	9184PS6AD	CU 3-10
8	10-Ton Air Handler	Trane	TWE120B3		AC 1-9
8	5-Ton Condensing Unit	Trane	2TTA3060A4000AA	9175XAJ4F	CU 3-11
8	5-Ton Air Handler	Trane	TWE060A		AC 2-6
8	7.5-Ton Condensing Unit	Trane	TTA090A400FA	9183TNNAD	CU 3-12
8	7.5-Ton Air Handler	Trane	TWE090A3		AC 1-10
8	7.5-Ton Condensing Unit	Trane	TTA090A400FA	9185KSTAD	CU 3-13
8	7.5-Ton Air Handler	Trane	TWE090A3		AC 1-11
8	10-Ton Condensing Unit	Trane	TTA120B400FA	9183R01AD	CU 3-14
8	10-Ton Air Handler	Trane	TWE120B3		AC 2-7
8	15-Ton Condensing Unit	Trane	TTA180B400FA	8513KAYAD	CU 3-15
8	15-Ton Air Handler	Trane	TWE180B4		AC 2-8
8	7.5-Ton Condensing Unit	Trane	TTA090A400FA	91847B5AD	CU 3-16
8	7.5-Ton Air Handler	Trane	TWE090A3		AC 1-12
8	10-Ton Condensing Unit	Trane	TTA120B400FA	9175KA8AD	CU 3-17
8	10-Ton Air Handler	Trane	TWE120B300EL	8292WJ38D	AC 1-13

# Exhibit A - Scope of Work & Mechanical Listing

Group	Equipment	Manufacturer	Model Number	Serial Number	Unit Number
8	10-Ton Condensing Unit	Trane	TTA120B400FA	81115M2AD	CU 3-18
8	10-Ton Air Handler	Trane	TWE120B3		AC 2-9
8	5-Ton Condensing Unit	Trane	2TTA3060A4000AA	9175W9F4F	CU 3-19
8	5-Ton Air Handler	Trane	TWE060A		AC 2-10
9	Mini-Split, Condenser	LG	LAU095HV		MSCU 2-1
9	Mini-Split, Air Handler	LG	LAN095HV		MS 1-5
9	Mini-Split, Condenser	LG	LAU245HV		MSCU 3-1
9	Mini-Split, Air Handler	LG	LAN245HV		MS 1-1
9	Mini-Split, Condenser	LG	LAU245HV		MSCU 3-2
9	Mini-Split, Air Handler	LG	LAN245HV		MS 1-2
9	Mini-Split, Condenser	LG	LSU305HV		MSCU 3-3
9	Mini-Split, Air Handler	LG	LSN305HV		MS 2-1
9	Mini-Split, Condenser	LG	LSU305HV		MSCU 3-4
9	Mini-Split, Air Handler	LG	LSN305HV		MS 1-3
9	Mini-Split, Condenser	LG	LAU185HV		MSCU 3-5
9	Mini-Split, Air Handler	LG	LAN185HV		MS 2-2
9	Mini-Split, Condenser	LG	LAU245HV		MSCU 3-6
9	Mini-Split, Air Handler	LG	LAN245HV		MS 2-3
9	Mini-Split, Condenser	LG	LAU245HV		MSCU 3-7
9	Mini-Split, Air Handler	LG	LAN245HV		MS 1-4
9	.58-Ton Packaged Terminal Air Conditioner	Trane	PTEE0701UABA	F08HD1093E	PTAC 1-1
10	Variable Air Volume Box	Trane	VCCF09		VAV 1-1
10	Variable Air Volume Box	Trane	VCCF05		VAV 1-2
10	Variable Air Volume Box	Trane	VCCF06		VAV 1-3
10	Variable Air Volume Box	Trane	VCCF05		VAV 1-4
10	Variable Air Volume Box	Trane	VCEF06		VAV 1-5
10	Variable Air Volume Box	Trane	VCEF07		VAV 1-6
10	Variable Air Volume Box	Trane	VCEF05		VAV 2-1
10	Variable Air Volume Box	Trane	VCCF07		VAV 2-2
10	Variable Air Volume Box	Trane	VCCF07		VAV 2-3
10	Variable Air Volume Box	Trane	VCEF06		VAV 2-4
10	Fan Powered, Variable Air Volume Box	Trane	VPEF10		FPB 1-1
10	Fan Powered, Variable Air Volume Box	Trane	VPEF14		FPB 1-2
10	Fan Powered, Variable Air Volume Box	Trane	VPEF16		FPB 1-3
10	Fan Powered, Variable Air Volume Box	Trane	VPEF08		FPB 2-1
10	Fan Powered, Variable Air Volume Box	Trane	VPEF08		FPB 2-2

# Exhibit A - Scope of Work & Mechanical Listing

Group	Equipment	Manufacturer	Model Number	Serial Number	Unit Number
10	Fan Powered, Variable Air Volume Box	Trane	VPEF08		FPB 2-3
10	Fan Powered, Variable Air Volume Box	Trane	VPEF12		FPB 2-4
10	2-Ton, Blower Coil, Air Handler	Trane	BCHD024		FCU 1-1
10	2-Ton, Blower Coil, Air Handler	Trane	BCHD024		FCU 1-2
11	0.750-HP Exhaust Fan, Exterior	Loren/Cook	195 C 6B	8SC0996-00/0002001	EF 2-1
11	1.000-HP Exhaust Fan, Exterior	Loren/Cook	210 C 7B	285SC50996-00/0003601	EF 2-2
11	0.250-HP Exhaust Fan, Exterior	Loren/Cook	100 R 3B	285S50996-00/0007001	EF 2-4
11	0.333-HP Exhaust Fan, Exterior	Loren/Cook	135 C 4B	285SC50996-00/0008601	EF 2-5
11	0.750-HP Exhaust Fan, Exterior	Loren/Cook	180 R 6B	28S5996-00/0010201	EF 2-6
11	0.750-HP Exhaust Fan, Exterior	Loren/Cook	195 C 6B	285SC58141-00/0000701	EF 3-1
11	Exhaust Fan, Exterior	Loren/Cook	150 V 6B		EF 3-2
11	0.500-HP Exhaust Fan, Exterior	Loren/Cook	150 C 5B	285SC58141-00/0005001	EF 3-3
11	0.250-HP Exhaust Fan, Exterior	Loren/Cook	120 C 3B	285SC58141-00/0006401	EF 3-4
11	1.500-HP Exhaust Fan, Exterior	Loren/Cook	210 C 8B	285SC58141-00/0007801	EF 3-5
11	0.333-HP Exhaust Fan, Exterior	Loren/Cook	135 C 4B	285SC58141-00/0009201	EF 3-6
11	0.750-HP Exhaust Fan, Exterior	Loren/Cook	150 V 6B	285SC58141-00/0010601	EF 3-7
11	0.500-HP Exhaust Fan, Exterior	Loren/Cook	150 C 5B	285SC58141-00/0012101	EF 3-8
11	0.250-HP Exhaust Fan, Exterior	Loren/Cook	120 C 3B	285SC58141-00/0013501	EF 3-9
11	Exhaust Fan, Exterior	Loren/Cook	150 C 5B		EF 3-10
11	Exhaust Fan, Exterior	Loren/Cook	195 C 6B		EF 1-1
11	.333-HP Exhaust Fan, Interior	Loren/Cook	150 SQN-B	285SC50279-00/0002001	VF 1-1
11	.333-HP Exhaust Fan, Interior	Loren/Cook	150 SQN-B	285SC50279-00/0003401	VF 1-2
11	.167-HP Exhaust Fan, Interior	Loren/Cook	120 SQN-B	285SC50279-00/0004801	VF 1-3
11	.750-HP Exhaust Fan, Interior	Loren/Cook	150 SQN-B	285SC50996-00/0011801	VF 1-4
11	.333-HP Exhaust Fan, Interior	Loren/Cook	150 SQN-B	285SC50996-00/0013601	VF 1-5
12	1.3M-BTU Domestic Hot Water Boiler	Lochinvar	CFN1261PM	D09H00218431	GWH-1
12	940-GAL Domestic Hot Water Stroage Tank	Lochinvar	RGA0940	J08J00036752	ST-1
12	1.3M-BTU Domestic Hot Water Boiler	Lochinvar	CFN1261PM	A09-00216032	GWH-2
12	940-GAL Domestic Hot Water Stroage Tank	Lochinvar	RGA0940	D09J00038738	ST-2
13	100-MBH Heater, Natural Gas	Trane	GAND 010		GUH 1-1
13	100-MBH Heater, Natural Gas	Trane	GAND 010		GUH 1-2
13	100-MBH Heater, Natural Gas	Trane	GAND 010		GUH 1-3
13	100-MBH Heater, Natural Gas	Trane	GAND 010		GUH 1-4
13	100-MBH Heater, Natural Gas	Trane	GAND 010		GUH 1-5
13	100-MBH Heater, Natural Gas	Trane	GAND 010		GUH 1-6

