CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, APRIL 20, 2026
5:00 PM

A.1. **CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**

A.2. **PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER PAMELA L. HOWETH**

A.3. **APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF APRIL 06, 2026.**

Citizen Comments

B.1. **CITIZEN COMMENTS**

During this meeting, the City Council welcomes public comment only on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

Consent Agenda

C.1. **CONSENT AGENDA**

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Special Presentations

D.1. **SPECIAL PRESENTATION**

Tree City USA Recognition

Public Hearing

E.1. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6928 (TABLED AT THE MARCH 16, 2026 REGULAR CITY COUNCIL MEETING)**

Amending The Code of Ordinances of the City of Sherman, Texas, Chapter 13 (Utilities), Article 13.08 (Utility Billing), at Section 13.08.005 (Water Rates), and 13.08.006 (Sewer Charges); Modifying Certain Rates and Charges for Water Services and Sewer Service; Providing a Penalty Clause with Maximum Fine of $500, Providing A Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of the Caption Hereof.

E.2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6930**

Closing and Abandoning a Portion of a Platted Alley in the City of Sherman, Grayson County, Texas, being more Particularly Described in the Exhibit "A" attached hereto and Made a Part of Hereof for all Purposes, said Alley being Established in Volume 81, Page 438 of Deed Records of Grayson County, Texas

Close Public Hearing and Consider Adoption of Ordinances

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

F.1. **CLOSE PUBLIC HEARING**

Consider Adoption of Ordinances 6928 & 6930

Resolutions

G.1. **RESOLUTION NO. 7637**

Awarding a Bid To and Authorizing Execution of a Contract Between Lynn Vessels Construction, LLC and the Greater Texoma Utility Authority Based on an Invitation to Bid for the Blalock Park Interceptor Improvements

G.2. **RESOLUTION NO. 7638**

Authorizing Execution of a Professional Services Agreement with Freese and Nichols, Inc. for the Sherman US-75 Segment 2 Utility Relocations

G.3. **** RESOLUTION NO. 7639***

Authorizing Execution of a Professional Services Agreement with Plummer Associates for the South WWTP - MBR Solids Thickening Improvements Construction Services

G.4. **** RESOLUTION NO. 7640***

Authorizing the Greater Texoma Utility Authority (GTUA) to Submit a Water Supply and Infrastructure Grant application to the Texas Water Development Board on behalf of the City of Sherman

G.5. **** RESOLUTION NO. 7641***

Authorizing the Purchase of 95-Gallon Trash Carts for Residential Use from Rehrig Pacific Company through Sourcewell

G.6. **** RESOLUTION NO. 7642***

Awarding a Bid to and Authorizing Execution of Contracts with Multiple Vendors for the Annual Supply of Chemicals for the Sherman Water Treatment Plant

G.7. **** RESOLUTION NO. 7643***

Authorizing Submission of a Grant Application for the Motor Vehicle Crime Prevention Authority Task Force Grant Program for FY 26-27 for the Sherman Police Department

Change Orders

H.1. **CHANGE ORDER NO. 2**

Approving the Greater Texoma Utility Authority's Intention to Approve Change Order No. 2 to the 36" West Sherman Water Main

Other Business

I.1. **OTHER BUSINESS**

Receive Report on Keep Sherman Beautiful Commission

I.2. **OTHER BUSINESS**

Receive Quarterly Report from SEDCO

COUNCIL COMMENTS

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

EXECUTIVE SESSION

In accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may hold an Executive Session if the discussion of any of the items identified in this agenda, or any of the items identified below, concern one or more of the following:

K.1. **TEX. GOV'T CODE § 551.071**

Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

K.2. **TEX. GOV.'T CODE § 551.072**

Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

K.3. **TEX. GOV'T CODE § 551.073**

Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

K.4. **TEX. GOV'T CODE § 551.074**

Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing

a. Keep Sherman Beautiful (1)
   Keep Sherman Beautiful Chairperson

b. Parks and Recreation Board (2)

K.5. **TEX. GOV'T CODE § 551.076**

Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

K.6. **TEX. GOV'T CODE § 551.087**

Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.

a. Update on SEDCO Projects

K.7. **TEX. GOV'T CODE § 551.089**

Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

Adjournment

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

Tax Payer Impact Statement

N.1. **FY 2026 TAX PAYER IMPACT STATEMENT**

HB 1522, effective as of September 1, 2025, requires that a notice of a meeting discussing or adopting a budget must include a taxpayer impact statement showing, for the median-valued homestead property, a comparison of the property tax bill in dollars pertaining to the property for the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year if the proposed budget is adopted.

Taxpayer Impact Statement	**FY2026 (Upcoming Fiscal Year)**	**FY2026 No-New Revenue**
Total tax rate (per $100 of value)	$0.508000/$100	$0.619404/$100
Median homestead taxable value	$231,004	$251,138
Tax on median-valued homestead	$1,174	$1,556

COUNCIL CALENDAR

O.1. 2026 Council Calendar

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Tuesday, April 14, 2026 at 11:59 p.m., and said time of posting was three business days before said meeting was convened or called to order.

Dated this 14th day of April 2026. City of Sherman, Texas



Teri Fine, City Clerk

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time. All agenda items are subject to final action by the City Council.

An unscheduled closed executive session may be held if the discussion of any of the above agenda items concerns the purchase, exchange, lease or value of real property; the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; the deployment or use of security personnel or equipment; or requires consultations with the City Attorney.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

At the discretion of the City Council, non-agenda items under the headings of "Citizens Requests", "Media Questions", and "Council Concerns" may be presented to the Council for informational purposes; however, by law, the Council shall not discuss, deliberate, or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

The City Attorney has approved the Executive Session items on this agenda

PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT THE CLERKS OFFICE AT (903) 892-7206, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor	Deputy Mayor	Council Members	
Shawn C. Teamann	Henry Marroquin	Henry Marroquin, Council-At-Large, PL #1	Josh Stevenson, Council – District #2
		Juston Dobbs, Council-At-Large, PL #2	Pamela L. Howeth, Council – District #3
		Clay Barnett, Council – District #1	Daron Holland, Council – District #4

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

People - Quality - Image

ACTION MINUTES

The City Council of the City of Sherman held a regular meeting on Monday, April 06, 2026 at 5:00 P.M. in the Council Chambers at 220 W. Mulberry Street to consider the following:

The City Council meetings are Video and Audio recorded and can be viewed at:
https://www.ci.sherman.tx.us/701/Agendas-and-Minutes

A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

Bookmarked at 00:06:14

Mayor Teamann called the meeting to order at 5:00pm

Council Members Present:
Mayor Shawn Teamann
Deputy Mayor Henry Marroquin
Council Member Juston Dobbs
Council Member Pam Howeth
Council Member Daron Holland
Council Member Clay Barnett
Council Member Josh Stevenson

Council Members Absent:
None

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER CLAY BARNETT

Bookmarked at 00:06:19

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 16, 2026.

Bookmarked at 00:07:15

The City Council reviewed the minutes of Regular City Council Meeting of March 16, 2026. Motion by Council Member Holland to approve the Minutes. Second by Council Member Barnett. All present voted AYE.

Citizen Comments

B.1. CITIZEN COMMENTS

During this meeting, the City Council welcomes public comment only on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

Bookmarked at 00:07:37

Consent Agenda

C.1. **CONSENT AGENDA**

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Bookmarked at 00:07:56

Council Member Howth made a motion to approve items G.1 through G. 4. Second made by Council Member Holland.

VOTING AYE: TEAMANN, STEVENSON, HOLLAND, HOWETH, MARROQUIN, DOBBS AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

Proclamations

D.1. **PROCLAMATION**

National Public Safety Telecommunications Week - April 12-18, 2026

Bookmarked at 00:08:30

D.2. **PROCLAMATION**

"Autism Awareness and Acceptance Month" -- April 2026

Bookmarked at 00:11:49

Public Hearing

E.1. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6870 (TABLED AT THE MARCH 16, 2026 REGULAR CITY COUNCIL MEETING)**

Amending Chapter 13 Of The Code Of Ordinances, Entitled Utilities, Article 13.08 Entitled Utility Billing, at Section 13.08.005, Water Rates; and 13.08.006, Sewer Charges; Revising Rates for Water Service and Sewer Services; Providing A Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of the Caption Hereof.

Reading – Bookmarked at 00:13:16

NO ACTION TAKEN. ITEM REMAINS ON THE TABLE. ITEM WAS NOTED TO HAVE A TYPO. THE CORRECT ORDINANCE NUMBER IS 6879.

Close Public Hearing and Consider Adoption of Ordinances

F.1. **CLOSE PUBLIC HEARING**

Consider Adoption of Ordinance 6870

Bookmarked at 00:14:06

Resolutions

G.1. **** RESOLUTION NO. 7633***

Authorizing Execution of a Professional Services Agreement with Garver, LLC for the WTP Biofouling Mitigation Project

Bookmarked at 00:07:56

Council Member Howth made a motion to approve items G.1 through G. 4. Second made by Council Member Holland.

VOTING AYE: TEAMANN, STEVENSON, HOLLAND, HOWETH, MARROQUIN, DOBBS AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

G.2. **** RESOLUTION NO. 7634***

Authorizing Execution of a Professional Services Agreement with LJA Engineering, Inc. for the Dam Emergency Action Plan Inundation Mapping

Bookmarked at 00:07:56

Council Member Howth made a motion to approve items G.1 through G. 4. Second made by Council Member Holland.

VOTING AYE: TEAMANN, STEVENSON, HOLLAND, HOWETH, MARROQUIN, DOBBS AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

G.3. **** RESOLUTION NO. 7635***

Authorize Execution of an Agreement between the City of Sherman and Grayson County for Shepherd Rd. Rebuild

Bookmarked at 00:07:56

Council Member Howth made a motion to approve items G.1 through G. 4. Second made by Council Member Holland.

VOTING AYE: TEAMANN, STEVENSON, HOLLAND, HOWETH, MARROQUIN, DOBBS AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

G.4. ****RESOLUTION NO. 7636***

Awarding Bids to and Authorizing Execution of Contracts with Multiple Vendors for Annual Finish and Rough Mowing Services

Bookmarked at 00:07:56

Council Member Howth made a motion to approve items G.1 through G. 4. Second made by Council Member Holland.

VOTING AYE: TEAMANN, STEVENSON, HOLLAND, HOWETH, MARROQUIN, DOBBS AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

COUNCIL COMMENTS

Bookmarked at 14:29

EXECUTIVE SESSION

Bookmarked at 00:17:22

Mayor Teamann adjourned to executive session at 5:12pm.

In accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may hold an Executive Session if the discussion of any of the items identified in this agenda, or any of the items identified below, concern one or more of the following:

I.1. **TEX. GOV'T CODE § 551.071**

Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

a) Howe Wastewater

I.2. **TEX. GOV.'T CODE § 551.072**

Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

I.3. **TEX. GOV'T CODE § 551.073**

Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

I.4. **TEX. GOV'T CODE § 551.074**

Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing

a) Library Board

I.5. **TEX. GOV'T CODE § 551.076**

Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

I.6. **TEX. GOV'T CODE § 551.087**

Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.

a) Heritage Rach Trial
b) Global Wafers FTZ
c) Silicon Sanda Retail Rebate

I.7. **TEX. GOV'T CODE § 551.089**

Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

Bookmarked at 01:17:20

Mayor Teamann reconvened into General Session at 6:11pm

I.4. TEX. GOV'T CODE § 551.074

Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing

a) Library Board

Council Member Barnett made a motion to appoint Lisa Hebert to the Library Board and Laurie Mealy to fill Cort Myrick's unexpired term Second made by Council Member Stevenson.

VOTING AYE: TEAMANN, STEVENSON, HOLLAND, HOWETH, MARROQUIN, DOBBS AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

Adjournment

Bookmarked at 01:17:57

Council Member Stevenson made a motion to adjourn. Second made by Council Member Barnett.

VOTING AYE: TEAMANN, STEVENSON, HOLLAND, HOWETH, MARROQUIN, DOBBS AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

Mayor Teamann adjourned the meeting at 6:12pm

Tax Payer Impact Statement

L.1. FY 2026 TAX PAYER IMPACT STATEMENT

HB 1522, effective as of September 1, 2025, requires that a notice of a meeting discussing or adopting a budget must include a taxpayer impact statement showing, for the median-valued homestead property, a comparison of the property tax bill in dollars pertaining to the property for the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year if the proposed budget is adopted.

Taxpayer Impact Statement	FY2026 (Upcoming Fiscal Year)	FY2026 No-New Revenue
Total tax rate (per $100 of value	$0.508000/$100	$0.619404/$100
Median homestead taxable value	$231,004	$251,138
Tax on median-valued homestead	$1,174	$1,556

COUNCIL CALENDAR

M.1. 2026 Council Calendar

MAYOR

CITY CLERK OR DESIGNEE

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. C.1.

Meeting Date: 4/20/2026

Prepared By:

Approved By:

Caption:

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Issue:

G.3. ***RESOLUTION NO. 7639***
Authorizing Execution of a Professional Services Agreement with Plummer Associates for the South WWTP - MBR Solids Thickening Improvements Construction Services

G. 4. ***RESOLUTION NO. 7640***
Authorizing the Greater Texoma Utility Authority (GTUA) to Submit a Water Supply and Infrastructure Grant application to the Texas Water Development Board on behalf of the City of Sherman

G. 5. ***RESOLUTION NO. 7641***
Authorizing the Purchase of 95-Gallon Trash Carts for Residential Use from Rehrig Pacific Company through Sourcewell

G. 6. ***RESOLUTION NO. 7642***
Awarding a Bid to and Authorizing Execution of Contracts with Multiple Vendors for the Annual Supply of Chemicals for the Sherman Water Treatment Plant

G. 7. ***RESOLUTION NO. 7643***
Authorizing Submission of a Grant Application for the Motor Vehicle Crime Prevention Authority Task Force Grant Program for FY 26-27 for the Sherman Police Department

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.1.

Meeting Date: 4/20/2026

Prepared By: Theresa Hutchinson, Park & Recreation Manager

Approved By:

Caption:
Special Presentation
Tree City USA Recognition

Issue:
Tree City USA Recognition

Background:

Recognition as a Tree City USA community through the Arbor Day Foundation demonstrates Sherman's commitment to quality of life, sustainability, and strategic growth. Trees function as critical infrastructure—enhancing property values, supporting local business activity, reducing energy costs, and improving air and water quality. A strong urban forest also contributes to public health by providing shaded, walkable spaces that encourage outdoor activity and reduce heat-related impacts, which is especially important in North Texas.

The program provides a simple, proven framework for managing and growing Sherman's tree canopy through the adoption of a tree care ordinance, dedicated funding, and celebration of Arbor Day. In return, the City gains national recognition, stronger positioning for grants, and an opportunity to better tell its story as a forward-thinking, livable community. Overall, Tree City USA designation is a low-cost, high-impact initiative that aligns with existing Parks and Recreation efforts while supporting long-term economic, environmental, and community goals.

Capital Improvement Program:

Origination:
Parks and Recreation Department

Financial Consideration:
There is no financial consideration with this item.

Staff Recommendation:
No consideration required by City Council.

Alternatives:
None.

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.1.

Meeting Date: 4/20/2026

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By:

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6928 (TABLED AT THE MARCH 16, 2026 REGULAR CITY COUNCIL MEETING)

Amending The Code of Ordinances of the City of Sherman, Texas, Chapter 13 (Utilities), Article 13.08 (Utility Billing), at Section 13.08.005 (Water Rates), and 13.08.006 (Sewer Charges); Modifying Certain Rates and Charges for Water Services and Sewer Service; Providing a Penalty Clause with Maximum Fine of $500, Providing A Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of the Caption Hereof.

Issue:

Amending Chapter 13 of the Code of Ordinances To Revise Rates for Water and Sewer Services

Background:

The City has completed several water and sewer expansion and improvement projects to meet increased demand, primarily from industrial users. Actual water and sewer usage by these superusers has been lower than originally projected. As a result, Willdan Financial Services, the city's utility rate consultant, has prepared an updated rate study to adjust superuser rates to ensure adequate funding for debt service on these projects in FY 2026. The rate study will be comprehensively updated for FY 2027 and the subsequent four years at the June budget workshop, at which time rates for all customer classes will be evaluated.

Capital Improvement Program:

Origination:

City Manager

Financial Consideration:

Revenue generated by these rate increases is expected to be sufficient to cover operating expenses and debt service for FY 2026.

Staff Recommendation:

Staff recommends adoption of the rates as presented effective April 1, 2026.

Alternatives:

No viable alternatives exist as the rate change is necessary to cover reasonable operating and maintenance costs, the reserve fund and loan or bond debt service expenditures associated with the utility services

Attachments:

1. Ordinance No. 6928

ORDINANCE NO. 6928

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 13 (UTILITIES), ARTICLE 13.08 (UTILITY BILLING), SECTION 13.08.005 (WATER RATES), AND SECTION 13.08.006 (SEWER CHARGES); MODIFYING CERTAIN RATES AND CHARGES FOR WATER SERVICE AND SEWER SERVICE; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF $500, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") seeks to operate its centralized municipal water and wastewater/sewer system in an effective, efficient and financially prudent manner; and

WHEREAS, Section 552.001 of the Texas Local Government Code authorizes a city-owned utility to operate and regulate the utility in a manner that "protects the interests" of the city; and

WHEREAS, Section 13.042 of the Texas Water Code authorizes the City Council to set rates that generally cover reasonable operating and maintenance costs of a utility system, reserve fund and any loan or bond debt service expenditures so long as rates set are "fair, just and reasonable"; and

WHEREAS, although Texas law provides no specific procedure a city must follow to modify its utility rates, the City of Sherman has retained a qualified, third-party consulting firm to conduct multiple rate studies over the course of several years to assess the costs and resources necessary to operate and maintain the City-owned utility system; and

WHEREAS, based on the results of the consulting firm's most recent rate study dated March 11, 2026, the City Council finds that it is financially prudent to increase certain water and sewer rates to cover reasonable operating and maintenance costs, the reserve fund and loan or bond debt service expenditures associated with the utility services provided by the City; and

WHEREAS, the City Council therefore finds that it is necessary and proper for the good government, peace or order of the City to amend Chapter 13 (Utilities) of the Code of Ordinances of the City of Sherman, Texas ("Code of Ordinances") for the purpose of modifying certain rates and charges for water service and sewer service.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendment to the Code of Ordinances, Chapter 13 (Utilities). Chapter 13, Article 13.08, Sections 13.08.005 and 13.08.006 of the Code of Ordinances are amended as follows[1]:

"**Sec. 13.08.005 Water rates**

(a) Water furnished by the City to a customer, other than any customer who dwells or resides in a multiunit dwelling within the city limits, shall be charged at the following rates effective on ~~the commencement of the City's fiscal year beginning~~ ***April 1, 2026*** ~~October 1, 2025~~, for the first fifteen hundred (1,500) gallons of water used according to meter size and unit of measurement of the meter register:

Meter Sizes (in inches)	**Minimum Monthly Amount** ~~**Oct 1, 2025**~~ ***April 1, 2026***
5/8 or 3/4	$26.91
1	$53.10
1-1/2	$106.69
2	$181.78
3	$396.29
4	$696.57
6	$1,554.59
8	$3,767.73
10	$7,535.46
12 and larger	~~$15,070.91~~ ***$560,000.00***

For purposes of ~~this Subsection~~ ***Section 13.08.005***(a), if a customer has two or more meters each of which is in excess of ~~6~~ ***8*** inches serving the same property, lot, or parcel of land, the meters will be aggregated for purposes of determining the meter size and the minimum monthly amount.

(b) Volume Charge:

(1) …

(2) For purposes of ~~Subsection~~ ***Section 13.08.005***(b), if a customer has two or more meters each of which is in excess of ~~6~~ ***8*** inches serving the same property, lot, or parcel of land, the number of gallons consumed at the multiple meters will be

[1] Deletions are evidenced by ~~strikethrough~~; additions are *italicized*.

aggregated for purposes of determining the total number of gallons and the rate per 1,000 gallons.

…

Sec. 13.08.006 Sewer ~~charges~~ *rates*

(a) All persons using the sanitary sewer system and lines of the city shall be charged as follows:

(1) Sewage charges. The sewage charge will be based upon the amount of water used ***and the size of the water meter(s).*** Each sanitary sewer system customer, except multiunit dwelling complexes with one or more master meters, shall be charged a minimum charge as follows:

Meter Size	**Minimum *Monthly Amount* ~~Charge~~, whether 1,500 Gallons of Water are Used ~~Oct 1, 2025~~** **Amount**
~~First 1,500 gallons of water used~~ ***Water meters smaller than 12”***	$10.73
Water Meters 12” and larger	***$400,000.00***

For purposes of Section 13.08.006(a), if a customer has two or more meters each of which is in excess of 8 inches serving the same property, lot, or parcel of land, the size of the meters will be aggregated for purposes of determining the meter size and the minimum monthly amount.

(2) Volume charge.

(A) Residential. For residential customers, the charge for sewer is based on all water consumed in excess of the minimum 1,500 gallons and shall be billed at a rate as follows:

Gallons	Rate per 1,000 Gallons
1,500 – 9,000 gallons	$ 4.56

For residential customers, the maximum sewer charge will be $44.93 per residential dwelling unit.

(B) Commercial. For commercial customers, except for multiunit dwelling complexes with one or more master meters, the charge for sewer is based on all water consumed in excess of the minimum fifteen hundred (1,500) gallons and shall be billed at a rate as follows:

Gallons	Rate per 1,000 Gallons
1,500 – 100,000 gallons	$ 4.56

100,001 – 500,000 gallons	$ 5.81
500,001 – 10,000,000 gallons	$ 7.06
10,000,001 – Above	$ 12.00

For purposes of Section 13.08.006(b), if a customer has two or more meters each of which is in excess of 8 inches serving the same property, lot, or parcel of land, the number of gallons consumed at the multiple meters will be aggregated for purposes of determining the total number of gallons and the rate per 1,000 gallons.

…"

SECTION 3: Open Meeting. The meeting at which this Ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

SECTION 4: Penalty. Any person, firm, corporation or business entity violating this Ordinance or the Code of Ordinances shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding Five Hundred Dollars ($500.00) or the highest amount allowed under applicable law. A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. Allegation and evidence of a culpable mental state is not required for proof of any offense defined in this Ordinance. The penal provisions imposed under this Ordinance shall not preclude Sherman from filing suit to enjoin the violation. Sherman retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 5: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 6: Repealing/Savings. The Code of Ordinances shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 7: Effective Date; Publication. This Ordinance shall become effective from and after its adoption and publication as required by law. The City Council shall revisit the rates approved in this Ordinance on or before September 30, 2026. The City Clerk is directed to publish the caption of this Ordinance as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this 20th day of April 2026.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.2.

Meeting Date: 4/20/2026

Prepared By: Amber Doan, Engineering Coordinator

Approved By:

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6930

Closing and Abandoning a Portion of a Platted Alley in the City of Sherman, Grayson County, Texas, being more Particularly Described in the Exhibit "A" attached hereto and Made a Part of Hereof for all Purposes, said Alley being Established in Volume 81, Page 438 of Deed Records of Grayson County, Texas

Issue:

To consider approving the closure and abandonment of a portion of a platted alley, original alley being established in Volume 81, Page 438, Deed Records, Grayson County, Texas

Background:

This Ordinance will perform the necessary action to officially close a portion of a platted alley. The purpose of this abandonment is to allow the adjacent property owner to utilize the property and incorporate into their own for development purposes.

Capital Improvement Program:

N/A

Origination:

Michael Sean Putnam and Heather L. Putnam, Property Owners

Financial Consideration:

None

Staff Recommendation:

Staff Recommends that the City Council approve the Ordinance closing and abandoning the portion of the alley.

Alternatives:

As may be directed by City Council.

Attachments:

1. Ordinance No. 6930
2. Release of Claims Right of Way Abandonment
3. .Abandonment Request
4. .Location Map

ORDINANCE NO. 6930

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF A PLATTED ALLEY IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, SAID ALLEY BEING ESTABLISHED IN VOLUME 81, PAGE 438 OF DEED RECORDS OF GRAYSON COUNTY, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman, Texas has received a request to abandon a portion of an alley, being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, the alley was established in Volume 81, Page 438 of the Deed Records of Grayson County, Texas; and

WHEREAS, the City Council has held a public hearing on the proposed abandonment and the abutting property owner(s) of the proposed abandonment have been notified; and

WHEREAS, the City Council finds that all persons who own property adjacent to the alley concur and agree with the proposed abandonment; and

WHEREAS, the City Council finds that the portion of the alley to be abandoned is no longer needed; and

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to abandon the City's right and interest in the portion of the alley described herein, and that such action will benefit the public generally.

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

SECTION 1. That the portion of the platted alley in the City of Sherman, Grayson County, Texas, being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes, is hereby closed and abandoned.

SECTION 2. That all presently existing water and wastewater lines and facilities, electric transmission and distribution lines and facilities, gas lines and facilities, communications lines and facilities and any other utility lines and facilities, if any, that are located in the alley being abandoned herein may remain in place despite this Ordinance and may continue to be used, repaired, enlarged and maintained in the ordinary course of business. Any person wanting removal of any existing utility line or facility must negotiate separately with the pertinent utility.

Any person building in the subject alley without first reaching an agreement with a utility having lines or facilities in the subject easement does so at his own risk. The abandonment approved by this Ordinance does not relinquish any right arising other than from the plat or other instrument creating the alley, nor does this Ordinance create new rights.

SECTION 3. That the City Clerk is hereby directed to file and record this Ordinance after its adoption in the Official Public Records of Grayson County, Texas.

SECTION 4. That it is hereby officially found and determined that the meeting at which this ordinance was introduced and passed was open to the public and that public notice of the time, place, and purpose of said meeting was given all as required by law.

SECTION 5. That all provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That this Ordinance shall become effective immediately upon its passage and adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 20th day of April 2026.

ADOPTED on this the 20th day of April 2026.

EFFECTIVE DATE on this the 20th day of April 2026.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

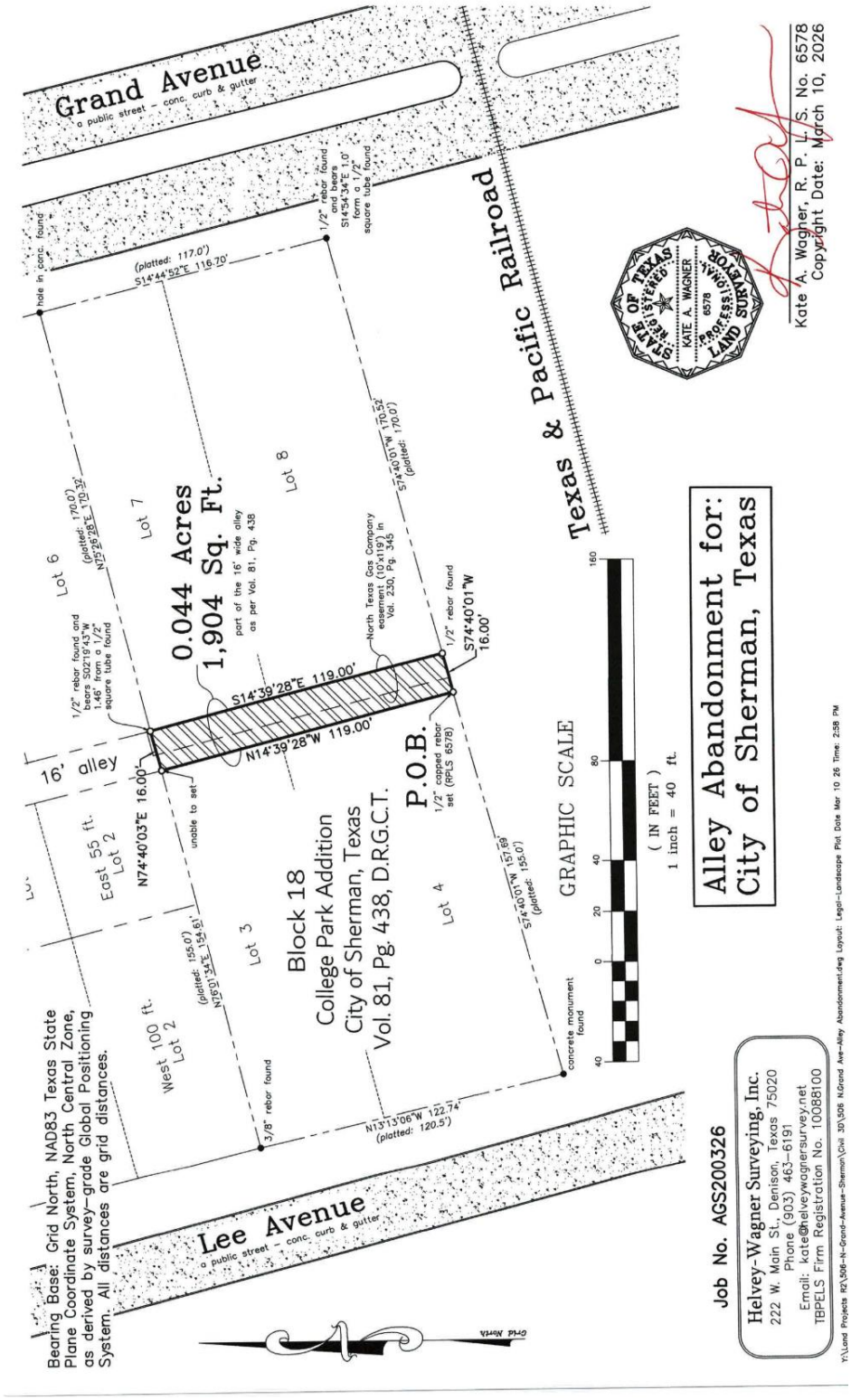
ATTEST:

BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit A


Grand Avenue
a public street – conc. curb & gutter
Texas & Pacific Railroad
0.044 Acres
1,904 Sq. Ft.
part of the 16' wide alley
as per Vol. 81, Pg. 438
Lot 6
Lot 7
Lot 8
Lot 4
Lot 3
East 55 ft. Lot 2
West 100 ft. Lot 2
16' alley
S14°39'28"E 119.00'
N14°39'28"W 119.00'
N74°40'03"E 16.00'
S74°40'01"W 16.00'
P.O.B.
1/2" capped rebar set (RPLS 6578)
unable to set
1/2" rebar found
3/8" rebar found
concrete monument found
hole in conc. found
1/2" rebar found and bears S14°54'34"E 1.0' from a 1/2" square tube found
1/2" rebar found and bears S02°19'43"W 1.46' from a 1/2" square tube found
(platted: 117.0')
S14°44'52"E 116.70'
(platted: 170.0')
N75°28'28"E 170.32'
(platted: 155.0')
N75°51'34"E 154.61'
(platted: 155.0')
S74°40'01"W 151.69'
(platted: 120.5')
N13°13'06"W 122.74'
North Texas Gas Company easement (10'x119') in Vol. 230, Pg. 345
S74°40'01"W 170.54'
(platted: 170.0')
Block 18
College Park Addition
City of Sherman, Texas
Vol. 81, Pg. 438, D.R.G.C.T.
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.
Alley Abandonment for:
City of Sherman, Texas
Lee Avenue
a public street – conc. curb & gutter
Bearing Base: Grid North, NAD83 Texas State Plane Coordinate System, North Central Zone, as derived by survey–grade Global Positioning System. All distances are grid distances.
STATE OF TEXAS REGISTERED KATE A. WAGNER 6578 PROFESSIONAL LAND SURVEYOR
Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: March 10, 2026
Job No. AGS200326
Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100
Y:\Land Projects RZ\506-N-Grand-Avenue-Sherman\Civil 3D\506 N.Grand Ave-Alley Abandonment.dwg Layout: Legal-Landscape Plot Date: Mar 10 26 Time: 2:58 PM

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020
Ph: (903) 463-6191 · Email: kate@helveywagnersurvey.net
Texas Board of Engineers and Land Surveyors Firm Registration No. 10088100
Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578

ALLEY ABANDONMENT
0.044 Acres/1,904 Sq. Ft.

SITUATED in the City of Sherman, County of Grayson, being a part of the C. Carter Survey, Abstract No. 229 and being a portion of a 16 ft. alley lying East of and adjacent to Lots 3 and 4 and West of and adjacent to Lots 7 and 8, Block 18, of College Park Addition to the City of Sherman, Texas, as per plat of record in Volume 81, Page 438, Deed Records, Grayson County, Texas, being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar set (RPLS 6578) in the North right-of-way line of the Texas and Pacific Railroad, being the Southeast corner of said Lot 4, Block 18 and the Southwest corner of both said 16 ft. wide alley and the herein described tract;

THENCE North 14 deg. 39 min. 28 sec. West, with the East lines of said Lot 3 and 4 and the West line of said 16 ft. wide alley, a distance of 119.00 ft. to a point (unable to set) at the Southeast corner of Lot 2, Block 18 of said College Park Addition, at the Northeast corner of said Lot 3 and being the Northwest corner of the herein described tract;

THENCE North 74 deg. 40 min. 03 sec. East, over and across said alley, a distance of 16.00 ft. to a 1/2 inch rebar found at the Southwest corner of Lot 6, Block 18 of said College Park Addition, the Northwest corner of said Lot 7 and being the Northeast corner of the herein described tract, ***SAID*** rebar bears North 02 deg. 19 min. 43 sec. East, 1.46 ft. from a 1/2 inch square tube found

THENCE South 14 deg. 39 min. 28 sec. East, with the West lines of said Lots 7 and 8 and the East line of said 16 ft. wide alley, a distance of 119.00 ft. to a 1/2 inch rebar found in the North line of said Texas and Pacific Railroad, at the Southwest corner of said Lot 8 and being the Southeast corner of both said 16 ft. wide alley and the herein described tract;

THENCE South 74 deg. 40 min. 01 sec. West, with the North right-of-way line of said Texas and Pacific Railroad, and the South line of said 16 ft. wide alley, a distance of 16.00 ft. to the **PLACE OF BEGINNING** and containing **0.044 ACRES and/or 1,904 SQUARE FEET** of land.



Kate A. Wagner, R.P.L.S. No. 6578
March 10, 2026

RELEASE OF CLAIMS
(Right-of-Way Abandonment)

Michael Sean Putnam and Heather L. Putnam hereby requests that the City of Sherman, Texas ("City") abandon right-of-way, consisting of 0.044± acres of land, situated in the C. Carter Survey, Abstract No. 229 and being a portion of a 16 ft. alley lying East of and adjacent to Lots 3 and f and West of and adjacent to Lots 7 and 8, Block 18, of College Park Addition to the City of Sherman, Texas, as per plat of record in Volume 81, Page 438, Deed Records, Grayson County, Texas, which is more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference for all purposes ("Existing Right-of-Way"). In consideration of the abandonment of the Existing Right-of-Way, the receipt and sufficiency of which is hereby acknowledged, Michael Sean Putnam and Heather L. Putnam hereby releases any and all claims, causes of action, demands, suits and actions against the City and its City Council members, officers, agents, employees and representatives arising out of or relating in any way to the Existing Right-of-Way and/or the abandonment of the Existing Right-of-Way (collectively, "Released Claims").

Michael Sean Putnam and Heather L. Putnam are fully authorized and empowered to enter into this Release on the terms and conditions stated herein, and the undersigned are fully authorized and legally competent to execute this Release on behalf of Michael Sean Putnam and Heather L. Putnam as the legal, valid and binding act and deed of Michael Sean Putnam and Heather L. Putnam. Michael Sean Putnam and Heather L. Putnam represents and warrants that the Released Claims are currently owned solely by Michael Sean Putnam and Heather L. Putnam, free and clear of all liens, encumbrances, pledges, assignments, claims and security interests of any kind or nature. Michael Sean Putnam and Heather L. Putnam further represents and warrants that it has the right to compromise and settle the Released Claims and any other claims that could have been asserted by Michael Sean Putnam and Heather L. Putnam which relate in any way to the Existing Right-of-Way.

Michael Sean Putnam and Heather L. Putnam **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL DAMAGES, INJURIES, CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPENSES, ARISING FROM OR OUT OF THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THE PRECEDING PARAGRAPH OF THIS RELEASE, AND/OR ARISING FROM OR OUT OF ANY CLAIMS IN REGARD TO THE CITY'S ABANDONMENT OF THE EXISTING RIGHT-OF-WAY BY (I) THE ADJOINING OR ABUTTING LANDOWNERS, OR (II) ANY UTILITY SERVICE PROVIDER WITH FACILITIES PRESENTLY IN THE GROUND IN THE EXISTING RIGHT-OF-WAY WHICH IS BEING ABANDONED.**

This Release shall be binding upon and inure to the benefit of the parties' respective legal heirs, successors and assigns.

In the event that a term, condition or provision of this Release is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term,

condition or provision shall be deleted and the remainder of the Release shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Release.

Any claim or cause of action arising out of this Release shall be subject to the laws of the State of Texas, and exclusive venue shall lie in Grayson County, Texas.

In witness whereof, this Release is executed as of the 7th day of April, 2026.

By: _____

Name: MICHAEL SEAN PUTNAM

Title: Property Owner

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Collin §

Before me, the undersigned authority, on this day personally appeared MICHAEL SEAN PUTNAM, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed as the Property Owner and duly authorized representative.

Given under my hand and seal of office on this the 7th day of April, 2026.

MARAH LYN BURGOS
Notary Public, State of Texas
Comm. Expires 11-14-2026
Notary ID 130845004

Marah Burgos
Notary Public, State of Texas
My Commission Expires: 11-14-2026

By: Heather Putnam

Name: HEATHER L. PUTNAM

Title: Property Owner

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Collin §

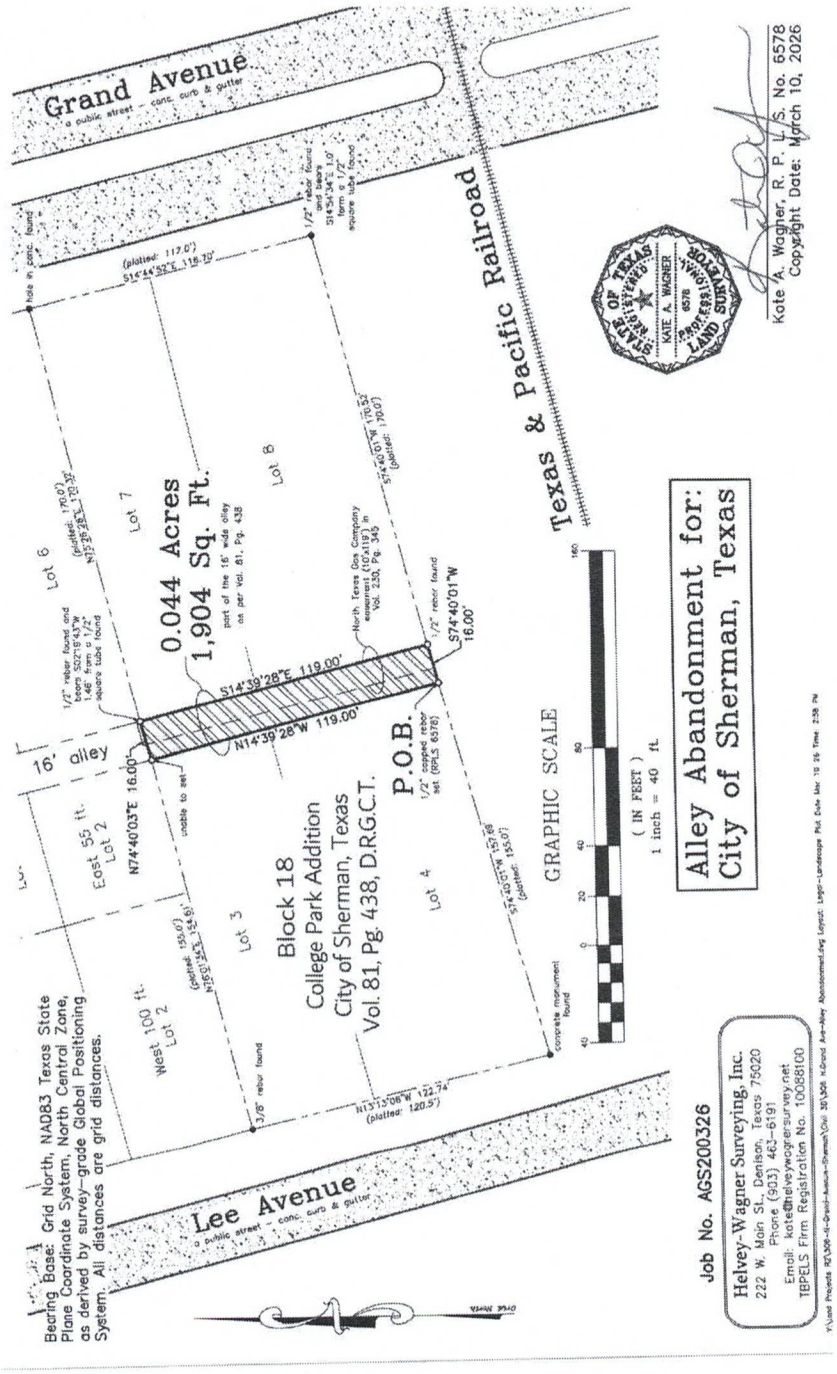
Before me, the undersigned authority, on this day personally appeared HEATHER L. PUTNAM, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed as the Property Owner and duly authorized representative.

Given under my hand and seal of office on this the 7th day of April, 2026.

Marah Burgos
Notary Public, State of Texas
My Commission Expires: 11-14-2026

MARAH LYN BURGOS
Notary Public, State of Texas
Comm. Expires 11-14-2026
Notary ID 130845004

Exhibit A
Legal Description and Depiction of Existing Right-of-Way



Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020
Ph: (903) 463-6191 · Email: kate@helveywagnersurvey.net
Texas Board of Engineers and Land Surveyors Firm Registration No. 10088100
Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578

ALLEY ABANDONMENT
0.044 Acres/1,904 Sq. Ft.

SITUATED in the City of Sherman, County of Grayson, being a part of the C. Carter Survey, Abstract No. 229 and being a portion of a 16 ft. alley lying East of and adjacent to Lots 3 and 4 and West of and adjacent to Lots 7 and 8, Block 18, of College Park Addition to the City of Sherman, Texas, as per plat of record in Volume 81, Page 438, Deed Records, Grayson County, Texas, being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar set (RPLS 6578) in the North right-of-way line of the Texas and Pacific Railroad, being the Southeast corner of said Lot 4, Block 18 and the Southwest corner of both said 16 ft. wide alley and the herein described tract;

THENCE North 14 deg. 39 min. 28 sec. West, with the East lines of said Lot 3 and 4 and the West line of said 16 ft. wide alley, a distance of 119.00 ft. to a point (unable to set) at the Southeast corner of Lot 2, Block 18 of said College Park Addition, at the Northeast corner of said Lot 3 and being the Northwest corner of the herein described tract;

THENCE North 74 deg. 40 min. 03 sec. East, over and across said alley, a distance of 16.00 ft. to a 1/2 inch rebar found at the Southwest corner of Lot 6, Block 18 of said College Park Addition, the Northwest corner of said Lot 7 and being the Northeast corner of the herein described tract, ***SAID*** rebar bears North 02 deg. 19 min. 43 sec. East, 1.46 ft. from a 1/2 inch square tube found

THENCE South 14 deg. 39 min. 28 sec. East, with the West lines of said Lots 7 and 8 and the East line of said 16 ft. wide alley, a distance of 119.00 ft. to a 1/2 inch rebar found in the North line of said Texas and Pacific Railroad, at the Southwest corner of said Lot 8 and being the Southeast corner of both said 16 ft. wide alley and the herein described tract;

THENCE South 74 deg. 40 min. 01 sec. West, with the North right-of-way line of said Texas and Pacific Railroad, and the South line of said 16 ft. wide alley, a distance of 16.00 ft. to the **PLACE OF BEGINNING** and containing **0.044 ACRES and/or 1,904 SQUARE FEET** of land.



Kate A. Wagner, R.P.L.S. No. 6578
March 10, 2026

Doan, Amber

From: Engineering
Sent: Thursday, March 5, 2026 2:41 PM
To: Mike Putnam; Engineering
Cc: Doan, Amber
Subject: RE: Request Alley Abandonment
Attachments: RE: Request for alley abandonment- 506 Grand Ave

Mike,
I am not sure if the email I previously sent got to you or not. My email has been squirrely. Please see the attached email that explains what all is required in order to request the alley abandonment. Thank you, sir.

Thanks,
Amber Doan
Engineering Coordinator
City of Sherman
317 S. Travis Street
Sherman, TX 75090
Office: (903) 892-7209

Effective March 31st, 2025, Development Services will be using the Self Service Portal for building permits, engineering submittals and planning applications.

Please see the **NEW** Subdivision Ordinance passed June 03, 2024.
Also see the City of Sherman Development Guide, Tree and Landscaping Ordinance and Engineering Design Standards Manual for more information on developing within the City of Sherman.

Do what I do. Hold tight and pretend it's a plan! – The Doctor

From: Mike Putnam <MPutnam@royalaccesscontrol.com>
Sent: Tuesday, February 24, 2026 8:40 AM
To: Engineering <engineering@cityofsherman.com>
Subject: Request Alley Abandonment

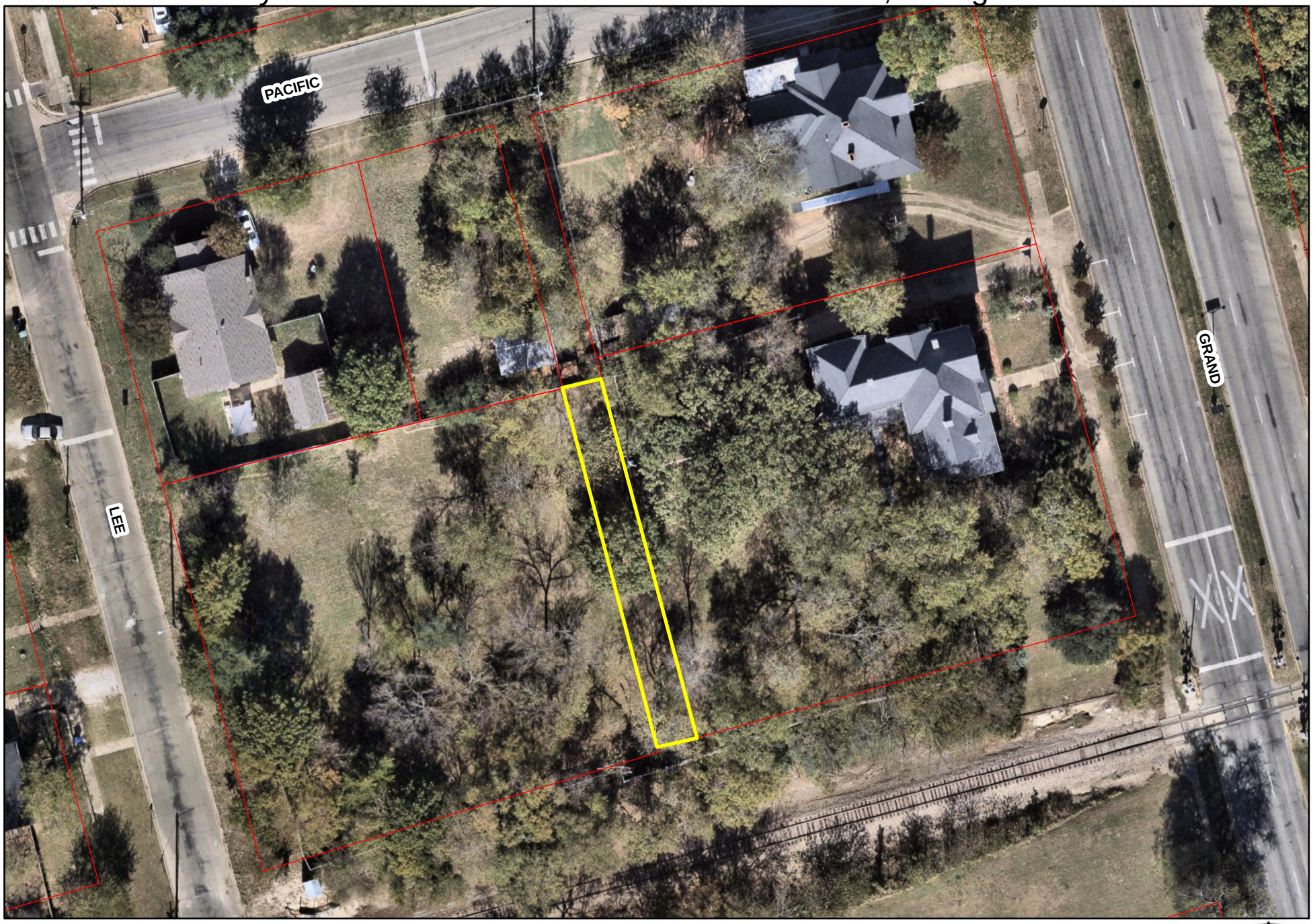
EXTERNAL EMAIL: -- Avoid clicking on links or files -- Be safe!

Property information : 506 N. Grand Avenue, Sherman , Texas 75090
Legal Description: Lots 3, 4, 7, and 8 Block 18, College Park Addition as per plat record Volume 81, page 438, Grayson County.
We are requesting to abandon the alley and bring the entire 4 lots and alley into one property.
The reason is due to the request of the City Of Sherman Development Dept.

Thanks,

Mike Putnam
Regional Manager
Cell 214-548-3764
Office 877-678-4283

Partial Alley Abandonment - Between Lots 3-4 and 7-8, College Park Addition



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.1.

Meeting Date: 4/20/2026

Prepared By:

Approved By:

Caption:
Close Public Hearing
Consider Adoption of Ordinances 6928 & 6930

Issue:

E. 1. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6928 (TABLED AT THE MARCH 16, 2026 REGULAR CITY COUNCIL MEETING)**
Amending The Code of Ordinances of the City of Sherman, Texas, Chapter 13 (Utilities), Article 13.08 (Utility Billing), at Section 13.08.005 (Water Rates), and 13.08.006 (Sewer Charges); Modifying Certain Rates and Charges for Water Services and Sewer Service; Providing a Penalty Clause with Maximum Fine of $500, Providing A Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of the Caption Hereof

E. 2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6930**
Closing and Abandoning a Portion of a Platted Alley in the City of Sherman, Grayson County, Texas, being more Particularly Described in the Exhibit "A" attached hereto and Made a Part of Hereof for all Purposes, said Alley being Established in Volume 81, Page 438 of Deed Records of Grayson County, Texas

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.1.

Meeting Date: 4/20/2026

Prepared By: Jacob Pannell, Senior Civil Engineer

Approved By:

Caption:

RESOLUTION NO. 7637

Awarding a Bid To and Authorizing Execution of a Contract Between Lynn Vessels Construction, LLC and the Greater Texoma Utility Authority Based on an Invitation to Bid for the Blalock Park Interceptor Improvements

Issue:

To consider awarding a bid to and authorizing execution of a contract between Lynn Vessels Construction, LLC of Sherman, Texas, and the Greater Texoma Utility Authority based on an invitation to bid for the Blalock Park Interceptor Improvements project.

Background:

Wastewater generated within the City currently flows to one of two treatment facilities based on where it enters the collection system: the North Wastewater Treatment Plant (North WWTP), which uses conventional treatment processes, or the South Membrane Bioreactor Wastewater Treatment Plant (South MBR). At this time, there is no infrastructure in place that allows flows to be transferred or diverted between the two plants.

The two facilities are designed to handle different influent characteristics. The North WWTP is optimized for typical municipal wastewater, while the South MBR is designed to treat higher strength, more specialized industrial wastewater water. As a result, the cost of treatment at the South MBR is significantly higher.

Current flows and influent quality indicate that the City would reduce operating costs as well as delay the need for expansion at the South MBR by providing the ability to divert a portion of the flow from the South MBR to the North WWTP. This project is for the construction of approximately 4,000LF of 30" gravity wastewater interceptor, associated manholes and appurtences, as well as a diversion structure and slide gates that would allow this flow diversion.

Eleven (11) bidders responded to the request for bids. The lowest responsive bid in the amount of $1,906,887.63 was submitted by Lynn Vessels Construction, LLC of Sherman, Texas. A Bid tabulation is attached.

Capital Improvement Program:

25-068

Origination:

Engineering Department

Financial Consideration:

Funding will be provided through GTUA Open Market Bonds.

Staff Recommendation:
It is recommended that the bid be awarded for the Blalock Park Interceptor Improvements project to Lynn Vessels Construction, LLC in the amount of $1,906,887.63. It is also recommended that the Greater Texoma Utility Authority be authorized to execute the required contract documents.

Alternatives:
As may be directed by City Council.

Attachments:
1. Resolution No. 7637
2. AGREEMENT-Signed
3. Recommendation for Award
4. Bid Tabulation
5. Blalock Sewer Exhibit

RESOLUTION NO. 7637

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT BETWEEN LYNN VESSELS CONSTRUCTION, LLC AND THE GREATER TEXOMA UTILITY AUTHORITY BASED ON AN INVITATION TO BID FOR THE BLALOCK PARK INTERCEPTOR IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That Lynn Vessels Construction, LLC of Sherman, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract between said contractor and the Greater Texoma Utility Authority in the amount of One Million Nine Hundred Six Thousand Eight Hundred Eighty-Seven Dollars and Sixty-Three Cents ($1,906,887.63) for the Blalock Park Interceptor Improvements; subject to all Contract Documents being properly completed and approved as to form and content.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 20th day of April 2026.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
TERI FINE, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN

AGREEMENT

THIS AGREEMENT is by and between the GREATER TEXOMA UTILITY AUTHORITY ("GTUA") on behalf of THE CITY OF SHERMAN, and Lynn Vessels Construction, LLC a Texas corporation (the "CONTRACTOR"). GTUA and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

GTUA and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Article 1. **WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents (collectively, the "Work"). The Work is generally described as follows:

Blalock Park Interceptor Improvements

Article 2. **ENGINEER**

The Project has been designed by Mead & Hunt, Arlington, Texas, who is hereinafter called ENGINEER and who is to act as GTUA'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. **CONTRACT TIME**

3.1 The Work must be substantially completed and ready for final payment within 180 calendar days from the date when the Contract Time commences to run, as provided in the General Conditions.

3.2 Liquidated Damages. GTUA and CONTRACTOR recognize that time is of the essence of this Agreement and that GTUA will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by GTUA if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, GTUA and CONTRACTOR agree that CONTRACTOR shall pay GTUA $ 420.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by GTUA as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein.

Article 4. **CONTRACT PRICE**

GTUA shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Unit Price Bid Schedule included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit an Application for Payment in accordance with the General Conditions. Applications for Payment will be processed by GTUA, as provided in the Special Provisions.

CONTRACTOR and GTUA acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of GTUA, which fiscal year ends on September 30th of each year, shall be subject to GTUA Board approval. In the event that the GTUA Board does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that GTUA shall be obligated to pay monies owed CONTRACTOR for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that CONTRACTOR is not in breach of this Agreement.

Article 6. **INTEREST**

If the contract amount of this Agreement is less than $5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds $5,000,000, no interest will be paid unless required by law.

Article 7. **CONTRACTOR'S REPRESENTATIONS**

In order to induce GTUA to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.

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

7.3 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.

7.4 CONTRACTOR certifies that they are eligible to be awarded government contracts.

CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The "Contract Documents," which comprise the entire agreement between GTUA and CONTRACTOR concerning the Work, consist of the following:

8.1 This Agreement
8.2 Solicitation for Bids
8.3 Instructions to Respondents
8.4 Certifications Required by Texas Law
8.5 Suspension and Debarment Certification
8.6 Bid Bond and Bid Bond POA
8.7 Statement of Respondent's Qualifications
8.8 Insurance Requirement Affidavit
8.9 Bid Submittal
8.10 Resolution of Award
8.11 Form 1295, Certificate of Interested Parties
8.12 Certificate of Insurance
8.13 Performance Bond and POA
8.14 Payment Bond and POA
8.15 Notice to Proceed
8.16 Closeout Documents
8.17 Special Provisions
8.18 Technical Specification prepared or issued by the City of Sherman, dated: February 2026.
8.19 Drawings, consisting of sheets numbered 1 through 44, inclusive, with each sheet bearing the following general title: City of Sherman, Blalock Park Interceptor Improvements.
8.20 Addenda numbers 1 and 2, inclusive.
8.22 The following, which may be delivered or issued after the Effective Date of the Agreement, and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by GTUA ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the GTUA Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the GTUA's authorization for the GTUA Manager to execute said Change Order. CONTRACTOR agrees that GTUA'S project managers are authorized to issue Contingency Allowance Authorization but GTUA'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented, as outlined in this Agreement.

Article 9. **INDEMNITY**

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GTUA, THE CITY OF SHERMAN AND THEIR RESPECTIVE BOARD OR CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "GTUA" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF GTUA (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST GTUA BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, GTUA SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER

TO DEFEND AND INDEMNIFY GTUA, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY GTUA IN WRITING. GTUA RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, GTUA IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY GTUA IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND GTUA OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY GTUA PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN GTUA-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF GTUA'S WRITTEN NOTICE THAT GTUA IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, GTUA SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY GTUA.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Article 10. **LIABILITY**

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. GTUA and the City of Sherman assume no such responsibility or liability. GTUA and the City of Sherman shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees, or other persons.

Article 11. **TERMINATION**

GTUA or the City of Sherman is entitled to terminate this Agreement at any time for any reason or for no reason by giving CONTRACTOR at least thirty (30) days' prior written notice of the termination date.

GTUA or the City of Sherman is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then GTUA or the City of Sherman shall have the right to terminate this Agreement. Any such act by GTUA or the City of Sherman shall not be deemed a waiver of any other right or remedy of GTUA or the City of Sherman.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Article 12. **MISCELLANEOUS**

12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.

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

12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.

12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

12.5 The parties acknowledge and agree that, in executing and performing this Agreement, GTUA has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it or the City of Sherman against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between GTUA and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

12.8 The laws of the State of Texas shall govern the interpretation, validity, performance and

enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of GTUA; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between GTUA and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between GTUA and CONTRACTOR.

12.11 GTUA and CONTRACTOR agree the City of Sherman is an intended third-party beneficiary of CONTRACTOR's obligations under the Contract Documents and shall be entitled to enforce such obligations as if it were a party hereto and may seek and obtain any and all available remedies against CONTRACTOR in the event CONTRACTOR breaches any term or provision of the Contract Documents, it being the intent of GTUA and CONTRACTOR to confer direct benefits on the City of Sherman under the Contract Documents. In addition, GTUA and CONTRACTOR agree that the City of Sherman is entitled to exercise all rights of GTUA under the Contract Documents.

12.12 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

12.13 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

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

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, GTUA and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to GTUA, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by GTUA and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

GTUA	CONTRACTOR
_____	LYNN VESSELS CONSTRUCTION, LLC.
By: _____	By: _____
Date: _____	Date: 04/08/2026
	(Corporate Seal)
Attest: _____	Attest: _____
Address for giving notices:	Address for giving notices:
_____	P.O. BOX 1212
_____	SHERMAN, TX 75091-1212

April 8, 2026

Mr. Jacob Pannell, PE
Project Manager
City of Sherman Engineering
317 S. Travis St.
Sherman, TX 75090

Subject: Blalock Park Interceptor Improvements Project
Recommendation for Award

Dear Mr. Pannell,

City of Sherman received bids for the above referenced project at 2:00 pm CDT on March 24, 2026. Bids were publicly opened and read aloud at that time. Attached to this letter please find the bid tabulation, certified by the engineer, for your records.

Based on the bids received, and the City's experience working with Lynn Vessels Construction, we recommend award of the contract to Lynn Vessels Construction, the low bidder for these items, in the amount of $1,906,887.63.

Please let us know if you have any questions or need anything further.

Sincerely,

MEAD & HUNT, Inc
TBPELS F-9593



04/08/2026

Burhanuddin K. Zaveri, TXPE 141235
Senior Project Manager

Attachment
Bid Tabulation

Blalock Park Interceptor Improvements Project

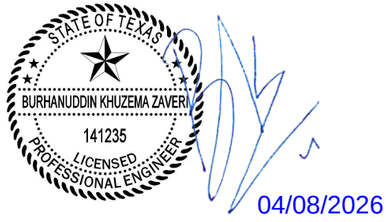
City of Sherman, Texas
Bid Open - March 24, 2026
ITEMIZED BID TABULATION

				Bidder 1[1][1] Lynn Vessels Construction, LLC.		Bidder 2[2][2] Hayes Construction, LLC.		Bidder 3 BRCT, LLC DBA Black Rock Construction		Bidder 4 Blue Star Utilities, LLC		Bidder 5 Triad Service Group, LLC		Bidder 6 Pate Garver, LP		Bidder 7 Mountain Cascade of Texas, LLC.		Bidder 8 Western Municipal Construction of Texas, LLC.		Bidder 9 Dallas Underground, LLC		Bidder 10 ATKINS BROS. EQUIP. CO. INC.		Bidder 11 Canary Construction, Inc.	
Item No.	Description	QTY	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Stormwater pollution prevention plan	1	LS	$10,260.00	$10,260.00	$6,000.00	$6,000.00	$23,100.00	$23,100.00	$14,889.44	$14,889.44	$60,000.00	$60,000.00	$21,623.00	$21,623.00	$25,000.00	$25,000.00	$85,000.00	$85,000.00	$17,315.00	$17,315.00	$2,000.00	$2,000.00	$4,500.00	$4,500.00
2	Clearing and grubbing	3.71	AC	$3,990.00	$14,802.90	$2,391.11	$8,871.02	$10,080.00	$37,396.80	$11,736.00	$43,540.56	$18,000.00	$66,780.00	$4,000.00	$14,840.00	$14,000.00	$51,940.00	$14,500.00	$53,795.00	$57,720.00	$214,141.20	$5,000.00	$18,550.00	$35,000.00	$129,850.00
3	30" SDR 26 PVC or ASTM D3262 SN 72 FRP sanitary sewer pipe installed, tested and complete	3256	LF	$178.35	$580,707.60	$314.71	$1,024,700.50	$244.00	$794,464.00	$262.00	$853,072.00	$248.00	$807,488.00	$317.00	$1,032,152.00	$385.00	$1,253,560.00	$393.00	$1,279,608.00	$345.00	$1,123,320.00	$600.00	$1,953,600.00	$510.00	$1,660,560.00
4	21" SDR 26 PVC or ASTM D3262 SN 72 FRP sanitary sewer pipe installed, tested and complete	27	LF	$152.13	$4,107.51	$236.90	$6,396.20	$184.00	$4,968.00	$168.00	$4,536.00	$230.00	$6,210.00	$610.00	$16,470.00	$350.00	$9,450.00	$360.00	$9,720.00	$234.00	$6,318.00	$590.00	$15,930.00	$300.00	$8,100.00
5	30" C900 DR25 restrained joint PVC or key-lock restrained joint FRP sanitary sewer pipe installed, tested and complete	140	LF	$174.93	$24,490.20	$342.22	$47,910.18	$397.00	$55,580.00	$490.00	$68,600.00	$300.00	$42,000.00	$484.00	$67,760.00	$395.00	$55,300.00	$740.00	$103,600.00	$423.00	$59,220.00	$800.00	$112,000.00	$420.00	$58,800.00
6	Trench safety	3256		$1.71	$5,567.76	$4.00	$13,012.00	$4.00	$13,024.00	$0.50	$1,628.00	$7.00	$22,792.00	$1.00	$3,256.00	$10.00	$32,560.00	$20.00	$65,120.00	$3.00	$9,768.00	$100.00	$325,600.00	$8.00	$26,048.00
7	42" steel encasement including installation, casing spacers, and end covering	340	LF	$400.53	$136,180.20	$456.62	$155,250.00	$495.00	$168,300.00	$589.00	$200,260.00	$500.00	$170,000.00	$699.00	$237,660.00	$720.00	$244,800.00	$600.00	$204,000.00	$750.00	$255,000.00	$2,200.00	$748,000.00	$1,500.00	$510,000.00
8	42" dry bore	100	LF	$1,086.82	$108,682.00	$500.00	$50,000.00	$1,000.00	$100,000.00	$723.00	$72,300.00	$660.00	$66,000.00	$1,120.00	$112,000.00	$1,200.00	$120,000.00	$1,100.00	$110,000.00	$1,300.00	$130,000.00	$2,200.00	$220,000.00	$2,500.00	$250,000.00
9	6' diameter precast manhole installed, tested and complete	8	EA	$18,861.94	$150,895.52	$22,236.80	$177,894.40	$14,930.00	$119,440.00	$18,171.00	$145,368.00	$29,000.00	$232,000.00	$29,390.00	$235,120.00	$49,000.00	$392,000.00	$21,600.00	$172,800.00	$25,915.00	$207,320.00	$45,000.00	$360,000.00	$90,000.00	$720,000.00
10	6' diameter precast manhole with drop installed, tested and complete	1	EA	$26,301.35	$26,301.35	$31,268.80	$31,268.80	$32,475.00	$32,475.00	$46,490.00	$46,490.00	$60,000.00	$60,000.00	$59,122.00	$59,122.00	$60,000.00	$60,000.00	$37,400.00	$37,400.00	$36,455.00	$36,455.00	$48,000.00	$48,000.00	$180,000.00	$180,000.00
11	12' diameter replacement FRP manhole tested and complete	1	EA	$74,707.12	$74,707.12	$108,417.30	$108,417.30	$30,400.00	$30,400.00	$105,994.00	$105,994.00	$160,000.00	$160,000.00	$116,559.00	$116,559.00	$150,000.00	$150,000.00	$374,000.00	$374,000.00	$64,655.00	$64,655.00	$150,000.00	$150,000.00	$550,000.00	$550,000.00
12	Connect existing sanitary sewer to new manhole including trenching, piping, adjustable repair coupling, installed, tested and complete	3	EA	$4,104.27	$12,312.81	$3,600.00	$10,800.00	$8,000.00	$24,000.00	$3,402.00	$10,206.00	$22,000.00	$66,000.00	$13,783.00	$41,349.00	$6,200.00	$18,600.00	$25,400.00	$76,200.00	$9,755.00	$29,265.00	$15,000.00	$45,000.00	$45,000.00	$135,000.00
13	Connect new sanitary to existing manhole including trenching, piping, core drilling, manhole repair, installed, tested and complete	1	EA	$9,405.00	$9,405.00	$5,200.00	$5,200.00	$9,025.00	$9,025.00	$4,699.00	$4,699.00	$22,000.00	$22,000.00	$13,783.00	$13,783.00	$18,400.00	$18,400.00	$16,600.00	$16,600.00	$9,285.00	$9,285.00	$25,000.00	$25,000.00	$50,000.00	$50,000.00
14	6" thick gravel access road to diversion structure installed and complete	3345	SY	$15.77	$52,750.65	$23.45	$78,450.00	$23.00	$76,935.00	$43.00	$143,835.00	$50.00	$167,250.00	$144.00	$481,680.00	$40.00	$133,800.00	$57.00	$190,665.00	$154.00	$515,130.00	$100.00	$334,500.00	$120.00	$401,400.00
15	36" HDPE culvert	80	LF	$102.61	$8,208.80	$68.98	$5,518.00	$170.00	$13,600.00	$211.00	$16,880.00	$200.00	$16,000.00	$808.00	$64,640.00	$160.00	$12,800.00	$230.00	$18,400.00	$223.00	$17,840.00	$200.00	$16,000.00	$400.00	$32,000.00
16	10' wide access gate installed and complete	1	LS	$1,140.00	$1,140.00	$2,500.00	$2,500.00	$4,000.00	$4,000.00	$6,600.00	$6,600.00	$4,000.00	$4,000.00	$3,932.00	$3,932.00	$2,800.00	$2,800.00	$25,600.00	$25,600.00	$28,860.00	$28,860.00	$6,000.00	$6,000.00	$12,000.00	$12,000.00
17	Perimeter manproof fence installed and complete	70	LF	$57.00	$3,990.00	$57.86	$4,050.00	$120.00	$8,400.00	$55.00	$3,850.00	$170.00	$11,900.00	$87.00	$6,090.00	$96.00	$6,720.00	$370.00	$25,900.00	$577.00	$40,390.00	$40.00	$2,800.00	$200.00	$14,000.00
18	Concrete diversion structure including formwork, reinforcement, wall opening, coating, testing and complete	1	LS	$82,098.16	$82,098.16	$37,000.00	$37,000.00	$65,000.00	$65,000.00	$56,572.00	$56,572.00	$225,000.00	$225,000.00	$125,000.00	$125,000.00	$178,000.00	$178,000.00	$172,200.00	$172,200.00	$149,660.00	$149,660.00	$500,000.00	$500,000.00	$250,000.00	$250,000.00
19	SS 316 slide gate including aluminum gauge and ball marker, installed and complete	2	EA	$53,979.00	$107,958.00	$36,257.80	$72,515.60	$36,900.00	$73,800.00	$58,471.00	$116,942.00	$60,000.00	$120,000.00	$36,695.00	$73,390.00	$50,000.00	$100,000.00	$27,200.00	$54,400.00	$70,855.00	$141,710.00	$150,000.00	$300,000.00	$65,000.00	$130,000.00
20	Removal of existing manhole and backfilling opening as needed	1	EA	$2,052.00	$2,052.00	$1,000.00	$1,000.00	$2,000.00	$2,000.00	$2,622.00	$2,622.00	$10,000.00	$10,000.00	$13,783.00	$13,783.00	$2,600.00	$2,600.00	$1,200.00	$1,200.00	$10,810.00	$10,810.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00
21	Removal of existing manhole and backfilling opening as needed	50	LF	$17.10	$855.00	$50.00	$2,500.00	$50.00	$2,500.00	$128.00	$6,400.00	$270.00	$13,500.00	$276.00	$13,800.00	$100.00	$5,000.00	$56.00	$2,800.00	$133.00	$6,650.00	$170.00	$8,500.00	$120.00	$6,000.00
22	Cap and grout existing sanitary sewer pipe	20	LF	$57.00	$1,140.00	$85.00	$1,700.00	$265.00	$5,300.00	$195.00	$3,900.00	$280.00	$5,600.00	$689.00	$13,780.00	$250.00	$5,000.00	$500.00	$10,000.00	$351.00	$7,020.00	$200.00	$4,000.00	$100.00	$2,000.00
23	Bypass pumping	1	LS	$72,626.38	$72,626.38	$12,000.00	$12,000.00	$62,425.00	$62,425.00	$27,500.00	$27,500.00	$300,000.00	$300,000.00	$15,000.00	$15,000.00	$100,000.00	$100,000.00	$361,000.00	$361,000.00	$323,220.00	$323,220.00	$200,000.00	$200,000.00	$260,000.00	$260,000.00
24	Revegetation of disturbed area	2.53	AC	$2,981.10	$7,542.18	$892.89	$2,259.00	$7,945.00	$20,100.85	$2,200.00	$5,566.00	$10,000.00	$25,300.00	$2,379.00	$6,018.87	$3,950.00	$9,993.50	$15,500.00	$39,215.00	$48,770.00	$123,388.10	$4,000.00	$10,120.00	$27,000.00	$68,310.00
25	BNSF Insurance Requirement, Coordination, and Flagging, complete	1	LS	$5,130.00	$56,430.00	$5,500.00	$5,500.00	$59,950.00	$59,950.00	$2,750.00	$2,750.00	$150,000.00	$150,000.00	$100,000.00	$100,000.00	$50,000.00	$50,000.00	$161,000.00	$161,000.00	$144,295.00	$144,295.00	$200,000.00	$200,000.00	$75,000.00	$75,000.00
26	Mobilization	1	LS	$51,676.49	$51,676.49	$85,000.00	$85,000.00	$264,606.35	$264,606.35	$110,000.00	$110,000.00	$200,000.00	$200,000.00	$300,000.00	$300,000.00	$159,772.50	$159,772.50	$207,916.00	$207,916.00	$230,870.00	$230,870.00	$100,000.00	$100,000.00	$220,000.00	$220,000.00
27	Contingency Allowance	1	LS	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00
	Total Base Bid Price				$1,906,887.63		$2,255,713.28		$2,370,790.00		$2,375,000.00		$3,329,820.00		$3,488,807.87		$3,498,096.00		$4,157,939.00		$4,201,905.30		$6,015,600.00		$6,058,568.00

Notes

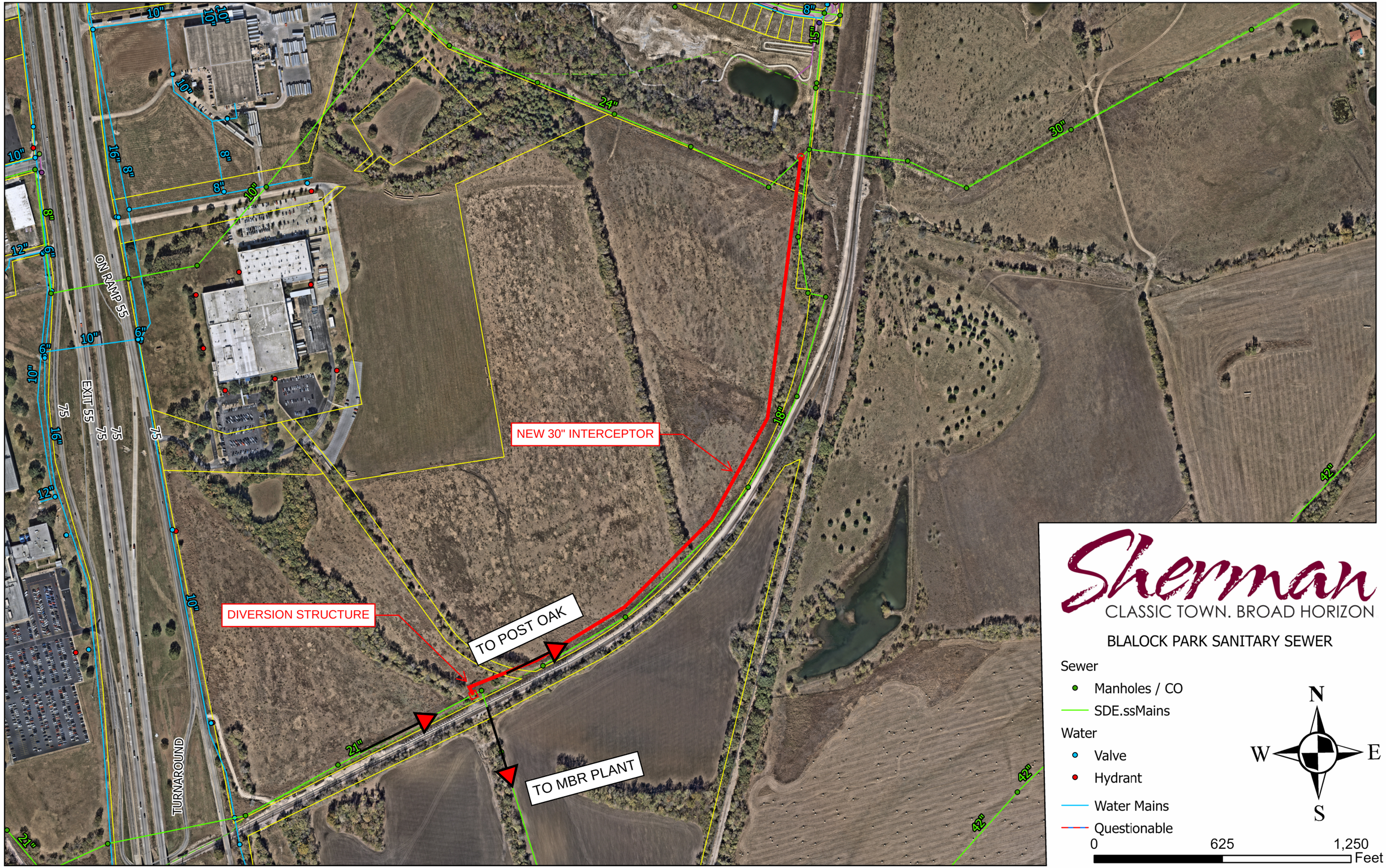
1 The total price submitted by the bidder for bid item 25 does not align with the total calculated based on the provided unit price. However, a written verification was received that the total price is accurate and hence that was used in the total base bid price calculation.

2 The total price submitted by the bidder for bid items 3, 4, 5, 6, 7, 14, 15, 17 does not align with the total calculated based on the provided unit price.



04/08/2026

BURHANUDDIN KHUZEMA ZAVERI
TEXAS P.E. NUMBER 141235



Sherman
CLASSIC TOWN. BROAD HORIZON

BLALOCK PARK SANITARY SEWER

Sewer
- Manholes / CO
- SDE.ssMains

Water
- Valve
- Hydrant
- Water Mains
- Questionable

N
W E
S

0 625 1,250 Feet

NOT FOR CONSTRUCTION

Date Printed: 4/2/2026 3:56 PM

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.2.

Meeting Date: 4/20/2026

Prepared By: Travis Overturf, Senior Civil Engineer

Approved By:

Caption:
RESOLUTION NO. 7638
Authorizing Execution of a Professional Services Agreement with Freese and Nichols, Inc. for the Sherman US-75 Segment 2 Utility Relocations

Issue:
To consider a Professional Services Agreement with Freese and Nichols, Inc. for the Sherman US-75 Segment 2 Utlity Relocations project

Background:
The planned expansion of US-75 by the Texas Department of Transportation (TxDOT) will place several existing City-owned utilities in conflict with the proposed roadway improvements. The affected area is within the corridor from the intersection of FM 1417 South and US-75 to the intersection of FM 902 and US-75. Within this segment, five (5) City-owned utility facilities have been identified as impacted by the highway widening. Utility adjustments, including relocation and/or lowering, will be required to maintain uninterrupted service, provide required clearances, and support long-term operational reliability. These conflicts are driven by revised roadway geometry, grading modifications, and additional appurtenances associated with the TxDOT US-75 Segment II expansion.

Capital Improvement Program:
26-028

Origination:
Engineering Department

Financial Consideration:
Funding needed for the agreement will be $265,100.00 through GTUA bonds.

Staff Recommendation:
It is recommended that the agreement for professional services with Freese and Nichols, Inc. for the Sherman US-75 Segment 2 Utility Relocations project be approved.

Alternatives:
As may be directed by City Council.

Attachments:

1. Resolution No. 7638
2. PSA Sherman US-75 Segment 2 Utility Relocations
3. Location Map

RESOLUTION NO. 7638

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR THE SHERMAN US-75 SEGMENT 2 UTILITY RELOCATIONS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Freese and Nichols, Inc. for the Sherman US-75 Segment 2 Utility Relocations, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 20th day of April 2026.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
TERI FINE, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

APPROVED AS TO
FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AGREEMENT

BETWEEN

THE CITY OF SHERMAN, TEXAS AND

Freese and Nichols, INC

FOR

PROFESSIONAL SERVICES

Made as of the_____day of_____, 2026:

Between City: **The City of Sherman, Texas**
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7208

and Consultant: **Freese and Nichols, Inc.**
6136 Frisco Square Blvd., Suite 375
Frisco, Texas 75034
Telephone: (469) 598-0094

for the following Project: **Sherman US-75 Segment 2 Utility Relocations**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Freese and Nichols, Inc, a Texas corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage Consultant to provide professional services for the Sherman US-75 Segment 2 Utility Relocations Project ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
CONSULTANT'S SERVICES

1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.

1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("Scope of Services"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of a written amendment to this Agreement, may be authorized from time to time by City ("Amendment").

1.2.1 **Requirement of Written Amendment** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Amendment by the Sherman Director of Engineering or designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Amendment requiring additional funding of $50,000 or more of the original contract amount shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.

1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY**.

1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Engineering Budget Summary, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.

1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2
CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.

2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services.

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a Lump Sum basis in an amount not to exceed **One Hundred and Thirty Nine Thousand Six Hundred Dollars ($139,600.00)**; and (b) for Special Services, in an amount not to exceed **One Hundred and Twenty Five Thousand Five Hundred Dollars ($125,500.00)** (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Engineering Budget Summary as set forth in **Exhibit B**.

3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.

3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to

declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents ("Construction Documents") as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.

3.1.4 **Substantial Compliance with Architectural Barriers Act** – Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 of the Texas Administrative Code, as it exists or may be amended ("Barriers Act"), as solely determined by City, Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the sole responsibility of Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project. Consultant shall consult with such authorities to obtain approval for the Project. As part of the Services provided under Consultant's Fee, Consultant shall obtain the Notice of Substantial Compliance for the Project from the Texas Department of Licensing and Regulation ("TDLR"). Consultant shall, without additional compensation, immediately correct any errors, omissions, or deficiencies in the design services and/or construction documents identified by TDLR and/or a Registered Accessibility Specialist ("RAS") at any phase of the Project, either by review of the Construction Documents or inspection of the Project at the commencement of construction, during the construction of the Project or at the completion of construction.

3.1.4.1 **Submission of Construction Documents to TDLR** – Consultant shall mail, ship or hand-deliver the Construction Documents to TDLR not later than five (5) calendar days after Consultant issues the Construction Documents for the Project.

3.1.4.2 **Completion of Registration Form to TDLR** – Consultant shall complete an Elimination of Barriers Project Registration Form

("Form") for each subject building or facility within the Scope of the Project, and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after Consultant completes the submittal of the Construction Documents to TDLR.

3.1.4.3 **TDLR Approval of Construction Documents** – After review of the Construction Documents by TDLR, Consultant will be notified in writing of the results; however, it is Consultant's responsibility to obtain TDLR's written comments. Consultant shall address all comments that prevent TDLR approval of the Construction Documents, including comments relating to conditional approval that must be addressed in the design and construction of the Project. Consultant shall resubmit Construction Documents to TDLR for review prior to the completion of construction of the Project.

3.1.4.4 **TDLR Project Inspection** – Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. Consultant shall advise City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.

3.1.4.5 **Corrective Modifications following TDLR Project Inspection** – When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide City with this list within five (5) calendar days of receipt. It is the sole responsibility of Consultant to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and City with written verification of the corrective measures completed

3.2 **Direct Expenses** – Direct Expenses ("Direct Expenses") are included in Consultant's Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Engineering Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for

reimbursement may be deducted from Consultant's subsequent payment for Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.

3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to this Agreement on a cost not to exceed sum or hourly basis in accordance with this paragraph ("Additional Services") and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

Position	Range of Hourly Rates	
Professional 1	117	222
Professional 2	128	229
Professional 3	147	338
Professional 4	184	383
Professional 5	255	420
Professional 6	267	495

Construction Manager 1	128	173
Construction Manager 2	147	229
Construction Manager 3	165	244
Construction Manager 4	184	297
Construction Manager 5	259	342
Construction Manager 6	278	417
Construction Representative 1	102	120
Construction Representative 2	113	143
Construction Representative 3	143	173
Construction Representative 4	162	233
CAD Technician/Designer 1	98	150
CAD Technician/Designer 2	120	225
CAD Technician/Designer 3	165	278
Corporate Project Support 1	75	195
Corporate Project Support 2	98	278
Corporate Project Support 3	102	394
Intern / Coop	79	109

3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.

3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.

3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the

provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10^{th}) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" of the TEX. GOV'T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.

3.8 **Adjusted Compensation** – If the Scope of the Project ("Scope of the Project") or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant's compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.

3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed

3.10 **Fixed Budget Limit for Construction Cost** – If a fixed budget limit for the Construction Cost has been established, the Consultant shall be permitted to make reasonable adjustments in the scope of the Project and to include alternate bid items in the Bid Proposal to adjust the Construction Cost to the fixed limit. However, this paragraph shall not operate to increase the fixed budget limit of the

Construction Cost established in this Agreement. All adjustments in the Scope of the Project shall be approved by the City and documented in writing. Should the lowest bona fide bid for construction of the Project be in excess of 130% of $(1,921,855) due to the negligence or other fault of the Consultant, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or re-negotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4), require that the Consultant adjust the Project scope or quality, or both, as necessary to reduce the Construction Cost to within the budgetary constraints. In the case of (4) the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitation on Construction Cost. These revisions and modifications may include splitting the Project into multiple Construction Phases that will fall within budget constraints. The Consultant shall provide the services defined in Exhibit A, as required, for each of the new phases created by splitting the Project.

ARTICLE 4
OWNERSHIP OF DOCUMENTS

4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.

4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants)

shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS

5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each claim, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and is authorized to transact business

in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project's size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars ($2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6
CONSULTANT'S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be made available if requested.

ARTICLE 7
AUDITS AND RECORDS/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit F** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8
TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9
DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

ARTICLE 10
INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND

UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT 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 CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11
NOTICES

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to City, addressed to:

Wayne E. Lee, P.E., CFM
Director of Engineering
City of Sherman
220 W Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7327
Email: waynel@cityofsherman.com

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054

Email: rpittman@abernathy-law.com

If to Consultant, addressed to:

Scott Maughn

Principal/Vice President
Freese and Nichols, Inc
12770 Merit Dr
Dallas, TX 75251
Telephone: (214)-217-2260
Email: asm@freese.com

ARTICLE 12
MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "F," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 **Exhibit A**, Scope of Services.

12.1.2 **Exhibit B**, Project Engineering Budget Summary.

12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).

12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.5 **Exhibit E**, Contractor Insurance Guidelines.

12.1.6 **Exhibit F**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, or **Exhibit F** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F** or **Exhibit A** shall prevail in that order.

12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.

12.3 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees,

representatives and administrators are hereby bound to the terms and conditions of this Agreement.

12.5 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have

waived, any immunity, governmental, sovereign and/or official, or defense that is available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth in this Agreement.

12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.

12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.

12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.

12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.

12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's current fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's current fiscal year unless and until such funds are budgeted.

12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.

12.25 **Reference to City** – When referring to "City," this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

CITY:

City of Sherman, Texas,
a Texas home-rule municipality

By: _____
Dr. Zachary Flores, City Manager

CONSULTANT:

Freese and Nichols, Inc.
a Texas corporation

By: _____
Scott Maughn
Principle/Vice President

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
§
COUNTY OF Dallas §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **SCOTT MAUGHN**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT AND DULY AUTHORIZED REPRESENTATIVE FOR **FREESE AND NICHOLS, INC**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14th DAY OF April 2026.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: May 1, 2027

DOMINIQUE BORDES
Notary Public, State of Texas
Comm. Expires 05-01-2027
Notary ID 13433483-4

I. PROJECT DESCRIPTION

The planned expansion of US-75 by the Texas Department of Transportation (TxDOT) will place several existing City-owned utilities in conflict with the proposed roadway improvements. These segments include approximately 300-feet of 8-Inch pipe, 600-feet of 10-Inch pipe, 300-feet of 16-Inch pipe, and 500-feet of 24-Inch pipe. The affected area is within the corridor from the intersection of FM 1417 South and US-75 to the intersection of Howe Drive and US-75. Within this segment, five (5) City-owned utility facilities have been identified as impacted by the highway widening. Utility adjustments, including relocation and/or lowering, will be required to maintain uninterrupted service, provide required clearances, and support long-term operational reliability. These conflicts are driven by revised roadway geometry, grading modifications, and additional appurtenances associated with the TxDOT US-75 Segment 2 expansion.

To support the City in resolving the identified utility conflicts, the Consultant will prepare construction documents that develop design solutions for the required utility adjustments. The proposed improvements will be designed in accordance with applicable City standards, available records, documented field conditions, and the constraints imposed by the proposed US-75 configuration. The resulting plans and specifications will be prepared to provide sufficient detail for contractor pricing and construction, and to facilitate safe and efficient implementation while minimizing disruption to the public. Construction phase services will also be provided to support implementation of the work, including responding to requests for information, providing design clarifications as needed, and verifying that installed improvements conform to the approved construction documents.

The City will furnish, or cause to be furnished, information describing existing conditions, including but not limited to survey data, Subsurface Utility Engineering (SUE) information, and geotechnical investigation data. The Consultant shall be entitled to rely upon the accuracy, completeness, and adequacy of such information as provided, and the Consultant's scope does not include independent verification of these datasets. To support design development, the Consultant will perform up to two (2) site visits to become familiar with surface conditions within the project corridor and to perform limited, above-ground field verification of observable features. Such reconnaissance is not intended to identify all underground utilities, confirm SUE quality levels, validate survey control, or detect discrepancies that may exist in furnished information.

II. GENERAL REQUIREMENTS

A. Design requirements shall be based on the City of Sherman Engineering Design Standards and other applicable criteria. The Consultant shall develop, document, and summarize the project design criteria for the City's review and approval prior to initiating design.

B. Consultant shall coordinate with other engineering consultants, utility companies, franchise utilities, City of Sherman, pipeline companies, and any other entity which has facilities within or adjacent to the Project. Coordination and permitting required with TxDOT will be organized and facilitated by the City. If required, the consultant can attend and participate in reoccurring meetings with TxDOT as an additional service.

C. For each plan and/or specification submittal, the Consultant shall provide the City a copy of the plans as specified in the deliverable sections below. The City will review and return comments to the Consultant for incorporation. Upon resubmittal of corrected documents, the Consultant shall also return the original reviewed versions to the City (including comment-marked copies), unless otherwise directed. All plans, specifications, documents, provisions, attachments, and correspondence furnished under this Agreement shall be dated.

D. The Consultant shall submit a monthly progress report summarizing, at a minimum: (1) work completed during the previous month; (2) work anticipated during the following month; (3) the next major project milestone; and (4) information, decisions, and/or deliverables needed from the City. The monthly progress report shall be submitted with the monthly invoice.

E. Communications and Reporting - The Consultant shall provide project communications and reporting services, including the following:

i. Attend a pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and ensure economical and functional designs meet City requirements.

ii. Attend review meeting with the City at the end of each design phase.

iii. Prepare and submit monthly invoices in the format acceptable to the City.

iv. Prepare and submit monthly progress reports.

v. Prepare and submit baseline Project Schedule initially, Project Schedule updates, and updated Opinion of Probable Construction Cost with each plan submittal.

vi. Coordinate up to four (4) meetings with Atmos, AT&T, Frontier, Oncor, Zayo and Delek Crude Logistic and other franchise utilities as appropriate for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.

vii. With respect to coordination with permitting authorities, communicate and coordinate as necessary to incorporate applicable regulatory requirements into the design. It is not expected that TCEQ or other major permitting will be required for this project. However, if required, the Consultant shall work with regulatory authorities to obtain approval of the designs and make changes

necessary to meet their requirements for an additional fee.

viii. Attend up to four (4) additional project coordination meetings, if needed.

III. TASK SUMMARY, BASIC SERVICES

A. Intermediate Design Plans (60%)

a. Prepare front end documents (using City's available standard documents), including bid documents, general conditions, special conditions for the construction packages. Meet with City to resolve review comments and revise documents accordingly

b. Environmental and United States Army Corp of Engineers (USACE) permitting are included as Special Services. Preparation of applications and supporting documents for government grants or for planning advances is an Additional Service. City will pay all permit application fees.

c. Prepare opinion of probable construction cost at the 60% submittal.

d. Prepare intermediate engineering review drawings including detailed construction-related notes. The 60% submittal will be prepared at an engineering review level and will include sufficient detail to confirm alignment, key design assumptions, utility conflicts/adjustments, and anticipated constructability constraints. Typical sheets under this submittal will be sized as an 11" x 17" sheet and include:

   i. Cover Sheet
   ii. General Notes Sheet(s)
   iii. Project layout and Coordinate Control Sheet(s)
   iv. Standard Detail Sheet(s)
   v. Small and Large Diameter Water Line Plan and Profile View(s)
   vi. Tunnel Sheet(s)

e. Prepare Preliminary Project Manual, including Bid Form and Special Conditions and technical specifications.

f. Furnish City one (1) electronic copy of the Intermediate submittal for review and comment.

B. Final Design/Construction Plans (90%, 100%)

a. 90% Documents: Furnish one (1) electronic copy of drawings, specifications, and bid forms marked "Preliminary" for approval by City. Consultant will meet with the City to present the plans and specifications and receive comments.

Review documents will include all plans and specifications with minor corrections and notes remaining. Consultant will receive comments from Owner and address comments in the 100% documents.

b. 100% Documents: Furnish one (1) electronic copy of drawings, specifications, and bid forms marked “Final” for approval by City. Consultant will meet with the City to present the plans and specifications and receive comments. Review documents will include all final plans and specifications. Consultant will receive comments from City and address comments in the Issued for Bid documents.

c. Prepare detailed cost estimates based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical.

d. Finalize miscellaneous plan sheets, including cover sheet, index, general notes, project control and applicable City standard details.

e. When required by the nature of the project, the Consultant shall provide necessary exhibits and attend up to one (1) public meeting with the City.

f. Upon completion of the final design review, the Consultant shall furnish to the City up to four (4) additional half-sized (11”x17”) copies and a pdf of the construction drawings to be forwarded to the utility companies as requested by the City.

g. If routine permits are required and specifically identified by the City as part of Basic Services, the Consultant shall prepare and furnish the engineering data, forms, and supporting exhibits necessary for such routine permit applications. Preparation of specialized environmental permits (e.g., USACE) and grant-related applications and supporting documentation are not included in Basic Services unless authorized as an additional/special service).

C. Bid Phase Services

a. Prepare bid set drawings and specifications that address all comments from the final design review. The documents will also incorporate additional information made available to the Consultant prior to bid advertisement, including utility coordination information and right-of-way/easement constraints provided by the City

b. Furnish to the City all necessary copies of approved Construction Contract Documents needed for competitive bidding (plans, specifications, notice to bidders, proposals, etc.). All sets of Construction Contract Documents in

excess of eight (8) copies are to be paid for separately as provided hereinafter.

c. Assist the City with bid advertisement and procurement activities for competitive bidding, including preparing bid advertisement content and responding to administrative questions as requested by the City.

d. Attend and assist the City with one (1) pre-bid meeting (if conducted) to respond to bidder questions and document discussion items.

e. Prepare addenda as appropriate to interpret, clarify, or expand the Bid Documents.

f. Assist the City in the opening and tabulation of bids for construction of the Project.

g. Prepare a written summary of the bid tabulation and evaluation together with a letter addressing the award of the construction contract.

h. Assist in the preparation of formal Construction Contract Documents, provide four (4) copies of contracts to be executed by the Contractor, and coordinate their execution by the respective parties.

The Consultant shall not be required to guarantee the accuracy of the final design Cost of Construction, but may be required to provide additional services at no cost to the City if bids for the Project exceed the fixed budget limit for the Construction Cost as provided in Article 3. The consultant shall provide reasonable revisions to the plans and specifications necessary to bring the Project within the established budget and support one (1) rebid, provided that: (1) the scope, design criteria, and Project limits remain materially unchanged; (2) the exceedance is not the result of changed conditions, additional information, or requirements arising after the 100% submittal (including, without limitation, utility relocation constraints, right-of-way/easement requirements, TxDOT requirements, permitting conditions, or regulatory agency comments); and (3) the exceedance is not primarily attributable to market conditions beyond the Consultant's control (including labor/material escalation, limited bidder participation, or other procurement-related factors). If any of the foregoing conditions apply, any redesign, value engineering, re-bid support, or other additional effort shall be performed as Additional Services subject to written authorization by the City.

IV. Special Services

D. Construction Phase Services

a. *Conformed Document submittal:*
   i. Update the Bid Documents (plans and Project Manual) to incorporate bid addenda items.
   ii. Print up to ten (10) sets (11”x17”) plans and Project Manuals for issuance at the Pre-Construction Conference.
   iii. Package and submit CAD base files in accordance with the City’s CADD standards upon request.

b. Up to four (4) Site Visits upon request to observe the progress and general conformance of the Work with the Contract Documents. Site visits are not intended to be exhaustive or continuous inspections.

c. *Pre-Construction Meeting.* Attend up to one (1) Pre-Construction Meeting prior to commencement of Work at the Site

d. *Franchise Utility Coordination*. Assist the City with franchise utility coordination efforts and conflict resolution during construction.

e. *Requests for information*. Coordinate with Engineer up to Twelve (12) issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.

f. *Change Orders*. Recommend Change Orders to City, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor. Task includes preparing plan sheet revisions.

g. *Shop Drawings, Samples, and Submittals.* Review and approve or take other appropriate action in respect of up to thirty (30) Shop Drawings, Samples, Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

h. *Substitutes and "or-equal."* Evaluate and determine the acceptability of up to two (2) substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

i. *Disagreements between City and Contractor.* As necessary, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

j. *Limitation of Responsibilities.* Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any subcontractor. Consultant shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

k. Consultant shall prepare construction Record Documents based on the information received from Contractor within 30 days of final completion in accordance with the Agreement. Consultant shall submit one full size set and one pdf file of the Record Documents.

E. **Consultant will subcontract with a SUE firm to provide the following SUE services:**

a. SUE Quality Level A (QLA) – Provide QLA information for a total of up to eight (8) test hole locations along various points along the pipeline alignments. QLA services will be in accordance with ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). Subconsultant will excavate test holes by means of non-destructive vacuum excavation methods. Subconsultant will produce a summary sheet containing the coordinates and elevation to the top of the utility at each test hole location with test holes incorporated in the surveyor's topographic survey file.

F. **Environmental scope *as required:***

a. Based on a preliminary desktop review, this scope assumes that the proposed project will require the submittal of a nationwide permit (NWP) pre-construction notification (PCN) to the USACE for compliance with NWP general condition 18, endangered species and NWP general condition 20, historic properties.
b. Task 1. Conduct Pedestrian Survey

FNI will compile readily available existing information and prepare maps of the proposed project area in preparation for a pedestrian survey. FNI will conduct a pedestrian survey of the project areas to

make observations of existing environmental conditions, delineate the types and boundaries of potential waters of the U.S., and assess potential federa8lly listed threatened and endangered species habitat.

c. Task 2. Prepare Delineation Report

FNI will prepare a Delineation Report in accordance with USACE guidance to document the delineated water features for USACE verification. The Delineation Report will include the required data forms, maps, and photos.

d. Task 3. Texas Historical Commission Coordination

a. Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards or will occur in a historic district or other designated historic site; or will affect a recorded archeological site require advance consultation with the Texas Historical Commission (THC), according to Section 191.0525 (d) of the Antiquities Code of Texas (TAC). Additionally, in accordance with NWP General Condition 20, Historic Properties, the USACE must consider the effects of activities requiring the issuance of a permit that may have the potential to effect properties listed in or eligible for the National Register of Historic Places, including archeological sites, in order to comply with Section 106 of the National Historic Preservation Act. The Client is a subdivision of the State of Texas and therefore, the proposed project is subject to the TAC. Also, since the proposed project will require a Clean Water Act Section 404 permit, Section 106 of the NHPA applies.
b. FNI will prepare a draft coordination letter to the THC that describes the proposed project in detail and submit it to the Client for their review. Comments from the Client will be incorporated into the coordination letter, which will be submitted to the THC for their concurrence. If the THC or the USACE requires a cultural resources (archeological and/or historic properties) survey, a professional archeologist and/or architectural historian can be subcontracted to perform the survey as an additional service.

e. Task 4. Prepare PCN

a. FNI will prepare the draft NWP PCN in accordance with requirements of NWP General Condition 32.
b. The draft PCN will be prepared for the Client's review and comment and will include the Delineation Report, NWP PCN form, and the required supporting documentation and engineering drawings depicting the proposed impacts to waters of the U.S. The final PCN will be prepared by incorporating the Client's comments and will be

submitted to the USACE Tulsa District. This task will be completed after the 60% design is approved by the Client. This scope assumes that one PCN will cover all applicable utility relocations.

c. FNI will address up to two rounds of USACE comments/requests for additional information or clarification. Additional requests by the USACE for site visits, preparation of a compensatory mitigation plan, consultation with other resource agencies, or excessive requests for additional information resulting in expenditures beyond FNI's project budget will be considered additional services.

f. Task 5. Project Team Coordination
   a. FNI environmental scientists will coordinate with the project team (design team and Client) on the results of the site visit and provide environmental permitting input into the design.

V. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

A. **Additional Services not included in the existing Scope of Services** – City and Consultant agree the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

a. Geotechnical field/lab work, and Geotechnical report preparation.
b. Detailed construction staking.
c. Trench excavation safety plan.
d. Public Meetings, unless noted in the scope of services.
e. Tree Survey.
f. Storm Water Pollution Prevention Plans.
g. Section 10 Permitting with the USACE.
h. Preparation of a formal written request for USACE authorization under a letter of permission procedure.
i. Preparation of a standard individual Section 404 permit application.
j. Preparation of Environmental Information Document, Environmental Assessment, or an Environmental Impact Statement.
k. Meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services.
l. Additional field investigations or analysis required to respond to public or regulatory agency comments.
m. Expert representation at legal proceedings or at contested hearings.

n. Mitigation monitoring if required by permit conditions.
o. Design Surveying - to collect information required for design, including photogrammetry, land surveying, and related office computations and drafting. All surveys and coordinate information shall be based on the NAD 83 CORS Grid Coordinate System utilizing control monuments established within the City of Sherman. This also includes refreshing and re-establishing benchmarks and reference points on NAD 83 CORS Grid Coordinate System for construction of the project, one time only. This does not include construction staking.
p. Staking of the Centerline of the proposed Project for utility coordination. The Consultant or its surveyor shall stake the centerline throughout the extent of the Project. The beginning and the end of the Project shall be designated. The points of intersection, points of curvature, and points of tangency of all horizontal curves shall be designated. Stations and half-stations (50-foot and 100-foot) shall be designated throughout the entire Project, on tangential and curvilinear portions. Said centerline control is to be established in a timely fashion as directed by City staff. Said centerline control markings are to be a one-time event and shall be of a nature to last a minimum of eight months.
q. Appearances before hearings for eminent domain proceedings are specifically not included in the specified per parcel payment.
r. Appearances before regulatory agencies.
s. Assistance to the City as an expert witness in any litigation or claim, arising from, or in connection with, the Project.
t. Special investigations involving detailed consideration of operation, maintenance, and overhead expense; preparation of rate schedules; preparation of special reports and an engineer's certificate as required for marketing bonds; earnings and expense statements; preparation of assessment rolls; special feasibility studies; appraisals; valuations; and material audits or inventories required for certification of force account construction performed by the City.
u. Detailed mill, shop, and/or laboratory inspection of materials or equipment.
v. Preparation of applications and supporting documents for government grants or planning advances for public works projects.

EXHIBIT B
PROJECT BUDGET SUMMARY

I. Basic Services

A. Intermediate Design Plans (60%) (Expected Completion: May 2026)	**$59,800.00**
B. Final Design/Construction Plans (90%, 100%) (Expected Completion: June 2026)	**$53,100.00**
C. Bid Phase Services (Expected Completion: August 2026)	**$26,700.00**
Total Basic Services (Lump Sum)	***$139,600.00***

II. Special Services

Construction Phase Services	$60,400.00
Level "A" Subsurface Utility Engineering Up to 8 Level A SUE Test Holes at $3,987.50 each:	$31,900.00
Environmental Investigation:	$33,200.00
Total Authorized Special Services (Not-to-Exceed)	***$125,500.00***
Project Budget, Grand Total (Not-To-Exceed)	***$265,100.00***

1. Files shall done in DWG/DXF format.

2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.

3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.

4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.

5. The file shall contain required features for the project type as detailed below:

    a. Pre-Construction/As-Built Plans and/or Record Documents:
        i. Layers from Final Plat Requirements as Applicable to Project Type.
        ii. Water Utility Features.
        iii. Sanitary Sewer Features.
        iv. Storm Sewer Features.

6. Each required feature group should be provided as a separate layer within the file.

7. Layer names should be representative of the information contained in the layer.

8. Line work should be done per accepted industry norms.

Text should not be smaller than 0.08” on a full size sheet, and should be a font such at Simplex, Calibri, or Arial.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

I. CONSULTANT'S RESPONSIBILITY. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. GUIDELINES FOR DIRECT EXPENSES.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as

a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.

G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.

H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.

I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.

B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and policy endorsement(s) evidencing the required insurance shall be submitted prior to execution of the Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and policy endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage(s) is required for this Agreement.

		Coverage Required	Limits
_X_	1.	Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	2.	General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate
___	3.	XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate

_X_	4.	Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate
_X_	5.	Umbrella Coverage of Excess Liability Coverage	▪ An amount of $2,000,000.00 ▪ Minimum $2,000,000.00 in the aggregate

_X_ 6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

_X_ 7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title and bid number.

___ 11. Other Insurance Requirements (State Below):

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.**

Freese and Nichols, Inc.

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.**

N/A

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.**

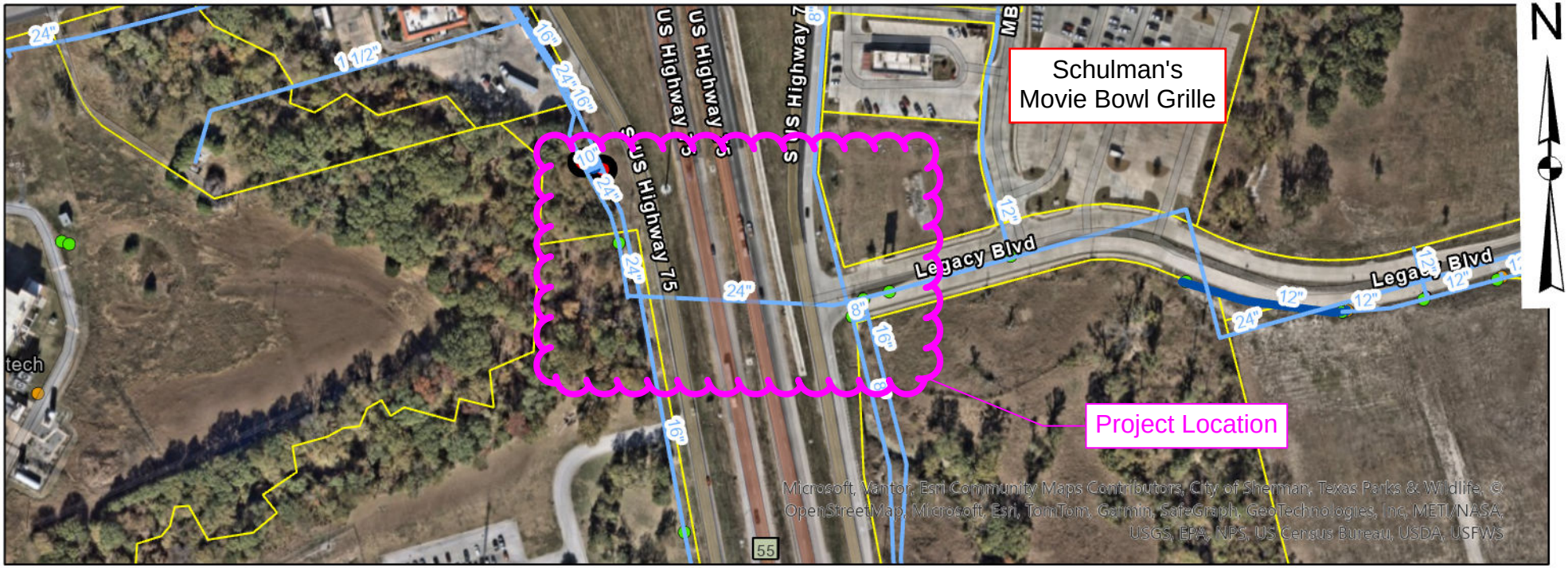
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Stephanie Bedison

Signature of vendor doing business with the governmental entity

February 24, 2026

Date


Schulman's
Movie Bowl Grille
Project Location
N
US Highway 75
Legacy Blvd
Microsoft, Vantor, Esri Community Maps Contributors, City of Sherman, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS


JP Hart Lumber
Howe Dr
Tuck 1WB
Tuck Pump Station
Emerson
Process
Management
Progress Dr
Tyson
Tuck 2WB
Hilton
Cedarbrook
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.3.

Meeting Date: 4/20/2026

Prepared By: Jacob Pannell, Senior Civil Engineer

Approved By:

Caption:

**** RESOLUTION NO. 7639***

Authorizing Execution of a Professional Services Agreement with Plummer Associates for the South WWTP - MBR Solids Thickening Improvements Construction Services

Issue:

To consider a Professional Services Agreement with Plummer Associates for the South WWTP - MBR Solids Thickening Improvements Construction Services

Background:

Construction for the South WWTP - MBR Solids Thickening project was awarded during the 12/15/25 council meeting and construction is underway.

Due to the specialty nature of the equipment and construction, Plummer Associates is providing construction management and resident project representative services across all disciplines for the project. These efforts are currently captured within the South WWTP MBR design contract.

To allow the City to closeout the South WWTP MBR design contract, the remaining CM and RPR services are proposed in this standalone PSA.

Capital Improvement Program:

25-077

Origination:

Engineering Department

Financial Consideration:

Funding needed for the agreement will be $724,331.00

Staff Recommendation:

It is recommended that the agreement for professional services with Plummer Associates for the South WWTP - MBR Solids Thickening Improvements Construction Services project be approved.

Alternatives:

As may be directed by City Council.

Attachments:

1. Resolution No. 7639
2. Prof Svcs Agmt
3. Location Map

RESOLUTION NO. 7639

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PLUMMER ASSOCIATES, INC. FOR THE SOUTH WWTP-MBR SOLIDS THICKENING IMPROVEMENTS CONSTRUCTION SERVICES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Plummer Associates, Inc. for the South WWTP-MBR Solids Thickening Improvements Construction Services, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 20th day of April 2026.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
TERI FINE, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

APPROVED AS TO
FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN CITY ATTORNEY

AGREEMENT

BETWEEN

THE CITY OF SHERMAN, TEXAS AND

PLUMMER ASSOCIATES

FOR

PROFESSIONAL SERVICES

Made as of the_____day of_____, 2026:

Between City: **The City of Sherman, Texas**
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7208

and Consultant: **Plummer Associates**
1320 South University, Ste. 300
Fort Worth, TX 76107
Telephone: (817) 806-1700

for the following Project: **South WWTP – MBR Solids Thickening Improvements Construction Services**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Plummer Associates, a Texas corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage Consultant to provide professional services for the construction management and resident project representative services for the MBR Solids Thickening Improvements Project ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
CONSULTANT'S SERVICES

1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.

1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("Scope of Services"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of a written amendment to this Agreement, may be authorized from time to time by City ("Amendment").

1.2.1 **Requirement of Written Amendment** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Amendment by the Sherman Director of Engineering or designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Amendment requiring additional funding of $50,000 or more of the original contract amount shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.

1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY**.

1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Engineering Budget Summary, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.

1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2
CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.

2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services.

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a Time and Materials basis in an amount not to exceed **seven hundred and twenty four thousand, three hundred and thirty one Dollars ($724,331)** (collectively, "Consultant's Fee"); and (b) paid in accordance with this Article 3 and the Project Engineering Budget Summary as set forth in **Exhibit B**.

3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.

3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement.

Consultant shall submit his findings in writing to City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents ("Construction Documents") as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.

3.1.4 **Substantial Compliance with Architectural Barriers Act** – Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 of the Texas Administrative Code, as it exists or may be amended ("Barriers Act"), as solely determined by City, Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the sole responsibility of Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project. Consultant shall consult with such authorities to obtain approval for the Project. As part of the Services provided under Consultant's Fee, Consultant shall obtain the Notice of Substantial Compliance for the Project from the Texas Department of Licensing and Regulation ("TDLR"). Consultant shall, without additional compensation, immediately correct any errors, omissions, or deficiencies in the design services and/or construction documents identified by TDLR and/or a Registered Accessibility Specialist ("RAS") at any phase of the Project, either by review of the Construction Documents or inspection of the Project at the commencement of construction, during the construction of the Project or at the completion of construction.

3.1.4.1 **Submission of Construction Documents to TDLR** – Consultant shall mail, ship or hand-deliver the Construction Documents to TDLR not later than five (5) calendar days after Consultant issues the Construction Documents for the Project.

3.1.4.2 **Completion of Registration Form to TDLR** – Consultant shall complete an Elimination of Barriers Project Registration Form ("Form") for each subject building or facility within the Scope of the

Project, and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after Consultant completes the submittal of the Construction Documents to TDLR.

3.1.4.3 **TDLR Approval of Construction Documents** – After review of the Construction Documents by TDLR, Consultant will be notified in writing of the results; however, it is Consultant's responsibility to obtain TDLR's written comments. Consultant shall address all comments that prevent TDLR approval of the Construction Documents, including comments relating to conditional approval that must be addressed in the design and construction of the Project. Consultant shall resubmit Construction Documents to TDLR for review prior to the completion of construction of the Project.

3.1.4.4 **TDLR Project Inspection** – Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. Consultant shall advise City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.

3.1.4.5 **Corrective Modifications following TDLR Project Inspection** – When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide City with this list within five (5) calendar days of receipt. It is the sole responsibility of Consultant to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and City with written verification of the corrective measures completed

3.2 **Direct Expenses** – Direct Expenses ("Direct Expenses") are included in Consultant's Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Engineering Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment for

Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.

3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to this Agreement on a cost not to exceed sum or hourly basis in accordance with this paragraph ("Additional Services") and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the Rate Sheet as shown in **Exhibit G**. The rates set forth in the Exhibit are subject to reasonable change provided prior written notice of said change is given to and approved by City.

3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All

invoices shall provide a summary methodology for administrative markup and/or overhead charges.

3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.

3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" of the TEX. GOV'T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.

3.8 **Adjusted Compensation** – If the Scope of the Project ("Scope of the Project") or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant's compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.

3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation

for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed

3.10 **Fixed Budget Limit for Construction Cost** – If a fixed budget limit for the Construction Cost has been established, the Consultant shall be permitted to make reasonable adjustments in the scope of the Project and to include alternate bid items in the Bid Proposal to adjust the Construction Cost to the fixed limit. However, this paragraph shall not operate to increase the fixed budget limit of the Construction Cost established in this Agreement. All adjustments in the Scope of the Project shall be approved by the City and documented in writing. Should the lowest bona fide bid for construction of the Project be in excess of 130% of $(95% Engineers Estimate of Probable Construction Cost) due to the negligence or other fault of the Consultant, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or re-negotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4), require that the Consultant adjust the Project scope or quality, or both, as necessary to reduce the Construction Cost to within the budgetary constraints. In the case of (4) the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitation on Construction Cost. These revisions and modifications may include splitting the Project into multiple Construction Phases that will fall within budget constraints. The Consultant shall provide the services defined in Exhibit A, as required, for each of the new phases created by splitting the Project.

ARTICLE 4
OWNERSHIP OF DOCUMENTS

4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the

effective date of any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.

4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS

5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and

omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each claim, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project's size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars ($2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6
CONSULTANT'S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be made available if requested.

ARTICLE 7
AUDITS AND RECORDS/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit F** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8
TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9
DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

ARTICLE 10
INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND

UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT 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 CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11
NOTICES

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to City, addressed to:

Wayne E. Lee, P.E., CFM
Director of Engineering
City of Sherman
220 W Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7327
Email: waynel@cityofsherman.com

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

If to Consultant, addressed to:

Paula A. Monaco
Senior Project Manager
Plummer Associates, Inc.
1320 South University, Ste. 300
Fort Worth, TX 76107
Telephone: (817) 806-1718
Email: pmonaco@plummer.com

ARTICLE 12
MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "G," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 **Exhibit A**, Scope of Services.

12.1.2 **Exhibit B**, Project Engineering Budget Summary.

12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).

12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.5 **Exhibit E**, Contractor Insurance Guidelines.

12.1.6 **Exhibit F**, Conflict of Interest Questionnaire, Form CIQ.

12.1.7 **Exhibit G**, Hourly Fee Schedule

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, or **Exhibit G** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F, Exhibit G,** or **Exhibit A** shall prevail in that order.

12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of

this Agreement shall not relieve Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.

12.3 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.

12.5 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have waived, any immunity, governmental, sovereign and/or official, or defense that is available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth in this Agreement.

12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.

12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.

12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.

12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.

12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's current fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's current fiscal year unless and until such funds are budgeted.

12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined

therein.

12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.

12.25 **Reference to City** – When referring to "City," this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

CITY:

City of Sherman, Texas,
a Texas home-rule municipality

By: _____
Dr. Zachary Allen Flores,
City Manager

CONSULTANT:

Plummer Associates, Inc.
a Texas corporation

By: _____
Jeffrey E. Caffey, Principal

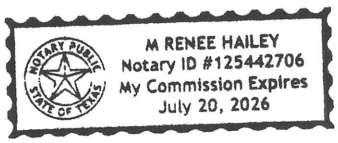
APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **JEFFREY E. CAFFEY**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS A PRINCIPAL AND DULY AUTHORIZED REPRESENTATIVE FOR **PLUMMER ASSOCIATES, INC**., AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8th DAY OF APRIL 2026.



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: JULY 20, 2026

I. PROJECT DESCRIPTION

A. The City of Sherman ("City") has selected Plummer Associates, Inc. ("Plummer" or "Consultant") to provide project management, construction administration (CA), and resident project representative (RPR) services for the new solids thickening facilities at the MBR plant. Construction is expected to take fifteen (15) months from construction Notice to Proceed to construction Substantial Completion and seventeen (17) months from construction Notice to Proceed to construction final completion.

B. Assumptions:
   a. Construction activities are anticipated to continue through March 2027 to reach Substantial Completion.

II. TASK SUMMARY, BASIC SERVICES

A. GENERAL CONSTRUCTION ADMINISTRATION PHASE SERVICES

1. Construction phase duties, responsibilities, and limitations of the consultant shall not be restricted, modified, or extended without agreement of the city and consultant in writing.
2. The city's approval, acceptance, use of, or payments for all or any part of consultant's services hereunder or the project itself shall in no way alter the consultant's obligations to the city's rights herein.
3. The consultant shall be a representative of and shall advise and consult the city during construction. The consultant shall have the authority to act on behalf of the city only to the extent provided in this agreement, unless otherwise modified by written instrument.
4. Disagreements between city and contractor. As necessary, render written decision on all claims of city and contractor relating to the acceptability of contractor's work or the interpretation of the requirements of the contract documents pertaining to the progress of contractor's work. In rendering such decisions, consultant shall be fair and not show partiality to city or contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
5. Limitation of responsibilities. Consultant shall not be responsible for the acts or omissions of any contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the work. Consultant shall not have the authority or responsibility to stop the work of any contractor.
6. Consultant's personnel at the construction site

a. The presence and duties of consultant's personnel at a construction site, whether as onsite representative or otherwise, do not make the consultant or its personnel in any way responsible for those duties that belong to the city and/or construction contractors or other entities, and do not relieve the construction contractors or any other entity from their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the contract documents and any health and/or safety precautions related to such construction work.
b. Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health and/or safety precautions related to such work and have no duty for inspecting, noting, observing, correcting, or reporting on health and/or safety deficiencies of the construction contractors or other persons at the site except consultant's own personnel.
c. The presence of the consultant's personnel at a construction site is for the purpose of providing the consultant and the city a greater degree of confidence that the completed work will conform generally to the contract documents and that the integrity of the design concept, as reflected in the contract documents, has been implemented and preserved. The consultant neither guarantees the performance of any construction contractor nor assumes responsibility for contractor's failure to perform the work in accordance with the contract documents.

7. Internet-based construction management
   a. The consultant will provide, for use by the city and the selected contractor, an internet-based construction management system, including the following items:
      I. Establish and maintain the project construction management system (Procore construction management software) consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process.
      II. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.

B. MEETINGS AND SITE VISITS

1. Pre-construction meeting. Attend pre-construction meeting(s) prior to commencement of work at the site. Meeting shall be conducted with the city

and contractor at the city's facility. At a minimum, the following items will be discussed at the pre-construction conference:
   a. The construction schedules prepared by the contractor;
   b. Schedule of values and payment procedures and schedules;
   c. Designation of key personnel and their duties; and
   d. Procedures for the construction administration of the project.
2. Construction progress meetings: the consultant will participate in up to fifteen (15) virtual monthly construction progress meetings for the project.
3. The engineer will prepare and distribute agendas and meeting notes for each meeting.
4. Substantial and Final Review:
   a. The Consultant will conduct, in the company of the City's representative, a substantial completion review for the project for conformance with the design concept of the project and general compliance with the contract documents and provide a list of deficiencies to the contractor.
   b. The Consultant will conduct, in the company of the City's representative, a final review for the project for conformance with the design concept of the project and general compliance with the contract documents, verify that items identified on the deficiency list from the substantial completion review have been completed, and make recommendation for final payment to Contractor.
5. Site Visits:
   a. The Engineer will attend up to three site visits.
   b. Additional Site Visits beyond those listed will be a Special Service and the Engineer shall be entitled to additional compensation.

C. CONSTRUCTION ADMINISTRATION

1. Shop Drawings and Submittal Review: The Consultant will review samples; catalog data; schedules; shop drawings; laboratory, shop, and mill tests of materials and equipment; and other data pursuant to the general conditions of the construction contract. Review quality related documents provided by the contractor such as test reports, equipment installation reports, or other documentation required by the construction contract documents. This review is for the benefit of the City and covers only general compliance with the information given by the construction contract documents. This review does not relieve the contractor of any responsibilities such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect the workers and the public, or the necessary data to construct and complete a workable facility in accordance with the construction contract documents.
   a. The fee is based on review of up to ninety-five (95) submittals and twenty (20) resubmittals for all disciplines.

   b. Additional submittal reviews beyond those listed will be a Special Service and the Consultant shall be entitled to additional compensation.
2. Requests for Information: The Consultant will interpret the intent of the plans and specifications and respond to requests for information (RFIs) for the City and Contractors. The fee is based on up to forty (40) RFIs for all disciplines.
3. Contract Modifications: The Consultant will review contract modification requests (CMRs) and prepare proposed contract modifications (PCMs) for items identified during construction that are necessary or requested by the City or contractor but are not in accordance with the construction documents. The Consultant will only review CMRs initiated by the Owner or Contractor that will improve the original design.
   a. The Consultant will prepare documentation for construction modifications required to implement modifications in the design.
   b. The fee is based on processing up to a total of ten (10) CMRs and PCMs, three (3) field orders, and three (3) change orders.
   c. Additional contract modifications beyond those listed will be a Special Service and the Consultant shall be entitled to additional compensation.
4. Pay Estimates: The Consultant will review and comment on a maximum of fifteen (15) estimates for payment to contractor, pursuant to the general conditions of the construction contract. Recommendations by the Consultant to the City for periodic construction progress payments to the construction contractor will be based on the Consultant's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent: that continuous or detailed examinations have been made by the Engineer to ascertain that the construction contractor has completed the work in exact accordance with the contract documents; that the final work will be acceptable in all aspects; that the Consultant has made an examination to ascertain how or for what purpose the construction contractor has used the monies paid; that the title of any of the work, materials, or equipment passed to the City free and clear of liens, claims, security interested, or encumbrances, record drawings; or that there are no other matters at issue between the City and the construction contractor that affect the amount that should be paid.
5. Investigations, analyses, studies, or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the City are a Special Service. Substitution of materials or equipment or design modifications requested by the City are a Special Service and the Consultant shall be entitled to additional compensation.
6. Record ("As-Built") Drawings

a. The Contractor will provide to the Consultant red-line drawings for use in the development of the record drawings. In the event that the contractor does not provide adequate red-line drawings and the Consultant must develop the record drawings based on in-depth investigation and research, this additional effort shall be a Special Service.
b. The Consultant will revise the construction drawings in accordance with the information furnished by the contractor reflecting changes to the project made during construction. Record drawings are defined as the drawings produced by the Consultant's modifications to the original design drawings to reflect the changes during the construction.
c. The Consultant will prepare record drawings, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed.
d. The Consultant is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.
e. Record drawings for the project will be issued by the Consultant within sixty (60) days after the comments and markups are provided by the contractor, and the City.
f. The Consultant will provide the City with digital copies in Adobe PDF on one flash drive and one (1) half-sized (11" x 17") set of plans (bound). No technical specification books will be provided.

7. O&M Manual Narrative
   a. Consultant to prepare and submit a summary of the O&M Manuals provided by each equipment manufacturer. This summary manual will include equipment data along with operation and maintenance requirements. This summary will be an additional chapter to be inserted into the overall Plant O&M Manual provided as part of the Sherman South WWTP MBR Design and Construction Project. The Consultant will submit three (3) copies of this manual marked "Draft" for the Owner's review and comments.
   b. The Consultant will meet with the Owner to receive comments on the "Draft" manual.
   c. The Consultant will incorporate the Owner's changes and submit a digital copy in Adobe PDF on a flash drive, along with one (1) bound copy of the manual.

D. RESIDENT PROJECT REPRESENTATIVE

1. General services:
   a. Represent the City's interests in administering the construction contract with both overall construction oversight and daily on-site representation for

the contractor's construction activity. The requested services include documentation and reporting to the City the issues and status relating to the contractor's work.

b. Provide the staff necessary to perform the on-site representation as outlined below and for the Project. Construction Manager (CM) and Resident Project Representatives will provide these services for an anticipated period of 15 months. Services assumed to begin January 2026 and end in March 2027. Initial planning level assumption is for the following contract positions:
    i. On-site representatives – Work in coordination with City's Project Manager, observe and document construction performance in accordance with the Contract Documents. Also provide comments and advice to the City on the contractor's performance with regard to industry standard practices. This scope includes one (1) part-time inspector, and one (1) part-time construction manager across the following disciplines: civil, structural, electrical, and instrumentation and controls.
    ii. Construction Materials Testing (CMT) – The CMT will not be subcontracted. The RPR will coordinate with the City Project Manager to provide quality assurance testing in accordance with the Contract Documents.
c. Cost Management:
    i. Review proposed schedule of values and payment requests prepared by Contractor. CM will review pay requests monthly.
    ii. Coordinate with City and Contractor to establish a basis and procedure for review of monthly quantities of work in place and payment requests.
d. Schedule Management:
    i. Review approved baseline schedules, "look-ahead" schedules, and monthly construction progress schedules prepared by the Contractor.
e. Project Status Reports and Invoicing:
    i. Provide written project status reports to the City once per month throughout the duration of the project. Project status reports will include, at a minimum, a summary description of activities completed, description of activities planned for the next 30 days, financial status of the project, status of schedule for the project, and identification of any technical or other issues which may have an impact on the overall project budget and/or schedule. Project status reports will be provided to the City with each invoice.
    ii. Submit invoices monthly along with the project status report referenced above.
f. Issues Management:
    i. Provide initial interpretation of the drawings and specifications and

coordinate with Consultant to develop official interpretation for City and Contractor. Track and coordinate the resolution of all project related issues. An Issues Log will be saved to the Construction Management site.

g. Change Management:
    i. Receive and evaluate notices of Contractor claims and make recommendations to the City on the merit and value of the claim on the basis of information submitted by the Contractor or available in project documentation.
h. Project Completion:
    i. When Contractor requests that substantial completion be granted for the Project (or applicable portions thereof), the Construction Manager will conduct, in company with City's representative, a review of the Project for conformance with the design concept of the Project and general compliance with the construction contract documents. Coordinate with Consultant as appropriate regarding any reviews of the work that are deemed necessary. Support the Consultant in the development of a list of deficiencies to be corrected by the Contractor before recommending Substantial Completion be granted and/or any partial release or reduction of retainage is made.
    ii. Support the Consultant in conducting a final review of the Project for conformance with the design concept of the Projects and general compliance with the construction contract documents.

2. Construction Management Roles
    a. Construction Manager / Assistant Construction Manager. Primary Responsibilities of the CM include the following:
        i. Primary Responsibilities of the CM include the following:
        ii. Work with City staff when needed to coordinate construction activities that may impact the City's ongoing operations. Coordinate upcoming shut-downs at the plant and prepare a Shut-Down Request Form following the City's policies and procedures.
        iii. Attend progress meetings and report on project progress.
        iv. Review daily construction reports prepared by the Inspectors and discuss any issues noted with the Inspector and other parties as required.
        v. Monitor overall construction of the project and determine that construction is in conformance with Contract Documents. Recognize when an issue might impact or improve scheduling or construction operation on another known efforts and bring this to the attention of the City’s Project Manager.
        vi. Support administration and negotiations of claims with Contractor with support from the Consultant.
        vii. Verify that the inspectors have reviewed the quantities of work in place, review the payment requests and supporting documentation,

and recommend the amount the Contractor be paid on monthly and final payment requests.

viii. Administer Construction Contracts: Prepare project documentation in accordance with the contract documents.

ix. Manage the receipt, logging, control, tracking, and timely processing of all Project documents.

x. Schedule and conduct construction progress meetings with Contractor, City, Consultant, and other staff.

xi. Attend other on-site project related construction meetings, as needed.

xii. Review Shop Drawings received from the Contractor for conformance with the Contract Documents' submittal requirements and administrative completeness. Distribute shop drawings to the appropriate Consultant staff and monitor the responsiveness of the Consultant during the review process.

xiii. Work directly with the Consultant to see that documentation and submittals provided for review are returned with adequate and timely written review comments. Determine that design issues related to requests for information on construction documents, Shop Drawing reviews, and proposed contract modifications are adequately addressed.

xiv. Consolidate written comments on Shop Drawings and other submittals by the Consultant and return to the Contractor.

xv. Review Contractor Requests for Information. Distribute requests to inspectors, City PM, other appropriate staff, and Consultant when applicable and coordinate timely response. Review answers and prepare formal response to Contractor pursuant to contract documents.

xvi. Prepare notices of defective work. Coordinate the resolution of non-compliant work with the Contractor, and the City. Document and follow up on non-conforming work to determine that acceptable correction of defects is accomplished.

xvii. Review schedules presented in accordance with the Contract Documents.

xviii. Review and coordinate approval of a Schedule of Values. Conduct monthly schedule and progress payment meetings with the Contractor. Work with the Contractor to have pay requests ready for City processing in accordance with the Contract Documents. Determine that documentation required for measurement for payment of work is in place and that the materials on hand are accurate.

b. On-Site Representatives:

i. Provide Electrical Instrumentation & Controls inspection services.

ii. Primary responsibilities of On-Site Representatives include the

following:

- Serve as point of contact for the Owner, with primary responsibility for construction quality assurance.
- Observe construction work daily to determine that construction is in conformance with Construction Contract Documents. In this effort the On-Site Representatives will endeavor to protect the City against defects and deficiencies in the work of contractor.
- Prepare Daily Construction Reports (DCRs) documenting daily construction activities in Construction Management site, number of construction staff on site, equipment staged and/or operating on site, visitors to the site, discussions of any field issues with any parties, and any other information pertinent to or potentially impacting the Project.
- Assist the CITY staff when needed to coordinate construction activities that may impact the CITY's ongoing operations.
- Coordinate the efforts of CMT laboratories and technicians.
- Verify quantities of work in place and assist Owner in the review of the payment requests and supporting documentation.
- Attend periodic project coordination meetings (semi-monthly or monthly) when requested by the Owner to provide updates and inputs on construction progress and issues as appropriate.
- Attend other project related construction meetings as needed.
- Assist Owner in preparation of notices of defective work. Assist in coordinating the resolution of non-compliant work with the contractor. Document and follow up on non-conforming work to determine that acceptable correction of defects is accomplished.
- Maintain a working set of record documents. Determine that measurements required for record documents are taken before work is covered.
- Take photographs to document differing site conditions, change order and claim items, and any special or unique conditions as they arise.

c. Limitations of Authority of Construction Management:
   i. The CM and On-Site Representatives will not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by City and Consultant via Change Order, Field Order, or other written authorization for or-equal items.
   ii. The CM and On-Site Representatives will not exceed the authority as set forth in Agreement or the Contract Documents.
   iii. The CM and On-Site Representatives will not undertake any of the responsibilities of Contractor, Subcontractor, Suppliers, or

Contractor's superintendent.

iv. On-site representative services do not relieve the Contractor of its contractual responsibility for construction quality.

v. The CM and On-Site Representatives will not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

vi. The CM and On-Site Representatives will not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of City or Contractor.

d. Schedule:

i. Refer to the following list for the On-Site Personnel.

Position	**Budgeted Hours**
Construction Manager and Civil, Mechanical, Structural RPR (28 hours/week)	1,200*
Electrical RPR	0**

*Assumes 15 months of the construction period and does not include additional seasonal shift work during the summer.
**Assumes electrical RPR needs are shared with the Post Oak WWTP 12.5-kV Distribution System and Generator project.

e. Deliverables:

i. Monthly invoices and Project Status Reports (submitted electrically by email and saved to Construction Management site).

ii. Daily Construction Reports, including photos, will be loaded into Construction Management site.

f. Recurring Meetings:

i. Possible Bi-weekly construction progress meetings with City, CM, and Contractor to discuss construction specific topics.

ii. Monthly project meetings with City, Contractor, Consultant, and CM Team for the benefit of the City Staff to provide overview of progress of construction and to discuss any major project issues.

III. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

A. **Additional Services not included in the existing Scope of Services** – City and Consultant agree the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

a. Staking of the Centerline of the proposed Project for utility coordination. The Consultant or its surveyor shall stake the centerline throughout the extent of the Project. The beginning and the end of the Project shall be designated. The points of intersection, points of curvature, and points of tangency of all horizontal curves shall be designated. Stations and half-stations (50-foot and 100-foot) shall be designated throughout the entire Project, on tangential and curvilinear portions. Said centerline control is to be established in a timely fashion as directed by City staff. Said centerline control markings are to be a one-time event and shall be of a nature to last a minimum of eight months.
b. Furnish descriptive instruments related to the acquisition of easements and/or rights-of-way. The description of these parcels should be rotated to match the bearings of the individual deeds. The payment for these instruments will be made on a per parcel basis unless otherwise indicated. As part of providing instruments for right-of-way acquisition, the Engineer/Surveyor will need to stake the corners of the acquisition.
c. Appearances before hearings for eminent domain proceedings are specifically not included in the specified per parcel payment.
d. Appearances before regulatory agencies.
e. Assistance to the City as an expert witness in any litigation or claim, arising from, or in connection with, the Project.
f. Special investigations involving detailed consideration of operation, maintenance, and overhead expense; preparation of rate schedules; preparation of special reports and an engineer's certificate as required for marketing bonds; earnings and expense statements; preparation of assessment rolls; special feasibility studies; appraisals; valuations; and material audits or inventories required for certification of force account construction performed by the City.
g. Detailed mill, shop, and/or laboratory inspection of materials or equipment.
h. Geotechnical Investigation & Report - obtain the services of a qualified geotechnical engineering laboratory to conduct soil and foundation investigations, including test borings, soil tests, and analyses of test

results.

i. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
j. Preparation of report, sketches, drawings, presentations, and permit applications involving environmental, historical, and archaeological considerations.
k. Revision of reports and Construction Contract Documents after specific approval by City.
l. Subsurface Utility Engineering that involves Level “A” or “B” identification of a utility.