# Exhibit A - Scope of Work & Mechanical Listing

Group	Equipment	Manufacturer	Model Number	Serial Number	Unit Number
13	100-MBH Heater, Natural Gas	Trane	GAND 010		GUH 1-7
13	100-MBH Heater, Natural Gas	Trane	GAND 010		GUH 1-8
13	100-MBH Heater, Natural Gas	Trane	GAND 010		GUH 1-9
14	5-KW Heater, Electric	Trane	UHEC 05		EUH 1-1
14	5-KW Heater, Electric	Trane	UHEC 05		EUH 1-2
14	5-KW Heater, Electric	Trane	UHEC 05		EUH 1-3
14	5-KW Heater, Electric	Trane	UHEC 05		EUH 1-4
14	5-KW Heater, Electric	Trane	UHEC 05		EUH 1-5
14	5-KW Heater, Electric	Trane	UHEC 05		EUH 1-6
14	2-KW Heater, Electric	Trane	UHAA 05		EUH 1-7
14	5-KW Heater, Electric	Trane	UHEC 05		EUH 1-8
14	2-KW Heater, Electric	Trane	UHAA 05		EUH 2-1
15	13.0-KW Cabinet Heater, Electric	Trane	FFJB 080		ECUH 1-1
15	7.5-KW Cabinet Heater, Electric	Trane	FFJB 040		ECUH 1-4
15	7.5-KW Cabinet Heater, Electric	Trane	FFJB 040		ECUH 1-6
15	7.5-KW Cabinet Heater, Electric	Trane	FFJB 040		ECUH 1-7
16	7.5-HP Smoke Exhaust Fan				SEF 3-1
16	7.5-HP Smoke Exhaust Fan				SEF 3-2
16	7.5-HP Smoke Exhaust Fan, VFD	Toshiba	Q9+4080IER3	081001842	SEFVFD 3-2
16	7.5-HP Smoke Exhaust Fan				SEF 3-3
16	7.5-HP Smoke Exhaust Fan, VFD	Toshiba	Q9+4080IER3	081001836	SEFVFD 3-3
16	7.5-HP Smoke Exhaust Fan				SEF 3-4
16	7.5-HP Smoke Exhaust Fan				SEF 3-5
16	7.5-HP Smoke Exhaust Fan, VFD	Toshiba	Q9+4080IER3	081002859	SEFVFD 3-5
16	7.5-HP Smoke Exhaust Fan				SEF 3-6
16	7.5-HP Smoke Exhaust Fan			081002861	SEF 3-7
16	7.5-HP Smoke Exhaust Fan, VFD	Toshiba	Q9+4080IER3		SEFVFD 3-7
16	7.5-HP Smoke Exhaust Fan				SEF 3-8

<b>CITY COUNCIL AGENDA COMMUNICATION</b>
--

**AGENDA DATE:**

January 26, 2021

**SUBJECT:**

Accept the Resignation of Alex Evans and Declare a Vacancy in Place No. 2 on the Board of Adjustment / Building and Standards Committee / Sign Control Board.

**STAFF RESOURCE:**

Shelley B. George, City Secretary

**ACTION PROPOSED:**

Accept the Resignation of Alex Evans and Declare a Vacancy in Place No. 2 on the Board of Adjustment / Building and Standards Committee / Sign Control Board.

**BACKGROUND**

On January 13th, Alex Evans submitted a letter of resignation as a member of the Board of Adjustment / Building and Standards Committee / Sign Control Board.

**MOTION**

*I make a motion to accept the resignation of Alex Evans and declare a vacancy in Place No. 2 on the Board of Adjustment / Building and Standards Committee / Sign Control Board.*

**ATTACHMENTS:**

Resignation Letter



RECEIVED  
CITY OF ALLEN

IAN 13 2021

OFFICE OF  
CITY SECRETARY

January 13, 2021

Madam City Secretary George,

Due to my filing as a candidate for Allen City Council and in accordance with the Allen City Charter, I hereby resign my position as a member of the Board of Adjustment, Building and Standards Commission, and Sign Control Board Place 2.

Sincerely,

A handwritten signature in black ink, appearing to read "Alexander Evans", written in a cursive style.

Alexander Evans

<b>CITY COUNCIL AGENDA COMMUNICATION</b>
--

**AGENDA DATE:** January 26, 2021

**SUBJECT:** Motion to Appoint Councilmember Chris Schulmeister to Serve on the North Central Texas 9-1-1 Emergency Communications District Board.

**STAFF RESOURCE:** Shelley B. George, City Secretary

**PREVIOUS COUNCIL ACTION:** On March 24, 2020, Council appointed Mayor Pro Tem Caplinger to fill an unexpired term as a member of the North Central Texas Regional 9-1-1 Emergency Communications District.

**ACTION PROPOSED:** Motion to Appoint Councilmember Chris Schulmeister to Serve on the North Central Texas 9-1-1 Emergency Communications District Board.

**BACKGROUND**

State law provides for \$.50 fee to be collected each month on individual and business telephone bills. These fees are collected by the State Comptroller's office and the State Legislature determines how much of the funds from these fees are returned to the region.

In the 84th Session of the Texas Legislature, SB 1108 was passed allowing councils of governments to form 9-1-1 districts whereby all fees collected from citizens and businesses within these districts are remitted directly to the districts to be used solely for the provision of 9-1-1 services.

In 2016, the City of Allen passed Resolution No. 3372-4-16(R) supporting the formation of the 9-1-1 district within the NCTCOG region. This district was created on December 3, 2018. The board is comprised of elected officials appointed by their governing bodies. As an eligible jurisdiction, the City of Allen is entitled to appoint a representative. The proposed action is to name a representative as Allen's representative to the board. This appointment is for a two year term which begins January 1, 2021, and ends December 31, 2023.

**STAFF RECOMMENDATION**

Staff recommends that the City Council appoint Councilmember Chris Schulmeister to serve on the North Central Texas 9-1-1 Emergency Communications District Board.

**MOTION**

***I make a motion to appoint Councilmember Chris Schulmeister to serve on the North Central Texas 9-1-1 Emergency Communications District Board.***



## CITY COUNCIL AGENDA COMMUNICATION

**AGENDA DATE:** January 26, 2021

**SUBJECT:** Conduct a Public Hearing and Adopt a Resolution Amending the 2020-2024 Consolidated Plan and 2020-2021 Annual Action Plan for the Community Development Block Grant (CDBG) Program.

**STAFF RESOURCE:** Erin Jones, Planning Manager

**PREVIOUS COUNCIL ACTION:** July 28, 2020, Resolution 3765-7-20(R) - Original plans were approved for submission to the U.S. Department of Housing and Urban Development (HUD).

**ACTION PROPOSED:** Conduct a Public Hearing and Adopt a Resolution Amending the 2020-2024 Consolidated Plan and 2020-2021 Annual Action Plan for the Community Development Block Grant (CDBG) Program.

### **BACKGROUND**

The Consolidated Plan and Annual Action plan are requirements of the U.S. Department of Housing and Urban Development (HUD) that cities must prepare in order to receive federal monetary assistance from HUD programs. The Consolidated Plan is a comprehensive strategy developed by the community addressing the affordable housing and community development needs present within the community. Ultimately, the Consolidated Plan will be used to implement the Community Development Block Grant (CDBG) program over the course of the next five years.

The Annual Action Plan approved by the City Council on July 28, 2020, and included as a section in the 2020-2024 Consolidated Plan, reflected the following activities to be undertaken for fiscal year October 1, 2020 - September 30, 2021.

Home Repair / Rehabilitation	\$360,589
Public Service Agency Funding	\$65,398
Administration	\$10,000

In addition, the City Council allocated \$256,000 in Community Development Block Grant-coronavirus (CDBG-CV) relief funds to Public Service Activities in the Annual Action Plan.

However, since that time HUD has released additional guidelines regarding the use of CDBG-CV funds and another allotment of funds, thus making it necessary to amend the plans to include the programming of the additional CDBG-CV funds. The Coronavirus Aid, Relief and Economic Security Act (Public Law 116-136) (CARES Act) makes available CDBG-CV funds to prevent, prepare for, and respond to coronavirus. As part of the CARES Act, HUD has allocated a total of **\$672,286** to the City for its CDBG-CV program. It should be noted that the \$672,286 includes the original \$256,000 allocated in July.

Responsive to perceived public need, the City of Allen has established program objectives and criteria for its federal CARES Act programs. CDBG-CV funds will be allocated with program guidelines released through HUD as outlined in **Attachment 1**.

The public comment period was advertised and conducted accordance with the City of Allen's Citizen Participation Plan as amended, Texas Local Government Code, Chapter 373 and the waivers of HUD program regulatory requirements to help prevent, prepare and/or respond to COVID-19. These waivers allow jurisdictions to reduce the 30-day comment period to no less than 5 days to receive public comment. The City made every effort to continue the community input process while observing social distancing protocols during COVID-19.

A presentation and formal opportunity for comment were offered at the following times.

- Online Zoom Meeting on Tuesday January 19, 2021, at 3 p.m.
- A second public hearing will be held before the City Council at 7:00 p.m. on Tuesday, January 26, 2021 in conjunction with this item.

Copies of the draft amendments were also made available for public review and comment at the following locations from January 14, 2021, through January 26, 2021:

- City of Allen Web Site: [www.CityofAllen.org/CDBG](http://www.CityofAllen.org/CDBG)
- In person, by appointment only, from 8:30 a.m. - 4:30 p.m. M-F in the Community Enhancement Office located on the 1st Floor of City Hall.

As of the date of drafting this report no comments have been received.

A summary of the Amended 2020-2021 budget is listed in the Budgetary Impact section.

## **BUDGETARY IMPACT**

The Amended 2020-2021 Annual Action Plan allocates \$1,108,273 for the various CDBG and CDBG-CV activities.

<b>Activity</b>	<b>CDBG Funds</b>
Owner-Occupied Housing Rehabilitation Program	\$360,589
Public Service (Allen Community Outreach)	\$65,398
Program Administration	\$10,000
CDBG-COVID	\$672,286
<b>Total</b>	<b>\$1,108,273</b>

## **STAFF RECOMMENDATION**

Staff recommends that the City Council Conduct a Public Hearing and Adopt a Resolution Amending the 2020-2024 Consolidated Plan and 2020-2021 Annual Action Plan for the Community Development Block Grant (CDBG) Program.

## **MOTION**

***I make a Motion to Adopt Resolution No. \_\_\_\_\_ Amending the 2020-2024 Consolidated Plan and 2020-2021 Annual Action Plan for the Community Development Block Grant (CDBG) Program.***

**ATTACHMENTS:**

Resolution

Attachment 1 - Program Guidelines

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE 2020-2024 CONSOLIDATED PLAN AND THE 2020-2021 ANNUAL ACTION PLAN; AUTHORIZING ITS SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Allen City Council recognizes the importance of neighborhood integrity and the needs of individuals that may be assisted through participation in the Community Development Block Grant (CDBG) and Community Development Block Grant-coronavirus (CDBG-CV) Programs; and,

**WHEREAS**, the Allen City Council has identified high priority affordable housing and community development needs; and,

**WHEREAS**, the Coronavirus Aid, Relief and Economic Security Act (Public Law 116-136) (CARES Act) makes available CDBG-CV funds to prevent, prepare for, and respond to coronavirus; and,

**WHEREAS**, the Allen City Council has undertaken a public participation process including consultation with public service providers, input from residents and public hearings.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:**

**SECTION 1.** In order to fulfill the requirements of the Community Development Block Grant Program of the City of Allen, the City Council of the City of Allen, Texas, hereby amends the 2020-2024 Consolidated Plan and 2020-2021 Annual Action Plan.

**SECTION 2.** The Mayor of the City of Allen, along with the City Manager, are hereby authorized to submit the Amendments to the 2020-2024 Consolidated Plan and 2020-2021 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) for review and approval.

**SECTION 3.** Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**SECTION 4.** Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

**SECTION 5.** This Resolution shall take effect immediately from and after its passage and it is so duly resolved.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 26<sup>TH</sup> DAY OF JANUARY 2021.**

**APPROVED:**

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**Kenneth M. Fulk, MAYOR**

**APPROVED AS TO FORM:**

**ATTEST:**

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**Peter G. Smith, CITY ATTORNEY**

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**Shelley B. George, TRMC, CITY SECRETARY**



## **Substantial Amendment to the 2020-2024 Consolidated Plan and 2020-2021 Annual Action Plan for the Incorporation and Use of Community Development Block Grant -COVID Funds in Allen, TX**

The following information presents a summary of the recommended use of funding made available by the Coronavirus Aid, Relief, and Economic Security (CARES) Act through the US Department of Housing and Urban Development (HUD). These draft funding proposals reflect staff recommendations to address community needs responsive to COVID-19. Recommendations as to how best to fund these proposals may change based on funding availability from a range of sources to address these community needs. Future amendments will be made in accordance to HUD's guidelines and the City of Allen's Citizen Participation Plan as amended.

### **ACTIVITY: EMERGENCY UTILITY ASSISTANCE**

**FUNDS:** Approximately \$152,429

**HUD FUNDING CATEGORY:** Public Services

- The Community Enhancement Department in conjunction with the Community Services Department will operate an emergency utility assistance program (water bills). The program provides up to six months of subsistence payments to low-moderate income families in order to bridge a financial crisis directly related to a COVID-19 financial loss. It is estimated that this funding will aid approximately 262 families.

### **ACTIVITY: Senior Food Assistance**

**FUNDS:** Approximately \$87,428

**HUD FUNDING CATEGORY:** Public Services

- The Community Enhancement Department in conjunction with subrecipient(s) will provide funding for increased demand for food services directly related to COVID-19 for eligible Allen seniors including, but not limited to, meals, emergency food boxes and nutritional supplements. It is estimated that this funding will aid approximately 46 seniors over the course of a year.

### **ACTIVITY: Tutoring Assistance**

**FUNDS:** Approximately \$152,429

**HUD FUNDING CATEGORY:** Public Services

- The Community Enhancement Department in conjunction with the Allen Independent School District (AISD) will provide tutoring services through private contractors for low-moderate income students who have fallen behind as a direct result of COVID-19 related restrictions such as at home learning or periods of quarantine away from the classroom. It is estimated that this funding will aid approximately 100 students.

ACTIVITY: Small Business Grants

FUNDS: Approximately \$250,000

HUD FUNDING CATEGORY: Economic Development

- The Community Enhancement Department in conjunction with the Allen Economic Development Corporation will provide grants to eligible brick and mortar small business (55 employees or less) directly impacted by COVID-19. It is estimated that this funding will aid approximately 10 small businesses.

ACTIVITY: Community Needs and Resource Assessment

FUNDS: Approximately \$30,000

HUD FUNDING CATEGORY: Administration

- The Community Enhancement Department in conjunction with University of North Texas's School of Public Administration and Nonprofit Management will conduct a needs assessment focused on community needs including how those needs have shifted since the start of the COVID-19 pandemic, identify community resources, identify barriers to effective service delivery, explore best practices and role of City.

## CITY COUNCIL AGENDA COMMUNICATION

**AGENDA DATE:**

January 26, 2021

**SUBJECT:**

Adopt a Resolution Authorizing the City Manager to Execute a Contract with The Texas Department of Housing and Community Affairs to Administer the Texas Emergency Rental Assistance Program and the Texas Eviction Diversion Program in the Amount of \$150,000.

**STAFF RESOURCE:**

Erin Jones, Planning Manager

**ACTION PROPOSED:**

Adopt a Resolution Authorizing the City Manager to Execute a Contract with The Texas Department of Housing and Community Affairs to Administer the Texas Emergency Rental Assistance Program and the Texas Eviction Diversion Program in the Amount of \$150,000.

**BACKGROUND**

The Texas Department of Housing and Community Affairs (TDHCA) received \$36.3 million in Community Development Block Grant - Coronavirus (CDBG-CV) funds and is making those funds available to entitlement communities in the state of Texas that have existing COVID-19 rental assistance programs and have indicated an interest to participate in the Texas Emergency Rental Assistance Program (TERAP) and Texas Eviction Diversion Program (TEDP). The City of Allen is eligible to receive \$150,000 in funding to administer a program for eligible Allen residents. Staff anticipates aiding approximately 15-20 families with this program.

In summary, the program guidelines are as follows:

- This program is for rental assistance only. No late fees, mortgage or utility assistance will be offered with these funds.
- Applicants must be residents of Allen and meet HUD's income guidelines to qualify for assistance.
- Eligible applicants can qualify for up to six months of assistance with no duplication of funds from other CDBG-CV programs.
- This program will pay up to 120% Fair Market Rate (FMR), and applicant can qualify for the program if their rent is up to 150% FMR; however, another funding source must pay the difference between 120% and 150%. If the rent is above 150%, then the applicant is not qualified for the program. Examples are as follows:
  - Example 1 - The FMR for a two-bedroom apartment in zip code 75002 is \$1,750 X 120% = \$2,100. If the applicant's rent is at or below \$2,100, then the program can pay 100% of the rent.
  - Example 2 - The FMR for a two-bedroom apartment in zip code 75002 is \$1,750 X 150% = \$2,625. If the applicant's rent is \$2,500, then they are eligible for the program, but the program can only pay up to \$2,100 and the applicant or another funding source would have to pay the difference of \$125.00.
  - Example 3 - If the rent exceeds 150% of the FMR, then the applicant is not qualified for the

- program regardless of household income.
- 10% of the funds must go to renters who are referred from the Justice of the Peace in active eviction status

This program will be run by City Staff through an application process that will open to the public on February 1, 2021.

### **BUDGETARY IMPACT**

This contract will provide for \$150,000 in CDBG-CV funds in order to provide rental relief to qualified Allen residents.

### **STAFF RECOMMENDATION**

Staff recommends that the City Council Adopt a Resolution Authorizing the City Manager to Execute a Contract with The Texas Department of Housing and Community Affairs to Administer the Texas Emergency Rental Assistance Program and the Texas Eviction Diversion Program in the Amount of \$150,000.

### **MOTION**

*I make a Motion to Adopt Resolution No. \_\_\_\_\_ Authorizing the City Manager to Execute a Contract with The Texas Department of Housing and Community Affairs to Administer the Texas Emergency Rental Assistance Program and the Texas Eviction Diversion Program in the Amount of \$150,000.*

### **ATTACHMENTS:**

Resolution  
Contract

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT IN THE AMOUNT OF \$150,000 WITH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS TO ADMINISTER THE TEXAS EMERGENCY RENTAL ASSISTANCE PROGRAM AND TEXAS EVICTION DIVERSION PROGRAM; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Texas Department of Housing and Community Affairs has made available Community Development Block Grant- Coronavirus (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus; and,

**WHEREAS**, the Allen City Council recognizes the importance of assisting residents who have suffered a financial loss due to the COVID-19 Pandemic,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:**

**SECTION 1.** In order to fulfill the requirements of the Texas Department of Housing and Community Affairs, the City Council of the City of Allen, Texas, hereby authorizes the City Manager to execute a contract in the amount of \$150,000 to administer to the Texas Emergency Rental Assistance Program and Texas Eviction Diversion Program.

**SECTION 2.** The Mayor of the City of Allen, along with the City Manager, are hereby authorized to submit the executed contract to the Texas Department of Housing and Community Affairs for review and approval.

**SECTION 3.** Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**SECTION 4.** Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

**SECTION 5.** This Resolution shall take effect immediately from and after its passage and it is so duly resolved.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 26<sup>TH</sup> DAY OF JANUARY 2021.**

**APPROVED:**

\_\_\_\_\_  
**Kenneth M. Fulk, MAYOR**

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
**Peter G. Smith, CITY ATTORNEY**

\_\_\_\_\_  
**Shelley B. George, TRMC, CITY SECRETARY**

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
FY2020 COMMUNITY DEVELOPMENT BLOCK GRANT  
Coronavirus Aid, Relief, and Economic Security Act ("CDBG CARES" or "CDBG-CV")  
Texas Emergency Rental Assistance Program ("TERAP") and  
Texas Eviction Diversion Program ("TEDP")**

**CONTRACT NO. 70200001003**

**CFDA:** 14.228 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
**Awarding Federal Agency:** U.S. Department of Housing and Urban Development  
**Federal Award Number(s):** B-20-DW-48-0001  
**Federal Award Year:** 2020  
**Pass Through Entity:** Texas Department of Housing and Community Affairs  
**HUD Entity Type:** Subrecipient  
**Unique Entity Identifier Number:** 788275956

**SECTION 1. PARTIES TO THE CONTRACT**

This 2020 CDBG-CV Contract Number **70200001003** ("Contract") is made and entered into by and between the Texas Department of Housing and Community Affairs, a public and official of the State of Texas, ("Department" or "TDHCA") and **City of Allen**, a political subdivision of the State of Texas ("Subrecipient") hereinafter, collectively, the "Parties".

**SECTION 2. CONTRACT TERM**

This Contract shall commence on **January 15, 2021**, and shall terminate on **January 14, 2022**, unless extended by written agreement or terminated earlier ("Contract Term").