EXHIBIT B
PROJECT BUDGET SUMMARY

I. Basic Services (Expected Completion: March 2027

A. General Construction Administration Phase Services (PM)	**$**	**53,493.00**
B. Meetings and Site Visits	**$**	**82,966.00**
C. Construction Administration	**$**	**290,347.00**
D. Resident Project Representative	**$**	**297,525.00**
Total Basic Services (T&M)		***$724,331.00***
Project Budget, Grand Total (Not-To-Exceed)		***$724,331.00***

EXHIBIT C

GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

A. Files shall be done in DWG/DXF format.

B. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.

C. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.

D. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.

E. The file shall contain required features for the project type as detailed below:

a. Pre-Construction/As-Built Plans and/or Record Documents:
   i. Layers from Final Plat Requirements as Applicable to Project Type.
   ii. Water Utility Features.
   iii. Sanitary Sewer Features.
   iv. Storm Sewer Features.

F. Each required feature group should be provided as a separate layer within the file.

G. Layer names should be representative of the information contained in the layer.

H. Line work should be done per accepted industry norms.

Text should not be smaller than 0.08” on a full size sheet, and should be a font such at Simplex, Calibri, or Arial.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

I. CONSULTANT'S RESPONSIBILITY. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. GUIDELINES FOR DIRECT EXPENSES.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as

a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.

G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.

H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.

I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.

B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

V. GENERAL INSURANCE REQUIREMENTS.

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

VI. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

VII. CERTIFICATE OF INSURANCE – A Certificate of Insurance and policy endorsement(s) evidencing the required insurance shall be submitted prior to execution of the Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and policy endorsement(s) shall also be provided to City prior

to the date the Agreement is renewed or extended.

VIII. INSURANCE CHECKLIST – "X" means that the following coverage(s) is required for this Agreement.

		Coverage Required	Limits
X	1.	Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
X	2.	General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate
___	3.	XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate .
X	4.	Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate
X	5.	Umbrella Coverage of Excess Liability Coverage	▪ An amount of $2,000,000.00 ▪ Minimum $2,000,000.00 in the aggregate

X 6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

X 7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title and bid number.

___ 11. Other Insurance Requirements (State Below):

EXHIBIT F
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

EXHIBIT G
RATE SCHEDULE

ATTACHMENT A
PLUMMER ASSOCIATES, INC
HOURLY FEE SCHEDULE
2026

Category	Rate
Administration	
A1	$ 100.00
A2	$ 110.00
A3	$ 125.00
A4	$ 145.00

Category	Rate
CAD Designers	
C1	$ 130.00
C2	$ 140.00
C3	$ 165.00
C4	$ 185.00
C5	$ 210.00

Category	Rate
Resident Project Representatives	
RR1	$ 140.00
RR2	$ 150.00
RR3	$ 160.00
RR4	$ 180.00

Category	Rate
Construction Managers	
CM1	$ 160.00
CM2	$ 170.00
CM3	$ 185.00
CM4	$ 210.00
CM5	$ 230.00
CM6	$ 270.00
CM7	$ 320.00
CM8	$ 340.00

Category	Rate
Electrical Engineers and Specialists	
EE1	$ 155.00
EE2	$ 170.00
EE3	$ 195.00
EE4	$ 230.00
EE5	$ 260.00
EE6	$ 300.00
EE7	$ 350.00
EE8	$ 370.00
EE9	$ 390.00

Category	Rate
Engineers/Scientists	
ES0	$ 95.00
ES1	$ 155.00
ES2	$ 170.00
ES3	$ 190.00
ES4	$ 220.00
ES5	$ 250.00
ES6	$ 270.00
ES7	$ 325.00
ES8	$ 360.00
ES9	$ 390.00

Category	Rate
Geospatial	
LS1	$ 130.00
LS2	$ 135.00
LS3	$ 150.00
LS4	$ 175.00
LS5	$ 220.00
LS6	$ 265.00
LS7	$ 280.00

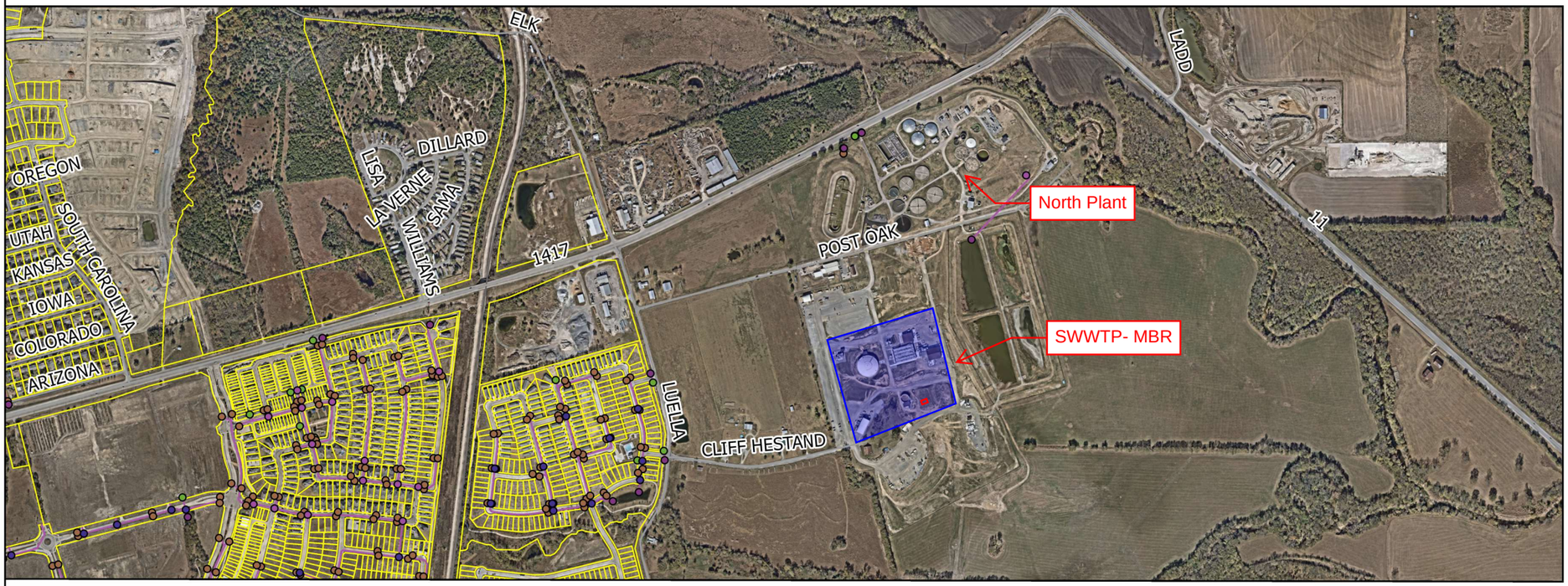
Category	Rate
Telecommunication Designers	
TD1	$ 130.00
TD2	$ 140.00
TD3	$ 160.00
TD4	$ 175.00

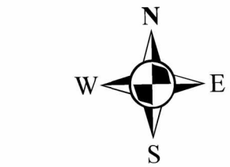
Category	Rate
Professional	
P1	$ 140.00
P2	$ 160.00
P3	$ 220.00
P4	$ 300.00
P5	$ 375.00

Billing rates may be adjusted up to 5 percent annually (at the beginning of each calendar year) during the term of the agreement.

A mulitiplier of 1.15 will be applied to all direct expenses.

Fleet vehicles charge at $1,500 per month, $150 per day.





0 750 1,500 Feet



0 125 250 Feet

NOT FOR CONSTRUCTION

Sherman
CLASSIC TOWN, BROAD HORIZON

ENGINEERING DEPARTMENT

EXHIBIT

SWWTP-MBR
SOLIDS THICKENING

NO.	ISSUE	DATE

SHEET 1

Date Printed: 12/2/2025 12:46 PM

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.4.

Meeting Date: 4/20/2026

Prepared By: Jacob Pannell, Senior Civil Engineer

Approved By:

Caption:

**** RESOLUTION NO. 7640***

Authorizing the Greater Texoma Utility Authority (GTUA) to Submit a Water Supply and Infrastructure Grant application to the Texas Water Development Board on behalf of the City of Sherman

Issue:

To consider authorizing the Greater Texoma Utility Authority (GTUA) to submit a Water Supply and Infrastructure Grant application to the Texas Water Development Board on behalf of the City of Sherman.

Background:

House Bill 500, passed during the 89th legislative session, appropriated $1.038 billion in funds for water supply and infrastructure projects to the Texas Water Development Board (TWDB). This is a one-time opportunity for a limited number of Texas communities to receive grant funding to implement water supply or water infrastructure projects.

Through coordination with GTUA, we would like to pursue this grant for the construction costs of the WTP Biofouling Mitigation and Backwash Ground Storage Tank projects.

The TWDB application process requires that entities must submit a resolution from their governing body requesting the financial assistance.

Capital Improvement Program:

The WTP Biofouling project is 26-019 and the Backwash Tank project is 26-009.

Origination:

Engineering Department

Financial Consideration:

There is no financial consideration for this item.

Staff Recommendation:

It is recommended to authorize GTUA to apply for this grant on behalf of the City of Sherman.

Alternatives:

As may be recommended.

Attachments:

1. Resolution No. 7640

RESOLUTION NO. 7640

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE GREATER TEXOMA UTILITY AUTHORITY (GTUA) TO SUBMIT A WATER SUPPLY AND INFRASTRUCTURE GRANT APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD ON BEHALF OF THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the Greater Texoma Utility Authority is authorized to submit a Water Supply and Infrastructure Grant Application to the Texas Water Development Board on behalf of the City of Sherman.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TX on this the 20th day of April 2026.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.5.

Meeting Date: 4/20/2026

Prepared By: Jimmy Mrozinski, Solid Waste Superintendent

Approved By:

Caption:

**** RESOLUTION NO. 7641***

Authorizing the Purchase of 95-Gallon Trash Carts for Residential Use from Rehrig Pacific Company through Sourcewell

Issue:

To consider the purchase of residential trash carts for use with Residential Solid Waste Collection.

Background:

The Solid Waste Division is requesting to purchase 95-gallon trash carts. This purchase will be used for the replacement of deteriorating trash carts, as well as for the placement of trash carts at new residences throughout the city of Sherman. The purchase of Trash Carts from Rehrig Pacific Company would be through the cooperative Sourcewell, whom the City of Sherman is a member of, under contract #120324.

Capital Improvement Program:

Origination:

Solid Waste Department

Financial Consideration:

The Solid Waste Division will purchase trash carts from Rehrig Pacific Company in an amount not to exceed $100,000.00 from Fiscal Year 2025-2026. The purchase(s) will be made no later than September 30, 2026.

Staff Recommendation:

It is recommended that Council award the purchase of residential trash carts to Rehrig Pacific Company, utilizing the cooperative Sourcewell.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7641
2. Rehrig Contract 120324
3. Affidavit of Ownership - 4.7.2026 signed ec
4. Form 1295 Certificate 101518462 - City of Sherman ec
5. City of Sherman Verifications and Certifications Required by Law - 4.7.2026 signed ec

RESOLUTION NO. 7641

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF 95-GALLON TRASH CARTS FOR RESIDENTIAL USE FROM REHRIG PACIFIC COMPANY THROUGH SOURCEWELL; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed to authorize purchase of 95-gallon trash carts from Rehrig Pacific Company through Sourcewell totaling no more than One Hundred Thousand dollars and Zero cents ($100,000.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's current Fiscal Year 2025/2026 budget.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 20th day of April 2026.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
TERI FINE, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Docusign Envelope ID: 688620B6-9838-4326-A2DD-84E5E2E6F98D

MASTER AGREEMENT #120324
CATEGORY: Plastic Refuse and Recycling Containers with Related Technology Solutions
SUPPLIER: Rehrig Pacific Company

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rehrig Pacific Company, 900 Corporate Center Dr., Suite 600, Monterey Park, CA 91754 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 4, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #120324 to Participating Entities. In Scope solutions include:

   a) Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition;
   b) Lift and tipping solutions for stationary carts and dumpsters;
   c) Maintenance, repair, and similar services of containers; and,
   d) Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in subsections a.-c., above.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

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i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

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4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

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defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

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Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

    d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

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court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

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subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Rehrig Pacific Company
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Rebecca Vara 56D629544AB04A7...
By: _____	By: _____
Jeremy Schwartz	Rebecca Vara
Title: Chief Procurement Officer	Title: Vice President of Sales - Environment
Date: 4/23/2025 | 8:39 AM CDT	Date: 4/23/2025 | 8:33 AM CDT

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RFP 120324 - Plastic Refuse and Recycling Containers with Related Technology Solutions

Vendor Details

Company Name:	Rehrig Pacific Company
Does your company conduct business under any other name? If yes, please state:	Rehrig Pacific or Rehrig
Address:	900 CORPORATE CENTER DR. SUITE 600 Monterey Park, , CA 91754
Contact:	Kendria Street-Miller
Email:	KSMiller@rehrig.com
Phone:	214-980-4652
HST#:	95-4608797

Submission Details

Created On:	Tuesday October 15, 2024 17:17:48
Submitted On:	Sunday December 01, 2024 16:02:23
Submitted By:	Kendria Street-Miller
Email:	KSMiller@rehrig.com
Transaction #:	b4fca488-84d5-4c7f-889c-d2b42953fad1
Submitter's IP Address:	104.189.236.122

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Rehrig Pacific Company	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	D.B.A Rehrig Pacific or Rehrig	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UMEHLXJJARK9	*
5	Provide your NAICS code applicable to Solutions proposed.	326199 /541990	
6	Proposer Physical Address:	900 CORPORATE CENTER DR. SUITE 600 Monterey Park, CA 91754	*
7	Proposer website address (or addresses):	www.rehrigpacific.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jack Weber National Account Manager- Municipal Sector 900 CORPORATE CENTER DR. SUITE 600 Monterey Park, CA 91754, jweber@rehrig.com (949) 254-5781	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rebecca Vara VP, Sales 900 CORPORATE CENTER DR. SUITE 600 Monterey Park, CA 91754 RVara@Rehrig.com (610) 909-5099 (mobile)	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ryan Paulk, Director, Sales Operations 900 CORPORATE CENTER DR. SUITE 600 Monterey Park, CA 91754 rpaulk@rehrig.com (479) 295-7859 (mobile)	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Rehrig Pacific Company is an American-owned and operated manufacturer founded in 1913. A world-leading plastic container manufacturer, technology provider, and supply chain expert that committed to providing exceptional value and partnership for our customers. We have a family tradition of growth, service, and innovation that began over 100 years ago with the supply of wooden crates for the automotive industry and today has evolved into logistics optimization for over eleven (11) industries. For the past thirty (30) years Rehrig has grown to become the largest roll-out cart and recycling bin manufacturer in North America with seven (7) company-owned manufacturing facilities strategically located nation-wide. Rehrig Pacific Company also has a manufacturing facility in Queretaro, Mexico that serves our customers in Mexico, Central and South America. Possessing the industry's largest production capacity of roll-out cart producing machines and molds, Rehrig Pacific Company can meet the needs of our customers through short lead-time frames as well as handle order quantities of any size and type. Having multiple manufacturing plants strategically located brings our manufacturing closer to our customers which helps optimize delivery timing, reduce freight costs and reduce harmful carbon emissions. Rehrig Pacific Company Mission Statement: The Rehrig Pacific Family celebrates our people and empowers them to create innovative solutions that effectively and responsibly move goods, resources and ideas. Rehrig's Core Values: Family, Service, Growth, Intrapreneurship and Innovation.	*
12	What are your company's expectations in the event of an award?	Our expectation is to continue to work closely with Sourcewell and the growing number of participating entities who use the Sourcewell Cooperative Agreement to mutually grow our business. Our Rehrig salesforce is constantly exploring opportunities to grow our customer base and our solutions to meet the growing needs of the Industries and Customers we support, especially those within the Municipal Sector. With the industry's largest market share in roll-out carts, Rehrig will be leveraging this partnership to enable prospective municipal customers to purchase our products easily by avoiding the lengthy and costly bid process. Our projected growth for our Municipal business is 4% annually with much of this growth via the Sourcewell contract and partnership	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	This strategy ensures a robust and multi-faceted approach to promoting the Sourcewell opportunity, leveraging our extensive industry experience and marketing capabilities to drive awareness and engagement. Revenue and Sales • FY24 Net Sales: $650 million • Current Ratio: 1.70 • Total Assets: $425 million Our substantial asset base and ongoing investments ensure we continue to innovate and deliver value. Please see uploaded financials outlining Rehrig Pacific Company's financial strength.	*
14	What is your US market share for the Solutions that you are proposing?	Presently our US market share is around 40%. Rehrig Pacific has been supplying the Solid Waste & Recycling Industry with various recycling bins and residential automated collection roll-out carts since the 1980's and early 1990's respectively. Over this time Rehrig has manufactured and shipped more than 45 million roll-out carts throughout North America, successfully partnering with some of the North America's largest and most elite Solid Waste & Recycling operations including Los Angeles, Seattle, Milwaukee, Madison, San Diego, Phoenix and Chicago. During this same time Rehrig Pacific has also gained supplier status with several of the industry's largest regional and national private haulers including Waste Management, Republic Waste, Waste Connections, and GFL.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Rehrig Pacific Company's Canadian market share is 40% and growing rapidly.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	We do not have any current or completed bankruptcy proceedings within the past seven years.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Rehrig Pacific Company is a manufacturer who produces proprietary products and sells them directly to the end user (Municipal and Private Sectors). All of our products being proposed are sold by Rehrig Pacific's company-employed direct sales team. Employing the industry's largest sales team, Rehrig's Environmental Sales Team consists of a VP-Sales, a Director of Sales, (3) Regional Sales Managers, (4) National Account Managers, and (14) Territory Sales Managers. Our sales team also consists of (8) Account Specialists who provide dedicated customer service and support for our Customers and our Sales Team on a daily basis. Our infrastructure does not require the need for dealer or distributor network. Our sales team and our (7) domestic, company-owned manufacturing facilities provide the capacity, capabilities and support required to meet the needs of our new, existing and growing number of customers.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Rehrig Pacific Company maintains proper DOT Registration & Licensing for over the road shipping and Assembly & Distribution. Our roll-out carts are industry ANSI-Standard compliant. We also hold current business licenses and/or certificates of good standing with all 50 US State & Canada as required. We also have certifications for our bear resistant containers through the Wildlife Management Institute for our 95G & 65G semi-automated and 35G Fully automated bear carts	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Rehrig Pacific Company has no debarments or suspensions or been included in possible Responsible party within the past seven years.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In the past five (5) years Rehrig Pacific has been recognized for several accomplishments in various areas of the industry. •Great Place to Work 2019-2024: One of the recent accomplishments includes being certified four years in a row as a Great Place to Work (2019-20, 2020-21, 2022-23, 2023-24). This certification came through surveys where employees expressed their satisfaction and positive sentiment about working for such a great company. •Ecovadis sustainability rating in February 2024 and Ecovadis Bronze rating in 2021. Fortune Best Workplaces in Manufacturing & Production in 2021 and 2022. •2021 Recycling Champion Award from the Florida Recycling Partnership Foundation. •In 2020 Rehrig Pacific was awarded the Sustainability Partnership Game Changer Award by the National Waste & Recycling Association for its effort to increase post-consumer resin (PCR) in roll-out carts by 10 percent. •In 2018, Rehrig Pacific was awarded the Large Supply Chain Pioneer of the Year award for leading innovation in the Supply Chain Industry. •Rehrig Pacific is a proud recipient of multiple OSHA awards for safety across a number of our US plants ensuring team member injuries continue to decrease year over year. •Rehrig Pacific prioritizes community service and each year partners with organizations that help give back to the community including Habitat for Humanity, Los Angeles Regional Food Bank, Kenosha's Pollinator Patch Program, and more.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Rehrig Pacific's sales to the Governmental Sector has ranged from 30-32% driven by the efforts of our Environmental Sales Team. The size of our Municipal/Government Sector business fluctuates each year based on the number of municipalities who are seeking to automate their collection service with plastic automated containers. Additionally, factors like the Covid-19 pandemic, recessions, and tight budget constraints can impact a municipality's decision to automate their collection in any given year. Strategically, Rehrig Pacific is projecting that cities will continue to convert their collection systems to automated collection and will continue to leverage Technology solutions to optimize their operations.	*
22	What percentage of your sales are to the education sector in the past three years?	Less than one percent. It is important to understand that educational institutions do not purchase our products directly. The municipalities and private waste haulers who collect their waste & recyclables are the entities who purchase our products. This being said, Rehrig Pacific will sell any educational institution who is interested in purchasing our products and services directly.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	1) Omnia Partners with an average of 25 million annually. 2) Massachusetts State Contract with an average of $300K annually.	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	n/a We do not hold any GSA contracts.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Kansas City, MO	Louis Cummings	816-513-3600	*
City of Columbia, MO	Steve Hunt	573-874-7264	*
Clay County, FL	Milton Towns	904-284-6374	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Our Environmental Sales Force includes the following key personnel: • 1 Senior VP of Sales • 1 VP of Sales • 2 National Account Managers focused on the Municipal Sector • 3 Regional Sales Managers • 14 Territory Sales Managers • 8 Account Specialists Our entire sales force is strategically located across North America and Canada. The National Account, Regional, and Territory Sales Managers will serve as the primary points of contact for our customers. Their responsibilities include: • Promoting and selling products/solutions using a consultative approach to both existing and prospective customers within their designated territories. • Developing and presenting solutions using Rehrig products and services to key decision-makers, effectively articulating the value of our solutions in addressing clients' organizational challenges. The Rehrig Pacific sales team, at various management levels, receives product and sales training up to three times a year to ensure they maintain up-to-date knowledge on products, industry trends, and technical information. Additionally, our sales team are supported by eight Account Specialists who provide dedicated customer service and support on a daily basis (Customer Service). Our Account Specialists partner with our sales territory managers with managing all of our customer's needs. Our sales force is supported by our corporate and manufacturing staff, who provide remote back office and operations support. The support teams include: • Sales Operations • Procurement (Resin, Materials, Tooling, Logistics) Customer Experience (Customer Service) • Human Capital (HR/Training) Manufacturing • New Product Development/Design EH&S (Safety) • Sustainability • Service Operations (Cart Maintenance/Assembly & Delivery) Technology • Operations Support (Implements and supports our Vision Software Technology platform)	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Rehrig Pacific Company and our dedicated, company-employed sales team sell our proprietary products directly to the end-user. With seven (7) roll-out cart producing plants strategically located throughout the United States, Rehrig can provide the industry's shortest lead times and shortest freight lanes, eliminating any reason to utilize a distribution network.	*

28	Service force.	All of our customer's needs and requests are received by our dedicated company-employed Sales and Customer Service team. If the needs of our customers are related service-related solutions including but not limited to Assembly & Distribution and Cart/Container Maintenance, the Rehrig Pacific company-employed Service Operations Team will receive feedback on those needs from our Sales and Customer Service Team and will engage with our customers to implement solutions consistent with needs and timing of our customers. Our Rehrig Pacific Service Operations Team engages with our customers to support projects across the United States and in Canada	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Rehrig Pacific Company implements JD Edwards (JDE) as its Enterprise Resource Planning system. As such, sales orders are submitted into JDE, and Sales Representatives work closely with their Account Specialists in submitting sales orders.Upon submission into JDE,sales order forms are input with a category code that keys the order as a Sourcewell Cooperative purchasing order. For reporting sales, quarterly sales reports are generated from JDE by selecting and running the report using the Sourcewell category code.Subsequently, the report is reviewed by the relevant Sales Representatives, Account Specialists, and Sales Managers. After review and approval by the relevant parties, the sales report is sent to Sourcewell and, simultaneously, Accounts Payable for processing and payment.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The role of our Account Specialists (Customer Service) is to be the primary point of contact between Rehrig Pacific and our customers. Our Account Specialists are responsible for maintaining customer accounts and files, providing product, solution and service information across all aspects of Rehrig's vertical businesses and industries. The position partners with the Sales Team, fellow Account Specialists, Production, Inventory Control, Scheduling, Shipping, Logistics and Finance teams to ensure customer accounts, order status, production receipts, and shipping are accurate in the system. Responsible for scalability of multiple accounts to small accounts and medium customers with high complexity. The Account Specialists report to the Customer Service Manager for the Environmental Business Unit. Our Environmental Account Specialist Team consists of eight (8) members strategically assigned to Sales Representatives. With eight Account Specialists covering fourteen sales representatives, our better than 1:2 ratio ensures our customers are receiving prompt accurate and professional customer service. Some of the key accountabilities for our Account Specialists include: *Setting up new customer accounts *Maintaining and updating customer records and files *Take customer orders either directly from customers or Sales Representatives *Lead all post sales efforts to ensure customers' needs are met and have a positive buying experience. *Communicate with customers regarding items such as order status, quotations, order changes and confirmations, as well as any complaints or questions *Expedite, track and review customer scheduling requirements *Initiate correction process to resolve customer complaints and service requests *Review customer warranty and submit warranty claims	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Rehrig Pacific Company considers our relationship with Sourcewell to be a beneficial one and we look forward to continuing our relationship. With our market share and industry influence, we have the ability and willingness to provide our products and services to Sourcewell participating entities in the United States. Our current Co-Op contract is a go to sales tool for the Rehrig sales force to provide value to our customers. We currently offer and ship our solutions to municipalities in all 50 states. Our seven (7) manufacturing facilities make the prospect of servicing such a large customer in a large country that much easier.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All of Rehrig Pacific Company's products and services offered in our proposal are available for sale in Canada. Rehrig Pacific employs a Canadian national who has been very successful in selling our containers and technology solutions to cities in Canada. Our manufacturing facilities in Kenosha, WI and Erie, PA provide nearby manufacturing to service and support the Canadian market. Toronto, Calgary, and Edmonton are just three of Rehrig's largest municipal customers.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Rehrig Pacific Company will serve any qualified Sourcewell members in North America.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	As stated earlier, Rehrig Pacific typically does not sell our products to the Education Sector but would certainly sell these members if they had any reason to purchase our containers directly. Once again, we are a company with a far-reaching sales force and the ability to service Sourcewell members in all regions. Our competitors are part of several cooperative purchasing contracts. Currently Rehrig has only one contract with a nationally recognized cooperative purchasing organization and only one with a state contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Rehrig Pacific does not have any restrictions that would apply to members in Hawaii, Alaska or US Territories.	*

36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Rehrig Pacific will extend terms of the cooperative agreement to any entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Rehrig Pacific Company considers our relationship with Sourcewell to be a beneficial one and we look forward to continuing our relationship. With our market share and industry influence, we can provide our products and services to Sourcewell participating entities in the United States, demonstrating our confidence in the value our association serves. Our Sourcewell Co-Op contract is a valuable sales tool for Rehrig, aligning with our strategy to showcase our products, services, and people. To strengthen that relationship, our marketing strategy leverages a comprehensive mix of digital and traditional media to maximize visibility and engagement within the Waste and Recycling industry. We aim to highlight the benefits of cooperative purchasing through Sourcewell, emphasizing our leadership and expertise. This strategy will be implemented across several segments: 1. Trade Shows and Industry Engagement Rehrig Pacific Company participates in numerous regional and national trade shows annually, showcasing our products and services. We are a major sponsor of the National Waste & Recycling Association (NWRA), which hosts Waste Expo, the industry's largest trade show, attracting thousands from both municipal and private sectors. Additionally, we sponsor and are members of The Solid Waste Association of North America (SWANA), which hosts the annual WasteCon trade show. Our sales team also attends various regional trade shows throughout the year. We will highlight our partnership with Sourcewell through our booth designs at these events. Examples: •Major Events: Actively participate in over 50 national and regional events annually. Key sponsorships include the premier annual industry event Waste Expo in May, where we have been the Registration Sponsor for the past five years and the Opening Night Party Sponsor for the past three years. We are a major sponsor of the National Waste & Recycling Association (NWRA), which hosts Waste Expo •Booth and Signage: Secure prime booth locations and prominent signage at major trade shows to enhance visibility. •Speaking Engagements: Participate as speakers and panel members to showcase our thought leadership. 2. Website Our recently updated, user-friendly website provides Sourcewell members with detailed information about our products and services, including specifications, technology services, case studies, videos, sustainability efforts, office locations, and contact information. We will use the website to amplify our partnership with Sourcewell and showcase our growing network of partner brands and companies. Examples: •Video Content: Develop videos for municipalities that showcase the partnership with Sourcewell and its impact on their waste and recycling programs. •Advertorials: Co-author advertorials for Waste Today and Waste 360 to explain the benefits of cooperative purchasing. •Targeted Campaigns: Align on targeted LinkedIn campaigns to build awareness of the power of cooperative buying. 3. Digital Marketing Rehrig Pacific maintains an active presence on LinkedIn, Facebook, Twitter, and YouTube, publishing unique content weekly about our brand, products, services, trade shows, conferences, awards, and recognitions. We have focused on enhancing our LinkedIn presence and sharing our story as an integrated solutions provider. We also highlight new product launches, partnerships, and employee recognition through video content and social banner posts. Examples: •Website and Collateral: Continuously update our website and marketing collateral to reflect on the latest case studies, videos, and success stories related to Sourcewell. •Social media: Utilize both paid and organic LinkedIn campaigns. Paid campaigns will run for 4-6 months annually, focusing on key trade shows and events. Organic posts will be scheduled 2-4 times per month, featuring rollouts and updates. •Email Marketing: Deploy targeted email campaigns timed around major trade shows and specific events to drive engagement and awareness. 4. Advertising We advertise in several industry publications, including Waste 360, and execute digital marketing campaigns across various platforms to reach target audiences. Our past campaigns have utilized Facebook, Google, and LinkedIn for banner ads, video ads, and sponsored content. We also run paid search ads on Facebook and Instagram. Additionally, we distribute direct mail advertisements and publish press releases to highlight new product releases, partnerships, and municipal contract acquisitions. Examples: •Waste 360: Maintain an always-on digital presence with banner ads, high-impact ads, eblasts, and sponsored content such as videos and advertorials.	*

		•Waste Today: Combine print and digital strategies with full-page ads, advertorials, and digital promotions, including retargeting and email blasts. 5. Sponsorships & National/Business Group Meetings We host special guests, including partners and customers, at our national sales meetings. As a Sourcewell vendor, we encourage Sourcewell representatives to attend and speak to our sales team about the benefits of cooperative purchasing contracts. We also invite partners and customers to visit our RISE (Rehrig Innovation Showcase Experience) Center in Dallas, where they can learn about our company's history, products and services. Examples •Industry Events: Support major industry events and over 50 regional events per year, including silent auctions, charity events, and golf tournaments. •Community Initiatives: Engage in community-focused initiatives to build goodwill and strengthen our brand presence. 6. Measuring Engagement To measure engagement effectively, we will implement a variety of metrics and tools tailored to each marketing tactic: •Digital Marketing Metrics: Track website traffic, page views, time spent on pages, and conversion rates using tools like Google Analytics. Monitor LinkedIn engagement through likes, shares, comments, and click-through rates (CTR). Track email marketing metrics such as open rates, click-through rates, and conversion rates. •Paid Media Metrics: Measure impressions, CTR, and conversion rates for digital ads on platforms like Waste 360 and Waste Today. Assess the effectiveness of retargeting efforts by tracking engagement and conversion rates. •Trade Shows and Industry Engagement Metrics: Track the number of attendees visiting our booth and participating in our sponsored events. Measure the number of leads generated and their subsequent conversion rates. Collect feedback from event participants through surveys. •Creative and Co-Branded Initiatives Metrics: Track views, watch time, and engagement on videos. Measure the reach and engagement of co-authored advertorials through publication metrics and reader feedback. •Sponsorships and Community Engagement Metrics: Track the number of events sponsored and the level of engagement. Collect feedback from community initiatives. •Overall Performance Metrics: Calculate ROI for each marketing tactic, measure customer acquisition cost (CAC), and assess customer lifetime value (CLV). By regularly monitoring these metrics, we can adjust our strategies to optimize engagement and ensure the success of our marketing efforts.	
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Rehrig Pacific Company proudly partners with Salesforce, using tools like Pardot to create effective marketing email blasts and digital campaigns. These tools help us reach our targeted audience with precise messaging. By leveraging Salesforce's CRM, we can identify new sales leads and maintain diligent communication throughout the sales funnel. Each month, we review analytics reports from our website and digital platforms to analyze the success of our recent messages. This helps us determine if adjustments are needed in banners, copy, and other content. On social media, our focus over the past year has been on amplifying our story, products, services, and sustainability efforts through unique content, including videos, banners, and sell sheets, particularly on LinkedIn. This strategy has significantly grown our digital presence, expanding our network, increasing company followers, and boosting monthly impressions, visitors, and engagement on our posts.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Rehrig's expectation is that Sourcewell will continue to grow the number of eligible participating members who can purchase from or through our agreement. We also expect Sourcewell to continue to support their Vendors in states and cities where procurement practices might preclude them from purchasing off the Sourcewell agreement.Regarding our sales process, our sales organization on the Environmental team will continue to emphasize and promote cooperative purchasing to all prospective Sourcewell members.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	EDI is an industry-accepted form of eProcurement, and we regularly receive PO's and send invoices via EDI to several of our larger customers. We also have customers that use services like Ariba and Coupa for which we can selectively publish catalog items for more advanced use cases.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Our automated roll-out carts typically do not require user training, as Municipal Public Works Departments and Sanitation Divisions are already well-versed in their use. Each container is marked with instructions on proper operation and handling. Our sales team is also available to conduct specific product training sessions upon customer request. For our Vision Technology products, Rehrig Pacific provides comprehensive training.This includes hardware installation training during program startups,as well as ongoing software training to ensure effective use of the technology. Rehrig Pacific Company offers our customers the opportunity to tour any of our seven U.S.-based manufacturing plants. These tours provide a firsthand look at the processes used to manufacture and ship our solutions. Additionally, our Rehrig Innovation Showcase Experience (RISE) in Dallas serves as an educational resource, promoting the history, use, and innovation of our products to both customers and employees.	*
42	Describe any technological advances that your proposed Solutions offer.	Vision Software: Rehrig Pacific's proprietary Vision Software was developed internally to provide city and county collection operations with enhanced visibility.Our offerings include Work Order and Inventory Management,Service Verification,Visual Verification, Industrial Container Tracking, and other applications designed to help cities improve efficiency and reduce costs in their collection operations. Co-Injection Manufacturing & Use of PCR: Rehrig Pacific has made significant investments in Co-Injection technology. This process allows us to produce roll-out carts using recycled materials while maintaining our customers' brand colors. As state and federal legislation increasingly requires products to be made with recycled materials, municipalities are demanding that roll-out carts contain at least 30% post-consumer recycled plastic (PCR). Typically, PCR material is multi-colored, making it difficult for competitors to produce carts in colors other than black. However, our Co-Injection process enables us to use multi-colored PCR material for the cart's core while applying the municipality's chosen color to the exterior. This ensures that we can meet legislative requirements and customer preferences for standard colors like green, blue, brown, yellow, and grey.	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Green Initiatives: For over a century Rehrig Pacific Company has provided containers to various industries, including waste and recycling containers to an array of customers throughout North America. In the early 1970’s using new grades of recyclable resins and high-pressure molding, Rehrig Pacific began to develop environmentally friendly products. Our containers are manufactured to last, ensuring that quality and length of time used is part of our sustainable promise. We can design and build the right solutions for our customers using a variety of recycled material to meet their needs, while keeping their branding intact. Here is a snapshot of some additional Sustainable initiatives Rehrig Pacific practices. Recyclability: Today, all Rehrig Pacific’s waste and recycling products are 100% recyclable. Because they are 100% recyclable Rehrig offers a Buy Back program (included in our pricing proposal) that allows our customers to return their end-of-useful life (Rehrig) containers back to Rehrig for scrap value. Rehrig uses this material in the manufacturing of new products. As a company, Rehrig Pacific uses nearly 60 million pounds of recycled plastic sourced from both post-industrial and post-consumer waste streams. Every Rehrig product made can be recycled into another Rehrig product at the end of its service. Eco-friendly products are not just good for the environment; they are good for business and an integral strategic part of how we operate. Carbon Footprint: Our seven manufacturing facilities are strategically located throughout the country, decreasing the distance it takes to transport our products to our customers and reducing the amount of carbon emissions released into the atmosphere. In addition, our efficient design of our carts means we can fit more product per truckload, reducing the number of required shipments for the same overall amount of product. With the industry’s greatest capacity (7 locations) we estimate a carbon emissions reduction of 6.6 million pounds (an 86% reduction by comparison) when compared to other cart suppliers who have far greater freight lanes. Rehrig’s manufacturing footprint, design innovation, and efficiency in serving every corner of the country means less emissions, less complexity, and a lot more value to the Municipal customer base. Zero Waste Production: Rehrig takes great pride in our effort to create a “waste free environment” in our manufacturing facilities. Our “Zero Waste" Production Processes ensure that all scrap resin, packaging, and byproduct is reused in the manufacturing process. No aspect of our roll out cart production is wasted; as we recirculate cooling water used in our molds and reclaim our hydraulic fluid. Returnable Packing Containers: At our core, Rehrig Pacific Company has been manufacturing returnable, reusable shipping containers since the early 1960’s. Companies such as Walmart, Pepsi-Cola, Coca-Cola, Kroger and Anheuser-Busch have been purchasing unique proprietary containers from Rehrig to ship their products to market. These containers are designed to be returned and re-used again, often making hundreds of turns. These products have essentially replaced one-way packaging that often ends up in our country’s landfills. Affiliations with TRP and APR: Today Rehrig Pacific Company has partnered with organizations like The Recycling Partnership (TRP) and the Association of Plastics Recyclers (APR). Our partnerships with these two organizations are a commitment by Rehrig Pacific Company to become leaders in the reuse of various recycled materials. This commitment is helping today’s struggling recycling industry find a home for recycled material that is no longer accepted in China and is destined for our landfills and oceans. Our investment in our Co-Injection molding process allows Rehrig to purchase and reuse bulky rigid recycled material. Our commitment is to close the loop and help municipalities meet increasing state and federal recycling goals. In partnership with TRP, Rehrig Pacific Company has committed to the reuse of ocean plastics. With our commitment, Rehrig is helping to find a home for bulky rigid material and reduce the number of plastics from entering our oceans.	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	•EcoVadis Sustainability Rating Feb 2024 & Bronze Rated in 2021- EcoVadis is the global standard sustainability management platform for trading partners to equally identify areas of accomplishments and opportunities for improvements with regards to sustainability topics. The platform monitors performance while driving continuous improvement. An EcoVadis Rating provides the requesting company/organization with a trusted assessment of their CSR performance, while enabling their suppliers (RPC) to map out the company's sustainability infrastructure. We rank in the 50th percentile which means Rehrig scored higher than or equal to 50 percent of all companies rated by Ecovadis. •Operation Clean Sweep (OCS) Member Since 2021 Operation Clean Sweep is an international program administered by the American Chemistry Council (ACC) and the Plastics Industry Association, (Plastics) designed to prevent resin pellet, flake and powder loss and help keep this material out of the marine environment. All 7 of our U.S. cart manufacturing plants have made the Operation Clean Sweep ® (OCS) pledge and have become an OCS program partner to help control plastic resin loss worldwide. OCS members commit to making zero pellet loss a priority, assess their company's situation/needs, raise employee awareness, and create accountability and look for ways to improve the program. We must requalify every year to maintain this status. •The Only Cart Manufacturer named a Funding Partner of the Recycling Project-the Recycling Partnership is a national nonprofit organization dedicated to transforming recycling systems across the United States. Their mission is to build a better recycling system by making packaging more circular and meeting collective climate and sustainability goals. To become a funding partner, organizations must be committed to supporting the mission of The Recycling Partnership, participate in strategic discussions /initiatives to improve recycling systems and collaborate with other partners and stakeholders to achieve common goals. •ISO/TS 22002-4 certified locations. We have two (Lawrenceville, GA and Dallas, TX) that are ISO/TS 22002-4 certified, and we are working to obtain certification to this standard in our other plants.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Rehrig Pacific has been a family-owned business for more than 113 years. Rehrig Pacific has 7 U.S. based and Company-Owned manufacturing facilities, each capable of meeting the needs of our Environmental Customers Rehrig Pacific has an in-house dedicated Sales Team, Customer Service Team and Service Operations Team with expertise and long-standing track record of exceeding the expectations of our customers. Rehrig Pacific has the industry's largest menu of roll out containers and ancillary products and services available to Sourcewell members to meet ALL their container needs, technology needs, and ancillary service needs from ONE VENDOR. As an example, municipalities can purchase roll-out carts, specialized roll out carts for Organics collection, plastic commercial containers, award winning bear-resistant carts, public litter containers, office and apartment recycling bins, and rectangular and round recycling bins ALL FROM ONE SOURCE. In addition, Sourcewell members are also able to purchase Rehrig' s proprietary Vision Technology solution without having to source this technology from a third party. Conversely, many competing roll-out cart manufacturers who offer technology are buying third party technology or using off the shelf technology. Rehrig Pacific's Buy Back plan allows Sourcewell members to return their old containers to Rehrig to earn scrap value for their containers at the end of their useful life. Lastly, and most important to Sourcewell members, Rehrig Pacific's infrastructure of 14 Territory Sales Manager and 8 Account Specialists, and the industry's greatest capacity gives more Sourcewell members the opportunity to take advantage of shorter lead times, shorter freight lanes, freight cost savings, and a satisfied customer experience without having to purchase their needs from several manufacturers.	*

46	Describe advancements reflected in the equipment or products offered such as safety, longevity or life cycle cost measures.	Rehrig Pacific Company uses the high-pressure injection- molding process to manufacture almost all our products. Specifically, in many of our roll out carts we also leverage proprietary co-injection technology/process that allows us to incorporate recycled plastic into the core of the products we manufacture while maintaining the desired visual appearance consistent with our customer's brand/color preference. Five of the six (6) leading manufacturers of roll-out carts use the injection- molding process. You will hear equally compelling rationale behind the injection-molding versus rotational molding processes. In the end, the quality of a roll-out cart is not so much about the manufacturing process but rather more centered around three crucial components, product design, material quality and manufacturing. For example, a roll-out cart vendor can have a well-designed roll- out cart but if there is sub-par material being used, or if there isn't enough of the required UV Stabilizer being used, the cart will fail. Same thing is true for manufacturing, regardless of if it's a rotationally molded cart or an injection- molded cart. If the production of the cart is jeopardized in any way, (run too quickly, not cooled long enough, the mold is not filled completely, etc.) the product will fail. That being said there are some important inherent advantages to injection molding. As an injection molder, our molds are designed to include varying geometry in the container's design. Simply, an injection cart mold can have several different wall thicknesses throughout its design. Conversely, a rotationally molded roll-out cart can only have one (or the same) wall thickness throughout the cart. Having the ability to incorporate greater or wall stock in areas of the roll-out cart that sustains greater abuse from the lifting equipment is crucial to the longevity of the cart. The Rehrig cart for example, has greater wall thickness in the bottom and gripping areas by the grab-bar and by the handles where the lids are attached. The rotational molded process only allows for ONE wall thickness, meaning they cannot "beef up" their roll-out cart in places where the roll-out cart experiences the most wear and tear. Injection molders can incorporate more PCR and more types of PCR into their products versus a rotational molder. A rotational molder uses a powder form of resin, making it difficult at best, to incorporate various types of PCR. Lastly, injection molders can produce roll-out carts faster compared to rotational molders. This is crucial to consider when municipalities are looking to purchase large quantities of roll- out carts in a short period of time.	*
47	Describe your organization's approach to the collection, storage, usage, ownership, protection, access, and rights of customer data that is gathered in the normal course of doing business.	Rehrig Pacific Company follows the NIST Cybersecurity Framework v2 to ensure robust information security for both internal operations and customer data. We implement best practices like least privilege, segregation of duties, and security logging. All data handled by our employees, contractors, or third parties is protected under our detailed Data Classification and Protection Policy, ensuring the security of all non-public information. The NIST Cybersecurity Framework is a set of guidelines developed by the U.S. National Institute of Standards and Technology (NIST) to help organizations manage and reduce cybersecurity risks. Please see https://csrc.nist.gov/pubs/cswp/29/the-nist-cybersecurity-framework- csf-20/final to learn more about the NIST cybersecurity Framework	*
48	Describe how your offering encourages/facilitates increased participation and efficiencies in recycling and diversion programs.	Rehrig Pacific is dedicated to making a positive impact on the world, both now and in the future. Our mission is driven by sustainability, and our solutions support a circular economy for our customers. Our products are designed to be recyclable at the end of their life. We collaborate with customers to reclaim end-of-life products and reuse the materials in the production of new carts and containers through our proprietary co-injection process. We have an in-house materials laboratory that evaluates alternative materials. We continuously explore the use of materials like Post-Consumer Resin (PCR) to divert waste from landfills. Roll-Out Cart Features: Our carts are manufactured using the co-injection method with PCR. This process allows us to incorporate more types and quantities of PCR compared to rotational molding, which uses powdered resin and limits PCR integration. We also offer a buyback credit for broken or damaged carts. Technology Features: Our Vision Technology Solution includes several applications that municipal collection operations use to improve efficiency in collecting solid waste, recycling, and organic waste. These technologies, along with our roll-out carts, play a significant role in increasing participation in recycling and diversion programs.	*
49	Identify if your offered technology solutions are available through mobile device applications and with which operating systems they are compatible.	Rehrig's Vision Technology is available through mobile device applications using Apple (ios) and Android operating systems.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Rehrig Pacific is not a certified as any type of disadvantaged business. Because we are a direct manufacturer, we are limited to what we can sub-contract business out to. However, whenever possible Rehrig Pacific Company opts to sub-contract out portions of our contracts to MBE/WBE/DVBE companies who are able to obtain certification in the municipalities we service.	*
51		Minority Business Enterprise (MBE)	○ Yes ◉ No	No, we are not certified as an MBE	*
52		Women Business Enterprise (WBE)	○ Yes ◉ No	No, we are not certified as an WBE	*
53		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	No, we are not certified as an DOBE	*
54		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	No, we are not certified as an VBE	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	No, we are not certified as an SDVOB	*
56		Small Business Enterprise (SBE)	○ Yes ◉ No	No, we are not certified as an SBE	*
57		Small Disadvantaged Business (SDB)	○ Yes ◉ No	No, we are not certified as an SDB	*
58		Women-Owned Small Business (WOSB)	○ Yes ◉ No	No, we are not certified as an WOSB	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Payment Terms: Net 30 Days	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	Rehrig Pacific Company offers leasing and financing options through Rehrig Financial Services (RFS). Rehrig has been successful in helping cities with financing our various products, especially during tight budget constraints brought on by the Covid-19 pandemic. Upon request, Rehrig will also work with Sourcewell members 3rd party financing companies.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Rehrig Pacific prepares and delivers a proposal document to municipal customers. This document highlights our company's capabilities, values, the quality of our products, and the vehicles we offer to meet municipal needs. Once an opportunity is awarded, we confirm the details through a quote sheet that specifies the awarded products and their specifications.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Rehrig Pacific does accept P-Card but not offer terms through this process payment would be due upon receipt. If the customer requests our terms of Net 30 then they would be required to send a check or wire payment.	*

63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Rehrig Pacific Company has submitted line-item pricing. Our pricing model is one that is proposing “ceiling pricing" for our products and ancillary services and technology. This price model protects Rehrig Pacific from volatile fluctuations in our raw material (resin) costs. Historically, we have found that municipal orders can vary in size and scope, with some cities needing as few as a hundred containers, to other municipalities who are potentially purchasing thousands and tens of thousands of containers. Our pricing model includes language that would allow a Sourcewell member to work with their Rehrig sales representative for large strategic opportunities. In essence, our pricing is always somewhat negotiable but never higher than the proposed pricing we have submitted in our proposal.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Rehrig Pacific does not set a pricing discount. Rehrig's pricing is by line-item and represents ceiling pricing. This affords the opportunity for municipalities to receive more competitive pricing on larger opportunities.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Rehrig's pricing is by line-item and represents ceiling pricing. This affords the opportunity for municipalities to receive more competitive pricing on larger strategic opportunities.	*
66	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Just as we have been offering Sourcewell members on our current agreement, Rehrig is proposing a line item titled, “Sourced Goods Option”. This line item will allow any Sourcewell member to purchase ancillary and/or related products at Cost +15%.	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All of our Sourcewell pricing exclusive of freight and applicable sales tax. Freight cost can vary depending on which Rehrig location the product(s) are produced and shipped from. Spare parts components for our products are available and listed on our proposal and are exclusive of freight and applicable tax. Rehrig has submitted pricing for our Vision Technology items such as hardware installation, training setup and warranty calls.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Rehrig Pacific Company makes great efforts to ensure that our products are received by our customers in a safe, secure, professional, and timely manner. As we do with all our customers, Rehrig will negotiate the most competitive freight rates for the Sourcewell members. Rehrig Pacific Company works directly with third party logistics companies where our annual volume and long-standing relationships provide Rehrig with very competitive freight rates. Once a customer requests a quotation for our products, Rehrig Pacific’s Logistics Manager solicits freight quotes from our list of Rehrig-qualified freight carriers. Based on the quotes received, and considering their availability and price, Rehrig then determines which freight carrier will be chosen. Freight charges are always included in our quotations and will appear on the Sourcewell member’s invoices.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Rehrig uses the same process for Canada, Alaska, Hawaii and offshore locations as we use in the contiguous 48 states. The freight carrier base we utilize is also the same. Our freight quotations to these locations include all applicable taxes and tariffs. Our shipments to Hawaii are loaded directly onto the shipping container in which we load. For Alaska, the process is different. Rehrig loads our product onto 53’ dry vans and the goods are then delivered to the Port of Seattle and trans-loaded onto an intermodal or ocean container and then a barge for their destination. Here they are then trans-loaded into dry-van trailers for final mile delivery. The freight rate Rehrig quotes include all these services.	*

70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As part of our Services product offerings, Rehrig Pacific offers the Assembly & Distribution of our roll-out carts to Sourcewell members' residences. What is unique to Rehrig is that we perform this service internally using company-employed personnel and equipment to offload, assemble and deliver our residential roll-out carts to the individual residences city-wide. Having this service integrated into our offerings eliminates any setbacks or delays by any sub-contracted third-party Assembly & Distribution company. Rehrig is the only roll-out cart manufacturer who offers and manages this service in-house.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Rehrig Pacific Territory Sales Manager will work with Sourcewell members to ensure the pricing offered and quoted to those members is consistent with the Sourcewell agreement. The quote documentation will be stored in Salesforce and will have Sourcewell documented, and this will be entered into our ERP System (JDE) once the orders are received and confirmed. All invoicing for subsequent orders from Sourcewell members will be coded in JDE as being associated with Sourcewell and it is these codes that will enable the quarterly reporting to Sourcewell.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Our internal metrics will focus on measuring actual performance and activities against the expectations and goals outlined in our Sales Team Key Accountabilities. These accountabilities highlight areas aligned with our Strategic Plan and annual Budget. Each Sales Team member, across all geographical regions, will have proportional goals and responsibilities aimed at maximizing the potential of municipal strategies, leveraging Sourcewell as a key resource to enhance our engagement with municipal customers. We will regularly track actual versus expected results for our Key Accountabilities using Salesforce. Both quantitative and qualitative approaches will be used to evaluate the health of our opportunity pipeline, ensuring our progress aligns with the strategic goals set forth in the Key Accountabilities. Additionally, monthly tracking of actual versus expected results for our annual Budget will be conducted, with action plans developed to address any discrepancies. For Marketing and Outreach Effectiveness, we will monitor metrics such as the number of marketing campaigns, leads generated, and conversion rates from our efforts targeting Sourcewell participating agencies. Activity for these metrics will be documented and measured in Salesforce, which will enable us to optimize strategies, enhance customer engagement, and achieve superior business outcomes. Rehrig utilizes Salesforce as a means for leveraging and measuring all aspects of our sales team including performance and sales (budgets). Using various tools within Salesforce, our sales reps are tracked to measure their activity and are held accountable for developing a list of top 5 municipal prospects. As a company, we also track our monthly and quarterly sales for Sourcewell with an annual goal of increasing our sales 3-5% annually.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Rehrig Pacific Company will agree to pay Sourcewell a two percent (2%) administrative fee on all sales (less freight and applicable taxes) completed and signed through the Sourcewell/Rehrig contract. Administrative fee to be paid quarterly or as frequently as Sourcewell prefers.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered does not fit the categories above. Please specify the basis for the pricing offered, including any unique circumstances or justifications that apply.	The nature of our business is to offer participating entities the most competitive pricing at the time. Each individual opportunity is viewed based on timing, size and scope. Pricing will vary from opportunity to opportunity because of this. Rehrig Pacific' commitment will be that we offer the same pricing we would offer them under any other cooperative purchasing agreement. *

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Rehrig Pacific Company is proposing the most complete menu of plastic containers routinely used within the Solid Waste & Recycling Industry today. Rehrig Pacific Company is proposing vertically integrated Technology and Service Solutions which were developed to bring visibility to Solid Waste & Recycling collection operations, helping them to gain efficiency and drive out cost. Recycling Bins Our vast menu of products includes various sizes of curbside recycling bins used in manual recycling collection programs. These products include 14 and 18-gallon curbside recycling bins, 25 and 32-gallon Round curbside recycling bins, a 4-gallon Office Paper recycling bin, a 6-gallon Apartment recycling bin and a 2-gallon Food Waste collection bin. Residential Roll-Out Carts for Recycling, Solid Waste, Yard Waste/Organics Collection. Our complete line of residential collection containers used in semi-automated and fully automated collection programs include the commonly preferred sizes of 35- gallon, 65-gallon and 95- gallon roll-out carts. In addition, Rehrig also offers an 18- gallon (65- liter), a 20-gallon (80-liter) and a 100-liter container for Organics collection. Lastly, Rehrig Pacific offers a patented IGBC certified Bear Resistant roll-out cart in 35, 65 and 95-gallon sizes. Rehrig also offers various accessories and styles of gravity locks designed for programs who experience high scavenging rates or simply want to protect the waste stream inside the container. Rehrig's roll- out carts have been the choice of some of the Solid Waste Industry's more elite collection programs including the Cities of Los Angeles, Seattle, Edmonton, San Diego, Toronto. * Commercial Containers & Public Litter Containers Rehrig Pacific also offers a line of plastic commercial containers used in the collection of commercial waste and recycling. Our Public Litter Containers (PLC's) are also offered and are used for the collection of waste in city parks and downtown areas. Services Rehrig Pacific Company, under our Field Service Group, offers services related to the Solid Waste Industry. These services are performed internally by Rehrig Pacific employees and include Assembly & Distribution, Container Management, Cart Reclamation/Removal, RFID Retrofitting Services, Route Auditing, Yard Cleanups, Mailers and Software Technology. Rehrig's proprietary Vision software platform includes several applications to track assets in real time using RFID and GPS. Our Vision technology provides multi-level visibility that helps reduce operating costs, increase sales, and preserve capital. Vision Technology Applications include Work Order + Inventory, Service Verification, and Industrial Container Tracking. Material Buyback Rehrig Pacific Company provides a Buyback program where Rehrig Pacific Company will repurchase Rehrig's containers that have reached the end of their useful life. The repurchase will be at the current rate of scrap high density polyethylene (HDPE) at the time of sale multiplied by the number of pounds of material retrieved from each container minus freight.
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	In addition to our core plastic, Rehrig Pacific offers ancillary products services related to the Solid Waste & Recycling industry. These products can be categorized as Technology and Services Offerings and are included in our proposed pricing. *

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
77	Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	(•) Yes ( ) No	Rehrig Pacific can offer all these products to participating entities. •Residential-sized refuse and recycling containers in three sizes and models: •95,65 and 35 Gallons •Enviroguard (EG) and Nestable Bar (NB). •We offer collection bins in the following sizes: •18 Gallon Huskylite Recycling Bin •Open Handle 32Gallon Round Can •25 Gallon Round Can •We offer the following Bear Carts sizes •Fully Automated 95 & 65 Bear Resistant Roll Out Carts •35 Gallon Semi-Automated Bear Resistant Roll Out Cart. Our Carts are easy for residents to roll to the curb, robust and compatible with automated lift arms, and are constructed from high-quality, durable plastic with the ability to include recycled materials	*
78	Lift and tipping solutions for stationary carts and dumpsters	( ) Yes (•) No	Rehrig Pacific does not offer tipping solutions, but we do have an in-house design team capable of working with our customers to develop solutions to meet their needs, challenges and goals.	*
79	Maintenance, repair, and similar services of containers	(•) Yes ( ) No	Rehrig Pacific offers a comprehensive cart maintenance program. We manage the delivery, pickup, repair, and maintenance of all roll-out carts in your service area. For a monthly fee per cart, we handle requests from residential customers for new pickup service, end of service, additional carts, cart size changes, lost or stolen carts, and cart repairs. Our local field service team responds promptly and courteously, adhering to your established customer protocols.	*

80	Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in line 77-79, above.	(•) Yes ( ) No	•Work Order + Inventory enables real time confirmation of container movements without the need for manual reporting. It can provide visibility into container stock, inventory, eliminating the need for manual checks. •Service Verification captures accurate collection data with RFID and photo exception events with truck-mounted RFID and Camera Hardware that directly feeds into Vision reporting and Map Center. Eliminates the need to scroll through footage for collection proof and aggregates data to manage route balance and reduce call-backs,confirms that drivers pick up on schedule, bins are in the right places,and work is getting done on time. •Visual Verification provides a two-camera system that captures visual evidence of services, or attempted services, which are easily documented and verified. With this service, customers can capture service completion, identify curbside contaminants and record bulky pick-ups. •Industrial Container Tracking lets you know where your containers are through an easy-to-use interface that loads onto your existing iOS or Android devices, reducing the need for manual drivers and physical confirmation Scalable and secure, Vision® Technology uncovers opportunities for enhanced efficiency, leading to improved outcomes and increased resident satisfaction.	*

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 81. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Line Item	Do you have exceptions or modifications to propose?	Acknowledgement *
81		( ) Yes (•) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Rehrig Pacific Company - Pricing - Sourcewell RFP 120324 Plastic Containers-Final.xlsx - Sunday December 01, 2024 16:01:04
- Financial Strength and Stability - Rehrig Pacific Company - Rehrig Financials - RFP 120324 Plastic Containers.pdf - Tuesday November 26, 2024 18:38:42
- Marketing Plan/Samples - Rehrig Pacific Company - Marketing Plan - RFP 120324 Plastic Containers.pptx - Wednesday November 20, 2024 11:30:10
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - City of Kansas City- 65G Trash February 2024 Final_Redacted.pdf - Thursday November 07, 2024 12:28:34
- Requested Exceptions (optional)
- Upload Additional Document - RPC Response to Sourcewell RFP #120324 Plastic Refuse&Recycling Containers & Tech. Solutions..pdf - Wednesday November 27, 2024 10:33:52

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jack Webber, National Accounts Manager- Municipal Accounts , Rehrig Pacific Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Plastic_Refuse_Recycling_RFP_120324 Mon November 25 2024 05:22 PM	☑	2
Addendum_3_Plastic_Refuse_Recycling_RFP_120324 Fri November 8 2024 02:45 PM	☑	1
Addendum_2_Plastic_Refuse_Recycling_RFP_120324 Tue October 29 2024 05:02 PM	☑	1
Addendum_1_Plastic_Refuse_Recycling_RFP_120324 Mon October 28 2024 03:45 PM	☑	1

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.6.

Meeting Date: 4/20/2026

Prepared By: Jim Cross, Water Systems Manager

Approved By:

Caption:

**** Resolution No. 7642***

Awarding a Bid to and Authorizing Execution of Contracts with Multiple Vendors for the Annual Supply of Chemicals for the Sherman Water Treatment Plant

Issue:

To consider the purchase of chemicals for use in the treatment of drinking water for the City of Sherman.

Background:

The Water Production Services Department is requesting to purchase chemicals for the effective treatment of drinking water. The City advertised for bid on March 3rd and March 12, 2026, with a public opening on March 19, 2026, at 2:00 PM. Announcement of the chemical bids were received by 42 vendors and the City received bids from 13 companies, with chemicals to be awarded as follows:

Liquid Aluminum Sulfate - Chemtrade Chemicals US
Citric Acid - Chemrite Inc
Fluorosilicic Acid -Pencco Inc
Hydrochloric Acid- Shrieve Chemical
Liquid Ammonium Sulfate - Pencco Inc
Liquid Chlorine - PVS DX
Liquid Copper Sulfate - Chameleon Industries
Sodium Bisulfite - Univar USA
Sodium Hydroxide - Brenntag Southwest
Sodium Hypochlorite - Shrieve Chemical
Sodium Metabisulfite - Univar USA

NOTE: One chemical, Sodium Chloride, received two bids that were identical in price, vendor qualifications, and product compatibility. In the case of identical bids, per Texas Local Government Code 271.901., the selection of a vendor shall be done by the casting of lots by the governing body / City Council.

The two companies with identical bids are:

1 - Mid-America Chemicals
2 - Univar USA

The winning selection will be added to the approved vendor list.

Capital Improvement Program:

Origination:

Water Production

Financial Consideration:
Chemical costs will be charged to the Water Production Department which is currently funded in FY2026 at $940,000.

Staff Recommendation:
Staff recommends Council award the purchase of water treatment chemicals to the listed companies.

Alternatives:
As directed by City Council

Attachments:
1. Resolution No. 7642
2. Brenntag Council Item
3. Chameleon Council Items
4. Pennco 1 Council Items
5. Pennco 2 Council Items
6. PVS DX Council Items
7. Shrieve 1 Council Items
8. Shrieve 2 Council Items
9. Univar 2 Council Items
10. Univar 3 Council Items
11. TIE 2-Univar 1 Council Item
12. TIE 1-Mid America Council Item
13. Chemtrade Council Items

RESOLUTION NO. 7642

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF CONTRACTS WITH MULTIPLE VENDORS FOR THE ANNUAL SUPPLY OF CHEMICALS FOR THE SHERMAN WATER TREATMENT PLANT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That bids are hereby awarded to multiple vendors for an annual supply of chemicals to be used at the Sherman Water Treatment Plant in accordance with the City's specifications; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute contracts of sale with multiple vendors for said annual supply of chemicals to be used at the Sherman Water Treatment Plant, in accordance with all contract documents attached hereto and made a part hereof for all purposes. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2025-2026 budget.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 20th day of April 2026.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____

TERI FINE, CITY CLERK **SHAWN TEAMANN, MAYOR**

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____

RYAN PITTMAN, CITY ATTORNEY

AGREEMENT FOR Sodium Hydroxide(Commodity)

The **City of Sherman, Texas**, a home-rule municipality ("City"), and Brenntag Southwest, LLC (LLC, Partnership, Inc. etc.) ("Contractor"), hereby enter into this Agreement for Sodium Hydroxide ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS City desires to engage Contractor to supply Sodium Hydroxide under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Deliverables.
   Contractor shall provide the commodities and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the commodities and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Deliverables").

2. Term.
   The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement. City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
   In exchange for Contractor providing the Deliverables in accordance with the Agreement Documents, City agrees to pay Contractor in accordance with the Vendor Pricing, attached hereto as Exhibit B. To the extent the terms of the Agreement Documents conflict with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, as amended ("Chapter 2251") or Subchapter I of Chapter 271 of the Texas Local Government Code, as amended ("Chapter 271"), the terms of Chapter 2251, Chapter 271 and the Agreement Documents shall control in that order.

   City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that City shall be obligated to pay monies owed Contractor for Deliverables it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

A. This Agreement.

B. Specifications, attached hereto as Exhibit A

C. Vendor Pricing, attached hereto as Exhibit B.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A or Exhibit B are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations, or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified below for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth below.

GENERAL INSURANCE REQUIREMENTS –

X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
X	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
___NO__	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
___NO__	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
X	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.00

7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

11. The Certificate of Insurance must state the project title.

INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing

work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

7. No Prohibited Interest; Vendor Disclosure.
Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of Ownership. Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict-of-Interest Questionnaire, Form CIQ.

8. Indemnity.
CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT 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 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 CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. 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.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services or providing deliverables for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify City in writing.

11. Termination.

City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently provide the Deliverables in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then City shall have the right to terminate this Agreement and

complete the work in any manner it deems desirable, including engaging other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without waiver of any other right or remedy of City.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall it be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

15. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial

consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.
The parties agree that the indemnity provision set forth herein is conspicuous and the parties have read and understood the same.

23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance with herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: _____
Attn: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
Email: _____

If to City, to: City of Sherman
Attn: Dr. Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: zacharyf@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

24. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

26. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement

and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.
When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

29. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

30. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

31. Certifications Required by Texas Law.

(a) Anti-Boycott Verification. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(b) Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code. Contractor represents neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201 of the Texas Government Code. The foregoing

representation excludes Contractor and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanction's regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(c) Verifications Pursuant to Chapter 2276 of the Texas Government Code. Contractor hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001 of the Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(d) Firearms. Contractor hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) of the Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager

Date: _____

ATTEST:

Teri Fine, City Clerk

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorney

Brenntag Southwest LLC

By: W. Thomas Crain Jr.
Printed Name: W. Thomas Crain, Jr.
Title: President
Date: April 2, 2026

STATE OF TEXAS §
§
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared W. Thomas Crain, Jr. known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the President (title) and duly authorized representative for Brenntag Southwest LLC, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of April 6th, 2026.

NOTARY PUBLIC
Krisla Diane Cadenhead
Exp. 8/29/2028
ID No. 130800221
STATE OF TEXAS

Notary Public in and for the State of Texas
My Commission Expires: August 29, 2028

Exhibit A

SPECIFICATIONS

Scope

This specification covers sodium hydroxide solution for use in the treatment of potable water supplies as a means to control pH of finished surface water. The sodium hydroxide solution shall be supplied as 25 wt% and be ANSI/NSF Standard 60 approved. Sodium hydroxide shall be delivered in bulk shipments of approximately 5,000 gallons per delivery, estimated use is 150,000 gallons annually. Packaging and shipments shall conform to all applicable Federal, State, and Local laws and regulations.

Affidavit of Compliance

The VENDOR shall furnish to the PURCHASER an affidavit from the manufacturer or VENDOR attesting the sodium hydroxide furnished under this specification complies with ANSI/AWWA B501-17 requirement section. Also, the vendor shall furnish proof that the sodium hydroxide supplied complies with ANSI/NSF Standard 60.