**SECTION 3. SUBRECIPIENT PERFORMANCE, SCHEDULE, AND SERVICE AREA**

- A. **Purpose**. Subrecipient shall utilize federal CDBG-CV funds to implement a Texas Emergency Rental Assistance Program ("TERAP") and carry out the Texas Eviction Diversion Program ("TEDP") as further permitted herein and as administered by the Department.
- B. **Program Design**. Generally, Subrecipient shall utilize CDBG-CV funds to provide rental assistance to income-eligible Households economically impacted by the Coronavirus Disease 2019 ("COVID-19") to help them stay housed during the pandemic by paying for up to six months of rent, including rental arrears, with at least one of those months covering a current or future month of rent. Current and future months of rent must be consecutive.
- C. **TEDP**
  1. **TEDP Activity**.
    - i. Subrecipient must participate in TEDP. TEDP allows Texans who have fallen behind on their rent because of the impact of COVID-19 and whose landlords have initiated eviction proceedings, to stay in their homes. TEDP operates in partnership with the Supreme Court of Texas, the Office of Court Administration ("OCA"), and local courts and provides referred income-eligible Households economically impacted by COVID-19 with up to six months of rental assistance and an alternative to eviction.
    - ii. Subrecipient is required to administer the eviction diversion emergency rental assistance activity in conjunction with one or more designated Justices of the Peace as specified by TDHCA and the OCA and listed on their websites.

2. Confidential Information. In this partnership with OCA, the Department, and the Supreme Court of Texas, Subrecipient will make all court records, files, and information, relating to the eviction confidential to mitigate the secondary effects on the Household's ability to rent housing in the future. Visit the Court's website at <http://www.txcourts.gov/programs-services/eviction-diversion-program/>.
3. Allocation. Ten percent (10%) of the contract amount is allocated for the TEDP activity. If this ten percent (10%) is spent, Subrecipient may spend other funds under this Contract on TEDP without prior Department approval, but will need to accurately report these funds for this activity utilized in the monthly reporting to the Department.
4. Deobligation. If there are limited referrals from the local courts or referrals are primarily ineligible, the Department may in its sole but reasonable written authority deobligate all or a portion of these funds, or may allow the funds to be used for emergency rental assistance payments by the Subrecipient, on or after the six-month expenditure benchmark.
5. Security and Utility Deposits. If the landlord refuses to participate in TEDP, Subrecipient may transfer the Household to the TERAP. If Subrecipient transfers the Household to the TERAP, TERAP funds may also be used for one month's security and utility deposit(s). Subrecipient may not pay a utility deposit to a public utility company that it or an affiliate owns or controls, or that another unit of government or affiliate of local government owns or controls without prior written permission from the Department. If these deposits are refundable, the Subrecipient must require the landlord or the utility company to return the funds to the Subrecipient upon the Household's departure from the Unit.
6. Intentionally Deleted.

D. **Program Requirements.** Subrecipient must comply with the all applicable statutes, regulations, and U.S. Department of Housing and Urban Development ("HUD") guidance, including, but not limited to the following: the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) ("CARES Act"); Chapter 2105 of the Texas Government Code; Administration of Block Grants, Housing and Community Development Act of 1974, as amended and codified at 42 U.S.C. § 5301; the Federal CDBG Regulations, found at Title 24 Code of Federal Regulations (CFR) Subpart I; and the CDBG-CV notice found at FR-6218-N-01 ("Notice") and FAQs: Program Rules, Waivers, and Alternative Requirements Under the CARES Act for CDBG-CV Grants, FY 2019 and 2020 CDBG Grants, and for Other Formula Programs"); 24 CFR Parts 58, and 75; 2 CFR Part 200, Uniform Grant Management Standards (UGMS), Texas Department of Housing and Community Affairs 2019 Annual Action Plan, as amended, the Department's CDBG-CV TERAP Program Guidelines ("Program Guidelines") and Chapters 1 and 2 of Title 10, Part 1 of the Texas Administrative Code. Subrecipient further agrees to comply with the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements attached hereto as Addendum A, Certification Regarding Drug-Free Workplace Requirements attached hereto as Addendum B, Certification Regarding Debarment, Suspension and Other Responsibility Matter attached hereto as Addendum C, the Contract Benchmarks attached hereto as Exhibit A; the Performance Statement and Benchmarks attached hereto as Exhibit B; the Budget attached hereto as Exhibit C; all such addendums and exhibits incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application for CDBG-CV, as defined in Section 4, funding under this Contract; and with all other terms, provisions, and requirements herein set forth. All such addendums and exhibits are incorporated herein for all relevant purposes.

E. **Service Area.** Subrecipient's service area consists of: Within the city limits of Allen, TX.

- F. **Performance.** The Subrecipient shall perform all activities in accordance with the Program Requirements in Section 3 D of this Contract “Program Requirements”, “Contract Benchmarks” attached hereto as Exhibit A and incorporated herein for all relevant purposes; the “Performance Statement and Benchmarks” attached hereto as Exhibit B and incorporated herein for all relevant purposes; the “Budget” attached hereto as Exhibit C and incorporated herein for all relevant purposes; the “Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements” attached hereto as Addendum A and incorporated herein for all relevant purposes; Certification Regarding Drug-Free Workplace Requirements attached hereto as Addendum B, the Certification Regarding Debarment, Suspension and Other Responsibility Matter attached hereto as Addendum C, the assurances, certifications, and all other statements made by the Subrecipient in its application for the activity funded under this Contract; and with all other terms, provisions, and requirements set forth in this Contract. The Subrecipient shall ensure that the persons to benefit from the activities described in the “Performance Statement and Benchmarks” attached as Exhibit B to this Contract are receiving the service or a benefit and activities for the Contract obligations to be fulfilled and before submitting the “Project Completion Report”, as described in the Program Guidelines to TDHCA.
- G. **Implementation Schedule.** All funds must be fully expended within the Contract Term and must be expended at a reasonable rate acceptable to the Department and as indicated in the “Contract Benchmarks” and “Budget” attached hereto as Exhibits A and C. As further detailed in Exhibits A and C, once General Administration expenditures reach 40% of the budgeted amount, the Department will only reimburse Subrecipient for additional General Administration costs at a rate such that the percentage of budgeted General Administration funds reimbursed is no more than 20 percentage points higher than the percentage of budgeted Emergency Payments expended.
- H. **Income and Household Qualification.**
1. **Definitions.** For purposes of this Contract, the following definitions apply:
    - i. “Household” or “Households” is defined as all persons occupying the same housing unit, regardless of their relationship to each other. The occupants could consist of a single family, two or more families living together, or any other group of related or unrelated persons who share living arrangements. Live-in aides are not part of the Household.
    - i. “Gross Annual Income” is defined as annual income before any deductions have been taken.
  2. **Tenant Certification.** The Household must complete a tenant certification form, as described in the Program Guidelines.
  3. **Statements of Economic Impact.** Subrecipient must collect statements from Households attesting to having been economically impacted by COVID-19 such as disaster related unemployment, lost wages, or increased Household costs.
  4. **Household Income Certification.** Unless otherwise noted, Subrecipient must complete a household income certification form (“HIC”) or a similar tool, as described in the Program Guidelines.
  5. **Household income.** Household income is based on Part 5 of HUD’s Handbook 4350.3, as modified for TERAP and TEDP and defined in the Department’s CDBG-CV TERAP Program Guidelines found here: <https://www.tdhca.state.tx.us/pdf/covid19/cdbg/TERAP-Program-Guidelines.pdf>
  6. **Household Qualifications.** Households can qualify as follows:



- i. Subrecipient is not required to further determine Household income if the Household consists of 6 or fewer individuals and signs a self-certification that its income does not currently exceed 80% of HUD's Area Median Income ("AMI"), and the Household provides documentation that it is currently receiving benefits from Supplemental Security Income ("SSI") for the Head or Co-Head of household,, Low-Income Energy Assistance Program ("LIHEAP"), or the Supplemental Nutrition Program ("SNAP").
  - ii. If the Household resides in a development that is a property whose rent limit is capped by HUD, the Department of Agriculture or the Department, the landlord may provide documentation that an income certification was done pursuant to 24 CFR Part 5 on or after April 1, 2020, but must be within twelve months of the CDBG-CV application for assistance, and the residing Household's income does not exceed 80% of HUD's AMI. In this circumstance, after reviewing the landlord's documentation and receiving a certification from the Household that its income is still under HUD's 80% AMI, Subrecipient is not required to further determine Household income.
  - iii. If income is from 0% to 60% AMI, a Household self-certification of income is required.
  - iv. For Household income 60% to 80% of AMI, see page 11 of the Program Guidelines. For TERAP, Subrecipient must qualify all Households using the 4350.5 modified income qualification process explained on the Program Guidelines.
7. Duplication of Benefits. Under no circumstances shall a Household or landlord receive a duplication of benefits ("DOB"). A DOB occurs when a beneficiary receives assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. Any excess from a DOB must be returned to the Department within 10 (ten) days.
8. Subaward Agreements. This subsection H of Section 3 of the Contract must be incorporated into any and all subaward agreements.

#### **SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS**

- A. Financial Obligations. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse the actual allowable costs incurred by Subrecipient in an amount up to \$150,000 and in accordance with the terms of this Contract.
- B. Availability of Funds. Department's obligations under this Contract are contingent upon the actual receipt and availability by the Department of adequate CDBG-CV funds from the U.S. Department of Housing and Urban Development ("HUD"). If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract, and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.
- C. Ineligible Costs. Department shall not be liable to Subrecipient for certain costs, including but not limited to costs which:
- 1. have been reimbursed to Subrecipient or are subject to reimbursement to Subrecipient by any source other than Department;
  - 2. are not allowable costs, as set forth in the CDBG-CV Notice and the CARES Act and in Section 8 of this Contract;

3. are not strictly in accordance with the terms of this Contract, including the addendums and exhibits attached hereto;
4. have not been reported to Department within forty-five (45) calendar days following termination of this Contract;
5. are not used to prevent, prepare for, or respond to the Coronavirus Disease 2019 pandemic "COVID-19"); or
6. are not incurred during the Contract Term, except for rental arrears payments between April 1, 2020, and January 14, 2021, and eligible pre-award administrative costs incurred after April 1, 2020, as further detailed in Section 5 C of this Contract.

- D. **Deobligation of Funds.** Failure to meet an expenditure benchmark as reported in the Monthly Expenditure and Performance Report as identified in Exhibit A, Contract Benchmarks, may result in the Department (in its sole discretion) deobligating the unreported amount of expended funds for the benchmark and deobligating an equivalent proportion of administrative funds. Funds obligated to specific landlords or utility providers by July 31, 2021, but not paid to those landlords or utility providers may be reobligated by the Subrecipient in accordance with the terms of this Contract.

## **SECTION 5. PAYMENT / CASH BALANCES**

### **A. One-Time Request for Advance of Funds.**

1. Per 2 CFR 200.305, the Subrecipient may request a one-time advance of funds (no more than 30 days cash need) by submitting to TDHCA a properly completed planned expenditure report that includes a request for advance funds, in a format specified by TDHCA. TDHCA shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until TDHCA has reviewed and approved such request. TDHCA may request Subrecipient to make modifications to the disbursement request and is authorized to modify the disbursement procedures set forth herein as may be necessary or advisable for compliance with Program Requirements.
2. Subrecipient's requests for the advance of funds shall be limited to the minimum amounts needed for effective operation of programs, and shall be timed as closely as possible to be in accord with actual cash requirements. Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from TDHCA to the Subrecipient and the spending of such funds and shall ensure that such funds are disbursed as soon as administratively possible. If Subrecipient subcontracts or subawardees any part of its award, it must have financial management systems in place to pay the subcontractor or subawardee for expenses under the agreement, generally within thirty (30) days.

- B. **Disbursement Procedures.** Subrecipient shall establish procedures to minimize the time between the disbursement of CDBG-CVD funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.

- C. **Allowable Expenses.** All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of low-to moderate- income Households with Gross Annual Income at or below 80 percent of HUD's AMI, applicable per each Household's size and zip code and county of residence. Subrecipient may incur administrative costs to deliver emergency assistance: salaries and related costs; supplies and equipment (with Department approval and as limited by 10 TAC §1.10), overhead (utilities, maintenance, etc.), transportation, and mileage. Preparation of the CDBG-CV application and staff time to attend or participate in pre-contract training are eligible pre-award administrative costs. Subrecipient may incur costs for activities associated with the closeout of the Contract for a period not to exceed forty-five (45) calendar days from the end of the Contract Term.

- D. **Refund.** Subrecipient shall refund to Department any sum of money which has been paid to Subrecipient by Department, which Department determines has resulted in an overpayment. Subrecipient shall make such refund within ten (10) calendar days after the Department's request.
- E. **Repayment.** Subrecipient shall repay funds that the Department determines has not been spent strictly in accordance with the terms of this Contract and by which the period of obligation has expired. Subrecipient shall make such repayment within ten (10) calendar days after the Department's request.

## SECTION 6. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS

- A. **Administrative Requirements and Cost Principles.** Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the state Uniform Grant Management Standards, 34 TAC §20.421 in effect on the effective date of this Contract ("UGMS").
- B. **Indirect Cost Rate.** Subrecipient has an approved indirect cost rate of 0%. Indirect costs are only allowable if Subrecipient has an approved federal indirect cost rate or is using the de minimis rate on all its federal contracts per 2 CFR §200.414(f).
- C. **Financial Management and Audit Requirements.** Subrecipient must demonstrate to the satisfaction of the Department that they are in compliance with the financial management requirements at 2 CFR Part 200, including the single audit requirements of 2 CFR §200.501. Audit requirements are set forth in the Texas Single Audit Act and 2 CFR Part 200, Subpart F. The expenditure threshold requiring an audit is \$750,000 of Federal and/or state funds. If an audit is required under the Texas State Single Audit Act, this audit must be submitted to the Department pursuant to 10 TAC §1.403, but CDBG-CV funds may not be used to pay for the audit. Subawardees of the Subrecipient must comply with financial management systems in accordance with 10 TAC §1.402. Subrecipient shall ensure compliance by subawardee, if applicable.
- D. **Audit Review.** Department reserves the right to conduct additional audits of funds received and performances rendered under this Contract. Subrecipient agrees to permit Department, or its authorized representative, to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.
- E. **Subcontracts and Subawards.** The Subrecipient shall include language in any subcontract or subaward that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.
- F. **Certification Form.** For any fiscal year ending within or one year after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end. If the Subrecipient's Single Audit is required by 2 CFR Part 200, Subpart F, the report must be submitted to the Federal Audit Clearinghouse ("FAC") the earlier of thirty (30) calendar days after receipt of the auditor's report or nine (9) months after the end of its respective fiscal year. As noted in 10 TAC §1.403(f), Subrecipient is required to submit a notification to Department within five (5) business days of submission to the FAC. Along with the notice, indicate if the auditor issued a management letter. If there is a management letter, a copy of the letter must be sent to the Department. Both the notice and the copy of the management letter, if applicable, must be submitted by electronic mail to: SAandACF@tdhca.state.tx.us

## SECTION 7. TERMINATION AND SUSPENSION

- A. **Termination.** Upon adequate notice, and as per 10 TAC §2.202, Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of this Contract. If the Department determines that a Subrecipient has failed to comply with the terms of the Contract, or to provide services that meet appropriate standards, goals, or other requirements established by the Department, the Department will notify Subrecipient of the deficiencies to be corrected and may require the deficiencies be corrected. Repeated instances of not meeting the Contract Benchmarks as reflected in Exhibit A will be good cause to terminate the Contract, in the Department's sole discretion.
- B. **Suspension.** As per 10 TAC §2.202, Department may suspend this Contract, in whole or in part, at any time Department determines that there is cause for suspension. Nothing in this Section 7 shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance.
- C. **Liability.** Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.
- D. **Withholding of Payment.** Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department or other liability is agreed upon or is otherwise determined in writing between the Parties.

## **SECTION 8. PROHIBITED USE OF FUNDS**

- A. **Budget.** Subrecipient may not use funds under this Contract for any activity or in any manner not reflected in Exhibit C, Budget.
- B. **Rental Payment Restrictions.** Subrecipient may not use funds under this Contract to assist a Household whose contract rent in its dwelling unit exceeds 150% of the Small Area Fair Market Rent ("SAFMR"), or where no SAFMR exists, the Fair Market Rent ("FMR"), and may not make a payment for a dwelling unit in an amount greater than 120% of the SAFMR or FMR. A Subrecipient may assist a Household with nonfederal funds for the rental arrears for the monthly amount between 120% and 150% of Small Area Fair Market Rent or Fair Market Rent (if Small Area Fair Market Rent is not published in the jurisdiction).
- C. **Project-Based and Tenant-Based Rental Assistance.** Subrecipient may not use funds under this Contract to assist a Household whose dwelling unit also has project-based rental assistance, whose development uses project-based operating assistance, or where the tenant has a tenant-based voucher.
- D. **Public Housing Unit.** Subrecipient may not use funds under this Contract to assist a Household whose dwelling unit is a public housing unit.
- E. **Assistance Period.** Subrecipient may not assist a Household with funds under this Contract, for more than a total of six (6) months (rental arrears payment + current or future monthly rental payment).
- F. **Local Government Owned Property.** Subrecipient may not use funds under this Contract to assist a Household whose dwelling unit is owned by a Unit of Local Government (as that term is defined in

UGMS), unless it has prior written permission from the Department (to be reviewed on a case by case basis).

## SECTION 9. RECORDKEEPING REQUIREMENTS

- A. **General.** For purposes of compliance, all associated documentation must be readily available, whether stored electronically or hard copy to justify compliance with program rules and regulations. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract in accordance with the UGMS.
- B. **Open Records.** Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract, except records made confidential by law, is subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.
- C. **Access to Records.** Subrecipient shall give HUD, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection C.
- D. **Record Retention.** Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) the time period described in the state Uniform Grant Management Standards, Chapter III, "State Uniform Administrative Requirements for Grants and Cooperative Agreements", Subpart C – Post Award Requirements, §.42; (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iv) a date consistent with any other period required by the performed activity reflected in federal or state law or regulation. Upon termination of this Contract, all records are property of the Department.
- E. **CARES Act Funds.** Subrecipient shall track, account for, and report on this CDBG-CV Act funding separate from other funds. Upon request, Subrecipient shall report to the Department to extent these funds were used as match for other programs.

## SECTION 10. REPORTING REQUIREMENTS

- A. **General.** Subrecipient shall submit to Department such reports on the performance of this Contract as may be required by Department including, but not limited to, the reports specified in this Section.
- B. **Expenditure and Performance Reports.** By the fifteenth (15th) day of each month, Subrecipient shall electronically submit an Expenditure and Performance Report to the Department of all expenditures of funds and clients served under this Contract during the previous month (including a partial month), regardless of whether Subrecipient makes a fund request. Subrecipient must file a monthly Expenditure and Performance Report in a timely manner, prior to accessing funds. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall result in the automatic suspension of the ability of Subrecipient to request reimbursements and shall be identified as a finding in any monitoring review.

- C. **Final Reports.** Subrecipient shall submit a final Expenditure and Performance Report to the Department after the end of the Contract Term. Subrecipient must file a final Expenditure and Performance Report within forty-five (45) calendar days after the end of the Contract.
- D. **Inventory.** Subrecipient shall submit to Department no later than forty five (45) calendar days after the end of the Contract Term an inventory of all vehicles, and equipment (as defined federally and by UGMS) with a unit acquisition cost of \$5,000.00 or more and/or a useful life of more than one year, if purchased in whole or in part with funds received under this Contract. The inventory shall reflect the equipment on hand as of the last day of the Contract Term. Upon the termination of this Contract, Department may transfer title to any equipment to the Department or to any other entity receiving federal funds from the Department.
- E. **Default.** If Subrecipient fails to submit within forty-five (45) calendar days of its due date, any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, suspend payments, place Subrecipient on cost reimbursement method of payment, and initiate proceedings to terminate the Contract.
- F. **Entity Identifier Number.** Subrecipient shall provide the Department with a Data Universal Numbering System ("DUNS") number to be used as the Unique Entity Identifier Number on all contracts and agreements. The DUNS number must be provided in a document from Dun and Bradstreet must be submitted from a document retrieved from the <https://www.sam.gov> website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number for the entire Contract Term.
- G. **Rental Assistance.** During the Contract Term, reimbursements from rental arrears or rental assistance payments must be reported to the Department in the next monthly Expenditure and Performance Report and spent on qualifying rental arrears or rental assistance payments.