Basis for Rejection

If the sodium hydroxide solution delivered does not meet the requirements of this specification, a notice of nonconformance shall be given by the PURCHASER immediately after observing said noncompliance. The results of the PURCHASER test shall prevail unless the VENDOR notifies the PURCHASER within five (5) working days after receipt of the notice of nonconformance that a retest is desired. On receipt of the request for a retest, the PURCHASER shall forward to the VENDOR one of the sealed samples taken in accordance with ANSI/AWWA B501-19 Section 5.1. In the event that the results obtained by the VENDOR on retesting do not agree with the test results obtained by the PURCHASER, the other sealed sample shall be forwarded, unopened, to an independent laboratory agreed on by both parties for analysis. The results of the independent analysis shall be accepted as final. The VENDOR shall pay for the cost of the independent analysis if the material does not meet the requirements of this specification. The PURCHASER shall pay for the independent analysis if it does meet the requirements of this specification.

Chemical Requirements

Liquid sodium hydroxide shall be supplied at a 25 wt% solution. The sodium hydroxide 25% supplied under this contract shall meet the chemical and physical requirements of ANSI/AWWA B501-17.

Impurities

The sodium hydroxide solution supplied according to this specification shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the sodium hydroxide solution. Verification shall conform to ANSI/AWWA B501-17

Packaging and Shipment

Liquid sodium hydroxide solution shall be shipped in properly clean tank trucks. The solution shall be made at the manufacturer's or VENDOR'S site. The solution shall be a homogeneous, well-mixed product as delivered to PURCHASER's point of destination.

Container Labeling

Each shipment of sodium hydroxide solution shall carry with it some means of identification. Identification shall include the net weight of the contents, the name of the manufacturer, the brand name (if any), and other markings as required by applicable laws and regulations. Container labeling shall conform to the Texas Hazard Communications Act — Container Labeling.

City of Sherman (TX)

Tabulation Report IFB #PROD-IFB9010-26 - Sodium Hydroxide

Vendor: Brenntag Southwest, Inc.

Code	Name	Item Description	Requested Brand	Alternative Brand	Item Vendor Reference #	Unit Price	Qty.	Unit	Total Price	Notes	Attachments
01	Sodium Hydroxide	This specification covers sodium hydroxide solution for use in the treatment of potable water supplies as a means to control pH of finished surface water. The sodium hydroxide solution shall be supplied as 25 wt% and be ANSI/NSF Standard 60 approved			N/A	$1.19	150000	Gallon	$178,500.00	N/A	
TOTAL									**$178,500.00**		

General Comments:

General Attachments: PROD-IFB9010-26_merge.pdf

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared W. Thomas Crain, Jr. (Full Name, hereafter "Affiant"), President (state title/capacity with Contracting Entity) of Brenntag Southwest LLC (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

Sodium Hydroxide

(describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[ ] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[X] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: Brenntag Southwest LLC

Business Address (No./Street) 610 Fisher Road

(City/State/Zip Code) Longview, Texas 75604

Telephone Number (972) 218-3500

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____) _____

Email Address (optional) _____

5% Owner(s) or More **(IF NONE, STATE "NONE.")**

Name: Brenntag North America LLC

Business Address (No./Street) 5083 Pottsville Pike

(City/State/Zip Code) Reading, PA 19605

Telephone Number (_____) _____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____) _____

Email Address (optional) _____

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

Orig. Dept.: _____ File/I.D. No.: _____

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____) _____

Tax Years _____

Status of Appeal (Describe) _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

W. Thomas Green Jr.

Affiant

SWORN TO AND SUBSCRIBED before me this 19th day of March, 2026.

(Seal)

NOTARY PUBLIC STATE OF TEXAS
Krisla Diane Cadenhead
Exp. 8/29/2028
ID No. 130800221

Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

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.**

Brenntag Southwest LLC

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.**

N/A

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.**

NONE

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

W. Thomas Crain, Jr.
Name of signatory

W. Thomas Crain Jr.
Signature

3/19/26
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1442324

Date Filed:
04/02/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Brenntag Southwest LLC
Longview, TX United States

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

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.
PROD-IFB9010-26
Sodium Hydroxide

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Brenntag North America, LLC	Reading, PA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is W. Thomas Crain, Jr., and my date of birth is 12/1/77.

My address is 7132 Tabor Dr., Dallas (city), TX (state), 75231 (zip code), USA (country).

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

Executed in Dallas County, State of Texas, on the 2nd day of April (month), 2026 (year).

W. Thomas Crain Jr.
Signature of authorized agent of contracting business entity
(Declarant)

City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, W. Thomas Crain, Jr., the undersigned representative of Brenntag Southwest LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, W. Thomas Crain, Jr., the undersigned representative of Brenntag Southwest LLC being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, W. Thomas Crain, Jr., the undersigned representative of Brenntag Southwest LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Discriminate against a firearm entity or firearm trade association"

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, W. Thomas Crain, Jr., the undersigned representative of Brenntag Southwest, Inc adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. “Critical Infrastructure” means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. “Designated Country” means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, W. Thomas Crain, Jr., the undersigned representative of Brenntag Southwest LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

W. Thomas Crain Jr. Signature of Company Representative

March 19, 2026 Date

President Position/Title



THE STATE OF Texas

COUNTY OF Dallas

BEFORE ME, the undersigned notary public on this day personally appeared W. Thomas Crain, Jr., on behalf of Brenntag Southwest LLC (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 19th day of March 2026.

NOTARY PUBLIC IN AND
FOR THE STATE OF Texas

City of Sherman
PO Box 1106 Sherman, TX 75091-1106

PROD-IFB9010-26
SODIUM HYDROXIDE

Expected Timeline:

Advertise	3/02 and 3/10/26
Question Deadline	3/12/26
Questions Answered	3/13/26
Estimated Council Approval	4/20/2026
Estimated Contract Start	5/01/2026

CITY OF SHERMAN, TEXAS

Bidder must submit their bid response utilizing the following:

1) Public Purchase at https://www.publicpurchase.com
2) In person at City Hall, 220 W Mulberry, Sherman, TX 75090 or
3) By courier, delivered to 220 W Mulberry, Sherman, TX 75090

Bid responses shall not be submitted by facsimile, email or other type of submission other than the stated deliveries.

Prices quoted must be held for a minimum of ninety (90) days from date of bid closing. In the case of estimated requirements, the prices shall remain firm during the term of the contract. Discount from list or clauses that are known as "escalator" or "cost-plus" responses shall not be accepted.

In the case of estimated requirements, the quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease, or delete any item or items being furnished while continuing to pay the price quoted regardless of quantity.

Bids must be submitted on units specified, extended and show total. In the event of discrepancies in extension, unit prices shall govern.

F.O.B./Damage: Items shall be bid F.O.B. Destination, delivered to the designated municipal facility and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in the case of damaged goods, shall ship replacement goods immediately upon notification of City staff. Bids subject to unlimited price increases shall not be considered. The City reserves the right to solicit bids for larger projects.

The enclosed INVITATION FOR BID (IFB) and accompanying specifications are for your convenience in bidding for the City of Sherman.

Bids may be submitted as follows:

City of Sherman
Finance Dept.

- **P.O. Box 1106**
  Sherman, TX 75091-1106
- **Electronically at www.publicpurchase.com**
- **By delivery at City Hall, address listed above.**

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Carla Hommel, City Hall, 220 W Mulberry St, Sherman, Texas 75092-1106, until the hour **2:00 PM on the 18th day of March 2026,** at which time bids duly delivered and submitted will be considered.

QUESTION AND ANSWER PERIOD

Questions will be received by email only. All questions MUST be sent to carlah@cityofsherman.com by March 12, 2026. Answers will be issued by addendum by March 13, 2026.

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council.

Each bid delivered to the City shall be sealed and clearly marked **Sodium Hydroxide 9010-26** on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.

Please note that all bids must be received at the designated location or through Public Purchase by the deadline shown. Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable. The Opening is scheduled for 2:00 p.m., Wednesday, March 4, 2026, at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

Bidders should carefully examine all terms, conditions, specifications, Evaluation Criteria, supplied agreement, and related documents. Should a bidder find discrepancies in, or omissions from, the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Carla Hommel, Purchasing Agent, at carlah@cityofsherman.com, or via phone at (903) 487-5976.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this service are not approved in the next fiscal year.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.

CHANGES OR ALTERATIONS

No part of this bid may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request, and approval by the City, will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item EXCEPT for the agreement. Only the awarded respondents shall be required to complete the agreement. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor and may be required to be a part of each bid. The City of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens delaying timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice

thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

Successful bidder(s) agrees to extend prices to all entities that have entered or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The responding bidders are financially responsible for their own preparation of their bid document response and any/all meetings or appointments associated with this bid. The City does not assume any financial liability in a bidder's cost for their bid response.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

Termination for Default: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the city in the event of breach or default of this contract. The City reserves the right to terminate this contract within ten (10) days in the event the successful bidder fails to 1) meet delivery schedules or 2) otherwise fails to perform in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award another to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting bidder.

Termination for convenience: The City reserves the right to terminate any resulting contract from this bid for convenience, by supplying the awarded bidder with at least thirty (30) days' notice.

Venue: Bidder shall comply with all Federal and State laws and City ordinances and Codes applicable to the bidders' operation under this contract. These specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in

Grayson County, Texas, where venue for any proceeding arising hereunder will lie.

The apparent silence of these specifications as to detail or to the apparent omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before the elapse of 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Requests for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL TERMS

The City of Sherman reserves the right to reject any, or all, bids received because of this IFB. If a bid is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider.

Bids must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. In the event it becomes necessary to revise any part of the IFB, addenda will be provided. Responses should be prepared simply and economically providing a straightforward, and concise description of the independent contractor's ability to meet the requirements of the IFB.

The price quotations from the contractor stated in this response will not be subject to any price increase from the closing date of this IFB to the mutually agreed date of contract.

The City of Sherman reserves the right to increase or decrease the number of services based upon annual budget constraints with fifteen (15) days' notice.

The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire IFB. The bidder agrees to indemnify and hold harmless from any claim involving patent right infringement or copyrights on goods supplied.

CONTRACT

Contract Period/Renewal Terms: This is an annual contract beginning May 01, 2026. The City shall allow for one (1) initial annual term from May 01, 2026 to April 30, 2027, allowing for up to four (4) additional one (1) year renewal options. Renewal options are not guaranteed and are based solely upon the written agreement between both the City and awarded vendor. Either party dissenting will terminate the contract in accordance with its initial specified term.

EVALUATION PROCESS

All submitted proposals will be reviewed by the City of Sherman for compliance with the specified IFB requirements. The selection committee will select which responses meet the requirements and those shall receive further evaluation.

Based on the firm's response to the IFB requirements, the selection committee will determine the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. Once the firm has been selected, the City will submit an agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

BEST VALUE EVALUATION CRITERIA

40% Pricing
20% References
40% Product availability, ability to provide specified product, and delivery availability

SPECIFICATIONS

Scope

This specification covers sodium hydroxide solution for use in the treatment of potable water supplies as a means to control pH of finished surface water. The sodium hydroxide solution shall be supplied as 25 wt% and be ANSI/NSF Standard 60 approved. Sodium hydroxide shall be delivered in bulk shipments of approximately 5,000 gallons per delivery, estimated use is 150,000 gallons annually. Packaging and shipments shall conform to all applicable Federal, State, and Local laws and regulations.

Affidavit of Compliance

The VENDOR shall furnish to the PURCHASER an affidavit from the manufacturer or VENDOR attesting the sodium hydroxide furnished under this specification complies with ANSI/AWWA B501-17 requirement section. Also, the vendor shall furnish proof that the sodium hydroxide supplied complies with ANSI/NSF Standard 60.

Basis for Rejection

If the sodium hydroxide solution delivered does not meet the requirements of this specification, a notice of nonconformance shall be given by the PURCHASER immediately after observing said noncompliance. The results of the PURCHASER test shall prevail unless the VENDOR notifies the PURCHASER within five (5) working days after receipt of the notice of nonconformance that a retest is desired. On receipt of the request for a retest, the PURCHASER shall forward to the VENDOR one of the sealed samples taken in accordance with ANSI/AWWA B501-19 Section 5.1. In the event that the results obtained by the VENDOR on retesting do not agree with the test results obtained by the PURCHASER, the other sealed sample shall be forwarded, unopened, to an independent laboratory agreed on by both parties for analysis. The results of the independent analysis shall be accepted as final. The VENDOR shall pay for the cost of the independent analysis if the material does not meet the requirements of this specification. The PURCHASER shall pay for the independent analysis if it does meet the requirements of this specification.

Chemical Requirements

Liquid sodium hydroxide shall be supplied at a 25 wt% solution. The sodium hydroxide 25% supplied under this contract shall meet the chemical and physical requirements of ANSI/AWWA B501-17.

Impurities

The sodium hydroxide solution supplied according to this specification shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the sodium hydroxide solution. Verification shall conform to ANSI/AWWA B501-17

Packaging and Shipment

Liquid sodium hydroxide solution shall be shipped in properly clean tank trucks. The solution shall be made at the manufacturer's or VENDOR'S site. The solution shall be a homogeneous, well-mixed product as delivered to PURCHASER's point of destination.

Container Labeling

Each shipment of sodium hydroxide solution shall carry with it some means of identification. Identification shall include the net weight of the contents, the name of the manufacturer, the brand name (if any), and other markings as required by applicable laws and regulations. Container labeling shall conform to the Texas Hazard Communications Act — Container Labeling.

Bid Worksheet

BID Number	CHEMICAL	ANSI/AWWA STANDARD	UNIT	UNIT PRICE	TOTAL ESTIMATED QUANTITY	TOTAL COST TO CITY
PROD-IFB9010-26	Sodium Hydroxide	ANSI/AWWA B501-17	GAL. $		150,000	$
	25%		Shipments (As needed)			

_____ _____

Signature Print

_____ _____

Company Date

You must include a current SDS with your bid worksheet. If you do not include the SDS, the City has the right to reject your bid.

If you are awarded this contract, you will be required to supply an SDS with each shipment of chemical.

AFFIDAVIT OF COMPLIANCE

_____ certifies that all _____

Chemical Suppliers Company Name Chemical Name

bid, supplied, & delivered to the City of Sherman for purposes of potable water treatment are in compliance with all specifications of the City of Sherman chemical bid document for calendar year 2023. Including all chemical certifications and quality assurances as stated.

So CERTIFIED on this the day _____ of _____

Day **Month/Year**

_____

Bidding Company Name

BY: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED TO BEFORE ME this the _____ day of _____ 2023

_____

Name

My commission expires:

Affirmation of Chemical availability

Can you provide the chemical and quantity required by the city? Yes _____ No _____

Please state the length of time for delivery of chemicals after receiving verbal and/or written (email) order: _____

Please provide any other information you'd like to share about your company:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Paper Bid Requirements:

If you choose to submit your bid response by paper, your documents shall include the following:

- Bid worksheet
- SDS for the chemical bid
- Affidavit of Compliance
- Affidavit of Ownership
- Form CIQ
- City of Sherman Verifications and Certifications Form (Boycott Israel, not doing business with a foreign terrorist organization, Boycott Energy companies, discriminate against firearm entity or firearm trade association, exclusion from remote access to, or control of, critical infrastructure in this State)
- References Form
- Affirmation of Chemical Availability
- Insurance acknowledgement

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared _____ (Full Name, hereafter "Affiant"), _____ (state title/capacity with Contracting Entity) of _____ (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

_____

(describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[ ] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

_____

_____

_____

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

5% Owner(s) or More **(IF NONE, STATE "NONE.")**

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____) _____

Tax Years _____

Status of Appeal (Describe) _____

_____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

_____
Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

_____
Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

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

_____ _____ _____

Name of signatory Signature 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.

City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

_____

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. “Discriminate against a firearm entity or firearm trade association”

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity ’s or association ’s status as a firearm entity or firearm trade association; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. “Critical Infrastructure” means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. “Designated Country” means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

_____ Signature of Company Representative

_____ Date

_____ Position/Title

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned notary public on this day personally appeared

_____, on behalf of _____(Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the___day of _____20__.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

CERTIFICATE OF INTERESTED PARTIES – FORM 1295 In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered on or after January 1, 2016. Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/filinginfo/1295/. Print your completed Form 1295, have it signed. Submit your completed Form 1295 to your City of Sherman department contact.

****DO NOT COMPLETE THIS FORM ON THE ETHICS WEBSITE UNTIL INSTRUCTED TO DO SO****

City's Insurance Requirements Exhibit B

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverage, with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
X	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
X	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.0

X 7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

X 8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

X 9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

X 10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 11. The Certificate of Insurance must state the project title.

__ 12. Other requirements (stated below)

Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
Texas doesn't require most private employers to have workers' compensation. But private employers who contract with government entities must provide workers' compensation coverage for the employees working on the project. Some contractors may require their subcontractors and independent contractors to have workers' compensation.

By signing this form, you agree to carry the insurance as outlined herein and provide a Certificate of Insurance to the
City upon request.

_____
Company

_____
Company Agent Signature Printed Name

_____
Date

****Remainder of this page intentionally left blank****

Contractor References

References must be for similar services

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Upload all required documents here.

AGREEMENT FOR Copper Sulfate Pentahydrate(Commodity)

The **City of Sherman, Texas**, a home-rule municipality ("City"), and Chameleon Industries, Incorporated (LLC, Partnership, Inc. etc.) ("Contractor"), hereby enter into this Agreement for Copper Sulfate Pentahydrate ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS City desires to engage Contractor to supply Copper Sulfate Pentahydrate under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Deliverables.
   Contractor shall provide the commodities and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the commodities and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Deliverables").

2. Term.
   The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement. City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
   In exchange for Contractor providing the Deliverables in accordance with the Agreement Documents, City agrees to pay Contractor in accordance with the Vendor Pricing, attached hereto as Exhibit B. To the extent the terms of the Agreement Documents conflict with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, as amended ("Chapter 2251") or Subchapter I of Chapter 271 of the Texas Local Government Code, as amended ("Chapter 271"), the terms of Chapter 2251, Chapter 271 and the Agreement Documents shall control in that order.

   City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that City shall be obligated to pay monies owed Contractor for Deliverables it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

A. This Agreement.

B. Specifications, attached hereto as Exhibit A

C. Vendor Pricing, attached hereto as Exhibit B.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A or Exhibit B are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations, or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified below for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth below.

GENERAL INSURANCE REQUIREMENTS –

X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
X	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
___NO__	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
___NO__	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
X	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.00

7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

11. The Certificate of Insurance must state the project title.

INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing

work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

7. No Prohibited Interest; Vendor Disclosure.
Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of Ownership. Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict-of-Interest Questionnaire, Form CIQ.

8. Indemnity.
CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT 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 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 CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. 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.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services or providing deliverables for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify City in writing.

11. Termination.

City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently provide the Deliverables in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then City shall have the right to terminate this Agreement and

complete the work in any manner it deems desirable, including engaging other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without waiver of any other right or remedy of City.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall it be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

15. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial

consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.
The parties agree that the indemnity provision set forth herein is conspicuous and the parties have read and understood the same.

23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance with herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: _____
Attn: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
Email: _____

If to City, to: City of Sherman
Attn: Dr. Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: zacharyf@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

24. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

26. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement

and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.
When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

29. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

30. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

31. Certifications Required by Texas Law.

(a) Anti-Boycott Verification. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(b) Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code. Contractor represents neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201 of the Texas Government Code. The foregoing

representation excludes Contractor and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanction's regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(c) Verifications Pursuant to Chapter 2276 of the Texas Government Code. Contractor hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001 of the Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(d) Firearms. Contractor hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) of the Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager

Date: _____

ATTEST:

Teri Fine, City Clerk

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorney

Chameleon Industries Inc.

By: _____
Printed Name: Jason L Garza
Title: General Manager
Date: 04/02/2026

STATE OF TEXAS §
§
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Jason Garza, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the GENERAL MNGR (title) and duly authorized representative for CHAMELEON INDUSTRIES INC, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of April, 2026.

HEATHER M. BESELER
Notary Public, State Of Texas
Comm. Expires 06-15-2029
Notary ID# 10675352

Heather M. Beseler
Notary Public in and for the State of Texas
My Commission Expires: 6/15/29

EXHIBIT A

SPECIFICATIONS

Scope

This specification covers copper sulfate pentahydrate for use in the control of algae, nonpublic health bacteria, aquatic weeds, mollusks, leeches and snails. The concentration of the copper sulfate shall be 19.8% copper sulfate pentahydrate wt% and be ANSI/NSF Standard 60 approved. Copper sulfate shall be delivered in bulk shipments of approximately 275-gallon totes per delivery, with an estimated annual usage of 1,000 gallons. Packaging and shipments shall conform to all applicable Federal, State, and Local laws and regulations.

Basis for Rejection

If the copper sulfate pentahydrate delivered does not meet the requirements of this specification, a notice of nonconformance shall be provided by the PURCHASER immediately after observing said noncompliance. The PURCHASER shall pay for the independent analysis if it does meet the requirements of this specification.

Chemical Requirements

Copper sulfate pentahydrate shall contain copper sulfate of not less than 19.8 percent. The concentration of copper shall contain 0.493 pounds of copper per gallon. The copper sulfate supplied under this contract shall meet the chemical and physical requirements of ANSI/AWWA B602-25.

Packaging and Shipment

Copper sulfate pentahydrate shall be delivered in bulk shipments of approximately 275 gallons in totes using trucks suitable for hauling liquid and shall not contain any substances that might affect the use or usefulness of the copper sulfate in treating municipal water supplies. Bulk shipments shall be accompanied by weight certificates of certified weighers.

Container Labeling

Each shipment of copper sulfate pentahydrate shall carry with it some means of identification. Identification shall include the net weight of the contents, the name of the manufacturer, the brand name (if any), and other markings as required by applicable laws and regulations and shall comply with the US Department of Transportation (DOT) regulations for labeling.

Affidavit of Compliance

The VENDOR shall furnish to the PURCHASER an affidavit from the manufacturer or VENDOR attesting the copper sulfate furnished under this specification complies with ANSI/AWWA B602-25 requirement section. Also, the vendor shall furnish proof that the copper sulfate furnished complies with ANSI/NSF Standard 60.

City of Sherman (TX)

Tabulation Report IFB #PROD-IFB9007-26 - Copper Sulfate Pentahydrate

Vendor: Chameleon Industries, Inc.

Code	Name	Item Description	Requested Brand	Alternative Brand	Item Vendor Reference #	Unit Price	Qty.	Unit	Total Price	Notes	Attachments
01	Liquid Copper Sulfate	This specification covers copper sulfate pentahydrate for use in the control of algae, nonpublic health bacteria, aquatic weeds, mollusks, leeches and snails. The concentration of the copper sulfate shall be 19.8% copper sulfate pentahydrate wt% and be ANSI/NSF Standard 60 approved				$21.75	1000	Gallons	$21,750.00		
TOTAL									**$21,750.00**		

General Comments:

General Attachments: 2026 03 18 Sherman EarthTec QZ.pdf

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared Jason L Garza (Full Name, hereafter "Affiant"), General Manager (state title/capacity with Contracting Entity) of Chameleon Industries Inc. (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

water treatment chemicals (liquid ammonium sulfate)

(describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[X] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: not applicable - Chameleon is a for-profit entity

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

5% Owner(s) or More **(IF NONE, STATE "NONE.")**

Name: none

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

Orig. Dept.: _____ File/I.D. No.: _____

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: not applicable

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____)_____

Tax Years _____

Status of Appeal (Describe) _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this 17th day of March, 2026.

(Seal)

REBEKAH GRISHAM
Notary ID #128692128
My Commission Expires
August 1, 2027

Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

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.**

Chameleon Industries Inc.

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.**

not applicable

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.**

not applicable

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.**

not applicable

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

Jason L Garza		3/17/2026
Name of signatory	Signature	Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/02/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, LLC.
155 N. WACKER, SUITE 1200
Chicago, IL 60661
Attn: Veolia.CertRequest@marsh.com | Fax: 212-948-5053

CHAML CORSI

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance Company	10120
INSURER B : ACE Property and Casualty Insurance Company	20699
INSURER C : Everest Premier Insurance Company	16045
INSURER D : Berkley Assurance Company	39462
INSURER E :	
INSURER F :	

INSURED
Chameleon Industries, Inc.
3004 State Hwy 31 W,
Corsicana, TX 75109

COVERAGES **CERTIFICATE NUMBER:** CHI-011140670-01 **REVISION NUMBER:** 10

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			RM5GL00068-252	12/31/2025	01/01/2027	EACH OCCURRENCE	$ 25,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 25,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 35,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 35,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			RM5CA00066-252 (AOS)	12/31/2025	01/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 25,000,000
A	X ANY AUTO			RM5CA00065-252 (MA)	12/31/2025	01/01/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			XEU G27927865 011	12/31/2025	01/01/2027	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			RM5WC00092-252 (AOS)	12/31/2025	01/01/2027	X PER STATUTE [ ] OTH-ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]	N / A		RM5WC00094-252 (FL,ME,NJ)	12/31/2025	01/01/2027	E.L. EACH ACCIDENT	$ 1,000,000
C	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			RM5WC00095-252 (WI,MA)	12/31/2025	01/01/2027	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	E&O			PCAB-5030112-0126	01/01/2026	01/01/2027	Per Claim	1,000,000
				SIR: $25,000,000			Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City and its Officers, agents, representatives and employees are included as additional insured (except as respects all coverage afforded by workers' compensation and professional liability) where required by written contract but only for liability arising out of the operations of the named insured. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. A waiver of subrogation is granted as required by written contract but only for liability arising out of the operations of the named insured. There is no exclusion in the General Liability policy for Explosion, Collapse, and Underground Hazards.

See Acord 101.

CERTIFICATE HOLDER

City of Sherman Texas
Attn: Dr. Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, TX 75090

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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AGENCY CUSTOMER ID: CN102584993

LOC #: Chicago

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	Chameleon Industries, Inc. 3004 State Hwy 31 W, Corsicana, TX 75109
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Chameleon Industries, Inc. has agreed to provide 30 days notice of cancellation of the insurance policies referenced above and 10 days notice in the event of cancellation due to non-payment of premium. Chameleon Industries, Inc. or its designee will send such notice to the Certificate Holder of this Certificate. Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to the Certificate Holder shall impose no obligation or liability of any kind upon the insurer or its agents or representatives.

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City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Jason Garza, the undersigned representative of Chameleon Industries Inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

_____

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, Jason Garza, the undersigned representative of Chameleon Industries Inc. being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Jason Garza, the undersigned representative of Chameleon Industries Inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. “Discriminate against a firearm entity or firearm trade association”

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity ’s or association ’s status as a firearm entity or firearm trade association; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Jason Garza, the undersigned representative of Chameleon Industries Inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. “Critical Infrastructure” means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. “Designated Country” means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, Jason Garza, the undersigned representative of Chameleon Industries Inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

Signature of Company Representative

March 17, 2026 Date

General Manager Position/Title

THE STATE OF Texas

COUNTY OF Dallas

BEFORE ME, the undersigned notary public on this day personally appeared

Jason L. Garza, on behalf of Chameleon Industries (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 17th day of Mar 20 26.

REBEKAH GRISHAM
Notary ID #128692128
My Commission Expires
August 1, 2027

Rebekah Grisham
NOTARY PUBLIC IN AND
FOR THE STATE OF Texas

City of Sherman
PO Box 1106 Sherman, TX 75091-1106

PROD-IFB9007-26

COPPER SULFATE PENTAHYDRATE

Expected Timeline:

Advertise	3/02 and 3/10/26
Question Deadline	3/12/26
Questions Answered	3/13/26
Estimated Council Approval	4/20/2026
Estimated Contract Start	5/01/2026

CITY OF SHERMAN, TEXAS

Bidder must submit their bid response utilizing the following:

1) Public Purchase at https://www.publicpurchase.com
2) In person at City Hall, 220 W Mulberry, Sherman, TX 75090 or
3) By courier, delivered to 220 W Mulberry, Sherman, TX 75090

Bid responses shall not be submitted by facsimile, email or other type of submission other than the stated deliveries.

Prices quoted must be held for a minimum of ninety (90) days from date of bid closing. In the case of estimated requirements, the prices shall remain firm during the term of the contract. Discount from list or clauses that are known as "escalator" or "cost-plus" responses shall not be accepted.

In the case of estimated requirements, the quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease, or delete any item or items being furnished while continuing to pay the price quoted regardless of quantity.

Bids must be submitted on units specified, extended and show total. In the event of discrepancies in extension, unit prices shall govern.

F.O.B./Damage: Items shall be bid F.O.B. Destination, delivered to the designated municipal facility and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in the case of damaged goods, shall ship replacement goods immediately upon notification of City staff. Bids subject to unlimited price increases shall not be considered. The City reserves the right to solicit bids for larger projects.

The enclosed INVITATION FOR BID (IFB) and accompanying specifications are for your convenience in bidding for the City of Sherman.

Bids may be submitted as follows:

City of Sherman
Finance Dept.

- **P.O. Box 1106**
  Sherman, TX 75091-1106
- **Electronically at www.publicpurchase.com**
- **By delivery at City Hall, address listed above.**

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Carla Hommel, City Hall, 220 W Mulberry St, Sherman, Texas 75092-1106, until the hour **2:00 PM on the 18th day of March 2026,** at which time bids duly delivered and submitted will be considered.

QUESTION AND ANSWER PERIOD

Questions will be received by email only. All questions MUST be sent to carlah@cityofsherman.com by March 12, 2026. Answers will be issued by addendum by March 13, 2026.

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council.

Each bid delivered to the City shall be sealed and clearly marked **Copper Sulfate Pentahydrate 9007-26** on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.

Please note that all bids must be received at the designated location or through Public Purchase by the deadline shown. Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable. The Opening is scheduled for 2:00 p.m., Wednesday, March 4, 2026, at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

Bidders should carefully examine all terms, conditions, specifications, Evaluation Criteria, supplied agreement, and related documents. Should a bidder find discrepancies in, or omissions from, the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Carla Hommel, Purchasing Agent, at carlah@cityofsherman.com, or via phone at (903) 487-5976.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this service are not approved in the next fiscal year.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities,

and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.

CHANGES OR ALTERATIONS

No part of this bid may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request, and approval by the City, will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item EXCEPT for the agreement. Only the awarded respondents shall be required to complete the agreement. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor and may be required to be a part of each bid. The City of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens delaying timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

Successful bidder(s) agrees to extend prices to all entities that have entered or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The responding bidders are financially responsible for their own preparation of their bid document response and any/all meetings or appointments associated with this bid. The City does not assume any financial liability in a bidder's cost for their bid response.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

Termination for Default: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the city in the event of breach or default of this contract. The City reserves the right to terminate this contract within ten (10) days in the event the successful bidder fails to 1) meet delivery schedules or 2) otherwise fails to perform in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award another to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting bidder.

Termination for convenience: The City reserves the right to terminate any resulting contract from this bid for convenience, by supplying the awarded bidder with at least thirty (30) days' notice.

Venue: Bidder shall comply with all Federal and State laws and City ordinances and Codes applicable to the bidders' operation under this contract. These specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Grayson County, Texas, where venue for any proceeding arising hereunder will lie.

The apparent silence of these specifications as to detail or to the apparent omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before the elapse of 30 days from

receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Requests for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such

determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL TERMS

The City of Sherman reserves the right to reject any, or all, bids received because of this IFB. If a bid is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider.
Bids must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. In the event it becomes necessary to revise any part of the IFB, addenda will be provided. Responses should be prepared simply and economically providing a straightforward, and concise description of the independent contractor's ability to meet the requirements of the IFB.
The price quotations from the contractor stated in this response will not be subject to any price increase from the closing date of this IFB to the mutually agreed date of contract.
The City of Sherman reserves the right to increase or decrease the number of services based upon annual budget constraints with fifteen (15) days' notice.
The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire IFB. The bidder agrees to indemnify and hold harmless from any claim involving patent right infringement or copyrights on goods supplied.

CONTRACT

Contract Period/Renewal Terms: This is an annual contract beginning May 01, 2026. The City shall allow for one (1) initial annual term from May 01, 2026 to April 30, 2027, allowing for up to four (4) additional one (1) year renewal options. Renewal options are not guaranteed and are based solely upon the written agreement between both the City and awarded vendor. Either party dissenting will terminate the contract in accordance with its initial specified term.

EVALUATION PROCESS

All submitted proposals will be reviewed by the City of Sherman for compliance with the specified IFB requirements. The selection committee will select which responses meet the requirements and those shall receive further evaluation.

Based on the firm's response to the IFB requirements, the selection committee will determine the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. Once the firm has been selected, the City will submit an agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

BEST VALUE EVALUATION CRITERIA

40% Pricing
20% References
40% Product availability, ability to provide specified product, and delivery availability

SPECIFICATIONS

Scope

This specification covers copper sulfate pentahydrate for use in the control of algae, nonpublic health bacteria, aquatic weeds, mollusks, leeches and snails. The concentration of the copper sulfate shall be 19.8% copper sulfate pentahydrate wt% and be ANSI/NSF Standard 60 approved. Copper sulfate shall be delivered in bulk shipments of approximately 275-gallon totes per delivery, with an estimated annual usage of 1,000 gallons. Packaging and shipments shall conform to all applicable Federal, State, and Local laws and regulations.

Basis for Rejection

If the copper sulfate pentahydrate delivered does not meet the requirements of this specification, a notice of nonconformance shall be provided by the PURCHASER immediately after observing said noncompliance. The PURCHASER shall pay for the independent analysis if it does meet the requirements of this specification.

Chemical Requirements

Copper sulfate pentahydrate shall contain copper sulfate of not less than 19.8 percent. The concentration of copper shall contain 0.493 pounds of copper per gallon. The copper sulfate supplied under this contract shall meet the chemical and physical requirements of ANSI/AWWA B403-24.

Packaging and Shipment

Copper sulfate pentahydrate shall be delivered in bulk shipments of approximately 275 gallons in totes using trucks suitable for hauling liquid and shall not contain any substances that might affect the use or usefulness of the copper sulfate in treating municipal water supplies. Bulk shipments shall be accompanied by weight certificates of certified weighers.

Container Labeling

Each shipment of copper sulfate pentahydrate shall carry with it some means of identification. Identification shall include the net weight of the contents, the name of the manufacturer, the brand name (if any), and other markings as required by applicable laws and regulations and shall comply with the US Department of Transportation (DOT) regulations for labeling.

Affidavit of Compliance

The VENDOR shall furnish to the PURCHASER an affidavit from the manufacturer or VENDOR attesting the aluminum sulfate furnished under this specification complies with ANSI/AWWA B403-16 requirement section. Also, the vendor shall furnish proof that the aluminum sulfate furnished complies with ANSI/NSF Standard 60.

Bid Worksheet

BID Number	**CHEMICAL**	**ANSI/AWWA STANDARD**	**UNIT**	**UNIT PRICE**	**TOTAL ESTIMATED QUANTITY**	**TOTAL COST TO CITY**
PROD-IFB9007-26	**Liquid Copper Sulfate**		Gal.	$	1000	$
	275 Gallon Totes		Shipments (As needed)			

_____ _____

Signature Print

_____ _____

Company Date

You must include a current SDS with your bid worksheet. If you do not include the SDS, the City has the right to reject your bid.

If you are awarded this contract, you will be required to supply an SDS with each shipment of chemical.

AFFIDAVIT OF COMPLIANCE

_____ certifies that all _____

Chemical Suppliers Company Name

Chemical Name

bid, supplied, & delivered to the City of Sherman for purposes of potable water treatment are in compliance with all specifications of the City of Sherman chemical bid document for calendar year 2023. Including all chemical certifications and quality assurances as stated.

So CERTIFIED on this the ___ day of _____

D **Month/Yea**

_____

Bidding Company Name

BY: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED TO BEFORE ME this the _____ day of _____ 2023

_____

Name

My commission expires:

Affirmation of Chemical availability

Can you provide the chemical and quantity required by the city? Yes _____ No _____

Please state the length of time for delivery of chemicals after receiving verbal and/or written (email) order: _____

Please provide any other information you'd like to share about your company:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Paper Bid Requirements:

If you choose to submit your bid response by paper, your documents shall include the following:

- Bid worksheet
- SDS for the chemical bid
- Affidavit of Compliance
- Affidavit of Ownership
- Form CIQ
- City of Sherman Verifications and Certifications Form (Boycott Israel, not doing business with a foreign terrorist organization, Boycott Energy companies, discriminate against firearm entity or firearm trade association, exclusion from remote access to, or control of, critical infrastructure in this State)
- References Form
- Affirmation of Chemical Availability
- Insurance acknowledgement

City's Insurance Requirements Exhibit B

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverage, with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
X	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
X	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.0

X 7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

X 8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

X 9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

X 10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 11. The Certificate of Insurance must state the project title.

__ 12. Other requirements (stated below)

Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
Texas doesn't require most private employers to have workers' compensation. But private employers who contract with government entities must provide workers' compensation coverage for the employees working on the project. Some contractors may require their subcontractors and independent contractors to have workers' compensation.

By signing this form, you agree to carry the insurance as outlined herein and provide a Certificate of Insurance to the
City upon request.

_____
Company

_____
Company Agent Signature Printed Name

_____
Date

****Remainder of this page intentionally left blank****

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared _____ (Full Name, hereafter "Affiant"), _____ (state title/capacity with Contracting Entity) of _____ (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

_____

(describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[ ] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

_____

_____

_____

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

5% Owner(s) or More **(IF NONE, STATE "NONE.")**

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____) _____

Tax Years _____

Status of Appeal (Describe) _____

_____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

_____
Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

_____
Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

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

_____ _____ _____

Name of signatory Signature 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.

City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

_____

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. “Discriminate against a firearm entity or firearm trade association”

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity ’s or association ’s status as a firearm entity or firearm trade association; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. “Critical Infrastructure” means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. “Designated Country” means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

_____ Signature of Company Representative

_____ Date

_____ Position/Title

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned notary public on this day personally appeared

_____, on behalf of _____(Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the___day of _____20__.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

CERTIFICATE OF INTERESTED PARTIES – FORM 1295 In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered on or after January 1, 2016. Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/filinginfo/1295/. Print your completed Form 1295, have it signed. Submit your completed Form 1295 to your City of Sherman department contact.

****DO NOT COMPLETE THIS FORM ON THE ETHICS WEBSITE UNTIL INSTRUCTED TO DO SO****

Contractor References

References must be for similar services

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Upload all required documents here.

AGREEMENT FOR Fluorosilicic Acid(Commodity)

The **City of Sherman, Texas**, a home-rule municipality ("City"), and Pennco, Incorporated (LLC, Partnership, Inc. etc.) ("Contractor"), hereby enter into this Agreement for Fluorosilicic Acid ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS City desires to engage Contractor to supply Fluorosilicic Acid under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Deliverables.
Contractor shall provide the commodities and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the commodities and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Deliverables").

2. Term.
The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement. City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
In exchange for Contractor providing the Deliverables in accordance with the Agreement Documents, City agrees to pay Contractor in accordance with the Vendor Pricing, attached hereto as Exhibit B. To the extent the terms of the Agreement Documents conflict with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, as amended ("Chapter 2251") or Subchapter I of Chapter 271 of the Texas Local Government Code, as amended ("Chapter 271"), the terms of Chapter 2251, Chapter 271 and the Agreement Documents shall control in that order.

City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that City shall be obligated to pay monies owed Contractor for Deliverables it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

A. This Agreement.

B. Specifications, attached hereto as Exhibit A

C. Vendor Pricing, attached hereto as Exhibit B.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A or Exhibit B are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations, or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified below for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth below.

GENERAL INSURANCE REQUIREMENTS –

X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
X	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__NO__	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__NO__	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
X	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.00

7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

11. The Certificate of Insurance must state the project title.

INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing

work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

7. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of Ownership. Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict-of-Interest Questionnaire, Form CIQ.

8. Indemnity.

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT 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 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 CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. 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.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services or providing deliverables for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify City in writing.

11. Termination.

City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently provide the Deliverables in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then City shall have the right to terminate this Agreement and

complete the work in any manner it deems desirable, including engaging other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without waiver of any other right or remedy of City.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall it be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

15. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial

consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.
The parties agree that the indemnity provision set forth herein is conspicuous and the parties have read and understood the same.

23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance with herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: Pencco, Inc.
Attn: Jennifer Guajardo, Bid Supervisor
Address: PO Box 600 San Felipe, TX 77473

Telephone: 979-885-0005
Facsimile: 979-885-3208
Email: jguajardo@pencco.com

If to City, to: City of Sherman
Attn: Dr. Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: zacharyf@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

24. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

26. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement

and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.
When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

29. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

30. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

31. Certifications Required by Texas Law.

(a) Anti-Boycott Verification. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(b) Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code. Contractor represents neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201 of the Texas Government Code. The foregoing

representation excludes Contractor and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanction's regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(c) Verifications Pursuant to Chapter 2276 of the Texas Government Code. Contractor hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001 of the Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(d) Firearms. Contractor hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) of the Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager

Date: _____

ATTEST:

Teri Fine, City Clerk

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorney

By: Jennifer Guajardo
Printed Name: Jennifer Guajardo
Title: Bid Supervisor
Date: 3/26/26

STATE OF TEXAS §
§
COUNTY OF Austin §

BEFORE ME, the undersigned authority, on this day personally appeared Jennifer Guajardo, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the Bid Supervisor (title) and duly authorized representative for Pencco, Inc., a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 day of March, 2026.

Sarah L Duffy
Notary Public in and for the State of Texas
My Commission Expires: 2/12/29

SARAH L DUFFY
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 02/12/29
NOTARY ID 126803583

SPECIFICATIONS

Scope

This specification covers fluorosilicic acid for water supply service applications. The concentration of fluorosilicic acid shall be 24 wt% and be ANSI/NSF Standard 60 approved. Fluorosilicic acid shall be delivered in 4000-gallon bulk shipments. Packaging and shipment shall conform to all applicable Federal, State, and Local laws and regulations. Annual estimated use is 5,000 gallons.

Affidavit of Compliance

The VENDOR shall furnish to the PURCHASER an affidavit from the manufacturer or supplier attesting the fluorosilicic acid furnished under this specification complies with ANSI/AWWA B703-19 requirement section. Also, the vendor shall furnish proof that the fluorosilicic acid complies with ANSI/NSF Standard 60.

Basis for Rejection

If the fluorosilicic acid solution does not meet the chemical, physical, or safety requirements of this specification, notice shall be given to the VENDOR immediately after observing said noncompliance. In this event, VENDOR shall remove the unsuitable product or container from the premises of the PURCHASER at the latter's request and replace it with a like amount of satisfactory fluorosilicic acid in an acceptable container. The VENDOR shall be responsible for all expenses. Verification shall conform to ANSI/AWWA B703-19.

Chemical Requirements

The fluorosilicic acid shall contain 24 percent fluorosilicic acid by weight. The fluorosilicic acid supplied under this contract shall meet the chemical and physical requirements of ANSI/AWWA B703-19.

Impurities

The fluorosilicic acid supplied under this specification shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with fluorosilicic acid. This material shall be suitable for contact with or treatment of potable water and shall be AWSI/NSF Standard 60 approved. Product specifications shall meet ANSI/AWWA B703-19.

Packaging and Shipment

Fluorosilicic acid shall be delivered in bulk shipments of 4000 gallons that comply with all applicable paragraphs of HM-181, part 178 of CFR 49.

Container Labeling

Each shipment shall carry with it clear identification of the material and a warning of potential danger in handling. Each drum shall have marked legibly on it the name of the acid, the net weight or volume of the contents, the percent strength of the acid, the name and address of the VENDOR and/or

manufacturer, the lot number, and the brand name (if any) and shall bear such other markings as are required by applicable laws. The warning label shall include suggestions for immediately rinsing away all acid coming in contact with the skin and the thorough dilution of acid accidentally spilled, including neutralization of the acid with lime.

Affidavit of Compliance

The VENDOR shall furnish to the PURCHASER an affidavit from the manufacturer or supplier attesting the fluorosilicic acid furnished under this specification complies with ANSI/AWWA B703-19 requirement section. Also, the vendor shall furnish proof that the fluorosilicic acid complies with ANSI/NSF Standard 60.

Sherman
CLASSIC TOWN, BROAD HORIZON.

EXHIBIT B

Public | Purchase

City of Sherman (TX)

Tabulation Report IFB #PROD-IFB9003-26 - Fluorosilicic Acid

Vendor: Pencco, Inc.

Code	Name	Item Description	Requested Brand	Alternative Brand	Item Vendor Reference #	Unit Price	Qty.	Unit	Total Price	Notes	Attachments
01	Fluorosilicic Acid	This specification covers fluorosilicic acid for water supply service applications. The concentration of fluorosilicic acid shall be 24 wt% and be ANSI/NSF Standard 60 approved.				$8.16	5000	Gallon	$40,800.00	Price per gallon	
TOTAL									$40,800.00		

General Comments:

General Attachments: Pencco PROD-IFB9003-26-Fluorosilicic Acid .pdf

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared Jennifer Guajardo (Full Name, hereafter "Affiant"), Bid Supervisor (state title/capacity with Contracting Entity) of Pencco, Inc. (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

PROD-IFB9003-26 FLUOROSILICIC ACID

(describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[X] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

AFFIDAVIT OF OWNERSHIP OR CONTROL

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: Pencco, Inc.

Business Address (No./Street) 831 Bartlett Rd
(City/State/Zip Code) Sealy, TX 77474
Telephone Number (979) 885.0005
Email Address (optional) jguajardo@pencco.com
Residence Address (No./Street) _____
(City/State/Zip Code) _____
Telephone Number (_____) _____
Email Address (optional) _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: Ron Horne, Aline Horne

Business Address (No./Street) 831 Bartlett Rd
(City/State/Zip Code) Sealy, TX 77474
Telephone Number (979) 885.0005
Email Address (optional) jguajardo@pencco.com
Residence Address (No./Street) 3376 Coshatte Rd
(City/State/Zip Code) Bellville, TX 77418
Telephone Number (979) 885.0005
Email Address (optional) jguajardo@pencco.com

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

Orig. Dept.: _____ File/I.D. No.: _____

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____)_____

Tax Years _____

Status of Appeal (Describe) _____

_____

_____

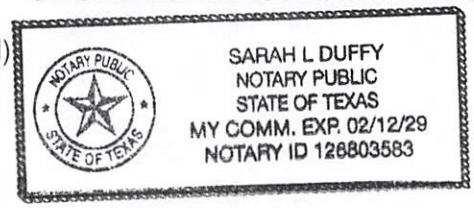
_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Jennifer Guajardo
Affiant Jennifer Guajardo, Bid Supervisor

SWORN TO AND SUBSCRIBED before me this 16 day of March, 2026.

(Seal)



Sarah L Duffy
Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

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.**

Jennifer Guajardo, Bid Supervisor, Pencco, Inc.

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.**

N/A

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.**

N/A

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 Jennifer Guajardo

Name of signatory

Jennifer Guajardo

Signature

3/16/26

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acrisure Texas Risk Advisors & Insurance Services, LLC
5057 Keller Springs Rd. Suite 200
Addison TX 75001

License#: BR-1797482

CONTACT NAME: Frances Hartung, CIC
PHONE (A/C, No, Ext): (800) 880-6689 **FAX (A/C, No):** (210) 696-8414
E-MAIL ADDRESS: fhartung@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Navigators Insurance Company	42307
INSURER B : Praetorian Insurance Company	37257
INSURER C : Colony Insurance Company	39993
INSURER D : Navigators Specialty Insurance Company	36056
INSURER E : Hamilton Insurance Designated Activity Company	
INSURER F :	

INSURED
Pencco, Inc.
831 Bartlett Rd.
Sealy TX 77474

PENCINC-03

COVERAGES **CERTIFICATE NUMBER:** 366598258 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X **COMMERCIAL GENERAL LIABILITY**			HO25NP3Z03E19IC	11/15/2025	11/15/2026	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X POLLUTION						MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: $10,000,000						Project/Loc Agg	$ 10,000,000
A	**AUTOMOBILE LIABILITY**			FA19NCP021206-06	11/15/2025	11/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	[ ] **UMBRELLA LIAB** [X] OCCUR			HO25NP3Z03E19IC	11/15/2025	11/15/2026	EACH OCCURRENCE	$ 10,000,000
	X **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	[ ] DED [ ] RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			202001938	11/15/2025	11/15/2026	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Excess Liability			EXO4281644	11/15/2025	11/15/2026	Occurrence/Aggregate	10,000,000
E	Excess Liability			ENVXSS501516-01	11/15/2025	11/15/2026	Occurrence/Aggregate	5,000,000
D	Pollution Liability			HO25NP3Z03E19IC	11/15/2025	11/15/2026	See Pollution Limits	On Page 2

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Sherman
220 W Mulberry St
Sherman TX 75092
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jimmy Irwin

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AGENCY CUSTOMER ID: PENCINC-03

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Acrisure Texas Risk Advisors & Insurance Services, LLC	NAMED INSURED Pencco, Inc. 831 Bartlett Rd. Sealy TX 77474
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE: 11/15/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL COVERAGES:

POLLUTION LIABILITY LIMITS:

Products Pollution Liability Limit: $1,000,000;

Contractors Pollution Liability Limit: $1,000,000;

Transportation Pollution Liability Limit: $1,000,000;

Contractors Pollution & Transportation Pollution Aggregate: $2,000,000

Non-Owned Disposal Site Pollution Liability (Claims-made): Limit; $1,000,000; Aggregate: $2,000,000

ENDORSEMENTS:

Additional Insured endorsement included on the General Liability, Pollution Liability & Automobile Liability policies when there is a written contract between the Named Insured and the Certificate Holder requiring such status. Additional Insured Endorsement applies on a **Primary & Non Contributory** basis when required in a written contract.

The **Contractual Liability coverage** provided by the General Liability Policy will cover all liabilities assumed by the Named Insured under its contract with the Certificate Holder that is an "Insured Contract".

30 day notice of cancellation to the certificate holder, except 10 days for non-payment of premium on the Auto Liability and Workers' Compensation Policies.

Blanket Waiver of Subrogation when required by written contract on the General Liability, Auto Liability, Excess Liability and Workers' Compensation Policies.

The Excess Liability Policies provide excess coverage over the General Liability, Commercial Auto Liability, Pollution Liability, and Employer's Liability Policies.

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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.

City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Jennifer Guajardo, the undersigned representative of Pencco, Inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, Jennifer Guajardo, the undersigned representative of Pencco, Inc. being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Jennifer Guajardo, the undersigned representative of Pencco, Inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Discriminate against a firearm entity or firearm trade association"

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Jennifer Guajardo, the undersigned representative of Pencco, Inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. "Critical Infrastructure" means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. "Cybersecurity" means" the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. "Designated Country" means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, Jennifer Guajardo, the undersigned representative of Pencco, Inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company's or its parent company's securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country "Cybersecurity" means" the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

Jennifer Guajardo
Signature of Company Representative

Jennifer Guajardo

3/16/26
Date

Bid Supervisor
Position/Title

THE STATE OF Texas

COUNTY OF Austin

BEFORE ME, the undersigned notary public on this day personally appeared

Jennifer Guajardo, on behalf of Pencco, Inc. (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 16 day of March 20 26.

SARAH L DUFFY
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 02/12/29
NOTARY ID 126803583

NOTARY PUBLIC IN AND FOR THE STATE OF Texas

City of Sherman
PO Box 1106 Sherman, TX 75091-1106

PROD-IFB9003-26

FLUOROSILICIC ACID-BULK

Expected Timeline:

Advertise	3/02 and 3/10/26
Question Deadline	3/12/26
Questions Answered	3/13/26
Estimated Council Approval	4/20/2026
Estimated Contract Start	5/01/2026

CITY OF SHERMAN, TEXAS

Bidder must submit their bid response utilizing the following:

1) Public Purchase at https://www.publicpurchase.com
2) In person at City Hall, 220 W Mulberry, Sherman, TX 75090 or
3) By courier, delivered to 220 W Mulberry, Sherman, TX 75090

Bid responses shall not be submitted by facsimile, email or other type of submission other than the stated deliveries of Public Purchase digital submission, in person, and by courier..

Prices quoted must be held for a minimum of ninety (90) days from date of bid closing. In the case of estimated requirements, the prices shall remain firm during the term of the contract. Discount from list or clauses that are known as "escalator" or "cost-plus" responses shall not be accepted.

In the case of estimated requirements, the quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease, or delete any item or items being furnished while continuing to pay the price quoted regardless of quantity.

Bids must be submitted on units specified, extended and show total. In the event of discrepancies in extension, unit prices shall govern.

F.O.B./Damage: Items shall be bid F.O.B. Destination, delivered to the designated municipal facility and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in the case of damaged goods, shall ship replacement goods immediately upon notification of City staff. Bids subject to unlimited price increases shall not be considered. The City reserves the right to solicit bids for larger projects.
The enclosed INVITATION FOR BID (IFB) and accompanying specifications are for your convenience in bidding for the City of Sherman.
Bids may be submitted as follows:
City of Sherman
Finance Dept.

- **P.O. Box 1106**
  Sherman, TX 75091-1106
- **Electronically at www.publicpurchase.com**
- **By delivery at City Hall, address listed above.**

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Carla Hommel, City Hall, 220 W Mulberry St, Sherman, Texas 75092-1106, until the hour **2:00 PM on the 18th day of March 2026,** at which time bids duly delivered and submitted will be considered.

QUESTION AND ANSWER PERIOD
Questions will be received by email only. All questions MUST be sent to carlah@cityofsherman.com by March 12, 2026. Answers will be issued by addendum by March 13, 2026.

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council.

Each bid delivered to the City shall be sealed and clearly marked **Fluorosilicic Acid 9003-26** on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.

Please note that all bids must be received at the designated location or through Public Purchase by the deadline shown. Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable. The Opening is scheduled for 2:00 p.m., March 18, 2026 at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

Bidders should carefully examine all terms, conditions, specifications, Evaluation Criteria, supplied agreement, and related documents. Should a bidder find discrepancies in, or omissions from, the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Carla Hommel, Purchasing Agent, at carlah@cityofsherman.com, or via phone at (903) 487-5976.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this service are not approved in the next fiscal year.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.

CHANGES OR ALTERATIONS

No part of this bid may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request, and approval by the City, will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item EXCEPT for the agreement. Only the awarded respondents shall be required to complete the agreement. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each bid. The City of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens delaying timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

Successful bidder(s) agrees to extend prices to all entities that have entered or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The responding bidders are financially responsible for their own preparation of their bid document response and any/all meetings or appointments associated with this bid. The City does not assume any financial liability in a bidder's cost for their bid response.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

Termination for Default: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the city in the event of breach or default of this contract. The City reserves the right to terminate this contract within ten (10) days in the event the successful bidder fails to 1) meet delivery schedules or 2) otherwise fails to perform in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award another to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting bidder.

Termination for convenience: The City reserves the right to terminate any resulting contract from this bid for convenience, by supplying the awarded bidder with at least thirty (30) days' notice.

Venue: Bidder shall comply with all Federal and State laws and City ordinances and Codes applicable to the bidders' operation under this contract. These specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Grayson County, Texas, where venue for any proceeding arising hereunder will lie.

The apparent silence of these specifications as to detail or to the apparent omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before the elapse of 30 days from

receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Requests for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such

determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL TERMS

The City of Sherman reserves the right to reject any, or all, bids received because of this IFB. If a bid is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider.
Bids must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. In the event it becomes necessary to revise any part of the IFB, addenda will be provided. Responses should be prepared simply and economically providing a straightforward, and concise description of the independent contractor's ability to meet the requirements of the IFB.
The price quotations from the contractor stated in this response will not be subject to any price increase from the closing date of this IFB to the mutually agreed date of contract.
The City of Sherman reserves the right to increase or decrease the number of services based upon annual budget constraints with fifteen (15) days' notice.
The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire IFB. The bidder agrees to indemnify and hold harmless from any claim involving patent right infringement or copyrights on goods supplied.

CONTRACT

Contract Period/Renewal Terms: This is an annual contract beginning May 1, 2026. The City shall allow for one (1) initial annual term from May 1, 2026 to April 30, 2027, allowing for up to four (4) additional one (1) year renewal options. Renewal options are not guaranteed and are based solely upon the written agreement between both the City and awarded vendor. Either party dissenting will terminate the contract in accordance with its initial specified term.

EVALUATION PROCESS

All submitted proposals will be reviewed by the City of Sherman for compliance with the specified IFB requirements. The selection committee will select which responses meet the requirements and those shall receive further evaluation.

Based on the firm's response to the IFB requirements, the selection committee will determine the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. Once the firm has been selected, the City will submit an agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

BEST VALUE EVALUATION CRITERIA

40% Pricing
20% References
40% Product availability, ability to provide specified product, and delivery availability

SPECIFICATIONS

Scope
This specification covers fluorosilicic acid for water supply service applications. The concentration of fluorosilicic acid shall be 24 wt% and be ANSI/NSF Standard 60 approved. Fluorosilicic acid shall be delivered in 4000-gallon bulk shipments. Packaging and shipment shall conform to all applicable Federal, State, and Local laws and regulations.

Affidavit of Compliance
The VENDOR shall furnish to the PURCHASER an affidavit from the manufacturer or supplier attesting the fluorosilicic acid furnished under this specification complies with ANSI/AWWA B703-19 requirement section. Also, the vendor shall furnish proof that the fluorosilicic acid complies with ANSI/NSF Standard 60.

Basis for Rejection
If the fluorosilicic acid solution does not meet the chemical, physical, or safety requirements of this specification, notice shall be given to the VENDOR immediately after observing said noncompliance. In this event, VENDOR shall remove the unsuitable product or container from the premises of the PURCHASER at the latter's request and replace it with a like amount of satisfactory fluorosilicic acid in an acceptable container. The VENDOR shall be responsible for all expenses. Verification shall conform to ANSI/AWWA B703-19.

Chemical Requirements
The fluorosilicic acid shall contain 24 percent fluorosilicic acid by weight. The fluorosilicic acid supplied under this contract shall meet the chemical and physical requirements of ANSI/AWWA B703-19.

Impurities
The fluorosilicic acid supplied under this specification shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with fluorosilicic acid. This material shall be suitable for contact with or treatment of potable water and shall be AWSI/NSF Standard 60 approved. Product specifications shall meet ANSI/AWWA B703-19.

Packaging and Shipment
Fluorosilicic acid shall be delivered in bulk shipments of 4000 gallons that comply with all applicable paragraphs of HM-181, part 178 of CFR 49.

Container Labeling
Each shipment shall carry with it clear identification of the material and a warning of potential danger in handling. Each drum shall have marked legibly on it the name of the acid, the net weight or volume of the contents, the percent strength of the acid, the name and address of the VENDOR and/or manufacturer, the lot number, and the brand name (if any) and shall bear such other markings as are required by applicable laws. The warning label shall include suggestions for immediately rinsing away all acid coming in contact with the skin and the thorough dilution of acid accidentally spilled, including neutralization of the acid with lime.

Affidavit of Compliance
The VENDOR shall furnish to the PURCHASER an affidavit from the manufacturer or supplier attesting the fluorosilicic acid furnished under this specification complies with ANSI/AWWA B703-19 requirement section. Also, the vendor shall furnish proof that the fluorosilicic acid complies with ANSI/NSF Standard 60.

Return this with paper bid

BID Number	CHEMICAL	ANSI/AWWA STANDARD	UNIT	UNIT PRICE	TOTAL ESTIMATED QUANTITY	TOTAL COST TO CITY
PROD-IFB9003-26	**Fluorosilicic Acid**	**ANSI/AWWA B703-19**	Gal.	$	5,000	$
	24%		Shipments (As needed)			

Company Name

_____
Name (print)

_____
Signature

_____
Date

You must include a current SDS with your bid worksheet. If you do not include the SDS, the City has the right to reject your bid.

If you are awarded this contract, you will be required to supply an SDS with each shipment of chemical.

AFFIDAVIT OF COMPLIANCE

_____ certifies that all _____

Chemical Suppliers Company Name — Chemical Name

bid, supplied, & delivered to the City of Sherman for purposes of potable water treatment are in compliance with all specifications of the City of Sherman chemical bid document for calendar year 2023. Including all chemical certifications and quality assurances as stated.

So CERTIFIED on this the day _____ day _____

Day — Month/Year

_____

Bidding Company Name

BY: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED TO BEFORE ME this the _____ day of _____ **20**23

_____

Name

My commission expires:

Affirmation of Chemical availability

Can you provide the chemical and quantity required by the city? Yes _____ No _____

Please state the length of time for delivery of chemicals after receiving verbal and/or written (email) order: _____

Please provide any other information you'd like to share about your company:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Paper Bid Requirements:

If you choose to submit your bid response by paper, your documents shall include the following:

- Bid worksheet
- SDS for the chemical bid
- Affidavit of Compliance
- Affidavit of Ownership
- Form CIQ
- City of Sherman Verifications and Certifications Form (Boycott Israel, not doing business with a foreign terrorist organization, Boycott Energy companies, discriminate against firearm entity or firearm trade association, exclusion from remote access to, or control of, critical infrastructure in this State)
- References Form
- Affirmation of Chemical Availability

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared _____ (Full Name, hereafter "Affiant"), _____ (state title/capacity with Contracting Entity) of _____ (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

_____

(describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[ ] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

_____

_____

_____

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

5% Owner(s) or More **(IF NONE, STATE "NONE.")**

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____) _____

Tax Years _____

Status of Appeal (Describe) _____

_____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

_____
Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

_____
Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

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

_____ _____ _____

Name of signatory Signature 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.

City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

_____

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. “Discriminate against a firearm entity or firearm trade association”

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity ’s or association ’s status as a firearm entity or firearm trade association; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. “Critical Infrastructure” means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. “Designated Country” means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

_____ Signature of Company Representative

_____ Date

_____ Position/Title

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned notary public on this day personally appeared

_____, on behalf of _____(Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the___day of _____20__.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

CERTIFICATE OF INTERESTED PARTIES – FORM 1295 In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered on or after January 1, 2016. Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/filinginfo/1295/. Print your completed Form 1295, have it signed. Submit your completed Form 1295 to your City of Sherman department contact.

****DO NOT COMPLETE THIS FORM ON THE ETHICS WEBSITE UNTIL INSTRUCTED TO DO SO****

City's Insurance Requirements Exhibit B

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverage, with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
X	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
X	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.0

X 7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

X 8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

X 9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

X 10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 11. The Certificate of Insurance must state the project title.

__ 12. Other requirements (stated below)

Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
Texas doesn't require most private employers to have workers' compensation. But private employers who contract with government entities must provide workers' compensation coverage for the employees working on the project. Some contractors may require their subcontractors and independent contractors to have workers' compensation.

By signing this form, you agree to carry the insurance as outlined herein and provide a Certificate of Insurance to the
City upon request.

_____
Company

_____
Company Agent Signature Printed Name

_____
Date

****Remainder of this page intentionally left blank****

Contractor References

References must be for similar services

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Upload all required documents here.

AGREEMENT FOR Liquid Ammonium Sulfate(Commodity)

The **City of Sherman, Texas**, a home-rule municipality ("City"), and Pennco, Incorporated (LLC, Partnership, Inc. etc.) ("Contractor"), hereby enter into this Agreement for Liquid Ammonium Sulfate ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS City desires to engage Contractor to supply Liquid Ammonium Sulfate under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Deliverables.
Contractor shall provide the commodities and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the commodities and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Deliverables").

2. Term.
The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement. City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
In exchange for Contractor providing the Deliverables in accordance with the Agreement Documents, City agrees to pay Contractor in accordance with the Vendor Pricing, attached hereto as Exhibit B. To the extent the terms of the Agreement Documents conflict with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, as amended ("Chapter 2251") or Subchapter I of Chapter 271 of the Texas Local Government Code, as amended ("Chapter 271"), the terms of Chapter 2251, Chapter 271 and the Agreement Documents shall control in that order.

City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that City shall be obligated to pay monies owed Contractor for Deliverables it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

A. This Agreement.

B. Specifications, attached hereto as Exhibit A

C. Vendor Pricing, attached hereto as Exhibit B.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A or Exhibit B are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations, or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified below for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth below.

GENERAL INSURANCE REQUIREMENTS –

X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
X	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
NO	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
NO	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
X	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.00

7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

11. The Certificate of Insurance must state the project title.

INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing

work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

7. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of Ownership. Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict-of-Interest Questionnaire, Form CIQ.

8. Indemnity.

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT 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 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 CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. 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.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services or providing deliverables for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify City in writing.

11. Termination.

City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently provide the Deliverables in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then City shall have the right to terminate this Agreement and

complete the work in any manner it deems desirable, including engaging other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without waiver of any other right or remedy of City.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall it be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

15. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial

consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.
The parties agree that the indemnity provision set forth herein is conspicuous and the parties have read and understood the same.

23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance with herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: _____
Attn: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
Email: _____

If to City, to: City of Sherman
Attn: Dr. Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: zacharyf@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

24. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

26. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement

and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.
When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

29. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

30. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

31. Certifications Required by Texas Law.

(a) Anti-Boycott Verification. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(b) Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code. Contractor represents neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201 of the Texas Government Code. The foregoing

representation excludes Contractor and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanction's regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(c) Verifications Pursuant to Chapter 2276 of the Texas Government Code. Contractor hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001 of the Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(d) Firearms. Contractor hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) of the Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager

Date: _____

ATTEST:

_____
Teri Fine, City Clerk

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorney

By: Jennifer Guajardo
Printed Name: Jennifer Guajardo
Title: Bid Supervisor
Date: 3/26/26

STATE OF TEXAS §
§
COUNTY OF Austin §

BEFORE ME, the undersigned authority, on this day personally appeared Jennifer Guajardo, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the Bid Supervisor (title) and duly authorized representative for Pencco, Inc., a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 day of March, 20 26.

Sarah L Duffy
Notary Public in and for the State of Texas
My Commission Expires: 2/12/29

SARAH L. DUFFY
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 02/12/29
NOTARY ID 126803583

SPECIFICATIONS

Scope

Liquid Ammonium Sulfate 38% (LAS) shall meet the minimum American Water Works Association (AWWA) Standard B302-23 for 38 wt.% LAS or latest version except where noted. All product testing shall occur in accordance with AWWA referenced standards. Vendor shall provide bulk deliveries of an estimated 3,500 gallons per order. Estimated annual usage is 40,000 gallons.

Basis for Rejection

If the liquid ammonium sulfate does not meet the chemical, physical, or safety requirements of this specification, notice shall be given to the VENDOR immediately after observing said noncompliance. In this event, VENDOR shall remove the unsuitable product from the premises of the PURCHASER at the latter's request and replace it with a like amount of satisfactory hydrochloric acid solution. The VENDOR shall be responsible for all expenses.

Chemical Requirements

Chemicals shall be ANSI/NSF Standard 60 certified for use in potable water treatment. Chemicals shall be manufactured from high-quality raw materials. This product shall contain no contaminant in an amount sufficient to increase the concentration of any heavy metals significantly above current levels or causing them to exceed any Maximum Contaminant Level, as established by the EPA under the authority of the Safe Drinking Water Act. Bid price shall be based on Section 4 Physical, Chemical, Impurities, and requirements of AWWA B302-16 for Ammonium Sulfate

Packaging and Shipment

Liquid Ammonium Sulfate shall be delivered in quantities of approximately 3,500 gallons per truckload. Certified weight tickets and MSD sheets shall be furnished with every delivery. Any chemical spill during transport and or unloading of chemicals will need to be cleaned up at suppliers/transport cost.