## **SECTION 11. CHANGES AND AMENDMENTS**

- A. **Amendments and Required Changes by law.** Any change, addition, or deletion to the terms of this Contract required by a change in state or federal law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulations without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Section 11 of this Contract may be further evidenced in a written amendment.
- B. **General.** Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract not required by a change in state or federal law or regulation shall be amended in writing and executed by both Parties to this Contract.
- C. **Electronic Signatures.** If any Party returns an executed copy by electronic transmission, the signing party intends the copy of its authorized signature, to be its original signature.
- D. **Amendment Requests.** The Department must receive any Contract amendment requests in writing.

## **SECTION 12. PROGRAM INCOME**

- A. **General.** Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the state Uniform Grant Management Standards, more specifically Chapter III, "State Uniform Administrative Requirements For Grants and Cooperative Agreements", Subpart C — Post-Award Requirements-- Financial Administration, §\_.25, Program Income, 2 CFR §200.80, and 10 TAC §6.205(c).

- B. **Reimbursement.** During and after the Contract Term, Subrecipient will return refunds or reimbursements from rental arrears, rental assistance payments, rental deposits, or utility deposits, or any other program income to the Department within ten (10) days of receipt. Program income any subcontractor, or subawardee receives, must also be returned to the Department within ten (10) calendar days. This requirement must be listed in the Subrecipient's agreement with subcontractor or subawardee.

### **SECTION 13. TECHNICAL ASSISTANCE AND MONITORING**

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract. Department or its designee may conduct periodic on-site monitoring and evaluation of the efficiency, economy, and efficacy of Subrecipient's performance of this Contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department will provide technical assistance to Subrecipient and will require or suggest changes in Subrecipient's program implementation or in Subrecipient's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. Department may conduct follow-up visits to review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may place Subrecipient on a cost reimbursement method of payment, suspend or terminate this Contract, or invoke other remedies in the event monitoring or other reliable sources reveal material deficiencies in Subrecipient's performance or if Subrecipient fails to correct any deficiency within the time allowed by federal or state law or regulation or by the terms of this Contract.

### **SECTION 14. INDEPENDENT SUBRECIPIENT**

Subrecipient is an independent contractor. Subrecipient agrees to hold Department harmless and, to the extent allowed by law, indemnify it against any disallowed costs or other claims which may be asserted by any third party in connection with Subrecipient's performance of this Contract.

### **SECTION 15. PROCUREMENT STANDARDS**

- A. Subrecipient shall comply with UGMS and 10 TAC §1.404, this Contract, and all applicable federal, state, and local laws, regulations, and ordinances for making procurement transactions and purchases under this Contract.
- B. Subrecipient may not use funds provided under this Contract to purchase equipment (as defined federally or by UGMS) with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000.00, or on any vehicle purchase unless Subrecipient has received the prior written approval from the Department for such purchase.

### **SECTION 16. SUBCONTRACTS**

- A. Subrecipient, in subcontracting for any performances described in this Contract, expressly understands that in entering into such subcontracts, TDHCA is in no way liable to the Subrecipient's subcontractor(s). All subcontracts must be for goods or services and paid out of administrative funds. Subcontractors must be procured in accordance with 2 CFR Part 200, UGMS, and 10 TAC §1.404.
- B. Subrecipient has the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all Contract terms and as if such performances rendered were rendered by Subrecipient. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract.

**SECTION 17. SUBAWARDS**

- A. Subrecipient may request to the Department to enter into a subaward to a unit of local government, council of government, public housing authority, or private nonprofit organization for some or all of its program and administrative funds through a direct (non-competitive) award. The Subrecipient must fulfil all of the requirement of a pass-through entity listed in 24 CFR §200.332, and must monitor its subawardee at least once during the Contract Term.
- B. Any subaward must contain all the applicable terms and conditions required by federal and state requirements and as further reflected this Contract including but not limited to items specifically identified in this Contract, 2 CFR §200.332, and 2 CFR Part 200 Appendix II (as applicable) .
- C. Subrecipient must provide the Department with the applicable contact information for all subawards to ensure that accurate contact information is available relating to both rental assistance and eviction diversion activities to include in a list of resources for landlords/tenants. Subawardees may not further subaward funds.
- D. Before entering into a contract or other agreement with a subawardee, Subrecipient must: 1) check the Federal and State debarment and suspended lists of both the Department (all subawardees) and Texas Department of Agriculture (only if the subawardee is a non-entitlement city or county) for the entity and for governing board members of subawardees; 2) ensure that the entity (if applicable) is current on its Single Audit submission to the Federal Audit Clearinghouse; 3) request a disclosure for matters under 2 CFR §200.113, 2 CFR Part 200 Appendix XII, 24 CFR Part 9, or the Fair Housing Act; and 4) provide the Department this information on the Department's form by February 15, 2021.
- E. The Subrecipient, in subawarding for any performances described in this Contract, expressly understands that in entering into such subawards, the Department is in no way liable to the Subrecipient's subawardee(s). Department's approval under this Section 17 does not constitute adoption, ratification, or acceptance of Subrecipient's or subawardee's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section 17 does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

**SECTION 18. TRAVEL**

Subrecipient shall adhere to 2 CFR Part 200 and either its board-approved travel policy (not to exceed the amounts established in subchapter I of Chapter 57 of Title 5, United States Code ``Travel and Subsistence Expenses; Mileage Allowances), or the State of Texas travel policies. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees.

**SECTION 19. LITIGATION AND CLAIMS**

Subrecipient shall immediately provide Department with written notice of any claim or action filed with a court or administrative agency against Subrecipient arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall provide Department with copies of any and all relevant papers Subrecipient receives with respect to such action or claim.

**SECTION 20. LEGAL AUTHORITY**

- A. **Legal Authority.** Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and



performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.

- B. **Signature Authority.** The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Subrecipient's governing body to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.
- C. **Termination; Liability.** Department shall have the right to terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract on behalf of Subrecipient to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 20.
- D. **Merger; Default.** Subrecipient understands that it is an event of default under this Contract if the Subrecipient liquidates, terminates, dissolves, merges, consolidates or fails to maintain good standing in the State of Texas, and such is not cured prior to causing material harm to Subrecipient's ability to perform under the terms of this Contract.

## **SECTION 21. COMPLIANCE WITH LAWS**

- A. **Federal, State and Local law.** Subrecipient shall comply with the CARES Act, the Housing and Community Development Act of 1974, the CDBG and CDBG-CV federal rules and regulations the certifications attached hereto, and all federal, state, and local laws and regulations applicable to the performance of this Contract. Subrecipient shall not violate any federal, state, or local laws, stated herein or otherwise, nor commit any illegal activity in the performance of or associated with the performance of this Contract. No funds under this Contract shall be used for any illegal activity or activity that violates any federal, state, or local laws.
- B. **Drug-Free Workplace Act of 1988.** The Subrecipient affirms by signing this Contract and Addendum B that it is implementing the Drug-Free Workplace Act of 1988 (41 USC §701, *et seq*).
- C. **Limited English Proficiency (LEP).** Subrecipient must ensure equal access to services by non-English speaking residents. Subrecipient must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000 reprinted at 65 F.R 50121, August 16, 2000 Improving Access to Services with LEP at 67 F.R. 41455. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with LEP have meaningful access to the program. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.
- D. **Information Security and Privacy Requirements.**
  - 1. **General.** Subrecipient shall comply with the information security and privacy requirements under 10 TAC §1.24 to ensure the security and privacy of Protected Information (as said term is defined under 10 TAC §1.24).
  - 2. **Information Security and Privacy Agreement ("ISPA").** Prior to beginning any work under this Contract, Subrecipient shall either (i) have an effective, fully executed ISPA, as required by 10 TAC §1.24, on file with the Department, or (ii) will execute and submit to the Department an ISPA in accordance with instructions found on the Department's website at the "Information Security and

Privacy Agreement” link. The requirements of the ISPA must be incorporated into an agreement with any subcontractor or subawardee, as applicable.

- E. **Prevention of Trafficking.** Subrecipient and its contractors must comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104 *et seq.*). If Subrecipient or its contractor or subcontractor engages in, or uses labor recruiters, brokers or other agents who engage in any of the prohibited activities under Section 106(g) of the Trafficking Victims Protection Act of 2000, Department may terminate this Contract and Subrecipient hereby agrees and acknowledges that upon termination, Subrecipient's rights to any funds shall be terminated.
- F. **Section 3.** If Subrecipient's project contains covered activities not paid for CDBG-CV funds, Subrecipient agrees to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3 of the Housing and Urban Development Act of 1968, as amended. As evidenced by their execution of this Contract, the parties certify that they are under no contractual or other impediment that would prevent them from complying with 24 CFR Part 75.
- G. **Lead-based Paint.** Emergency Rental Assistance under TERAP or TEDP for current rental payments covering an excess of 100 days, is subject to the Lead Safe Housing Rule (“LSHR”) requirements and Subrecipient must follow the requirements of 24 CFR Part 35 Subpart K, whether occupied by a child less than six years or not. Subpart K requires that almost all dwelling units built prior to January 1, 1978 that receive Federal assistance undergo a visual assessment for deteriorated paint (inside, outside and all common areas) by a trained grantee or subrecipient. The results of the visual assessment must be documented. Should deteriorated paint be identified, Subrecipient must follow the compliance steps to properly address the deteriorated painted surfaces, detailed in Subpart K. A list of exemptions to the LSHR, steps to comply with Subpart K, and associated resources can be reviewed here: <https://portalapps.hud.gov/CORVID/HUDBLPAdvisor/welcome.html>.

## **SECTION 22. ENVIRONMENTAL CLEARANCE REQUIREMENTS**

The Department has performed a state-wide environmental review under 24 CFR §58.35(b)(2) for this emergency rental assistance activity. Subrecipient will not have to perform individual environmental reviews.

## **SECTION 23. CITIZEN PARTICIPATION REQUIREMENTS and COMPLAINTS**

- A. **Citizen Participation.** In accordance with Section 2105.058 of the Texas Government Code, Subrecipient must conduct a public meeting at least annually to seek public comment on the needs or uses of CDBG-CV funds.
- B. **Complaints.** Subrecipient must provide residents the address, phone number, email (if applicable) and times for submitting complaints and grievances, and provide timely written answers to complaints and grievances, within fifteen (15) working days where practicable.
- C. **Subaward Agreements.** Subrecipient must incorporate the provisions of this Section 23 into its agreement with any subawardee that receives more than \$5,000 in CDBG-CV funding and of this Section 23B with any subawardee.

## **SECTION 24. PREVENTION OF WASTE, FRAUD, ABUSE, and DUPLICATION OF BENEFITS**

- A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal controls systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.

- B. Subrecipient shall establish and maintain adequate procedures to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2013 (division D of Public Law 115—254; 132 Stat. 3442).
- C. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the CDBG-CV program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse.
- D. Subrecipient shall not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.
- E. Subrecipient is prohibited from selling, trading, or otherwise transferring all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, and must use such funds only for eligible activities, in this case, emergency rental assistance.
- F. Subaward. Subrecipient must incorporate the provisions of this Section 24 into its agreement with any subawardee.

## **SECTION 25. CERTIFICATION REGARDING UNDOCUMENTED WORKERS**

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. §1324a(f), Subrecipient shall repay the public subsidy with interest, at the rate of five percent (5%) per annum, not later than the 120<sup>th</sup> day after the date the Department notifies Subrecipient of the violation.

## **SECTION 26. CONFLICT OF INTEREST/NEPOTISM**

- A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract. In addition, the written standards must meet the requirements in 2 CFR §200.318.
- B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. This also applies to the procurement of goods and services under 24 CFR §§200.317 and 200.3186.
- C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient

- D. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.
- E. Subrecipient must incorporate the provisions of this Section 26 with any subcontractor or subawardee.

**SECTION 27. POLITICAL ACTIVITY AND LEGISLATIVE INFLUENCE PROHIBITED**

- A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any state official or employee from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen, information in the hands of the employee or official not considered under law to be confidential information.
- B. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government, the State of Texas, or the government of the United States.
- C. None of the funds provided under this Contract shall be used 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 governed by the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) as the Subrecipient and each of its tiers have certified by their execution of the "Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements" attached hereto as Addendum A and incorporated herein for all relevant purposes.

**SECTION 28. NON-DISCRIMINATION, EQUAL ACCESS AND EQUAL OPPORTUNITY**

- A. Non-Discrimination. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, familial status, disability, or political affiliation or belief.
- B. Equal Opportunity. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965, as amended, and its implementing regulations at 41 CFR Part 60 .
- C. Affirmatively Further Fair Housing. Subrecipient must affirmatively further fair housing to include but is not limited to marketing the program to those least likely to apply.
- D. Accessibility. Subrecipient must meet the standards under (i) Section 504 of the Rehabilitation Act of 1973 (5 U.S.C. §794) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189; 47 U.S.C. §§155, 201, 218 and 255) as implemented by U. S. Department of Justice at 28 CFR Parts 35 and 36. Subrecipient shall follow the Department's accessibility rules in 10 TAC Chapter 1, Subchapter B. Subrecipient shall operate each program or activity receiving financial assistance so that the program or activity, when viewed in its entirety, is readily accessible and usable by individuals with disabilities. Subrecipient is also required to provide reasonable accommodations for persons with disabilities.

**SECTION 29. MAINTENANCE OF EFFORT**

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source or in any way serve to reduce the funds or resources which would have been available to or provided through Subrecipient had this Contract never been executed.

### **SECTION 30. PREVIOUS PARTICIPATION REVIEW DEBARRED AND SUSPENDED PARTIES**

- A. All entities will be subject to a Previous Participation Review by the Department, as outlined in 10 TAC §1.302. Pursuant to 24 CFR Part 5, all CDBG-CV applicants are required to verify that they and their principals, or any/all persons, contractors, consultants, businesses, subawardees, etc., that will be conducting business with the applicant as part of the rental assistance activity are not presently debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction or in any proposal submitted in connection with the covered transaction.
- B. The Department will not award any CDBG-CV funds to organizations that are debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation from federal or state assisted programs, or that are proposing to partner, contract, or otherwise fund rental assistance activities through an organization that is debarred, suspended, proposed for debarment, or otherwise ineligible from participation in federally assisted programs. If an organization has a member of its governing body that has this status, the Department will allow the member to resign so that the organization can enter into a Contract with the Department.
- C. By signing this Contract, Subrecipient certifies that its principal employees, board members, agents, or contractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency as provided in the Certification Regarding Debarment, Suspension and Other Responsibility Matters attached hereto as Addendum C and incorporated herein for all relevant purposes. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in the certification attached as Addendum C, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- D. Subrecipient also certifies that it will not knowingly award any funds provided by this Contract to any person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4 or that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (“SAM”) at [www.sam.gov](http://www.sam.gov) and including a copy of the results in its project files. After said verification, Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors during the term of subcontractor’s agreement. Subrecipient may subsequently rely upon a certification of a prospective subcontractor that is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Subrecipient knows that the certification is erroneous.
- E. Failure of Subrecipient to furnish the certification attached hereto as Addendum C or an explanation of why it cannot provide said certification shall disqualify Subrecipient from participation under this Contract. The certification or explanation will be considered in connection with the Department’s determination whether to continue with this Contract. Subrecipient shall provide immediate written notice to Department if at any time Subrecipient learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Subrecipient further agrees by executing this Contract that it will include the certification provision titled “Certification Regarding

Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts,” as set out in Addendum C, without modification, and this language under this Section 30, in all its subcontracts.

### **SECTION 31. FAITH BASED AND SECTARIAN ACTIVITY**

Funds provided under this Contract may not be used for explicitly religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance from the Department. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded with direct financial assistance from the Department, and participation must be voluntary for beneficiaries of the programs or services funded with such assistance. Subrecipient shall comply with the regulations in 24 CFR §5.109 .

### **SECTION 32. COPYRIGHT**

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. If copyrighted materials are developed in the under this Contract, the Department and HUD shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

### **SECTION 33. NO WAIVER**

Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department’s right to exercise that or any other right or remedy at a later time.

### **SECTION 34. SEVERABILITY**

If any section or provision of this Contract is held to be invalid or unenforceable by a court or an administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

### **SECTION 35. ORAL AND WRITTEN AGREEMENTS**

- A. All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.
- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:
  - 1. Addendum A - Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
  - 2. Addendum B - Certification Regarding Drug-Free Workplace Requirements
  - 3. Addendum C - Certification Regarding Debarment, Suspension and Other Responsibility Matters
  - 4. Exhibit A - Contract Benchmarks
  - 5. Exhibit B – Performance Statement and Benchmarks
  - 6. Exhibit C --Budget

### **SECTION 36. USE OF ALCOHOLIC BEVERAGES**

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient’s employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

### **SECTION 37. FORCE MAJURE**

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

- A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, disease pandemics, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and
- B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

### **SECTION 38. ALTERNATIVE DISPUTE RESOLUTION**

In accordance with Section 2306.082 of the Texas Government Code, it is the Department's policy to encourage the use of appropriate alternative dispute resolution procedures ("ADR") under the Governmental Dispute Resolution Act and the Negotiated Rulemaking Act (Chapters 2009 and 2006 respectively, Texas Government Code), to assist in the fair and expeditious resolution of internal and external disputes involving the Department and the use of negotiated rulemaking procedures for the adoption of Department rules. As described in Chapter 154, Civil Practices and Remedies Code, ADR procedures include mediation. Except as prohibited by Department's ex parte communications policy, Department encourages informal communications between Department staff and the Subrecipient, to exchange information and informally resolve disputes. Department also has administrative appeals processes to fairly and expeditiously resolve disputes. If at any time the Subrecipient would like to engage Department in an ADR procedure, the Subrecipient may send a proposal to Department's Dispute Resolution Coordinator. For additional information on Department's ADR policy, see Department's Alternative Dispute Resolution and Negotiated Rulemaking at 10 TAC §1.17.

### **SECTION 39. TIME IS OF THE ESSENCE**

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

### **SECTION 40. COUNTERPARTS AND FACSIMILE SIGNATURES**

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

### **SECTION 41. NUMBER, GENDER**

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

### **SECTION 42. NOTICE**

- A. If a notice is provided concerning this Contract, notice may be given at the following ("Notice Address"):

**As to Department:**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
P. O. Box 13941  
Austin, Texas 78711-3941  
Attention: Mariana Salazar, Director of CDBG CARES  
Telephone: (512) 655-9616  
mariana.salazar@tdhca.state.tx.us

**As to Subrecipient:**

City of Allen  
305 Century Pkwy  
Allen, TX 75013  
Attention: Lee Battle, Director  
Telephone: 214-509-4163      Email: lbattle@cityofallen.org

- B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five (5) days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 42.
- C. Subrecipient shall provide contact information to the Department in accordance with 10 TAC §6.6.

**SECTION 43. VENUE AND JURISDICTION**

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

**SECTION 44. DENIAL OF SERVICE APPEALS PROCESS FOR HOUSEHOLDS**

- A. Subrecipient must establish a written denial of service complaint procedure to address written complaints (or an oral complaint if a person with a disability requests a reasonable accommodation based on their disability) from a Household or landlord. This appeal procedure is not applicable to a Household if the landlord declines to participate in the program.
- B. If a Household's denial is solely based on income eligibility, this complaint procedure would not apply, but the Household may request a recertification of income eligibility based on initial documentation provided at the time of the original application. The recertification will be an analysis of the initial calculation based on the documentation received with the initial application for services and must be performed by an individual other than the person who performed the initial determination. If the recertification upholds the Household's income as ineligible, the Household must be notified in writing.
- C. If the Household is not satisfied with the Subrecipient's decision under the service complaint procedure, the Household may appeal the decision in writing (or telephonically if a person with a disability requests a reasonable accommodation based on their disability) to the Department within ten (10) calendar days of notification of an adverse decision.
- D. Households who allege that the Subrecipient has denied all or part of a service or benefit in a manner that is unjust, violates discrimination laws, or without reasonable basis in law or fact, may request a contested hearing under Tex. Gov't Code, Chapter 2001. The hearing shall be conducted by the State Office of Administrative Hearings on behalf of the Department in the locality served by the Subrecipient, for which the procedures are further described in 10 TAC §1.13 (relating to Contested Case Hearing Procedures). If the Household appeals to the Department, Subrecipient's CDBG-CV funds



that could be pledged to that Household should remain unencumbered until the Department completes the appeal process.