Container Labeling

Shipments shall bear warning labels as specified by US Department of Transportation (DOT) regulations — UN 1789 and other applicable requirements.

Affidavit of Compliance

The VENDOR shall furnish to the PURCHASER an affidavit from the manufacturer or VENDOR attesting the hydrochloric acid solution furnished under this specification complies with ANSI/NSF 60 requirement section.

Exhibit B

City of Sherman (TX)

Tabulation Report IFB #PROD-IFB9005-26 - Liquid Ammonium Sulfate

Vendor: Pencco, Inc.

Code	Name	Item Description	Requested Brand	Alternative Brand	Item Vendor Reference #	Unit Price	Qty.	Unit	Total Price	Notes	Attachments
01	Liquid Ammonium Sulfate	Liquid Ammonium Sulfate 38% (LAS) shall meet the minimum American Water Works Association (AWWA) Standard B302-23 for 38 wt.% LAS or latest version except where noted. All product testing shall occur in accordance with AWWA referenced standards. Vendor shall provide bulk deliveries of an estimated 3,500 gallons per order. Estimated annual usage is 40,000 gallons.				$1.42	40000	Gallons	$56,800.00	Priced per gallon	
TOTAL									$56,800.00		

General Comments:

General Attachments: Pencco Bid Submission PROD-IFB9005-26 Liquid Ammonium Sulfate .pdf

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared Jennifer Guajardo (Full Name, hereafter "Affiant"), Bid Supervisor (state title/capacity with Contracting Entity) of Pencco, Inc. (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

PROD-IFB9003-26 FLUOROSILICIC ACID

(describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[X] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

AFFIDAVIT OF OWNERSHIP OR CONTROL

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: Pencco, Inc.

Business Address (No./Street) 831 Bartlett Rd
(City/State/Zip Code) Sealy, TX 77474
Telephone Number (979) 885.0005
Email Address (optional) jguajardo@pencco.com
Residence Address (No./Street) _____
(City/State/Zip Code) _____
Telephone Number (_____) _____
Email Address (optional) _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: Ron Horne, Aline Horne

Business Address (No./Street) 831 Bartlett Rd
(City/State/Zip Code) Sealy, TX 77474
Telephone Number (979) 885.0005
Email Address (optional) jguajardo@pencco.com
Residence Address (No./Street) 3376 Coshatte Rd
(City/State/Zip Code) Bellville, TX 77418
Telephone Number (979) 885.0005
Email Address (optional) jguajardo@pencco.com

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

Orig. Dept.: _____ File/I.D. No.: _____

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____)_____

Tax Years _____

Status of Appeal (Describe) _____

_____

_____

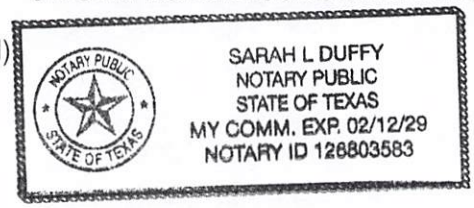
_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Jennifer Guajardo
Affiant Jennifer Guajardo, Bid Supervisor

SWORN TO AND SUBSCRIBED before me this 16 day of March, 2026.

(Seal)



Sarah L Duffy
Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

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.**

Jennifer Guajardo, Bid Supervisor, Pencco, Inc.

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.**

N/A

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.**

N/A

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 Jennifer Guajardo

Name of signatory

Jennifer Guajardo

Signature

3/16/26

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acrisure Texas Risk Advisors & Insurance Services, LLC
5057 Keller Springs Rd. Suite 200
Addison TX 75001

License#: BR-1797482

CONTACT NAME: Frances Hartung, CIC
PHONE (A/C, No, Ext): (800) 880-6689 **FAX (A/C, No):** (210) 696-8414
E-MAIL ADDRESS: fhartung@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Navigators Insurance Company	42307
INSURER B : Praetorian Insurance Company	37257
INSURER C : Colony Insurance Company	39993
INSURER D : Navigators Specialty Insurance Company	36056
INSURER E : Hamilton Insurance Designated Activity Company	
INSURER F :	

INSURED
Pencco, Inc.
831 Bartlett Rd.
Sealy TX 77474

PENCINC-03

COVERAGES **CERTIFICATE NUMBER:** 366598258 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X **COMMERCIAL GENERAL LIABILITY**			HO25NP3Z03E19IC	11/15/2025	11/15/2026	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X POLLUTION						MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: $10,000,000						Project/Loc Agg	$ 10,000,000
A	**AUTOMOBILE LIABILITY**			FA19NCP021206-06	11/15/2025	11/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	[ ] **UMBRELLA LIAB** [X] OCCUR			HO25NP3Z03E19IC	11/15/2025	11/15/2026	EACH OCCURRENCE	$ 10,000,000
	X **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	[ ] DED [ ] RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			202001938	11/15/2025	11/15/2026	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Excess Liability			EXO4281644	11/15/2025	11/15/2026	Occurrence/Aggregate	10,000,000
E	Excess Liability			ENVXSS501516-01	11/15/2025	11/15/2026	Occurrence/Aggregate	5,000,000
D	Pollution Liability			HO25NP3Z03E19IC	11/15/2025	11/15/2026	See Pollution Limits	On Page 2

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Sherman
220 W Mulberry St
Sherman TX 75092
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jimmy Irwin

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AGENCY CUSTOMER ID: PENCINC-03

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Acrisure Texas Risk Advisors & Insurance Services, LLC	NAMED INSURED Pencco, Inc. 831 Bartlett Rd. Sealy TX 77474
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE: 11/15/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL COVERAGES:

POLLUTION LIABILITY LIMITS:

Products Pollution Liability Limit: $1,000,000;

Contractors Pollution Liability Limit: $1,000,000;

Transportation Pollution Liability Limit: $1,000,000;

Contractors Pollution & Transportation Pollution Aggregate: $2,000,000

Non-Owned Disposal Site Pollution Liability (Claims-made): Limit; $1,000,000; Aggregate: $2,000,000

ENDORSEMENTS:

Additional Insured endorsement included on the General Liability, Pollution Liability & Automobile Liability policies when there is a written contract between the Named Insured and the Certificate Holder requiring such status. Additional Insured Endorsement applies on a **Primary & Non Contributory** basis when required in a written contract.

The **Contractual Liability coverage** provided by the General Liability Policy will cover all liabilities assumed by the Named Insured under its contract with the Certificate Holder that is an "Insured Contract".

30 day notice of cancellation to the certificate holder, except 10 days for non-payment of premium on the Auto Liability and Workers' Compensation Policies.

Blanket Waiver of Subrogation when required by written contract on the General Liability, Auto Liability, Excess Liability and Workers' Compensation Policies.

The Excess Liability Policies provide excess coverage over the General Liability, Commercial Auto Liability, Pollution Liability, and Employer's Liability Policies.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Acrisure Texas Risk Advisors & Insurance Services, LLC
5057 Keller Springs Rd. Suite 200
Addison TX 75001

License#: BR-1797482

CONTACT NAME: Frances Hartung, CIC
PHONE (A/C, No, Ext): (800) 880-6689 **FAX (A/C, No):** (210) 696-8414
E-MAIL ADDRESS: fhartung@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Navigators Insurance Company	42307
INSURER B : Praetorian Insurance Company	37257
INSURER C : Colony Insurance Company	39993
INSURER D : Navigators Specialty Insurance Company	36056
INSURER E : Hamilton Insurance Designated Activity Company	
INSURER F :	

INSURED
Pencco, Inc.
831 Bartlett Rd.
Sealy TX 77474

PENCINC-03

COVERAGES **CERTIFICATE NUMBER:** 366598258 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X **COMMERCIAL GENERAL LIABILITY**			HO25NP3Z03E19IC	11/15/2025	11/15/2026	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X POLLUTION						MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: $10,000,000						Project/Loc Agg	$ 10,000,000
A	**AUTOMOBILE LIABILITY**			FA19NCP021206-06	11/15/2025	11/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	[ ] **UMBRELLA LIAB** [X] OCCUR			HO25NP3Z03E19IC	11/15/2025	11/15/2026	EACH OCCURRENCE	$ 10,000,000
	X **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	[ ] DED [ ] RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			202001938	11/15/2025	11/15/2026	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Excess Liability			EXO4281644	11/15/2025	11/15/2026	Occurrence/Aggregate	10,000,000
E	Excess Liability			ENVXSS501516-01	11/15/2025	11/15/2026	Occurrence/Aggregate	5,000,000
D	Pollution Liability			HO25NP3Z03E19IC	11/15/2025	11/15/2026	See Pollution Limits	On Page 2

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Sherman
220 W Mulberry St
Sherman TX 75092
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jimmy Irwin

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AGENCY CUSTOMER ID: PENCINC-03

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Acrisure Texas Risk Advisors & Insurance Services, LLC	NAMED INSURED Pencco, Inc. 831 Bartlett Rd. Sealy TX 77474
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE: 11/15/2025

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THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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Products Pollution Liability Limit: $1,000,000;

Contractors Pollution Liability Limit: $1,000,000;

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Non-Owned Disposal Site Pollution Liability (Claims-made): Limit; $1,000,000; Aggregate: $2,000,000

ENDORSEMENTS:

Additional Insured endorsement included on the General Liability, Pollution Liability & Automobile Liability policies when there is a written contract between the Named Insured and the Certificate Holder requiring such status. Additional Insured Endorsement applies on a **Primary & Non Contributory** basis when required in a written contract.

The **Contractual Liability coverage** provided by the General Liability Policy will cover all liabilities assumed by the Named Insured under its contract with the Certificate Holder that is an "Insured Contract".

30 day notice of cancellation to the certificate holder, except 10 days for non-payment of premium on the Auto Liability and Workers' Compensation Policies.

Blanket Waiver of Subrogation when required by written contract on the General Liability, Auto Liability, Excess Liability and Workers' Compensation Policies.

The Excess Liability Policies provide excess coverage over the General Liability, Commercial Auto Liability, Pollution Liability, and Employer's Liability Policies.

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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.

City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Jennifer Guajardo, the undersigned representative of Pencco, Inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, Jennifer Guajardo, the undersigned representative of Pencco, Inc. being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Jennifer Guajardo, the undersigned representative of Pencco, Inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Discriminate against a firearm entity or firearm trade association"

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Jennifer Guajardo, the undersigned representative of Pencco, Inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. "Critical Infrastructure" means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. "Cybersecurity" means" the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. "Designated Country" means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, Jennifer Guajardo, the undersigned representative of Pencco, Inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company's or its parent company's securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country "Cybersecurity" means" the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

Jennifer Guajardo
Signature of Company Representative

Jennifer Guajardo

3/16/26
Date

Bid Supervisor
Position/Title

THE STATE OF Texas

COUNTY OF Austin

BEFORE ME, the undersigned notary public on this day personally appeared

Jennifer Guajardo, on behalf of Pencco, Inc. (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 16 day of March 20 26.

SARAH L DUFFY
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 02/12/29
NOTARY ID 126803583

NOTARY PUBLIC IN AND FOR THE STATE OF Texas

City of Sherman
PO Box 1106 Sherman, TX 75091-1106

PROD-IFB9005-26

LIQUID AMMONIUM SULFATE

Expected Timeline:

Advertise	3/02 and 3/10/26
Question Deadline	3/12/26
Questions Answered	3/13/26
Estimated Council Approval	4/20/2026
Estimated Contract Start	5/01/2026

CITY OF SHERMAN, TEXAS

Bidder must submit their bid response utilizing the following:

1) Public Purchase at https://www.publicpurchase.com
2) In person at City Hall, 220 W Mulberry, Sherman, TX 75090 or
3) By courier, delivered to 220 W Mulberry, Sherman, TX 75090

Bid responses shall not be submitted by facsimile, email or other type of submission other than the stated deliveries of Public Purchase digital submission, in person, and by courier.

Prices quoted must be held for a minimum of ninety (90) days from date of bid closing. In the case of estimated requirements, the prices shall remain firm during the term of the contract. Discount from list or clauses that are known as "escalator" or "cost-plus" responses shall not be accepted.

In the case of estimated requirements, the quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease, or delete any item or items being furnished while continuing to pay the price quoted regardless of quantity.

Bids must be submitted by units specified, extended and show total. In the event of discrepancies in extension, unit prices shall govern.

F.O.B./Damage: Items shall be bid F.O.B. Destination, delivered to the designated municipal facility and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in the case of damaged goods, shall ship replacement goods immediately upon notification of City staff. Bids subject to unlimited price increases shall not be considered. The City reserves the right to solicit bids for larger projects.
The enclosed INVITATION FOR BID (IFB) and accompanying specifications is for your convenience in bidding for the City of Sherman.
Bids may be submitted as follows:

- **City of Sherman**
  Finance Dept.
  P.O. Box 1106
  Sherman, TX 75091-1106
- **Electronically at www.publicpurchase.com**
- **By delivery to City Hall, address listed above**

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Carla Hommel, City Hall, 220 W Mulberry St, Sherman, Texas 75092-1106, until the hour **2:00 PM on the 18th day of March 2026,** at which time bids duly delivered and submitted will be considered.

QUESTION AND ANSWER PERIOD
Questions will be received by email only. All questions MUST be sent to carlah@cityofsherman.com by March 12, 2026. Answers will be issued by addendum by March 13, 2026.

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council.

Each bid delivered to the City shall be sealed and clearly marked **Liquid Ammonium Sulfate 9004-26** on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.

Please note that all bids must be received at the designated location or through Public Purchase by the deadline shown. Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable. The Opening is scheduled for 2:00 p.m., Wednesday, March 4, 2026, at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

Bidders should carefully examine all terms, conditions, specifications, Evaluation Criteria, supplied agreement, and related documents. Should a bidder find discrepancies in, or omissions from, the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Carla Hommel, Purchasing Agent, at carlah@cityofsherman.com, or via phone at (903) 487-5976.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this service are not approved in the next fiscal year.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.

CHANGES OR ALTERATIONS

No part of this bid may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request, and approval by the City, will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item EXCEPT for the agreement. Only the awarded respondents shall be required to complete the agreement. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor and may be required to be a part of each bid. The City of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens delaying timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request

for an extension of the delivery or performance schedule because of such delivery.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

Successful bidder(s) agrees to extend prices to all entities that have entered or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The responding bidders are financially responsible for their own preparation of their bid document response and any/all meetings or appointments associated with this bid. The City does not assume any financial liability in a bidder's cost for their bid response.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

Termination for Default: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the city in the event of breach or default of this contract. The City reserves the right to terminate this contract within ten (10) days in the event the successful bidder fails to 1) meet delivery schedules or 2) otherwise fails to perform in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award another to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting bidder.

Termination for convenience: The City reserves the right to terminate any resulting contract from this bid for convenience, by supplying the awarded bidder with at least thirty (30) days' notice.

Venue: Bidder shall comply with all Federal and State laws and City ordinances and Codes applicable to the bidders' operation under this contract. These specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Grayson County, Texas, where venue for any proceeding arising hereunder will lie.

The apparent silence of these specifications as to detail or to the apparent omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before the elapse of 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only

if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.
It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.
The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Requests for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL TERMS

The City of Sherman reserves the right to reject any, or all, bids received because of this IFB. If a bid is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider.

Bids must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. In the event it becomes necessary to revise any part of the IFB, addenda will be provided. Responses should be prepared simply and economically providing a straightforward, and concise description of the independent contractor's ability to meet the requirements of the IFB.

The price quotations from the contractor stated in this response will not be subject to any price increase from the closing date of this IFB to the mutually agreed date of contract.

The City of Sherman reserves the right to increase or decrease the number of services based upon annual budget constraints with fifteen (15) days' notice.

The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire IFB. The bidder agrees to indemnify and hold harmless from any claim involving patent right infringement or copyrights on goods supplied.

CONTRACT

Contract Period/Renewal Terms: This is an annual contract beginning May 1, 2026. The City shall allow for one (1) initial annual term from May 01, 2026 to April 30, 2027, allowing for up to four (4) additional one (1) year renewal options. Renewal options are not guaranteed and are based solely upon the written agreement between both the City and awarded vendor. Either party dissenting will terminate the contract in accordance with its initial specified term.

EVALUATION PROCESS

All submitted proposals will be reviewed by the City of Sherman for compliance with the specified IFB requirements. The selection committee will select which responses meet the requirements and those shall receive further evaluation.

Based on the firm's response to the IFB requirements, the selection committee will determine the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. Once the firm has been selected, the City will submit an agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

BEST VALUE EVALUATION CRITERIA

40% Pricing
20% References
40% Product availability, ability to provide specified product, and delivery availability

SPECIFICATIONS

Scope

Liquid Ammonium Sulfate 38% (LAS) shall meet the minimum American Water Works Association (AWWA) Standard B302-23 for 38 wt.% LAS or latest version except where noted. All product testing shall occur in accordance with AWWA referenced standards. Vendor shall provide bulk deliveries of an estimated 3,500 gallons per order. Estimated annual usage is 40,000 gallons.

Basis for Rejection

If the liquid ammonium sulfate does not meet the chemical, physical, or safety requirements of this specification, notice shall be given to the VENDOR immediately after observing said noncompliance. In this event, VENDOR shall remove the unsuitable product from the premises of the PURCHASER at the latter's request and replace it with a like amount of satisfactory hydrochloric acid solution. The VENDOR shall be responsible for all expenses.

Chemical Requirements

Chemicals shall be ANSI/NSF Standard 60 certified for use in potable water treatment. Chemicals shall be manufactured from high-quality raw materials. This product shall contain no contaminant in an amount sufficient to increase the concentration of any heavy metals significantly above current levels or causing them to exceed any Maximum Contaminant Level, as established by the EPA under the authority of the Safe Drinking Water Act. Bid price shall be based on Section 4 Physical, Chemical, Impurities, and requirements of AWWA B302-16 for Ammonium Sulfate

Packaging and Shipment

Liquid Ammonium Sulfate shall be delivered in quantities of approximately 3,500 gallons per truckload. Certified weight tickets and MSD sheets shall be furnished with every delivery. Any chemical spill during transport and or unloading of chemicals will need to be cleaned up at suppliers/transport cost.

Container Labeling

Shipments shall bear warning labels as specified by US Department of Transportation (DOT) regulations — UN 1789 and other applicable requirements.

Affidavit of Compliance

The VENDOR shall furnish to the PURCHASER an affidavit from the manufacturer or VENDOR attesting the hydrochloric acid solution furnished under this specification complies with ANSI/NSF 60 requirement section.

Bid Worksheet

BID Number	CHEMICAL	ANSI/AWWA STANDARD	UNIT	UNIT PRICE	TOTAL ESTIMATED QUANTITY	TOTAL COST TO CITY
PROD-IFB9005-26	Liquid Ammonium Sulfate		GAL. $		40,000	$
			Shipments (As needed)			

_____ _____

Signature Print

_____ _____

Company Name Date

You must include a current SDS with your bid worksheet. If you do not include the SDS, the City has the right to reject your bid.

If you are awarded this contract, you will be required to supply an SDS with each shipment of chemical.

AFFIDAVIT OF COMPLIANCE

_____ certifies that all _____

Chemical Suppliers Company Name Chemical Name

bid, supplied, & delivered to the City of Sherman for purposes of potable water treatment are in compliance with all specifications of the City of Sherman chemical bid document for calendar year 2023. Including all chemical certifications and quality assurances as stated.

So CERTIFIED on this the day _____ day _____

Day **Month/Year**

_____

Bidding Company Name

BY: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED TO BEFORE ME this the _____ day of _____ 2023

_____

Name

My commission expires:

Affirmation of Chemical availability

Can you provide the chemical and quantity required by the city? Yes _____ No _____

Please state the length of time for delivery of chemicals after receiving verbal and/or written (email) order: _____

Please provide any other information you'd like to share about your company:

_____
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_____

Paper Bid Requirements:

If you choose to submit your bid response by paper, your documents shall include the following:

- Bid worksheet
- SDS for the chemical bid
- Affidavit of Compliance
- Affidavit of Ownership
- Form CIQ
- City of Sherman Verifications and Certifications Form (Boycott Israel, not doing business with a foreign terrorist organization, Boycott Energy companies, discriminate against firearm entity or firearm trade association, exclusion from remote access to, or control of, critical infrastructure in this State)
- References Form
- Affirmation of Chemical Availability
- Insurance acknowledgement

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared _____ (Full Name, hereafter "Affiant"), _____ (state title/capacity with Contracting Entity) of _____ (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

_____

(describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[ ] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

_____

_____

_____

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

5% Owner(s) or More **(IF NONE, STATE "NONE.")**

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____) _____

Tax Years _____

Status of Appeal (Describe) _____

_____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

_____
Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

_____
Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

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

_____ _____ _____

Name of signatory Signature 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.

City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

_____

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. “Discriminate against a firearm entity or firearm trade association”

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity ’s or association ’s status as a firearm entity or firearm trade association; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. “Critical Infrastructure” means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. “Designated Country” means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

_____ Signature of Company Representative

_____ Date

_____ Position/Title

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned notary public on this day personally appeared

_____, on behalf of _____(Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the___day of _____20__.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

CERTIFICATE OF INTERESTED PARTIES – FORM 1295 In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered on or after January 1, 2016. Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/filinginfo/1295/. Print your completed Form 1295, have it signed. Submit your completed Form 1295 to your City of Sherman department contact.

****DO NOT COMPLETE THIS FORM ON THE ETHICS WEBSITE UNTIL INSTRUCTED TO DO SO****

City's Insurance Requirements Exhibit B

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverage, with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
X	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
X	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.0

X 7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

X 8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

X 9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

X 10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 11. The Certificate of Insurance must state the project title.

__ 12. Other requirements (stated below)

Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
Texas doesn't require most private employers to have workers' compensation. But private employers who contract with government entities must provide workers' compensation coverage for the employees working on the project. Some contractors may require their subcontractors and independent contractors to have workers' compensation.

By signing this form, you agree to carry the insurance as outlined herein and provide a Certificate of Insurance to the
City upon request.

_____
Company

_____
Company Agent Signature Printed Name

_____
Date

****Remainder of this page intentionally left blank****

Contractor References

References must be for similar services

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Upload all required documents here.

AGREEMENT FOR Liquid Chlorine(Commodity)

The **City of Sherman, Texas**, a home-rule municipality ("City"), and PVS DX, Incorporated (LLC, Partnership, Inc. etc.) ("Contractor"), hereby enter into this Agreement for Liquid Chlorine ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS City desires to engage Contractor to supply Liquid Chlorine under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Deliverables.
   Contractor shall provide the commodities and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the commodities and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Deliverables").

2. Term.
   The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement. City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
   In exchange for Contractor providing the Deliverables in accordance with the Agreement Documents, City agrees to pay Contractor in accordance with the Vendor Pricing, attached hereto as Exhibit B. To the extent the terms of the Agreement Documents conflict with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, as amended ("Chapter 2251") or Subchapter I of Chapter 271 of the Texas Local Government Code, as amended ("Chapter 271"), the terms of Chapter 2251, Chapter 271 and the Agreement Documents shall control in that order.

   City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that City shall be obligated to pay monies owed Contractor for Deliverables it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

A. This Agreement.

B. Specifications, attached hereto as Exhibit A

C. Vendor Pricing, attached hereto as Exhibit B.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A or Exhibit B are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations, or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified below for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth below.

GENERAL INSURANCE REQUIREMENTS –

X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
X	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
___NO__	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
___NO__	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
X	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.00

7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

11. The Certificate of Insurance must state the project title.

INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing

work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

7. No Prohibited Interest; Vendor Disclosure.
Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of Ownership. Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict-of-Interest Questionnaire, Form CIQ.

8. Indemnity.
CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT 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 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 CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. 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.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services or providing deliverables for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify City in writing.

11. Termination.

City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently provide the Deliverables in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then City shall have the right to terminate this Agreement and

complete the work in any manner it deems desirable, including engaging other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without waiver of any other right or remedy of City.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall it be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

15. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial

consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.
The parties agree that the indemnity provision set forth herein is conspicuous and the parties have read and understood the same.

23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance with herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: PVS DX, Inc.
Attn: Jeremy Dutcher
Address: PO Box 59
Cleburne, TX 76033-0059
Telephone: 281-457-4848
Facsimile:
Email: jdutcher@pvschemicals.com

If to City, to: City of Sherman
Attn: Dr. Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: zacharyf@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

24. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

26. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement

and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.
When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

29. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

30. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

31. Certifications Required by Texas Law.

(a) Anti-Boycott Verification. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(b) Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code. Contractor represents neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201 of the Texas Government Code. The foregoing

representation excludes Contractor and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanction's regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(c) Verifications Pursuant to Chapter 2276 of the Texas Government Code. Contractor hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001 of the Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(d) Firearms. Contractor hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) of the Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager

Date: _____

ATTEST:

Teri Fine, City Clerk

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorney

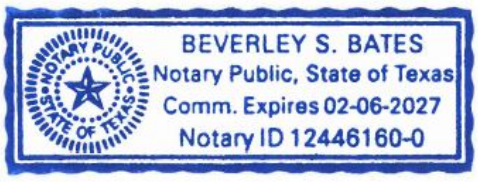
PVS DX, Inc.

By: Kurt Filer
Printed Name: Kurt Filer
Title: President
Date: _____

STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Kurt Filer, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the President (title) and duly authorized representative for PVS DX, Inc., a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of March, 2026.



Beverley S. Bates
Notary Public in and for the State of Texas
My Commission Expires: 02/06/2027

SPECIFICATIONS

Scope

This specification covers liquid chlorine for use in the disinfection of potable water. The liquid chlorine shall be contained in 150-pound cylinders and/or 1-TON containers. The liquid chlorine shall be 99.5 vol.% pure as determined by analyzing the chlorine by the method described in ANSI/AWWA B301-18 section5.3.2.1 verification section and be ANSI/NSF Standard 60 approved. Packaging and shipment shall conform to all applicable Federal, State, and Local laws and regulations. Estimated annual usage is as follows: One-ton container-120,000 pounds total (60 containers) and 150 pound cylinders-135,000 pounds total (900 cylinders).

Basis for Rejection

If the liquid chlorine or its container does not meet the chemical, physical, or safety requirements of this specification, notice shall be given to the vendor immediately after observing said noncompliance. In this event, VENDOR shall remove the unsuitable product or container from the premises of the PURCHASER at the latter's request and replace it with a like amount of satisfactory liquid chlorine in an acceptable container. The VENDOR shall be responsible for all expenses.

Requirements

The liquid chlorine supplied under this contract shall meet the chemical and physical requirements of ANSI/AWWA B301-18.

Impurities

The liquid chlorine supplied under this specification shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of people consuming water that has been properly disinfected with the liquid chlorine.

Liquid chlorine is a direct additive chemical used in the treatment of potable water. This material shall be suitable for contact with or treatment of potable water and shall be AWSI/NSF Standard 60 approved. Product specifications shall meet ANSI/AWWA B301-18

Packaging and Shipment

The manufacturer or packer shall pack the liquid chlorine in containers that comply in every respect with the current Hazardous Materials Regulations of the DOT (49 CFR 100-177 [Chapter 1, Subchapter C]) for shipment of chlorine. The containers shall be inspected, reconditioned, cleaned, maintained, and loaded in strict accordance with the latest edition of Chlorine Institute.

70.6.1 *Packing precautions.* Packagers receiving liquid chlorine from a manufacturer shall be extremely cautious during packaging operations to prevent the addition of moisture or other contaminants that would increase the formation of ferric chloride or the introduction of any other deleterious material that could clog valves, evaporators, or chlorinators.

70.6.2 *Filling density.* Filling density shall not exceed 125%. The filling density is defined as the percent ratio of the weight of chlorine in the container to the weight of water that the container will hold at 60˚F (15.6°C

Container Labeling

Each container shall be marked to clearly indicate the contents and shall bear the current precautionary information required by the US Department of Transportation (DOT), US Environmental Protection Agency (USEPA), Texas Hazard Communication Act — Container Labeling, and other regulatory agencies concerned with the hazardous nature of chlorine. Liquid chlorine is classified by DOT as a nonflammable compressed gas.

Affidavit of Compliance

The VENDOR shall furnish to the PURCHASER an affidavit of compliance stating that the liquid chlorine supplied meets this specification and complies with all applicable requirements of ANSI/AWWA B301-18 requirement section. Also, the vendor shall provide proof that the liquid chlorine supplied complies with ANSI/NSF Standard 60.

City of Sherman (TX)
Tabulation Report IFB #PROD-IFB9006 - Liquid Chlorine
Vendor: PVS DX INC

Code	Name	Item Description	Requested Brand	Alternative Brand	Item Vendor Reference #	Unit Price	Qty.	Unit	Total Price	Notes	Attachments
01	Liquid Chlorine, 1-Ton Container	This specification covers liquid chlorine for use in the disinfection of potable water. The liquid chlorine shall be contained in 1-TON containers				$1.197	120000	pounds	$143,640.00		
02	Liquid Chlorine, Cylinders	This specification covers liquid chlorine for use in the disinfection of potable water. The liquid chlorine shall be contained in 150-pound cylinders				$1.566	135000	pound	$211,410.00		
TOTAL									**$355,050.00**		

General Comments:

General Attachments:
2026 Sherman CL2 -150 Ton bid 12 PVS DX.pdf
Addendum Clarification Food Grade.pdf
Addendum Upload (1).pdf
completed Sherman Texas Bid Docs 2026-03-11
Prod-IFB9006-26 Liquid Chlorine 150 lb Cylinder One Ton Container.pdf
Insurance Requirements 2026.pdf
Pages from 2026 Sherman chemical affirmation.pdf
References 2026.pdf
SDS CL2.pdf

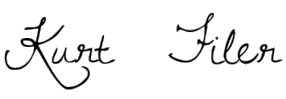
xodo sign
by apryse

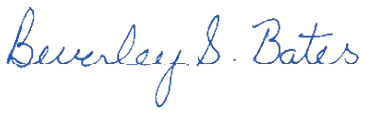
Audit Trail

Document Details

Title	Sherman Texas - PVS DX Agreement 2026-03-27
File Name	Sherman Texas - PVS DX Agreement 2026-03-27.pdf
Document ID	3bc1b45aa0734ce6986b11429653f831
Fingerprint	356523c6d5c94231c39698471ef9bd3a
Status	Completed

Document History

Document Created	Document Created by Beverley Bates (bbates@pvschemicals.com) Fingerprint: 18f22fe873d054c40a2e9720e7a66e4f	03-27-2026 02:06PM America/Chicago
Document Sent	Document Sent to Kurt Filer (kfiler@pvschemicals.com)	03-27-2026 02:06PM America/Chicago
Document Viewed	Document Viewed by Kurt Filer (kfiler@pvschemicals.com) IP: 50.96.41.145	03-27-2026 02:32PM America/Chicago
Document Viewed	Document Viewed by Kurt Filer (kfiler@pvschemicals.com) IP: 72.153.153.1	03-27-2026 02:32PM America/Chicago
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Document Signed	Document Signed by Kurt Filer (kfiler@pvschemicals.com) IP: 50.96.41.145 	03-27-2026 02:33PM America/Chicago
Document Sent	Document Sent to Beverley Bates (bbates@pvschemicals.com)	03-27-2026 02:33PM America/Chicago
Document Viewed	Document Viewed by Beverley Bates (bbates@pvschemicals.com) IP: 107.136.176.209	03-27-2026 02:46PM America/Chicago

Document Signed	Document Signed by Beverley Bates (bbates@pvschemicals.com) IP: 107.136.176.209 	03-27-2026 02:46PM America/Chicago
Document Completed	This document has been completed. Fingerprint: 356523c6d5c94231c39698471ef9bd3a	03-27-2026 02:46PM America/Chicago

Processed by xodo sign

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared Kurt R. Filer (Full Name, hereafter "Affiant"), President (state title/capacity with Contracting Entity) of PVS DX, Inc. (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

Prod-IFB9006-26 Liquid Chlorine 150 lb Cylinder & One Ton Container

(describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[X] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: PVS DX, Inc.

Business Address (No./Street): PO Box 59
(City/State/Zip Code): Cleburne, TX 76033-0059
Telephone Number: (281) 457-4848 Cust Svc
Email Address (optional): jdutcher@pvschemicals.com
Residence Address (No./Street): _____
(City/State/Zip Code): _____
Telephone Number: (817) 600-9111 Cell
Email Address (optional): _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: PVS Chemicals, Inc.

Business Address (No./Street): 10900 Harper Avenue
(City/State/Zip Code): Detroit, MI 48213
Telephone Number: (313) 921-1200
Email Address (optional): _____
Residence Address (No./Street): _____
(City/State/Zip Code): _____
Telephone Number: (_____) _____
Email Address (optional): _____

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

Orig. Dept.: _____ File/I.D. No.: _____

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____) _____

Tax Years _____

Status of Appeal (Describe) _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Kurt Filer

Affiant - Kurt R. Filer, President

SWORN TO AND SUBSCRIBED before me this 11th day of March, 2026.

(Seal)

BEVERLEY S. BATES
Notary Public, State of Texas
Comm. Expires 02-06-2027
Notary ID 12446160-0

Beverley S. Bates

Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

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.**

PVS DX, Inc.

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.**

None

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 Kurt R. Filer, President
PVS DX, Inc.

Name of signatory | Signature | Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1439345

Date Filed:
03/27/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
PVS DX, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Sherman, 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.
IFB-9006-26
Liquid Chlorine

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Nicholson, Timothy F.	Detroit, MI United States	X	
Nicholson, David A.	Detroit, MI United States	X	
Daniel, Jeffrey A.	Detroit, MI United States	X	
Filer, Kurt R.	Houston, TX United States	X	
Taub, Jonathan S.	Detroit, MI United States	X	
Bulatovic, Milisav M.	Detroit, MI United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kurt R. Filer, and my date of birth is 08/25/63.

My address is 1919 Jacintoport Blvd., Houston (city), TX (state), 77015 (zip code), USA (country).

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

Executed in Harris County, State of Texas, on the 27th day of March (month), 2026 (year).

Kurt Filer

Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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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.

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OFFICE USE ONLY

Date Received

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PVS DX, Inc.

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None

Name of Officer

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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

Kurt R. Filer, President PVS DX, Inc.	Kurt Filer	03/27/26
Name of signatory	Signature	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.

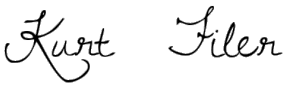
xodo sign by apryse

Audit Trail

Document Details

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Document Completed	This document has been completed. Fingerprint: 4479c8f4380d12e20156f3023ab98333	03-27-2026 02:32PM America/Chicago

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1440812

Date Filed:
03/31/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Chemtrade Chemicals US LLC
Parsippany, NJ United States

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

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.
PROD IFB-9001-26
Furnish and Supply of Liquid Aluminum Sulfate

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. [X]

6 UNSWORN DECLARATION

My name is ELIZABETH RYNO, and my date of birth is 10/26/1977.

My address is 90 EAST HALSEY ROAD, PARSIPPANY (city), NJ (state), 07054 (zip code), USA (country).

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

Executed in MORRIS County, State of NEW JERSEY, on the 31 day of March (month), 2026 (year).

Elizabeth Ryno

Signature of authorized agent of contracting business entity
(Declarant)

City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Kurt R. Filer, the undersigned representative of PVS DX, Inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, Kurt R. Filer, the undersigned representative of PVS DX, Inc. being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Kurt R. Filer, the undersigned representative of PVS DX, Inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Discriminate against a firearm entity or firearm trade association"

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Kurt R. Filer, the undersigned representative of PVS DX, Inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. “Critical Infrastructure” means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. “Designated Country” means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, Kurt R. Filer, the undersigned representative of PVS DX, Inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

Kurt Filer
_____ Signature of Company Representative

March 11, 2026 Date

President Position/Title

THE STATE OF Texas

COUNTY OF Harris

BEFORE ME, the undersigned notary public on this day personally appeared Kurt R. Filer, on behalf of PVS DX, Inc. (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 11th day of March 2026.

BEVERLEY S. BATES
Notary Public, State of Texas
Comm. Expires 02-06-2027
Notary ID 12446160-0

Beverley S. Bates
_____
NOTARY PUBLIC IN AND
FOR THE STATE OF Texas

City of Sherman
PO Box 1106 Sherman, TX 75091-1106

PROD-IFB9006-26

LIQUID CHLORINE
150 LB CYLINDER &
ONE TON CONTAINER

Expected Timeline:

Advertise	3/02 and 3/10/26
Question Deadline	3/12/26
Questions Answered	3/13/26
Estimated Council Approval	4/20/2026
Estimated Contract Start	5/01/2026

CITY OF SHERMAN, TEXAS

Bidder must submit their bid response utilizing the following:

1) Public Purchase at https://www.publicpurchase.com
2) In person at City Hall, 220 W Mulberry, Sherman, TX 75090 or
3) By courier, delivered to 220 W Mulberry, Sherman, TX 75090

Bid responses shall not be submitted by facsimile, email or other type of submission other than the stated deliveries.

Prices quoted must be held for a minimum of ninety (90) days from date of bid closing. In the case of estimated requirements, the prices shall remain firm during the term of the contract. Discount from list or clauses that are known as "escalator" or "cost-plus" responses shall not be accepted.

In the case of estimated requirements, the quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease, or delete any item or items being furnished while continuing to pay the price quoted regardless of quantity.

Bids must be submitted on units specified, extended and show total. In the event of discrepancies in extension, unit prices shall govern.

F.O.B./Damage: Items shall be bid F.O.B. Destination, delivered to the designated municipal facility and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in the case of damaged goods, shall ship replacement goods immediately upon notification of City staff. Bids subject to unlimited price increases shall not be considered. The City reserves the right to solicit bids for larger projects.

The enclosed INVITATION FOR BID (IFB) and accompanying specifications are for your convenience in bidding for the City of Sherman.

Bids may be submitted as follows:

City of Sherman
Finance Dept.

- **P.O. Box 1106**
  Sherman, TX 75091-1106
- **Electronically at www.publicpurchase.com**
- **By delivery at City Hall, address listed above.**

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Carla Hommel, City Hall, 220 W Mulberry St, Sherman, Texas 75092-1106, until the hour **2:00 PM on the 18th day of March 2026,** at which time bids duly delivered and submitted will be considered.

QUESTION AND ANSWER PERIOD

Questions will be received by email only. All questions MUST be sent to carlah@cityofsherman.com by March 12, 2026. Answers will be issued by addendum by March 13, 2026.

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council.

Each bid delivered to the City shall be sealed and clearly marked **Liquid Chlorine 9006-26** on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.

Please note that all bids must be received at the designated location or through Public Purchase by the deadline shown. Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable. The Opening is scheduled for 2:00 p.m., Wednesday, March 4, 2026, at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

Bidders should carefully examine all terms, conditions, specifications, Evaluation Criteria, supplied agreement, and related documents. Should a bidder find discrepancies in, or omissions from, the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Carla Hommel, Purchasing Agent, at carlah@cityofsherman.com, or via phone at (903) 487-5976.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this service are not approved in the next fiscal year.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.

CHANGES OR ALTERATIONS

No part of this bid may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request, and approval by the City, will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item EXCEPT for the agreement. Only the awarded respondents shall be required to complete the agreement. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor and may be required to be a part of each bid. The City of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens delaying timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice

thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

Successful bidder(s) agrees to extend prices to all entities that have entered or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The responding bidders are financially responsible for their own preparation of their bid document response and any/all meetings or appointments associated with this bid. The City does not assume any financial liability in a bidder's cost for their bid response.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

Termination for Default: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the city in the event of breach or default of this contract. The City reserves the right to terminate this contract within ten (10) days in the event the successful bidder fails to 1) meet delivery schedules or 2) otherwise fails to perform in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award another to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting bidder.

Termination for convenience: The City reserves the right to terminate any resulting contract from this bid for convenience, by supplying the awarded bidder with at least thirty (30) days' notice.

Venue: Bidder shall comply with all Federal and State laws and City ordinances and Codes applicable to the bidders' operation under this contract. These specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in

Grayson County, Texas, where venue for any proceeding arising hereunder will lie.

The apparent silence of these specifications as to detail or to the apparent omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before the elapse of 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Requests for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL TERMS

The City of Sherman reserves the right to reject any, or all, bids received because of this IFB. If a bid is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider.

Bids must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. In the event it becomes necessary to revise any part of the IFB, addenda will be provided. Responses should be prepared simply and economically providing a straightforward, and concise description of the independent contractor's ability to meet the requirements of the IFB.

The price quotations from the contractor stated in this response will not be subject to any price increase from the closing date of this IFB to the mutually agreed date of contract.

The City of Sherman reserves the right to increase or decrease the number of services based upon annual budget constraints with fifteen (15) days' notice.

The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire IFB. The bidder agrees to indemnify and hold harmless from any claim involving patent right infringement or copyrights on goods supplied.

CONTRACT

Contract Period/Renewal Terms: This is an annual contract beginning May 01, 2026. The City shall allow for one (1) initial annual term from May 01, 2026, to April 30, 2027, allowing for up to four (4) additional one (1) year renewal options. Renewal options are not guaranteed and are based solely upon the written agreement between both the City and awarded vendor. Either party dissenting will terminate the contract in accordance with its initial specified term.

EVALUATION PROCESS

All submitted proposals will be reviewed by the City of Sherman for compliance with the specified IFB requirements. The selection committee will select which responses meet the requirements and those shall receive further evaluation.

Based on the firm's response to the IFB requirements, the selection committee will determine the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. Once the firm has been selected, the City will submit an agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

BEST VALUE EVALUATION CRITERIA

40% Pricing
20% References
40% Product availability, ability to provide specified product, and delivery availability

SPECIFICATIONS

Scope

This specification covers liquid chlorine for use in the disinfection of potable water. The liquid chlorine shall be contained in 150-pound cylinders and/or 1-TON containers. The liquid chlorine shall be 99.5 vol.% pure as determined by analyzing the chlorine by the method described in ANSI/AWWA B301-18 section5.3.2.1 verification section and be ANSI/NSF Standard 60 approved. Packaging and shipment shall conform to all applicable Federal, State, and Local laws and regulations. Estimated annual usage is as follows: One-ton container-120,000 pounds total (60 containers) and 150 pound cylinders-135,000 pounds total (900 cylinders).

Basis for Rejection

If the liquid chlorine or its container does not meet the chemical, physical, or safety requirements of this specification, notice shall be given to the vendor immediately after observing said noncompliance. In this event, VENDOR shall remove the unsuitable product or container from the premises of the PURCHASER at the latter's request and replace it with a like amount of satisfactory liquid chlorine in an acceptable container. The VENDOR shall be responsible for all expenses.

Requirements

The liquid chlorine supplied under this contract shall meet the chemical and physical requirements of ANSI/AWWA B301-18.

Impurities

The liquid chlorine supplied under this specification shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of people consuming water that has been properly disinfected with the liquid chlorine.

Liquid chlorine is a direct additive chemical used in the treatment of potable water. This material shall be suitable for contact with or treatment of potable water and shall be AWSI/NSF Standard 60 approved. Product specifications shall meet ANSI/AWWA B301-18

Packaging and Shipment

The manufacturer or packer shall pack the liquid chlorine in containers that comply in every respect with the current Hazardous Materials Regulations of the DOT (49 CFR 100-177 [Chapter 1, Subchapter C]) for shipment of chlorine. The containers shall be inspected, reconditioned, cleaned, maintained, and loaded in strict accordance with the latest edition of Chlorine Institute.

70.6.1 *Packing precautions.* Packagers receiving liquid chlorine from a manufacturer shall be extremely cautious during packaging operations to prevent the addition of moisture or other contaminants that would increase the formation of ferric chloride or the introduction of any other deleterious material that could clog valves, evaporators, or chlorinators.

70.6.2 *Filling density.* Filling density shall not exceed 125%. The filling density is defined as the percent ratio of the weight of chlorine in the container to the weight of water that the container will hold at 60˚F (15.6°C

Container Labeling

Each container shall be marked to clearly indicate the contents and shall bear the current precautionary information required by the US Department of Transportation (DOT), US Environmental Protection Agency (USEPA), Texas Hazard Communication Act — Container Labeling, and other regulatory agencies concerned with the hazardous nature of chlorine. Liquid chlorine is classified by DOT as a nonflammable compressed gas.

Affidavit of Compliance

The VENDOR shall furnish to the PURCHASER an affidavit of compliance stating that the liquid chlorine supplied meets this specification and complies with all applicable requirements of ANSI/AWWA B301-18 requirement section. Also, the vendor shall provide proof that the liquid chlorine supplied complies with ANSI/NSF Standard 60.

Bid Worksheet

BID Number	CHEMICAL	ANSI/AWWA STANDARD	UNIT	UNIT PRICE	TOTAL ESTIMATED QUANTITY	TOTAL COST TO CITY
PROD-IFB9006-26	**Liquid Chlorine** 1-Ton Containers	**ANSI/AWWA B301-18**	LBS. Shipments (As needed)	$	50	$
PROD-IFB9006-26	**Liquid Chlorine** 150-lbs. Cylinders	**ANSI/AWWA B301-18**	LBS. Shipments (As needed)	$	650	$

_____ _____

Signature Print

_____ _____

Company Date

You must include a current SDS with your bid worksheet. If you do not include the SDS, the City has the right to reject your bid.

If you are awarded this contract, you will be required to supply an SDS with each shipment of chemical.

AFFIDAVIT OF COMPLIANCE

_____ certifies that all _____

Chemical Suppliers Company Name

Chemical Name

bid, supplied, & delivered to the City of Sherman for purposes of potable water treatment are in compliance with all specifications of the City of Sherman chemical bid document for calendar year 2023. Including all chemical certifications and quality assurances as stated.

So CERTIFIED on this the ___ day of _____

D **Month/Yea**

_____

Bidding Company Name

BY: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED TO BEFORE ME this the _____ day of _____ 2023

_____

Name

My commission expires:

Affirmation of Chemical availability

Can you provide the chemical and quantity required by the city? Yes _____ No _____

Please state the length of time for delivery of chemicals after receiving verbal and/or written (email) order: _____

Please provide any other information you'd like to share about your company:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Paper Bid Requirements:

If you choose to submit your bid response by paper, your documents shall include the following:

- Bid worksheet
- SDS for the chemical bid
- Affidavit of Compliance
- Affidavit of Ownership
- Form CIQ
- City of Sherman Verifications and Certifications Form (Boycott Israel, not doing business with a foreign terrorist organization, Boycott Energy companies, discriminate against firearm entity or firearm trade association, exclusion from remote access to, or control of, critical infrastructure in this State)
- References Form
- Affirmation of Chemical Availability
- Insurance acknowledgement

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared _____ (Full Name, hereafter "Affiant"), _____ (state title/capacity with Contracting Entity) of _____ (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

_____

(describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[ ] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

_____

_____

_____

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

5% Owner(s) or More **(IF NONE, STATE "NONE.")**

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____) _____

Tax Years _____

Status of Appeal (Describe) _____

_____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

_____
Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

_____
Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

_____

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. “Discriminate against a firearm entity or firearm trade association”

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity ’s or association ’s status as a firearm entity or firearm trade association; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. “Critical Infrastructure” means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. “Designated Country” means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

_____ Signature of Company Representative

_____ Date

_____ Position/Title

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned notary public on this day personally appeared

_____, on behalf of _____(Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the___day of _____20__.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

CERTIFICATE OF INTERESTED PARTIES – FORM 1295 In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered on or after January 1, 2016. Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/filinginfo/1295/. Print your completed Form 1295, have it signed. Submit your completed Form 1295 to your City of Sherman department contact.

****DO NOT COMPLETE THIS FORM ON THE ETHICS WEBSITE UNTIL INSTRUCTED TO DO SO****

City's Insurance Requirements Exhibit B

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverage, with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
X	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
X	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.0

X 7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

X 8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

X 9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

X 10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 11. The Certificate of Insurance must state the project title.

__ 12. Other requirements (stated below)

Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
Texas doesn't require most private employers to have workers' compensation. But private employers who contract with government entities must provide workers' compensation coverage for the employees working on the project. Some contractors may require their subcontractors and independent contractors to have workers' compensation.

By signing this form, you agree to carry the insurance as outlined herein and provide a Certificate of Insurance to the
City upon request.

_____
Company

_____
Company Agent Signature Printed Name

_____
Date

****Remainder of this page intentionally left blank****

Contractor References

References must be for similar services

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Upload all required documents here.

AGREEMENT FOR Sodium Hypochlorite(Commodity)

The **City of Sherman, Texas**, a home-rule municipality ("City"), and Shrieve Chemical Company, LLC (LLC, Partnership, Inc. etc.) ("Contractor"), hereby enter into this Agreement for Sodium Hypochlorite ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS City desires to engage Contractor to supply Sodium Hypochlorite under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Deliverables.
   Contractor shall provide the commodities and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the commodities and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Deliverables").

2. Term.
   The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement. City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
   In exchange for Contractor providing the Deliverables in accordance with the Agreement Documents, City agrees to pay Contractor in accordance with the Vendor Pricing, attached hereto as Exhibit B. To the extent the terms of the Agreement Documents conflict with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, as amended ("Chapter 2251") or Subchapter I of Chapter 271 of the Texas Local Government Code, as amended ("Chapter 271"), the terms of Chapter 2251, Chapter 271 and the Agreement Documents shall control in that order.

   City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that City shall be obligated to pay monies owed Contractor for Deliverables it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

A. This Agreement.

B. Specifications, attached hereto as Exhibit A

C. Vendor Pricing, attached hereto as Exhibit B.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A or Exhibit B are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations, or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified below for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth below.

GENERAL INSURANCE REQUIREMENTS –

X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
X	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
___NO__	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
___NO__	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
X	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.00

7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

11. The Certificate of Insurance must state the project title.

INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing

work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

7. No Prohibited Interest; Vendor Disclosure.
Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of Ownership. Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict-of-Interest Questionnaire, Form CIQ.

8. Indemnity.
CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT 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 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 CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. 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.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services or providing deliverables for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify City in writing.

11. Termination.

City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently provide the Deliverables in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then City shall have the right to terminate this Agreement and

complete the work in any manner it deems desirable, including engaging other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without waiver of any other right or remedy of City.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall it be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

15. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial

consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.
The parties agree that the indemnity provision set forth herein is conspicuous and the parties have read and understood the same.

23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance with herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: _____
Attn: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
Email: _____

If to City, to: City of Sherman
Attn: Dr. Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: zacharyf@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

24. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

26. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement

and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.
When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

29. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

30. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

31. Certifications Required by Texas Law.

(a) Anti-Boycott Verification. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(b) Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code. Contractor represents neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201 of the Texas Government Code. The foregoing

representation excludes Contractor and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanction's regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(c) Verifications Pursuant to Chapter 2276 of the Texas Government Code. Contractor hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001 of the Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(d) Firearms. Contractor hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) of the Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager

Date: _____

ATTEST:

Teri Fine, City Clerk

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorney

Shrieve Chemical Company, LLC
By: Patrick Cox
Printed Name: Patrick Cox
Title: Marketing Manager
Date: 4/2/2026

STATE OF TEXAS §
§
COUNTY OF Montgomery §

BEFORE ME, the undersigned authority, on this day personally appeared Patrick Cox, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the Marketing Manager (title) and duly authorized representative for Shrieve Chemical Co. LLC, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of April, 2026.

KAREN JONES
Notary Public, State of Texas
Comm. Expires 08-29-2029
Notary ID 124972208

Notary Public in and for the State of Texas
My Commission Expires: 08/29/2029

Exhibit A

Scope

This standard describes sodium hypochlorite for use in water, wastewater, and reclaimed water treatment. The City shall receive the chemical in 250–275-gallon totes. Estimated annual usage is 5,500 gallons.

Purpose

The purpose of this standard is to provide the minimum requirements for hypochlorite, including physical, chemical, sampling, testing, packaging, and shipping requirements.

Affidavit of Compliance

The VENDOR shall furnish to the PURCHASER an affidavit from the manufacturer or supplier attesting the Sodium Hypochlorite solution furnished under this specification complies with ANSI/AWWA B300-18 requirement section. Also, the vendor shall furnish proof that the Sodium Hypochlorite supplied complies with ANSI /NSF Standard 60. Materials shall comply with the requirements of the Safe Drinking Water Act and other federal regulations for potable water, wastewater systems, and reclaimed water as applicable. All hypochlorites used in water disinfection are required to be registered with the US Environmental Protection Agency (USEPA) under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA).*

Sodium hypochlorite. Sodium hypochlorite solution (NaOCl) is a clear, light-yellow liquid containing up to 200 g/L available chlorine (20 trade percent). Passing chlorine into a caustic soda solution or into a caustic soda/soda ash mix is one method of manufacturing. Another method of manufacturing is the use of an electrochemical generator. This method utilizes sodium chloride feed to an electrochemical cell where the salt is converted to sodium hypochlorite using electricity. Sodium hypochlorite solution shall be a clear liquid containing not more than 0.15 percent insoluble matter by weight.

Chemical Requirements

Sodium hypochlorite. Sodium hypochlorite shall contain not less than 100 g/L available chlorine (10 trade percent; see Sec. II.B.3 in the foreword). The total free alkali (expressed as NaOH) in sodium hypochlorite shall not exceed 1.5 percent by weight.

Impurities

General The hypochlorites supplied according to this standard shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the hypochlorites. Product certifications. Hypochlorites are direct additives used in the treatment of potable water and wastewater. This material should be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI 60, Drinking Water Treatment Chemicals-Health Effects. Evaluation shall be accomplished in accordance with requirements that are no less restrictive than those listed in NSF/ANSI 60. Certification shall be performed by a certification organization accredited by ANSI.

Packaging and Shipping

Sodium hypochlorite. Sodium hypochlorite solutions may be shipped in approved plastic containers.

Container Labeling

Required. Hypochlorites are oxidizing materials generally used by water utilities as a disinfectant. Hypochlorites used for disinfection shall be registered, labeled, and marked as prescribed by FIFRA. Labels should serve as a warning that the material is a strong oxidizing agent and that contact with heat, acids, or organic or combustible materials could cause fire. Shipments shall also bear warning labels as specified by US Department of Transportation regulations. Each package shall bear a legible statement identifying the active ingredient and content, the net weight of the contents, the name of the manufacturer or distributor, the lot number, and the brand name, if any, and other markings as required by applicable laws and regulations. Each package must bear a USEPA registration number as well as the USEPA establishment number indicating where the product was manufactured or last repackaged.

City of Sherman (TX)

Tabulation Report IFB #PROD-IFB9011-26 - Sodium Hypochlorite

Vendor: Shrieve Chemical Company, LLC

Code	Name	Item Description	Requested Brand	Alternative Brand	Item Vendor Reference #	Unit Price	Qty.	Unit	Total Price	Notes	Attachments
01	Sodium Hypochlorite	This standard describes sodium hypochlorite for use in water, wastewater, and reclaimed water treatment. The City shall receive the chemical in 250–275-gallon totes. Estimated annual usage is 5,500 gallons.				$2.50	5500	Gallons	$13,750.00	Sodium Hypochlorite - $2.50 gallon in a bulk delivery, 4500 gallons minimum required. Shrieve Chemical Company	
TOTAL									**$13,750.00**		

General Comments: Sodium Hypochlorite - $2.50 gallon in a bulk delivery, 4500 gallons minimum required.
Shrieve Chemical Company

General Attachments:
Affidavit of Ownership(1). Filled.pdf
Certificate of Insurance.pdf
CIQ(1) (1). Filled.pdf
City of Sherman Verifications and Certifications Required by Law(1). Filled.pdf
Insurance Requirements (1). Filled.pdf
References (1). Filled.pdf

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City of Sherman Verifications and Certifications Required by Law(1). Filled.pdf
Insurance Requirements (1). Filled.pdf
References (1). Filled.pdf

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared _____ (Full Name, hereafter "Affiant"), _____ (state title/capacity with Contracting Entity) of _____ (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

_____

(describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[ ] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

_____

_____

_____

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

5% Owner(s) or More **(IF NONE, STATE "NONE.")**

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____) _____

Tax Years _____

Status of Appeal (Describe) _____

_____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

_____
Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

_____
Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED Shrieve Chemical Company LLC Shrieve Chemical Products, LLC 1442 Lake Front Circle, Suite 500 The Woodlands, TX 77380	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : AIG Specialty Insurance Company — 26883 INSURER B : National Union Fire Insurance Company of P — 19445 INSURER C : Argonaut Insurance Company — 19801 INSURER D : Texas Mutual Insurance Company — 22945 INSURER E : Evanston Insurance Company — 35378 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W40140289 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	EG 14260818-03	06/30/2025	06/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	016-86-1972	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			EGU 14260819-03	06/30/2025	06/30/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	92-923-526231-4	06/30/2025	06/30/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Workers Compensation and Employers Liability - TX Per Statute		Y	0001163631	06/30/2025	06/30/2026	EL Each Accident EL Disease Ea Emp. EL Disease-Policy Lim	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an Additional Insured as respects to General Liability and Auto Liability. General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of Certificate Holder with respects to General Liability, Auto Liability and Workers Compensation, as permitted by law.

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis Towers Watson Insurance Services West, Inc.	Shrieve Chemical Company LLC Shrieve Chemical Products, LLC 1442 Lake Front Circle, Suite 500 The Woodlands, TX 77380
POLICY NUMBER See Page 1	
CARRIER: See Page 1 / NAIC CODE: See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Liability Follows Form of Underlying Coverage

INSURER AFFORDING COVERAGE: Evanston Insurance Company NAIC#: 35378

POLICY NUMBER: AXN0036-25 EFF DATE: 06/30/2025 EXP DATE: 06/30/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Liability	Each Occurrence	$10,000,000
	Aggregate	$10,000,000

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SR ID: 28325508 BATCH: 4103558 CERT: W40140289

ENDORSEMENT NO. 18

This endorsement, effective 12:01 AM, 06/30/2025

Forms a part of Policy No:EG 14260818-03

Issued to: Shrieve Chemical Company LLC

By: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

~~ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –~~
~~SCHEDULED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT~~

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY POLICY

SCHEDULE

Name of Person(s) or Organization(s):

It is hereby agreed that:

I. Solely as respects **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** and **COVERAGE E – ADDITIONAL POLLUTION LEGAL LIABILITY, SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability arising out of your ongoing operations for that insured.

II. Solely with respect to the insurance afforded to these additional insured(s), the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury** or **property damage** occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
Or countersignature (where required by law)

ENDORSEMENT NO. 12

This endorsement, effective 12:01 AM, 6/30/2025

Forms a part of Policy No: EG 14260818-03

Issued to: Shrieve Chemical Company LLC

By: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED VENDORS ENDORSEMENT – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s) (Vendor):

Where required by written contract when such contract was signed and executed prior to the sale, distribution, handling or transfer of your product

Your Products:

All products sold, handled or distributed by the insured

Solely as respects Coverages A, E-1, E-2 and E-3, if applicable, **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person(s) or organization(s) (referred to herein as the "vendor") shown in the Schedule above, but only with respect to **bodily injury, property damage, environmental damage**, or **emergency response costs** arising out of **your products** shown in the Schedule above which are distributed or sold in the regular course of the vendor's business, subject to all of the terms and conditions of this Policy and the additional following exclusions, terms and conditions:

1. The insurance afforded the vendor does not apply to:

a.B **odily injury, property damage, environmental damage**, or **emergency response costs** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b.A ny express warranty unauthorized by you;

c. Any physical or chemical change in **your product** made intentionally by the vendor;

d.R epackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of **your product**;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your product**;

g. **Your product** which, after distribution or sale by you, has been labeled or relabeled, or used as a container, part or ingredient of any other thing or substance, by or for the vendor; or

h. **Bodily injury, property damage, environmental damage** or **emergency response costs** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs **d**. or **f**. above; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of **your product**.

2. This insurance does not apply to any products you have acquired from a vendor, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Solely with respect to the coverage afforded to the vendor pursuant to this Endorsement, **SECTION IV-CONDITIONS**, paragraph **4. Other Insurance** is deleted in its entirety and replaced with the following:

4. Other Insurance

This insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such vendor whether primary, excess, contingent, or on any other basis.

All other terms, conditions, and exclusions shall remain the same

AUTHORIZED REPRESENTATIVE
Or countersignature (where required by law)

ENDORSEMENT NO. 5

This endorsement, effective 12:01 AM, 06/30/2025

Forms a part of Policy No: EG 14260818-03

Issued to: Shrieve Chemical Company LLCBy: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND POLLUTION LEGAL LIABILITY COVERAGE FORM

It is hereby agreed as follows:

SECTION IV – CONDITIONS, Paragraph **7. Transfer of Rights of Recovery Against Others to Us – Applicable to Coverages A, B, C and E** is amended by the addition of the following at the end of such subparagraph:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make under Coverage A, B, C and E for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name of Person or Organization:

Blanket where required by written contract or agreement

Los Angeles Department of Water and Power
City of Vero Beach
City of Austin-Austin Energy
Cerberus Business Finance Agency, LLC as collateral agent and its successors and assigns
FMP Agency Services, LLC, as Agent, on behalf of itself and the Lenders

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
Or countersignature (where required by law)

ENDORSEMENT NO. 13

This endorsement, effective 12:01 AM, 6/30/2025

Forms a part of Policy No: 14260818-03

Issued to: Shrieve Chemical Company LLC

By:AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS ENDORSEMENT

Solely as respects **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** and **COVERAGE E – ADDITIONAL POLLUTION LEGAL LIABILITY,** it is hereby agreed that **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured(s) the person(s) or organization(s) shown in the Schedule below, but only with respect to liability arising out of **your work** at the location designated and described in the Schedule below performed forthat additional insured(s) and included in the **products-completed operations hazard.**

SCHEDULE

Name of Additional Insured person(s) or Organization(s):

Written contract executed prior to claim or loss

Location and Description of Completed Operations:

All locations and projects of the Named Insured

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
Or countersignature (where required by law)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket - FL
Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/30/2025 Policy No. 92-923-526231-4 Endorsement No.

Policy Effective Date: 06/30/2025 - 6/30/2026 Premium $

Insured: SHRIEVE CHEMICAL COMPANY LLC

DBA:

Carrier Name / Code: Argonaut Insurance Company

WC 00 03 13
(Ed. 4-84)

Countersigned by _____

1983 National Council on Compensation Insurance.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket - GA
Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/30/2025 Policy No. 92-923-526231-4 Endorsement No.

Policy Effective Date; 6/30/2025 - 6/30/2026 Premium $

Insured: SHRIEVE CHEMICAL COMPANY LLC

DBA:

Carrier Name / Code: Argonaut Insurance Company

WC 00 03 13
(Ed. 4-84)

Countersigned by _____

©1983 National Council on Compensation Insurance.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket - IN
Where Required By Written Contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/30/2025 Policy No. 92-923-526231-4 Endorsement No.

Policy Effective Date; **06/30/2025 - 6/30/2026** Premium $

Insured: SHRIEVE CHEMICAL COMPANY LLC

DBA:

Carrier Name / Code: Argonaut Insurance Company

WC 00 03 13
(Ed. 4-84)

Countersigned by _____

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket - MI
Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date. 06/30/2025 Policy No. 92-923-526231-4 Endorsement No.

Policy Effective Date: 06/30/2025 - 6/30/2026 Premium $

Insured: SHRIEVE CHEMICAL COMPANY LLC

DBA:

Carrier Name / Code: Argonaut Insurance Company

WC 00 03 13
(Ed. 4-84)

Countersigned by _____

©1983 National Council on Compensation Insurance.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.020 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Blanket - CA

Job Description

Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/30/2025 Policy No. 92-923-526231-4 Endorsement No.

Policy Effective Date: 06/30/2025 - 6/30/2026 Premium $

Insured: SHRIEVE CHEMICAL COMPANY LLC

DBA:

Carrier Name / Code: Argonaut Insurance Company

Countersigned by _____

TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 10/1/22 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001163631 of Texas Mutual Insurance Company effective on 06/30/2025

Issued to: SHRIEVE CHEMICAL COMPANY LLC

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

9/29/22

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

Shrieve Chemical Company: N/A

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

_____ Name of signatory

_____ Signature

_____ 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.

City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Patrick Cox, the undersigned representative of Shrieve Chemical Company, LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

_____

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, Patrick Cox, the undersigned representative of Shrieve Chemical Company, LLC being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Patrick Cox, the undersigned representative of Shrieve Chemical Company, LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Discriminate against a firearm entity or firearm trade association"

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Patrick Cox, the undersigned representative of Shrieve Chemical Company, LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. “Critical Infrastructure” means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. “Designated Country” means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, Patrick Cox, the undersigned representative of Shrieve Chemical Company, LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

Patrick Cox
Signature of Company Representative

3/18/2026
Date

Marketing Manager
Position/Title

THE STATE OF Texas

COUNTY OF Montgomery

BEFORE ME, the undersigned notary public on this day personally appeared Patrick Cox, on behalf of Shrieve Chemical Co. (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 18 day of March 20 26.

KAREN JONES
Notary Public, State of Texas
Comm. Expires 08-29-2029
Notary ID 124972208

NOTARY PUBLIC IN AND
FOR THE STATE OF Texas

CERTIFICATE OF INTERESTED PARTIES – FORM 1295 In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered on or after January 1, 2016. Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/filinginfo/1295/. Print your completed Form 1295, have it signed. Submit your completed Form 1295 to your City of Sherman department contact.

****DO NOT COMPLETE THIS FORM ON THE ETHICS WEBSITE UNTIL INSTRUCTED TO DO SO****

City of Sherman (TX)
Tabulation Report IFB #PROD-IFB9011-26 - Sodium Hypochlorite
Vendor: Shrieve Chemical Company, LLC

Code	Name	Item Description	Requested Brand	Alternative Brand	Item Vendor Reference #	Unit Price	Qty.	Unit	Total Price	Notes	Attachments
01	Sodium Hypochlorite	This standard describes sodium hypochlorite for use in water, wastewater, and reclaimed water treatment. The City shall receive the chemical in 250–275-gallon totes. Estimated annual usage is 5,500 gallons.				$2.50	5500	Gallons	$13,750.00	Sodium Hypochlorite - $2.50 gallon in a bulk delivery, 4500 gallons minimum required. Shrieve Chemical Company	
TOTAL									**$13,750.00**		

General Comments: Sodium Hypochlorite - $2.50 gallon in a bulk delivery, 4500 gallons minimum required.
Shrieve Chemical Company

General Attachments:
Affidavit of Ownership(1). Filled.pdf
Certificate of Insurance.pdf
CIQ(1) (1). Filled.pdf
City of Sherman Verifications and Certifications Required by Law(1). Filled.pdf
Insurance Requirements (1). Filled.pdf
References (1). Filled.pdf

AGREEMENT FOR Hydrochloric Acid(Commodity)

The **City of Sherman, Texas**, a home-rule municipality ("City"), and Shrieve Chemical Company, LLC (LLC, Partnership, Inc. etc.) ("Contractor"), hereby enter into this Agreement for Hydrochloric Acid ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS City desires to engage Contractor to supply Hydrochloric Acid under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Deliverables.
   Contractor shall provide the commodities and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the commodities and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Deliverables").

2. Term.
   The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement. City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
   In exchange for Contractor providing the Deliverables in accordance with the Agreement Documents, City agrees to pay Contractor in accordance with the Vendor Pricing, attached hereto as Exhibit B. To the extent the terms of the Agreement Documents conflict with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, as amended ("Chapter 2251") or Subchapter I of Chapter 271 of the Texas Local Government Code, as amended ("Chapter 271"), the terms of Chapter 2251, Chapter 271 and the Agreement Documents shall control in that order.

   City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that City shall be obligated to pay monies owed Contractor for Deliverables it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

A. This Agreement.

B. Specifications, attached hereto as Exhibit A

C. Vendor Pricing, attached hereto as Exhibit B.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A or Exhibit B are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations, or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified below for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth below.

GENERAL INSURANCE REQUIREMENTS –

X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
X	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
___NO__	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
___NO__	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
X	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.00

7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

11. The Certificate of Insurance must state the project title.

INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing

work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

7. No Prohibited Interest; Vendor Disclosure.
Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of Ownership. Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict-of-Interest Questionnaire, Form CIQ.

8. Indemnity.
CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT 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 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 CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. 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.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services or providing deliverables for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify City in writing.

11. Termination.

City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently provide the Deliverables in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then City shall have the right to terminate this Agreement and

complete the work in any manner it deems desirable, including engaging other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without waiver of any other right or remedy of City.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall it be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

15. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial

consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.
The parties agree that the indemnity provision set forth herein is conspicuous and the parties have read and understood the same.

23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance with herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: _____
Attn: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
Email: _____

If to City, to: City of Sherman
Attn: Dr. Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: zacharyf@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

24. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

26. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement

and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.
When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

29. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

30. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

31. Certifications Required by Texas Law.

(a) Anti-Boycott Verification. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(b) Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code. Contractor represents neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201 of the Texas Government Code. The foregoing

representation excludes Contractor and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanction's regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(c) Verifications Pursuant to Chapter 2276 of the Texas Government Code. Contractor hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001 of the Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(d) Firearms. Contractor hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) of the Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager

Date: _____

ATTEST:

Teri Fine, City Clerk

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorney

Shrieve Chemical Company, LLC
By: Patrick Cox
Printed Name: Patrick Cox
Title: Marketing Manager
Date: 4/6/2026

STATE OF TEXAS §
§
COUNTY OF Montgomery §

BEFORE ME, the undersigned authority, on this day personally appeared Patrick Cox known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the Marketing Manager (title) and duly authorized representative for Shrieve Chemical Company, LLC, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of April, 2026.

KAREN JONES
Notary Public, State of Texas
Comm. Expires 08-29-2029
Notary ID 124972208

Notary Public in and for the State of Texas
My Commission Expires: 8/29/2029

SPECIFICATIONS

Scope

This specification covers hydrochloric acid for use in the treatment of potable water supplies to control the pH of untreated surface water. The concentration hydrochloric acid solution shall be 22 °Be (36 wt%) and be ANSI/NSF Standard 60 approved. Hydrochloric acid shall be delivered in bulk shipments of approximately 4,000 gallons per delivery, with an annual estimated use of 70,000 gallons. Packaging and shipments shall conform to all applicable Federal, State, and Local requirements.

Basis for Rejection

If the hydrochloric acid solution does not meet the chemical, physical, or safety requirements of this specification, notice shall be given to the VENDOR immediately after observing said noncompliance. In this event, VENDOR shall remove the unsuitable product from the premises of the PURCHASER at the latter's request and replace it with a like amount of satisfactory hydrochloric acid solution. The VENDOR shall be responsible for all expenses.

Chemical Requirements

The hydrochloric acid solution supplied under this contract shall be 22 °Be (or 36 wt% solution in water).

Impurities

The hydrochloric acid solution supplied under this contract shall contain no soluble minerals or organic substances in quantities capable of producing deleterious or injurious effects on the health of persons consuming water that has been treated properly with the hydrochloric acid solution.

Packaging and Shipment

Shipment of hydrochloric acid solution shall conform to the current Federal, State, and Local regulations. The hydrochloric acid solution shall be delivered in bulk tractor/trailer loads. The solution shall be made at the manufacturer's or supplier's site. The solution shall be a homogeneous, well-mixed product as delivered to PURCHASER's point of destination.

Container Labeling

Shipments shall bear warning labels as specified by US Department of Transportation (DOT) regulations — UN 1789 and other applicable requirements.

Affidavit of Compliance

The VENDOR shall furnish to the PURCHASER an affidavit from the manufacturer or VENDOR attesting the hydrochloric acid solution furnished under this specification complies with ANSI/NSF 60 requirement section.

City of Sherman (TX)
Tabulation Report IFB #PROD-IFB9004-26 - Hydrochloric Acid
Vendor: Shrieve Chemical Company, LLC

Code	Name	Item Description	Requested Brand	Alternative Brand	Item Vendor Reference #	Unit Price	Qty.	Unit	Total Price	Notes	Attachments
01	Hydrochloric Acid	The concentration hydrochloric acid solution shall be 22 °Be (36 wt%) and be ANSI/NSF Standard 60 approved.				$2.11	70000	Gallon	$147,700.00	Hydrochloric Acid = $2.11 per gallon. Shrieve Chemical Company	
TOTAL									**$147,700.00**		

General Comments: Hydrochloric Acid = $2.11 per gallon.
Shrieve Chemical Company

General Attachments:
Affidavit of Ownership(1). Filled.pdf
Certificate of Insurance.pdf
CIQ(1) (1). Filled.pdf
City of Sherman Verifications and Certifications Required by Law(1). Filled.pdf
Insurance Requirements (1). Filled.pdf
References (1). Filled.pdf

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared _____ (Full Name, hereafter "Affiant"), _____ (state title/capacity with Contracting Entity) of _____ (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

_____

(describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[ ] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

_____

_____

_____

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

5% Owner(s) or More **(IF NONE, STATE "NONE.")**

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____) _____

Tax Years _____

Status of Appeal (Describe) _____

_____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

_____
Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

_____
Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED Shrieve Chemical Company LLC Shrieve Chemical Products, LLC 1442 Lake Front Circle, Suite 500 The Woodlands, TX 77380	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : AIG Specialty Insurance Company — 26883 INSURER B : National Union Fire Insurance Company of P — 19445 INSURER C : Argonaut Insurance Company — 19801 INSURER D : Texas Mutual Insurance Company — 22945 INSURER E : Evanston Insurance Company — 35378 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W40140289 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	EG 14260818-03	06/30/2025	06/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	016-86-1972	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			EGU 14260819-03	06/30/2025	06/30/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	92-923-526231-4	06/30/2025	06/30/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Workers Compensation and Employers Liability - TX Per Statute		Y	0001163631	06/30/2025	06/30/2026	EL Each Accident EL Disease Ea Emp. EL Disease-Policy Lim	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an Additional Insured as respects to General Liability and Auto Liability. General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of Certificate Holder with respects to General Liability, Auto Liability and Workers Compensation, as permitted by law.

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis Towers Watson Insurance Services West, Inc.	Shrieve Chemical Company LLC Shrieve Chemical Products, LLC 1442 Lake Front Circle, Suite 500 The Woodlands, TX 77380
POLICY NUMBER See Page 1	
CARRIER: See Page 1 / NAIC CODE: See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Liability Follows Form of Underlying Coverage

INSURER AFFORDING COVERAGE: Evanston Insurance Company NAIC#: 35378

POLICY NUMBER: AXN0036-25 EFF DATE: 06/30/2025 EXP DATE: 06/30/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Liability	Each Occurrence	$10,000,000
	Aggregate	$10,000,000

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SR ID: 28325508 BATCH: 4103558 CERT: W40140289

ENDORSEMENT NO. 18

This endorsement, effective 12:01 AM, 06/30/2025

Forms a part of Policy No:EG 14260818-03

Issued to: Shrieve Chemical Company LLC

By: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

~~ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –~~
~~SCHEDULED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT~~

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY POLICY

SCHEDULE

Name of Person(s) or Organization(s):

It is hereby agreed that:

I. Solely as respects **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** and **COVERAGE E – ADDITIONAL POLLUTION LEGAL LIABILITY, SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability arising out of your ongoing operations for that insured.

II. Solely with respect to the insurance afforded to these additional insured(s), the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury** or **property damage** occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
Or countersignature (where required by law)

ENDORSEMENT NO. 12

This endorsement, effective 12:01 AM, 6/30/2025

Forms a part of Policy No: EG 14260818-03

Issued to: Shrieve Chemical Company LLC

By: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED VENDORS ENDORSEMENT – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s) (Vendor):

Where required by written contract when such contract was signed and executed prior to the sale, distribution, handling or transfer of your product

Your Products:

All products sold, handled or distributed by the insured

Solely as respects Coverages A, E-1, E-2 and E-3, if applicable, **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person(s) or organization(s) (referred to herein as the "vendor") shown in the Schedule above, but only with respect to **bodily injury, property damage, environmental damage**, or **emergency response costs** arising out of **your products** shown in the Schedule above which are distributed or sold in the regular course of the vendor's business, subject to all of the terms and conditions of this Policy and the additional following exclusions, terms and conditions:

1. The insurance afforded the vendor does not apply to:

a.B **odily injury, property damage, environmental damage**, or **emergency response costs** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b.A ny express warranty unauthorized by you;

c. Any physical or chemical change in **your product** made intentionally by the vendor;

d.R epackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of **your product**;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your product**;

g. **Your product** which, after distribution or sale by you, has been labeled or relabeled, or used as a container, part or ingredient of any other thing or substance, by or for the vendor; or

h. **Bodily injury, property damage, environmental damage** or **emergency response costs** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs **d**. or **f**. above; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of **your product**.

2. This insurance does not apply to any products you have acquired from a vendor, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Solely with respect to the coverage afforded to the vendor pursuant to this Endorsement, **SECTION IV-CONDITIONS**, paragraph **4. Other Insurance** is deleted in its entirety and replaced with the following:

4. Other Insurance

This insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such vendor whether primary, excess, contingent, or on any other basis.

All other terms, conditions, and exclusions shall remain the same

AUTHORIZED REPRESENTATIVE
Or countersignature (where required by law)

ENDORSEMENT NO. 5

This endorsement, effective 12:01 AM, 06/30/2025

Forms a part of Policy No: EG 14260818-03

Issued to: Shrieve Chemical Company LLCBy: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND POLLUTION LEGAL LIABILITY COVERAGE FORM

It is hereby agreed as follows:

SECTION IV – CONDITIONS, Paragraph **7. Transfer of Rights of Recovery Against Others to Us – Applicable to Coverages A, B, C and E** is amended by the addition of the following at the end of such subparagraph:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make under Coverage A, B, C and E for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name of Person or Organization:

Blanket where required by written contract or agreement

Los Angeles Department of Water and Power
City of Vero Beach
City of Austin-Austin Energy
Cerberus Business Finance Agency, LLC as collateral agent and its successors and assigns
FMP Agency Services, LLC, as Agent, on behalf of itself and the Lenders

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
Or countersignature (where required by law)

ENDORSEMENT NO. 13

This endorsement, effective 12:01 AM, 6/30/2025

Forms a part of Policy No: 14260818-03

Issued to: Shrieve Chemical Company LLC

By:AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS ENDORSEMENT

Solely as respects **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** and **COVERAGE E – ADDITIONAL POLLUTION LEGAL LIABILITY,** it is hereby agreed that **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured(s) the person(s) or organization(s) shown in the Schedule below, but only with respect to liability arising out of **your work** at the location designated and described in the Schedule below performed forthat additional insured(s) and included in the **products-completed operations hazard.**

SCHEDULE

Name of Additional Insured person(s) or Organization(s):

Written contract executed prior to claim or loss

Location and Description of Completed Operations:

All locations and projects of the Named Insured

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
Or countersignature (where required by law)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket - FL
Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/30/2025 Policy No. 92-923-526231-4 Endorsement No.

Policy Effective Date: 06/30/2025 - 6/30/2026 Premium $

Insured: SHRIEVE CHEMICAL COMPANY LLC

DBA:

Carrier Name / Code: Argonaut Insurance Company

WC 00 03 13
(Ed. 4-84)

Countersigned by _____

1983 National Council on Compensation Insurance.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket - GA
Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/30/2025 Policy No. 92-923-526231-4 Endorsement No.

Policy Effective Date; 6/30/2025 - 6/30/2026 Premium $

Insured: SHRIEVE CHEMICAL COMPANY LLC

DBA:

Carrier Name / Code: Argonaut Insurance Company

WC 00 03 13
(Ed. 4-84)

Countersigned by _____

©1983 National Council on Compensation Insurance.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket - IN
Where Required By Written Contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/30/2025 Policy No. 92-923-526231-4 Endorsement No.

Policy Effective Date; **06/30/2025 - 6/30/2026** Premium $

Insured: SHRIEVE CHEMICAL COMPANY LLC

DBA:

Carrier Name / Code: Argonaut Insurance Company

WC 00 03 13
(Ed. 4-84)

Countersigned by _____

©1983 National Council on Compensation Insurance.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket - MI
Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date. 06/30/2025 Policy No. 92-923-526231-4 Endorsement No.

Policy Effective Date: 06/30/2025 - 6/30/2026 Premium $

Insured: SHRIEVE CHEMICAL COMPANY LLC

DBA:

Carrier Name / Code: Argonaut Insurance Company

WC 00 03 13
(Ed. 4-84)

Countersigned by _____

©1983 National Council on Compensation Insurance.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.020 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Blanket - CA

Job Description

Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/30/2025 Policy No. 92-923-526231-4 Endorsement No.

Policy Effective Date: 06/30/2025 - 6/30/2026 Premium $

Insured: SHRIEVE CHEMICAL COMPANY LLC

DBA:

Carrier Name / Code: Argonaut Insurance Company

Countersigned by _____

TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 10/1/22 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001163631 of Texas Mutual Insurance Company effective on 06/30/2025

Issued to: SHRIEVE CHEMICAL COMPANY LLC

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

9/29/22

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

Shrieve Chemical Company: N/A

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

_____ Name of signatory

_____ Signature

_____ 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.

City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Patrick Cox, the undersigned representative of Shrieve Chemical Company, LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

_____

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, Patrick Cox, the undersigned representative of Shrieve Chemical Company, LLC being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Patrick Cox, the undersigned representative of Shrieve Chemical Company, LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Discriminate against a firearm entity or firearm trade association"

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Patrick Cox, the undersigned representative of Shrieve Chemical Company, LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. “Critical Infrastructure” means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. “Designated Country” means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, Patrick Cox, the undersigned representative of Shrieve Chemical Company, LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

Patrick Cox
Signature of Company Representative

3/18/2026
Date

Marketing Manager
Position/Title

THE STATE OF Texas

COUNTY OF Montgomery

BEFORE ME, the undersigned notary public on this day personally appeared Patrick Cox, on behalf of Shrieve Chemical Co. (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 18 day of March 20 26.

KAREN JONES
Notary Public, State of Texas
Comm. Expires 08-29-2029
Notary ID 124972208

NOTARY PUBLIC IN AND
FOR THE STATE OF Texas

CERTIFICATE OF INTERESTED PARTIES – FORM 1295 In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered on or after January 1, 2016. Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/filinginfo/1295/. Print your completed Form 1295, have it signed. Submit your completed Form 1295 to your City of Sherman department contact.

****DO NOT COMPLETE THIS FORM ON THE ETHICS WEBSITE UNTIL INSTRUCTED TO DO SO****

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1444578

Date Filed:
04/08/2026

Date Acknowledged:

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

Shrieve Chemical Company, LLC
The Woodlands, TX United States

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

City of Sherman

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.

PROD-IFB9004-26
Supply of Hydrochloric Acid

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Cox, Patrick	The Woodlands, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Patrick Cox, and my date of birth is 9-7-1964.

My address is 1005 Williamsburg Lane, Keller (city), TX (state), 76248 (zip code), USA (country).

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

Executed in Montgomery County, State of Texas, on the 8th day of April (month), 2026 (year).

Patrick Cox

Signature of authorized agent of contracting business entity
(Declarant)

City of Sherman
PO Box 1106 Sherman, TX 75091-1106

PROD-IFB9004-26

HYDROCHLORIC ACID-BULK

Expected Timeline:

Advertise	3/02 and 3/10/26
Question Deadline	3/12/26
Questions Answered	3/13/26
Estimated Council Approval	4/20/2026
Estimated Contract Start	5/01/2026

CITY OF SHERMAN, TEXAS

Bidder must submit their bid response utilizing the following:

1) Public Purchase at https://www.publicpurchase.com
2) In person at City Hall, 220 W Mulberry, Sherman, TX 75090 or
3) By courier, delivered to 220 W Mulberry, Sherman, TX 75090

Bid responses shall not be submitted by facsimile, email or other type of submission other than the stated deliveries of Public Purchase digital submission, in person, and by courier.

Prices quoted must be held for a minimum of ninety (90) days from date of bid closing. In the case of estimated requirements, the prices shall remain firm during the term of the contract. Discount from list or clauses that are known as "escalator" or "cost-plus" responses shall not be accepted.

In the case of estimated requirements, the quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease, or delete any item or items being furnished while continuing to pay the price quoted regardless of quantity.

Bids must be submitted by units specified, extended and show total. In the event of discrepancies in extension, unit prices shall govern.

F.O.B./Damage: Items shall be bid F.O.B. Destination, delivered to the designated municipal facility and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in the case of damaged goods, shall ship replacement goods immediately upon notification of City staff. Bids subject to unlimited price increases shall not be considered. The City reserves the right to solicit bids for larger projects.
The enclosed INVITATION FOR BID (IFB) and accompanying specifications is for your convenience in bidding for the City of Sherman.
Bids may be submitted as follows:

- **City of Sherman**
  Finance Dept.
- **P.O. Box 1106**
  Sherman, TX 75091-1106
- **Electronically at www.publicpurchase.com**
- **By delivery at City Hall, address listed above.**

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Carla Hommel, City Hall, 220 W Mulberry St, Sherman, Texas 75092-1106, until the hour **2:00 PM on the 18th day of March 2026,** at which time bids duly delivered and submitted will be considered.

QUESTION AND ANSWER PERIOD
Questions will be received by email only. All questions MUST be sent to carlah@cityofsherman.com by March 12, 2026. Answers will be issued by addendum by March 13, 2026.

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council.

Each bid delivered to the City shall be sealed and clearly marked **Hydrochloric Acid 9004-26** on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.

Please note that all bids must be received at the designated location or through Public Purchase by the deadline shown. Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable. The Opening is scheduled for 2:00 p.m., Wednesday, March 4, 2026, at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

Bidders should carefully examine all terms, conditions, specifications, Evaluation Criteria, supplied agreement, and related documents. Should a bidder find discrepancies in, or omissions from, the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Carla Hommel, Purchasing Agent, at carlah@cityofsherman.com, or via phone at (903) 487-5976.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this service are not approved in the next fiscal year.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.

CHANGES OR ALTERATIONS

No part of this bid may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request, and approval by the City, will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item EXCEPT for the agreement. Only the awarded respondents shall be required to complete the agreement. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor and may be required to be a part of each bid. The City of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens delaying timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request

for an extension of the delivery or performance schedule because of such delivery.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

Successful bidder(s) agrees to extend prices to all entities that have entered or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The responding bidders are financially responsible for their own preparation of their bid document response and any/all meetings or appointments associated with this bid. The City does not assume any financial liability in a bidder's cost for their bid response.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

Termination for Default: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the city in the event of breach or default of this contract. The City reserves the right to terminate this contract within ten (10) days in the event the successful bidder fails to 1) meet delivery schedules or 2) otherwise fails to perform in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award another to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting bidder.

Termination for convenience: The City reserves the right to terminate any resulting contract from this bid for convenience, by supplying the awarded bidder with at least thirty (30) days' notice.

Venue: Bidder shall comply with all Federal and State laws and City ordinances and Codes applicable to the bidders' operation under this contract. These specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Grayson County, Texas, where venue for any proceeding arising hereunder will lie.

The apparent silence of these specifications as to detail or to the apparent omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before the elapse of 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only

if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.
It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.
The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Requests for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL TERMS

The City of Sherman reserves the right to reject any, or all, bids received because of this IFB. If a bid is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider.

Bids must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. In the event it becomes necessary to revise any part of the IFB, addenda will be provided. Responses should be prepared simply and economically providing a straightforward, and concise description of the independent contractor's ability to meet the requirements of the IFB.

The price quotations from the contractor stated in this response will not be subject to any price increase from the closing date of this IFB to the mutually agreed date of contract.

The City of Sherman reserves the right to increase or decrease the number of services based upon annual budget constraints with fifteen (15) days' notice.

The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire IFB. The bidder agrees to indemnify and hold harmless from any claim involving patent right infringement or copyrights on goods supplied.

CONTRACT

Contract Period/Renewal Terms: This is an annual contract beginning May 1, 2026. The City shall allow for one (1) initial annual term from May 01, 2026 to April 30, 2027, allowing for up to four (4) additional one (1) year renewal options. Renewal options are not guaranteed and are based solely upon the written agreement between both the City and awarded vendor. Either party dissenting will terminate the contract in accordance with its initial specified term.

EVALUATION PROCESS

All submitted proposals will be reviewed by the City of Sherman for compliance with the specified IFB requirements. The selection committee will select which responses meet the requirements and those shall receive further evaluation.

Based on the firm's response to the IFB requirements, the selection committee will determine the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. Once the firm has been selected, the City will submit an agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

BEST VALUE EVALUATION CRITERIA

40% Pricing
20% References
40% Product availability, ability to provide specified product, and delivery availability

SPECIFICATIONS

Scope

This specification covers hydrochloric acid for use in the treatment of potable water supplies to control the pH of untreated surface water. The concentration hydrochloric acid solution shall be 22 °Be (36 wt%) and be ANSI/NSF Standard 60 approved. Hydrochloric acid shall be delivered in bulk shipments of approximately 4,000 gallons per delivery, with an annual estimated use of 70,000 gallons. Packaging and shipments shall conform to all applicable Federal, State, and Local requirements.

Basis for Rejection

If the hydrochloric acid solution does not meet the chemical, physical, or safety requirements of this specification, notice shall be given to the VENDOR immediately after observing said noncompliance. In this event, VENDOR shall remove the unsuitable product from the premises of the PURCHASER at the latter's request and replace it with a like amount of satisfactory hydrochloric acid solution. The VENDOR shall be responsible for all expenses.

Chemical Requirements

The hydrochloric acid solution supplied under this contract shall be 22 °Be (or 36 wt% solution in water).

Impurities

The hydrochloric acid solution supplied under this contract shall contain no soluble minerals or organic substances in quantities capable of producing deleterious or injurious effects on the health of persons consuming water that has been treated properly with the hydrochloric acid solution.

Packaging and Shipment

Shipment of hydrochloric acid solution shall conform to the current Federal, State, and Local regulations. The hydrochloric acid solution shall be delivered in bulk tractor/trailer loads. The solution shall be made at the manufacturer's or supplier's site. The solution shall be a homogeneous, well-mixed product as delivered to PURCHASER's point of destination.

Container Labeling

Shipments shall bear warning labels as specified by US Department of Transportation (DOT) regulations — UN 1789 and other applicable requirements.

Affidavit of Compliance

The VENDOR shall furnish to the PURCHASER an affidavit from the manufacturer or VENDOR attesting the hydrochloric acid solution furnished under this specification complies with ANSI/NSF 60 requirement section.

Bid Worksheet

BID Number	CHEMICAL	ANSI/AWWA STANDARD	UNIT	UNIT PRICE	TOTAL ESTIMATED QUANTITY	TOTAL COST TO CITY
PROD-IFB9004-26	**Hydrochloric Acid**		GAL. $		70,000	$
			Shipments (As needed)			

_____ _____
Signature Print

_____ _____
Company Name Date

You must include a current SDS with your bid worksheet. If you do not include the SDS, the City has the right to reject your bid.

If you are awarded this contract, you will be required to supply an SDS with each shipment of chemical.

AFFIDAVIT OF COMPLIANCE

_____ certifies that all _____

Chemical Suppliers Company Name — Chemical Name

bid, supplied, & delivered to the City of Sherman for purposes of potable water treatment are in compliance with all specifications of the City of Sherman chemical bid document for calendar year 2023. Including all chemical certifications and quality assurances as stated.

So CERTIFIED on this the day _____ day _____

Day — Month/Year

_____

Bidding Company Name

BY: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED TO BEFORE ME this the _____ day of _____ **20**23

_____

Name

My commission expires:

Affirmation of Chemical availability

Can you provide the chemical and quantity required by the city? Yes _____ No _____

Please state the length of time for delivery of chemicals after receiving verbal and/or written (email) order: _____

Please provide any other information you'd like to share about your company:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Paper Bid Requirements:

If you choose to submit your bid response by paper, your documents shall include the following:

- Bid worksheet
- SDS for the chemical bid
- Affidavit of Compliance
- Affidavit of Ownership
- Form CIQ
- City of Sherman Verifications and Certifications Form (Boycott Israel, not doing business with a foreign terrorist organization, Boycott Energy companies, discriminate against firearm entity or firearm trade association, exclusion from remote access to, or control of, critical infrastructure in this State)
- References Form
- Affirmation of Chemical Availability

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared _____ (Full Name, hereafter "Affiant"), _____ (state title/capacity with Contracting Entity) of _____ (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

_____

(describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[ ] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

_____

_____

_____

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

5% Owner(s) or More **(IF NONE, STATE "NONE.")**

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____) _____

Tax Years _____

Status of Appeal (Describe) _____

_____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

_____
Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

_____
Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

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

_____ _____ _____

Name of signatory Signature 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.

City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

_____

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. “Discriminate against a firearm entity or firearm trade association”

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity ’s or association ’s status as a firearm entity or firearm trade association; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. “Critical Infrastructure” means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. “Designated Country” means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

_____ Signature of Company Representative

_____ Date

_____ Position/Title

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned notary public on this day personally appeared

_____, on behalf of _____(Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the___day of _____20__.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

CERTIFICATE OF INTERESTED PARTIES – FORM 1295 In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered on or after January 1, 2016. Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/filinginfo/1295/. Print your completed Form 1295, have it signed. Submit your completed Form 1295 to your City of Sherman department contact.

****DO NOT COMPLETE THIS FORM ON THE ETHICS WEBSITE UNTIL INSTRUCTED TO DO SO****

Contractor References

References must be for similar services

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

AGREEMENT FOR Sodium Bisulfite(Commodity)

The **City of Sherman, Texas**, a home-rule municipality ("City"), and Univar Solutions USA, Incorporated (LLC, Partnership, Inc. etc.) ("Contractor"), hereby enter into this Agreement for Sodium Bisulfite ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS City desires to engage Contractor to supply Sodium Bisulfite under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Deliverables.
   Contractor shall provide the commodities and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the commodities and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Deliverables").

2. Term.
   The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement. City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
   In exchange for Contractor providing the Deliverables in accordance with the Agreement Documents, City agrees to pay Contractor in accordance with the Vendor Pricing, attached hereto as Exhibit B. To the extent the terms of the Agreement Documents conflict with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, as amended ("Chapter 2251") or Subchapter I of Chapter 271 of the Texas Local Government Code, as amended ("Chapter 271"), the terms of Chapter 2251, Chapter 271 and the Agreement Documents shall control in that order.

   City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that City shall be obligated to pay monies owed Contractor for Deliverables it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

A. This Agreement.

B. Specifications, attached hereto as Exhibit A

C. Vendor Pricing, attached hereto as Exhibit B.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A or Exhibit B are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations, or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified below for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth below.

GENERAL INSURANCE REQUIREMENTS –

X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
X	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
___NO__	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
___NO__	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
X	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.00

7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

11. The Certificate of Insurance must state the project title.

INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing

work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

7. No Prohibited Interest; Vendor Disclosure.
Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of Ownership. Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict-of-Interest Questionnaire, Form CIQ.

8. Indemnity.
CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT 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 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 CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. 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.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services or providing deliverables for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify City in writing.

11. Termination.

City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently provide the Deliverables in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then City shall have the right to terminate this Agreement and

complete the work in any manner it deems desirable, including engaging other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without waiver of any other right or remedy of City.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall it be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

15. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial

consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.
The parties agree that the indemnity provision set forth herein is conspicuous and the parties have read and understood the same.

23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance with herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: Univar Solutions USA LLC
Attn: Roise Holiday
Address: 12720 E US Hwy 92, trl: 427
Dover FL 33527
Telephone: 206-653-5075
Facsimile:
Email: roise.holidayhenry@univarsolutions.com

If to City, to: City of Sherman
Attn: Dr. Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: zacharyf@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

24. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

26. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement

and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.
When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

29. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

30. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

31. Certifications Required by Texas Law.

(a) Anti-Boycott Verification. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(b) Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code. Contractor represents neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201 of the Texas Government Code. The foregoing

representation excludes Contractor and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanction's regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(c) Verifications Pursuant to Chapter 2276 of the Texas Government Code. Contractor hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001 of the Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(d) Firearms. Contractor hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) of the Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager

Date: _____

ATTEST:

Teri Fine, City Clerk

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorney

By: _____
Printed Name: Shawnasey McCarthy
Title: Municipal Commercial Manager
Date: March 26, 2026

STATE OF ~~TEXAS~~ Florida §
§
COUNTY OF Hillsborough §

BEFORE ME, the undersigned authority, on this day personally appeared Shawnasey McCarthy known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the Municipal Commercial Manager (title) and duly authorized representative for Univar Solutions USA LLC, Washington State corp., ~~a Texas~~ corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of March, 2026.

ROISE HOLIDAY-HENRY
MY COMMISSION # HH 699739
EXPIRES: November 16, 2029

_____
Notary Public in and for the State of Texas
My Commission Expires: 11/16/2029

Exhibit A

SPECIFICATIONS

The bid price shall include all costs of manufacturing and delivery to the specified point of unloading, including placement in a specified location. ALL bids are to be quoted in cost per GALLON. Bidders shall be bound by the price listed on the Bid Form for the duration of this agreement period.

DELIVERIES:

The supplier shall furnish liquid sodium bisulfite (38-40% concentration) in the approximate quantity set forth herein, based upon orders from the General Manager, Plant Manager or Treatment Plant Operator. Deliveries shall be made within three (3) business days after receipt of order. Deliveries shall be made to the City of Sherman Water Treatment Plant, 243 La Cima Rd, Sherman, Tx, during the hours of 8:00am to 4:00pm, Monday thru Friday. The liquid sodium bisulfite shall be unloaded at the location, area or building specified by the Plant Manager or Treatment Plant Operator.

All shipments of Sodium Bisulfite will be *rejected* without the following:

- Bill of Lading
- Certified Analysis indicating Sodium Bisulfite
- Weighmaster's certificate of weight
- Applicable regulatory documents, SDS

QUANTITIES:

Liquid sodium bisulfite (25% concentration) shall be furnished in 275 to 350 gallon totes. It is estimated that the City of Sherman WTP will require approximately nine thousand (9000) gallons during the twelve-month period. This estimate is approximate only and it is understood that the supplier shall be required to supply whatever quantity may be needed at the quoted price, whether more or less than the amount estimated.

LIQUID SODIUM BISULFITE QUALITY:

Liquid sodium bisulfite to be supplied shall be 38-40% concentration, shall meet the latest requirements of "AWWA Standards for Liquid Sodium Bisulfite", be NSF 60 approved and shall be suitable for use in water treatment. A certificate of analysis shall be delivered to the City of Sherman Water Treatment Plant Manager (or his delegate) at the job site upon delivery and before off-loading of the material.

Affidavit of Compliance

The VENDOR shall furnish to the PURCHASER an affidavit from the manufacturer or VENDOR attesting the sodium bisulfite furnished under this specification. Also, the vendor shall furnish proof that the aluminum sulfate furnished complies with ANSI/NSF Standard 60.

City of Sherman (TX)

Tabulation Report IFB #PROD-IFB9008-26 - Sodium Bisulfate

Vendor: Univar Solutions USA LLC

Code	Name	Item Description	Requested Brand	Alternative Brand	Item Vendor Reference #	Unit Price	Qty.	Unit	Total Price	Notes	Attachments
01	Sodium Bisulfate	The supplier shall furnish liquid sodium bisulfite (38-40% concentration) in the approximate quantity set forth herein, based upon orders			9008-26	$4.44	9000	Gallons	$39,960.00		
TOTAL									**$39,960.00**		

General Comments:

General Attachments: CIty of Sherman Sodium Bisulfite bid 2026.pdf

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared Roise Holiday (Full Name, hereafter "Affiant"), Municipal Bid Specialist (state title/capacity with Contracting Entity) of Univar Solutions USA LLC (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

Supply and deliver Sodium Chloride

(describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[ ] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[X] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: Univar Solutions USA LLC

Business Address (No./Street) 8201 S 212th Street

(City/State/Zip Code) Kent WA 98032

Telephone Number (206) 653-5075

Email Address (optional) roise.holidayhenry@univarsolutions.com

Residence Address (No./Street) 12720 E US Hwy 92 trl: 427

(City/State/Zip Code) Dover FL 33527

Telephone Number (206) 653-5075

Email Address (optional) roise.holidayhenry@univarsolutions.com

5% Owner(s) or More **(IF NONE, STATE "NONE.")**

Name: none

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____) _____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____) _____

Email Address (optional) _____

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

Orig. Dept.: _____ File/I.D. No.: _____

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. n/a

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (___) _____

Tax Years _____

Status of Appeal (Describe) _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Roise Holiday
Affiant

SWORN TO AND SUBSCRIBED before me this 11 day of March, 2026.

(Seal)
Shelley Sue Riggle
Notary Public, State of Ohio
My Commission Expires:
08/18/2028

Shelley Sue Riggle
Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

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.**

Univar Solutions USA LLC

2 [X] **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.**

City of Sherman

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 [X] 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 [X] 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.**

n/a

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

Roise Holiday
Name of signatory

Roise Holiday
Signature

3/11/2026
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
100 North 18th Street
16th Floor
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	Illinois Union Insurance Company	27960
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Univar Solutions USA LLC
3075 Highland Parkway Suite 200
Downer's Grove IL 60515 USA

COVERAGES **CERTIFICATE NUMBER:** 570118923545 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			XSLG48983340 SIR applies per policy terms & conditions	06/01/2025	06/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR	$2,000,000 $2,000,000 Excluded $3,000,000 $3,000,000 $3,000,000 $2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			ISA H11357362 Commercial Auto	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
B	X **UMBRELLA LIAB** / X OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / X RETENTION $5,000,000			XCEG27380566012	06/01/2025	06/01/2026	EACH OCCURRENCE AGGREGATE	$3,000,000 $3,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLRC72794515 AOS	06/01/2025	06/01/2026	X PER STATUTE / OTH-ER	
A				WCUC72794539 Excess Work Comp (CA, OH, SIR applies per policy terms & conditions	06/01/2025	06/01/2026	E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
B	Environmental Site Liability			PPLG71507944003 Pollution-ClaimsMade Form SIR applies per policy terms & conditions	06/01/2025	06/01/2028	Aggregate Ea Condition SIR	$10,000,000 $2,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract number: PROD-IFB9008-26 Sodium Bisulfite. City of Sherman, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability, Env. Site Liability and Truckers Liability policies. General Liability policy evidenced herein is Primary to other insurance available to Additional Insured, but only in accordance with the policy's provisions. General Liability, Automobile Liability and Umbrella Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in

CERTIFICATE HOLDER

City of Sherman
Attn: Carla Hommel
220 W. Mulberry
Sherman TX 75090 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570118923545

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AGENCY CUSTOMER ID: 570000014538

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Univar Solutions USA LLC
POLICY NUMBER: See Certificate Number: 570118923545	
CARRIER: See Certificate Number: 570118923545 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
A				MMT H11357404 Truckers Liability	06/01/2025	06/01/2026	Combined Single Limi	$5,000,000
	WORKERS COMPENSATION							
A		N/A		SCFC72794527 Workers Compensation (WI	06/01/2025	06/01/2026		
	OTHER							
	X Claims Made Form							

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AGENCY CUSTOMER ID: 570000014538

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Univar Solutions USA LLC
POLICY NUMBER: See Certificate Number: 570118923545	
CARRIER: See Certificate Number: 570118923545 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies. Should General Liability, Automobile Liability, Truckers Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

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ADDITIONAL INSURED - VENDORS

Named Insured			Endorsement Number
Univar Solutions LLC			24
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G48983340	06/01/2025 to 06/01/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Your Products: All of "your products" subject to all other terms and conditions of this policy.

Name of Person(s) or Organization(s) (Vendor): Any Vendor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and

2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:

   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

   b. Any express warranty unauthorized by you;

   c. Any physical or chemical change in the product made intentionally by the vendor;

   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs d.or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **SECTION III – LIMITS OF INSURANCE AND RETAINED LIMIT:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the Limits of Insurance shown in the Declarations.

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Authorized Representative

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

Named Insured			Endorsement Number
Univar Solutions LLC			23
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G48983340	06/01/2025 to 06/01/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

_____
Authorized Representative

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

Named Insured			Endorsement Number
Univar Solutions LLC			21
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G48983340	06/01/2025 to 06/01/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

_____
Authorized Representative

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ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT

Named Insured			Endorsement Number
Univar Solutions LLC			25
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G48983340	06/01/2025 to 06/01/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

The following is added to Section II.2 – Who Is An Insured:

e. Any person or organization that you are required to include as an additional insured under this policy because of a written contract that:

1) Is in effect during this policy period; and
2) Was executed prior to the "occurrence" of the "bodily injury" or "property damage"; and
3) Qualifies as an "insured contract" as defined in this policy.

Any such person or organization is an additional insured only for "bodily injury" and "property damage" resulting from:

a. "your work" that you do for that additional insured pursuant to such contract; or
b. "your product" distributed or sold to that additional insured pursuant to such contract; and

such person is only an additional insured for "occurrences" taking place during the period of time required by such contract or until the end of the policy period, whichever is sooner.

However:

i) The insurance afforded to such additional insured only applies to the extent permitted by law; and

ii) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract:

x. The insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract; and
y. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.

Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written contract specifically requires that this insurance apply on a primary or non-contributory basis.

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In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any “occurrence” which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy’s terms and conditions.

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Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

Named Insured			Endorsement Number
Univar Solutions LLC			54
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G48983340	06/01/2025 TO 06/01/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and/or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
UNIVAR SOLUTIONS LLC 3075 HIGHLAND PARKWAY SUITE 200 DOWNERS GROVE IL 60515	Policy Number Symbol: WLR Number: C72794515
Policy Period 06-01-2025 **TO** 06-01-2026	Effective Date of Endorsement 06-01-2025
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and/or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. This endorsement must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE

Named Insured			Endorsement Number
Univar Solutions LLC			17
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H11357362	06/01/2025 TO 06/01/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be ***in addition to*** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.

B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.

D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

_____
Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

Named Insured			Endorsement Number
Univar Solutions LLC			16
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
MMT	H11357404	06/01/2025 TO 06/01/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and/or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

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Authorized Representative

City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Roise Holiday, the undersigned representative of Univar Solutions USA LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, Roise Holiday, the undersigned representative of Univar Solutions USA LLC being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Roise Holiday, the undersigned representative of Univar Solutions USA LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. “Discriminate against a firearm entity or firearm trade association”

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity ’s or association ’s status as a firearm entity or firearm trade association; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Roise Holiday, the undersigned representative of Univar Solutions USA LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. “Critical Infrastructure” means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. “Designated Country” means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, Roise Holiday, the undersigned representative of Univar Solutions USA LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

Roise Holiday
Signature of Company Representative

3/11/2026
Date

Position/Title

THE STATE OF Florida

COUNTY OF Hillsborough

BEFORE ME, the undersigned notary public on this day personally appeared Roise Holiday, on behalf of Univar Solutions USA LLC (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 11 day of March 20 26.

Shelley Sue Riggle
NOTARY PUBLIC IN AND
FOR THE STATE OF Ohio

NOTARIAL SEAL
STATE OF OHIO

Shelley Sue Riggle
Notary Public, State of Ohio
My Commission Expires:
08/18/2028

City of Sherman
PO Box 1106 Sherman, TX 75091-1106

PROD-IFB9008-26
SODIUM BISULFITE

Expected Timeline:

Advertise	3/02 and 3/10/26
Question Deadline	3/12/26
Questions Answered	3/13/26
Estimated Council Approval	4/20/2026
Estimated Contract Start	5/01/2026

CITY OF SHERMAN, TEXAS

Bidder must submit their bid response utilizing the following:

1) Public Purchase at https://www.publicpurchase.com
2) In person at City Hall, 220 W Mulberry, Sherman, TX 75090 or
3) By courier, delivered to 220 W Mulberry, Sherman, TX 75090

Bid responses shall not be submitted by facsimile, email or other type of submission other than the stated deliveries.

Prices quoted must be held for a minimum of ninety (90) days from date of bid closing. In the case of estimated requirements, the prices shall remain firm during the term of the contract. Discount from list or clauses that are known as "escalator" or "cost-plus" responses shall not be accepted.

In the case of estimated requirements, the quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease, or delete any item or items being furnished while continuing to pay the price quoted regardless of quantity.

Bids must be submitted on units specified, extended and show total. In the event of discrepancies in extension, unit prices shall govern.

F.O.B./Damage: Items shall be bid F.O.B. Destination, delivered to the designated municipal facility and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in the case of damaged goods, shall ship replacement goods immediately upon notification of City staff. Bids subject to unlimited price increases shall not be considered. The City reserves the right to solicit bids for larger projects.

The enclosed INVITATION FOR BID (IFB) and accompanying specifications are for your convenience in bidding for the City of Sherman.

Bids may be submitted as follows:

City of Sherman
Finance Dept.

- **P.O. Box 1106**
  Sherman, TX 75091-1106
- **Electronically at www.publicpurchase.com**
- **By delivery at City Hall, address listed above.**

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Carla Hommel, City Hall, 220 W Mulberry St, Sherman, Texas 75092-1106, until the hour **2:00 PM on the 18th day of March 2026,** at which time bids duly delivered and submitted will be considered.

QUESTION AND ANSWER PERIOD

Questions will be received by email only. All questions MUST be sent to carlah@cityofsherman.com by March 12, 2026. Answers will be issued by addendum by March 13, 2026.

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council.

Each bid delivered to the City shall be sealed and clearly marked **Sodium Bisulfite 9008-26** on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.

Please note that all bids must be received at the designated location or through Public Purchase by the deadline shown. Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable. The Opening is scheduled for 2:00 p.m., Wednesday, March 4, 2026, at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

Bidders should carefully examine all terms, conditions, specifications, Evaluation Criteria, supplied agreement, and related documents. Should a bidder find discrepancies in, or omissions from, the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Carla Hommel, Purchasing Agent, at carlah@cityofsherman.com, or via phone at (903) 487-5976.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this service are not approved in the next fiscal year.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities,

and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.

CHANGES OR ALTERATIONS

No part of this bid may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request, and approval by the City, will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item EXCEPT for the agreement. Only the awarded respondents shall be required to complete the agreement. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor and may be required to be a part of each bid. The City of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens delaying timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

Successful bidder(s) agrees to extend prices to all entities that have entered or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The responding bidders are financially responsible for their own preparation of their bid document response and any/all meetings or appointments associated with this bid. The City does not assume any financial liability in a bidder's cost for their bid response.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

Termination for Default: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the city in the event of breach or default of this contract. The City reserves the right to terminate this contract within ten (10) days in the event the successful bidder fails to 1) meet delivery schedules or 2) otherwise fails to perform in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award another to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting bidder.

Termination for convenience: The City reserves the right to terminate any resulting contract from this bid for convenience, by supplying the awarded bidder with at least thirty (30) days' notice.

Venue: Bidder shall comply with all Federal and State laws and City ordinances and Codes applicable to the bidders' operation under this contract. These specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Grayson County, Texas, where venue for any proceeding arising hereunder will lie.

The apparent silence of these specifications as to detail or to the apparent omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before the elapse of 30 days from

receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Requests for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such

determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL TERMS

The City of Sherman reserves the right to reject any, or all, bids received because of this IFB. If a bid is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider.
Bids must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. In the event it becomes necessary to revise any part of the IFB, addenda will be provided. Responses should be prepared simply and economically providing a straightforward, and concise description of the independent contractor's ability to meet the requirements of the IFB.
The price quotations from the contractor stated in this response will not be subject to any price increase from the closing date of this IFB to the mutually agreed date of contract.
The City of Sherman reserves the right to increase or decrease the number of services based upon annual budget constraints with fifteen (15) days' notice.
The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire IFB. The bidder agrees to indemnify and hold harmless from any claim involving patent right infringement or copyrights on goods supplied.

CONTRACT

Contract Period/Renewal Terms: This is an annual contract beginning May 01, 2026. The City shall allow for one (1) initial annual term from May 01, 2026 to April 30, 2027, allowing for up to four (4) additional one (1) year renewal options. Renewal options are not guaranteed and are based solely upon the written agreement between both the City and awarded vendor. Either party dissenting will terminate the contract in accordance with its initial specified term.

EVALUATION PROCESS

All submitted proposals will be reviewed by the City of Sherman for compliance with the specified IFB requirements. The selection committee will select which responses meet the requirements and those shall receive further evaluation.

Based on the firm's response to the IFB requirements, the selection committee will determine the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. Once the firm has been selected, the City will submit an agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

BEST VALUE EVALUATION CRITERIA

40% Pricing
20% References
40% Product availability, ability to provide specified product, and delivery availability

SPECIFICATIONS

The bid price shall include all costs of manufacturing and delivery to the specified point of unloading, including placement in a specified location. ALL bids are to be quoted in cost per GALLON. Bidders shall be bound by the price listed on the Bid Form for the duration of this agreement period.

DELIVERIES:

The supplier shall furnish liquid sodium bisulfite (38-40% concentration) in the approximate quantity set forth herein, based upon orders from the General Manager, Plant Manager or Treatment Plant Operator. Deliveries shall be made within three (3) business days after receipt of order. Deliveries shall be made to the City of Sherman Water Treatment Plant, 243 La Cima Rd, Sherman, Tx, during the hours of 8:00am to 4:00pm, Monday thru Friday. The liquid sodium bisulfite shall be unloaded at the location, area or building specified by the Plant Manager or Treatment Plant Operator.

All shipments of Sodium Bisulfite will be *rejected* without the following:

- Bill of Lading
- Certified Analysis indicating Sodium Bisulfite
- Weighmaster's certificate of weight
- Applicable regulatory documents, SDS

QUANTITIES:

Liquid sodium bisulfite (25% concentration) shall be furnished in 275 to 350 gallon totes. It is estimated that the City of Sherman WTP will require approximately nine thousand (9000) gallons during the twelve-month period. This estimate is approximate only and it is understood that the supplier shall be required to supply whatever quantity may be needed at the quoted price, whether more or less than the amount estimated.

LIQUID SODIUM BISULFITE QUALITY:

Liquid sodium bisulfite to be supplied shall be 38-40% concentration, shall meet the latest requirements of "AWWA Standards for Liquid Sodium Bisulfite", be NSF 60 approved and shall be suitable for use in water treatment. A certificate of analysis shall be delivered to the City of Sherman Water Treatment Plant Manager (or his delegate) at the job site upon delivery and before off-loading of the material.

Affidavit of Compliance

The VENDOR shall furnish to the PURCHASER an affidavit from the manufacturer or VENDOR attesting the sodium bisulfite furnished under this specification. Also, the vendor shall furnish proof that the aluminum sulfate furnished complies with ANSI/NSF Standard 60.

Bid Worksheet

BID Number	CHEMICAL	ANSI/AWWA STANDARD	UNIT	UNIT PRICE	TOTAL ESTIMATED QUANTITY	TOTAL COST TO CITY
PROD-IFB9008-26	Sodium Bisulfite		GAL. $		9,000	$
	38-40%, Totes		Shipments (As needed)			

_____ _____

Signature Print

_____ _____

Company Date

You must include a current SDS with your bid worksheet. If you do not include the SDS, the City has the right to reject your bid.

If you are awarded this contract, you will be required to supply an SDS with each shipment of chemical.

AFFIDAVIT OF COMPLIANCE

_____ certifies that all _____

Chemical Suppliers Company Name

Chemical Name

bid, supplied, & delivered to the City of Sherman for purposes of potable water treatment are in compliance with all specifications of the City of Sherman chemical bid document for calendar year 2023. Including all chemical certifications and quality assurances as stated.

So CERTIFIED on this the ___ day of _____

D **Month/Yea**

_____

Bidding Company Name

BY: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED TO BEFORE ME this the _____ day of _____ 2023

_____

Name

My commission expires:

Affirmation of Chemical availability

Can you provide the chemical and quantity required by the city? Yes _____ No _____

Please state the length of time for delivery of chemicals after receiving verbal and/or written (email) order: _____

Please provide any other information you'd like to share about your company:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Paper Bid Requirements:

If you choose to submit your bid response by paper, your documents shall include the following:

- Bid worksheet
- SDS for the chemical bid
- Affidavit of Compliance
- Affidavit of Ownership
- Form CIQ
- City of Sherman Verifications and Certifications Form (Boycott Israel, not doing business with a foreign terrorist organization, Boycott Energy companies, discriminate against firearm entity or firearm trade association, exclusion from remote access to, or control of, critical infrastructure in this State)
- References Form
- Affirmation of Chemical Availability
- Insurance acknowledgement

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared _____ (Full Name, hereafter "Affiant"), _____ (state title/capacity with Contracting Entity) of _____ (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

_____

(describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[ ] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

_____

_____

_____

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

5% Owner(s) or More **(IF NONE, STATE "NONE.")**

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____) _____

Tax Years _____

Status of Appeal (Describe) _____

_____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

_____
Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

_____
Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

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

_____ _____ _____

Name of signatory Signature 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.

City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

_____

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. “Discriminate against a firearm entity or firearm trade association”

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity ’s or association ’s status as a firearm entity or firearm trade association; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. “Critical Infrastructure” means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. “Designated Country” means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

_____ Signature of Company Representative

_____ Date

_____ Position/Title

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned notary public on this day personally appeared

_____, on behalf of _____(Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the___day of _____20__.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

CERTIFICATE OF INTERESTED PARTIES – FORM 1295 In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered on or after January 1, 2016. Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/filinginfo/1295/. Print your completed Form 1295, have it signed. Submit your completed Form 1295 to your City of Sherman department contact.

****DO NOT COMPLETE THIS FORM ON THE ETHICS WEBSITE UNTIL INSTRUCTED TO DO SO****

City's Insurance Requirements Exhibit B

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverage, with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
X	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
X	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.0

X 7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

X 8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

X 9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

X 10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 11. The Certificate of Insurance must state the project title.

__ 12. Other requirements (stated below)

Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
Texas doesn't require most private employers to have workers' compensation. But private employers who contract with government entities must provide workers' compensation coverage for the employees working on the project. Some contractors may require their subcontractors and independent contractors to have workers' compensation.

By signing this form, you agree to carry the insurance as outlined herein and provide a Certificate of Insurance to the
City upon request.

_____
Company

_____
Company Agent Signature Printed Name

_____
Date

****Remainder of this page intentionally left blank****

Contractor References

References must be for similar services

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Upload all required documents here.

AGREEMENT FOR Sodium Metabisulfite(Commodity)

The **City of Sherman, Texas**, a home-rule municipality ("City"), and Univar Solutions USA, LLC (LLC, Partnership, Inc. etc.) ("Contractor"), hereby enter into this Agreement for Sodium Metabisulfite ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS City desires to engage Contractor to supply Sodium Metabisulfite under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Deliverables.
   Contractor shall provide the commodities and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the commodities and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Deliverables").

2. Term.
   The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement. City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
   In exchange for Contractor providing the Deliverables in accordance with the Agreement Documents, City agrees to pay Contractor in accordance with the Vendor Pricing, attached hereto as Exhibit B. To the extent the terms of the Agreement Documents conflict with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, as amended ("Chapter 2251") or Subchapter I of Chapter 271 of the Texas Local Government Code, as amended ("Chapter 271"), the terms of Chapter 2251, Chapter 271 and the Agreement Documents shall control in that order.

   City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that City shall be obligated to pay monies owed Contractor for Deliverables it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

A. This Agreement.

B. Specifications, attached hereto as Exhibit A

C. Vendor Pricing, attached hereto as Exhibit B.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A or Exhibit B are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations, or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified below for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth below.

GENERAL INSURANCE REQUIREMENTS –

X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
X	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
___NO__	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
___NO__	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
X	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.00

7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

11. The Certificate of Insurance must state the project title.

INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing

work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

7. No Prohibited Interest; Vendor Disclosure.
Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of Ownership. Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict-of-Interest Questionnaire, Form CIQ.

8. Indemnity.
CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT 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 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 CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. 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.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services or providing deliverables for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify City in writing.

11. Termination.

City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently provide the Deliverables in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then City shall have the right to terminate this Agreement and

complete the work in any manner it deems desirable, including engaging other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without waiver of any other right or remedy of City.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall it be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

15. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial

consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.
The parties agree that the indemnity provision set forth herein is conspicuous and the parties have read and understood the same.

23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance with herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: Univar Solutions USA LLC
Attn: Roise Holiday
Address: 12720 E US Hwy 92 trl: 427
Dover FL 33527
Telephone: 206-653-5075
Facsimile:
Email: roise.holidayhenry@univarsolutions.com

If to City, to: City of Sherman
Attn: Dr. Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: zacharyf@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

24. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

26. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement

and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.
When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

29. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

30. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

31. Certifications Required by Texas Law.

(a) Anti-Boycott Verification. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(b) Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code. Contractor represents neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201 of the Texas Government Code. The foregoing

representation excludes Contractor and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanction's regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(c) Verifications Pursuant to Chapter 2276 of the Texas Government Code. Contractor hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001 of the Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(d) Firearms. Contractor hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) of the Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager

Date: _____

ATTEST:

Teri Fine, City Clerk

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorney

Univar Solutions USA LLC

By: _____
Printed Name: Shawnasey McCarthy
Title: Municipal Commercial Manager
Date: March 27, 2026

STATE OF ~~TEXAS~~ Florida §
COUNTY OF Hillsborough §

BEFORE ME, the undersigned authority, on this day personally appeared Shawnasey McCarthy known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the Municipal Commercial Manager (title) and duly authorized representative for Univar Solutions USA LLC, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of March, 2026.

NOTARY PUBLIC STATE OF FLORIDA
ROISE HOLIDAY-HENRY
MY COMMISSION # HH 699739
EXPIRES: November 16, 2029

_____
Notary Public in and for the State of Texas
My Commission Expires: 11/16/2029

Exhibit A

SPECIFICATIONS

SCOPE

This specification covers Sodium Metabisulfite for use in the treatment of potable water supplies. The concentration of the Sodium Metabisulfite shall not contain less than 65.7% available Sulfur Dioxide (SO2), which is equivalent to 97.5% Sodium Metabisulfite (Na2S2O5) and be ANSI/NSF Standard 60 approved. Packaging and shipment shall conform to all applicable Federal, State, and Local laws and regulations.

AFFADAVIT OF COMPLIANCE

The VENDOR shall furnish to the PURCHASER an affidavit from the manufacturer or supplier attesting the Sodium Metabisulfite furnished under this specification complies with ANSI/AWWA B601-17 requirement section. Also, the vendor shall furnish proof that the Sodium Metabisulfite supplied complies with ANSI /NSF Standard 60.

BASIS OF REJECTION

I f the Sodium Metabisulfite delivered does not meet the requirements of this specification, a notice of nonconformance shall be provided by the PURCHASER immediately after observing said noncompliance. The results of the PURCHASER test shall prevail unless the VENDOR notifies the PURCHASER within five (5) working days after receipt of the notice of nonconformance that a retest is desired. On receipt of the request for a retest, the PURCHASER shall forward to the VENDOR one of the sealed samples taken in accordance with ANSI/AWWA B601-17. In the event that the results obtained by the VENDOR on retesting do not agree with the test results obtained by the PURCHASER, the other sealed sample shall be forwarded, unopened, to an independent laboratory agreed on by both parties for analysis. The results of the independent analysis shall be accepted as final. The VENDOR shall pay for the cost of the independent analysis if the material does not meet the requirements of this specification. The PURCHASER shall pay for the independent analysis if it does meet the requirements of this specification.

CHEMICAL REQUIREMENTS

The Sodium Metabisulfite supplied under this contract shall not contain less than 65.7% available Sulfur Dioxide, which is equivalent to 97.5% Sodium Metabisulfite. The Sodium Metabisulfite supplied under this contract shall meet the chemical and physical requirements of ANSI /AWWA B601-17.

IMPURITIES

The Sodium Metabisulfite supplied in accordance with this specification shall contain no substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with Sodium Metabisulfite. This material shall be suitable for contact with or treatment of potable water and shall be ANSI/NSF Standard 60 approved. Verification shall conform to ANSI/AWWA B601-17.

PACKAGING AND SHIPMENT

Packaging and shipment of Sodium Metabisulfite shall conform to the current regulations of the Department of Transportation (DOT). Sodium Metabisulfite shall be delivered in the original manufacturer corrosion resistant bags. Estimated annual use is 1,500 pounds.

CONTAINER LABEING

Each container shall be registered, labeled, and marked as prescribed by the US Federal insecticide, Fungicides, and Rodenticide Act (AFRA). Shipments shall also bear warning labels as specified by US Department of Transportation (DOT) regulations. Each package shall bear a legible statement identifying the active ingredient and content, the net weight of the contents, the name of the manufacturer or distributor, the lot number, and the brand name, if any, and other markings as required by applicable laws and regulations. Each package must bear a US Environmental Protection Agency (USEPA) registration number as well as the USEPA establishment number indicating where the product was manufactured or last repackaged. Labeling shall conform to the Texas Hazard Communication Act - Container Labeling.

City of Sherman (TX)

Tabulation Report IFB #PROD-IFB9012-26 - Sodium Metabisulfite

Vendor: Univar Solutions USA LLC

Code	Name	Item Description	Requested Brand	Alternative Brand	Item Vendor Reference #	Unit Price	Qty.	Unit	Total Price	Notes	Attachments
01	Sodium Metabisulfite	This specification covers Sodium Metabisulfite for use in the treatment of potable water supplies. The concentration of the Sodium Metabisulfite shall not contain less than 65.7% available Sulfur Dioxide (SO2), which is equivalent to 97.5% Sodium Metabisulfite (Na2S2O5) and be ANSI/NSF Standard 60 approved. Packaging and shipment shall conform to all applicable Federal, State, and Local laws and regulations.			9012-26	$0.76	1000	pound	$760.00		
TOTAL									**$760.00**		

General Comments:

General Attachments: City of Sherman Sodium Metabisulfite bid 2026.pdf

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared Roise Holiday (Full Name, hereafter "Affiant"), Municipal Bid Specialist (state title/capacity with Contracting Entity) of Univar Solutions USA LLC (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

Supply and deliver Sodium Chloride

(describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[ ] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[X] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: Univar Solutions USA LLC

Business Address (No./Street) 8201 S 212th Street

(City/State/Zip Code) Kent WA 98032

Telephone Number (206) 653-5075

Email Address (optional) roise.holidayhenry@univarsolutions.com

Residence Address (No./Street) 12720 E US Hwy 92 trl: 427

(City/State/Zip Code) Dover FL 33527

Telephone Number (206) 653-5075

Email Address (optional) roise.holidayhenry@univarsolutions.com

5% Owner(s) or More **(IF NONE, STATE "NONE.")**

Name: none

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____) _____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____) _____

Email Address (optional) _____

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

Orig. Dept.: _____ File/I.D. No.: _____

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. n/a

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (___) _____

Tax Years _____

Status of Appeal (Describe) _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Roise Holiday
Affiant

SWORN TO AND SUBSCRIBED before me this 11 day of March, 2026.

(Seal)
Shelley Sue Riggle
Notary Public, State of Ohio
My Commission Expires:
08/18/2028

Shelley Sue Riggle
Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

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.**

Univar Solutions USA LLC

2 [X] **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.**

City of Sherman

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 [X] 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 [X] 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.**

n/a

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

Roise Holiday
Name of signatory

Roise Holiday
Signature

3/11/2026
Date

City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Roise Holiday, the undersigned representative of Univar Solutions USA LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, Roise Holiday, the undersigned representative of Univar Solutions USA LLC being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Roise Holiday, the undersigned representative of Univar Solutions USA LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. “Discriminate against a firearm entity or firearm trade association”

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity ’s or association ’s status as a firearm entity or firearm trade association; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Roise Holiday, the undersigned representative of Univar Solutions USA LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. “Critical Infrastructure” means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. “Designated Country” means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, Roise Holiday, the undersigned representative of Univar Solutions USA LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

Roise Holiday
Signature of Company Representative

3/11/2026
Date

Position/Title

THE STATE OF Florida

COUNTY OF Hillsborough

BEFORE ME, the undersigned notary public on this day personally appeared Roise Holiday, on behalf of Univar Solutions USA LLC (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 11 day of March 20 26.

Shelley Sue Riggle
NOTARY PUBLIC IN AND
FOR THE STATE OF Ohio

NOTARIAL SEAL
STATE OF OHIO

Shelley Sue Riggle
Notary Public, State of Ohio
My Commission Expires:
08/18/2028

City of Sherman
PO Box 1106 Sherman, TX 75091-1106

PROD-IFB9012-26

SODIUM METABISULFITE

Expected Timeline:	
Advertise	3/02 and 3/10/26
Question Deadline	3/12/26
Questions Answered	3/13/26
Estimated Council Approval	4/20/2026
Estimated Contract Start	5/01/2026

CITY OF SHERMAN, TEXAS

Bidder must submit their bid response utilizing the following:

1) Public Purchase at https://www.publicpurchase.com
2) In person at City Hall, 220 W Mulberry, Sherman, TX 75090 or
3) By courier, delivered to 220 W Mulberry, Sherman, TX 75090

Bid responses shall not be submitted by facsimile, email or other type of submission other than the stated deliveries.

Prices quoted must be held for a minimum of ninety (90) days from date of bid closing. In the case of estimated requirements, the prices shall remain firm during the term of the contract. Discount from list or clauses that are known as "escalator" or "cost-plus" responses shall not be accepted.

In the case of estimated requirements, the quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease, or delete any item or items being furnished while continuing to pay the price quoted regardless of quantity.

Bids must be submitted on units specified, extended and show total. In the event of discrepancies in extension, unit prices shall govern.

F.O.B./Damage: Items shall be bid F.O.B. Destination, delivered to the designated municipal facility and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in the case of damaged goods, shall ship replacement goods immediately upon notification of City staff. Bids subject to unlimited price increases shall not be considered. The City reserves the right to solicit bids for larger projects.

The enclosed INVITATION FOR BID (IFB) and accompanying specifications are for your convenience in bidding for the City of Sherman.

Bids may be submitted as follows:

City of Sherman
Finance Dept.

- **P.O. Box 1106**
  Sherman, TX 75091-1106
- **Electronically at www.publicpurchase.com**
- **By delivery at City Hall, address listed above.**

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Carla Hommel, City Hall, 220 W Mulberry St, Sherman, Texas 75092-1106, until the hour **2:00 PM on the 18th day of March 2026,** at which time bids duly delivered and submitted will be considered.

QUESTION AND ANSWER PERIOD

Questions will be received by email only. All questions MUST be sent to carlah@cityofsherman.com by March 12, 2026. Answers will be issued by addendum by March 13, 2026.

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council.

Each bid delivered to the City shall be sealed and clearly marked **Sodium Matabisulfite 9012-26** on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.

Please note that all bids must be received at the designated location or through Public Purchase by the deadline shown. Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable. The Opening is scheduled for 2:00 p.m., Wednesday, March 4, 2026, at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

Bidders should carefully examine all terms, conditions, specifications, Evaluation Criteria, supplied agreement, and related documents. Should a bidder find discrepancies in, or omissions from, the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Carla Hommel, Purchasing Agent, at carlah@cityofsherman.com, or via phone at (903) 487-5976.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this service are not approved in the next fiscal year.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities,

and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.

CHANGES OR ALTERATIONS

No part of this bid may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request, and approval by the City, will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item EXCEPT for the agreement. Only the awarded respondents shall be required to complete the agreement. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor and may be required to be a part of each bid. The City of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens delaying timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

Successful bidder(s) agrees to extend prices to all entities that have entered or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The responding bidders are financially responsible for their own preparation of their bid document response and any/all meetings or appointments associated with this bid. The City does not assume any financial liability in a bidder's cost for their bid response.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

Termination for Default: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the city in the event of breach or default of this contract. The City reserves the right to terminate this contract within ten (10) days in the event the successful bidder fails to 1) meet delivery schedules or 2) otherwise fails to perform in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award another to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting bidder.

Termination for convenience: The City reserves the right to terminate any resulting contract from this bid for convenience, by supplying the awarded bidder with at least thirty (30) days' notice.

Venue: Bidder shall comply with all Federal and State laws and City ordinances and Codes applicable to the bidders' operation under this contract. These specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Grayson County, Texas, where venue for any proceeding arising hereunder will lie.

The apparent silence of these specifications as to detail or to the apparent omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before the elapse of 30 days from

receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Requests for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such

determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL TERMS

The City of Sherman reserves the right to reject any, or all, bids received because of this IFB. If a bid is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider.
Bids must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. In the event it becomes necessary to revise any part of the IFB, addenda will be provided. Responses should be prepared simply and economically providing a straightforward, and concise description of the independent contractor's ability to meet the requirements of the IFB.
The price quotations from the contractor stated in this response will not be subject to any price increase from the closing date of this IFB to the mutually agreed date of contract.
The City of Sherman reserves the right to increase or decrease the number of services based upon annual budget constraints with fifteen (15) days' notice.
The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire IFB. The bidder agrees to indemnify and hold harmless from any claim involving patent right infringement or copyrights on goods supplied.

CONTRACT

Contract Period/Renewal Terms: This is an annual contract beginning May 01, 2026. The City shall allow for one (1) initial annual term from May 01, 2026 to April 30, 2027, allowing for up to four (4) additional one (1) year renewal options. Renewal options are not guaranteed and are based solely upon the written agreement between both the City and awarded vendor. Either party dissenting will terminate the contract in accordance with its initial specified term.

EVALUATION PROCESS

All submitted proposals will be reviewed by the City of Sherman for compliance with the specified IFB requirements. The selection committee will select which responses meet the requirements and those shall receive further evaluation.

Based on the firm's response to the IFB requirements, the selection committee will determine the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. Once the firm has been selected, the City will submit an agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

BEST VALUE EVALUATION CRITERIA

40% Pricing
20% References
40% Product availability, ability to provide specified product, and delivery availability

SPECIFICATIONS

SCOPE

This specification covers Sodium Metabisulfite for use in the treatment of potable water supplies. The concentration of the Sodium Metabisulfite shall not contain less than 65.7% available Sulfur Dioxide (SO2), which is equivalent to 97.5% Sodium Metabisulfite (Na2S2O5) and be ANSI/NSF Standard 60 approved. Packaging and shipment shall conform to all applicable Federal, State, and Local laws and regulations.