**SECTION 45. ASSIGNMENT**

This Contract is made by Department to Subrecipient only. Accordingly, it is not assignable without the written consent and agreement of Department, which consent may be withheld in Department's sole discretion.

**SECTION 46. LIMITATION ON ABORTION FUNDING**

- A. Pursuant to Chapter 2272 of the Texas Government Code, to the extent allowed by federal and state law, the Department may not enter into this Contract with an "abortion provider" or an "affiliate" of an abortion provider, as said terms are defined thereunder, if funds under this Contract are appropriated from state or local tax revenue.
- B. By execution of this Contract, the Subrecipient hereby certifies that, as a condition of receipt of any funds under this Contract from state or local tax revenue, it is eligible to receive said funds, and that it will not utilize said funds in any way contrary to this Section 46 during the Contract Term.

EXECUTED to be effective on January 15, 2021.

**SUBRECIPIENT:**

**City of Allen,  
a political subdivision of the State of Texas**

By: \_\_\_\_\_  
Name: Lee Battle  
Title: Director  
  
Date: \_\_\_\_\_

**DEPARTMENT:**

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,  
a public and official agency of the State of Texas**

By: \_\_\_\_\_  
Name: Mariana Salazar  
Title: Its duly authorized officer or representative  
  
Date: \_\_\_\_\_

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
FY2020 COMMUNITY DEVELOPMENT BLOCK GRANT  
Coronavirus Aid, Relief, and Economic Security Act ("CDBG CARES" or "CDBG-CV")  
Texas Emergency Rental Assistance Program ("TERAP") and  
Texas Eviction Diversion Program ("TEDP")**

**ADDENDUM A**

**CERTIFICATION REGARDING LOBBYING FOR  
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of its 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.

**STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE**

The undersigned states, to the best of its knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**SUBRECIPIENT:**

**City of Allen,  
a political subdivision of the State of Texas**

By: \_\_\_\_\_

Name: Lee Battle

Title: Director

Date: \_\_\_\_\_

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
FY2020 COMMUNITY DEVELOPMENT BLOCK GRANT  
Coronavirus Aid, Relief, and Economic Security Act ("CDBG CARES" or "CDBG-CV")  
Texas Emergency Rental Assistance Program ("TERAP") and  
Texas Eviction Diversion Program ("TEDP")**

**ADDENDUM B**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

*This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645 (a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.*

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about-
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- (e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended;
  - or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance [site(s) for the performance of work done in connection with the specific grant]  
(include street address, city, county, state, zip code):

1. 305 Century Pkwy Allen, TX 75013, Collin County
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). If Subrecipient does not identify the workplaces at the time of application, or upon award, if there is no application, the Subrecipient must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, Department, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

**SUBRECIPIENT:**

**City of Allen,  
a political subdivision of the State of Texas**

By: \_\_\_\_\_

Name: Lee Battle

Title: Director

Date: \_\_\_\_\_

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
FY2020 COMMUNITY DEVELOPMENT BLOCK GRANT  
Coronavirus Aid, Relief, and Economic Security Act ("CDBG CARES" or "CDBG-CV")  
Texas Emergency Rental Assistance Program ("TERAP") and  
Texas Eviction Diversion Program ("TEDP")**

**CONTRACT NO. 70200001003**

**ADDENDUM C**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

The undersigned certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in section (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (e) Will submit to the Department information about each proceeding that occurs during this Contract Term or during the recordkeeping period that:
  - (1) Is in connection with this award;
  - (2) Reached its final disposition during the most recent five year period; and
  - (3) Is one of the following:
    - i. A criminal proceeding that resulted in a conviction, as defined below;
    - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
    - iii. An administrative proceeding, as defined below, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damage in excess of \$100,000; or
    - iv. Any other criminal, civil, or administrative proceeding if:
      - 1. It could have led to an outcome described in this section (e) paragraph (3) items (i) – (iii) of this award term and condition;
      - 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

(4) For purposes of section (e) of this certification the following definitions apply:

- i. An "administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. A "conviction", for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Where the undersigned Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation of why it cannot provide said certification to this Contract.

The undersigned Subrecipient further agrees and certifies that it will include the below clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Subcontracts/Lower Tier Covered Transaction," without modification, in all subcontracts and in all solicitations for subcontracts:

***"CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
– SUBCONTRACTS/ LOWER TIER COVERED TRANSACTIONS***

*(1) The prospective lower tier participant/subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.*

*(2) Where the prospective lower tier participant/subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.*

***LOWER TIER PARTICIPANT/SUBCONTRACTOR:***

\_\_\_\_\_  
[Signature]

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_"

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to any other remedies available to the Federal Government, the Department may terminate this Contract for cause or default.

**SUBRECIPIENT:**

**City of Allen,  
a political subdivision of the State of Texas**



By: \_\_\_\_\_  
Name: Lee Battle  
Title: Director  
  
Date: \_\_\_\_\_

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
FY2020 COMMUNITY DEVELOPMENT BLOCK GRANT  
Coronavirus Aid, Relief, and Economic Security Act ("CDBG CARES" or "CDBG-CV")  
Texas Emergency Rental Assistance Program ("TERAP") and  
Texas Eviction Diversion Program ("TEDP")**

**CONTRACT NO. 70200001003**

**EXHIBIT A**

**CONTRACT BENCHMARKS**

**City of Allen,**  
a political subdivision of the of State of Texas

CONTRACT BENCHMARKS<sup>1</sup> AS REFLECTED THROUGH THE MONTHLY EXPENDITURE AND PERFORMANCE REPORT:

1. All subawardee information provided to the Department by February 15, 2021.
2. Contract 20% expended, as provided in the Budget, by fourth month reporting.
3. Contract 40% expended, as provided in the Budget, by sixth month reporting.
4. Contract funds 100% obligated, by July 31, 2021.
5. Contract 70% expended, as provided in the Budget, by ninth month reporting.
6. Contract 100% expended, as provided in the Budget, by thirteen month reporting.

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<sup>1</sup> The Department may recapture the unexpended funding up to the expenditure benchmark funding, as further detailed in Section 4 D. of this Contract. The Department may recapture all or a portion of funding not obligated by the Contract benchmark.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
FY2020 COMMUNITY DEVELOPMENT BLOCK GRANT  
Coronavirus Aid, Relief, and Economic Security Act ("CDBG CARES" or "CDBG-CV")  
Texas Emergency Rental Assistance Program ("TERAP") and  
Texas Eviction Diversion Program ("TEDP")**

**CONTRACT NO. 70200001003**

**EXHIBIT B**

**PERFORMANCE STATEMENT AND BENCHMARKS**

**City of Allen,**  
a political subdivision of the State of Texas

CONTRACT TERM: 01/15/2021 – 01/14/2022

SERVICE AREA: WITHIN THE CITY LIMITS OF ALLEN, TX

ACTIVITIES DESCRIPTION:

A. Estimated number of Households to be assisted: 15

B. Activities:

1. To provide emergency rental assistance to low- to moderate- income tenants impacted by the Coronavirus pandemic, to help them stay housed during the pandemic.
2. To assist eligible tenants with emergency rental assistance made directly to the landlord or property owner, on behalf of the eligible tenant.
3. To provide up to six months of rental assistance with at least one month's worth of current or future rent and not to exceed five months of rent in arrears.
4. To provide up to six months of rental assistance with at least one month's worth of current or future rent and not to exceed five months of rent in arrears to Households who have been sued for eviction (forcible detainer).

C. Reporting: By the 15th of each month, Subrecipient shall report:

Aggregate-level data to be reported via the Housing Contract System:

1. Summary data for Households served by race, ethnicity, and household income level, and other demographic data as required by HUD.
2. Number of Households that received emergency rental assistance.
3. Number of Households that received emergency rental assistance through the Eviction Diversion program.
4. Total number of Households served.
5. Number of pending Households to receive assistance in the following thirty (30) days.

For Texas Eviction Diversion Program:

1. Number of eligible tenants referred to the program for the previous month's activity.
2. Number of ineligible tenants referred to the program for the previous month's activity.
3. Number of eligible landlords referred to the program for the previous month's activity.
4. Number of ineligible landlords referred to the program for the previous month's activity.
5. Number of referred tenants withdrawing from the program.
6. Number of referred landlords withdrawing from the program.

Subrecipient must also report household-level data, including demographic data, as described on TDHCA's Excel Monthly Performance Report spreadsheet.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
FY2020 COMMUNITY DEVELOPMENT BLOCK GRANT  
Coronavirus Aid, Relief, and Economic Security Act ("CDBG CARES" or "CDBG-CV")  
Texas Emergency Rental Assistance Program ("TERAP") and  
Texas Eviction Diversion Program ("TEDP")**

**CONTRACT NO. 70200001003**

**EXHIBIT C**

**BUDGET**

**City of Allen,**  
a political subdivision of the State of Texas

<b>LINE</b>	<b>CATEGORIES</b>	<b>CDBG-CV CONTRACT</b>	<b>TOTAL</b>
05Q	Emergency Payments		
	Rental Assistance <sup>2</sup>	\$120,000	\$120,000
	Eviction Diversion	\$15,000	\$15,000
21A	General Administration <sup>3</sup>	\$15,000	\$15,000
	<b>TOTAL</b>	<b>\$150,000</b>	<b>\$150,000</b>

<sup>2</sup> Rental Assistance may also be used for Eviction Diversion without prior Department approval, but must be reported as Eviction Diversion in the Monthly Reporting.

<sup>3</sup> After reaching 40% of expenditure reporting of its General Administration funding under this Contract, Subrecipient will not be reimbursed for General Administration funding that is greater than 20% of its reported expenditure of Emergency Payments.