AFFADAVIT OF COMPLIANCE

The VENDOR shall furnish to the PURCHASER an affidavit from the manufacturer or supplier attesting the Sodium Metabisulfite furnished under this specification complies with ANSI/AWWA B601-17 requirement section. Also, the vendor shall furnish proof that the Sodium Metabisulfite supplied complies with ANSI/NSF Standard 60.

BASIS OF REJECTION

If the Sodium Metabisulfite delivered does not meet the requirements of this specification, a notice of nonconformance shall be provided by the PURCHASER immediately after observing said noncompliance. The results of the PURCHASER test shall prevail unless the VENDOR notifies the PURCHASER within five (5) working days after receipt of the notice of nonconformance that a retest is desired. On receipt of the request for a retest, the PURCHASER shall forward to the VENDOR one of the sealed samples taken in accordance with ANSI/AWWA B601-17. In the event that the results obtained by the VENDOR on retesting do not agree with the test results obtained by the PURCHASER, the other sealed sample shall be forwarded, unopened, to an independent laboratory agreed on by both parties for analysis. The results of the independent analysis shall be accepted as final. The VENDOR shall pay for the cost of the independent analysis if the material does not meet the requirements of this specification. The PURCHASER shall pay for the independent analysis if it does meet the requirements of this specification.

CHEMICAL REQUIREMENTS

The Sodium Metabisulfite supplied under this contract shall not contain less than 65.7% available Sulfur Dioxide, which is equivalent to 97.5% Sodium Metabisulfite. The Sodium Metabisulfite supplied under this contract shall meet the chemical and physical requirements of ANSI/AWWA B601-17.

IMPURITIES

The Sodium Metabisulfite supplied in accordance with this specification shall contain no substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with Sodium Metabisulfite. This material shall be suitable for contact with or treatment of potable water and shall be ANSI/NSF Standard 60 approved. Verification shall conform to ANSI/AWWA B601-17.

PACKAGING AND SHIPMENT

Packaging and shipment of Sodium Metabisulfite shall conform to the current regulations of the Department of Transportation (DOT). Sodium Metabisulfite shall be delivered in the original manufacturer corrosion- resistant bags. Estimated annual use is 1,500 pounds.

CONTAINER LABEING

Each container shall be registered, labeled, and marked as prescribed by the US Federal insecticide, Fungicides, and Rodenticide Act (AFRA). Shipments shall also bear warning labels as specified by US Department of Transportation

(DOT) regulations. Each package shall bear a legible statement identifying the active ingredient and content, the net weight of the contents, the name of the manufacturer or distributor, the lot number, and the brand name, if any, and other markings as required by applicable laws and regulations. Each package must bear a US Environmental Protection Agency (USEPA) registration number as well as the USEPA establishment number indicating where the product was manufactured or last repackaged. Labeling shall conform to the Texas Hazard Communication Act - Container Labeling.

End of Specifications

Bid Worksheet

BID Number	CHEMICAL	ANSI/AWWA STANDARD	UNIT	UNIT PRICE	TOTAL ESTIMATED QUANTITY	TOTAL COST TO CITY
PROD-IFB9012-26	**Sodium Metabisulfite**	**ANSI/AWWA B601-17**	LBS.	$	1,000	$
	98%, Powder (50lb bags)		Shipments (As needed)			

_____ _____

Signature Print

_____ _____

Company Date

You must include a current SDS with your bid worksheet. If you do not include the SDS, the City has the right to reject your bid.

If you are awarded this contract, you will be required to supply an SDS with each shipment of chemical.

AFFIDAVIT OF COMPLIANCE

_____ certifies that all _____

Chemical Suppliers Company Name Chemical Name

bid, supplied, & delivered to the City of Sherman for purposes of potable water treatment are in compliance with all specifications of the City of Sherman chemical bid document for calendar year 2023. Including all chemical certifications and quality assurances as stated.

So CERTIFIED on this the day _____ of _____

Day **Month/Year**

_____

Bidding Company Name

BY: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED TO BEFORE ME this the _____ day of _____ 2023

_____

Na
me

My commission expires:

Affirmation of Chemical availability

Can you provide the chemical and quantity required by the city? Yes _____ No _____

Please state the length of time for delivery of chemicals after receiving verbal and/or written (email) order: _____

Please provide any other information you'd like to share about your company:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Paper Bid Requirements:

If you choose to submit your bid response by paper, your documents shall include the following:

- Bid worksheet
- SDS for the chemical bid
- Affidavit of Compliance
- Affidavit of Ownership
- Form CIQ
- City of Sherman Verifications and Certifications Form (Boycott Israel, not doing business with a foreign terrorist organization, Boycott Energy companies, discriminate against firearm entity or firearm trade association, exclusion from remote access to, or control of, critical infrastructure in this State)
- References Form
- Affirmation of Chemical Availability
- Insurance acknowledgement

Additional forms to follow

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared _____ (Full Name, hereafter "Affiant"), _____ (state title/capacity with Contracting Entity) of _____ (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

_____

(describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[ ] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

_____

_____

_____

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

5% Owner(s) or More **(IF NONE, STATE "NONE.")**

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____) _____

Tax Years _____

Status of Appeal (Describe) _____

_____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

_____
Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

_____
Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

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

_____ _____ _____

Name of signatory Signature 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.

City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

_____

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. “Discriminate against a firearm entity or firearm trade association”

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity ’s or association ’s status as a firearm entity or firearm trade association; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. “Critical Infrastructure” means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. “Designated Country” means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

_____ Signature of Company Representative

_____ Date

_____ Position/Title

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned notary public on this day personally appeared

_____, on behalf of _____(Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the___day of _____20__.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

CERTIFICATE OF INTERESTED PARTIES – FORM 1295 In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered on or after January 1, 2016. Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/filinginfo/1295/. Print your completed Form 1295, have it signed. Submit your completed Form 1295 to your City of Sherman department contact.

****DO NOT COMPLETE THIS FORM ON THE ETHICS WEBSITE UNTIL INSTRUCTED TO DO SO****

City's Insurance Requirements Exhibit B

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverage, with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
X	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
X	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.0

X 7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

X 8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

X 9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

X 10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 11. The Certificate of Insurance must state the project title.

__ 12. Other requirements (stated below)

Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
Texas doesn't require most private employers to have workers' compensation. But private employers who contract with government entities must provide workers' compensation coverage for the employees working on the project. Some contractors may require their subcontractors and independent contractors to have workers' compensation.

By signing this form, you agree to carry the insurance as outlined herein and provide a Certificate of Insurance to the
City upon request.

_____
Company

_____
Company Agent Signature Printed Name

_____
Date

****Remainder of this page intentionally left blank****

Contractor References

References must be for similar services

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Upload all required documents here.

AGREEMENT FOR Sodium Chloride(Commodity)

The **City of Sherman, Texas**, a home-rule municipality ("City"), and Univar Solutions USA, LLC, (LLC, Partnership, Inc. etc.) ("Contractor"), hereby enter into this Agreement for Sodium Chloride ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS City desires to engage Contractor to supply Sodium Chloride under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Deliverables.
   Contractor shall provide the commodities and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the commodities and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Deliverables").

2. Term.
   The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement. City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
   In exchange for Contractor providing the Deliverables in accordance with the Agreement Documents, City agrees to pay Contractor in accordance with the Vendor Pricing, attached hereto as Exhibit B. To the extent the terms of the Agreement Documents conflict with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, as amended ("Chapter 2251") or Subchapter I of Chapter 271 of the Texas Local Government Code, as amended ("Chapter 271"), the terms of Chapter 2251, Chapter 271 and the Agreement Documents shall control in that order.

   City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that City shall be obligated to pay monies owed Contractor for Deliverables it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

A. This Agreement.

B. Specifications, attached hereto as Exhibit A

C. Vendor Pricing, attached hereto as Exhibit B.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A or Exhibit B are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations, or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified below for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth below.

GENERAL INSURANCE REQUIREMENTS –

X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
X	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
___NO__	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
___NO__	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
X	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.00

7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

11. The Certificate of Insurance must state the project title.

INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing

work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

7. No Prohibited Interest; Vendor Disclosure.
Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of Ownership. Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict-of-Interest Questionnaire, Form CIQ.

8. Indemnity.
CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT 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 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 CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. 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.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services or providing deliverables for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify City in writing.

11. Termination.

City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently provide the Deliverables in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then City shall have the right to terminate this Agreement and

complete the work in any manner it deems desirable, including engaging other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without waiver of any other right or remedy of City.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall it be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

15. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial

consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.
The parties agree that the indemnity provision set forth herein is conspicuous and the parties have read and understood the same.

23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance with herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: Univar Solutions USA LLC
Attn: Roise Holiday
Address: 12720 E US Hwy 92, trl: 427
Dover FL 33527
Telephone: 206-653-5075
Facsimile:
Email: roise.holidayhenry@univarsolutions.com

If to City, to: City of Sherman
Attn: Dr. Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: zacharyf@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

24. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

26. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement

and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.
When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

29. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

30. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

31. Certifications Required by Texas Law.

(a) Anti-Boycott Verification. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(b) Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code. Contractor represents neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201 of the Texas Government Code. The foregoing

representation excludes Contractor and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanction's regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(c) Verifications Pursuant to Chapter 2276 of the Texas Government Code. Contractor hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001 of the Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(d) Firearms. Contractor hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) of the Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager

Date: _____

ATTEST:

Teri Fine, City Clerk

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorney

By: _____
Printed Name: Shawnasey McCarthy
Title: Municipal Commercial Manager
Date: March 26, 2026

STATE OF ~~TEXAS~~ Florida §
§
COUNTY OF Hillsborough §

BEFORE ME, the undersigned authority, on this day personally appeared Shawnasey McCarthy known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the Municipal Commercial Manager (title) and duly authorized representative for Univar Solutions USA LLC, Washington State corp., ~~a Texas~~ corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of March, 2026.

ROISE HOLIDAY-HENRY
MY COMMISSION # HH 699739
EXPIRES: November 16, 2029

_____
Notary Public in and for the State of Texas
My Commission Expires: 11/16/2029

Exhibit A

SPECIFICATIONS

Scope

This specification covers sodium chloride to be used as a cleaning agent for the demineralization equipment. Sodium chloride shall be delivered in 100-lbs bags and be vacuum-granulated (crystalline) in form. Packaging and shipment shall conform to all
applicable Federal, State and Local requirements. Estimated annual use is 15,000 pounds.

Affidavit of Compliance

The VENDOR shall furnish to the PURCHASER an affidavit from the manufacturer or supplier attesting to the sodium hydroxide solution furnished under this specification complies with ANSI/AWWA B200-17 requirement section. Also, the vendor shall furnish proof that the sodium chloride complies with ANSI/NSF Standard 60.

Basis for Rejection

If sodium chloride does not meet the chemical, physical, or safety requirements of this specification, notice shall be given to the VENDOR immediately after observing said noncompliance but, in any case, within 30 days of receipt of shipment. In this event, VENDOR shall remove the unsuitable product from the premises of the PURCHASER at the latter's request and replace it with a like amount of satisfactory sodium chloride. The VENDOR shall be responsible for all expenses.

Chemical Requirements

Crystalline sodium chloride supplied under this contract shall be free flowing, contain no lumps, and be readily soluble in water. The sodium chloride shall have a minimum NaCI content by weight (dry basis), as determined by ANSI/AWWA B200-22 of 96 wt%.

Impurities

The sodium chloride supplied according to this specification shall contain no soluble materials or organic substances in quantities capable of producing deleterious effects on equipment or components that have been treated properly with the sodium hydroxide solution. Sodium chloride shall not exceed the maximum impurity limits listed in ANSI/AWWA B200-22. This material shall be suitable for contact with or treatment of potable water and shall be AWSI/NSF Standard 60 approved.

Packaging and Shipment

Packaging and shipment of sodium chloride shall conform to current federal, state and local regulations. The sodium chloride shall be shipped in 100-pound bags. Sodium chloride shall be packaged in new substantial containers of the type, size, and kind commonly used for the purpose. The containers shall be constructed to ensure acceptance and safe delivery by common or other carriers at the lowest rate to the point of destination called for in the contract. Packages shall be strong enough to permit coarse crushing of the salt if the material becomes caked during storage. The net weight of packages shall not deviate from the recorded weight by more than ± 2.5 wt%. If exception is taken to the weight of the material received, the

exception shall be based on a certified unit weight of not less than 10 percent of the packages shipped and selected at random from the entire shipment. Certified weight certificates shall accompany each shipment.

Container Labeling

Each shipment of sodium chloride shall carry with it some means of identification. Identification shall include the net weight of the contents, the name of the manufacturer, the brand (if any), and other markings as required by applicable laws and regulations. Container labeling shall conform to the Texas Hazard Communications Act — Container Labeling

City of Sherman (TX)

Tabulation Report IFB #PROD-IFB9009-26 - Sodium Chloride

Vendor: Univar Solutions USA LLC

Code	Name	Item Description	Requested Brand	Alternative Brand	Item Vendor Reference #	Unit Price	Qty.	Unit	Total Price	Notes	Attachments
01	Sodium Chloride	Sodium chloride shall be delivered in 100-lbs bags and be vacuum-granulated (crystalline) in form.			9009-26	$0.35	15000	pounds	$5,250.00		
TOTAL									**$5,250.00**		

General Comments:

General Attachments: City of Sherman sodium Chloride bid 2026.pdf

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared Roise Holiday (Full Name, hereafter "Affiant"), Municipal Bid Specialist (state title/capacity with Contracting Entity) of Univar Solutions USA LLC (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

Supply and deliver Sodium Chloride

(describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[ ] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[X] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: Univar Solutions USA LLC

Business Address (No./Street) 8201 S 212th Street

(City/State/Zip Code) Kent WA 98032

Telephone Number (206) 653-5075

Email Address (optional) roise.holidayhenry@univarsolutions.com

Residence Address (No./Street) 12720 E US Hwy 92 trl: 427

(City/State/Zip Code) Dover FL 33527

Telephone Number (206) 653-5075

Email Address (optional) roise.holidayhenry@univarsolutions.com

5% Owner(s) or More **(IF NONE, STATE "NONE.")**

Name: none

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____) _____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____) _____

Email Address (optional) _____

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

Orig. Dept.: _____ File/I.D. No.: _____

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. n/a

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (___) _____

Tax Years _____

Status of Appeal (Describe) _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Roise Holiday
Affiant

SWORN TO AND SUBSCRIBED before me this 11 day of March, 2026.

(Seal)
Shelley Sue Riggle
Notary Public, State of Ohio
My Commission Expires:
08/18/2028

Shelley Sue Riggle
Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

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.**

Univar Solutions USA LLC

2 [X] **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.**

City of Sherman

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 [X] 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 [X] 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.**

n/a

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

Roise Holiday
Name of signatory

Roise Holiday
Signature

3/11/2026
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
100 North 18th Street
16th Floor
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	Illinois Union Insurance Company	27960
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Univar Solutions USA LLC
3075 Highland Parkway Suite 200
Downer's Grove IL 60515 USA

COVERAGES **CERTIFICATE NUMBER:** 570118923545 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			XSLG48983340 SIR applies per policy terms & conditions	06/01/2025	06/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR	$2,000,000 $2,000,000 Excluded $3,000,000 $3,000,000 $3,000,000 $2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			ISA H11357362 Commercial Auto	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
B	X **UMBRELLA LIAB** / X OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / X RETENTION $5,000,000			XCEG27380566012	06/01/2025	06/01/2026	EACH OCCURRENCE AGGREGATE	$3,000,000 $3,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLRC72794515 AOS	06/01/2025	06/01/2026	X PER STATUTE / OTH-ER	
A				WCUC72794539 Excess Work Comp (CA, OH, SIR applies per policy terms & conditions	06/01/2025	06/01/2026	E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
B	Environmental Site Liability			PPLG71507944003 Pollution-ClaimsMade Form SIR applies per policy terms & conditions	06/01/2025	06/01/2028	Aggregate Ea Condition SIR	$10,000,000 $2,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract number: PROD-IFB9008-26 Sodium Bisulfite. City of Sherman, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability, Env. Site Liability and Truckers Liability policies. General Liability policy evidenced herein is Primary to other insurance available to Additional Insured, but only in accordance with the policy's provisions. General Liability, Automobile Liability and Umbrella Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in

CERTIFICATE HOLDER

City of Sherman
Attn: Carla Hommel
220 W. Mulberry
Sherman TX 75090 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570118923545

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AGENCY CUSTOMER ID: 570000014538

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Univar Solutions USA LLC
POLICY NUMBER: See Certificate Number: 570118923545	
CARRIER: See Certificate Number: 570118923545 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
A				MMT H11357404 Truckers Liability	06/01/2025	06/01/2026	Combined Single Limi	$5,000,000
	WORKERS COMPENSATION							
A		N/A		SCFC72794527 Workers Compensation (WI	06/01/2025	06/01/2026		
	OTHER							
	X Claims Made Form							

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AGENCY CUSTOMER ID: 570000014538

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Univar Solutions USA LLC
POLICY NUMBER: See Certificate Number: 570118923545	
CARRIER: See Certificate Number: 570118923545 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies. Should General Liability, Automobile Liability, Truckers Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

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ADDITIONAL INSURED - VENDORS

Named Insured			Endorsement Number
Univar Solutions LLC			24
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G48983340	06/01/2025 to 06/01/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Your Products: All of "your products" subject to all other terms and conditions of this policy.

Name of Person(s) or Organization(s) (Vendor): Any Vendor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and

2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:

   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

   b. Any express warranty unauthorized by you;

   c. Any physical or chemical change in the product made intentionally by the vendor;

   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs d.or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **SECTION III – LIMITS OF INSURANCE AND RETAINED LIMIT:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the Limits of Insurance shown in the Declarations.

_____

Authorized Representative

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

Named Insured			Endorsement Number
Univar Solutions LLC			23
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G48983340	06/01/2025 to 06/01/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

_____
Authorized Representative

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

Named Insured			Endorsement Number
Univar Solutions LLC			21
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G48983340	06/01/2025 to 06/01/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

_____
Authorized Representative

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ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT

Named Insured			Endorsement Number
Univar Solutions LLC			25
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G48983340	06/01/2025 to 06/01/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

The following is added to Section II.2 – Who Is An Insured:

e. Any person or organization that you are required to include as an additional insured under this policy because of a written contract that:

1) Is in effect during this policy period; and
2) Was executed prior to the "occurrence" of the "bodily injury" or "property damage"; and
3) Qualifies as an "insured contract" as defined in this policy.

Any such person or organization is an additional insured only for "bodily injury" and "property damage" resulting from:

a. "your work" that you do for that additional insured pursuant to such contract; or
b. "your product" distributed or sold to that additional insured pursuant to such contract; and

such person is only an additional insured for "occurrences" taking place during the period of time required by such contract or until the end of the policy period, whichever is sooner.

However:

i) The insurance afforded to such additional insured only applies to the extent permitted by law; and

ii) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract:

x. The insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract; and
y. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.

Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written contract specifically requires that this insurance apply on a primary or non-contributory basis.

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In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any “occurrence” which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy’s terms and conditions.

_____

Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

Named Insured			Endorsement Number
Univar Solutions LLC			54
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G48983340	06/01/2025 TO 06/01/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and/or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
UNIVAR SOLUTIONS LLC 3075 HIGHLAND PARKWAY SUITE 200 DOWNERS GROVE IL 60515	Policy Number Symbol: WLR Number: C72794515
Policy Period 06-01-2025 **TO** 06-01-2026	Effective Date of Endorsement 06-01-2025
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and/or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. This endorsement must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE

Named Insured			Endorsement Number
Univar Solutions LLC			17
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H11357362	06/01/2025 TO 06/01/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be ***in addition to*** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.

B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.

D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

_____
Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

Named Insured			Endorsement Number
Univar Solutions LLC			16
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
MMT	H11357404	06/01/2025 TO 06/01/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and/or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

_____

Authorized Representative

City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Roise Holiday, the undersigned representative of Univar Solutions USA LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, Roise Holiday, the undersigned representative of Univar Solutions USA LLC being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Roise Holiday, the undersigned representative of Univar Solutions USA LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. “Discriminate against a firearm entity or firearm trade association”

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity ’s or association ’s status as a firearm entity or firearm trade association; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Roise Holiday, the undersigned representative of Univar Solutions USA LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. “Critical Infrastructure” means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. “Designated Country” means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, Roise Holiday, the undersigned representative of Univar Solutions USA LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

Roise Holiday
Signature of Company Representative

3/11/2026
Date

Position/Title

THE STATE OF Florida

COUNTY OF Hillsborough

BEFORE ME, the undersigned notary public on this day personally appeared Roise Holiday, on behalf of Univar Solutions USA LLC (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 11 day of March 20 26.

Shelley Sue Riggle
NOTARY PUBLIC IN AND
FOR THE STATE OF Ohio

NOTARIAL SEAL
STATE OF OHIO

Shelley Sue Riggle
Notary Public, State of Ohio
My Commission Expires:
08/18/2028

City of Sherman
PO Box 1106 Sherman, TX 75091-1106

PROD-IFB9009-26

SODIUM CHLORIDE
(FOOD GRADE)

Expected Timeline:

Advertise	3/02 and 3/10/26
Question Deadline	3/12/26
Questions Answered	3/13/26
Estimated Council Approval	4/20/2026
Estimated Contract Start	5/01/2026

CITY OF SHERMAN, TEXAS

Bidder must submit their bid response utilizing the following:

1) Public Purchase at https://www.publicpurchase.com
2) In person at City Hall, 220 W Mulberry, Sherman, TX 75090 or
3) By courier, delivered to 220 W Mulberry, Sherman, TX 75090

Bid responses shall not be submitted by facsimile, email or other type of submission other than the stated deliveries.

Prices quoted must be held for a minimum of ninety (90) days from date of bid closing. In the case of estimated requirements, the prices shall remain firm during the term of the contract. Discount from list or clauses that are known as "escalator" or "cost-plus" responses shall not be accepted.

In the case of estimated requirements, the quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease, or delete any item or items being furnished while continuing to pay the price quoted regardless of quantity.

Bids must be submitted on units specified, extended and show total. In the event of discrepancies in extension, unit prices shall govern.

F.O.B./Damage: Items shall be bid F.O.B. Destination, delivered to the designated municipal facility and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in the case of damaged goods, shall ship replacement goods immediately upon notification of City staff. Bids subject to unlimited price increases shall not be considered. The City reserves the right to solicit bids for larger projects.

The enclosed INVITATION FOR BID (IFB) and accompanying specifications are for your convenience in bidding for the City of Sherman.

Bids may be submitted as follows:

City of Sherman
Finance Dept.

- **P.O. Box 1106**
  Sherman, TX 75091-1106
- **Electronically at www.publicpurchase.com**
- **By delivery at City Hall, address listed above.**

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Carla Hommel, City Hall, 220 W Mulberry St, Sherman, Texas 75092-1106, until the hour **2:00 PM on the 18th day of March 2026,** at which time bids duly delivered and submitted will be considered.

QUESTION AND ANSWER PERIOD

Questions will be received by email only. All questions MUST be sent to carlah@cityofsherman.com by March 12, 2026. Answers will be issued by addendum by March 13, 2026.

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council.

Each bid delivered to the City shall be sealed and clearly marked **Sodium Chloride 9009-26** on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.

Please note that all bids must be received at the designated location or through Public Purchase by the deadline shown. Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable. The Opening is scheduled for 2:00 p.m., Wednesday, March 4, 2026, at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

Bidders should carefully examine all terms, conditions, specifications, Evaluation Criteria, supplied agreement, and related documents. Should a bidder find discrepancies in, or omissions from, the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Carla Hommel, Purchasing Agent, at carlah@cityofsherman.com, or via phone at (903) 487-5976.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this service are not approved in the next fiscal year.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.

CHANGES OR ALTERATIONS

No part of this bid may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request, and approval by the City, will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item EXCEPT for the agreement. Only the awarded respondents shall be required to complete the agreement. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor and may be required to be a part of each bid. The City of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens delaying timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice

thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

Successful bidder(s) agrees to extend prices to all entities that have entered or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The responding bidders are financially responsible for their own preparation of their bid document response and any/all meetings or appointments associated with this bid. The City does not assume any financial liability in a bidder's cost for their bid response.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

Termination for Default: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the city in the event of breach or default of this contract. The City reserves the right to terminate this contract within ten (10) days in the event the successful bidder fails to 1) meet delivery schedules or 2) otherwise fails to perform in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award another to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting bidder.

Termination for convenience: The City reserves the right to terminate any resulting contract from this bid for convenience, by supplying the awarded bidder with at least thirty (30) days' notice.

Venue: Bidder shall comply with all Federal and State laws and City ordinances and Codes applicable to the bidders' operation under this contract. These specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in

Grayson County, Texas, where venue for any proceeding arising hereunder will lie.

The apparent silence of these specifications as to detail or to the apparent omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before the elapse of 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Requests for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL TERMS

The City of Sherman reserves the right to reject any, or all, bids received because of this IFB. If a bid is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider.

Bids must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. In the event it becomes necessary to revise any part of the IFB, addenda will be provided. Responses should be prepared simply and economically providing a straightforward, and concise description of the independent contractor's ability to meet the requirements of the IFB.

The price quotations from the contractor stated in this response will not be subject to any price increase from the closing date of this IFB to the mutually agreed date of contract.

The City of Sherman reserves the right to increase or decrease the number of services based upon annual budget constraints with fifteen (15) days' notice.

The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire IFB. The bidder agrees to indemnify and hold harmless from any claim involving patent right infringement or copyrights on goods supplied.

CONTRACT

Contract Period/Renewal Terms: This is an annual contract beginning May 01, 2026. The City shall allow for one (1) initial annual term from May 01, 2026 to April 30, 2027, allowing for up to four (4) additional one (1) year renewal options. Renewal options are not guaranteed and are based solely upon the written agreement between both the City and awarded vendor. Either party dissenting will terminate the contract in accordance with its initial specified term.

EVALUATION PROCESS

All submitted proposals will be reviewed by the City of Sherman for compliance with the specified IFB requirements. The selection committee will select which responses meet the requirements and those shall receive further evaluation.

Based on the firm's response to the IFB requirements, the selection committee will determine the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. Once the firm has been selected, the City will submit an agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

BEST VALUE EVALUATION CRITERIA

40% Pricing
20% References
40% Product availability, ability to provide specified product, and delivery availability

SPECIFICATIONS

Scope

This specification covers sodium chloride to be used as a cleaning agent for the demineralization equipment. Sodium chloride shall be delivered in 100-lbs bags and be vacuum-granulated (crystalline) in form. Packaging and shipment shall conform to all applicable Federal, State and Local requirements. Estimated annual use is 15,000 pounds.

Affidavit of Compliance

The VENDOR shall furnish to the PURCHASER an affidavit from the manufacturer or supplier attesting to the sodium hydroxide solution furnished under this specification complies with ANSI/AWWA B200-17 requirement section. Also, the vendor shall furnish proof that the sodium chloride complies with ANSI/NSF Standard 60.

Basis for Rejection

If sodium chloride does not meet the chemical, physical, or safety requirements of this specification, notice shall be given to the VENDOR immediately after observing said noncompliance but, in any case, within 30 days of receipt of shipment. In this event, VENDOR shall remove the unsuitable product from the premises of the PURCHASER at the latter's request and replace it with a like amount of satisfactory sodium chloride. The VENDOR shall be responsible for all expenses.

Chemical Requirements

Crystalline sodium chloride supplied under this contract shall be free flowing, contain no lumps, and be readily soluble in water. The sodium chloride shall have a minimum NaCI content by weight (dry basis), as determined by ANSI/AWWA B200-22 of 96 wt%.

Impurities

The sodium chloride supplied according to this specification shall contain no soluble materials or organic substances in quantities capable of producing deleterious effects on equipment or components that have been treated properly with the sodium hydroxide solution. Sodium chloride shall not exceed the maximum impurity limits listed in ANSI/AWWA B200-22. This material shall be suitable for contact with or treatment of potable water and shall be AWSI/NSF Standard 60 approved.

Packaging and Shipment

Packaging and shipment of sodium chloride shall conform to current federal, state and local regulations. The sodium chloride shall be shipped in 100-pound bags. Sodium chloride shall be packaged in new substantial containers of the type, size, and kind commonly used for the purpose. The containers shall be constructed to ensure acceptance and safe delivery by common or other carriers at the lowest rate to the point of destination called for in the contract. Packages shall be strong enough to permit coarse crushing of the salt if the material becomes caked during storage. The net weight of packages shall not deviate from the recorded weight by more than ± 2.5 wt%. If exception is taken to the weight of the material received, the exception shall be based on a certified unit weight of not less than 10 percent of the packages shipped and selected at random from the entire shipment. Certified weight certificates shall accompany each shipment.

Container Labeling

Each shipment of sodium chloride shall carry with it some means of identification. Identification shall include the net weight of the contents, the name of the manufacturer, the brand (if any), and other markings as required by applicable laws and regulations. Container labeling shall conform to the Texas Hazard Communications Act — Container Labeling

Bid Worksheet

BID Number	CHEMICAL	ANSI/AWWA STANDARD	UNIT	UNIT PRICE	TOTAL ESTIMATED QUANTITY	TOTAL COST TO CITY
PROD-IFB9009-26	Sodium Chloride 96wt.%	ANSI/AWWA B200-22	LBS. $		15,000	$
	Food Grade (50lb Bags)		Shipments (As needed)			

_____ _____

Signature Print

_____ _____

Company Date

You must include a current SDS with your bid worksheet. If you do not include the SDS, the City has the right to reject your bid.

If you are awarded this contract, you will be required to supply an SDS with each shipment of chemical.

AFFIDAVIT OF COMPLIANCE

_____ certifies that all _____

Chemical Suppliers Company Name

Chemical Name

bid, supplied, & delivered to the City of Sherman for purposes of potable water treatment are in compliance with all specifications of the City of Sherman chemical bid document for calendar year 2023. Including all chemical certifications and quality assurances as stated.

So CERTIFIED on this the ___ day of _____

D **Month/Yea**

_____

Bidding Company Name

BY: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED TO BEFORE ME this the _____ day of _____ 2023

_____

Name

My commission expires:

Affirmation of Chemical availability

Can you provide the chemical and quantity required by the city? Yes _____ No _____

Please state the length of time for delivery of chemicals after receiving verbal and/or written (email) order: _____

Please provide any other information you'd like to share about your company:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Paper Bid Requirements:

If you choose to submit your bid response by paper, your documents shall include the following:

- Bid worksheet
- SDS for the chemical bid
- Affidavit of Compliance
- Affidavit of Ownership
- Form CIQ
- City of Sherman Verifications and Certifications Form (Boycott Israel, not doing business with a foreign terrorist organization, Boycott Energy companies, discriminate against firearm entity or firearm trade association, exclusion from remote access to, or control of, critical infrastructure in this State)
- References Form
- Affirmation of Chemical Availability
- Insurance acknowledgement

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared _____ (Full Name, hereafter "Affiant"), _____ (state title/capacity with Contracting Entity) of _____ (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

_____

(describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[ ] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

_____

_____

_____

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

5% Owner(s) or More **(IF NONE, STATE "NONE.")**

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____) _____

Tax Years _____

Status of Appeal (Describe) _____

_____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

_____
Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

_____
Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

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

_____ _____ _____

Name of signatory Signature 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.

City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

_____

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. “Discriminate against a firearm entity or firearm trade association”

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity ’s or association ’s status as a firearm entity or firearm trade association; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. “Critical Infrastructure” means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. “Designated Country” means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

_____ Signature of Company Representative

_____ Date

_____ Position/Title

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned notary public on this day personally appeared

_____, on behalf of _____(Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the___day of _____20__.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

CERTIFICATE OF INTERESTED PARTIES – FORM 1295 In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered on or after January 1, 2016. Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/filinginfo/1295/. Print your completed Form 1295, have it signed. Submit your completed Form 1295 to your City of Sherman department contact.

****DO NOT COMPLETE THIS FORM ON THE ETHICS WEBSITE UNTIL INSTRUCTED TO DO SO****

City's Insurance Requirements Exhibit B

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverage, with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
X	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
X	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.0

X 7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

X 8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

X 9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

X 10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 11. The Certificate of Insurance must state the project title.

__ 12. Other requirements (stated below)

Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
Texas doesn't require most private employers to have workers' compensation. But private employers who contract with government entities must provide workers' compensation coverage for the employees working on the project. Some contractors may require their subcontractors and independent contractors to have workers' compensation.

By signing this form, you agree to carry the insurance as outlined herein and provide a Certificate of Insurance to the
City upon request.

_____
Company

_____
Company Agent Signature Printed Name

_____
Date

****Remainder of this page intentionally left blank****

Contractor References

References must be for similar services

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Upload all required documents here.

AGREEMENT FOR Sodium Chloride(Commodity)

The **City of Sherman, Texas**, a home-rule municipality ("City"), and Mid-America Chemical, Inc, (LLC, Partnership, Inc. etc.) ("Contractor"), hereby enter into this Agreement for Sodium Chloride ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS City desires to engage Contractor to supply Sodium Chloride under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Deliverables.
Contractor shall provide the commodities and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the commodities and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Deliverables").

2. Term.
The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement. City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
In exchange for Contractor providing the Deliverables in accordance with the Agreement Documents, City agrees to pay Contractor in accordance with the Vendor Pricing, attached hereto as Exhibit B. To the extent the terms of the Agreement Documents conflict with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, as amended ("Chapter 2251") or Subchapter I of Chapter 271 of the Texas Local Government Code, as amended ("Chapter 271"), the terms of Chapter 2251, Chapter 271 and the Agreement Documents shall control in that order.

City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that City shall be obligated to pay monies owed Contractor for Deliverables it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

A. This Agreement.

B. Specifications, attached hereto as Exhibit A

C. Vendor Pricing, attached hereto as Exhibit B.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A or Exhibit B are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations, or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified below for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth below.

GENERAL INSURANCE REQUIREMENTS –

X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
X	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
___NO__	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
___NO__	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
X	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.00

7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

11. The Certificate of Insurance must state the project title.

INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing

work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

7. No Prohibited Interest; Vendor Disclosure.
Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of Ownership. Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict-of-Interest Questionnaire, Form CIQ.

8. Indemnity.
CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT 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 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 CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. 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.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.
To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.
Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services or providing deliverables for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify City in writing.

11. Termination.
City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently provide the Deliverables in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then City shall have the right to terminate this Agreement and

complete the work in any manner it deems desirable, including engaging other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without waiver of any other right or remedy of City.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall it be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

15. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial

consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.
The parties agree that the indemnity provision set forth herein is conspicuous and the parties have read and understood the same.

23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance with herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: _____

Attn: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

Email: _____

If to City, to: City of Sherman
Attn: Dr. Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: zacharyf@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

24. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

26. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement

and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.
When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

29. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

30. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

31. Certifications Required by Texas Law.

(a) Anti-Boycott Verification. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(b) Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code. Contractor represents neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201 of the Texas Government Code. The foregoing

representation excludes Contractor and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanction's regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(c) Verifications Pursuant to Chapter 2276 of the Texas Government Code. Contractor hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001 of the Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(d) Firearms. Contractor hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) of the Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager

Date: _____

ATTEST:

Teri Fine, City Clerk

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorney

By: Robert Ward
Printed Name: Robert Ward
Title: President
Date: 4-1-26

STATE OF ~~TEXAS~~ Oklahoma §
§
COUNTY OF Oklahoma §

BEFORE ME, the undersigned authority, on this day personally appeared Robert R Ward known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the President (title) and duly authorized representative for Mid-American Chemical, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st. day of April, 2026.

Notary Public
State of Oklahoma
YESENIA MUNOZ
OKLAHOMA COUNTY
COMMISSION #19004920
Comm. Exp 05 14-2027

Yesenia Muñoz
Notary Public in and for the State of ~~Texas~~ Oklahoma
My Commission Expires: 05-14-2027

Exhibit A

SPECIFICATIONS

Scope

This specification covers sodium chloride to be used as a cleaning agent for the demineralization equipment. Sodium chloride shall be delivered in 100-lbs bags and be vacuum-granulated (crystalline) in form. Packaging and shipment shall conform to all applicable Federal, State and Local requirements. Estimated annual use is 15,000 pounds.

Affidavit of Compliance

The VENDOR shall furnish to the PURCHASER an affidavit from the manufacturer or supplier attesting to the sodium hydroxide solution furnished under this specification complies with ANSI/AWWA B200-17 requirement section. Also, the vendor shall furnish proof that the sodium chloride complies with ANSI/NSF Standard 60.

Basis for Rejection

If sodium chloride does not meet the chemical, physical, or safety requirements of this specification, notice shall be given to the VENDOR immediately after observing said noncompliance but, in any case, within 30 days of receipt of shipment. In this event, VENDOR shall remove the unsuitable product from the premises of the PURCHASER at the latter's request and replace it with a like amount of satisfactory sodium chloride. The VENDOR shall be responsible for all expenses.

Chemical Requirements

Crystalline sodium chloride supplied under this contract shall be free flowing, contain no lumps, and be readily soluble in water. The sodium chloride shall have a minimum NaCl content by weight (dry basis), as determined by ANSI/AWWA B200-22 of 96 wt%.

Impurities

The sodium chloride supplied according to this specification shall contain no soluble materials or organic substances in quantities capable of producing deleterious effects on equipment or components that have been treated properly with the sodium hydroxide solution. Sodium chloride shall not exceed the maximum impurity limits listed in ANSI/AWWA B200-22. This material shall be suitable for contact with or treatment of potable water and shall be AWSI/NSF Standard 60 approved.

Packaging and Shipment

Packaging and shipment of sodium chloride shall conform to current federal, state and local regulations. The sodium chloride shall be shipped in 100-pound bags. Sodium chloride shall be packaged in new substantial containers of the type, size, and kind commonly used for the purpose. The containers shall be constructed to ensure acceptance and safe delivery by common or other carriers at the lowest rate to the point of destination called for in the contract. Packages shall be strong enough to permit coarse crushing of the salt if the material becomes caked during storage. The net weight of packages shall not deviate from the recorded weight by more than ± 2.5 wt%. If exception is taken to the weight of the material received, the

exception shall be based on a certified unit weight of not less than 10 percent of the packages shipped and selected at random from the entire shipment. Certified weight certificates shall accompany each shipment.

Container Labeling

Each shipment of sodium chloride shall carry with it some means of identification. Identification shall include the net weight of the contents, the name of the manufacturer, the brand (if any), and other markings as required by applicable laws and regulations. Container labeling shall conform to the Texas Hazard Communications Act — Container Labeling

City of Sherman (TX)

Tabulation Report IFB #PROD-IFB9009-26 - Sodium Chloride

Vendor: Mid-America Chemical, Inc.

Code	Name	Item Description	Requested Brand	Alternative Brand	Item Vendor Reference #	Unit Price	Qty.	Unit	Total Price	Notes	Attachments
01	Sodium Chloride	Sodium chloride shall be delivered in 100-lbs bags and be vacuum-granulated (crystalline) in form.				$0.35	15000	pounds	$5,250.00	1-3 Days Delivery	SDS_SodiumChloride.pdf
TOTAL									**$5,250.00**		

General Comments: 1-3 Days Delivery

General Attachments:
MidAmerica_Affidavit.pdf
MidAmerica_CIQ.pdf
MidAmerica_InsuranceRequirements.pdf
MidAmerica_References.pdf
MidAmerica_Verification.pdf
SDS_SodiumChloride.pdf

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/31/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Unity Insurance Partners 3932 S. Boulevard Edmond OK 73013	**CONTACT NAME:** Shawn Warren **PHONE (A/C, No, Ext):** 405-799-3311 **FAX (A/C, No):** 405-799-3330 **E-MAIL ADDRESS:** certsdal@unity-ip.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : Admiral Ins. Co. — 24856
INSURED MID-CHE-01 Mid America Chemical, Inc. 7920 E US Hwy 66 El Reno OK 73036	**INSURER B :** Progressive Insurance Company
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 246286012 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			FEIPPL2856404	5/11/2025	5/11/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3,000,000 $ 50,000 $ 5,000 $ 3,000,000 $ 3,000,000 $ 3,000,000
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			03864548	7/9/2025	7/9/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Pollution Liability			FEIPPL2856404	5/11/2025	5/11/2026	Limit Aggregate	3,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Sherman, Chemicals
1800 E FM 1417
Sherman TX 75090

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William M Thompsson

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Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared Robert Ward (Full Name, hereafter "Affiant"), President (state title/capacity with Contracting Entity) of Mid-America Chemical, Inc. (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

Chemicals

(describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[X] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: Mid-America Chemical, Inc.

Business Address (No./Street) 7920 E US Hwy 66
(City/State/Zip Code) El Reno, OK, 73036
Telephone Number (405) 670-0101
Email Address (optional) office@midamericachemical.com
Residence Address (No./Street) 3000 Raintree Rd
(City/State/Zip Code) Oklahoma City, OK, 73120
Telephone Number (405) 778-1188
Email Address (optional) _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: NONE

Business Address (No./Street) _____
(City/State/Zip Code) _____
Telephone Number (_____) _____
Email Address (optional) _____
Residence Address (No./Street) _____
(City/State/Zip Code) _____
Telephone Number (_____) _____
Email Address (optional) _____

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

Orig. Dept.: _____ File/I.D. No.: _____

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____) _____

Tax Years _____

Status of Appeal (Describe) _____

_____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

_____
Affiant

SWORN TO AND SUBSCRIBED before me this 17th day of March, 2026.

(Seal)

ECHO R RANDOL
Notary #23011428
NOTARY PUBLIC - STATE OF OKLAHOMA
OKLAHOMA County
My Commission expires Aug. 23, 2027

_____
Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

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.**

Mid-America Chemical, Inc.

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.**

N/A

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.**

N/A

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.**

N/A

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

Robert Ward	Robert Ward	3/16/26
Name of signatory	Signature	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.

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Robert Ward, the undersigned representative of Mid-America Chemical, Inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, Robert Ward, the undersigned representative of Mid-America Chemical, Inc. being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Robert Ward, the undersigned representative of Mid-America Chemical, Inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Discriminate against a firearm entity or firearm trade association"

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Robert Ward, the undersigned representative of Mid-America Chemical, Inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. "Critical Infrastructure" means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. "Cybersecurity" means" the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. "Designated Country" means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, Robert Ward, the undersigned representative of Mid-America Chemical, Inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company's or its parent company's securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country "Cybersecurity" means" the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

Signature of Company Representative

3/17/26 Date

President Position/Title

THE STATE OF Oklahoma

COUNTY OF Oklahoma

BEFORE ME, the undersigned notary public on this day personally appeared

Robert Ward, on behalf of _____(Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 17th day of March 2026.

ECHO R RANDOL
Notary #23011428
NOTARY PUBLIC - STATE OF OKLAHOMA
OKLAHOMA County
My Commission expires Aug. 23, 2027

NOTARY PUBLIC IN AND
FOR THE STATE OF Oklahoma

Sherman
CLASSIC TOWN. BROAD HORIZON.

CERTIFICATE OF INTERESTED PARTIES – FORM 1295 In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered on or after January 1, 2016. Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/filinginfo/1295/. Print your completed Form 1295, have it signed. Submit your completed Form 1295 to your City of Sherman department contact.

DO NOT COMPLETE THIS FORM ON THE ETHICS WEBSITE UNTIL INSTRUCTED TO DO SO

COMPSOURCE MUTUAL INSURANCE COMPANY

Workers Compensation and Employers Liability Insurance Policy

Information page

1. Policyholder information
Mid America Chemical Inc
7920 E US Hwy 66
El Reno, OK 73036

405-670-0101

Policy number: 00074654 25 1
FEIN: 73-0657570
ARD: 10/01
Other workplace(s) not shown above:
See Extension of information page

Agency information:

Carrier number: 19976
Business type: Corporation
ID number: 350453792
CompSource
CompSource Direct
1901 N Walnut Ave
Oklahoma City, OK 73105

2. Policy period
The policy period is from 10/01/2025 to 10/01/2026 at 12:01 a.m. Central Standard Time (CST).

3A. Workers' compensation insurance
Includes Part One of the policy and applies to the workers' compensation law of the state of Oklahoma.

3B. Employers' liability insurance
Part Two of the policy applies to work in the State of Oklahoma. Limits of our liability under Part Two:

- Bodily injury by accident - $100,000.00 each accident
- Bodily injury by disease - $100,000.00 each employee
- Bodily injury by disease - $500,000.00 policy limit

3C. Other states insurance
Part Three of the policy applies to the states listed here, if any. None, except as shown in Part 3A.

3D. This policy includes these Endorsements and Schedules - See extension of information page.

4. Premium
The premium for this policy will be determined using our manuals of rules, classifications rates and rating plans. All information required below is subject to verification and change by audit.

Estimated annual premium	$9,235.00
Deposit premium	$0.00
Report/Billing type	9 Pay Installment
Minimum premium	$1,000.00

P.O. Box 53505, Oklahoma City, OK 73152-3505 | (405) 232-7663 | (800) 347-3863 | compsourcemutual.com
Corporate Office: 1901 N. Walnut Ave., Oklahoma City, OK 73105 | Tulsa Office: 1305 S. Denver Ave.

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.

U.S. Department of Transportation
Federal Motor Carrier Safety Administration

OMB No: 2126-0008
Expiration: 05/31/2024
Form MCS-90 Revised 06/03/2021

USDOT Number: 348305 Date Received: _____

FORM MCS-90
ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to MID-AMERICA CHEMICAL, INC.
(Motor Carrier name)

of 7920 E HWY 66 EL RENO, OK 73036-2365
(Motor Carrier state or province)

Dated at 06:27 AM on this 9th day of July, 2025
Amending Policy Number: CA 03864548 Effective Date: 07/09/2025
Name of Insurance Company: Progressive Northern Insurance Co

Countersigned by: Hond
Authorized company representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

☒ This insurance is primary and the company shall not be liable for amounts in excess of $1,000,000 for each accident.

☐ This insurance is excess and the company shall not be liable for amounts in excess of $_____ for each accident in excess of the underlying limit of $_____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 1-800-444-4487.

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

Filings must be transmitted online via the Internet at http://www.fmcsa.dot.gov/urs

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

Continued

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

SCHEDULE OF LIMITS - PUBLIC LIABILITY

Type of Carriage		Commodity Transported	January 1, 1985
(1)	For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	$750,000
(2)	For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	$5,000,000
(3)	For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	$1,000,000
(4)	For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	$5,000,000

* The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

PGULS05T 011794 002 * 002 002 < >.

City of Sherman
PO Box 1106 Sherman, TX 75091-1106

PROD-IFB9009-26

SODIUM CHLORIDE
(FOOD GRADE)

Expected Timeline:

Advertise	3/02 and 3/10/26
Question Deadline	3/12/26
Questions Answered	3/13/26
Estimated Council Approval	4/20/2026
Estimated Contract Start	5/01/2026

CITY OF SHERMAN, TEXAS

Bidder must submit their bid response utilizing the following:

1) Public Purchase at https://www.publicpurchase.com
2) In person at City Hall, 220 W Mulberry, Sherman, TX 75090 or
3) By courier, delivered to 220 W Mulberry, Sherman, TX 75090

Bid responses shall not be submitted by facsimile, email or other type of submission other than the stated deliveries.

Prices quoted must be held for a minimum of ninety (90) days from date of bid closing. In the case of estimated requirements, the prices shall remain firm during the term of the contract. Discount from list or clauses that are known as "escalator" or "cost-plus" responses shall not be accepted.

In the case of estimated requirements, the quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease, or delete any item or items being furnished while continuing to pay the price quoted regardless of quantity.

Bids must be submitted on units specified, extended and show total. In the event of discrepancies in extension, unit prices shall govern.

F.O.B./Damage: Items shall be bid F.O.B. Destination, delivered to the designated municipal facility and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in the case of damaged goods, shall ship replacement goods immediately upon notification of City staff. Bids subject to unlimited price increases shall not be considered. The City reserves the right to solicit bids for larger projects.

The enclosed INVITATION FOR BID (IFB) and accompanying specifications are for your convenience in bidding for the City of Sherman.

Bids may be submitted as follows:

City of Sherman
Finance Dept.

- **P.O. Box 1106**
  Sherman, TX 75091-1106
- **Electronically at www.publicpurchase.com**
- **By delivery at City Hall, address listed above.**

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Carla Hommel, City Hall, 220 W Mulberry St, Sherman, Texas 75092-1106, until the hour **2:00 PM on the 18th day of March 2026,** at which time bids duly delivered and submitted will be considered.

QUESTION AND ANSWER PERIOD

Questions will be received by email only. All questions MUST be sent to carlah@cityofsherman.com by March 12, 2026. Answers will be issued by addendum by March 13, 2026.

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council.

Each bid delivered to the City shall be sealed and clearly marked **Sodium Chloride 9009-26** on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.

Please note that all bids must be received at the designated location or through Public Purchase by the deadline shown. Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable. The Opening is scheduled for 2:00 p.m., Wednesday, March 4, 2026, at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

Bidders should carefully examine all terms, conditions, specifications, Evaluation Criteria, supplied agreement, and related documents. Should a bidder find discrepancies in, or omissions from, the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Carla Hommel, Purchasing Agent, at carlah@cityofsherman.com, or via phone at (903) 487-5976.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this service are not approved in the next fiscal year.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.

CHANGES OR ALTERATIONS

No part of this bid may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request, and approval by the City, will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item EXCEPT for the agreement. Only the awarded respondents shall be required to complete the agreement. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor and may be required to be a part of each bid. The City of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens delaying timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice

thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

Successful bidder(s) agrees to extend prices to all entities that have entered or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The responding bidders are financially responsible for their own preparation of their bid document response and any/all meetings or appointments associated with this bid. The City does not assume any financial liability in a bidder's cost for their bid response.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

Termination for Default: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the city in the event of breach or default of this contract. The City reserves the right to terminate this contract within ten (10) days in the event the successful bidder fails to 1) meet delivery schedules or 2) otherwise fails to perform in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award another to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting bidder.

Termination for convenience: The City reserves the right to terminate any resulting contract from this bid for convenience, by supplying the awarded bidder with at least thirty (30) days' notice.

Venue: Bidder shall comply with all Federal and State laws and City ordinances and Codes applicable to the bidders' operation under this contract. These specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in

Grayson County, Texas, where venue for any proceeding arising hereunder will lie.

The apparent silence of these specifications as to detail or to the apparent omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before the elapse of 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Requests for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL TERMS

The City of Sherman reserves the right to reject any, or all, bids received because of this IFB. If a bid is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider.

Bids must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. In the event it becomes necessary to revise any part of the IFB, addenda will be provided. Responses should be prepared simply and economically providing a straightforward, and concise description of the independent contractor's ability to meet the requirements of the IFB.

The price quotations from the contractor stated in this response will not be subject to any price increase from the closing date of this IFB to the mutually agreed date of contract.

The City of Sherman reserves the right to increase or decrease the number of services based upon annual budget constraints with fifteen (15) days' notice.

The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire IFB. The bidder agrees to indemnify and hold harmless from any claim involving patent right infringement or copyrights on goods supplied.

CONTRACT

Contract Period/Renewal Terms: This is an annual contract beginning May 01, 2026. The City shall allow for one (1) initial annual term from May 01, 2026 to April 30, 2027, allowing for up to four (4) additional one (1) year renewal options. Renewal options are not guaranteed and are based solely upon the written agreement between both the City and awarded vendor. Either party dissenting will terminate the contract in accordance with its initial specified term.

EVALUATION PROCESS

All submitted proposals will be reviewed by the City of Sherman for compliance with the specified IFB requirements. The selection committee will select which responses meet the requirements and those shall receive further evaluation.

Based on the firm's response to the IFB requirements, the selection committee will determine the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. Once the firm has been selected, the City will submit an agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

BEST VALUE EVALUATION CRITERIA

40% Pricing
20% References
40% Product availability, ability to provide specified product, and delivery availability

SPECIFICATIONS

Scope

This specification covers sodium chloride to be used as a cleaning agent for the demineralization equipment. Sodium chloride shall be delivered in 100-lbs bags and be vacuum-granulated (crystalline) in form. Packaging and shipment shall conform to all applicable Federal, State and Local requirements. Estimated annual use is 15,000 pounds.

Affidavit of Compliance

The VENDOR shall furnish to the PURCHASER an affidavit from the manufacturer or supplier attesting to the sodium hydroxide solution furnished under this specification complies with ANSI/AWWA B200-17 requirement section. Also, the vendor shall furnish proof that the sodium chloride complies with ANSI/NSF Standard 60.

Basis for Rejection

If sodium chloride does not meet the chemical, physical, or safety requirements of this specification, notice shall be given to the VENDOR immediately after observing said noncompliance but, in any case, within 30 days of receipt of shipment. In this event, VENDOR shall remove the unsuitable product from the premises of the PURCHASER at the latter's request and replace it with a like amount of satisfactory sodium chloride. The VENDOR shall be responsible for all expenses.

Chemical Requirements

Crystalline sodium chloride supplied under this contract shall be free flowing, contain no lumps, and be readily soluble in water. The sodium chloride shall have a minimum NaCI content by weight (dry basis), as determined by ANSI/AWWA B200-22 of 96 wt%.

Impurities

The sodium chloride supplied according to this specification shall contain no soluble materials or organic substances in quantities capable of producing deleterious effects on equipment or components that have been treated properly with the sodium hydroxide solution. Sodium chloride shall not exceed the maximum impurity limits listed in ANSI/AWWA B200-22. This material shall be suitable for contact with or treatment of potable water and shall be AWSI/NSF Standard 60 approved.

Packaging and Shipment

Packaging and shipment of sodium chloride shall conform to current federal, state and local regulations. The sodium chloride shall be shipped in 100-pound bags. Sodium chloride shall be packaged in new substantial containers of the type, size, and kind commonly used for the purpose. The containers shall be constructed to ensure acceptance and safe delivery by common or other carriers at the lowest rate to the point of destination called for in the contract. Packages shall be strong enough to permit coarse crushing of the salt if the material becomes caked during storage. The net weight of packages shall not deviate from the recorded weight by more than ± 2.5 wt%. If exception is taken to the weight of the material received, the exception shall be based on a certified unit weight of not less than 10 percent of the packages shipped and selected at random from the entire shipment. Certified weight certificates shall accompany each shipment.

Container Labeling

Each shipment of sodium chloride shall carry with it some means of identification. Identification shall include the net weight of the contents, the name of the manufacturer, the brand (if any), and other markings as required by applicable laws and regulations. Container labeling shall conform to the Texas Hazard Communications Act — Container Labeling

Bid Worksheet

BID Number	CHEMICAL	ANSI/AWWA STANDARD	UNIT	UNIT PRICE	TOTAL ESTIMATED QUANTITY	TOTAL COST TO CITY
PROD-IFB9009-26	Sodium Chloride 96wt.%	ANSI/AWWA B200-22	LBS. $		15,000	$
	Food Grade (50lb Bags)		Shipments (As needed)			

_____ _____

Signature Print

_____ _____

Company Date

You must include a current SDS with your bid worksheet. If you do not include the SDS, the City has the right to reject your bid.

If you are awarded this contract, you will be required to supply an SDS with each shipment of chemical.

AFFIDAVIT OF COMPLIANCE

_____ certifies that all _____

Chemical Suppliers Company Name

Chemical Name

bid, supplied, & delivered to the City of Sherman for purposes of potable water treatment are in compliance with all specifications of the City of Sherman chemical bid document for calendar year 2023. Including all chemical certifications and quality assurances as stated.

So CERTIFIED on this the ___ day of _____

D **Month/Yea**

_____

Bidding Company Name

BY: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED TO BEFORE ME this the _____ day of _____ 2023

_____

Name

My commission expires:

Affirmation of Chemical availability

Can you provide the chemical and quantity required by the city? Yes _____ No _____

Please state the length of time for delivery of chemicals after receiving verbal and/or written (email) order: _____

Please provide any other information you'd like to share about your company:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Paper Bid Requirements:

If you choose to submit your bid response by paper, your documents shall include the following:

- Bid worksheet
- SDS for the chemical bid
- Affidavit of Compliance
- Affidavit of Ownership
- Form CIQ
- City of Sherman Verifications and Certifications Form (Boycott Israel, not doing business with a foreign terrorist organization, Boycott Energy companies, discriminate against firearm entity or firearm trade association, exclusion from remote access to, or control of, critical infrastructure in this State)
- References Form
- Affirmation of Chemical Availability
- Insurance acknowledgement

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared _____ (Full Name, hereafter "Affiant"), _____ (state title/capacity with Contracting Entity) of _____ (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

_____

(describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[ ] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

_____

_____

_____

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

5% Owner(s) or More **(IF NONE, STATE "NONE.")**

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____) _____

Tax Years _____

Status of Appeal (Describe) _____

_____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

_____
Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

_____
Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

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

_____ _____ _____

Name of signatory Signature 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.

City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

_____

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. “Discriminate against a firearm entity or firearm trade association”

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity ’s or association ’s status as a firearm entity or firearm trade association; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. “Critical Infrastructure” means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. “Designated Country” means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

_____ Signature of Company Representative

_____ Date

_____ Position/Title

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned notary public on this day personally appeared

_____, on behalf of _____(Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the___day of _____20__.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

CERTIFICATE OF INTERESTED PARTIES – FORM 1295 In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered on or after January 1, 2016. Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/filinginfo/1295/. Print your completed Form 1295, have it signed. Submit your completed Form 1295 to your City of Sherman department contact.

****DO NOT COMPLETE THIS FORM ON THE ETHICS WEBSITE UNTIL INSTRUCTED TO DO SO****

City's Insurance Requirements Exhibit B

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverage, with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
X	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
X	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.0

X 7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

X 8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

X 9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

X 10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 11. The Certificate of Insurance must state the project title.

__ 12. Other requirements (stated below)

Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
Texas doesn't require most private employers to have workers' compensation. But private employers who contract with government entities must provide workers' compensation coverage for the employees working on the project. Some contractors may require their subcontractors and independent contractors to have workers' compensation.

By signing this form, you agree to carry the insurance as outlined herein and provide a Certificate of Insurance to the
City upon request.

_____
Company

_____
Company Agent Signature Printed Name

_____
Date

****Remainder of this page intentionally left blank****

Contractor References

References must be for similar services

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Upload all required documents here.

AGREEMENT FOR Liquid Aluminum Sulfate 48%(Commodity)

The **City of Sherman, Texas**, a home-rule municipality ("City"), and Chemtrade Chemicals US , a LLC (LLC, Partnership, etc.) ("Contractor"), hereby enter into this Agreement for Liquid Aluminum Sulfide 48% ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS City desires to engage Contractor to supply Liquid Aluminum Sulfate 48% under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Deliverables.
Contractor shall provide the commodities and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the commodities and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Deliverables").

2. Term.
The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement. City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
In exchange for Contractor providing the Deliverables in accordance with the Agreement Documents, City agrees to pay Contractor in accordance with the Vendor Pricing, attached hereto as Exhibit B. To the extent the terms of the Agreement Documents conflict with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, as amended ("Chapter 2251") or Subchapter I of Chapter 271 of the Texas Local Government Code, as amended ("Chapter 271"), the terms of Chapter 2251, Chapter 271 and the Agreement Documents shall control in that order.

City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that City shall be obligated to pay monies owed Contractor for Deliverables it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

A. This Agreement.

B. Specifications, attached hereto as Exhibit A

C. Vendor Pricing, attached hereto as Exhibit B.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A or Exhibit B are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations, or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified below for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth below.

GENERAL INSURANCE REQUIREMENTS –

X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
X	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
___NO_	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
___NO_	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
X	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.00

7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

11. The Certificate of Insurance must state the project title.

INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing

work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

7. No Prohibited Interest; Vendor Disclosure.
Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of Ownership. Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict-of-Interest Questionnaire, Form CIQ.

8. Indemnity.
CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT 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 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 CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. 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.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services or providing deliverables for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify City in writing.

11. Termination.

City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently provide the Deliverables in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then City shall have the right to terminate this Agreement and

complete the work in any manner it deems desirable, including engaging other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without waiver of any other right or remedy of City.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall it be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

15. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial

consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.
The parties agree that the indemnity provision set forth herein is conspicuous and the parties have read and understood the same.

23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance with herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: CHEMTRADE CHEMICALS US LLC
Attn: BID DEPARTMENT
Address: 90 EAST HALSEY ROAD, SUITE 200
PARSIPPANY, NJ 07054
Telephone: 800-441-2659
Facsimile: 973-515-4461
Email: bids@chemtradelogistics.com

If to City, to: City of Sherman
Attn: Dr. Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: zacharyf@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

24. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

26. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement

and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.
When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

29. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

30. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

31. Certifications Required by Texas Law.

(a) Anti-Boycott Verification. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(b) Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code. Contractor represents neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201 of the Texas Government Code. The foregoing

representation excludes Contractor and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanction's regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(c) Verifications Pursuant to Chapter 2276 of the Texas Government Code. Contractor hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001 of the Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(d) Firearms. Contractor hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) of the Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager

Date: _____

ATTEST:

Teri Fine, City Clerk

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorney

By: Elizabeth Ryno
Printed Name: ELIZABETH RYNO
Title: BID SPECIALIST
Date: April 14, 2026

STATE OF ~~TEXAS~~ NEW JERSEY §
§
COUNTY OF MORRIS §

FEIN: 74-3104940

BEFORE ME, the undersigned authority, on this day personally appeared ELIZABETH RYNO known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the BID SPECIALIST (title) and duly authorized representative for CHEMTRADE CHEMICALS US LLC, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of APRIL, 20 26.

Notary Public in and for the State of Texas
My Commission Expires: _____

PARUL N. PATEL
Notary Public, State of New Jersey
Comm. # 50121606
My Commission Expires 01/30/2030

EXHIBIT A

SPECIFICATIONS

Scope

This specification covers aluminum sulfate (Alum) for use in the coagulation of suspended particles in untreated surface water. The concentration of the alum shall be 48 wt% and be ANSI/NSF Standard 60 approved. Alum shall be delivered in bulk shipments of approximately 5,000 gallons per delivery, with an estimated usage of 90,000 gallons. Packaging and shipments shall conform to all applicable Federal, State, and Local laws and regulations.

Basis for Rejection

If the aluminum sulfate delivered does not meet the requirements of this specification, a notice of nonconformance shall be provided by the PURCHASER immediately after observing said noncompliance. The results of the PURCHASER test shall prevail unless the VENDOR notifies the PURCHASER within five (5) working days after receipt of the notice of nonconformance that a retest is desired. On receipt of the request for a retest, the PURCHASER shall forward to the VENDOR one of the sealed samples taken in accordance with ANSI/AWWA B403-16. If the results obtained by the VENDOR on retesting do not agree with the test results obtained by the PURCHASER, the other sealed sample shall be forwarded, unopened, to an independent laboratory agreed on by both parties for analysis. The results of the independent analysis shall be accepted as final. The VENDOR shall pay for the cost of the independent analysis if the material does not meet the requirements of this specification. The PURCHASER shall pay for the independent analysis if it does meet the requirements of this specification.

Chemical Requirements

Liquid aluminum sulfate shall contain water-soluble aluminum of not less than 4.23 percent as Al or 8.0 percent as A1203, except by agreement between VENDOR and PURCHASER. The concentration of alum shall be 48 wt% and shall not contain more than 0.2 wt% water-insoluble matter. The aluminum sulfate supplied under this contract shall meet the chemical and physical requirements of ANSI/AWWA B403-24.

Impurities

Aluminum sulfate meeting the requirements of this contract shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the aluminum sulfate. The total water-soluble iron (expressed as Fe_2O_3) content of aluminum sulfate shall be no more than 0.35 percent, on a basis of 8 percent A1203 (4.23 percent as Al). Product specifications shall meet ANSI/AWWA B403-16.

Packaging and Shipment

Liquid aluminum sulfate shall be delivered in bulk shipments of approximately 5,000 gallons in tank trucks suitable for hauling liquid alum and shall not contain any substances that might affect the use or usefulness of the liquid alum in treating municipal water supplies. Bulk shipments shall be accompanied by weight certificates of certified weighers.

Container Labeling

Each shipment of alum shall carry with it some means of identification. Identification shall include the net weight of the contents, the name of the manufacturer, the brand name (if any), and other markings as required by applicable laws and regulations and shall comply with the US Department of Transportation (DOT) regulations for labeling.

Affidavit of Compliance

The VENDOR shall furnish to the PURCHASER an affidavit from the manufacturer or VENDOR attesting the aluminum sulfate furnished under this specification complies with ANSI/AWWA B403-16 requirement section. Also, the vendor shall furnish proof that the aluminum sulfate furnished complies with ANSI/NSF Standard 60.

Sherman
CLASSIC TOWN. BROAD HORIZON.

EXHIBIT B

Public | Purchase

City of Sherman (TX)
Tabulation Report IFB #PROD-IFB9001-26 - Aluminum Sulfate
Vendor: Chemtrade Chemicals US LLC

Code	Name	Item Description	Requested Brand	Alternative Brand	Item Vendor Reference #	Unit Price	Qty.	Unit	Total Price	Notes	Attachments
01	Aluminum Sulfate	This specification covers aluminum sulfate (Alum) for use in the coagulation of suspended particles in untreated surface water. The concentration of the alum shall be 48 wt% and be ANSI/NSF Standard 60 approved. Alum shall be delivered in bulk shipments of approximately 5,000 gallons per delivery, with an estimated usage of 90,000 gallons. Packaging and shipments shall conform to all applicable Federal, State, and Local laws and regulations.				$1.1938	90000	Gallon	$107,442.00	For conversion purpose only, price equates to $439.00/dry ton	2026 - New PROD-IFB9001-26 Bid Worksheet Alum .pdf
TOTAL									**$107,442.00**		

General Comments: Please find attached Chemtrade's bid for the Liquid Aluminum Sulfate opportunity. We have included our sds, pds and NSF certification for your review.

General Attachments: 2026 - New Sherman, TX PROD-IFB9001-26 Alum (Chemtrade).pdf

EXHIBIT A

SPECIFICATIONS

Scope
This specification covers aluminum sulfate (Alum) for use in the coagulation of suspended particles in untreated surface water. The concentration of the alum shall be 48 wt% and be ANSI/NSF Standard 60 approved. Alum shall be delivered in bulk shipments of approximately 5,000 gallons per delivery, with an estimated usage of 90,000 gallons. Packaging and shipments shall conform to all applicable Federal, State, and Local laws and regulations.

Basis for Rejection
If the aluminum sulfate delivered does not meet the requirements of this specification, a notice of nonconformance shall be provided by the PURCHASER immediately after observing said noncompliance. The results of the PURCHASER test shall prevail unless the VENDOR notifies the PURCHASER within five (5) working days after receipt of the notice of nonconformance that a retest is desired. On receipt of the request for a retest, the PURCHASER shall forward to the VENDOR one of the sealed samples taken in accordance with ANSI/AWWA B403-16. If the results obtained by the VENDOR on retesting do not agree with the test results obtained by the PURCHASER, the other sealed sample shall be forwarded, unopened, to an independent laboratory agreed on by both parties for analysis. The results of the independent analysis shall be accepted as final. The VENDOR shall pay for the cost of the independent analysis if the material does not meet the requirements of this specification. The PURCHASER shall pay for the independent analysis if it does meet the requirements of this specification.

Chemical Requirements
Liquid aluminum sulfate shall contain water-soluble aluminum of not less than 4.23 percent as Al or 8.0 percent as A1203, except by agreement between VENDOR and PURCHASER. The concentration of alum shall be 48 wt% and shall not contain more than 0.2 wt% water-insoluble matter. The aluminum sulfate supplied under this contract shall meet the chemical and physical requirements of ANSI/AWWA B403-24.

Impurities
Aluminum sulfate meeting the requirements of this contract shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the aluminum sulfate. The total water-soluble iron (expressed as Fe_2O_3) content of aluminum sulfate shall be no more than 0.35 percent, on a basis of 8 percent A1203 (4.23 percent as Al). Product specifications shall meet ANSI/AWWA B403-16.

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Each shipment of alum shall carry with it some means of identification. Identification shall include the net weight of the contents, the name of the manufacturer, the brand name (if any), and other markings as required by applicable laws and regulations and shall comply with the US Department of Transportation (DOT) regulations for labeling.

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The VENDOR shall furnish to the PURCHASER an affidavit from the manufacturer or VENDOR attesting the aluminum sulfate furnished under this specification complies with ANSI/AWWA B403-16 requirement section. Also, the vendor shall furnish proof that the aluminum sulfate furnished complies with ANSI/NSF Standard 60.

EXHIBIT B

City of Sherman (TX)
Tabulation Report IFB #PROD-IFB9001-26 - Aluminum Sulfate
Vendor: Chemtrade Chemicals US LLC

Code	Name	Item Description	Requested Brand	Alternative Brand	Item Vendor Reference #	Unit Price	Qty.	Unit	Total Price	Notes	Attachments
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TOTAL									**$107,442.00**		

General Comments: Please find attached Chemtrade's bid for the Liquid Aluminum Sulfate opportunity. We have included our sds, pds and NSF certification for your review.

General Attachments: 2026 - New Sherman, TX PROD-IFB9001-26 Alum (Chemtrade).pdf

AFFIDAVIT OF OWNERSHIP OR CONTROL

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared ELIZABETH RYNO (Full Name, hereafter "Affiant"), BID SPECIALIST (state title/capacity with Contracting Entity) of CHEMTRADE CHEMICALS US LLC (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

IFB 9001-26 / ALUMINUM SULFATE BULK

(describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[ ] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[X] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: CHEMTRADE CHEMICALS US LLC

Business Address (No./Street): 90 EAST HALSEY ROAD, SUITE 200
(City/State/Zip Code): PARSIPPANY, NJ 07054
Telephone Number: (800) 441-2659
Email Address (optional): bids@chemtradelogistics.com
Residence Address (No./Street): N/A
(City/State/Zip Code): _____
Telephone Number: (____) _____
Email Address (optional): _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: CHEMTRADE CHEMICALS CORPORATION

Business Address (No./Street): 90 EAST HALSEY ROAD, SUITE 200
(City/State/Zip Code): PARSIPPANY, NJ 07054
Telephone Number: (800) 441-2659
Email Address (optional): bids@chemtradelogistics.com
Residence Address (No./Street): N/A
(City/State/Zip Code): _____
Telephone Number: (____) _____
Email Address (optional): _____

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

Orig. Dept.: _____ File/I.D. No.: _____

AFFIDAVIT OF
OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____) _____

Tax Years _____

Status of Appeal (Describe) _____

_____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Elizabeth Ryno
Affiant ELIZABETH RYNO
BID SPECIALIST

SWORN TO AND SUBSCRIBED before me this 5 day of MARCH, 2026.

(Seal)

PARUL N KACHHIA-PATEL
Notary Public, State of New Jersey
Comm. # 50121606
My Commission Expires 01/30/2030

Parul Kachhia-Patel
Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

CHEMTRADE CHEMICALS US LLC

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.**

NONE EXIST

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

ELIZABETH RYNO
Name of signatory

Elizabeth Rynd
Signature

03/05/2026
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1440812

Date Filed:
03/31/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Chemtrade Chemicals US LLC
Parsippany, NJ United States

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

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.
PROD IFB-9001-26
Furnish and Supply of Liquid Aluminum Sulfate

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. [X]

6 UNSWORN DECLARATION

My name is ELIZABETH RYNO, and my date of birth is 10/26/1977.

My address is 90 EAST HALSEY ROAD, PARSIPPANY (city), NJ (state), 07054 (zip code), USA (country).

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

Executed in MORRIS County, State of NEW JERSEY, on the 31 day of March (month), 2026 (year).

Elizabeth Ryno

Signature of authorized agent of contracting business entity
(Declarant)

City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, ELIZABETH RYNO, the undersigned representative of CHEMTRADE CHEMICALS US LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, ELIZABETH RYNO, the undersigned representative of CHEMTRADE CHEMICALS US LLC being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, ELIZABETH RYNO, the undersigned representative of CHEMTRADE CHEMICALS US LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Discriminate against a firearm entity or firearm trade association"

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

CHEMTRADE CHEMICALS US LLC

I, ELIZABETH RYNO, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. "Critical Infrastructure" means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. "Cybersecurity" means" the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. "Designated Country" means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

CHEMTRADE CHEMICALS US LLC

I, ELIZABETH RYNO, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company's or its parent company's securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country "Cybersecurity" means" the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

Signature of Company Representative

ELIZABETH RYNO

March 5, 2026 Date

BID SPECIALIST Position/Title

THE STATE OF NEW JERSEY

COUNTY OF MORRIS

BEFORE ME, the undersigned notary public on this day personally appeared

ELIZABETH RYNO, on behalf of CHEMTRADE CHEMICALS US LLC (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 5 day of MARCH 2026.

NOTARY PUBLIC IN AND

FOR THE STATE OF

PARUL N KACHHIA-PATEL
Notary Public, State of New Jersey
Comm. # 50121606
My Commission Expires 01/30/2030

City of Sherman
PO Box 1106 Sherman, TX 75091-1106

PROD-IFB9001-26
ALUMINUM SULFATE-BULK

Expected Timeline:

Advertise	3/02 and 3/10/26
Question Deadline	3/12/26
Questions Answered	3/13/26
Estimated Council Approval	4/20/2026
Estimated Contract Start	5/01/2026

CITY OF SHERMAN, TEXAS

Bidder must submit their bid response utilizing the following:

1) Public Purchase at https://www.publicpurchase.com
2) In person at City Hall, 220 W Mulberry, Sherman, TX 75090 or
3) By courier, delivered to 220 W Mulberry, Sherman, TX 75090

Bid responses shall not be submitted by facsimile, email or other type of submission other than the stated deliveries of Public Purchase digital submission, in person, and by courier.

Prices quoted must be held for a minimum of ninety (90) days from date of bid closing. In the case of estimated requirements, the prices shall remain firm during the term of the contract. Discount from list or clauses that are known as "escalator" or "cost-plus" responses shall not be accepted.

In the case of estimated requirements, the quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease, or delete any item or items being furnished while continuing to pay the price quoted regardless of quantity.

Bids must be submitted by units specified, extended and show total. In the event of discrepancies in extension, unit prices shall govern.

F.O.B./Damage: Items shall be bid F.O.B. Destination, delivered to the designated municipal facility and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in the case of damaged goods, shall ship replacement goods immediately upon notification of City staff. Bids subject to unlimited price increases shall not be considered. The City reserves the right to solicit bids for larger projects.

The enclosed INVITATION FOR BID (IFB) and accompanying specifications is for your convenience in bidding for the City of Sherman.

Bids may be submitted as follows:

City of Sherman
Finance Dept.

- **P.O. Box 1106**
  Sherman, TX 75091-1106
- **Electronically at www.publicpurchase.com**
- **By delivery at City Hall, address listed above.**

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Carla Hommel, City Hall, 220 W Mulberry St, Sherman, Texas 75092-1106, until the hour **2:00 PM on the 18th day of March 2026,** at which time bids duly delivered and submitted will be considered.

QUESTION AND ANSWER PERIOD

Questions will be received by email only. All questions MUST be sent to carlah@cityofsherman.com by March 12, 2026. Answers will be issued by addendum by March 13, 2026.

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council.

Each bid delivered to the City shall be sealed and clearly marked **Aluminum Sulfate 9001-26** on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.

Please note that all bids must be received at the designated location or through Public Purchase by the deadline shown. Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable. The Opening is scheduled for 2:00 p.m., Wednesday, March 4, 2026, at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

Bidders should carefully examine all terms, conditions, specifications, Evaluation Criteria, supplied agreement, and related documents. Should a bidder find discrepancies in, or omissions from, the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Carla Hommel, Purchasing Agent, at carlah@cityofsherman.com, or via phone at (903) 487-5976.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this service are not approved in the next fiscal year.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities,

and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the city to be equal in all material respects to the brand name products referenced. Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.

CHANGES OR ALTERATIONS

No part of this bid may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request, and approval by the City, will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item EXCEPT for the agreement. Only the awarded respondents shall be required to complete the agreement. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor and may be required to be a part of each bid. The City of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens delaying timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

Successful bidder(s) agrees to extend prices to all entities that have entered or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The responding bidders are financially responsible for their own preparation of their bid document response and any/all meetings or appointments associated with this bid. The City does not assume any financial liability in a bidder's cost for their bid response.

The city operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

Termination for Default: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the city in the event of breach or default of this contract. The City reserves the right to terminate this contract within ten (10) days in the event the successful bidder fails to 1) meet delivery schedules or 2) otherwise fails to perform in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award another to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting bidder.

Termination for convenience: The City reserves the right to terminate any resulting contract from this bid for convenience, by supplying the awarded bidder with at least thirty (30) days' notice.

Venue: Bidder shall comply with all Federal and State laws and City ordinances and Codes applicable to the bidders' operation under this contract. These specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Grayson County, Texas, where venue for any proceeding arising hereunder will lie.

The apparent silence of these specifications as to detail or to the apparent omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before the 30 days from receipt of

invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the city.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the city will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the city cannot be withdrawn prior to the time set for opening bids. Requests for non-consideration of bids must be made in writing to the Finance Department and received by the city prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such

determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL TERMS

The City of Sherman reserves the right to reject any, or all, bids received because of this IFB. If a bid is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider.
Bids must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. In the event it becomes necessary to revise any part of the IFB, addenda will be provided. Responses should be prepared simply and economically providing a straightforward, and concise description of the independent contractor's ability to meet the requirements of the IFB.
The price quotations from the contractor stated in this response will not be subject to any price increase from the closing date of this IFB to the mutually agreed date of contract.
The City of Sherman reserves the right to increase or decrease the number of services based upon annual budget constraints with fifteen (15) days' notice.
The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire IFB. The bidder agrees to indemnify and hold harmless from any claim involving patent right infringement or copyrights on goods supplied.

CONTRACT

Contract Period/Renewal Terms: This is an annual contract beginning May 01, 2026. The City shall allow for one (1) initial annual term from May 01, 2026, to April 30, 2027, allowing for up to four (4) additional one (1) year renewal options. Renewal options are not guaranteed and are based solely upon the written agreement between both the City and awarded vendor. Either party dissenting will terminate the contract in accordance with its initial specified term.

EVALUATION PROCESS

All submitted proposals will be reviewed by the City of Sherman for compliance with the specified IFB requirements. The selection committee will select which responses meet the requirements and those shall receive further evaluation.

Based on the firm's response to the IFB requirements, the selection committee will determine the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. Once the firm has been selected, the City will submit an agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

BEST VALUE EVALUATION CRITERIA

40% Pricing
20% References
40% Product availability, ability to provide specified product, and delivery availability

SPECIFICATIONS

Scope

This specification covers aluminum sulfate (Alum) for use in the coagulation of suspended particles in untreated surface water. The concentration of the alum shall be 48 wt% and be ANSI/NSF Standard 60 approved. Alum shall be delivered in bulk shipments of approximately 5,000 gallons per delivery, with an estimated usage of 90,000 gallons. Packaging and shipments shall conform to all applicable Federal, State, and Local laws and regulations.

Basis for Rejection

If the aluminum sulfate delivered does not meet the requirements of this specification, a notice of nonconformance shall be provided by the PURCHASER immediately after observing said noncompliance. The results of the PURCHASER test shall prevail unless the VENDOR notifies the PURCHASER within five (5) working days after receipt of the notice of nonconformance that a retest is desired. On receipt of the request for a retest, the PURCHASER shall forward to the VENDOR one of the sealed samples taken in accordance with ANSI/AWWA B403-16. If the results obtained by the VENDOR on retesting do not agree with the test results obtained by the PURCHASER, the other sealed sample shall be forwarded, unopened, to an independent laboratory agreed on by both parties for analysis. The results of the independent analysis shall be accepted as final. The VENDOR shall pay for the cost of the independent analysis if the material does not meet the requirements of this specification. The PURCHASER shall pay for the independent analysis if it does meet the requirements of this specification.

Chemical Requirements

Liquid aluminum sulfate shall contain water-soluble aluminum of not less than 4.23 percent as Al or 8.0 percent as A1203, except by agreement between VENDOR and PURCHASER. The concentration of alum shall be 48 wt% and shall not contain more than 0.2 wt% water-insoluble matter. The aluminum sulfate supplied under this contract shall meet the chemical and physical requirements of ANSI/AWWA B403-24.

Impurities

Aluminum sulfate meeting the requirements of this contract shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the aluminum sulfate. The total water-soluble iron (expressed as $Fe_2 0_3$) content of aluminum sulfate shall be no more than 0.35 percent, on a basis of 8 percent A1203 (4.23 percent as Al). Product specifications shall meet ANSI/AWWA B403-16.

Packaging and Shipment

Liquid aluminum sulfate shall be delivered in bulk shipments of approximately 5,000 gallons in tank trucks suitable for hauling liquid alum and shall not contain any substances that might affect the use or usefulness of the liquid alum in treating municipal water supplies. Bulk shipments shall be accompanied by weight certificates of certified weighers.

Container Labeling

Each shipment of alum shall carry with it some means of identification. Identification shall include the net weight of the contents, the name of the manufacturer, the brand name (if any), and other markings as required by applicable laws and regulations and shall comply with the US Department of Transportation (DOT) regulations for labeling.

Affidavit of Compliance

The VENDOR shall furnish to the PURCHASER an affidavit from the manufacturer or VENDOR attesting the aluminum sulfate furnished under this specification complies with ANSI/AWWA B403-16 requirement section. Also, the vendor shall furnish proof that the aluminum sulfate furnished complies with ANSI/NSF Standard 60.

TO: City of Sherman Finance Dept.
PO Box 1106
Sherman, Texas 75090

AFFIDAVIT OF COMPLIANCE

_____ certifies that all _____
Chemical Suppliers Company Name — Chemical Name

bid, supplied, & delivered to the City of Sherman for purposes of potable water treatment are in compliance with all specifications of the City of Sherman chemical bid document for calendar year 2023. Including all chemical certifications and quality assurances as stated.

So CERTIFIED on this the day _____ day _____
Day — Month/Year

_____
Bidding Company Name

BY: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED TO BEFORE ME this the _____ day of _____ **20**23

_____
Name

My commission expires:

Return with paper bid response

BID Number	CHEMICAL	ANSI/AWWA STANDARD	UNIT	UNIT PRICE	TOTAL ESTIMATED QUANTITY	TOTAL COST TO CITY
PROD-IFB9001-26	**Aluminum Sulfate (Alum)** 48% wt.	**ANSI/AWWA B403-24**	GAL. $ Shipments (As needed)		90,000	$

_____
Company Name

_____
Name (print)

_____
Signature

_____
Date

You must include a current SDS with your bid worksheet. If you do not include the SDS, the City has the right to reject your bid.

If you are awarded this contract, you will be required to supply an SDS with each shipment of chemical.

Affirmation of Chemical availability

Can you provide the chemical and quantity required by the city? Yes _____ No _____

Please state the length of time for delivery of chemicals after receiving verbal and/or written (email) order: _____

Please provide any other information you'd like to share about your company:

_____

_____

_____

_____

_____

_____

_____

_____

Paper Bid Requirements:

If you choose to submit your bid response by paper, your documents shall include the following:

- Bid worksheet
- SDS for the chemical bid
- Affidavit of Compliance
- Affidavit of Ownership
- Form CIQ
- City of Sherman Verifications and Certifications Form (Boycott Israel, not doing business with a foreign terrorist organization, Boycott Energy companies, discriminate against firearm entity or firearm trade association, exclusion from remote access to, or control of, critical infrastructure in this State)
- References Form
- Affirmation of Chemical Availability

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared _____ (Full Name, hereafter "Affiant"), _____ (state title/capacity with Contracting Entity) of _____ (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

_____

(describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[ ] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

_____

_____

_____

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

5% Owner(s) or More **(IF NONE, STATE "NONE.")**

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____) _____

Tax Years _____

Status of Appeal (Describe) _____

_____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

_____
Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

_____
Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

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

_____ _____ _____

Name of signatory Signature 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.

City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

_____

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. “Discriminate against a firearm entity or firearm trade association”

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity ’s or association ’s status as a firearm entity or firearm trade association; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. “Critical Infrastructure” means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. “Designated Country” means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

_____ Signature of Company Representative

_____ Date

_____ Position/Title

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned notary public on this day personally appeared

_____, on behalf of _____(Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the___day of _____20__.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

CERTIFICATE OF INTERESTED PARTIES – FORM 1295 In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered on or after January 1, 2016. Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/filinginfo/1295/. Print your completed Form 1295, have it signed. Submit your completed Form 1295 to your City of Sherman department contact.

****DO NOT COMPLETE THIS FORM ON THE ETHICS WEBSITE UNTIL INSTRUCTED TO DO SO****

Contractor References

References must be for similar services

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Email: _____

Scope of work performed: _____

Length of Service: _____

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.7.

Meeting Date: 4/20/2026

Prepared By: Nic Emmons, Assistant Police Chief

Approved By:

Caption:

**** RESOLUTION NO. 7643***

Authorizing Submission of a Grant Application for the Motor Vehicle Crime Prevention Authority Task Force Grant Program for FY 26-27 for the Sherman Police Department

Issue:

Seeking approval to submit an application to the Motor Vehicle Crime Prevention Authority for the Flock Safe City Program through the 2026-2027 Task Force Grant Program and approval to accept if awarded.

Background:

The State of Texas has issued a grant designed to help law enforcement respond to, recover, and lower motor vehicle thefts and motor vehicle burglaries. Quick response to burglaries produces the best opportunity to catch offenders. Flock Safe City is a program designed to help law enforcement respond quickly by providing a Drone First Responder (DFR) as well as ALPR cameras and live video to enhance a coordinated response.

Capital Improvement Program:

Origination:

Sherman Police Department

Financial Consideration:

This grant requires the agency to cash match 20% of the funds. If awarded, the Motor Vehicle Crime Prevention Authority would fund $466,750.00 and the City's portion would be $93,350.00.

Staff Recommendation:

The staff recommends approval of the grant application.

Alternatives:

As may be directed by council

Attachments:

1. Resolution No. 4643
2. Quote_20260330_135220
3. FY2027_RFA_Taskforce_Grant

RESOLUTION NO. 7643

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF A GRANT APPLICATION FOR THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY TASK FORCE GRANT PROGRAM FOR FY 26-27 FOR THE SHERMAN POLICE DEPARTMENT. FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT SO RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized, subject to all contract documents being properly completed and approved as to form and content by City Attorney, to submit a grant application for the Motor Vehicle Crime Prevention Authority Task Force Program, FY2026-2027 with an estimated cost of $93,350.00, for the Sherman Police Department.

SECTION 2. That the City Manager is hereby authorized to apply for, accept, reject, alter, or terminate a grant; the Chief Financial Officer is hereby authorized to submit financial and/or performance reports or alter a grant.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 20th day of April 2026.

CITY OF SHERMAN, TEXAS

BY:_____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY:_____
RYAN D. PITMANN, CITY ATTORNEY

Flock Safety + TX - Sherman PD

_____

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

_____

MAIN CONTACT:
Austin Mashaw
austin.mashaw@flocksafety.com
+17703750598

Created Date: 03/30/2026
Expiration Date: 12/31/2026
Quote Number: Q-196143
PO Number:

flock safety

flock safety

Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 2600 West Travis Street Sherman, Texas 75092

Ship To: 2600 W. Travis St Sherman, Texas 75092

Billing Company Name: TX - Sherman PD
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 12 Months
Payment Terms: Net 30
Retention Period: 30 Days
Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$455,000.00**
Flock Safety Flock OS			
FlockOS Premium Solution	Included	1	Included
FlockOS Premium	Included	1	Included
Flock911 - GovWorx	Included	1	Included
Flock Safety LPR Products			
Solar Long-Range LPR, fka Solar Falcon LR	Included	8	Included
Flock Safety Drone Hardware and Services			
Flock Aerodome DFR - Radar	Included	1	Included
Flock911 for Aerodome	Included	1	Included
Flock DFR - M4TD + Dock 3 (2 System Set)	Included	2	Included
Flock Safety Video Products			
Community Partnership Video Camera	Included	10	Included
Flock Safety Platform Add Ons			
Flock Safety - FlockOS® - Freeform Add-On	Included	1	Included
Flock FreeForm™ - Included Integrated Video Streams	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	$1,250.00	8	$10,000.00
Video Camera Professional Services - Standard Implementation Fee	$750.00	1	$750.00
Professional Services - Flock911 Implementation Fee	$1,000.00	1	$1,000.00

Subtotal Year 1:	$466,750.00
Annual Recurring Subtotal:	$455,000.00
Estimated Tax:	$0.00
Contract Total:	$466,750.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$466,750.00
Annual Recurring after Year 1	$455,000.00
Contract Total	$466,750.00

*Tax not included

Product and Services Description

FlockOS Features	Description
FlockOS Premium Solution	FlockOS Premium Solution
Solar Long-Range LPR, fka Solar Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only
Flock Aerodome DFR - Radar	Drone as First Responder (DFR) 2.0 detect and avoid capabilities for operations up to 400 ft according to agreed-upon UASFM altitudes. Includes FAA regulatory services and installation.
Flock911 for Aerodome	Flock911 enables users to access live 911 calls directly within the FlockOS™ software, delivering real-time situational context that ensures faster, safer, and more efficient responses to calls for service.
Community Partnership Video Camera	Designed to enhance community safety, the Flock Community Partnership Camera is a solar-powered video camera, cellular-enabled solution provided to businesses. With an LED deterrent light, it deters crime while reinforcing collaboration between businesses and law enforcement
FlockOS Premium	FlockOS Premium provides agencies with the tools, training, and regional support needed to establish and operate a full-scale, future-ready crime operations center. It includes all features of FlockOS Plus while streamlining RTCC implementation and coordination without added complexity.
Flock911 - GovWorx	Flock911 enables users to access live 911 calls directly within the FlockOS™ software, delivering real-time situational context that ensures faster, safer, and more efficient responses to calls for service.
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.
Video Camera Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Flock Safety - FlockOS® - Freeform Add-On	AI-powered software add-on to the Flock Safety Platform that adds the ability for users to search using plain language across LPR images and video footage (from FreeForm-enabled devices) with built-in safeguards ensuring ethical and compliant usage.
Professional Services - Flock911 Implementation Fee	One-time Professional Services engagement to set up Flock911.
Flock FreeForm™ - Included Integrated Video Streams	Baseline allocation of FreeForm-enabled third-party video streams included with a FreeForm license.
Flock DFR - M4TD + Dock 3 (2 System Set)	Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes two M4D series drones, two cameras, batteries, and two contact-charging Dock 3's. Software includes remote piloting, air traffic awareness, spectator view, mobile app, flight logging, mission reporting, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support.

Motor Vehicle Crime Prevention Authority

Fiscal Year 2027 Request for Applications - Taskforce Grant
March 16, 2026

Notice of Request for Applications
The Motor Vehicle Crime Prevention Authority (MVCPA) authorized the issuance of the Fiscal Year 2027 (FY 2027) Request for Applications (RFA). MVCPA is authorized in statute to provide grants to local law enforcement to combat motor vehicle theft, burglary from a motor vehicle and/or fraud-related motor vehicle crime.

Eligible applicants may request funds for program operation by submission of an application consistent with the requirements and conditions stated in this RFA. This RFA is posted in the Texas Register as required by law for at least thirty (30) days prior to the due date for Applications.

All applications submitted will be for FY 2027. If **previously** awarded a FY 2026 grant, the MVCPA may provide a FY 2027 grant subject to availability of funding and grantee's positive program performance.

Due Date
Grant Applications from eligible applicants must be completely submitted on-line at https://MVCPA.tamu.edu on or before **5:00 PM, May 8, 2026**. **First time applicants must establish an account and perform account setup steps prior to an application being able to be submitted**.

The required Resolution and any optional supporting documents must be scanned and submitted as attachments to the application at https://MVCPA.tamu.edu on or before **5:00 PM, May 8, 2026**.

Applicable Authority and Rules
Motor Vehicle Crime Prevention Authority grant programs are governed by the following statutes, rules, standards and guidelines:

- Texas Transportation Code Chapter 1006 (https://statutes.capitol.texas.gov/Docs/TN/htm/TN.1006.htm)
- Texas Administrative Code (TAC): Title 43; Part 3; Chapter 57 (https://texas-sos.appianportalsgov.com/rules-and-meetings?interface=SEARCH_TAC)
- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts (https://comptroller.texas.gov/purchasing/grant-management/)
- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and any subsequent adopted grantee instruction manuals (https://www.txdmv.gov/sites/default/files/body-files/MVCPA_2025_Grant_Administrative_Manual.pdf)

This Request for Applications issued on March 16, 2026.

Eligible Applicants
Only Texas law enforcement agencies through their city or county are eligible to apply for Motor Vehicle Crime Taskforce Grants.

Applicants meeting the eligibility requirements may submit a new grant subject to the priority established by the MVCPA in the FY 2027 RFA.

New Grant - Available only to law enforcement agencies. These are annual grants that require a minimum cash match of 20% for the program described in the application. New applicants shall email MVCPA at GrantsMVCPA@txdmv.gov from an official governmental agency email account to request an account and access be established.

Grant Type
Reimbursement - This is a total program budget reimbursement grant. Applicants that are awarded grants will expend local (agency) funds and then will be reimbursed quarterly, subject to compliance with standard and special conditions as contained in the Statement of Grant Award (SGA), at the agreed rate for all allowable, reasonable, and necessary program costs incurred.

Grant Term
The FY 2027 grant cycle is a one (1) year funding cycle to begin on September 1, 2026, and end August 31, 2027. For those grantees who were previously awarded a FY2026 grant, subject to availability of funding and grantee's positive program performance, the MVCPA may provide an FY 2027 grant using the same on-line application systems and budget values as originally submitted. No obligations or expenses may be incurred or made outside of the grant period(s).

Method of Application
Grant Applications from eligible applicants shall be completely submitted on-line at https://MVCPA.tamu.edu on or before **5:00 PM, May 8, 2026**. All forms will be completed on-line. The Resolution and all supporting documents must be submitted as attachments.

Resolution Required
A Resolution (Order or Ordinance) by the applicant governing body is required to make application for these funds. The Resolution shall provide that the governing body applies for the funds for the purpose provided in statute (Texas Transportation Code, Chapter 1006) and agrees to return the grant funds in the event of loss or misuse, and to designate the officials that the governing body chooses as its agents to make uniform assurances and administer the grant if awarded.

Only the governing body submitting an application needs to adopt and submit a Resolution. Participating jurisdictions in multi-agency taskforces shall agree and commit to the grant through interagency agreements as provided under Texas Local Government Code Chapter 362, Texas Government Code Chapter 791 and TxGMS.

In the event a governing body has delegated the application authority to a city manager, chief of police, sheriff or other official then applicants must submit on-line a copy of the delegation order (documentation) along with the Resolution signed by the official. A sample Resolution is attached as Appendix A.

Program Category
To be eligible for consideration for funding, a taskforce grant application must be designed to support one or more of the following MVCPA program categories (43 TAC §57.14):

Law Enforcement, Detection, and Apprehension - provide financial support to law enforcement agencies for economic motor vehicle theft and fraud-related motor vehicle crime enforcement teams (referred to as taskforces). Taskforces will develop organized methods to combat motor vehicle theft, including catalytic converter theft, burglary of a motor

vehicle and fraud-related motor vehicle crime through the enforcement of law. This may include recovery of vehicles, clearance of cases, arrest of law violators, and disruption of organized motor vehicle crime. This category includes development of uniform programs to prevent stolen motor vehicles from entering Mexico or being removed from Texas through outbound seaports.

Prosecution/Adjudication/Conviction - provide financial support for taskforces to work with prosecutors and the judiciary to implement programs designed to reduce the incidence of motor vehicle theft, including catalytic converter theft, burglary of a motor vehicle and fraud-related motor vehicle crime.

Prevention, Anti-Theft Devices and Automobile Registration - provide financial support for taskforces to work with organizations and communities to reduce the incidence of motor vehicle theft, including the theft of catalytic converters, burglary of a motor vehicle and/or fraud-related motor vehicle crime. The application shall demonstrate how the financial support will assist automobile owners to reduce motor vehicle theft, burglary of a motor vehicle and fraud-related motor vehicle crime.

Reduction of the Sale of Stolen Vehicles or Parts - provide financial support for taskforces to work with businesses, organizations, and communities to reduce the sale of stolen vehicles or parts, including catalytic converters. Applicants will develop organized methods to combat the sale of stolen vehicles and parts using any of the following: vehicle identification number (VIN) inspection; inspections of motor vehicle part and component distribution enterprises; parts labeling and etching methods; and means to detect the fraudulent selling of stolen parts.

Educational Programs and Marketing - provide financial support for taskforces to work with individuals, businesses, organizations, and communities to assist automobile owners in preventing motor vehicle theft, including catalytic converter theft, burglary of a motor vehicle and fraud-related motor vehicle crime. Develop and provide specialized training or education program(s) to: the public on motor vehicle crime prevention, law enforcement on interdiction and prosecution, and government officials on fraud-related motor vehicle crime prevention, including title and registration fraud.

Priority Funding

The MVCPA enabling statute provides that the "the authority shall allocate grant funds primarily based on the number of motor vehicles stolen in, or the motor vehicle burglary or theft rate across, and the number of fraud-related motor vehicle crimes committed in the state rather than based on geographic distribution." (Tex. Transp. Code §1006.151(c). In addition, the following grant features will be given priority consideration in evaluating new grant applications:

Continuing Funded Programs in Compliance with MVCPA Grant Conditions - Applications that provide for the continuation of existing programs that currently meet the program and fiscal reporting conditions of the MVCPA. Applicants must provide ongoing need and evidence of their progress and impactful performance toward combatting motor vehicle theft, including catalytic converter theft, burglary of a motor vehicle and/or fraud-related motor vehicle crime. The applicant must describe the experience and qualifications of investigators used in the program and how utilization of current grant inventory and resources for continued operation of these specialized investigative grant programs are useful for the state and local governments.

Programs to Combat Organized Economic Crime - Applications for economic motor vehicle theft and fraud- related motor vehicle crime enforcement teams that introduce, increase, or expand efforts to combat criminal activities by organized crime.

Border and Port Security - Applications that provide specific initiatives to identify and prevent stolen vehicles and catalytic converters from crossing the border using automatic license plate readers, training of local state and federal personnel in the identification of stolen vehicles, and bridge and port inspections.

Use of Technology - Applications that incorporate automatic license plate reader programs, surveillance equipment and

other uses of technology to increase the number of stolen vehicles recovered and the number of persons arrested for motor vehicle crimes.

Theft of Parts from a Motor Vehicle - Applications that incorporate a reasonable, objective plan to combat and prevent the theft of catalytic converters.

Dedicated Prosecutors - Applications that incorporate a dedicated prosecutor to increase the priority of economic motor vehicle crime case prosecutions and decrease the number of repeat offenders through successful prosecution efforts.

Supporting Documents
Documents that provide evidence of local support or commitment from other officials or agencies for the application may be submitted following the same instructions as the Resolution. Interagency agreements shall be submitted prior to payments being authorized if an award is made. MVCPA recommends that interagency agreements be completed after award determinations are made to ensure correct amounts are reflected in those agreements. All interagency agreements must meet the conditions and elements required in the TxGMS.

Supplanting Prohibited
Grant funds provided by the Authority under this RFA shall not be used to supplant federal, state or local funds that otherwise would be available for the same purposes (Texas Administrative Code Title 43, §57.9). Supplanting means the replacement of other funds with MVCPA grant funds. This shall include using existing resources already available to a program activity as cash match.

Cash Match Requirement
All applications for programs must provide at least a twenty (20%) percent cash match (Texas Administrative Code Title 43 §57.36). Multijurisdictional agencies must provide details for the method of cash match in intergovernmental agreements (Texas Government Code, Chapter 791). Cash match must meet the requirements provided in TxGMS.

Formulas to calculate cash match:

1. Total MVCPA grant funds requested multiplied by percentage of match required = Total Amount of Cash Match Required

2. Total Program Cost minus Total Cash Match Required = Total Authority Grant Request

NICB in Lieu of Cash - Applicants may enter into formal agreements with the National Insurance Crime Bureau (NICB) to work on grant funded activities. The amount of salary and other direct costs related to the work on grant activity provided by the NICB may be counted and reported as in lieu of cash match. Time certifications are required to be made by the employee for these positions as required by TXGMS. Applicants must meet the obligation expressed as cash match in the event NICB cannot meet its obligation.

In-Kind Match
Only include in-kind if necessary for the local jurisdiction. In-kind contributions shall not be considered cash match. In-kind match may be used to: 1) reflect the total level of jurisdictions' effort/costs to combat economic motor vehicle crime; 2) reflect how the grant program fits into jurisdictions' operation; 3) effectively operate a single program with multiple funding streams; and/or 4) contributions from the applicant or third parties that are for grant funded activity. Costs in detail line items shall not be split between in-kind match and cash match or grant funding. For example, the entire salary of an officer shall be placed in one expense type rather than split between grant/cash match costs and in-kind.

Reporting and Microsoft TEAMS Meeting Attendance Requirements

Applicants that are awarded grants will be required to provide:

- **Quarterly Progress Reports** - The MVCPA requires submission of quarterly progress reports to demonstrate progress toward meeting goals and activities provided in the grant application. These include: 1) Monthly progress toward statutorily required performance measures; 2) Monthly progress recorded on the Goals, Strategies and Activities report; and 3) Quarterly Summary and Success section. Grantees designated as Border/Port Security grants are required to complete additional sections required by the Texas Legislature.

- **Quarterly Financial Reports** - Reports of actual expenses are provided to request funds. All expenditures must be in accordance with local policies and procedures and grant requirements. Grantees shall review all expenditures, ensure all applicable regulations are followed, and maintain documentation that is accurate and complete. All expenses must be supported by appropriate documentation.

- **Microsoft Teams Attendance**: **One grant representative** from the applicant agency is required to attend a monthly session via **Teams** that includes information on MVCPA grant administration. **One law enforcement officer** is also required to attend the monthly information sharing and networking sessions on law enforcement issues and other MVCPA issues critical to the successful operation of MVCPA taskforces.

Funding Requirements and Conditions

a. State Funds Availability - All awards by the MVCPA are subject to availability of state funds.
b. Right of Refusal - The Authority reserves the right to reject any applications submitted.
c. Awards - Publishing the RFA does not legally obligate the Authority to fund any programs.
d. Partial Funding - The Authority may choose to offer funds for all, or any portion of a program submitted in an application.
e. Substitution - The Authority may offer alternative funding sources, special conditions, or alternative program elements in response to submitted Applications.
f. Application Required - Registration for on-line access is required. The MVCPA is not responsible for applicants that cannot complete the registration and application process on time.
g. No Alternative Application Submission - Paper applications and requests for funding are not accepted in lieu of the on-line grant application process.
h. Review Criteria - Authority staff and designated MVCPA Board member(s) will review each grant using subjective and objective tools and comparative analysis. The weight given to each section or combination of sections is at the sole discretion of the Authority.
i. Questions and Clarification - During the review period, the applicant may be contacted by Authority staff to ask questions or to seek clarification regarding information provided in the application. Failure to promptly respond will not disqualify an applicant, but information that is submitted after the review period may not be considered.
j. Final Selection - The Authority may select and award programs that best meet the statutory purposes and that reflects its current priorities. No appeal may be made from the Authority's decisions.
k. Changes in Application –If an applicant proposes changes to be made in the program type or participation of jurisdictions after an award is determined, then the Authority will review the changes and may make modifications (including the amount) or cancel the award as deemed appropriate by the Authority.
l. Delayed Start - An applicant that is awarded a grant and that does not begin operations within 45 days of the beginning of the grant term is considered terminated.
m. Application instructions - the MVCPA provides additional details and instructions in the on-line application system that are incorporated by reference as part of this RFA and must be followed during the application and award process.
n. Program Income - is defined in the TxGMS. Current grantees carrying forward program income from prior years will follow the new rules established by the Texas Comptroller and MVCPA Grant Administrative Manual. Budgeted use of Program Income should be specified in the grant budget detail, narrative, and source of income table for FY 2027.
o. TCOLE Certification Required - The Primary Law Enforcement Grantee must attest compliance with TCOLE licensing requirements for peace officers.

Selection Process:
Eligible applications will be reviewed. Grant award decisions by MVCPA are final and not subject to judicial review. Grants will be awarded on or before September 1, 2026.

Applications that do not meet the stated requirements of this RFA and that are not eligible for review will be notified ten (10) working days after the due date.

Application Workshop
Potential applicants are **required** to attend the in person "Motor Vehicle Crime Prevention Authority Grant Application Workshop" which has been scheduled for: **April 8, 2026 from 8:00 AM - 5:00 PM** at:

Eilan Hotel & Spa
18603 La Cantera Terrace
San Antonio, Texas 78256
Phone #: 210-598-2900
Website: www.eilanhotel.com

The informational session will provide details on the grant Application process including grant eligibility requirements, completing the various Application sections, and the grant cycle timeline. At least one representative of the potential grant applicant should be present at this workshop.

Contact Person
William Diggs, MVCPA Director,
Texas Motor Vehicle Crime Prevention Authority 4000 Jackson Avenue
Austin, Texas 78731
(512) 465-1485
GrantsMVCPA@txdmv.gov

Issued in Austin, Texas on March 15, 2026, William Diggs, MVCPA Director

MVCPA Application Checklist

Each Applicant must:

1) Complete the on-line Application on or before **5:00 PM, May 8, 2026.**
2) Complete the Resolution with the city or county and attach with other supporting documents on or before **5:00 PM, May 8, 2026.**

Appendix A
Updated Sample Motor Vehicle Crime Prevention Authority Resolution

Applicants must use the language below to meet the minimum legal elements to execute an agreement with the MVCPA through the grant application process. Cities and counties not wanting to use the sample below must address all the legal elements contained herein.

2027 [Blank] City/ County Resolution or Order or Ordinance

Motor Vehicle Crime Prevention Authority

2027 [BLANK] Resolution

Taskforce Grant Program

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic motor vehicle theft and fraud-related motor vehicle crime enforcement teams; and

WHEREAS, this grant program will assist this jurisdiction to combat motor vehicle theft, motor vehicle burglary and fraud-related motor vehicle crime; and

WHEREAS, [GOVERNMENT ENTITY] has agreed that in the event of loss or misuse of the grant funds, BLANK assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

NOW THEREFORE, BE IT RESOLVED and ordered that [TITLE], is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that [TITLE], is designated as the Program Director and [TITLE], is designated as the Financial Officer for this grant.

Adopted this _____day of _____, 2026.

_____
NAME:
TITLE: County Judge / Mayor / City Manager

Project:	36 Inch W. Sherman Water Main	**Project Number:**	
Owner:	GTUA- City of Sherman		
Contractor:	Garney Companies -CMAR		
Engineer:	Freese and Nichols Inc.		

Contract Amendment No.: 20 **Effective Date of the Contract:**

Make the following modifications to the Contract Documents:

Issue a deductive Change Order No. 2 to revise the final contract value and adjust the overall project duration.

This Contract Amendment modifies the Contract Documents. Should this amendment include any change in compensation, the compensation in this Contract Amendment is the full, complete, and final compensation for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work as a result of this Contract Modification. The changes in Contract Times are the complete and final adjustments for direct impacts to the ability of the Contractor to complete the Work within the Contract Times and are the only adjustments to which the Contractor is entitled. Except as modified hereby, the Contract Documents and all of the terms and provisions thereof remain in full force and effect.

a	**Original Contract Price**	$588,598.00
b	**Previously Approved Change Order Amounts**	$82,459,887.32
c	**Adjusted Contract Price (a + b)**	$83,048,485.32
d	**Change Order Amount**	($-3,965,550.52)
e	**Revised Contract Price (c + d)**	$79,082,934.80
f	**Percent Change to Date**	%
g	**Change in Days this Contract Amendment**	336 days

Completion Dates:		**Original**		**Previous**		**Current**
Substantial Completion	**h**	6/30/24	**i**	2/14/25	**j**	10/15/25
Final Completion	**k**	12/31/24	**l**	4/15/25	**m**	4/1/26

Recommended by: Design Engineer

Caleb Word — 04/07/2026

Name — *Date*

Approved by: Garney Companies

04/06/26

Name — *Date*

Approved by: GTUA

Name — *Date*

Recommended by: Program manager

04/07/2026

Name — *Date*

Approved by: City of Sherman

Travis Overturf — Digitally signed by Travis Overturf DN: C=US, E=traviso@cityofsherman.com, O=City of Sherman, OU="Engineering Dept. ", CN=Travis Overturf Date: 2026.04.08 15:23:09-05'00' — 04/08/2026

Name — *Date*

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.1.

Meeting Date: 4/20/2026

Prepared By: Theresa Hutchinson, Park & Recreation Manager

Approved By:

Caption:
Other Business
Receive Report on Keep Sherman Beautiful Commission

Issue:
Receive Report from Keep Sherman Beautiful Commission Chair Cary Wacker.

Background:
Over the past year, Keep Sherman Beautiful has undergone a reorganization and is pleased to announce its official re-affiliation with Keep Texas Beautiful after a ten-year hiatus. Chairperson Wacker will provide an overview of recent achievements and outline upcoming activities and initiatives.

Capital Improvement Program:

Origination:
Parks and Recreation Department

Financial Consideration:
This presentation has no financial impacts.

Staff Recommendation:
No action is required of the City Council.

Alternatives:
None.

Attachments:
1. KSB strategic plan 2026 graphics version
2. Spring Cleaup flyer April 2026

KEEP SHERMAN BEAUTIFUL STRATEGIC PLAN 2026



LITTER

- Participate in Great American Clean-up – Sherman dates to be determined
- Implement Adopt-a-Spot for businesses
- Promote education campaign to remind to Close the Can – (residential + commercial dumpsters)
- Create a Litter Reporting tool on Sherman Connect App (City initiative)
- Design a self-serve litter clean-up program for citizens/neighborhoods



BEAUTIFICATION

- Native plant education – work with Parks & Rec team and Master Gardeners
- Distribute branded seed packets
- Investigate creating a volunteer-based program to replant neglected flower beds
- Organize and implement Yard-of-the-Month recognition program
- Send thank-you notes to citizens to recognize individual beautification efforts



WASTE REDUCTION

- Support Earth Day Festival and community recycling events
- Prioritize ongoing education on proper recycling protocols and availability of drop-off locations/events
- Educate community on accessibility of composting to reduce waste



EDUCATION PROGRAMS

- Prepare and implement a monthly social media plan focusing on education and engagement
- Generate videos on relevant topics
- Create an online presence with information embedded in Sherman's website
- Utilize Sherman Connect app – calendar, messaging, reporting tools
- Create outreach program to Sherman Independent School District and other



DATA COLLECTION

- Complete a Windshield Survey in January 2026
- Develop protocol for auditing litter pickup by City of Sherman staff and board members
- Collaborate with TxDOT and other agencies on litter collection numbers



ADDITIONAL EVENTS

- Support other community events that align with the KSB mission

Join keep Sherman beautiful for our Spring Litter Cleanup!

GREATEST AMERICAN CLEANUP
KEEP AMERICA BEAUTIFUL
FOR AMERICA'S 250TH

APRIL 25 2026

8–10 a.m.

Tackling litter on Interurban Parkway!

Meet at: Center Street Park, 1401 W. Center St



Volunteers: Wear long sleeves, long pants and closed-toed shoes

gloves & safety vests provided

refreshments

All ages welcome!

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.2.

Meeting Date: 4/20/2026

Prepared By: Teri Fine, Assistant to the City Manager

Approved By:

Caption:
Other Business
Receive Quarterly Report from SEDCO

Issue:
To receive the Sherman Economic Development Corporation (SEDCO) quarterly progress report from President Kent Sharp

Background:
The brief presentation by the SEDCO President will provide the City Council with an overview of SEDCO's activities and accomplishments during the period from January 2026 to current. Sedco's last update was at the January 20, 2026, Regular City Council Meeting.

Capital Improvement Program:

Origination:
City Council

Financial Consideration:
This presentation is for information purposes only and has no impact on the City's revenues or expenses.

Staff Recommendation:
No action is required of the City Council

Alternatives:
None Recommended

Attachments:
1. 4-20-26 Qtly Rpt to CC Narrative

REPORTING FORM FOR BOARDS AND COMMISSIONS

Name of Board: **Sherman Economic Development Corporation**

Name of Chair: Gail Utter
Name of Vice-Chair: Jason Brumm

Date of Report to City Council: April 20, 2026

1. **In simple terms and as briefly as possible, please describe the mission of your board.**
   - *The mission of the Sherman Economic Development Corporation (SEDCO) is to grow and diversify the economy of Sherman and the surrounding area through the addition of new jobs and investment of primary employers.*

2. **Please list the top accomplishments of your board within the past quarter. (Please limit the list to five or fewer items).**
   - *Received the Economic Excellence Award from Texas Economic Development Corporation (TEDC).*
   - *Attended the Groundbreaking Ceremony for Molino's USA and Lawrence Equipment.*
   - *Presented incentive checks to Harvest Hill Holdings, Inc., parent company of Sunny Delight Beverages, following the company's successful completion of two reinvestment projects at its Sherman facility totaling more than $38 million in capital investment. The 2022 project included approximately $30.06 million in investment and qualified for a $317,267 incentive after exceeding the required employment levels. The 2024 reinvestment project included $8 million in capital investment and qualified for a $145,000 incentive while maintaining more than 190 employees at the facility.*
   - *Presented a Small Business Development Grant to Dhruvus, LLC after confirming compliance with its Agreement for Financial Assistance. The company invested more than $453,000 in qualified expenditures at its Sherman facility and fulfilled its Community Involvement Initiative with a donation to Meals on Wheels Texoma.*

3. **What are your plans for this board in the next quarter?**
   - *Compete aggressively for the attraction of new jobs and investments to the city by narrowing our focus to national and international companies within the advanced manufacturing, semiconductor, research and development, and corporate headquarters clusters.*
   - *Through the Business Retention and Expansion (BRE) Program, we will continue our BRE visits to the Sherman industries and work closely with companies that have announced new investments in Sherman to ensure they have the support to meet their goals and receive the incentives as identified in the performance agreements.*
   - *Finalize and host the Sherman: WOMO Connect & Shop Expo scheduled for April 30 from 4 – 8pm being held at the Sherman Municipal Ballroom. Hold a WOMO Committee meeting to discuss efforts and how members can assist at event.*
   - *Host the Leadership Lunch on May 13th at the Sherman Municipal Ballroom.*
   - *Host the Plant Manager & Safety Leader Forum on May 21st at Sherman Police Headquarters Community Room to receive an update from Bryan Esmail-Doki, Area Engineer of TxDOT.*

- *Will co-sponsor the upcoming Career Connection Job Fair on May 21st.*
- *Co-host a Regional event in May with the Sherman and Denison Mayors and Dension Development Alliance on May 29th beginning at 8:30am at the Sherman High School.*
- *The Women in STEM initiative will host the Girls in Gear Summer Camp June 2–4 from 8:30 a.m. to noon. Thirty girls will participate in STEM activities, hear from a guest speaker, and tour two manufacturing facilities. The camp is designed to inspire the next generation of young women to explore careers in manufacturing and STEM fields.*
- *Host the Shadowcats – Sherman Industry Classic Softball Tournament between six of our industries.*
- *Kent will participate in a webinar "The North Texas Investment Landscape" to highlight Sherman.*
- *The SEDCO Team will attend the Groundbreaking ceremony for Rayburn Electric.*
- *Ashton and Shannon will attend Select USA in National Harbor, MD.*
- *Sponsor a tee-box at the Sherman Chamber Golf Tournament*
- *Continue to add contacts to the Sherman WOMO business directory.*
- *Contact each company for current job count, job listing updates on shermantxjobs.com, and industry updates. New listings will be boosted on social media.*
- *Complete an aerial Map update.*

4. **How often did this board meet in the last quarter?**
   - *The SEDCO Board meets on the second Tuesday of each month and holds Special Called Meetings when needed. Since our last report, the SEDCO Board has held two Regular Scheduled Board Meetings (January meeting was cancelled due to road conditions, February 24th and March 24th).*

5. **In what percentage of those meetings was a quorum of board members present?**
   - *100%*

6. **Did any member attend less than 75% of those meetings? If so, which member and how often did they attend?**
   - *Rob Wilson was absent for the February 24th Regular Scheduled Meeting and Jason Brumm was absent for the March 24th Regular Scheduled Meeting.*

7. **What other information would your board like to communicate to the City Council? (Please be concise in your response).**
   - *Presently working four active projects with an estimated $3 billion CAPEX and approximately 656 new jobs and 270 retained jobs.*
   - *Completed four site visits and prospect calls with companies interested in relocating and/or expanding their operations to Sherman.*
   - *During the last quarter, the SEDCO Board approved the following:*
     - *Resolution No. SEDCO-2026.1 authorizing a performance-based incentive agreement with Coherent Corporation to support approximately $100 million in capital investment at its Sherman facility and the addition of 65 new jobs. The project includes expansion and transfer of production lines and continued operation of the company's advanced optoelectronics manufacturing operations in Sherman.*
     - *Resolution No. SEDCO-2026. 02 (TexPool Prime) authorizing participation in the TexPool investment pools and designating authorized representatives; finding and determining that the meeting at which this resolution is passed was noticed and is open to the public as required by law.*

- *Held the Plant Manager & Safety Leader Forum at Sherman High School, where culinary students prepared lunch and attendees toured the CTE wing. The forum was attended by representatives from nine local industries.*
- *Tour of the former Kaiser facility with the new owner and Tower Extrusions team as renovation work is underway.*
- *Met with Coherent Corporation staff, including Jeff Place, the new Executive Vice President of Operations and Chief Supply Chain Officer, to discuss leadership priorities and strengthen the partnership.*
- *Met with the Coherent team and City staff to discuss upcoming expansion plans and coordination efforts.*
- *Met with Rayburn Energy Station to discuss expansion and Power Purchase Agreements.*
- *Met with Laurence Chiang and Arthur Chen from the Greater Dallas Taiwanese Chamber of Commerce to discuss opportunities for Taiwanese Tech companies and Sherman's assets*
- *Co-hosted the Partners in Progress Workshop with the Denison Development Alliance team, bringing together leaders from Sherman and Denison to discuss regional opportunities and barriers. Continued planning for the broader Partners in Progress Regional Event with both Mayors and DDA staff, including a coordination meeting at Sherman Independent School District to finalize event details, staffing, security, and logistics.*
- *Met with Dr. Smriti Bhargava, Austin College, to discuss completing a new labor study.*
- *Worked with the Denison Development Alliance and the Sherman and Denison Mayors' to Prep for the upcoming Partners in Progress Regional event being held May 29th.*
- *Women In STEM Speed Networking event hosted at Global Wafers.*
- *Women in STEM hosted a booth at the Denison ISD 6th Grade College and Career Fair, highlighting career opportunities in local industry and STEM fields.*
- *Met with staff from Sherman Independent School District and Denison Independent School District and convened the Women in STEM committee to finalize details for the upcoming Girls in Gear Summer Camp, while also beginning planning for future events and initiatives.*
- *Notify Sherman women-owned and/or minority-owned (WOMO) business owners the status of their vendor booth application for the upcoming WOMO: Connect and Shop Expo being held on April 30th from 4 – 8pm and continue planning and promoting.*
- *Ashton successfully earned the Certified Texas Economic Developer (CTED) designation through the Texas Economic Development Council in partnership with Texas A&M Engineering Extension Service*
- *Ashton completed Business Credit Analysis, the second of four courses to earn the Economic Development Finance Professional (EDFP) Certification.*
- *The SEDCO Staff attended the Texas Economic Development Council Winter Conference in El Paso, TX where Kent moderated a panel on constructing an Economic Development Deal.*
- *Coordinate a Site Selector dinner to be held in Arlington at the Southern Economic Development Council Summit in April with Forward Wichita Falls and Oncor.*
- *Kent presented to the Sherman Chamber Leadership class as part of Economic Development Day, providing an overview of economic development initiatives and opportunities in Sherman.*
- *Promoted the Grayson College Job Fair, five Sherman industries were in attendance.*
- *Hosted lunch for Workforce Solutions Texoma in memory of Janie Bates, prior board chair*

- *Ashton attended a Texoma Pathway Leadership Team (TPLT) meeting to discuss SMART goals.*
- *Ashton and Shannon attended the Dallas Regional Chamber Annual meeting at Music Hall at Fair Park.*
- *Kent attended the Workforce Solutions Texoma Board meeting in his role as a board member, representing SEDCO and staying engaged on regional workforce initiatives and updates.*
- *Met with the Molino's team to discuss the upcoming groundbreaking ceremony.*
- *The SEDCO team attended the Denison Development Alliance Summit.*
- *Updated the aerial map in preparation for new printed maps in 2026.*
- *SEDCO staff participated in multiple webinars, committee meetings, and community events.*
- *Sponsored seven ads on Facebook promoting Coherent job posting at shermantxjobs.com, Trident Job Fair, Sherman WOMO: Expo, , and the upcoming Partners in Progress Regional Event:*
    - *Total Reach: 143,439*
    - *Total Link Clicks: 8,122*
    - *Total Post Engagement: 19,268*
    - *Landing Page Views: 101*

Keep Sherman Beautiful Commission

Established March 2, 1992 - Resolution No. 2805 / Revised April 19, 1999 - Resolution No. 3807 / Revised July 16, 2007 - Resolution No. 5041 / By-Laws Revised June 15, 2015 - Resolultion No. 5977

City Staff: City Management
Department Responsibility: Management

Meetings: Bi-Monthly or When Called

Members:	District	(A)Appoint (R)Reappoint	Letter Sent	Term Begins	Term Expires	Terms	Membership Requirements
Allen Martin	4	A		1/18/2023	1/18/2025	1	2 Year Term
		R		1/18/2025	1/18/2027	2	2 Year Term
Courtney Diana Nations	4	A		4/8/2025	4/8/2027	1	2 Year Term
Alexis Taylor-Baker	N/A	A		4/8/2025	4/8/2027	1	2 Year Term
Cary Wacker	4	A		4/8/2025	4/8/2027	1	2 Year Term
Charles Utter	2	A		4/8/2025	4/8/2027	1	2 Year Term

Chairperson
* Chairperson serves one (1) year terms

Chair:	Term Begins	Term Expires	Years Served
Lauren Roth	11/5/2013	1/1/2015**	1
Zac Grantham	1/1/2016	1/1/2017	1
	1/1/2017	1/1/2018	2
	1/1/2018	1/1/2019	3
Amanda Smith	1/1/2019	1/1/2020	1
Cary Wacker	4/8/2025	4/8/2026	1

***Note:** All members shall be appointed for terms of two (2) years and shall not serve for more than three (3) consecutive terms.

**Initially the terms will be for more than two (2) years in order to meet Article II, Section 2 of the By-Laws, stating that new terms begin on January 1 of each year.

Number of Members: 9
Qualifications - Interest in keeping Sherman beautiful; dedication to implementation of assigned projects
Length of Terms: Two (2) Years
Consecutive Term Rule: Three (3) Years

Appointed by: Mayor & City Council
Elected Officials: Chairperson, Vice Chairperson & Secretary
Attendance Requirements: If a Commission misses two meetings without notice and/or without good cause within a calendar year, after written notification by the Chairman, he/she shall automatically relinquish his/her place on the Commission

Purpose: Commission shall function to assist the City Council and the City staff by involving individuals, businesses, and industries throughout the community to promote education and activities and encourage waste reduction, litter prevention, and beautification programs and projects in affiliation with the Keep Texas Beautiful objectives.

Responsibilities: 1) To plan, initiate, direct, and coordinate community-wide efforts to achieve its goals;

2) To solicit and accept donations and appropriations for money, service, products, property, and/or facilities expenditure and use by the



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Rebecca Jones
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Keep Sherman Beautiful

☑ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 722 E Summit St. Sherman
Mailing Address: same
Telephone: 9037718179 Fax: —
E-Mail: rjones@austincollege.edu
Sherman Resident for 10 years County: Grayson
Drivers License No.: 24556049
Voter Registration No.: 1156604692

Occupational Information

Business Name: Austin College
Occupation: Coordinator, Center for Environmental Studies
Address: 900 N. Grand Ave. Sherman, TX
Telephone: 9038132094 Fax: —
E-Mail: rjones@austincollege.edu

Which Council District do you live in? *(see attached map)*

Prior work experience: *(please include dates)*
Attached

Educational Achievement:

High School Graduate? ☑ Yes ☐ No Year Graduated/Left School? 2009
Business College, Correspondence School, Adult Education, Other?
Name of College/University: Austin College ☑ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?

Attached

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Attached

2) _____

3) _____

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

native gardening, graphic design, writing/communications, event planning

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Work - Austin College (me), TCOG (my husband, Warren Clark)

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☑ Yes ☐ No

Comments: Thank you for inviting me to apply!

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____ *Date:* 3/12/26

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Prior work experience

Grayson College: Writing Center Facilitator; Adjunct Instructor Developmental English (Aug 2013 - Aug 2016)

Texoma Marketing & Media Group (*Herald Democrat*): writer; graphic designer; Creative, Events, and Promotions Director (May 2016 – Aug 2019)

Waxahachie Media Group (*Waxhachie Daily Light, Midlothian Mirror*): Managing editor; Creative Director (Aug 2019 – Dec 2019)

East Texas Arboretum: Web media manager; office attendant (Mar 2020 – Oct 2020)

Austin College: Coordinator, Center for Environmental Studies (Jan 2021 – Present)

Volunteer work

Board Member, The Sherman Museum (approx. 2013-17)

Texas Master Naturalist (approx. 2016-18)

Why do you want to become a member?

As the Coordinator for the Center for Environmental Studies at Austin College, my professional life revolves around community engagement and helping people access programs and resources. I think my strengths in these areas would be directly transferrable to a position on the Board. I care deeply about the natural environment and our community, and I'm eager to contribute that passion toward strengthening Sherman's sustainability and engagement efforts.

Three Most Important Issues for Keep Sherman Beautiful

Since I'm not on the board yet, I don't want to presume I have the full picture, but based on what I've seen from Keep Sherman Beautiful's recent activities and community initiatives, it seems there are a few key areas the Board is already working to address.

First, like many growing cities, Sherman continues to grapple with ongoing litter and debris issues, which the KSB addresses through events like the Fall Sweep and other community partnerships. I think continuing to expand volunteer efforts and supporting local partnerships (e.g. like the smokers' pole project downtown) can help reduce litter long-term — an effective direction the Board seems to already be taking.

I also suspect that helping people understand their recycling options is still an ongoing need. Because the city's recycling landscape has changed over time, continuing to share straightforward information through events, school partnerships, or social media seems like a meaningful way the Board is already supporting the community.

Finally, as Sherman continues to grow, there's an ongoing need to help residents stay connected to local beautification efforts, whether that's through public input on items like tree ordinances or community-based projects. I don't see these as problems so much as areas where the Board is already doing important work — I'd love to learn more about these programs and if/how Austin College's Adopt a Butterfly Bed program could provide a model for further engagement.

Parks and Recreation Board

Established March 28, 1977 - Ordinance No. 3181

City Staff: Justin Eastwood
Department Responsibility: Parks & Recreation

Meetings: First Wednesday of each month

Members:	District	(A)Appoint (R)Reappoint	Letter Sent	Term Begins	Term Expires	Terms	Membership Requirements
Nathaniel Lightfoot	3	A		3/22/2022	3/22/2024	1	
		R		3/22/2024	3/22/2026	2	
Christy Baca	N/A	A		4/4/2023	4/4/2025	1	
		R		4/4/2025	4/4/2027	2	
Ashleigh Rose Anderson	4	A		4/8/2025	4/8/2028 *	1	
Mary Murillo Brooks	4	A		4/8/2025	4/8/2027	1	
Vacant							
Nathan Voight	4	A		4/8/2025	4/8/2028 *	1	
Vacant							

* Two terms were extended by one year to achieve staggered terms on this board. It still counts as one term.

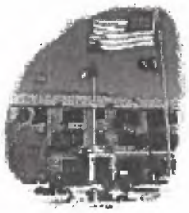
***Note:**

Number of Members: 7
Qualifications - Interest in programs and activities conducted by Parks and Recreation Department. A student of Sherman High School designated by student council, and the Director of Parks and Recreation shall be Ex-Officio, Non-Voting members.
Length of Terms: Two (2) Years
Consecutive Term Rule: Three (3) Terms - Ord. No. 4112 (7/24/1989)

Appointed by: Mayor & City Council
Elected Officials: Chairperson - Vice Chairperson is Appointed
Attendance Requirements: Will forfeit seat by missing 3 consecutive meetings without good cause

Purpose: To assist in long-range planning and implementation of programs and activities conducted by the Parks and Recreation Department.

Responsibilities: Advise concerning future development; to study and make recommendations concerning additional park land or sites; and to recommend means for maximum utilization of facilities.



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APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

RECEIVED
MAR 11 2026
City Clerk's Office

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Please limit attachments to two pages
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Name: Brantley Blackburn
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Parks + Recreation

☑ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information		Occupational Information	
Home Address:	988 Plamview Rd	Business Name:	Bob Utter Ford
Mailing Address:	988 Plamview Rd	Occupation:	Painter
Telephone:	903-436-0965	Address:	2525 Texoma Parkway
Fax:		Telephone:	903-892-3535
E-Mail:	Brantley B@yahoo.com	Fax:	
Sherman Resident for	42 years	E-Mail:	
County:	Grayson		
Drivers License No.:	12202607		
Voter Registration No.:			

Which Council District do you live in? *(see attached map)* 1

Prior work experience: *(please include dates)*

Educational Achievement:

High School Graduate? ☑ Yes ☐ No Year Graduated/Left School? 2001
Business College, Correspondence School, Adult Education, Other? Yes
Name of College/University: Wyotech ☑ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
Pinkley Park Build (2022-Present)
Parks and Rec advisory Board (2016-2024)
Comprehensive Master Plan (2022)

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☑ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☑ No

If so, which one? _____

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?

I enjoy working w/the city to Preserve and Plan our Green spaces.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Preservation of Green spaces
   - Keeping an open discussion and observation on our greenspaces

2) Planning for growth
   - Making sure that we are diligent and proactive

3) Improving current spaces
   - Making sure our community voices are heard and acknowledged

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Previous experience w/ the city and this board

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☑ Yes ☐ No

Comments: I've served two terms and chaired

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____ *Date:* 3-11-26

In compliance with Chapter 552. Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
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CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

RECEIVED
NOV 17 2025
In The
CITY CLERK'S OFFICE

Return completed application to:

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220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Irena Tsoustas

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Parks and Recreation Advisory Board

☑ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 1818 North Ricketts St., Sherman, 75092
Mailing Address: same as above
Telephone: (773) 603-3842 Fax: N/A
E-Mail: itsoustas@gmail.com
Sherman Resident for 3 years County: Grayson
Drivers License No.: 27246494
Voter Registration No.: 1153871118

Occupational Information

Business Name: N/A
Occupation: Program Officer
Address: N/A
Telephone: N/A Fax: N/A
E-Mail: N/A

Which Council District do you live in? *(see attached map)* _____

Prior work experience: *(please include dates)*

Since 2015, I have worked with the International Rescue Committee progressing from employment specialist roles to my current position as Senior Program Support Manager for Private Partnerships. Over the past decade I have led and supported programs focused on refugee resettlement, youth education and employment, and community integration, managing partnerships with local governments, schools, nonprofits, and private-sector stakeholders. Earlier in my career, I gained additional experience in restaurant management and European public policy advocacy, including work related to the European Parliament. I have also been an election worker for Denton and Grayson counties since 2020.

Educational Achievement:

High School Graduate? ☑ Yes ☐ No Year Graduated/Left School? 2004
Business College, Correspondence School, Adult Education, Other? _____
Name of College/University: University of Florida & University of Kent ☑ Bachelor's ☑ Master's ☐ PhD

Volunteer Work: *(please include dates)*

Junior League of Dallas 2019-2021, International Rescue Committee Intern 2015

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☑ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

N/A

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☑ No

If so, which one? N/A

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?

I want to serve on the Parks and Recreation Advisory Committee to help ensure that our parks work for all residents—including those without children and our elderly neighbors—and to build on the strengths of resources like Fairview, which I use and value as a nearby resident. Drawing on my experience in community-based programming, data-informed planning, and partnership-building with diverse populations, I can help shape parks that are welcoming, accessible, and responsive to the needs of the whole community.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Transparency and communication: Meeting agendas and materials should be consistently posted and updated in a timely way (for example, none appear to have been posted since 2023), so residents can understand what is being discussed and decided.

2) Meaningful resident input: The advisory board should develop clear, accessible ways for residents to provide feedback and participate in decisions about park planning, maintenance, and programming.

3) Maximizing use and accessibility of parks: With a strong parks foundation, we can expand how residents use these spaces—for example, exploring public/free outdoor exercise equipment, low- or no-cost fitness and wellness classes, and other inclusive programming that serves people of all ages, including those without children and older adults.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

I bring strong technical skills, including using online tools and platforms to share information and track feedback, as well as experience designing community surveys that turn resident input into actionable recommendations. I understand how monitoring comments and conversations online can quickly surface and resolve community issues, and I have a solid background in budgeting and program management, which helps me think realistically about resources, implementation, and long-term sustainability—all with an equity-focused approach that ensures parks work for every resident.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

N/A

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☑ No

Comments: N/A

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: [signature] *Date:* 11/17/2025

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.

2026
Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
Su	Mo	Tu	We	Th	Fr	Sa
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March						
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29	30	31				

April						
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May						
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24	25	26	27	28	29	30
31						

June						
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28	29	30				

July						
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August						
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September						
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October						
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November						
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29	30					

December						
Su	Mo	Tu	We	Th	Fr	Sa
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20	21	22	23	24	25	26
27	28	29	30	31		

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	
4/10/2026	Budget Planning Meeting
5/21/2026	Capital Improvement Meeting
~~6/11-12/2026~~	Budget Workshop